City of Laredo

REGULAR MEETING AGENDA

A-2025-R-17

Monday, October 20, 2025
5:30 PM

City Council Chambers

City Council

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City of Laredo
Regular City Council Meeting
A-2025-R-17
COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
October 20, 2025
5:30 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

TEXAS PLEDGE

MOMENT OF SILENCE

ROLL CALL

MINUTES

Approval of Minutes of:

October 6, 2025

CITIZEN COMMENTS

Citizens can participate through in-person comments. Citizens wishing to provide in-person comments are required to fill out a witness card and submit it to the City Secretary no later than 5:45 p.m. and identify themselves at the microphone. Comments are limited to three (3) minutes per speaker. Speakers may not pass their minutes to any other speaker. All comments should be relevant to City business and delivered in a professional manner. No derogatory remarks will be permitted.

RECOGNITION

COMMUNICATIONS

1. Presentation by Mayor Dr. Victor Trevino, providing general comments on city matters, upcoming initiatives, and other relevant updates for the Council and the public. **25-2049**

APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

2. Appointment by Council Member Melissa Cigarroa of Nadia Perez to the Laredo Commission for Women. **APPT - 72**

PLANNING & ZONING - PUBLIC HEARING & INTRODUCTORY ORDINANCE

3. Public Hearing and Introductory Ordinance amending the Zoning **25-1850**

Ordinance (Map) of the City of Laredo by rezoning Lot 12, Block 446, Eastern Division, located at 202 West San Carlos Street, from R-3 (Mixed Residential District) to B-1 (Limited Business District).

The Planning and Zoning Commission recommended denial of the proposed zone change and staff does not support the application.

ZC-070-2025
District VIII

4. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance Number 2000-O-026, which authorized a conditional use permit for a Police Substation Lot 20, Block 5, Sierra Vista Police Station Plat, located at 140 Ceniso Loop in order to change the use of the property to an Animal Care Substation (Office). **25-1851**

The Planning and Zoning Commission recommended approval of the proposed conditional use permit amendment and staff supports the application.

ZV-077-2025
District I

5. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 10.8 acres, as further described by metes and bounds in attached Exhibit A, located south of Tesis Drive and west of Colegio Lane, from AG (Agricultural District) to R-1B (Single-Family High Density District). **25-1859**

The Planning and Zoning Commission recommended approval of the proposed zone change and staff supports the application.

ZC-072-2025
District II

6. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 3.8 acres, as further described by metes and bounds in attached Exhibit A, located west of Bernadette Lane and southwest of Aquero Boulevard, from AG (Agricultural District) to R-2 (Multi-Family Residential District). **25-1860**

The Planning and Zoning Commission recommended approval of the proposed zone change and staff supports the application.

ZC-073-2025
District VII

7. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 4.61 acres, as further described by metes and bounds in attached "Exhibit A", located south of Bartlett Avenue and east of Arthur Miller Court, from R-1 (Single Family Residential District) and B-3 (Community Business District) to R-1B (Single Family High Density District). **25-1904**

The Planning and Zoning Commission recommended approval of the proposed zone change. Staff supports the application.

ZC-074-2025
District V

8. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 11.91 acres, as further described by metes and bounds in attached "Exhibit A", located east of FM 1472 and north of Rancho Viejo Drive, from R-1A (Single Family Reduced Area District) to R-2 (Multi-Family Residential District). **25-1905**

The Planning and Zoning Commission recommended approval of the proposed zone change. Staff supports the application.

ZC-075-2025
District VII

PUBLIC HEARING & INTRODUCTORY ORDINANCE

9. Authorizing the renewal amendment to grant a non-exclusive franchise to Pedro Pete Services, LLC to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public rights-of-way of the City of Laredo, Texas for purposes of constructing, maintaining and operating a commercial container refuse gathering and disposing service, setting forth terms and conditions to govern the franchise; providing a severability clause, a savings clause and an effective date. **25-1834**

10. Authorizing the City Manager to grant a non-exclusive franchise to I Need Dumpster LLC to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public rights-of-way of the City of Laredo, Texas for purposes of constructing, maintaining and operating a commercial container refuse gathering and disposing service, setting forth terms and conditions to govern the franchise; providing a severability clause, a savings clause and an effective date. **25-1848**

11. Public Hearing and Introductory Ordinance authorizing the City Manager to accept a grant, approve a program, and appropriate **25-1950**

funds from the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) Program and amend the FY 2025-2026 General Fund Budget by increasing revenues and expenses in the amount of $327,560.00. The funds will be used to provide National Fire Protection Association (NFPA) approved physicals, laboratory testing, comprehensive cancer screenings, and cardiovascular and fitness exams for all firefighters. The grant performance period is September 30, 2025 to September 29, 2027. Funding will be available in the Special Fire Grants Fund.

(Recess)
(Press Availability)

INTRODUCTORY ORDINANCES

12. An Introductory Ordinance amending the City of Laredo's Code of Ordinance Chapter 2, Article II, Division 3, "Leave Policy" providing for updates to definitions, Holiday Pay, Annual Leave, Sick Leave, and other leave provisions to align with the Compressed Workweek Policy and the Classification and Compensation Plan Policy; Providing for a Cumulative Clause; Providing for severability; Providing for Publication; and Declaring an Effective Date. **25-1756**

13. An Ordinance Of The City Of Laredo, Texas authorizing to amend Ordinance 2018-O-175, Article X, Local Preference Program, Of Chapter 2, Administration, Of The Code Of Ordinances To Set Forth The Guidelines For Granting A Local Preference In City Procurements; Providing That This Ordinance Shall Be Cumulative; Providing A Severability Clause; Providing For Publication; And Declaring An Effective Date (As Amended). **25-1807**

FINAL READING OF ORDINANCES

14. Authorizing the City Manager to execute a Second Amendment to Tower Site Lease by and between Pinnacle Towers LLC, a Delaware limited liability company (Pinnacle Towers Inc. a Delaware corporation, was converted pursuant to Delaware law to Pinnacle Towers LLC, effective April 7, 2004) ("Crown") and City of Laredo, a government entity of the State of Texas ("Customer") to amend the term of the agreement effective December 31, 2025 for a term of five years with one five year renewal option. This lease is for space on the tower to collocate any and all antennas/equipment related to the operation of the city's 800Mhz Public Safety Radio System. All other terms and conditions remain in full force and effect. **2025-O-152**

15. An Ordinance of the City Council of the City of Laredo, Texas, authorizing the City Manager to set the maximum speed limits on that portion of Mcpherson Road between Shiloh Drive and Bob Bullock Loop, within the city limits of Laredo, Webb County, Texas, **2025-O-197**

as 40 MPH, based on an in-house speed zone study conducted by the Traffic Safety Division, Engineering Department.

16. An Ordinance authorizing the City Manager to amend the City of Laredo FY2025 General Fund Library Department by appropriating $10,000.00 in revenues and expenses for the Texas State Library and Archives Commission (TSLAC) Texas Reads Grant for an eight-week Toy Photography Workshop for youth during the 2026 Summer Reading Program. Grant will be allocated in the General Fund. **2025-O-179**

17. An ordinance expanding the board of directors of Tax Increment Reinvestment Zone Number One, City of Laredo, Texas; amending ordinance 2016-O-192 to provide for appointment of two additional directors; containing findings and provisions related to the foregoing subject; and providing a severability clause. **2025-O-206**

18. An ordinance authorizing the City Manager to amend the City of Laredo Municipal Housing Fund FY 2025-2026 Annual Budget by increasing revenues and expenditures in the amount of $62,100.00, establishing the rental rates and tenant policies for the Lafayette Tiny Homes Rental Housing Project located at 3602 Eagle Pass, and amending the Full Time Equivalent (FTE) position listing by adding one Administrative Assistant, grade 205 and one Building Maintenance Mechanic, grade 204. These rental units must serve individuals who are low-income, experiencing homelessness, or at risk of becoming homeless, and must offer affordable rents in accordance with HOME-ARP and HOME program regulations. **2025-O-196**

19. An Ordinance of the City of Laredo, authorizing the City Manager to amend the City of Laredo FY2025 General Fund Library Department by appropriating $10,000.00 in revenues and expenses for the Texas State Library and Archives Commission (TSLAC) Texas Reads Grant for an eight-week Toy Photography Workshop for youth during the 2026 Summer Reading Program. Grant will be allocated in the General Fund. **2025-O-182**

CONSENT AGENDA

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

CITY MANAGER'S OFFICE: JOSEPH W. NEEB

20. A Resolution of the City Council of the City of Laredo, Texas, establishing a standardized confirmation and ratification process for all positions requiring City Council approval pursuant to the City Charter or State Law. **2025-R-287**

COMMUNITY DEVELOPMENT: TINA RODRIGUEZ, DIRECTOR

21. A Resolution of the City Council of the City of Laredo, Texas, approving the Bylaws of the Board of Directors for the Reinvestment Zone No. 1 (A Tax Increment Reinvestment Zone) **2025-R-249**

22. Authorizing the City Manager to execute a Participation Agreement with Webb County for participation in Tax Increment Reinvestment Zone (TIRZ) No. 1, pursuant to Chapter 311 of the Texas Tax Code. **25-1798**

ECONOMIC DEVELOPMENT: ARNOLDO LOZANO, INTERIM DIRECTOR

23. A Resolution of the City Council of the City of Laredo, Texas, authorizing and approving a fee waiver and a tax abatement agreement between the City of Laredo and Gonzalo Prida Medellin for a proposed project located at 520 Lincoln, LOT 1 BLK 90 WD that consists of Rehabilitation, in accordance with authorized guidelines and criteria established for the neighborhood empowerment zone (NEZ) 8. This agreement will be for a Ten (10) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of $674,000, estimated annual tax abatement total of $3,406 and estimated total fee waivers of $3,704. Guidelines and criteria for the agreement are set forth in the attached agreement and information. This project is located within City Council district 8. **2025-R-276**

ENGINEERING: ELIUD DE LOS SANTOS P.E., CITY ENGINEER

24. Consideration to award a design/build contract to Nature Trails NC, LLC, Brevard, North Carolina for the Shiloh Bike Trails Improvements Project in response to RFQ FY25-ENG-19 for the amount not to exceed $770,000.00, which includes design plans, specifications, and construction. Funding is available in the District Priority Funds. **25-1856**

25. Consideration for approval of the selection of the top ranked consultant for the RFQ FY25-ENG-57 Project Administration and Management Downtown Rail Corridor Safety Planning Project; and authorization to negotiate and award a professional services contract not to exceed $5,000,000.00. A total of (5) firms responded to the request for qualifications Tuesday, September 18, 2025, and the top (2) firms presented on September 30, 2025 to the evaluation committee.The committee recommends the selection of top ranked consultant HDR Engineering, Inc., San Antonio, Texas. There is no financial impact at this time. **25-1910**

1. HDR Engineering, Inc., San Antonio, Texas
2. RailPros, Inc., Irving, Texas
3. Patrick Engineering Inc, Chicago, Illinois

4. LJA Engineering, Inc., Laredo, Texas
5. Ardurra Group, Inc., Laredo, Texas

26. A resolution of the City of Laredo, Texas, amending resolution No. 2024-R-256 to revise the third paragraph in order to update the description of the authorized use of funds related to the State Infrastructure Bank (SIB) Loan; providing for severability; and providing an effective date. **2025-R-278**

27. Consideration for approval of Amendment No. 2, an increase in the amount of $48,500.00 to the professional services contract with Cavazos Architects, Laredo, Texas, for the City of Laredo Fire Station No. 10 Fleet Annex Building to be located at 11015 McPherson Road, which will include additional architectural/engineering services, and other supplemental services. Current contract amount with this amendment is $377,695.00. Funding is available in the 2021A Certificate of Obligation Bonds. **25-1959**

28. Consideration to award a construction contract to the lowest, responsible, responsive bidder DSG Solutions, LLC, Laredo, Texas in the amount not to exceed $105,940.00 for FY25-ENG-54 Los Martinez Park Light Poles Project for the total base bid including a $10,000.00 contingency allowance. Construction contract time is 90 working days. Funding is available in Community Development Fund- 2021/2022 Grant, Parks Recreation Fund, and 2021-A Certificate of Obligation Bond - District 7 Priority Funds. **25-2043**

1. DSG Solutions, LLC, Laredo, Texas
   Total Base Bid: $105,940.00
2. Royal Contractors, Inc., Laredo, Texas
   Total Base Bid: $164,900.00
3. Zertuche Construction Texas LLC, Laredo, Texas
   Total Base Bid: $137,333.00
4. CID Group, Inc., Laredo, Texas
   Total Base Bid: $275,224.00
5. Midas Contractors, LLC, Laredo, Texas
   Total Base Bid: $313,500.00
6. ABBA Construction, LLC, Laredo, Texas
   Total Base Bid: $333,500.00
7. HDL Construction, LLC, Laredo, Texas
   Total Base Bid: $5,858,000.00

Refer to attached letter of recommendation.

FINANCE: FRANCISCO J. MATA, DIRECTOR

29. Discuss and take action on a resolution authorizing defeasance and redemption of a portion of the City's outstanding Combination **2025-R-280**

Tax and Revenue Certificates of Obligation, Series 2015 and other related matters.

FIRE: GUILLERMO HEARD, FIRE CHIEF

30. Consideration to approve the purchase of two Road Rescue Ram 550 4x2 Ambulance Remounts from Medic Built, Kennedale, TX, in the amount of $508,942.48 through the HGAC Cooperative Purchasing Program #AM10-23. Funding is available in the 2024 Certificate of Obligation Bond. **25-1886**

31. Consideration to approve the purchase of two Stretchers, High-Configured Power Pro 2, and two Power Load systems from Stryker, LLC, Chicago, IL, in the amount of $121,439.18, through the Sourcewell contract #041823. Funding is available in the 2022 and 2024 Certificate of Obligation Bond. **25-1911**

FLEET MANAGEMENT: RONALD MILLER, DIRECTOR

32. Consideration to renew annual service contracts FY24-103 with the following vendors: **25-1813**

1). R&S Inspection Center, Laredo, TX in an annual amount up to $30,000.00 and $60,000.00 for the remainder of the contract term;

2). Rotex Truck Center, Laredo, TX in an annual amount up to $20,000.00 and $40,000.00 for the remainder of the contract term;

to provide safety inspection services for all Non-DOT and DOT medium size fleet vehicles. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be extended for two additional one-year periods, upon mutual agreement of the parties. All services will be purchased on an as needed basis. Funding is available in the Fleet Management Fund.

33. Consideration to award annual contract FY25-089 for the general diesel engine repairs and parts/service for the City's Fleet Department to the following lowest responsive/responsible vendors: **25-1849**

1. Cervantes Truck Center, Laredo, Texas in an annual amount up to $600,000.00 and $1,800,000.00 for the remainder of the contract term;

2. Rotex Truck Center, Laredo, Texas in an annual amount up to $250,000.00 and $750,000.00 for the remainder of the contract term;

3. South Texas Auto Rebuilders, Laredo, Texas in an annual

amount up to $250,000.00 and $750,000.00 for the remainder of the contract term;

4. Rush Truck Center, Laredo, Texas in an annual amount up to $250,000.00 and $750,000.00 for the remainder of the contract term;

5. J&P Mobile Mechanics, Laredo, Texas in an annual amount up to $50,000.00 and $150,000.00 for the remainder of the contract term;

6. Andy's Auto Air & Supplies, Laredo, Texas in an annual amount up to $50,000.00 and $150,000.00 for the remainder of the contract term.

This contract establishes multiple vendors for general diesel engine repairs and provides the ability to outsource and expedite needed diesel engine repairs. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds and compliance city code of ordinances. This contract can be renewed three additional one-year extension periods, upon mutual agreement of the parties. Funding is available in the Fleet Management Fund.

34. Consideration to renew supplies contract FY23-040 for the purchase of OEM parts for small and medium vehicles for the City's Fleet Department with the following vendors: **25-1998**

Section I: Rush Truck Center, Laredo, TX in an annual amount up to $450,000.00;
Doggett Freightliner, Laredo, TX in an annual amount up to $250,000.00;

Section II: Doggett Freightliner, Laredo, TX in an annual amount up to $300,000.00;
Rush Truck Center, Laredo TX in an annual amount up to $150,000.00;

Section III: Rotex Truck Center, Laredo, TX in an annual amount up to $500,000.00;
Andy's Auto & Bus Air, Laredo, TX in an annual amount up to $75,000.00 (A/C Parts Only);
Rush Truck Center, Laredo, TX in an annual amount up to $200,000.00 (Parts Only);

Section IV: Rush Truck Center, Laredo, TX in an annual amount up to $85,000.00;

Doggett Freightliner, Laredo, TX in an annual amount up to $70,000.00;

Section V: Rush Truck Center, Laredo, TX in an annual amount up to $150,000.00;
Doggett Freightliner, Laredo, TX in annual amount up to $100,000.00.

This contract provides the Fleet Department with the ability to purchase OEM parts for small and medium vehicle repairs. 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 is the last extension period for this contract. All parts and services will be secured on an as-needed basis. Funding is available in the Fleet Management Fund.

PUBLIC HEALTH: DR. RICHARD A. CHAMBERLAIN, DIRECTOR

35. A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept and enter into a continuation contract from the Health Resources & Services Administration 340B Drug Pricing Reimbursement Program, in the total amount of $350,000.00, with no match for the City of Laredo Public Health Department for the term period from October 01, 2025 through September 30, 2026. Funds will be accounted for in the Laredo Public Health Department Fund - STD 340B Program. **2025-R-267**

36. Authorizing the City Manager to execute a professional services agreement with Dr. David H. Cruz, M.D., for continued physician oversight of the City's Employee Health & Wellness Clinic. This agreement consolidates medical direction, workers' compensation review, and prescriptive authority. The initial term of the agreement is two years, with up to two additional one-year extensions upon satisfactory performance. Annual base compensation shall be $75,000 per year, with a 3% annual cost-of-living adjustment (COLA), not to exceed a total contract value amount of $315,000.00. Funding is available in the Risk Management Fund - Employee Health and Wellness. **25-2033**

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):
· Goal 7.1: Improve access to health services for all residents.
· Policy 7.1.3: Promote preventive care and occupational health programs to improve overall community well-being.
· Goal 7.5: Strengthen public health systems and operations.
· Policy 7.5.1: Ensure public health programs are financially sustainable and responsive to community and workforce needs.
· Policy 7.5.3: Enhance coordination between public health,

clinical providers, and employers to promote workplace wellness and safety.

Summary of alignment: This resolution aligns with the Viva Laredo Comprehensive Plan by supporting the City's commitment to preventive and occupational health for employees and their families. The physician services agreement ensures continued medical oversight, wellness care, and occupational health management-key components of a healthy and productive workforce. By investing in preventive medicine, safety oversight, and medical consultation, this initiative directly advances the Plan's goals to strengthen public health systems, protect worker well-being, and promote sustainable, responsive health programs within the municipal workforce.

UTILITIES: DR. TAREQ AL-ZABET, DIRECTOR

37. Consideration to award annual supply/service contract FY25-071 with the lowest responsive/responsible bidder Rain for Rent, Bakersfield, CA in an annual amount up to $500,000.00 for a total contract value of $2,000,000.00 to provide emergency diesel by-pass pump rentals. The vendor shall provide all required equipment, materials, labor, transportation, fuel, and supervision necessary to support temporary by-pass pumping operations at wastewater lift stations or gravity main segments during emergency conditions or scheduled repairs. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract has three additional one (1) year extension periods, upon mutual agreement of the parties. Funding is available in the Sewer System Fund - 2022 Sewer Revenue Bond. **25-1489**

38. Consideration to authorize the City Manager to execute a purchase agreement with Patterson Equipment Company, The Woodlands, Texas, the sole authorized distributor in Texas for Super Products vacuum equipment in the amount of $65,885.20. This authorization is for the repairs of Vacuum Truck Unit #14664, which requires replacement of the debris tank. Funding for this purchase is available in the Sewer System Fund - 2024 Sewer Revenue Bond. **25-1961**

39. Consideration to renew supply/services contract number FY24-098 with Midas Contractors of Laredo, Texas in an annual amount of up to $270,000.00 and $540,000.00 for the remainder of the contract term. These services shall be purchased on an as needed basis by the Utilities Department for repairs and new projects. The term of this contract shall be for a period of one year beginning as of the date of its execution. This contract can be renewed for two additional one-year extension periods, upon mutual agreement of the parties. Funding is available in the Waterworks & Sewer **25-1962**

System Funds.

40. Consideration to award service contract FY25-073 to HST Utility Inc, Saint Petersburg, Florida in an amount of $158,600.00 for Phase V to replace existing large water meters with Neptune Mach 10 ultrasonic water meters at various locations throughout the city. The Utilities Department reserves the right to award Phases I to IV which encompasses the entire city at later date and as it determines fit. Each phase will include the replacement of a specified number of meters. This contract shall be for an initial period of six (6) months from the commencement date. Funding is available in the Waterworks and Sewer System Funds. **25-1963**

41. Authorizing the City Manager to ratify a purchase order in the amount of $249,000.00 to SAL Construction Management for an emergency contract. This contract was necessary to repair a 36-inch water line break that occurred on September 19, 2025. The emergency work ensured continuous water service to the Laredo South area. Funding for this contract is available in the Waterworks Fund - 2024 Water Revenue Bond. **25-2001**

END OF CONSENT AGENDA

EXECUTIVE SESSION

The Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any posted agenda item when authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and/or 551.087 (Economic Development). Following closed session, the open meeting will reconvene at which time action, if any, may be taken.

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

42. Authorizing the City Manager to execute a three year software service contract with sole-source vendor Remix Technologies, LLC, a subsidiary of VIA Transportation, Inc. in the total amount of $151,200.00. This is a purchase of a cloud-based platform for planning, simultaneous cost estimation, geospatial data analysis, and equity analysis that enable time tables, blocking, run-cutting, and rostering for bus operations. Funding is available in the El Metro Operations Fund. **2025-RT-45**

43. Authorizing the City Manager to amend the CNG Facilities Maintenance Agreement by increasing the year amount from $150,000.00 to $243,000.00, henceforward, due to that all of the fixed route buses are now operated by compressed natural gas (CNG) fuel and the fuel stations are needing frequent maintenance. **2025-RT-46**

Service facilities are located at 401 Scott St and 5710 Daugherty Ave. No other amendment to the agreement. Funding is available in El Metro Operations Fund.

44. Consideration to award contract FY25-086 to the lowest responsive, responsible bidder Arguindegui Oil Co. LTD, FY25-086 in an annual amount of $97,523.50 for a total contract value of $487,617.50 to Arguindegui Oil Co. LTD, Laredo, TX for the purchase of motor oil and lubricants for the Laredo Transit Management. The term of this contract is for two (2) years beginning the date of its execution with three (3) additional one (1) year renewal periods upon mutual agreement of both parties. Funding is available in the El Metro Operations Fund. **2025-RT-47**

ADJOURN AS THE LAREDO MASS TRANSIT BOARD AND CONVENE AS THE LAREDO PUBLIC FACILITY CORPORATION

GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

Request by Mayor Dr. Victor D. Treviño

45. Discussion with possible action on sending a resolution in line with the Southern Alliance of Cities to request Mexico pay the water amounts to South Texas that were recently agreed to by the October 25 deadline, and any matters related to thereto. **25-C-176**

Sponsors: Mayor Pro Tempore Vanessa Perez

46. Discussion with possible action on update of previously approved feasibility study on convention center/multi-use center, or any matters related thereto. **25-C-182**

Sponsors: Mayor Pro Tempore Vanessa Perez and Cm. Ruben Gutierrez Jr.

Request by Council Member Ricardo "Richie" Rangel, Jr.

47. Discussion with possible action on a status update on the vehicles for hire ordinance and any others matters incident thereto. **25-C-180**

Request by Council Member Melissa R. Cigarroa

48. Discussion with possible action regarding the feasibility, planning, and potential development of a City of Laredo Civic Center, including evaluation of potential locations, funding mechanisms, public-private partnership opportunities, and any other matters incident thereto. **25-C-179**

Sponsors: Cm. Ricardo "Rick" Garza and Cm. Alyssa Cigarroa

Request by Council Member Ruben Gutierrez, Jr.

49. Discussion and possible action to support federal employees **25-C-177**

affected by a government shutdown by allowing the deferral of utility payments during the shutdown period, without disconnection penalties or late fees; and any matter incident thereto.

Sponsors: Cm. Gilbert Gonzalez and Cm. Ricardo "Richie" Rangel Jr.

50. Discussion with possible action to install speed humps on Martens Street, Josefina Drive, Crownwood Drive, and Bulldog Blvd. as needed; and any matter incident thereto. **25-C-178**

Request by Council Member Dr. David Tyler King

51. Discussion with possible action regarding an update on how the City will be implementing the indoor recreation feasibility study which was funded in the FY 2025-2026 Capital Improvement Plan, and any other matters incident thereto. **25-C-172**

52. Discussion with possible action regarding the possible purchase of property that connects Divine Mercy Park and Shiloh Bike Trails, and any other matters incident thereto. **25-C-173**

53. Discussion with possible action regarding the enforcement and applicability of City ordinances pertaining to the operation of businesses from residential properties without the required permits, including the legality of using residential lawns or premises to advertise items for sale—such as motor vehicles—not owned by the property occupant, and any other matters incident thereto. **25-C-174**

Request by Mayor Pro Tempore Vanessa J. Perez

54. Discussion with possible action on opportunities for centralization of city services within the organization, and any other matters incident thereto. **25-C-156**

55. Discussion with possible action regarding Riverbank drive, and any other matters incident thereto. **25-C-181**

Request by Council Member Alyssa Cigarroa

56. Discussion with possible action to consider the Mercadito Azteca feasibility study, including potential designation of 14 Iturbide as the project site, comparison of renovation needs identified in the feasibility study with the assessment prepared by the Engineering Department, identification of which organization would be engaged to work with this property, and identification of funding partnerships to offset costs of building renovations, startup, and ongoing operations, and any other matters incident thereto. **25-C-175**

ADJOURN

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was

posted on Thursday, October 09, 2025 at 5:45 p.m.

City of Laredo

City Council

Meeting Date: 10/20/2025 **Communications 1.**

City of Laredo

City Council

Meeting Date: 10/20/2025 **Appointment 2.**

City of Laredo

City Council

Meeting Date: 10/20/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 3.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 12, Block 446, Eastern Division, located at 202 West San Carlos Street, from R-3 (Mixed Residential District) to B-1 (Limited Business District).

The Planning and Zoning Commission recommended denial of the proposed zone change and staff does not support the application.

ZC-070-2025
District VIII

Council District: District 8 **Zone Case:** ZC-070-2025

Letters sent to property owners: 35

In Favor (within 200 radius): 0
Opposed (within 200 radius): 3

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Deny
The Planning & Zoning Commission in a 5 to 0 vote recommended denial of the zone change.

STAFF RECOMMENDATION - Does not support
Staff does not support the application.

City Council-Regular Meeting

Date: 10/20/2025

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Sergio and Yessenia Briones, Owners
Staff Source: Vanessa Guerra, MPA, AICP, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 12, Block 446, Eastern Division, located at 202 West San Carlos Street, from R-3 (Mixed Residential District) to B-1 (Limited Business District).

The Planning and Zoning Commission recommended **denial** of the proposed zone change and staff **does not support** the application.

ZC-070-2025
District VIII

PREVIOUS COUNCIL ACTION

On February 6, 2005, City Council approved the conditional use permit for a kiosk/food stand. (Ordinance No. 2006-O-019).

On April 6, 2015, City Council approved of the conditional use permit amendment, which added a meat market to the existing grocery store. (Ordinance No. 2015-O-039).

BACKGROUND

Council District: VIII – Cm. Alyssa Cigarroa

Proposed use: The proposed use is a grocery store with a restaurant (kiosk).

Site: The site is currently a grocery store with a restaurant (kiosk).

Surrounding land uses: To the north of the site is residential uses and West Bustamante Street. To the east of the site is McDonell Avenue and residential uses. To the south of the site is West San Carlos Street and residential uses. To the west of the site is residential uses, Buen Pastor Asamblea De Dios (church), and Valencia Avenue.

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

https://www.cityoflaredo.com/LaredoPlanning/wp-content/uploads/2021/03/viva-laredo-city-of-laredo-comprehensive-plan.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies West San Carlos Street and McDonell Avenue as local streets.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 35
Inside 200' Radius: In Favor: 0 **Opposed:** 3
Outside 200' Radius: In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a **5** to **0** vote recommended **denial** of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change for the following reasons:

1. The proposed zone change creates an isolated zoning district.
2. The proposed zone change of a B-1 will introduce uses that are dissimilar in the area.
3. The proposed zone change of a B-1 will allow uses that will negatively impact the surrounding residential uses.

General Comments:

1. Pursuant of a conditional use permit amendment is anticipated to be more appropriate at this location. However, the conditional use permit is not guaranteed.
2. The approval of the zone change does not guarantee the issuance of the building permit.
3. The use authorized by the zone change is required to abide by all relevant municipal codes.

Staff **does not support** the application.

B-1. The purpose of the B-1 Limited Business District is to provide for business and commercial development serving a limited geographic area or neighborhood.

Is this change contrary to the established land use pattern?
Yes. The proposed site abuts a large area of residential uses.

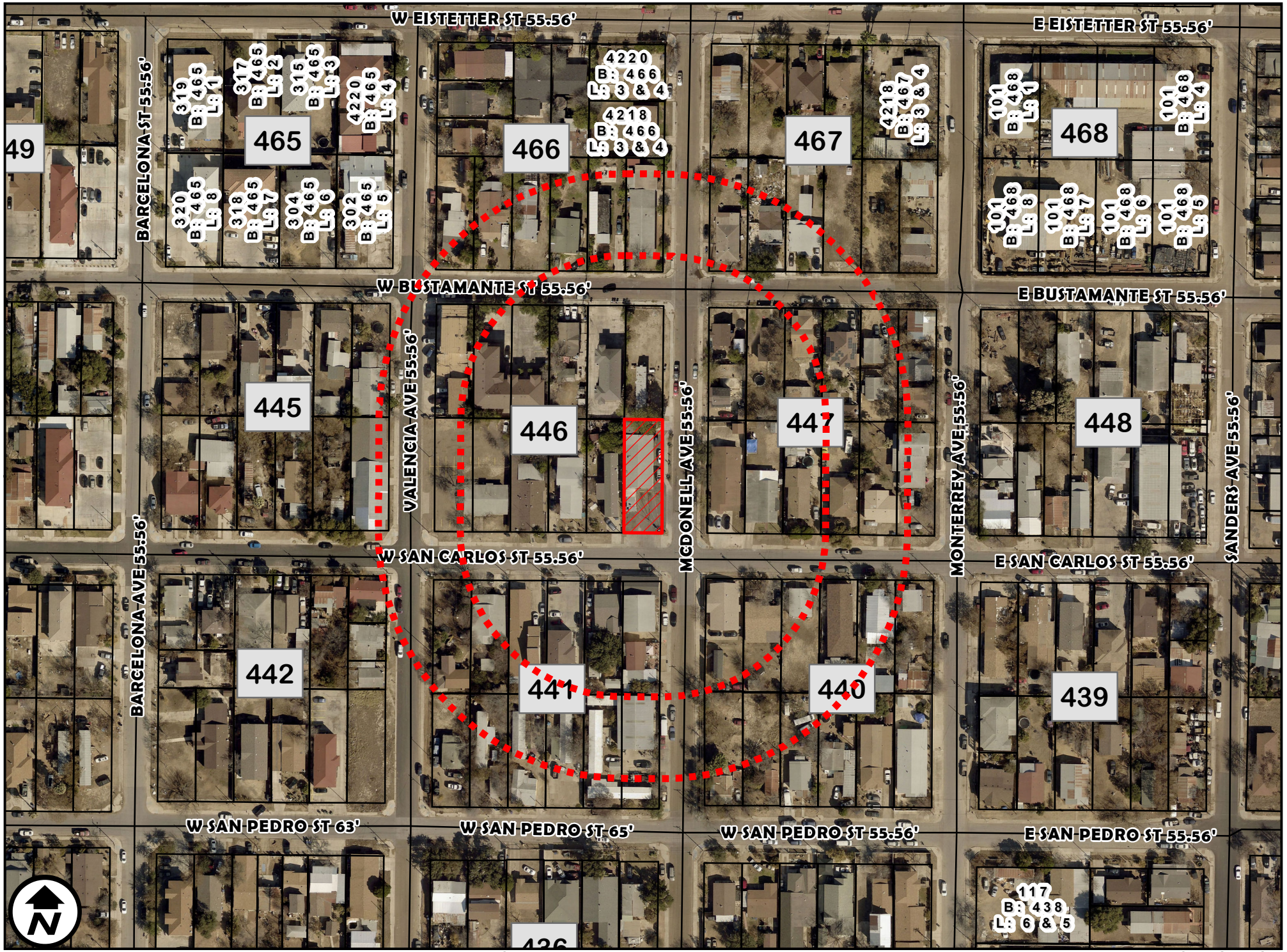
Would this change create an isolated zoning district unrelated to surrounding districts?
Yes, the proposed will create an isolated zoning district.

Will change adversely influence living conditions in the neighborhood?
The proposed zone change may be anticipated to negatively impact the surrounding neighborhood due to the introductory uses of a B-1 zone change.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing R-1 does not allow for proposed commercial uses intended by the applicant.

Attachments

Maps
Zone Change Signage
Ordinance No. 2006-O-019
Ordinance No. 2015-O-039
Draft Ordinance

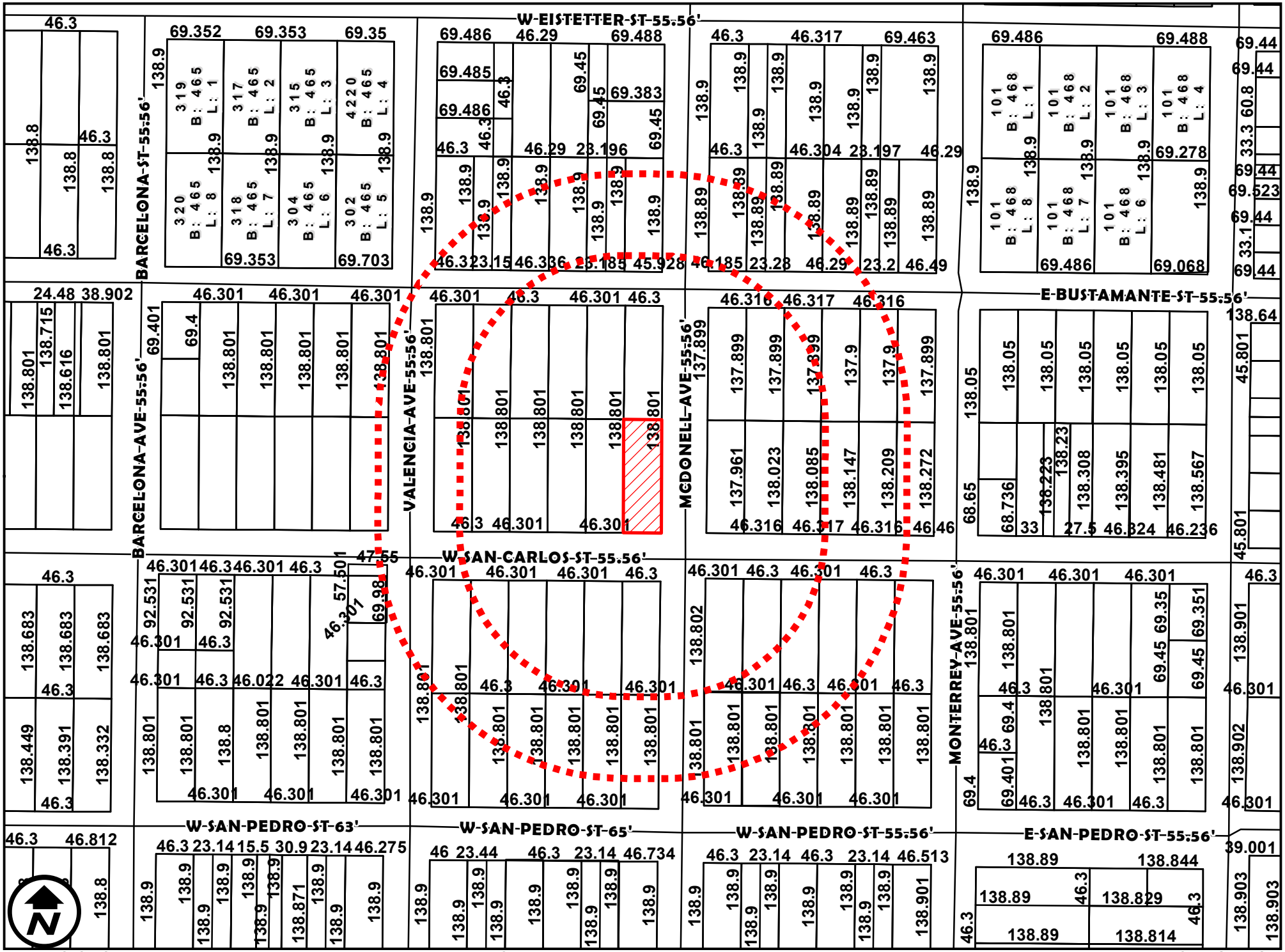


AERIAL MAP

1 inch = 150 feet

ZC-070-2025
COUNCIL DISTRICT 8
202 WEST SAN CARLOS STREET

APPLICATION FO
R-3 (MIXED RESIDENTIAL DISTRICT) TO
B-1 (LIMITED BUSINESS DISTRICT)

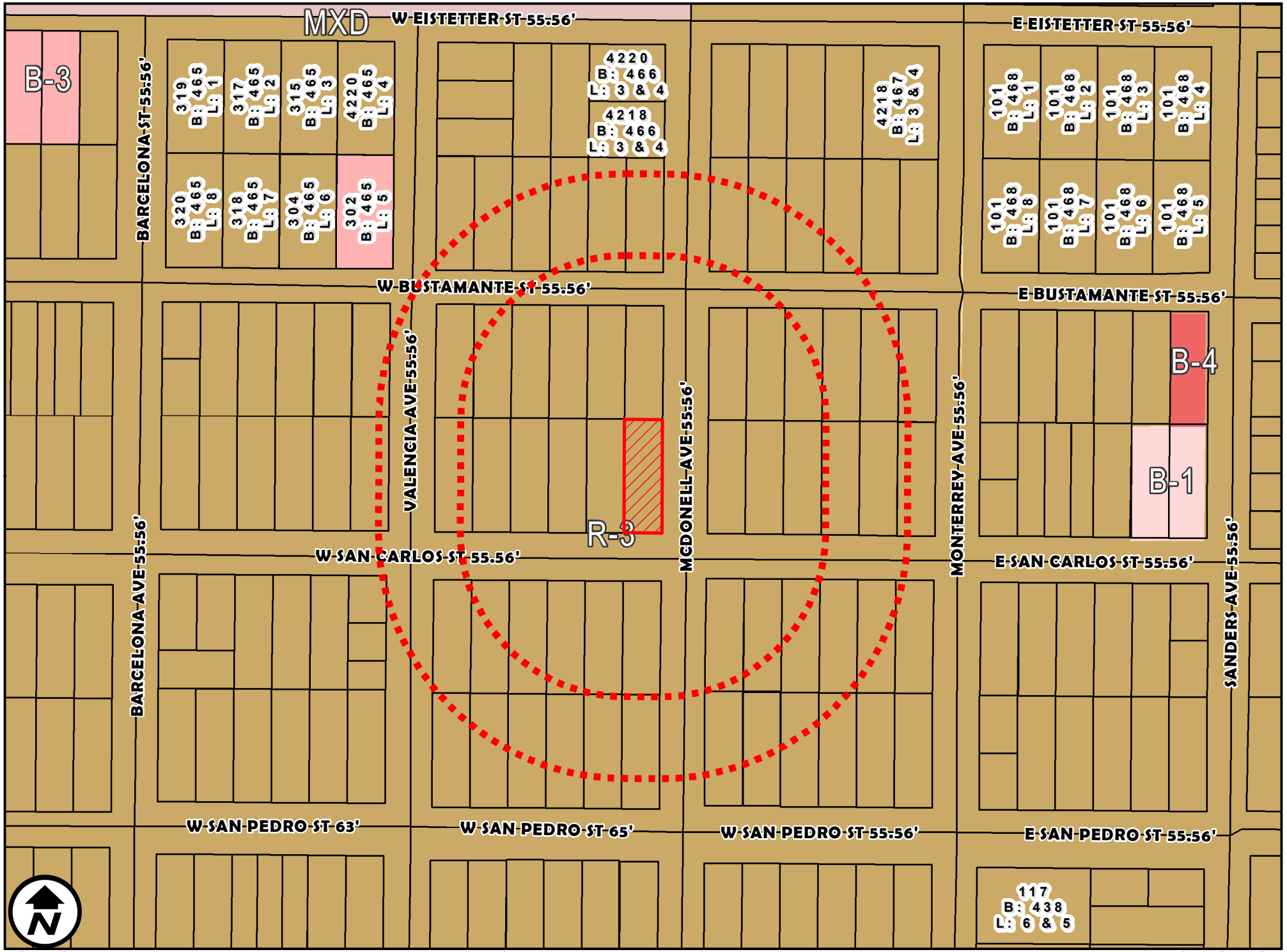


DIMENSIONS MAP

1 inch = 150 feet

ZC-070-2025
COUNCIL DISTRICT 8
202 WEST SAN CARLOS STREET

APPLICATION FC
R-3 (MIXED RESIDENTIAL DISTRICT) T
B-1 (LIMITED BUSINESS DISTRICT)

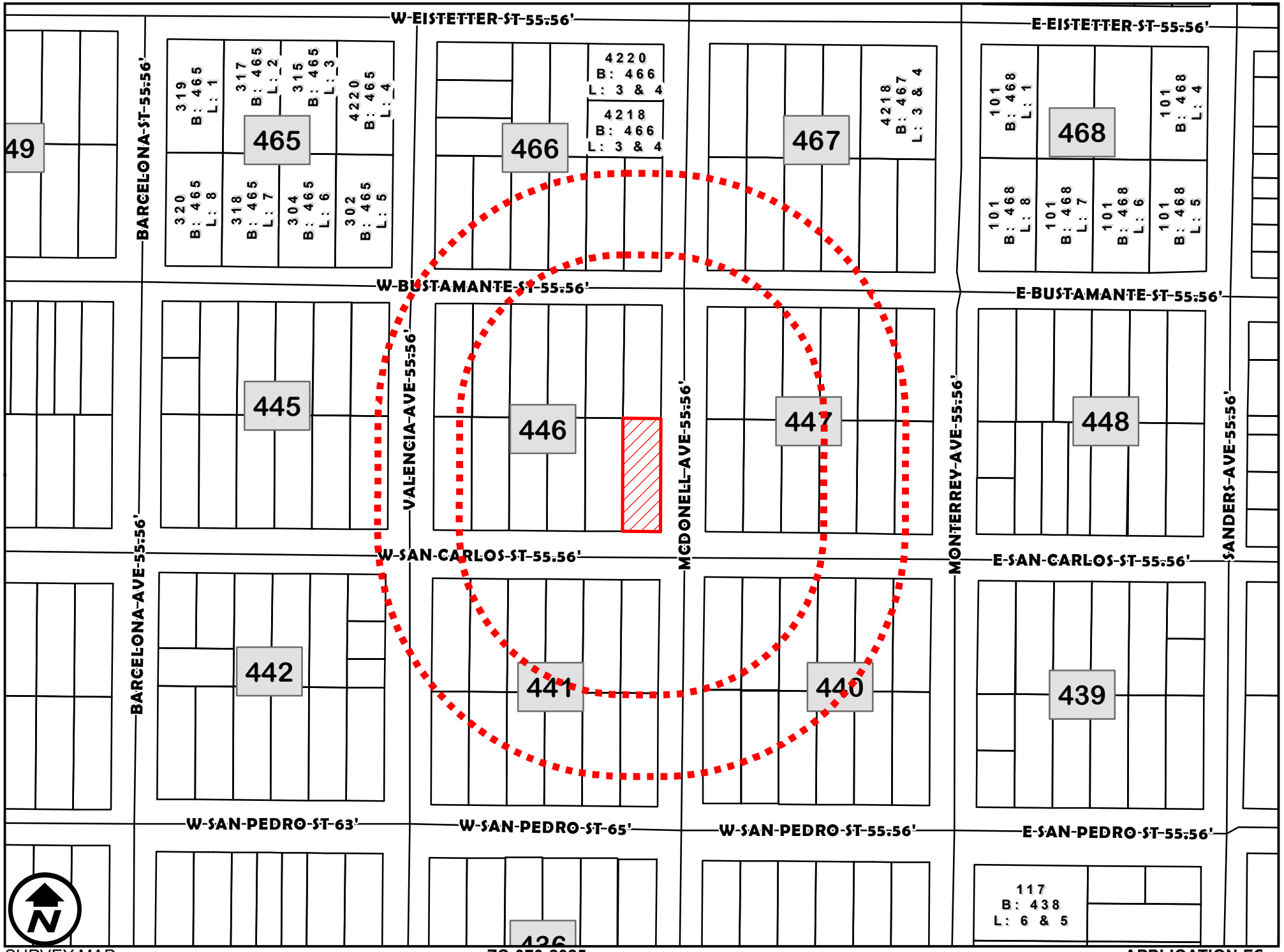


ZONING MAP

1 inch = 150 feet

ZC-070-2025
COUNCIL DISTRICT 8
202 WEST SAN CARLOS STREET

APPLICATION FO
R-3 (MIXED RESIDENTIAL DISTRICT) TO
B-1 (LIMITED BUSINESS DISTRICT)

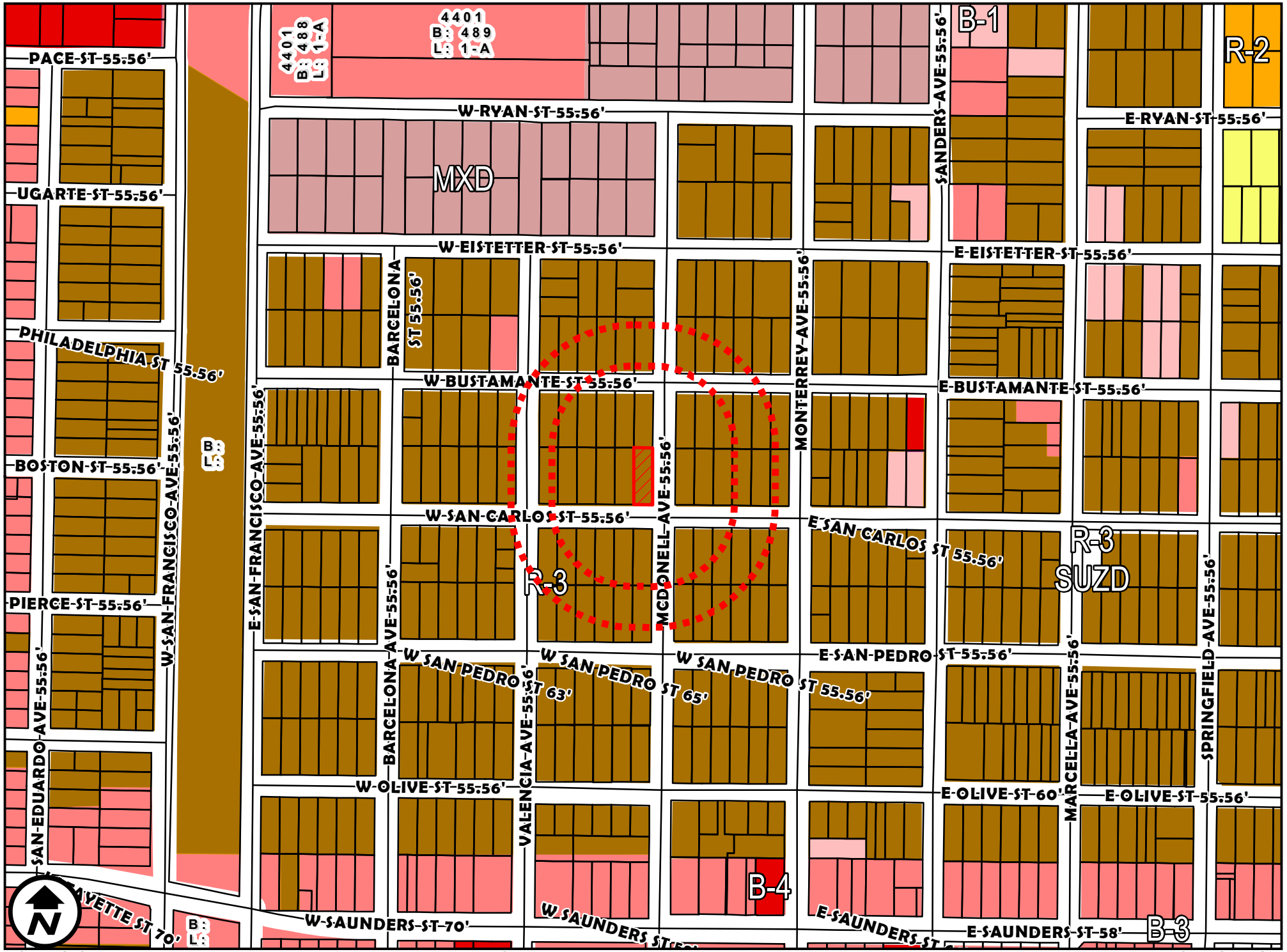


SURVEY MAP

1 inch = 150 feet

ZC-070-2025
COUNCIL DISTRICT 8
202 WEST SAN CARLOS STREET

APPLICATION FC
R-3 (MIXED RESIDENTIAL DISTRICT) TO
B-1 (LIMITED BUSINESS DISTRICT)

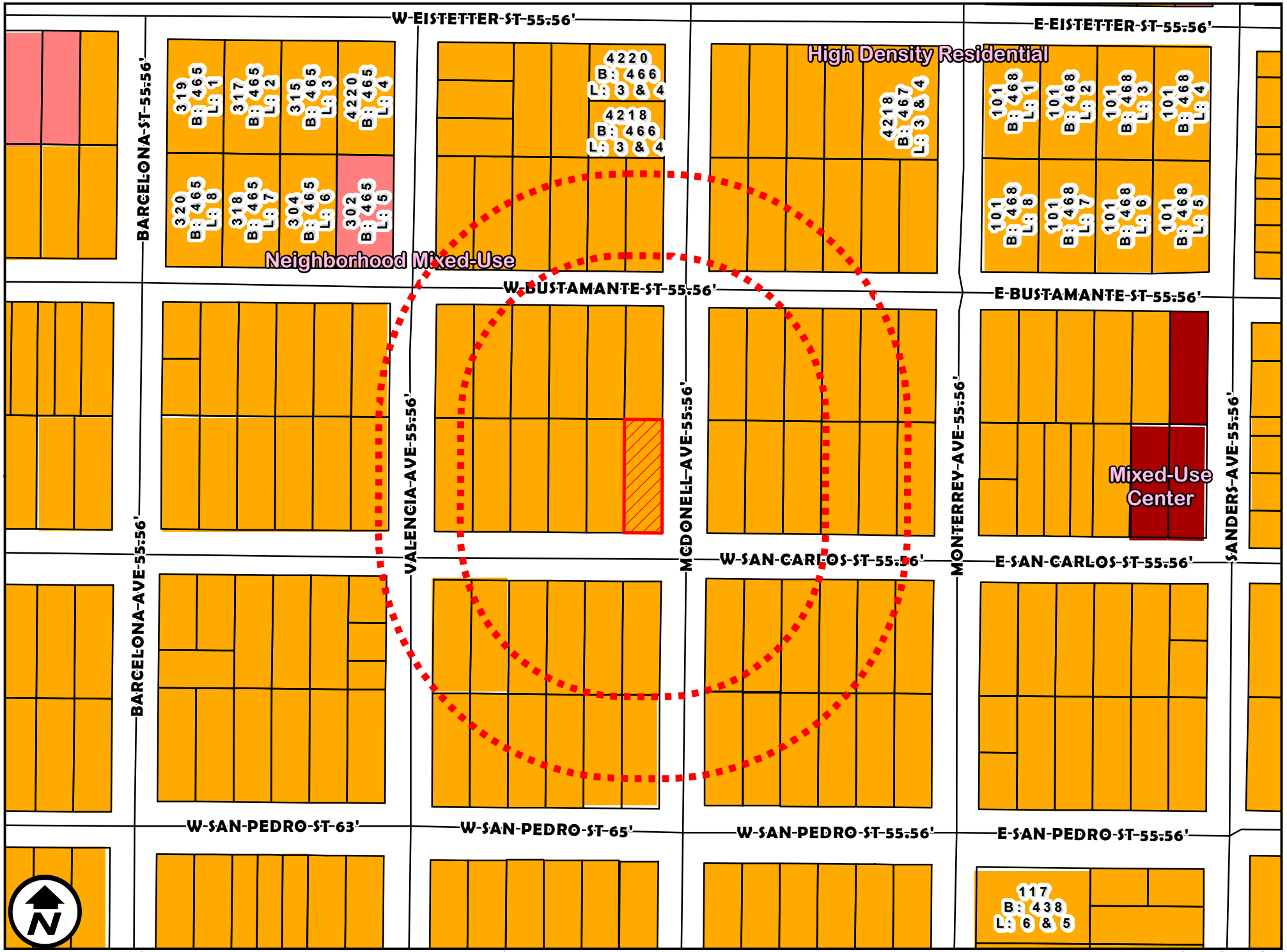


ZONING OVERVIEW

1 inch = 300 feet

ZC-070-2025
COUNCIL DISTRICT 8
202 WEST SAN CARLOS STREET

APPLICATION FO
R-3 (MIXED RESIDENTIAL DISTRICT) T
B-1 (LIMITED BUSINESS DISTRICT)

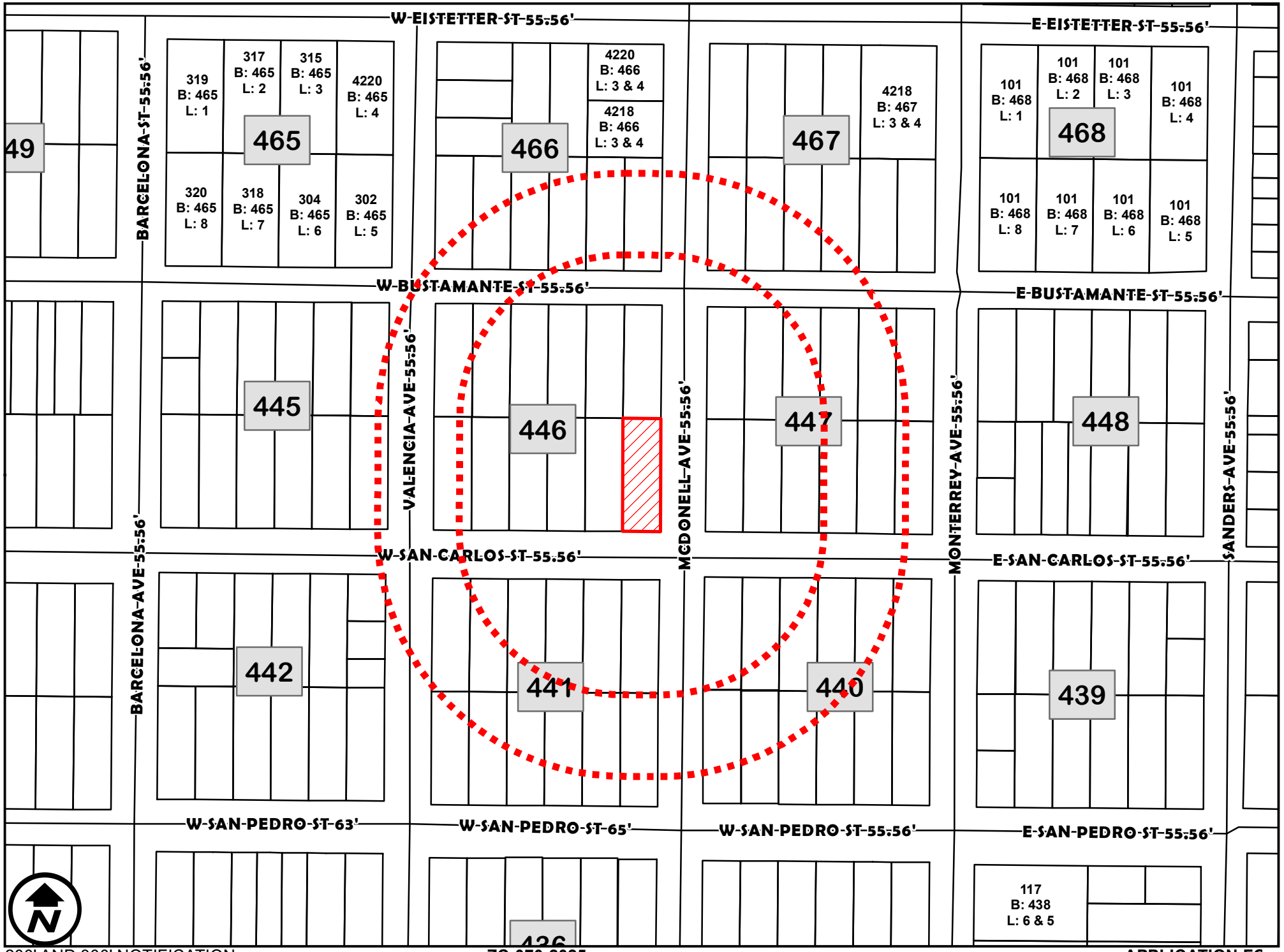


FUTURE LANDUSE

1 inch = 150 feet

ZC-070-2025
COUNCIL DISTRICT 8
202 WEST SAN CARLOS STREET

APPLICATION FC
R-3 (MIXED RESIDENTIAL DISTRICT) TO
B-1 (LIMITED BUSINESS DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-070-2025
COUNCIL DISTRICT 8
202 WEST SAN CARLOS STREET

APPLICATION FC
R-3 (MIXED RESIDENTIAL DISTRICT) TO
B-1 (LIMITED BUSINESS DISTRICT)

IN-N-OUT Groceries
202 W. San Carlos
OPEN
NO OVERNIGHT PARKING
NOTARY PUBLIC
ZC-070-2025
ATTENTION
PROPOSED
ZONE CHANGE
FROM R-3 TO B-1
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613
HANDICAPPED PARKING
Electrolit
¡HIDRATACIÓN TOTAL!
AVAILABLE HERE
intermex
IC

902 YALE
LAREDO, TX 78045

City Of Laredo
Building Services Dept.
Zoning Violation Report

ADDRESS: 202 N SAN CARLOS ST.

DATE: 08/07/2008

TENANT: SAME

OWNER: RALPH A. & MARIA C HASE

PHONE: 722 1539

DIVISION: EASTERN DIVISION

LOT: 12 BLOCK: 446 ZONE DISTRICT: CUP (R-3)

ALLEGE VIOLATION: CUP (2006-0-019)

DATE OF PHOTO: 08/7/2008

INVESTIGATION REPORT: 08/07/2008 JV SPOKE TO MR & MRS HASE & INFORMED BOTH OF VIOLATIONS & EXPLAINED CUP ENFORCEMENT PROCEDURES & ISSUED A WRITTEN WARNING. 09/09/2008 JV SPOKE WITH MR & MRS HASE & INFORMED HIM OF VIOLATION & GRANTED 2 DAYS TO SPEAK TO MR KEITH SELMAN BEFORE ISSUING CITATION. 9/10/2008 JV MET WITH KEITH SELMAN PLANNING DIRECTOR & SUSANA RAMOS PLANNER II ~~AT LOCATION~~. REF: LANDSCAPING AREA IS APPROVED AS IS (NOT AS EXHIBIT "B"). 2 DAYS TO PLANT ONE MORE TREE & SHRUBS. 9/18/2008 JV MISSING SHRUBS & TREE HAVE BEEN PLANT / BARBQ PIT HAS BEEN RELOCATED. THEREFORE IS IN COMPLIANCE

DATE COMPLAINT FILED IN COURT:

DATE OF COMPLIANCE:

CURRENT STATUS:

DATE: 08/07/2008

SIGNATURE:

TX400I01 City of Laredo 8/07/08
Account History Inquiry 11:45:14

Account ID, location ID : 108440 108440
Parcel number . . . . . : 332-00446-120- -
Alternate ID . . . . . :
Address . . . . . : 202 W SAN CARLOS ST
Owner name . . . . . : HASE RALPH A & WF MARIA C
Type options, press Enter.
5=View detail

Opt	Date	Type	Code	Year	Roll	Period	Amount	Tax receipt
_	1/31/85	PAYMENT	TX				26.52-	0000000

Bottom

F3=Exit F5=Valuation inq F6=Year summ inq F8=History print
F10=View 1 acct bal F12=Cancel

LMAC1701 City of Laredo 8/07/08
Property Description Inquiry 11:43:42

Location ID . . . . . : 108440
Parcel number . . . . . : 332-00446-120- -
Alternate ID . . . . . :
Location address . . . . : 202 W SAN CARLOS ST
Primary related party . : HASE RALPH A & WF MARIA C

LOT 12 BLK 446 ED

Press Enter to continue.

F2=Address F3=Exit F12=Cancel F16=Rel party data

TX100I01 City of Laredo 8/07/08
)ax Account Master Inquiry) 11:43:49

```
Account ID, location ID . . :     108440      108440
Parcel number . . . . . :  332-00446-120-       -
Alternate ID  . . . . . :
Address . . . . . :  202 W SAN CARLOS ST
Owner name  . . . . . :  HASE RALPH A & WF MARIA C
  Owner name 2  . . . . . :
  Owner address . . . . . :  202 W SAN CARLOS ST

                           LAREDO                TX  78041
Roll code . . . . . :  R                  PROPERTY TAX ROLL
Roll year flag  . . . . . :  C                  CURRENT YEAR
Entity code . . . . . :
Combined bill code  . . . . :  LARE               CITY OF LAREDO
Status code . . . . . :
Open lien . . . . . :

Press Enter to continue.

F3=Exit                    F6=History
          F11=Miscellaneous        F12=Cancel    F24=More keys
```

UT210I01 CITY OF LAREDO WATER UTILITY DEPARTMENT 8/07/08
Lo tion Customer History Inqu y 11:49:28

Location ID: 554813 Addr: 202 W SAN CARLOS ST
Type options, press Enter.
1=Select 5=View detail

Opt	Customer ID	Name	Type	Sts	Initiation Date	Termination Date
_	207980	MUNOZ, RUBEN		A	4/15/88	

Bottom

F3=Exit F5=Services F12=Cancel

```
UT200I01          CITY OF LAREDO WATER UTILITY DEPARTMENT          8/07/08
                    C  Lomer Master File Inquiry  )                11:49:34

Customer ID . . . . . :      207980
  Name . . . . . :    MUNOZ, RUBEN
  Mailing address . . . . . :    202 W SAN CARLOS ST

  Zip code . . . . . :    780414820  LAREDO                    TX
  Delivery point . . . . . :    02
  Phone . . . . . :         -
  Drivers license number . . . . . :    ****
  Social security number . . . . . :
  Attention/doing business as . . . :
  OLD ACCOUNT NUMBER . . . . . :    246916
  DATE OF BIRTH . . . . . :
  Customer name type . . . . . :    C                 COMPANY
  Group number . . . . . :
  Deposit sponsor ID . . . . . :
  Display bank draft information . :    Not authorized  ACTIVE
  Display additional information . :    N               NO

F3=Exit   F5=Services                    F7=Cust misc info   F8=Alt address
F9=Change history      F10=Payment plans  F12=Cancel          F24=More keys
```

ORDINANCE NO. 2006-O-019

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR A KIOSK/FOOD STAND ON LOT 12, BLOCK 446, EASTERN DIVISION, LOCATED AT 202 WEST SAN CARLOS STREET; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for a kiosk/food stand on Lot 12, Block 446, Eastern Division, located at 202 West San Carlos Street; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on December 15, 2005; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the Conditional Use Permit; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on January 23, 2006, on the request and finds the Conditional Use Permit amendment appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Conditional Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Conditional Use Permit may commence; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Conditional Use Permit for kiosk/food stand on Lot 12, Block 446, Eastern Division, located at 202 West San Carlos Street.

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

1. Parking shall comply with the Laredo Land Development Code at all times.
2. The Conditional Use Permit shall be issued to the Ralph A. and Maria C. Hase and is nontransferable.

3. The Conditional Use Permit is restricted to the activities provided in the letter, Exhibit "A", which is made part hereof for all purposes.
4. The Conditional Use Permit is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.
5. Trees and shrubs shall be planted and maintained in accordance with the Laredo Land Development Code.

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein and below:

1. Criteria

Any Conditional Use Permit, authorized by City Council, shall be considered in noncompliance and shall be revoked and removed from the City of Laredo Zoning Map, in the event a court of law finds the use in violation of any of the following conditions:

A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.
B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.
C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.
D. The use of which the Conditional Use Permit was authorized does not commence within six months of City Council's final approval date.

2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Conditional Use Permit revocation procedures shall commence as below stipulated:

A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Conditional Use Permit for that location.
B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.

D. The Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 6th DAY OF February, 2005.

ELIZABETH G. FLORES
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
JAIME FLORES
CITY ATTORNEY

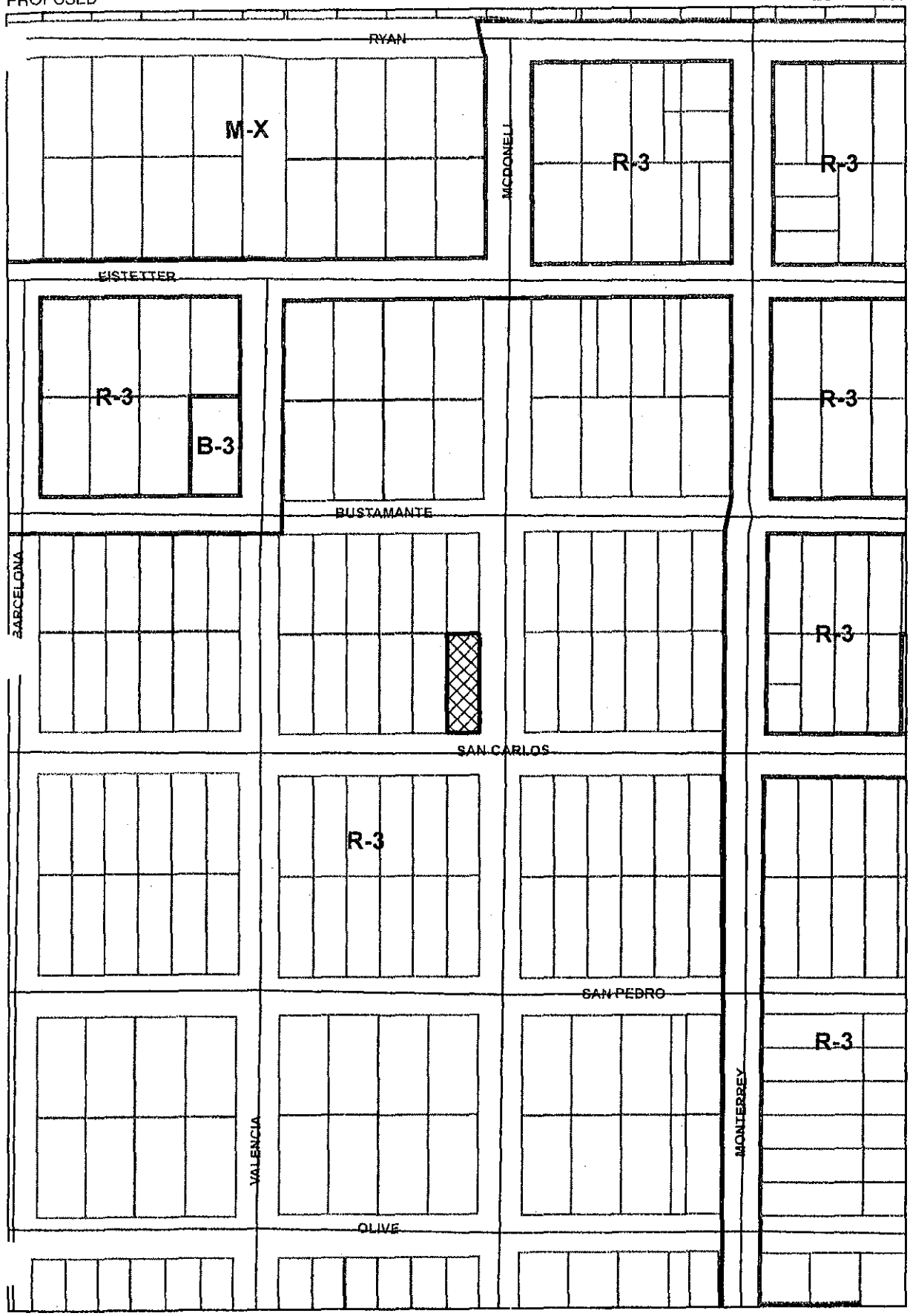
BY: ANTHONY C. MCGETTRICK
ASSISTANT CITY ATTORNEY

PROPOSED

Rezone from R-[illegible] (M[illegible]ed Residential District) to
C.U. [illegible]) Conditional Use Permit)

Location: 202 W. San Carlos

ZC-117-2005



N
W E
S

1 inch equals 200 feet

City of Laredo
Zoning Map

'ony & Art's
202 W. San Carlos
Laredo, Tx.78041
956-722-1539

TO: Planning & Zoning

1. We have an existing business of a c-store which has been in this location since 1982.

2. We are proposing to add a Kiosk in the front of the business. The size is 10ft wide x 12ft long. This is a portable building. We will sell tacos, nachos, frito pies, sodas, hot dogs, with condiments. The hours of operation of my store are 7:30 am until 10:00pm seven days a week, the hours of the taco stand will be also between those hours.

3. At the present time we just have a family run business. Depending on how the tacos sell here we may add 2 or 3 more employees, between the c-store and the taco business, which would be of help to our community also.

4. When we are approved we will meet all health, and city requirements & Maintain them.

5. The portable building contains a 3 compartment sink, a hand sink, hot water heater, refrigerator, and will contain an electric grill and stove. It will be all electric. We will connect to city water and sewer, using a grease trap.

6. This business will be an asset to the area as well as my business, as there Is nothing like it in the area, [legal], and my customers are always asking me for hot food at the store.

7. We also think this conditional use permit should be approved because as of this year our property is valued as a commercial property for city, county, and school taxes. We had about a 67% tax increase this year, which hurts on a small business.

Thanks for your attention

Ralph A Hase

Exhibit "A"

CARLOS.

446 E. C.

SAN CARLOS ST.

09/10/2008

KEITH SELMAN PLANNING DIRECTOR (WITH SUSANA RAMOS PLANNER II) APPROVED SITE PLAN EXHIBIT "B" FOR CHANGE ON LANDSCAPE AREA AS NOTED BELOW:

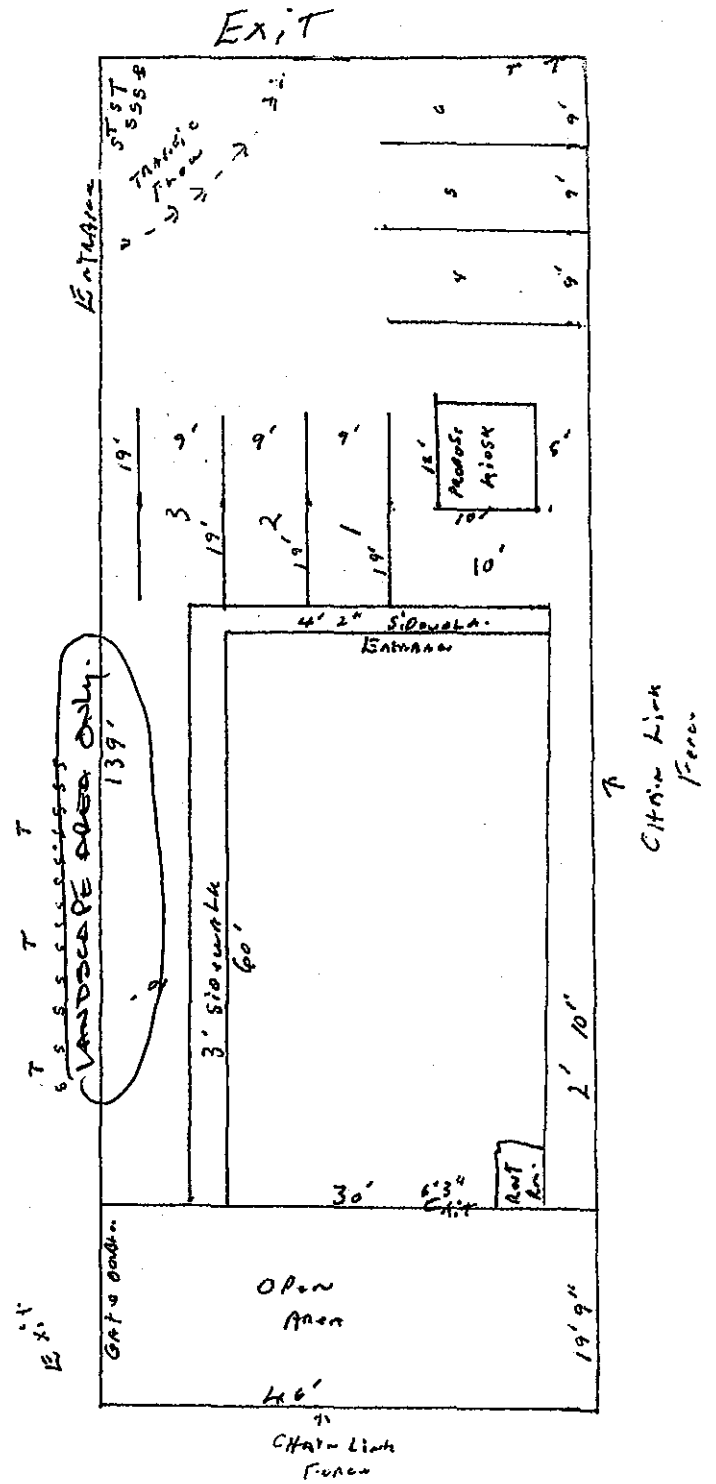


Exhibit "B"

SCALE 1" = 20'

202 W. San Carlos.

Lot 12 Block 446 E.O.

San Carlos St.

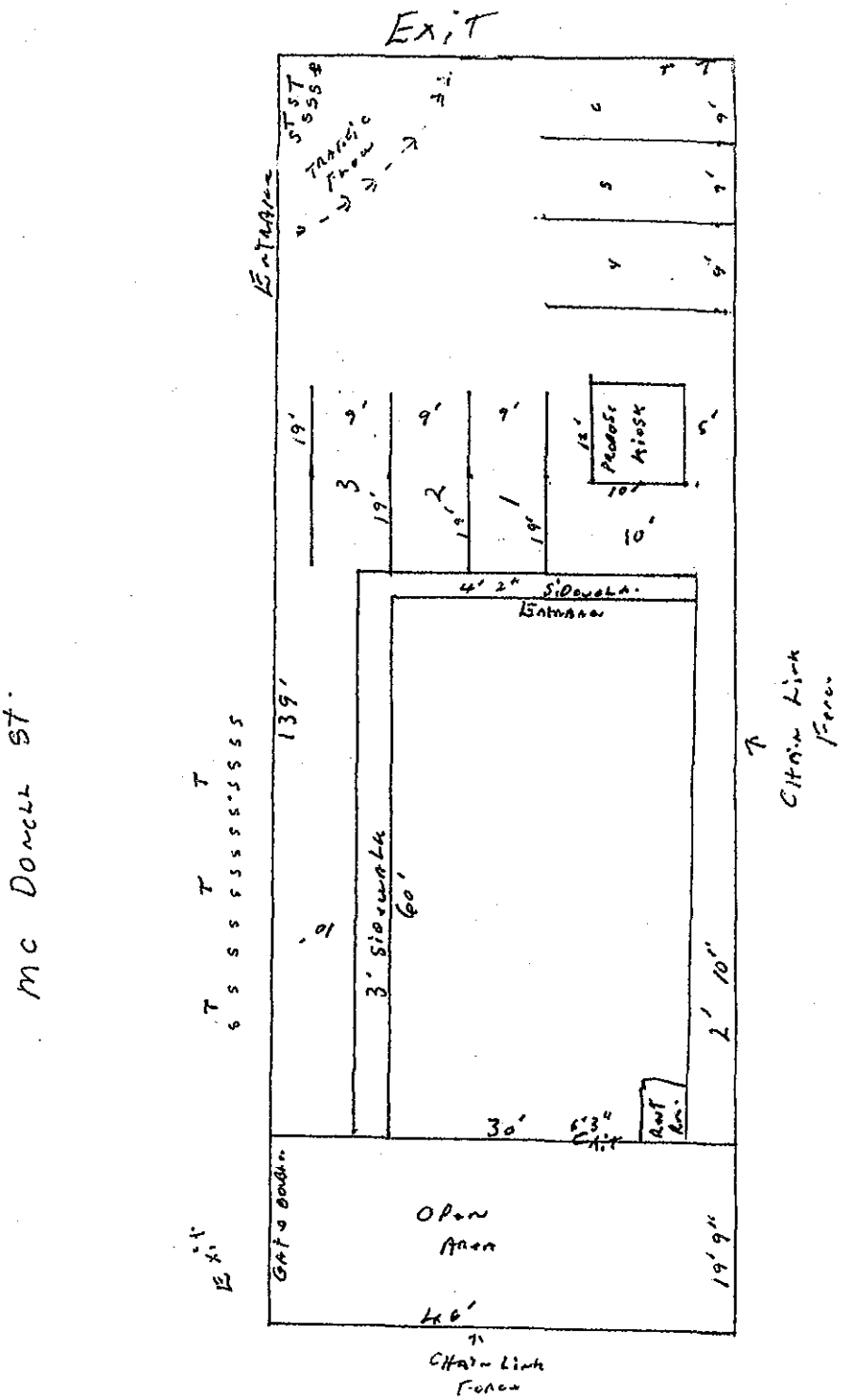
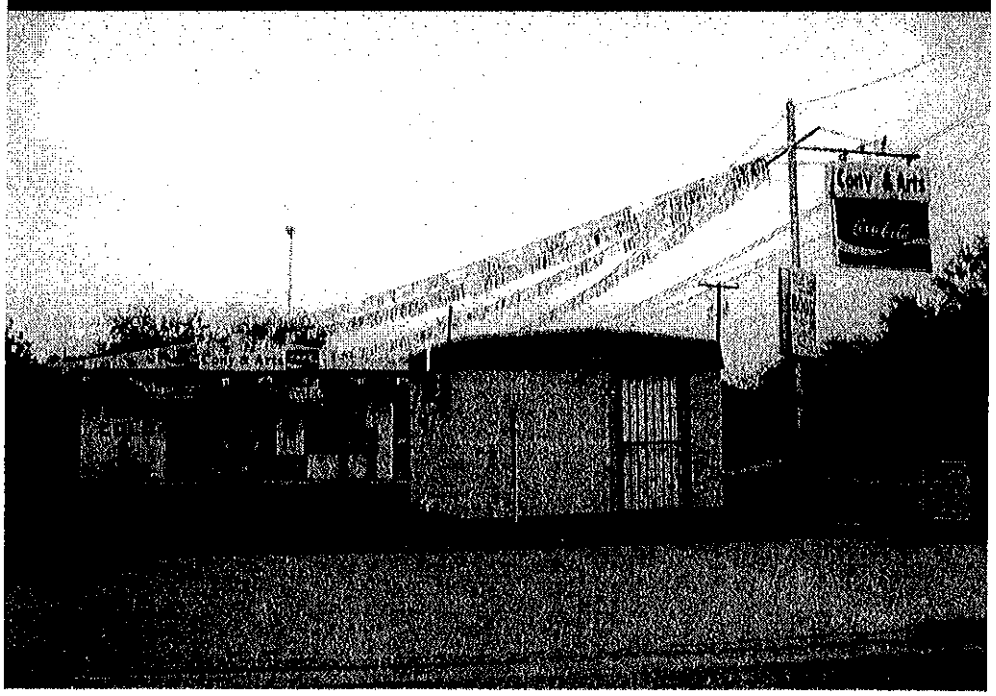
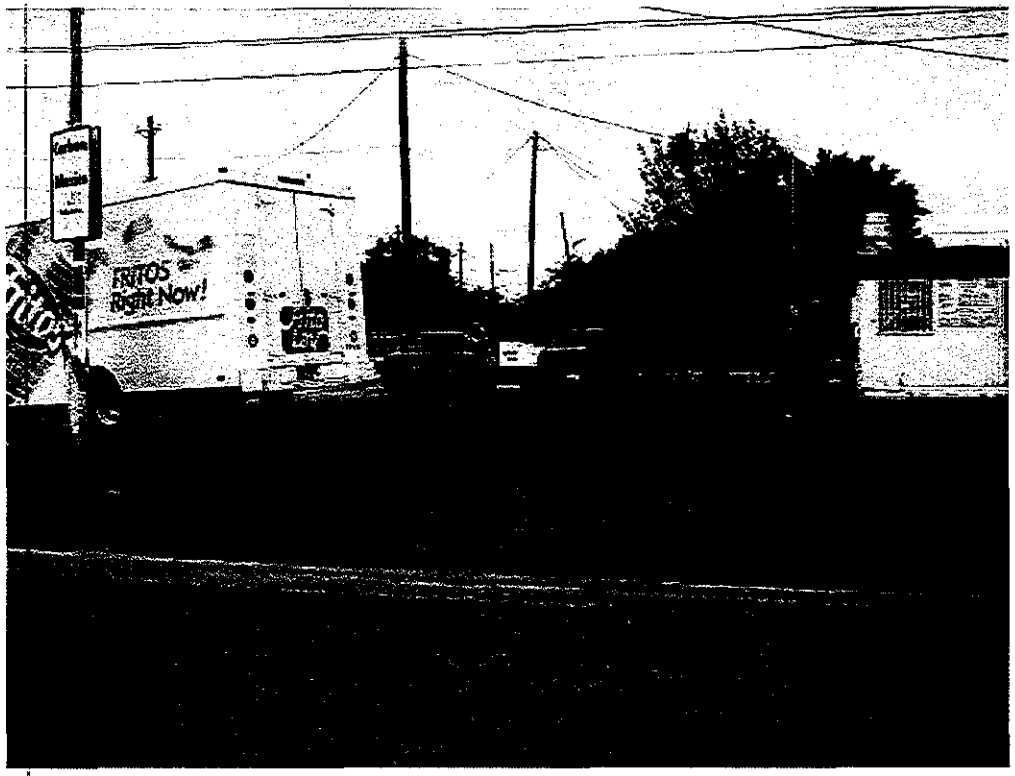


Exhibit "B"

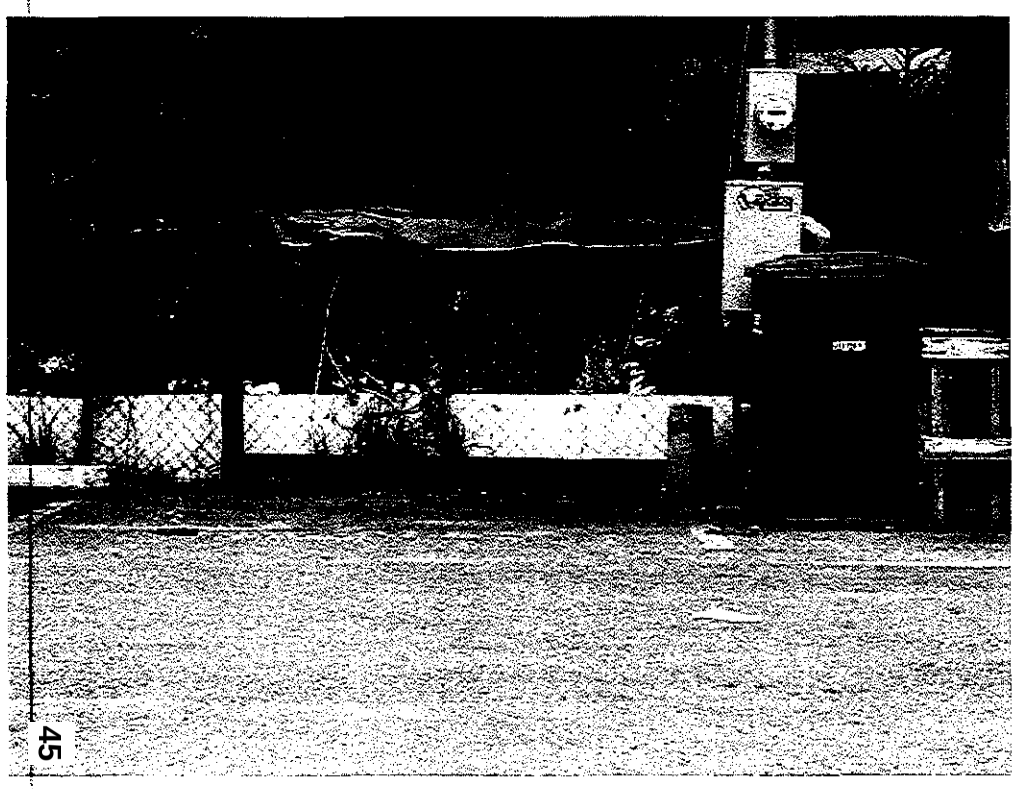
Scale 1" = 20'

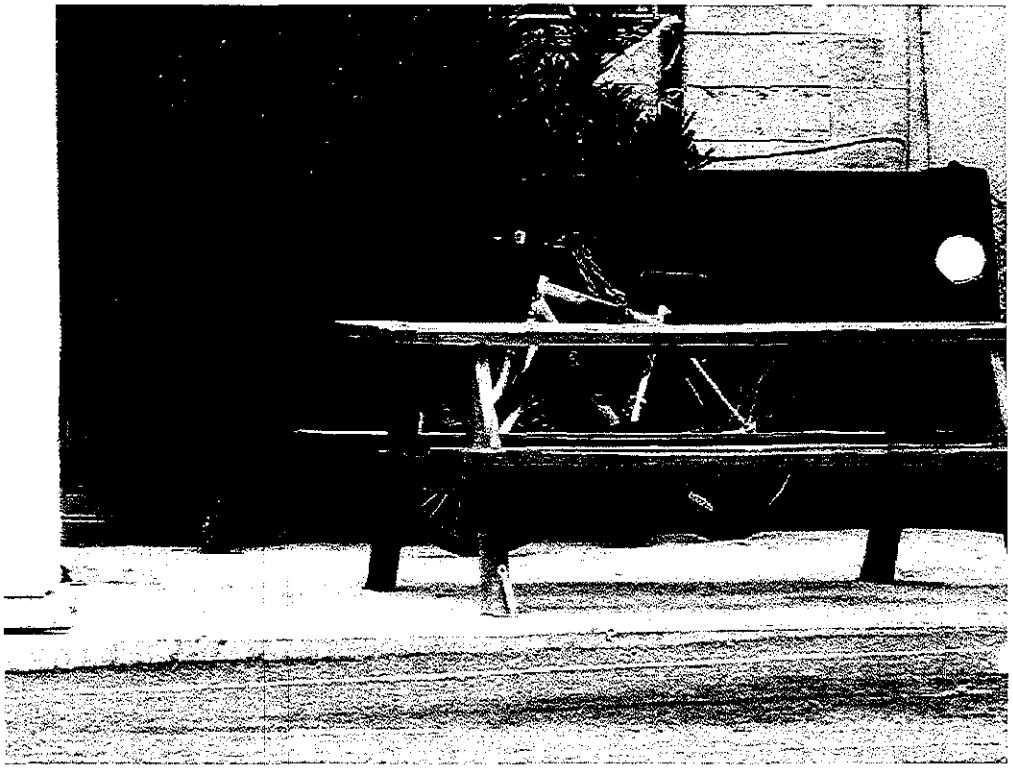
ZC-117-2005
202 W. San Carlos Street

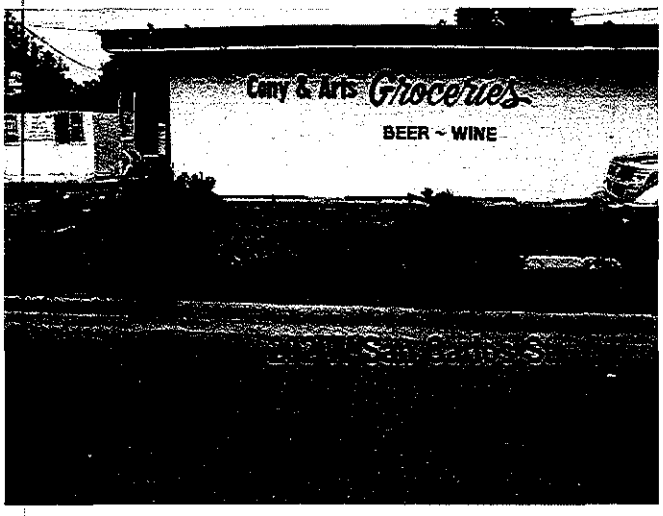



FRITOS
Right Now!

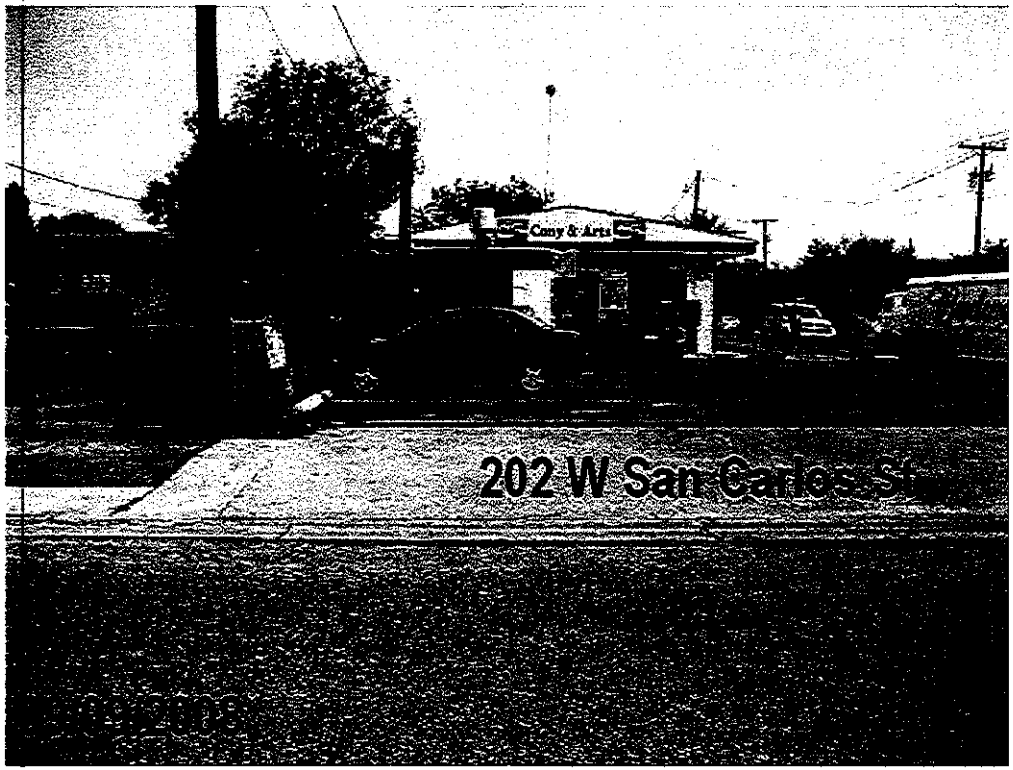
BEER ~ WIN

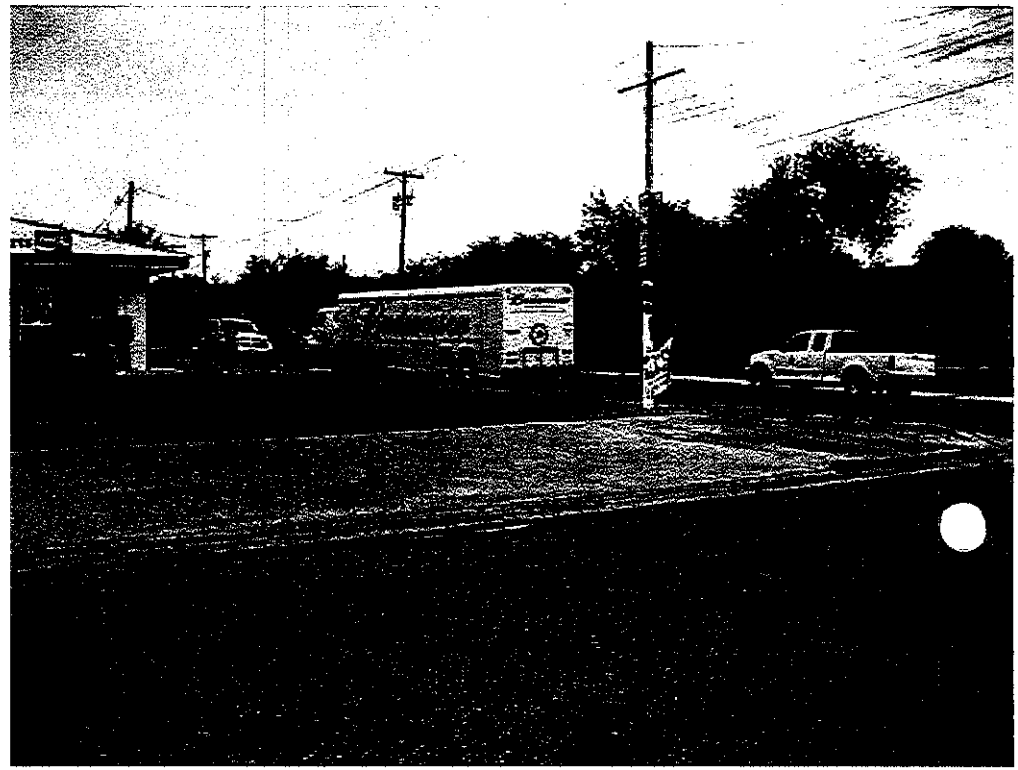


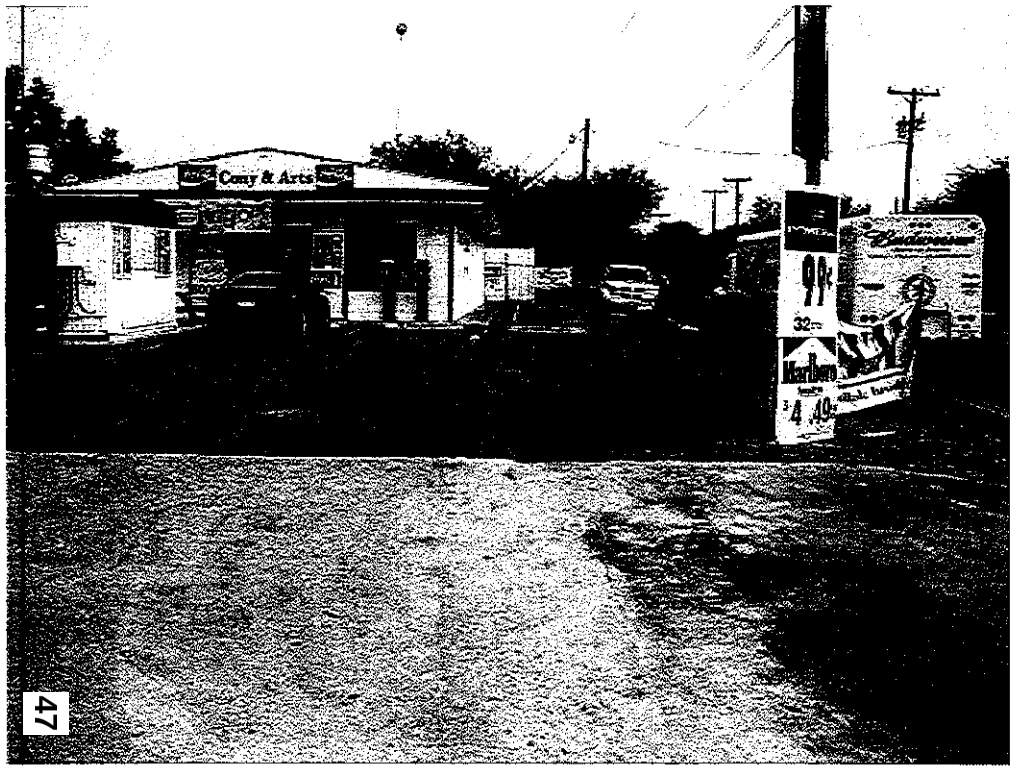



Curry & Arts Groceries
BEER ~ WINE

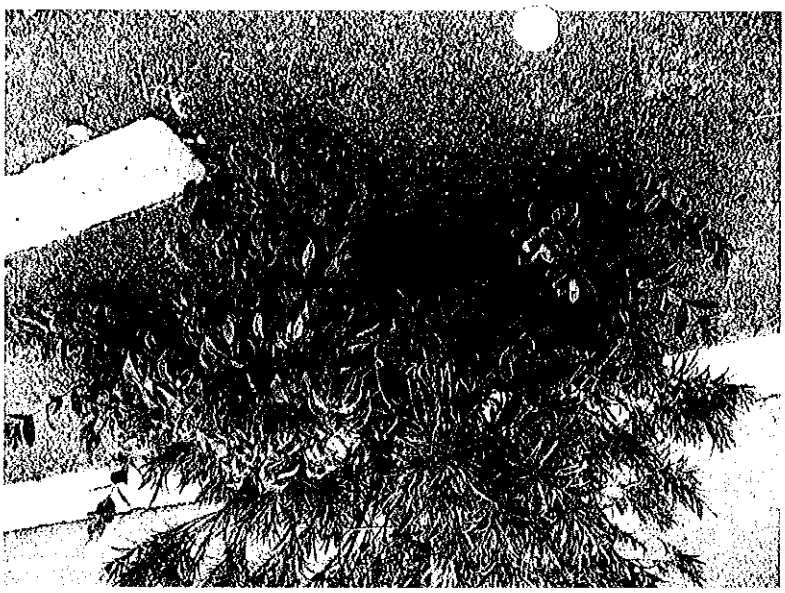
BEER ~ WINE

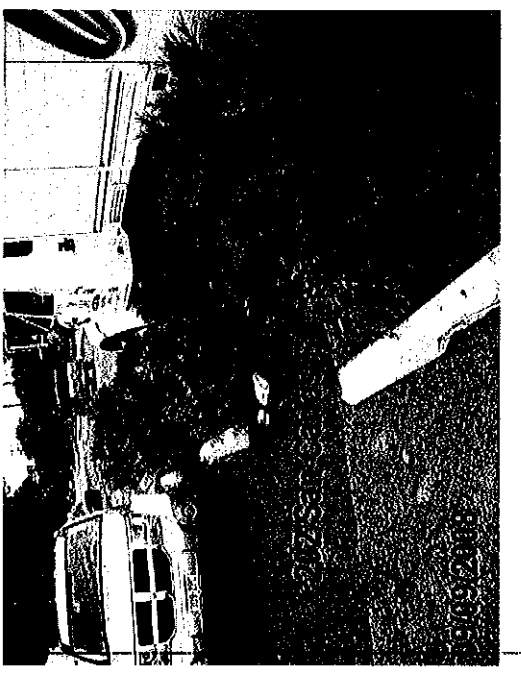

Cosy & Arts
202 W San Carlos St



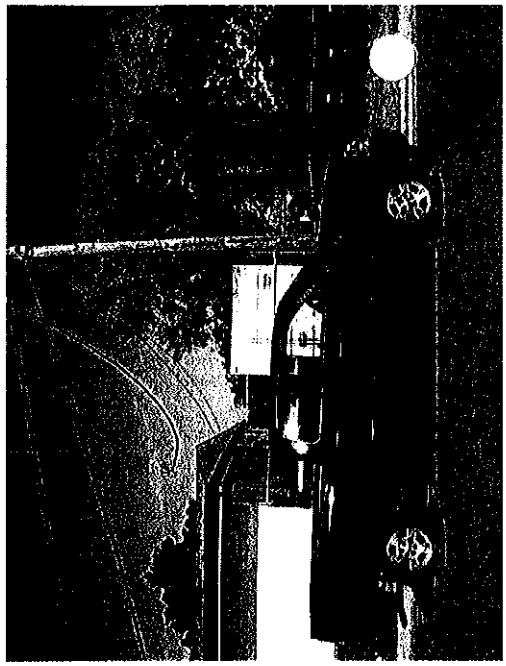

Cosy & Arts
99¢
32oz
Marlboro
$4.49

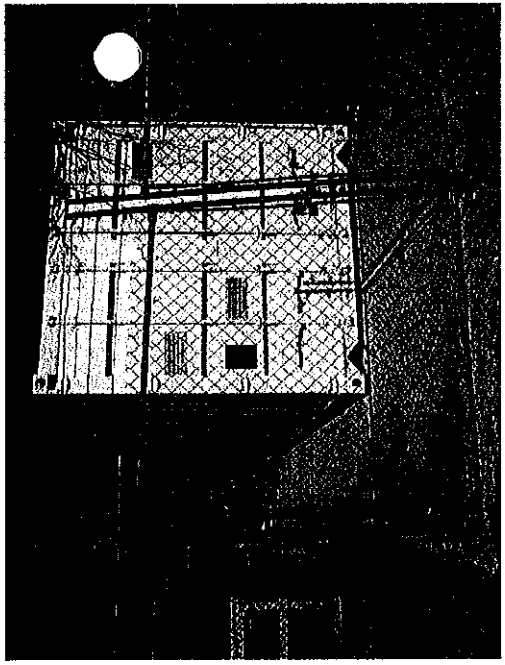
Cosy & Arts
99¢
32oz
Marlboro
$4.49

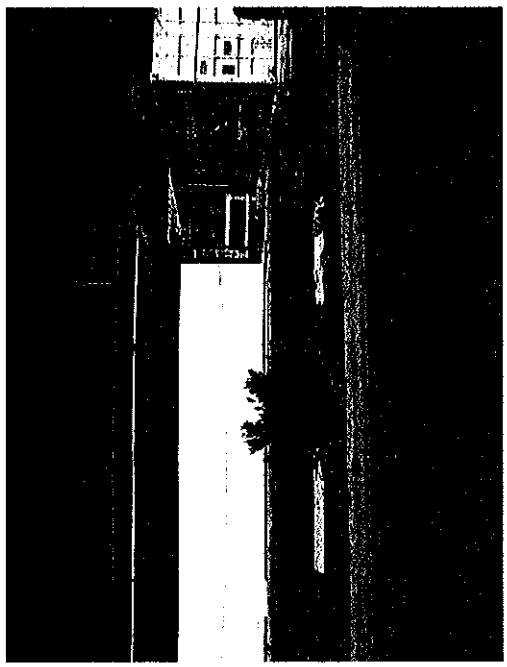


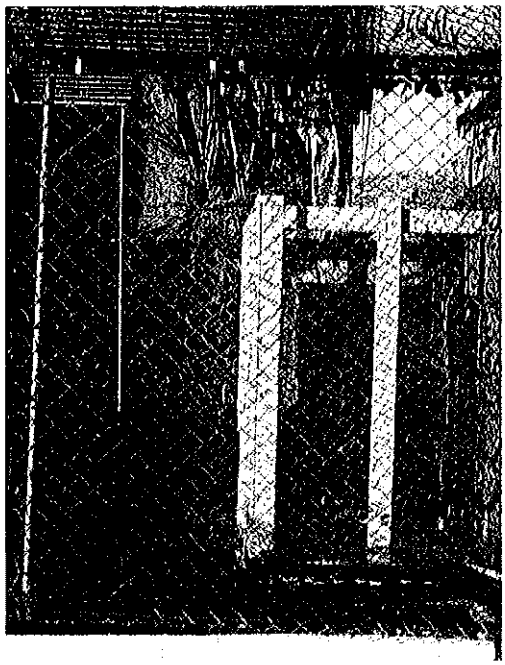


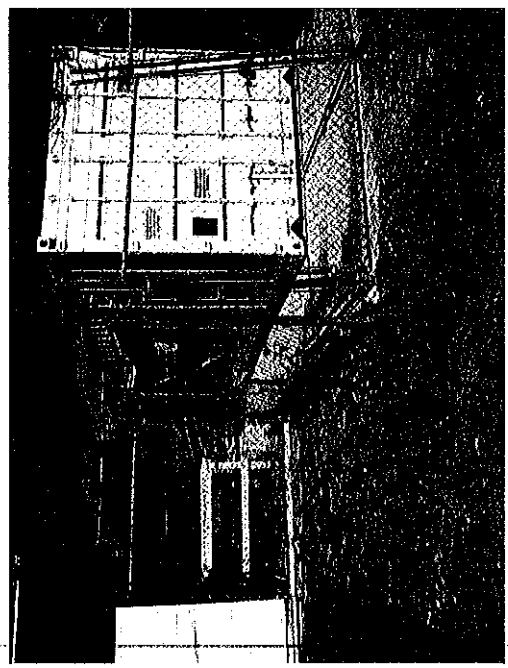
BEER - WINE



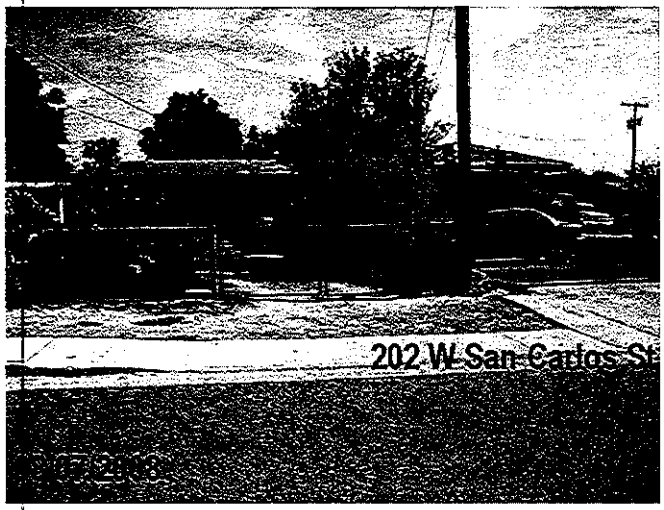


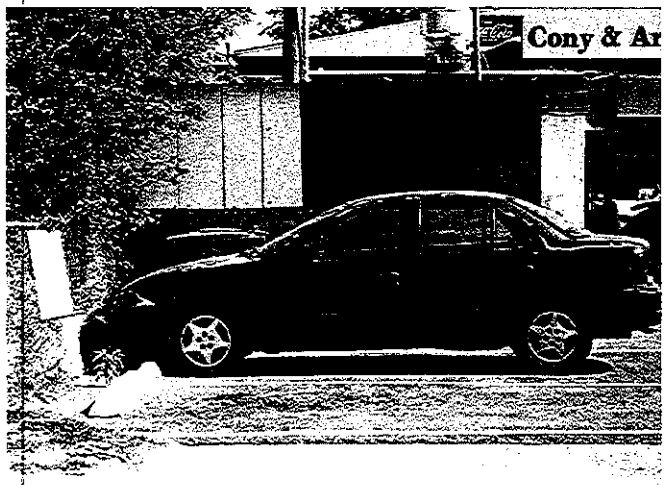






San Carlos St


202 W San Carlos St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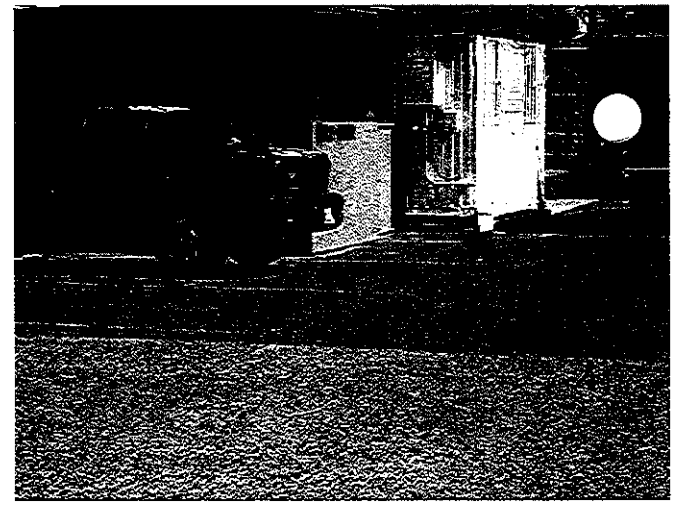


SUPERVISOR
ALBERT GARZA
794 1615

WARNING

STATE OF TEXAS COUNTY OF WEBB CITY OF LAREDO	ON THE MUNICIPAL COURT	BUILDING DEVELOPMENT SERVICES BUILDING DIVISION TEL. (956) 794-1625	MUNICIPAL COURT TELEPHONE (956) 794-1680 BUILDING DEPT.

IN THE NAME AND BY AUTHORITY OF THE STATE OF TEXAS:

Personally appeared before me, the undersigned authority, the inspector, who after being by me duly sworn, deposes and day he has good reasons to believe and does believe that the defendant hereinafter named, on the date of the offense shown below and before the making and filing of this complaint, did then and there violate the law in the particulars hereinafter specified:

HIS

B.D.- N°- 08 0065

DOB 12/19/1947

Name of Defendant WALTER A & MARIA C HASE	Resident Address 9002 YALE	Resident Phone
Business Address 202 W SAN CARLOS ST	Occupation GROCERY & LUNCH ST.	Business Phone 722 1539

OFFENSE CHARGED SITE PLAN EXHIBIT B" IS DIFFERENT FROM ACTUAL LOCATION, TREES & SHRUBS HAVE NOT BEEN PLANTED & MAINTAINED.

IS IN VIOLATION WITH THE CITY OF LAREDO CONDITIONAL USE PERMIT ORD # 2006-O-119 SECTION 2 #s 4 & 5. PLEASE BE ADVISED YOU SHALL HAVE 10 DAYS TO COMPLY WITH CONDITIONS.

Location of Offense 202 W SAN CARLOS ST.		Vehicle License	Make	Year	Model
Time 10:22 A.M. P.M.	Date of Offense 08/07/2008	MUNICIPAL COURT APPEARANCE DATE	Month 08	Day 21	Year 2008 Hour Level A.M. P.M. 3V

Contrary to and in violation of the ordinance of said city and the law of the State in such cases made and provided, against the peace and dignity of the State

THIS IS NOT A PLEA OF GUILTY – I agree to appear as directed above.

X

Inspector 9773

Sworn to and subscribed before me by inspector, t' _____ day of _____ 20

Municipal Court Clerk/Deputy for Laredo, Webb County, Texas

JESUS VALDEZ

ZC-24-2015

ORDINANCE NO. 2015-O-039

AMENDING ORDINANCE 2006-O-019 OF THE CITY OF LAREDO AUTHORIZING A CONDITIONAL USE PERMIT FOR A KIOSK/FOOD STAND BY ADDING A MEAT MARKET TO THE EXISTING GROCERY STORE ON LOT 12, BLOCK 446, EASTERN DIVISION, LOCATED AT 202 W. SAN CARLOS STREET; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of an amendment to a Conditional Use Permit for a kiosk/food stand by adding a meat market to the existing grocery store on Lot 12, Block 446, Eastern Division, located at 202 W. San Carlos Street; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on February 18, 2015; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the Conditional Use Permit; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on March 16, 2015, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Conditional Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Conditional Use Permit may commence; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the amendment of a Conditional Use Permit for a kiosk/food stand by adding a meat market to the existing grocery store on Lot 12, Block 446, Eastern Division, located at 202 W. San Carlos Street.

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

1. The C.U.P. shall be issued to Deyanira Villarreal and Ralph A. Hase, and is nontransferable.
2. The C.U.P. is restricted to the activities describe in letter, Exhibit "A", which is made part hereof for all purposes.

3. The C.U.P. is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.
4. Signage is limited to that allowed in an R-3 District.
5. A seven (7) foot opaque fence shall be provided abutting residential zones.
6. No outdoor sitting area is permitted.
7. No outdoor music is permitted.
8. No outdoor activities are permitted.

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein and below:

1. Criteria

Any Conditional Use Permit, authorized by City Council, shall be considered in noncompliance and shall be revoked and removed from the City of Laredo Zoning Map, in the event a court of law finds the use in violation of any of the following conditions:

A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.
B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.
C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.
D. The use of which the Conditional Use Permit was authorized does not commence within six months of City Council's final approval date.

2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Conditional Use Permit revocation procedures shall commence as below stipulated:

A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Conditional Use Permit for that location.
B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.

D. The Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 6th DAY OF April, 2015.

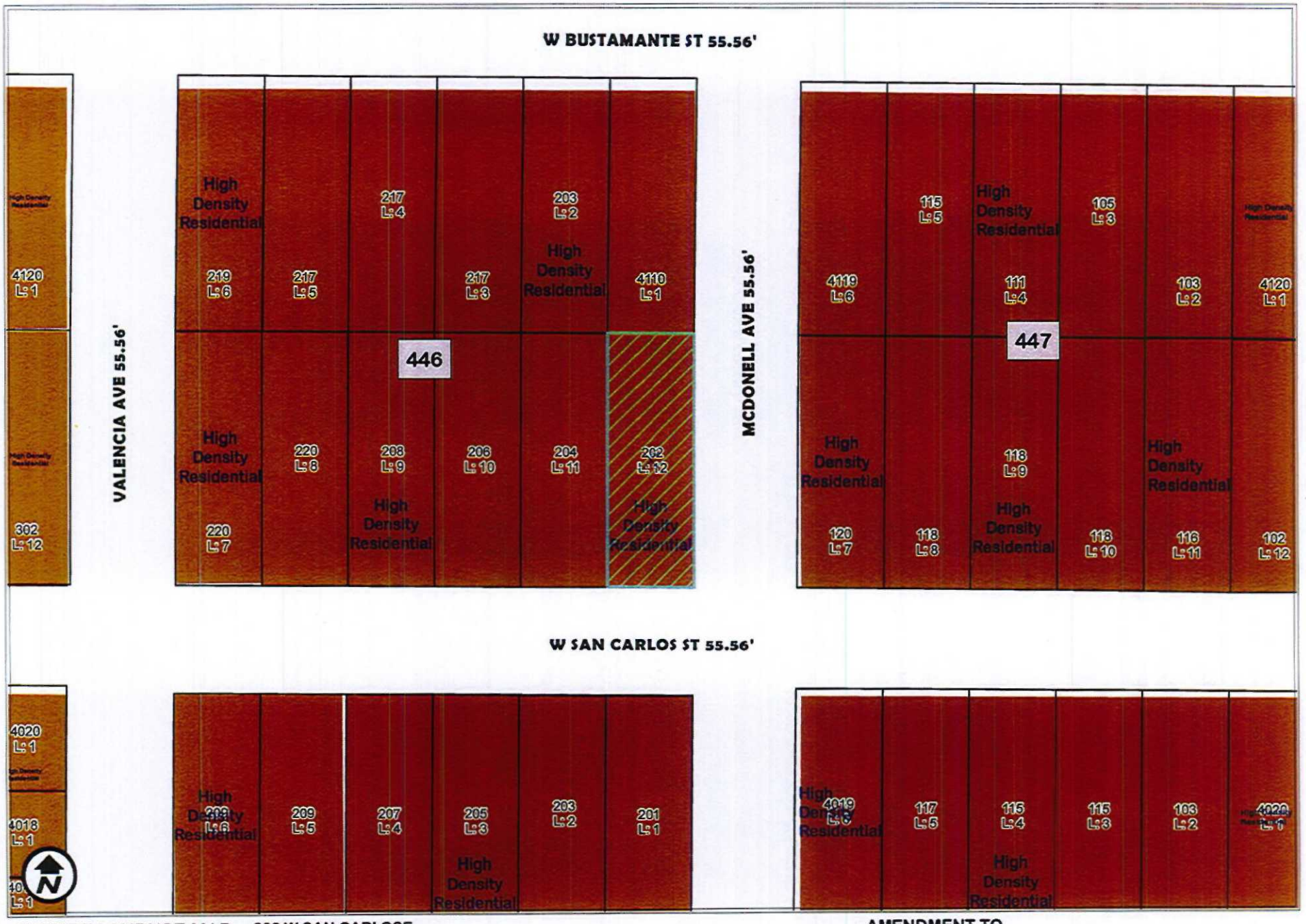
PETE SAENZ
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

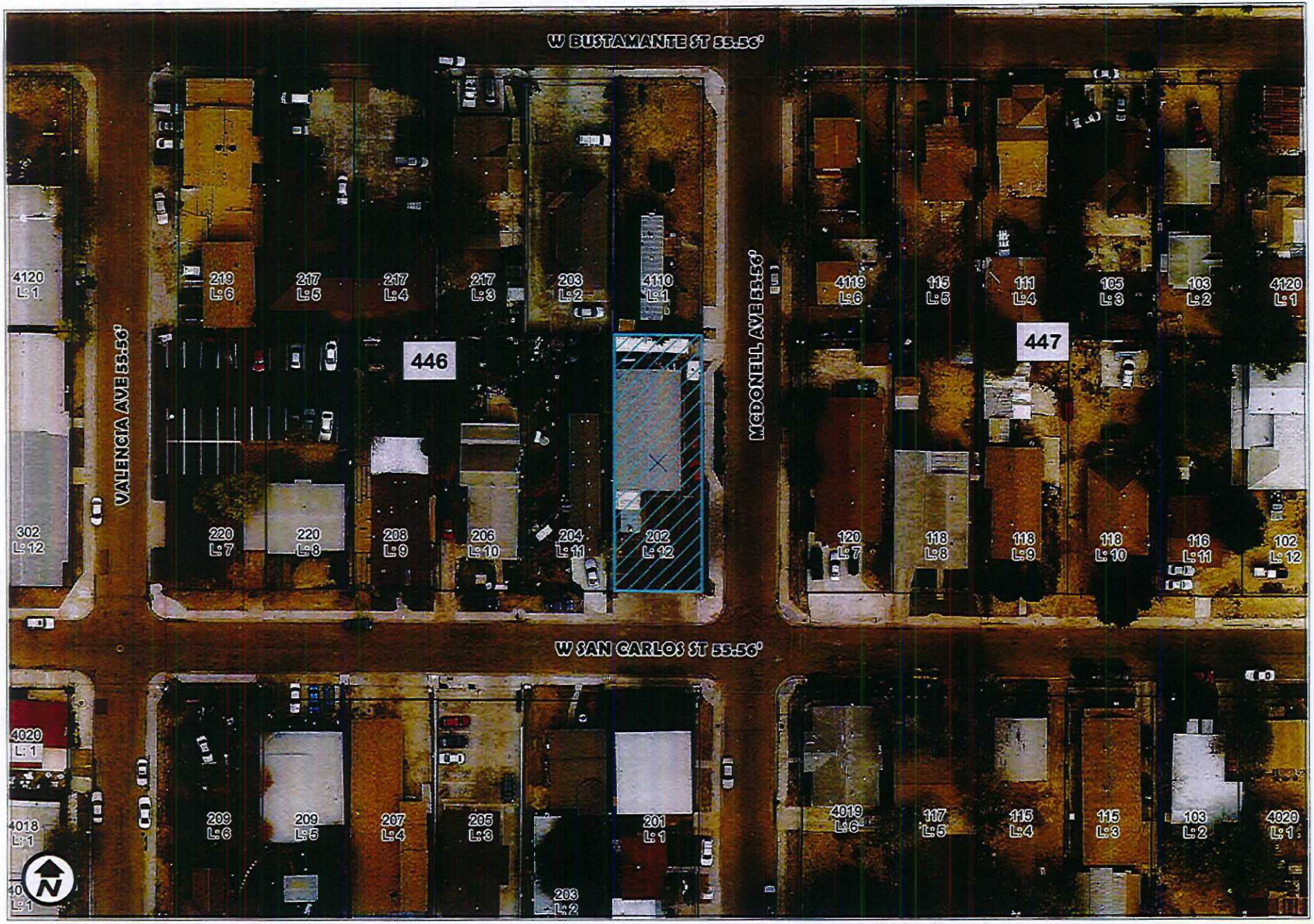
KRISTINA LAUREL HALE
ASSISTANT CITY ATTORNEY



FUTURE LANDUSE MAP
1 inch = 66 feet
Date: 1/26/2015

202 W SAN CARLOSE
COUNCIL DISTRICT 4
ZC-24-2015

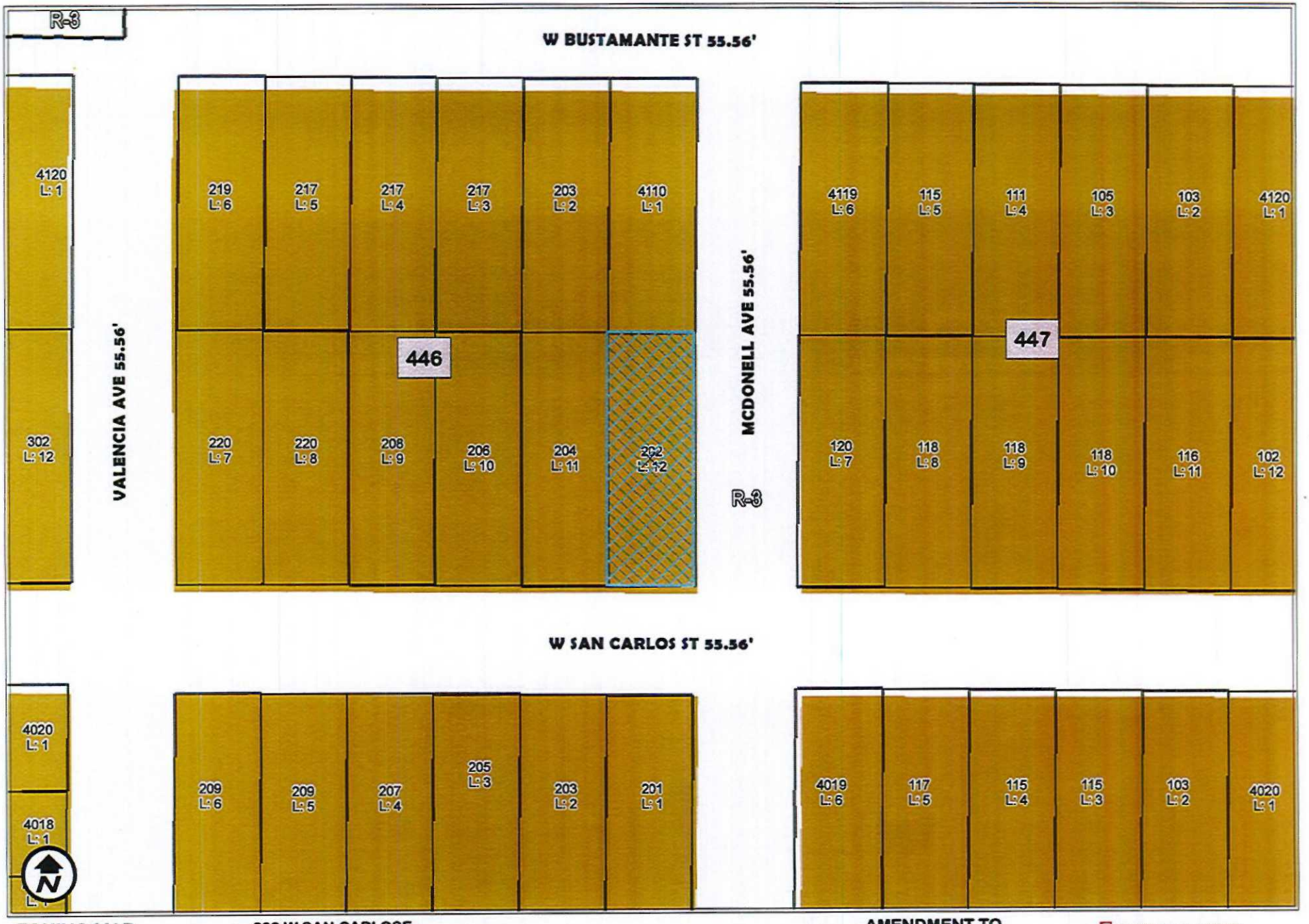
AMENDMENT TO
C.U.P. (CONDITIONAL USE PERMIT)
TO 2006-O-019



AERIAL MAP
1 inch = 66 feet
Date: 1/26/2015

202 W SAN CARLOSE
COUNCIL DISTRICT 4
ZC-24-2015

AMENDMENT TO
C.U.P. (CONDITIONAL USE PERMIT)
TO 2006-O-019



ZONING MAP
1 inch = 66 feet
Date: 1/26/2015

202 W SAN CARLOSE
COUNCIL DISTRICT 4
ZC-24-2015

AMENDMENT TO
C.U.P. (CONDITIONAL USE PERMIT)
TO 2006-O-019

Attn: Susana Huerta
Planning Department

La Tiendita Groceries

Description of Business Operation for Meat Market and Kiosk

The Company

La Tiendita Groceries is established as a limited liability company owned by its founder. The store will be managed and directed by Deyanira Villarreal, a business owner with experience in business/sales.

Overview

La Tiendita Groceries, is a startup convenience store which will be launching a meat market and kiosk in the coming year. The meat market will sell a wide menu of meats to customers including medium- and low-income residents in the Laredo area. Hours of operation: Monday – Sunday 8:00 am to 10:00 pm. The number of employees will be limited to two-three people. The number of vehicles is estimated to be 2-3 on the property.

Meat Market Products and Service

La Tiendita Groceries will provide basic meat options to customers interested in buying meat along with all of their grocery and food needs, and not traveling far from their home.

The store will sell a wide range of beef, poultry, and fresh pork. Upon request, the store will sell other specially requested items as well. The products will be purchased from suppliers within a 200 to 300 mile radius of the store to maintain product freshness. Products will be purchased as whole animals and butchered in the store by a trained butcher.

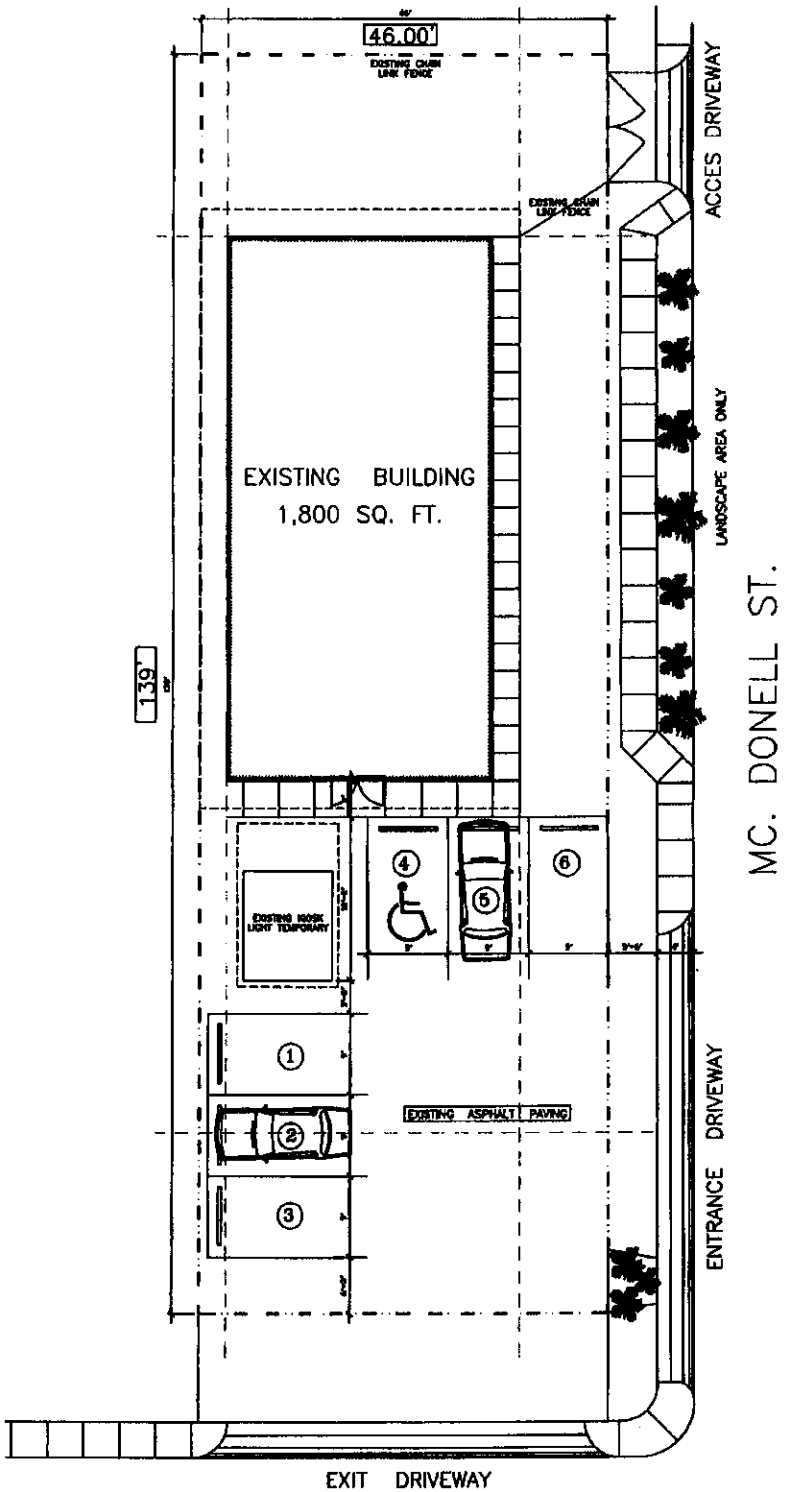
Proposed Activities for Kiosk: The kitchen will provide hot and cold food/beverages in a convenient and time-efficient way. It will provide its customers the ability to drive up and order offering an option to fast-food using the most logical and accessible method approved by city regulations. La Tiendita Groceries Kiosk will be managed and directed by Deyanira Villarreal, business owner. Hours of Operation: Monday – Sunday 7:30 am to 1:00 pm. The number of employees will be limited to one person.

Exhibit A

D Villarreal

Deyanira Villarreal

01-16-15

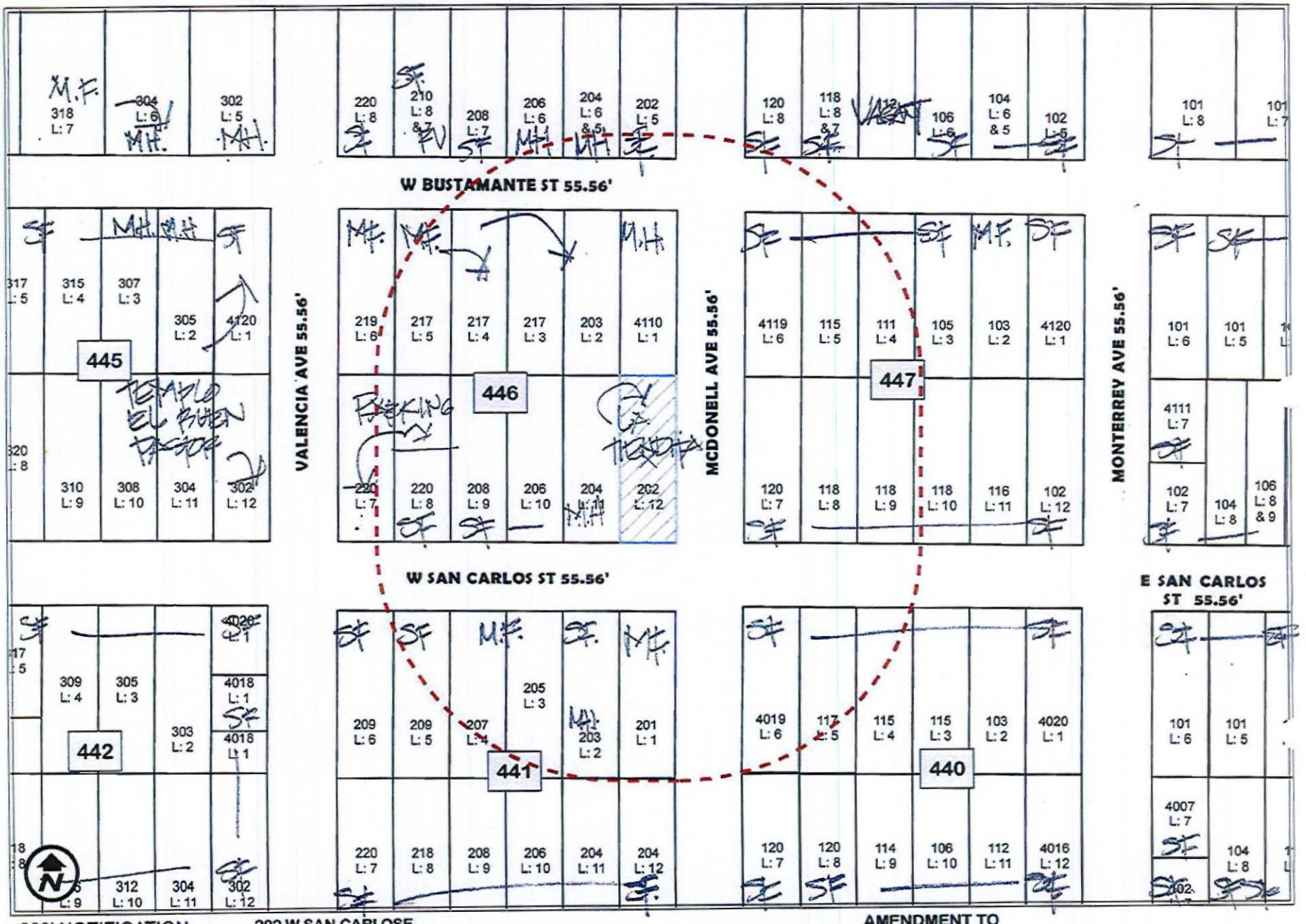


1/A1 SITE PLAN

SCALE: NOT SCALE.

LEGAL DESCRIPTION	
ADDRESS:	# 202 W. San Carlos
LOT:	
BLOCK:	
SUBDIVISION:	

Exhibit B



200' NOTIFICATION
1 inch = 100 feet
Date: 1/26/2015

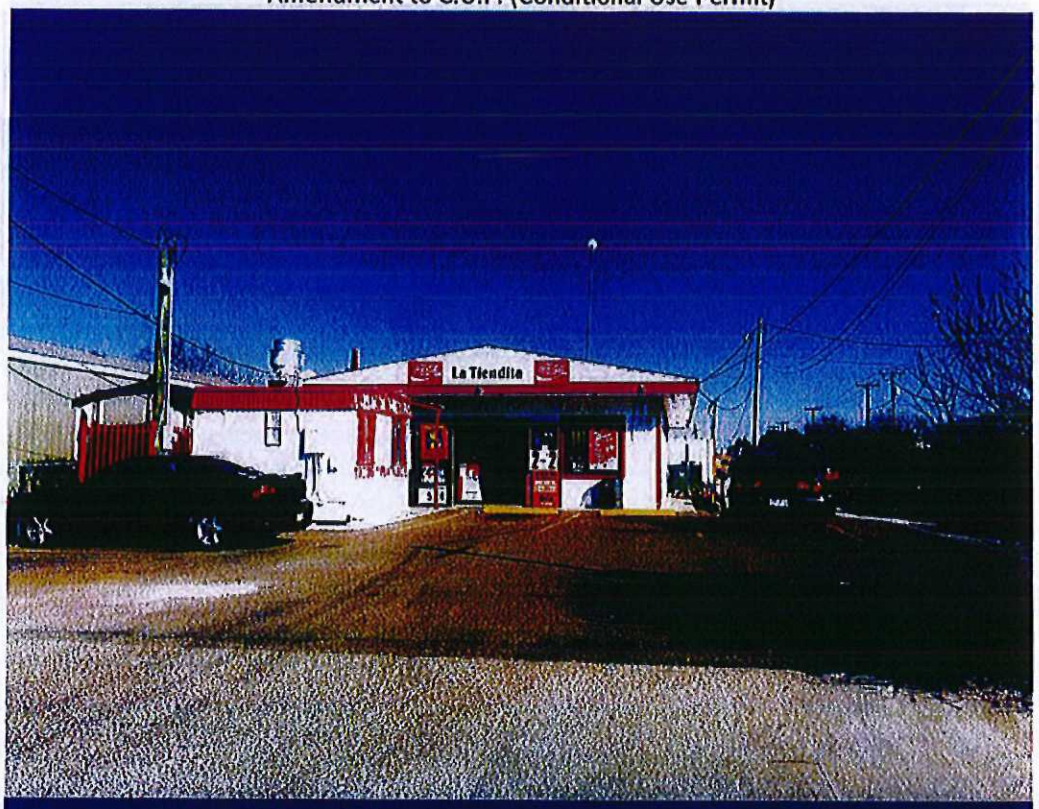
202 W SAN CARLOSE
COUNCIL DISTRICT 4
ZC-24-2015

AMENDMENT TO
C.U.P. (CONDITIONAL USE PERMIT)
TO 2006-O-019

ZC--24-2015
202 W. San Carlos St.
Amendment to C.U.P. (Conditional Use Permit)

ZC--24-2015
202 W. San Carlos St.
Amendment to C.U.P. (Conditional Use Permit)

ZC--24-2015
202 W. San Carlos St.
Amendment to C.U.P. (Conditional Use Permit)



ORDINANCE NO. 2015-O-

AMENDING ORDINANCE 2006-O-019 OF THE CITY OF LAREDO AUTHORIZING A CONDITIONAL USE PERMIT FOR A KIOSK/FOOD STAND BY ADDING A MEAT MARKET TO THE EXISTING GROCERY STORE ON LOT 12, BLOCK 446, EASTERN DIVISION, LOCATED AT 202 W. SAN CARLOS STREET; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of an amendment to a Conditional Use Permit for a kiosk/food stand by adding a meat market to the existing grocery store on Lot 12, Block 446, Eastern Division, located at 202 W. San Carlos Street; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on February 18, 2015; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the Conditional Use Permit; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on March 16, 2015, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Conditional Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Conditional Use Permit may commence; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the amendment of a Conditional Use Permit for a kiosk/food stand by adding a meat market to the existing grocery store on Lot 12, Block 446, Eastern Division, located at 202 W. San Carlos Street.

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

1. The C.U.P. shall be issued to Deyanira Villarreal and Ralph A. Hase, and is nontransferable.
2. The C.U.P. is restricted to the activities describe in letter, Exhibit "A", which is made part hereof for all purposes.

3. The C.U.P. is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.
4. Signage is limited to that allowed in an R-3 District.
5. A seven (7) foot opaque fence shall be provided abutting residential zones.
6. No outdoor sitting area is permitted.
7. No outdoor music is permitted.
8. No outdoor activities are permitted.

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein and below:

1. Criteria

Any Conditional Use Permit, authorized by City Council, shall be considered in noncompliance and shall be revoked and removed from the City of Laredo Zoning Map, in the event a court of law finds the use in violation of any of the following conditions:

A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.
B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.
C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.
D. The use of which the Conditional Use Permit was authorized does not commence within six months of City Council's final approval date.

2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Conditional Use Permit revocation procedures shall commence as below stipulated:

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C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.

D. The Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.
E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2015.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

_____
KRISTINA LAUREL HALE
ASSISTANT CITY ATTORNEY

Public Hearings (also Intro Ord) **5.**

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Ralph A. and Maria C. Hase, owners; Deyanira Villarreal, applicant
Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public hearing and introductory ordinance amending Ordinance 2006-O-019 of the City of Laredo authorizing a Conditional Use Permit for a kiosk/food stand by adding a meat market to the existing grocery store on Lot 12, Block 446, Eastern Division, located at 202 W. San Carlos Street; providing for publication and effective date.

Staff is in support of the application and the Planning and Zoning Commission recommends approval of the amendment to the Conditional Use Permit. District IV

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Council District: IV – Juan Narvaez

Proposed use: The addition of a meat market to the existing grocery store with kiosk/food stand

Site: The site is currently La Tiendita Grocery Store.

Surrounding land uses: The land north of the site includes single-family residences, manufactured homes, and apartments. To the east of the site are single-family residences. South of the site are apartments, single family residences and manufactured homes. To the west of the site are single family residences, Templo El Buen Pastor, and manufactured homes. To the east of the site are single family residences and manufactured homes.

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

Transportation Plan: The Long Range Thoroughfare Plan does not identify San Carlos Street.

Letters sent to surrounding property owners: 33 In Favor: 2 Opposed: 1

STAFF COMMENTS

The Laredo Land Development Code (Section 24.63: Permitted Uses) meat markets in zones A-E, CBD, B-1, B-3, B-4, M-1, M-2 and MXD. This property is currently zoned R-2. The applicant is applying for a Conditional Use Permit. Section 24.94.5(A) (2): Conditional Use Permit Application Submittal Criteria states that "Applications for properties currently zoned, A-G, RS, R-1, R-1A, R-1MH or RSM , may only seek conditional use status for those uses permitted by zones RS, R-1, R-1A, R-1MH, RSM, R-2, R-3, R-O, or B-1, of higher intensity."

Staff supports the amendment of the existing CUP at this location for the following reasons:

1. The proposed use is compatible with the existing grocery store use.

IMPACT ANALYSIS:

Is this CUP contrary to the established land use pattern?
Yes. The established land use pattern is single-family residential in nature.

Would this CUP create an isolated zoning district use unrelated to surrounding districts?
Yes, the surrounding zoning is R-3.

Will issuance of a CUP adversely influence living conditions in the neighborhood?
No, the amendment is compatible with the existing grocery store use.

Are there substantial reasons why the property cannot be used in accord with existing zoning?
Yes, the existing zoning only allows for single-family residential uses.

Staff suggests the following conditions:

1. The C.U.P. shall be issued to Deyanira Villarreal and Ralph A. Hase, and is nontransferable.
2. The C.U.P. is restricted to the activities describe in letter, Exhibit "A", which is made part hereof for all purposes.
3. The C.U.P. is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.
4. Signage is limited to that allowed in an R-3 District.
5. A seven (7) foot opaque fence shall be provided abutting residential zones.
6. No outdoor sitting area is permitted.
7. No outdoor music is permitted.
8. No outdoor activities are permitted.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a **6** to **0** vote, recommended **approval** of the Conditional Use Permit.

STAFF RECOMMENDATION

Staff **supports** the proposed Conditional Use Permit.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

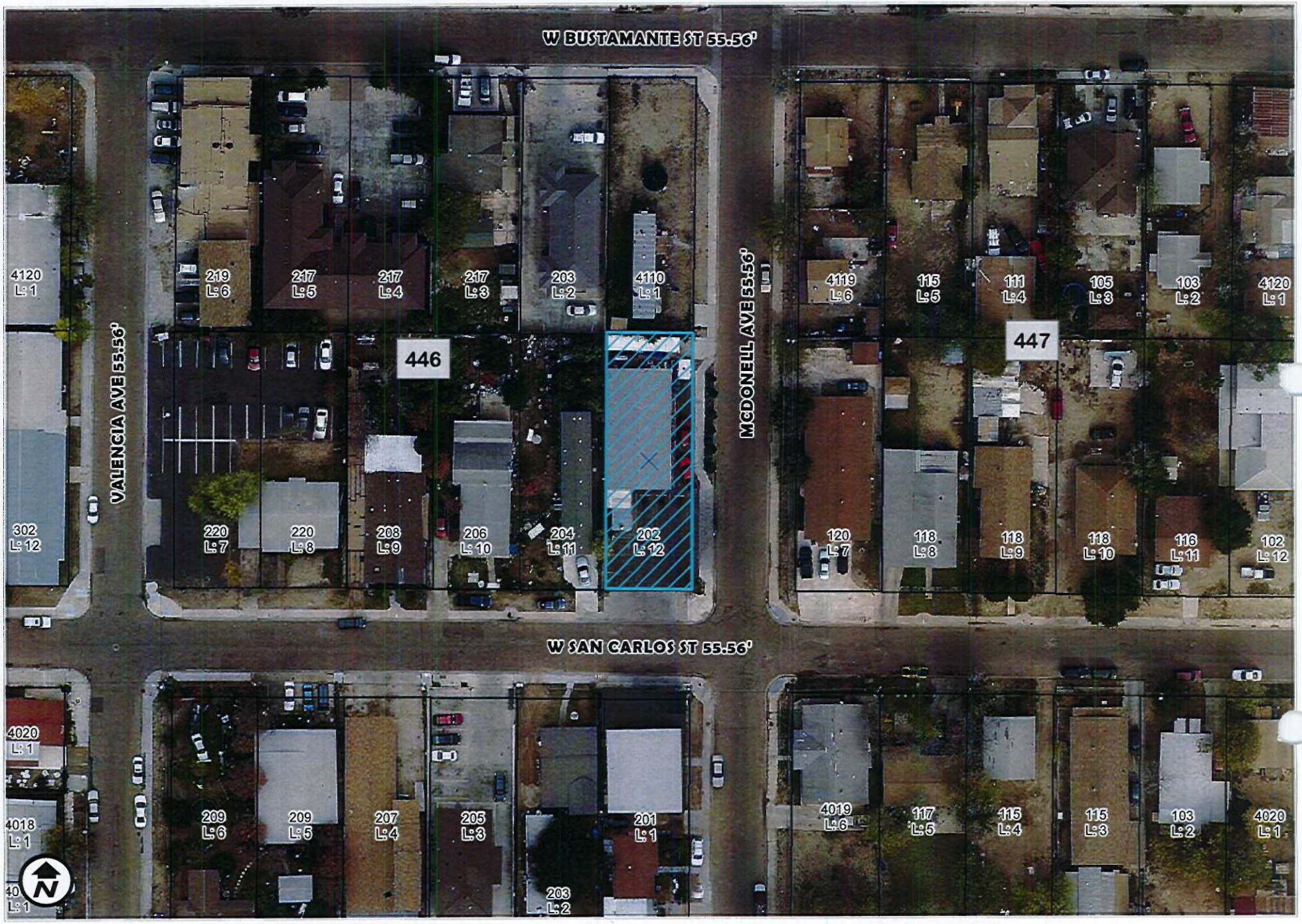
Ordinance
Zoning Map
Aerial Map
Future Land Use Map
Exhibits, survey & pictures

ZONING MAP
1 inch = 66 feet
Date: 1/26/2015

202 W SAN CARLOSE
COUNCIL DISTRICT 4
ZC-24-2015

AMENDMENT TO
C.U.P. (CONDITIONAL USE PERMIT)
TO 2006-O-019

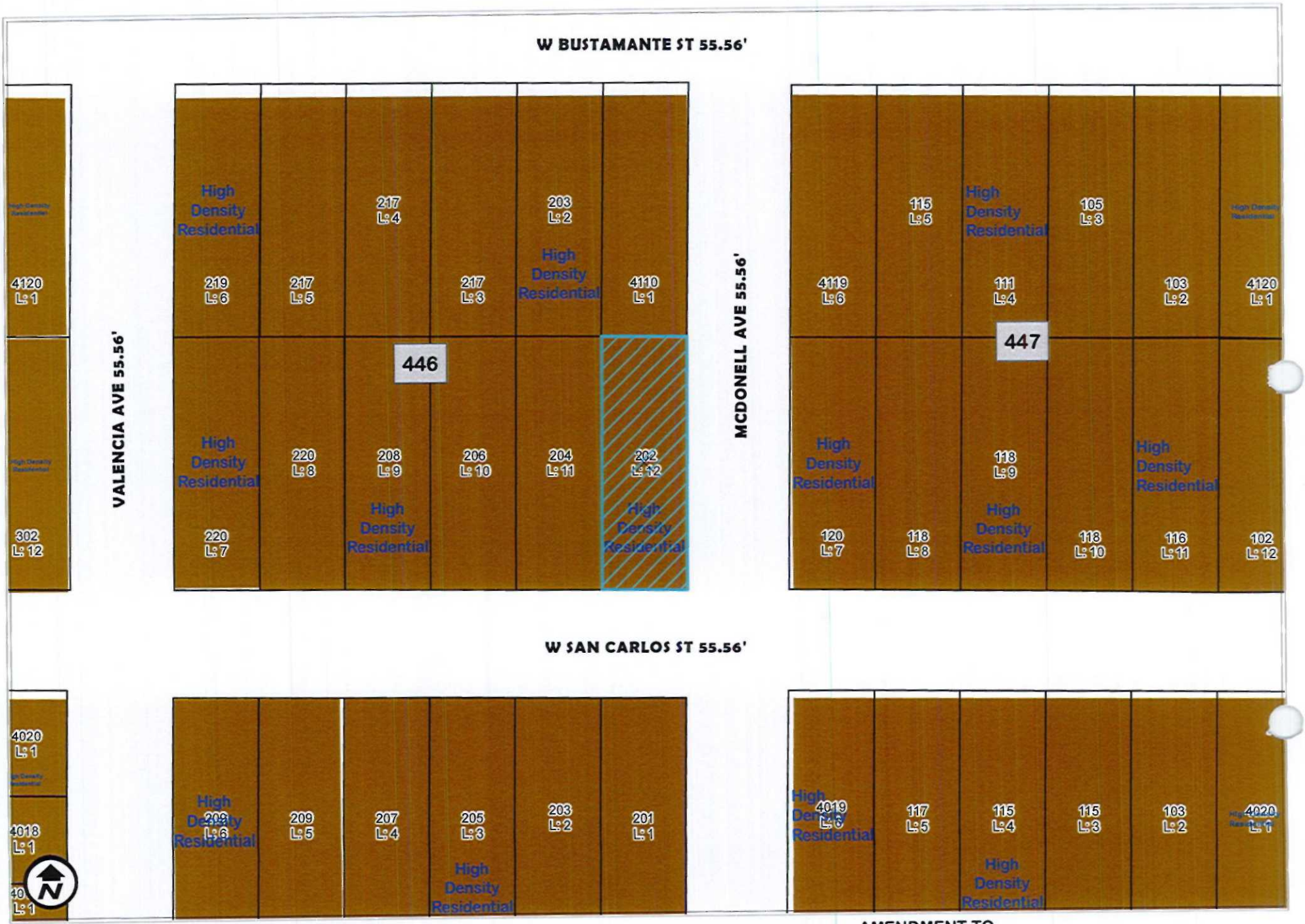
S.U.P. (SPECIAL USE PERMITS)
C.U.P. (CONDITIONAL USE PERMITS)
S.U.P. & C.U.P.



AERIAL MAP
1 inch = 66 feet
Date: 1/26/2015

202 W SAN CARLOSE
COUNCIL DISTRICT 4
ZC-24-2015

AMENDMENT TO
C.U.P. (CONDITIONAL USE PERMIT)
TO 2006-O-019



FUTURE LANDUSE MAP
1 inch = 66 feet
Date: 1/26/2015

202 W SAN CARLOSE
COUNCIL DISTRICT 4
ZC-24-2015

AMENDMENT TO
C.U.P. (CONDITIONAL USE PERMIT)
TO 2006-O-019

Attn: Susana Huerta
Planning Department

La Tiendita Groceries

Description of Business Operation for Meat Market and Kiosk

The Company

La Tiendita Groceries is established as a limited liability company owned by its founder. The store will be managed and directed by Deyanira Villarreal, a business owner with experience in business/sales.

Overview

La Tiendita Groceries, is a startup convenience store which will be launching a meat market and kiosk in the coming year. The meat market will sell a wide menu of meats to customers including medium- and low-income residents in the Laredo area. Hours of operation: Monday – Sunday 8:00 am to 10:00 pm. The number of employees will be limited to two-three people. The number of vehicles is estimated to be 2-3 on the property.

Meat Market Products and Service

La Tiendita Groceries will provide basic meat options to customers interested in buying meat along with all of their grocery and food needs, and not traveling far from their home.

The store will sell a wide range of beef, poultry, and fresh pork. Upon request, the store will sell other specially requested items as well. The products will be purchased from suppliers within a 200 to 300 mile radius of the store to maintain product freshness. Products will be purchased as whole animals and butchered in the store by a trained butcher.

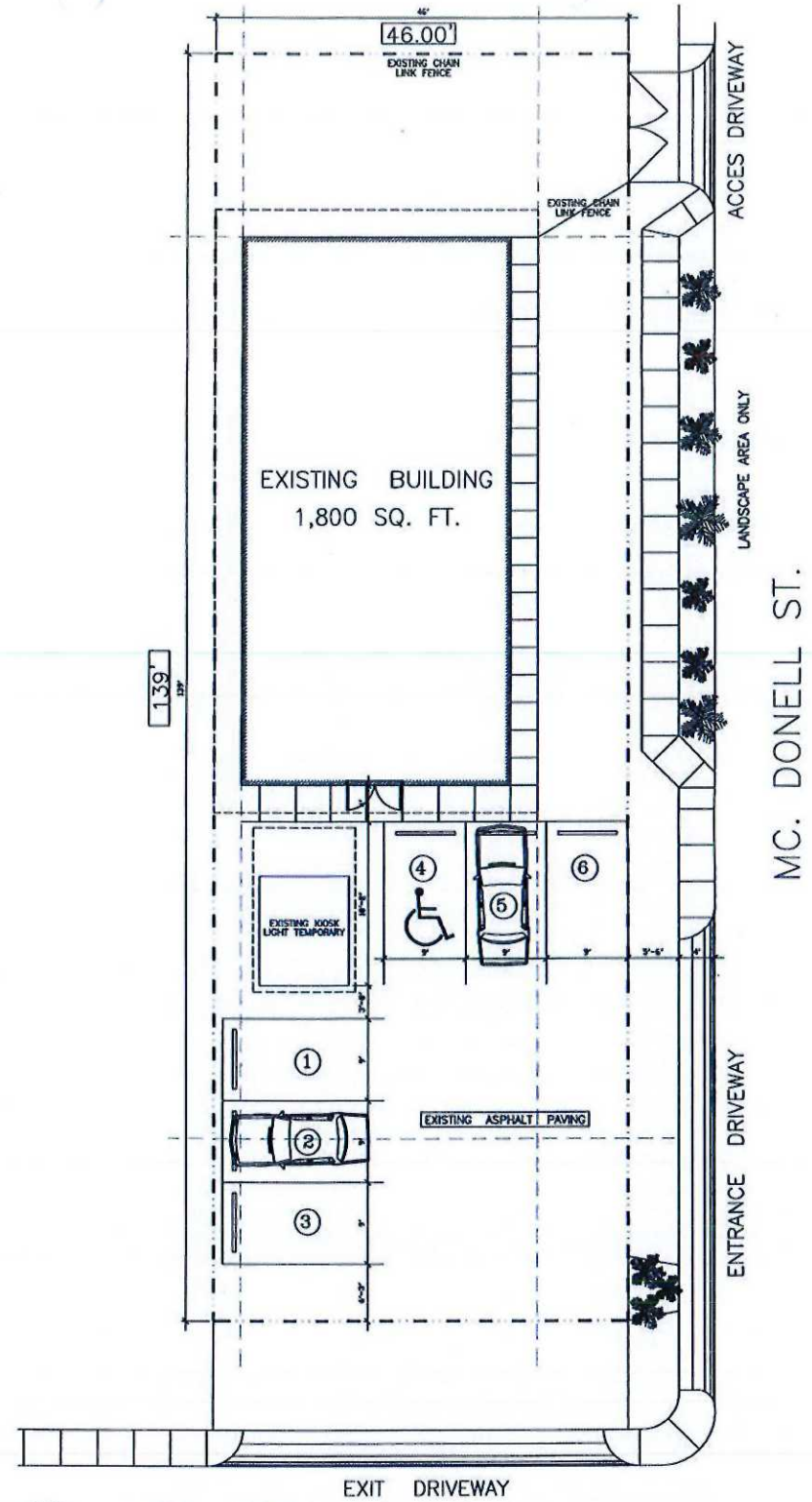
Proposed Activities for Kiosk: The kitchen will provide hot and cold food/beverages in a convenient and time-efficient way. It will provide its customers the ability to drive up and order offering an option to fast-food using the most logical and accessible method approved by city regulations. La Tiendita Groceries Kiosk will be managed and directed by Deyanira Villarreal, business owner. Hours of Operation: Monday – Sunday 7:30 am to 1:00 pm. The number of employees will be limited to one person.

Exhibit A

D Villarreal

Deyanira Villarreal

01-16-15



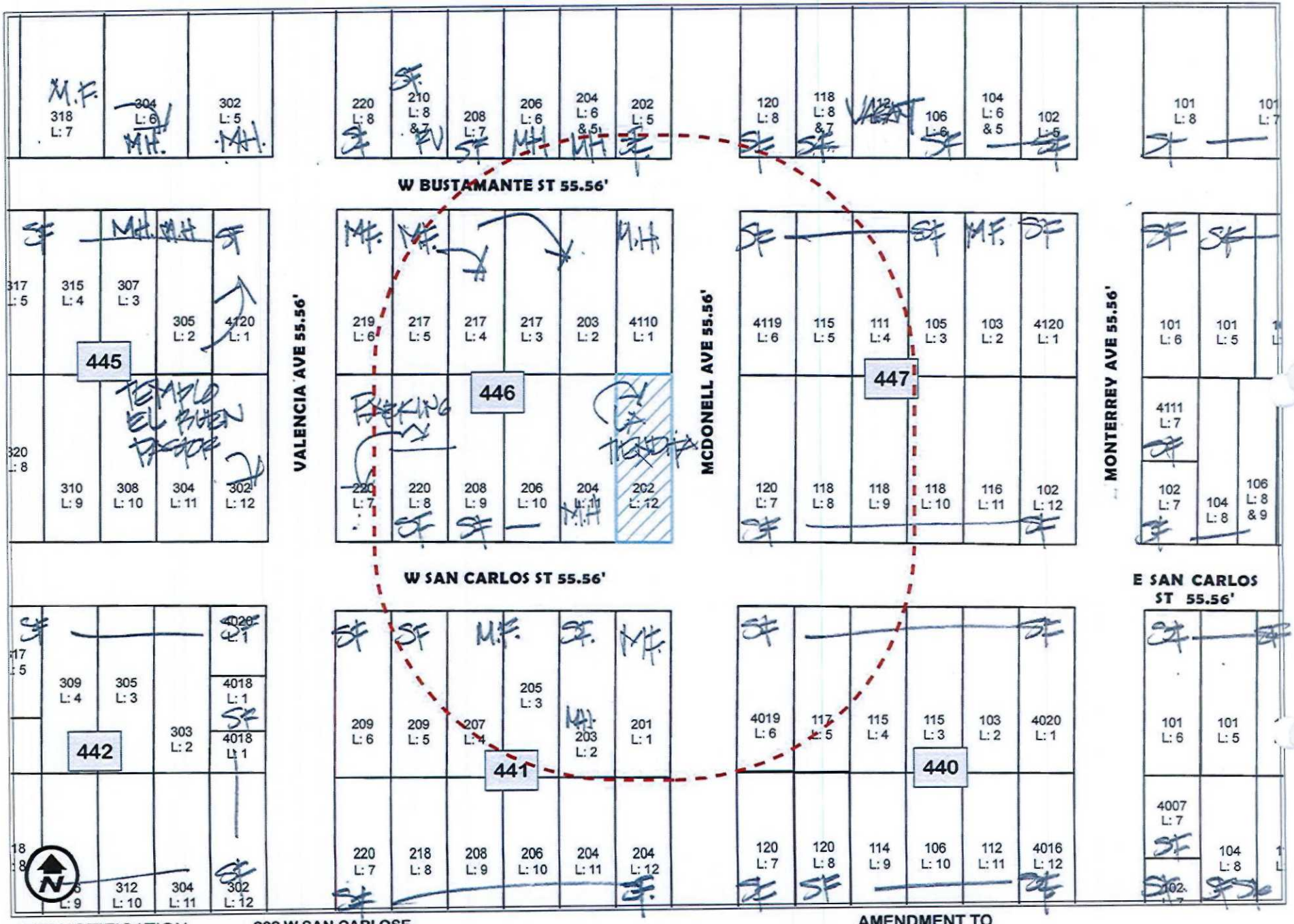
1/A1 SITE PLAN

SCALE: NOT SCALE.

SAN CARLOS ST.

LEGAL DESCRIPTION
ADDRESS: # 202 W. San Carlos
LOT:
BLOCK:
SUBDIVISION:

Exhibit B



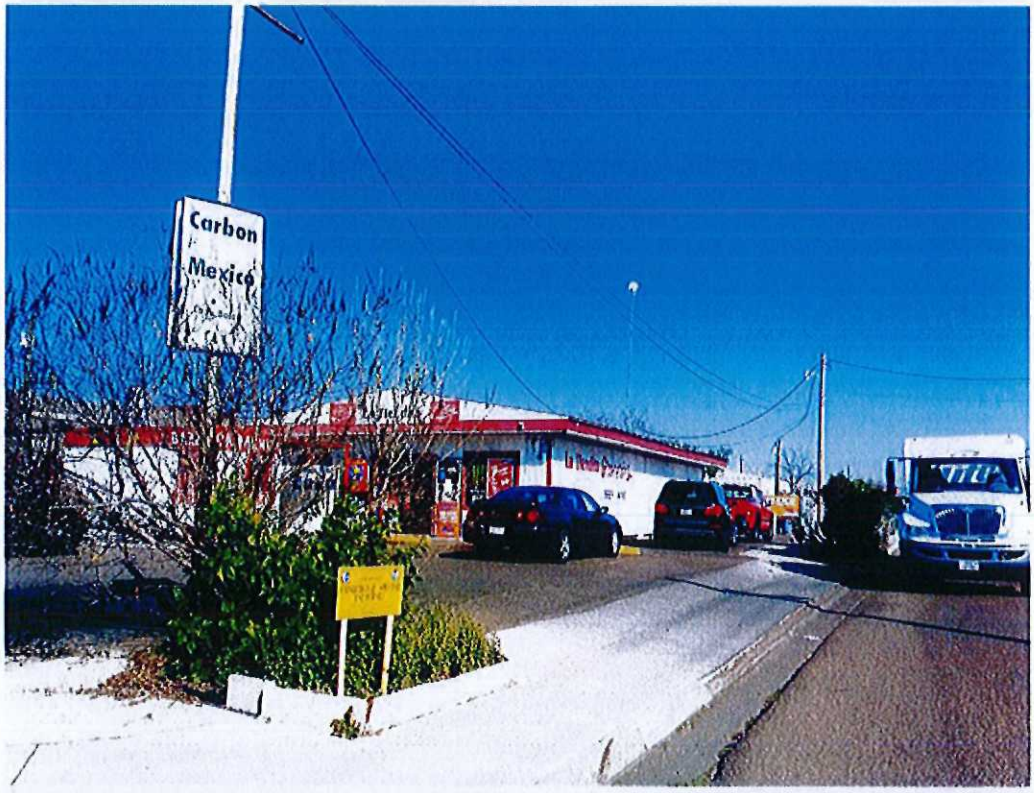
200' NOTIFICATION
1 inch = 100 feet
Date: 1/26/2015

202 W SAN CARLOSE
COUNCIL DISTRICT 4
ZC-24-2015

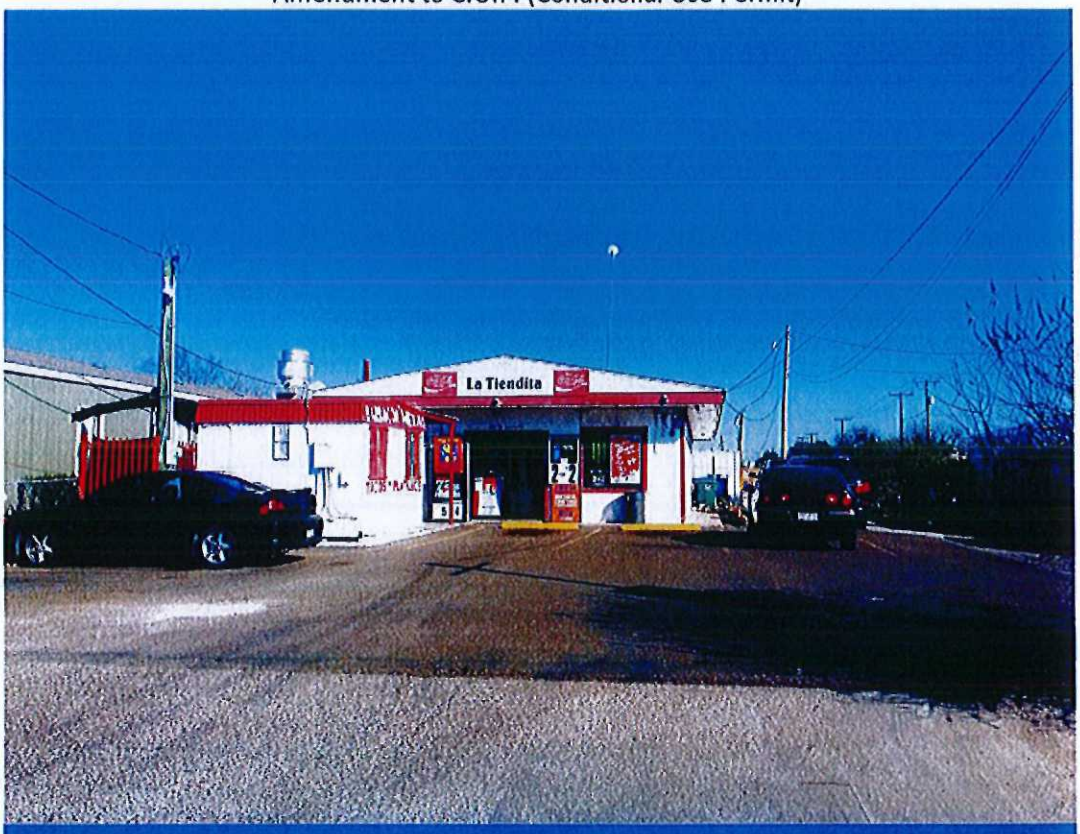
AMENDMENT TO
C.U.P. (CONDITIONAL USE PERMIT)
TO 2006-O-019

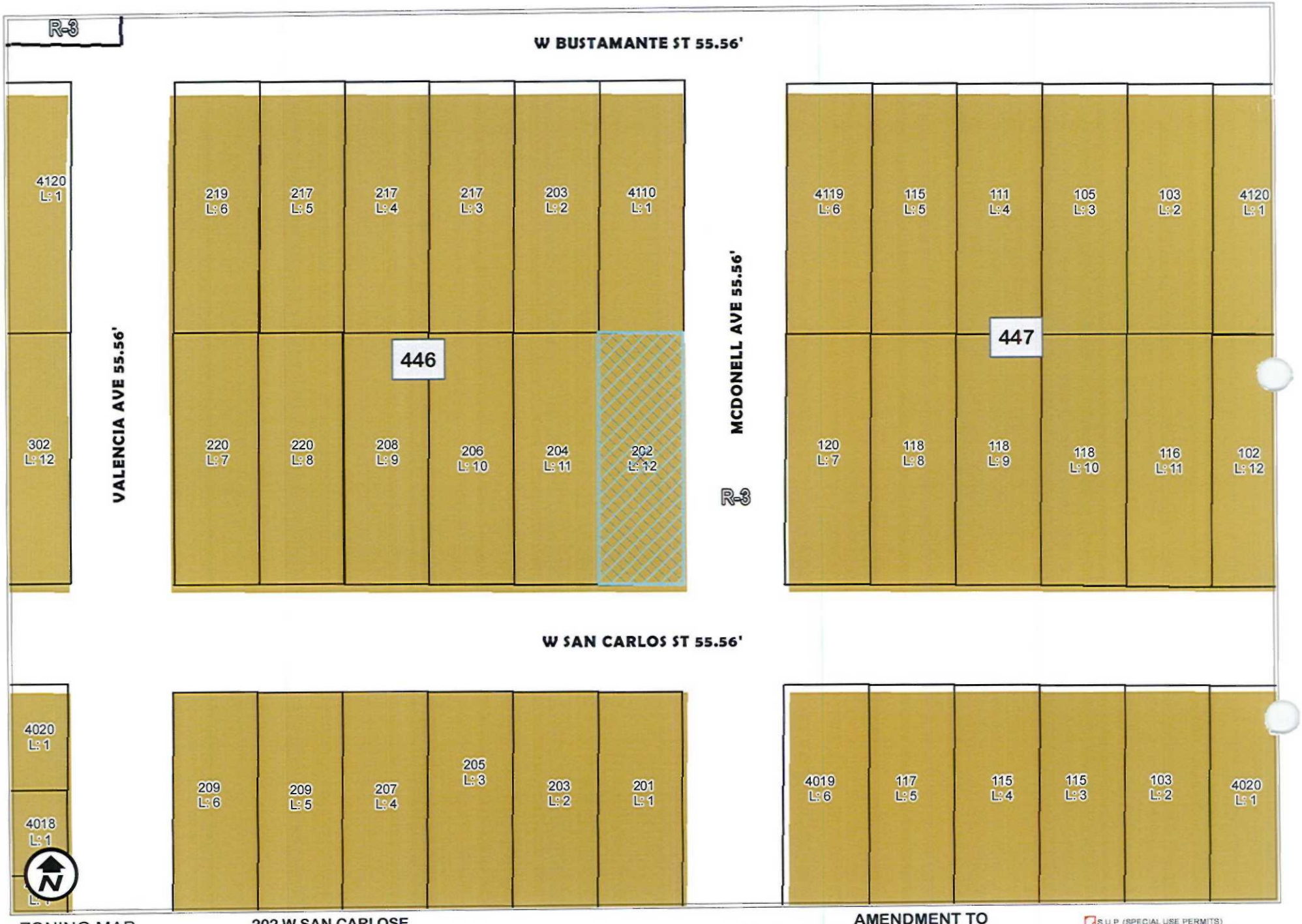
ZC--24-2015
202 W. San Carlos St.
Amendment to C.U.P. (Conditional Use Permit)

ZC--24-2015
202 W. San Carlos St.
Amendment to C.U.P. (Conditional Use Permit)



ZC--24-2015
202 W. San Carlos St.
Amendment to C.U.P. (Conditional Use Permit)





ZONING MAP
1 inch = 66 feet
Date: 1/26/2015

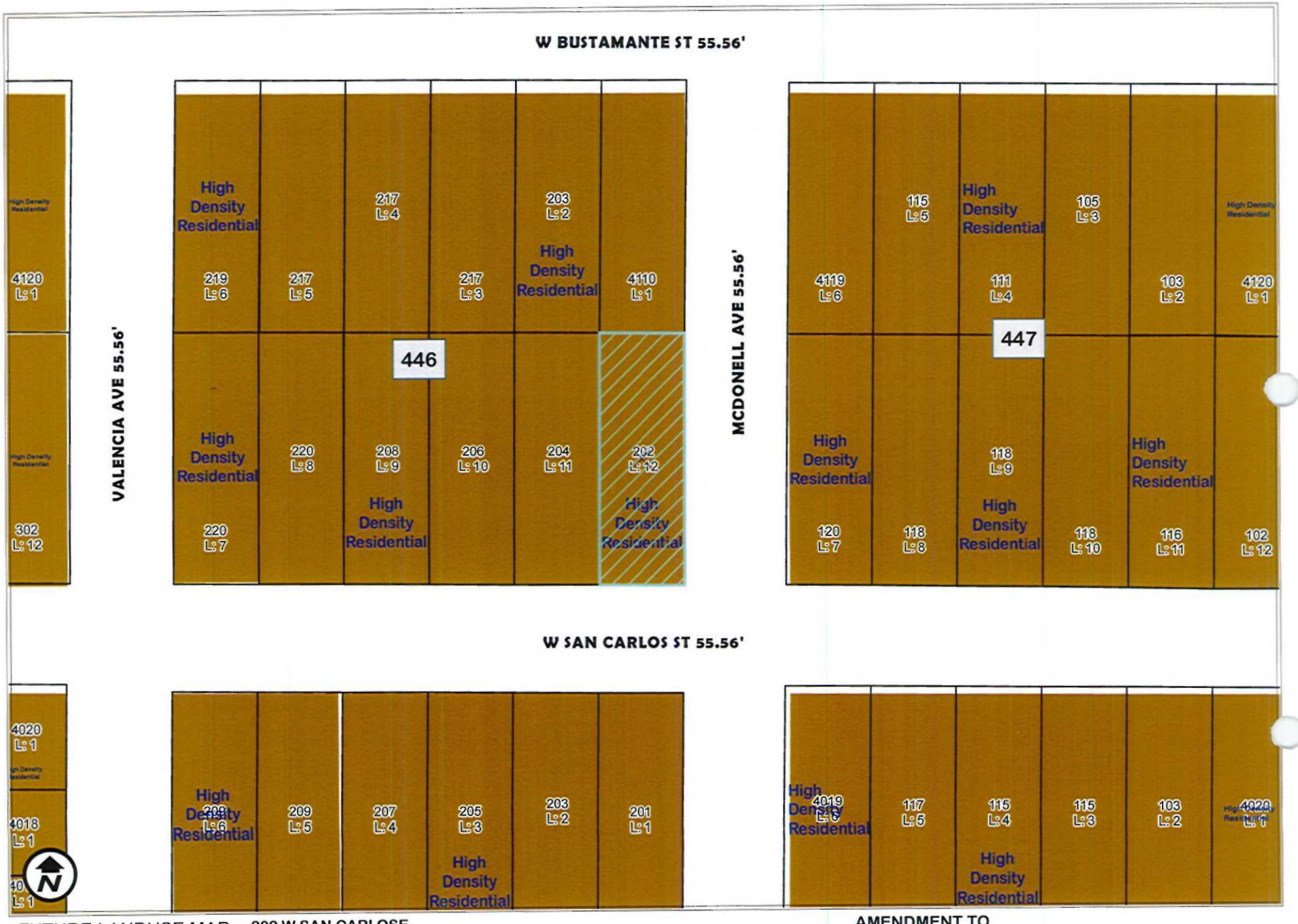
202 W SAN CARLOSE
COUNCIL DISTRICT 4
ZC-24-2015

AMENDMENT TO
C.U.P. (CONDITIONAL USE PERMIT)
TO 2006-O-019

AERIAL MAP
1 inch = 66 feet
Date: 1/26/2015

202 W SAN CARLOSE
COUNCIL DISTRICT 4
ZC-24-2015

AMENDMENT TO
C.U.P. (CONDITIONAL USE PERMIT)
TO 2006-O-019



FUTURE LANDUSE MAP
1 inch = 66 feet
Date: 1/26/2015

202 W SAN CARLOSE
COUNCIL DISTRICT 4
ZC-24-2015

AMENDMENT TO
C.U.P. (CONDITIONAL USE PERMIT)
TO 2006-O-019

Attn: Susana Huerta
Planning Department

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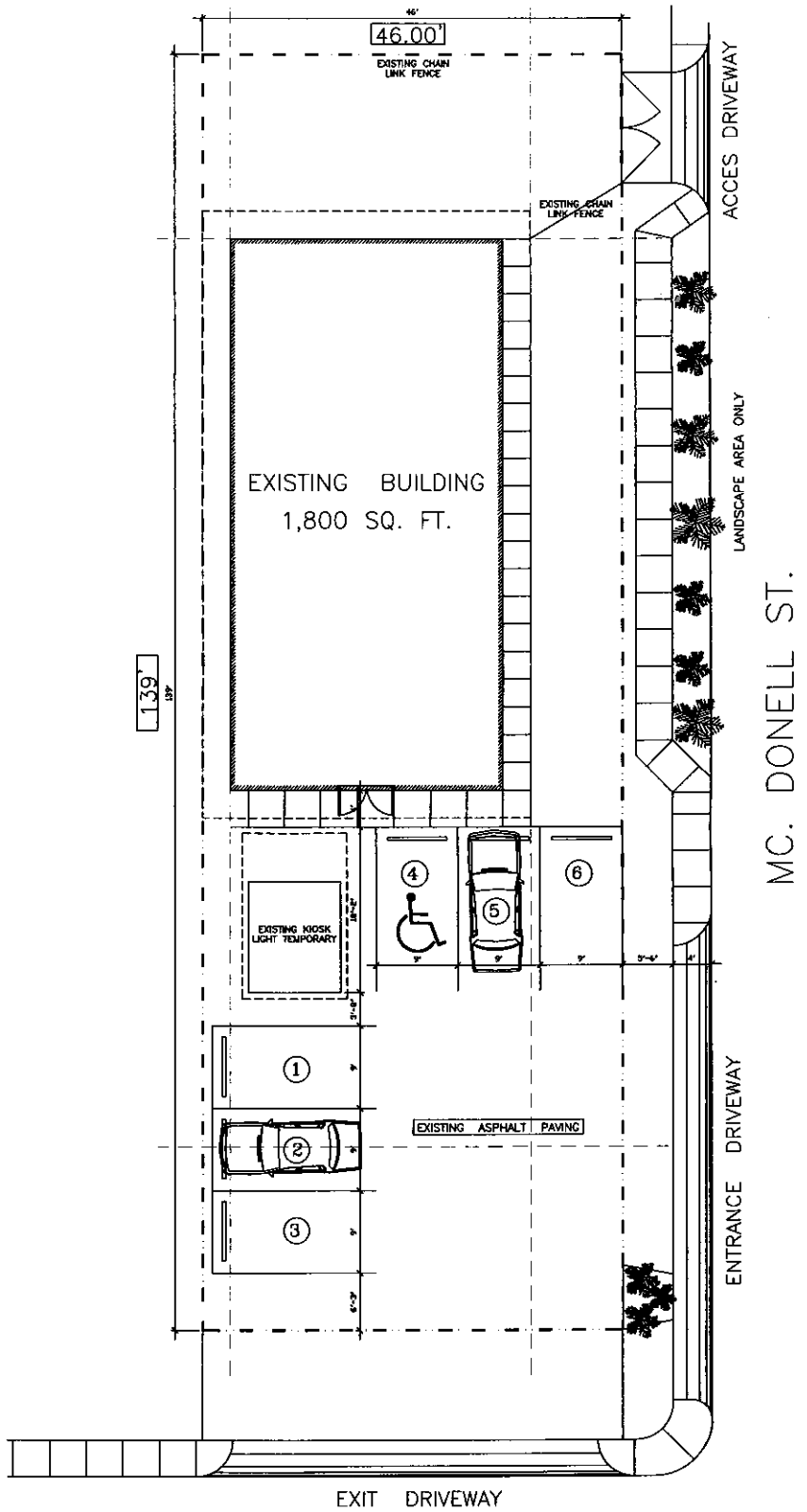
Exhibit A

Villarreal

Deyanira Villarreal

01-16-15



1/A1 SITE PLAN

SCALE: NOT SCALE.

SAN CARLOS ST.

LEGAL DESCRIPTION	
ADDRESS:	# 202 W. San Carlos
LOT:	
BLOCK:	
SUBDIVISION:	

Exhibit B

200' NOTIFICATION
1 inch = 100 feet
Date: 1/26/2015

202 W SAN CARLOSE
COUNCIL DISTRICT 4
ZC-24-2015

AMENDMENT TO
C.U.P. (CONDITIONAL USE PERMIT)
TO 2006-O-019

ZC--24-2015
202 W. San Carlos St.
Amendment to C.U.P. (Conditional Use Permit)

ZC--24-2015
202 W. San Carlos St.
Amendment to C.U.P. (Conditional Use Permit)

ZC--24-2015
202 W. San Carlos St.
Amendment to C.U.P. (Conditional Use Permit)

PLANNING AND ZONING COMMUNICATION

Date:	SUBJECT: PUBLIC HEARING AND RECOMMENDATION OF AN ORDINANCE Amending Ordinance 2006-O-019 of the City of Laredo authorizing a Conditional Use Permit for a kiosk/food stand by adding a meat market to the existing grocery store on Lot 12, Block 446, Eastern Division, located at 202 W. San Carlos Street. ZC-24-2015
2/18/15 Item VII. E.	

Initiated by:	Staff source:
Ralph A. and Maria C. Hase	Nathan R. Bratton, Planning Director Horacio De Leon, Assistant City Manager

Prior action: None

BACKGROUND

Council District: IV – Juan Narvaez

Proposed use: The addition of a meat market to the existing grocery store with kiosk/food stand

Site: The site is currently La Tiendita Grocery Store.

Surrounding land uses: The land north of the site includes single-family residences, manufactured homes, and apartments. To the east of the site are single-family residences. South of the site are apartments, single family residences and manufactured homes. To the west of the site are single family residences, Templo El Buen Pastor, and manufactured homes. To the east of the site are single family residences and manufactured homes.

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

Transportation Plan: The Long Range Thoroughfare Plan does not identify San Carlos Street.

Letters sent to surrounding property owners: 33 In Favor: 0 Opposed: 0

STAFF COMMENTS

The Laredo Land Development Code (Section 24.63: Permitted Uses) meat markets in zones A-E, CBD, B-1, B-3, B-4, M-1, M-2 and MXD. This property is currently zoned R-2. The applicant is applying for a Conditional Use Permit. Section 24.94.5(A) (2): Conditional Use Permit Application Submittal Criteria states that "Applications for properties currently zoned, A-G, RS, R-1, R-1A, R-1MH or RSM , may only seek conditional use status for those uses permitted by zones RS, R-1, R-1A, R-1MH, RSM, R-2, R-3, R-O, or B-1, of higher intensity."

Staff supports the amendment of the existing CUP at this location for the following reasons:

1. The proposed use is compatible with the existing grocery store use.

P&Z COMMISSION RECOMMENDATION:	STAFF RECOMMENDATION:
The P & Z Commission, in a to vote, recommended of the Conditional Use Permit.	Staff **supports** the proposed Conditional Use Permit.

STAFF COMMENTS (CONTINUED)

IMPACT ANALYSIS:

Is this CUP contrary to the established land use pattern?
Yes. The established land use pattern is single-family residential in nature.

Would this CUP create an isolated zoning district use unrelated to surrounding districts?
Yes, the surrounding zoning is R-3.

Will issuance of a CUP adversely influence living conditions in the neighborhood?
No, the amendment is compatible with the existing grocery store use.

Are there substantial reasons why the property cannot be used in accord with existing zoning?
Yes, the existing zoning only allows for single-family residential uses.

Staff suggests the following conditions:

1. The C.U.P. shall be issued to Deyanira Villarreal and Ralph A. Hase, and is nontransferable.
2. The C.U.P. is restricted to the activities describe in letter, Exhibit "A", which is made part hereof for all purposes.
3. The C.U.P. is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.
4. Signage is limited to that allowed in an R-3 District.
5. A seven (7) foot opaque fence shall be provided abutting residential zones.
6. No outdoor sitting area is permitted.
7. No outdoor music is permitted.
8. No outdoor activities are permitted.

CITY OF LAREDO

PLANNING DEPARTMENT

February 5, 2015

Dear Property Owner:

The zoning ordinance for the City of Laredo requires that when a Conditional Use Permit is requested for any property, owners within 200 feet of that property be notified and offered the opportunity to express their opinions regarding the request.

A request has been received for an amendment to a **Conditional Use Permit**, on **Lot 12, Block 446, Eastern Division** located at the following address **202 W. San Carlos Street.**

The existing zoning designation for this property is **R-3 (Mixed Residential District)** and requires a Conditional Use Permit for a **Grocery Store with Kiosk and Meat Market.**

A public hearing will be held by the Planning and Zoning Commission on Wednesday, **February 18, 2015**, at 6 p.m. at City Hall, City Council Chambers, 1110 Houston Avenue, Laredo, Texas. The Commission will give a recommendation to the City Council who will, at a public hearing scheduled at a later date, decide the fate of the application. You are invited to attend this hearing and express your opinions concerning this Conditional Use Permit request.

If you wish to object or support the proposed Conditional Use Permit, it is requested that you sign and detach the form below and send it to the Planning Department Office. Your objection or support will be conveyed to the Planning and Zoning Commission and the City Council.

If you have any questions, please telephone or come by this office and contact Mrs. Susana Huerta-Ramos at 956-794-1602 or by email at sramos1@ci.laredo.tx.us.

----------**DETACH HERE**----------

ZC-24-2015; R-3 to CUP for Grocery Store with Kiosk and Meat Market; Lot 12, Block 446, Eastern Division located at 202 W. San Carlos Street.

I _____ of _____
Name Address

object _____ **/ support** _____ the proposed zone change for the following reason:

_____

_____

_____

(_____) _____ _____
Telephone Signature Date

1120 San Bernardo Ave. P.O. Box 579 Laredo, Texas 78042 (956)794-1613 (956)794-1624 fax

CITY OF LAREDO

PLANNING DEPARTMENT

5 de Febrero del 2015

Estimado Sr. Propietario:

La ley de Zonificación de la Ciudad de Laredo ordena que, cuando un Permiso de Uso Condicional es solicitado para cualquier propiedad; los dueños de propiedades a una distancia de 200 pies seran notificados y se les ofrece la oportunidad de expresar sus opiniones con respecto al Permiso de Uso Condicional.

Una solicitud ha sido recibido para una Permiso de Uso Condicional en **Lote 12, Cuadra 446, Eastern Division,** localizado en la siguiente dirección: **Calle San Carlos Oeste #202.**

La propiedad actualmente tiene el uso de **R-3 (Distrito Residencial Mixto)** y se solicita el Permiso de Uso Condicional para: **tienda de comestibles con quiosco y carniceria.**

La Comisión de Zonificación celebrará una audiencia pública el miercoles, **18 de Febrero del 2015**, a las 6:00 p.m. en City Hall, City Council Chambers, Avenida Houston #1110, Laredo, Texas. La Comisión de Zonificación hará su recomendación al Concilio de la Ciudad en audiencia pùblica, que se celebrará en fecha próxima, para tomar una decisión final sobre esto. Queda usted invitado a asistir a esta audiencia y expresar sus opiniones con respecto a esta solicitud de Permiso de Uso Condicional.

Si desea oponerse o respaldar el Permiso de Uso Condicional propuesto, necesitamos que firme la forma adjunta a este aviso y la envie a la Oficina de Planeación. Su objeción o respaldo será entregado a la Comisión de Planeación y Zonificación y al Concilio de la Ciudad.

Si usted tiene preguntas sobre esto, favor de comunicarse con la Sra. Susana Huerta-Ramos al telefono (956) 794-1602, por mensaje electrónico a sramos1@ci.laredo.tx.us o pasar a esta oficina.

----------**DESPEGUE AQUI**----------

ZC-24-2015; R-3 a CUP para tienda de comestibles con quiosco y carniceria; Lote 12, Cuadra 446, Eastern Division, localizado en Calle San Carlos Oeste #202.

Yo _____ de _____

Nombre Direccion

me **opongo** al _____ **/ respaldo** _____el cambio de zona propuesto por las siguientes razones:

_____

_____

_____

_____ _____ _____

Telefono Firma Fecha

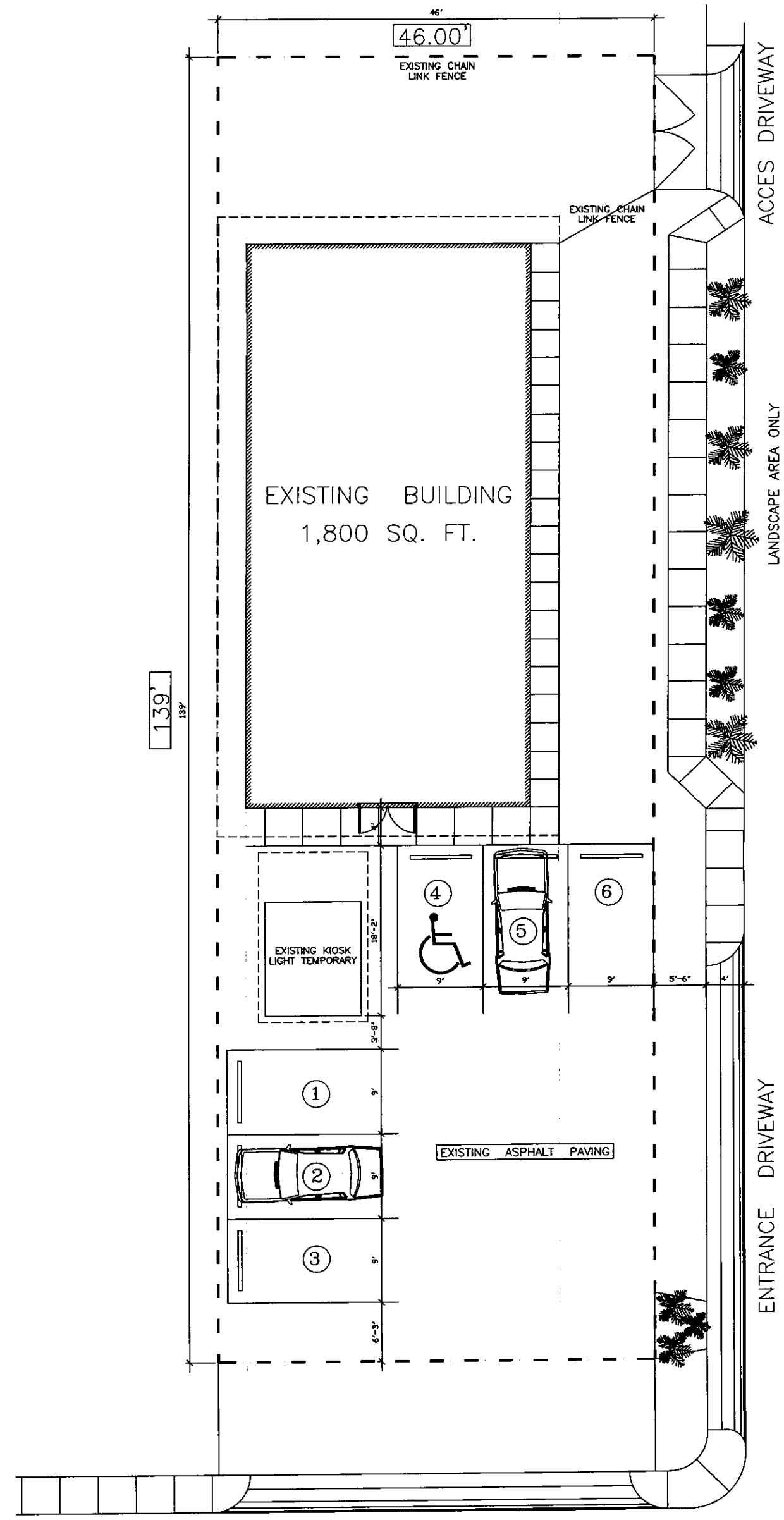
1120 San Bernardo Ave. P.O. Box 579 Laredo, Texas 78042 (956)794-1613 (956)794-1624 fax

ZONING MAP
1 inch = 66 feet
Date: 1/26/2015

202 W SAN CARLOSE
COUNCIL DISTRICT 4
ZC-24-2015

AMENDMENT TO
C.U.P. (CONDITIONAL USE PERMIT)
TO 2006-O-019

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



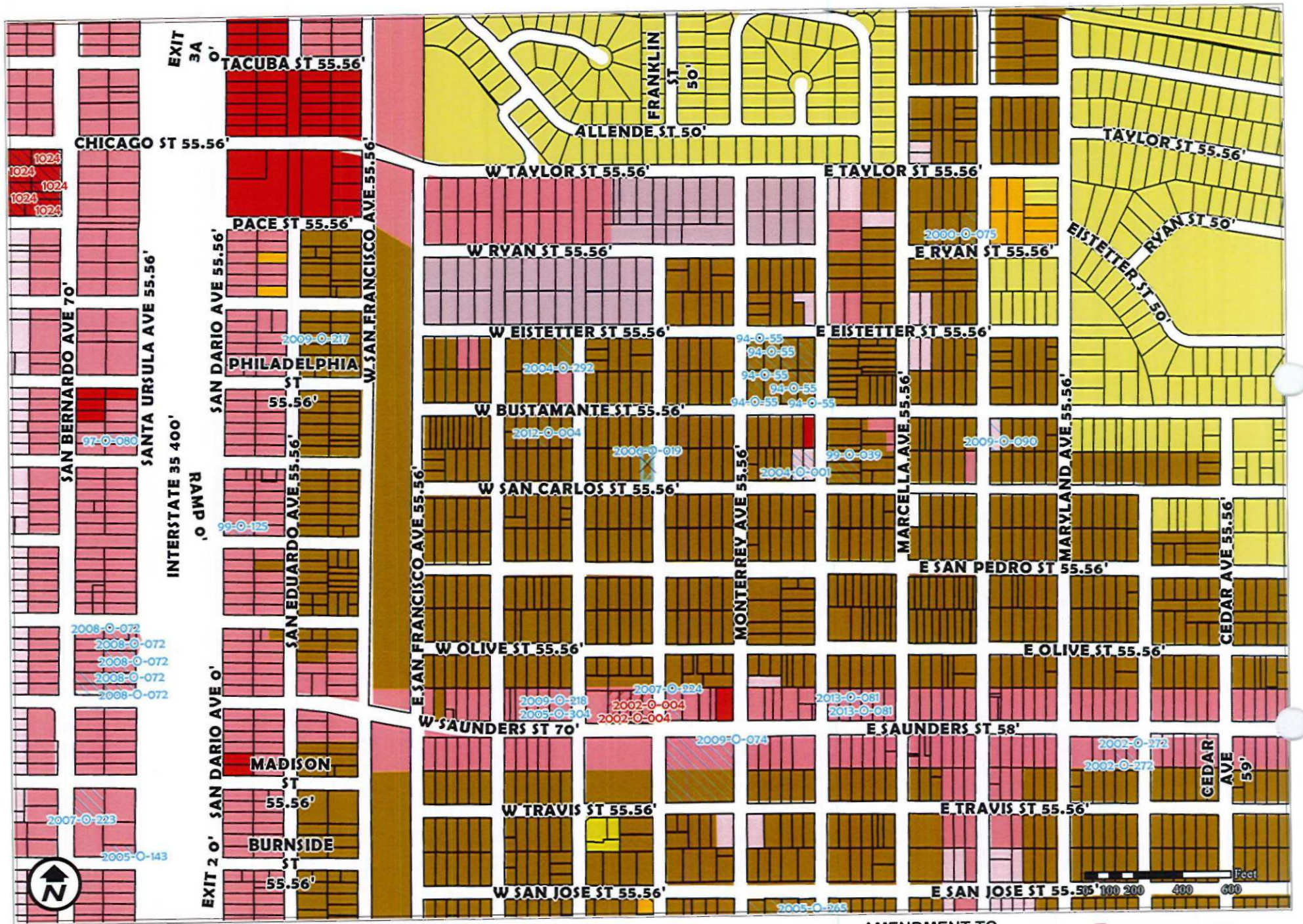
1 / A1 SITE PLAN

SCALE: NOT SCALE.

SAN CARLOS ST.

LEGAL DESCRIPTION	
ADDRESS:	# 202 W. San Carlos
LOT:	
BLOCK:	
SUBDIVISION:	

Exhibit B



ZONING OVERVIEW
1 inch = 500 feet
Date: 1/26/2015

202 W SAN CARLOSE
COUNCIL DISTRICT 4
ZC-24-2015

AMENDMENT TO
C.U.P. (CONDITIONAL USE PERMIT)
TO 2006-O-019

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

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 12, BLOCK 446, EASTERN DIVISION, LOCATED AT 202 WEST SAN CARLOS STREET, FROM R-3 (MIXED RESIDENTIAL DISTRICT) TO B-1 (LIMITED BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on Lot 12, Block 446, Eastern Division, located at 202 West San Carlos Street, from R-3 (Mixed Residential District) to B-1 (Limited Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on September 18, 2025; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **denial** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on October 20, 2025 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

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

Section 1: The Zoning Map of the City of Laredo is hereby amended by Lot 12, Block 446, Eastern Division, located at 202 West San Carlos Street, from R-3 (Mixed Residential District) to B-1 (Limited Business District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City Council Agenda Item ZC-070-2025

(Rezoning 202 West San Carlos Street from **R-3 Mixed Residential** to **B-1 Limited Business**)

---

1. Level of Alignment

☑ **Weak/None** – The request to rezone to **B-1 Limited Business District** conflicts with the Comprehensive Plan's **Future Land Use Map**, which designates this area as **High Density Residential**. Rezoning to commercial use introduces dissimilar land uses into a stable residential area and creates an isolated zoning district, contrary to the intent of the Plan.

---

2. Supporting Goal(s)/Policy(ies)

- **Policy 1.2.1** (Land Use Patterns) – *"Maintain the integrity of existing residential neighborhoods by preventing encroachment of incompatible land uses."*
  Viva Laredo City of Laredo Comprehensive Plan, p. 1.27.
  Relevance: The proposed B-1 zoning would introduce commercial uses that could negatively impact the surrounding residential fabric, conflicting with this policy.
- **Policy 2.1.3** (Downtown & Inner City Revitalization & Historic Preservation) – *"Encourage neighborhood-serving retail and services only in locations identified on the Future Land Use Map, avoiding random incursions of commercial uses into established residential blocks."*
  Viva Laredo City of Laredo Comprehensive Plan, p. 2.48.
  Relevance: The site is designated for high density residential, not neighborhood retail. Rezoning to B-1 would be inconsistent with this directive.
- **Policy 3.2.4** (Urban Design) – *"Promote compatible transitions between residential areas and more intense commercial or mixed-use areas."*
  Viva Laredo City of Laredo Comprehensive Plan, p. 3.41.
  Relevance: The requested zoning change does not provide a compatible transition but rather creates a sharp land-use conflict by introducing B-1 directly abutting single-family and multi-family residences.

---

3. Summary of Alignment

The agenda item conflicts with the **Future Land Use Map** and several policies that call for preserving neighborhood integrity, preventing incompatible encroachment, and ensuring proper transitions between uses. While the existing grocery store/restaurant could potentially be accommodated under a **Conditional Use Permit (CUP)**, a full rezoning to **B-1** is inconsistent with the Plan's residential designation and policy framework.

Conclusion: The proposed rezoning exhibits a **Weak/None alignment** with the Viva Laredo Comprehensive Plan. It risks destabilizing the residential character of the area, undermines long-term land use planning, and introduces potential negative impacts on surrounding living conditions. A CUP amendment, rather than rezoning, would be a more Plan-consistent mechanism to accommodate the applicant's use.

City of Laredo

City Council

Meeting Date: 10/20/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 4.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance Number 2000-O-026, which authorized a conditional use permit for a Police Substation Lot 20, Block 5, Sierra Vista Police Station Plat, located at 140 Ceniso Loop in order to change the use of the property to an Animal Care Substation (Office).

The Planning and Zoning Commission recommended approval of the proposed conditional use permit amendment and staff supports the application.

ZV-077-2025
District I

Council District: District 1 **Zone Case:** ZC-077-2025

Letters sent to property owners: 29

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 7 to 0 vote recommended approval of the conditional use permit amendment.

STAFF RECOMMENDATION - Supports
Staff supports the application.

City Council-Regular Meeting

Date: 10/20/2025

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: City of Laredo, Owner; Lauren Bluestone, Applicant/Representative

Staff Source: Vanessa Guerra, MPA, AICP, Planning Director

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The Planning and Zoning Commission recommended **approval** of the proposed conditional use permit amendment, and staff **supports** the application.

ZC-077-2025
District I

PREVIOUS COUNCIL ACTION

On February 7, 2000, City Council approved the conditional use permit for a Police Substation.

BACKGROUND

Council District: I – Cm. Gilberto Gonzalez

Proposed use: The proposed use is an Animal Care Substation (Office).

- The facility will serve as an administrative and operational hub to support animal care services. Its primary function will be office-based. While it will be associated with the City's animal care functions, the site is not intended to serve as a public shelter, adoption center, or boarding facility. Instead, its use is focused on administrative support with limited on-site activity, ensuring compatibility with the surrounding zoning and land uses. (See attached Narrative).

Minimum Zoning District Required for Proposed Use: R-O (Residential Office District) zoning district

Current Zoning District: The site is currently zoned as a R-1 (Single Family Residential District) zoning district.

Site: The site is occupied by vacant building.

Surrounding land uses: To the north of the site is residential uses. To the east of the site is residential uses, Triumph Public High School - Laredo South, and Lucy Avenue. To the south of the site is Sierra Vista Boulevard, vacant land, residential uses, and Nuestra Señora Del Rosario Catholic Church. To the west of the site is Ceniso Loop, Webb County of Sierra Vista, and residential uses.

Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential.

https://www.cityoflaredo.com/LaredoPlanning/wp-content/uploads/2021/03/viva-laredo-city-of-laredo-comprehensive-plan.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Sierra Vista as a Minor Arterial and Ceniso Loop as a local street.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 29
Inside 200' Radius: In Favor: 0 **Opposed:** 0
Outside 200' Radius: In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a **7** to **0** vote recommended **approval** of the conditional use permit amendment.

STAFF RECOMMENDATION

A Conditional Use Permit is intended to provide for those land uses where additional regulation is necessary to protect the property and surrounding area. It is primarily intended for property located in older section of the city and is intended to promote development and/or redevelopment of such property, which is consistent with the land use patterns of surrounding property.

Staff **supports** the proposed conditional use permit amendment for the following reasons:

1. The primary use of the location is for office use only. Therefore, it is not anticipated to be a nuisance to the surrounding area or neighborhood.
2. The proposed use meets the required parking requirement as per the Laredo Land Development Code Section 27.78.3.
    - Total parking spaces required for the proposed office = 4 parking spaces
    - Actual amount identified on site plan = 12 parking spaces
    - Therefore, the proposed site meets the required parking spaces.

However, staff does not support outdoor animal confinement. Outdoor kennels may be anticipated to have a negative impact to the surrounding neighborhood and area as it creates a noise and odor nuisance. The surrounding area is a primarily residential.

General Comments:

1. The approval of the conditional use permit does not guarantee the issuance of the building permit.
2. The use authorized by the conditional use permit is required to abide by all relevant municipal codes.

If approved, Staff suggests the following conditions

1. The primary use shall serve as an Animal Care Substation Office.
2. The Conditional Use Permit is restricted to Exhibit A, which is made part hereof for all purposes.
3. The kennel structure shall consist of a single large enclosure, as shown in the attached Exhibit A.
4. The kennel structure shall consist of a combination of indoor and outdoor enclosures. One (1) indoor enclosure and one (1) outdoor enclosure shall be considered as one (1) kennel.
5. The use of each kennel shall be limited to one (1) animal at a time, with a maximum of four (4) kennels permitted in total. An exception shall apply in the case of a mother with her litter, which will be considered as one (1) animal.
6. Animal confinement shall be restricted to the indoor enclosure. There shall be no more than four (4) animals on site, with the exception of a mother with their litter, which will be considered as one (1) animal.
    - As per Article III – Small Animals and Fowl, Section 6-42. (5) states, “It is unlawful for a person to keep five (5) or more small animals or fowl, in any combination thereof, or any number of male chickens, within one hundred (100) feet of any residence, structure or building used for human habitation or any other lawful activity, other than the person's habitation or business premises.”
7. Kennels shall be sized and spaced appropriately to allow the animal to stand, turn around, and lie down in a natural position.
8. The proposed use shall not house animals overnight. Long-term boarding or sheltering shall be prohibited on site.
9. The outdoor enclosure of the kennel shall be used for animal relief accommodations purposes only. Outdoor confinement shall be prohibited.
10. The kennel structure location shall not abut the residential property to the north.
11. The operating characteristics of the use shall not create a nuisance and the impacts of the use on surrounding properties shall be minimized with respect to noise, odors, and any other similar conditions.
12. The property shall remain staffed and monitored during operational hours to ensure proper animal care and safety, only if there are animals on premise.
13. Waste removal and soiled bedding shall be disposed of promptly and properly to control odor and diseases.
14. There shall be adequate ventilation systems on site.
15. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
16. Landscaping shall be provided and maintained for the complete duration in accordance with the City of Laredo Land Development Code.

17. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.

18. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.

19. Signage shall be consistent with the City's Sign Ordinance.

20. On-site parking shall be provided in accordance with the City of Laredo Land Development Code.

21. The proposed use shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to the CUP business holder.

22. The proposed use shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.

23. The proposed use shall undergo an annual Fire Inspection.

24. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.

25. Owner shall comply with Building, Health, Safety, Fire, Environmental, and all applicable codes and regulations as required.

26. The use authorized by the conditional use permit is required to abide by all relevant municipal codes.

Staff **supports** the application.

Is this change contrary to the established land use pattern?
There are no similar uses in the area. There are residential uses to the north, east, south, and west of the site..

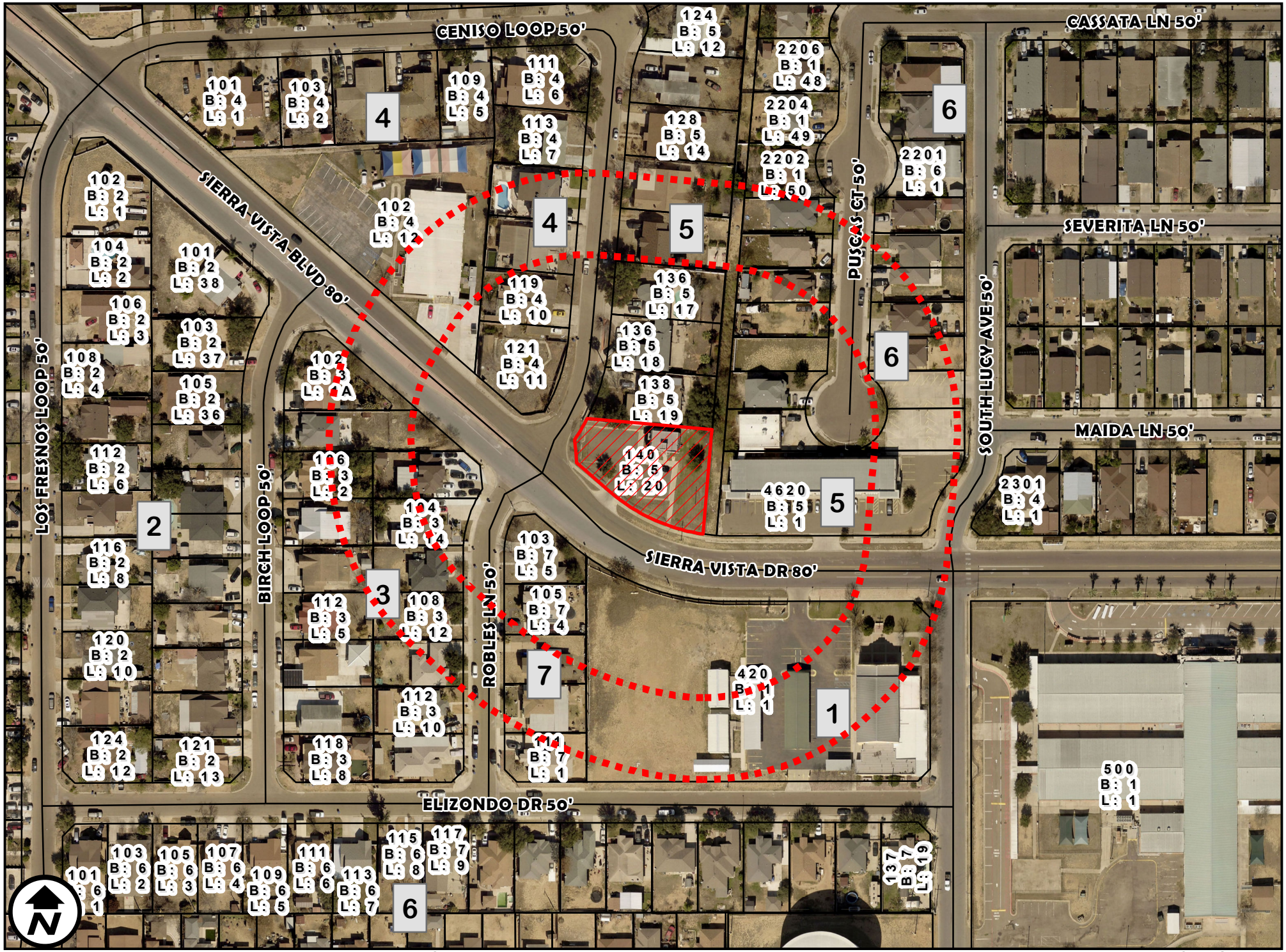
Would this change create an isolated zoning district unrelated to surrounding districts?
No, the zone will not change.

Will change adversely influence living conditions in the neighborhood?
It may be anticipated to have a negative impact to the surrounding neighborhood and area.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing R-1 does not allow for Animal Care Substation (Office) as intended by the applicant.

Attachments

Maps
Site Plan
Narrative
Ordinance No. 2000-O-026
Draft Ordinance

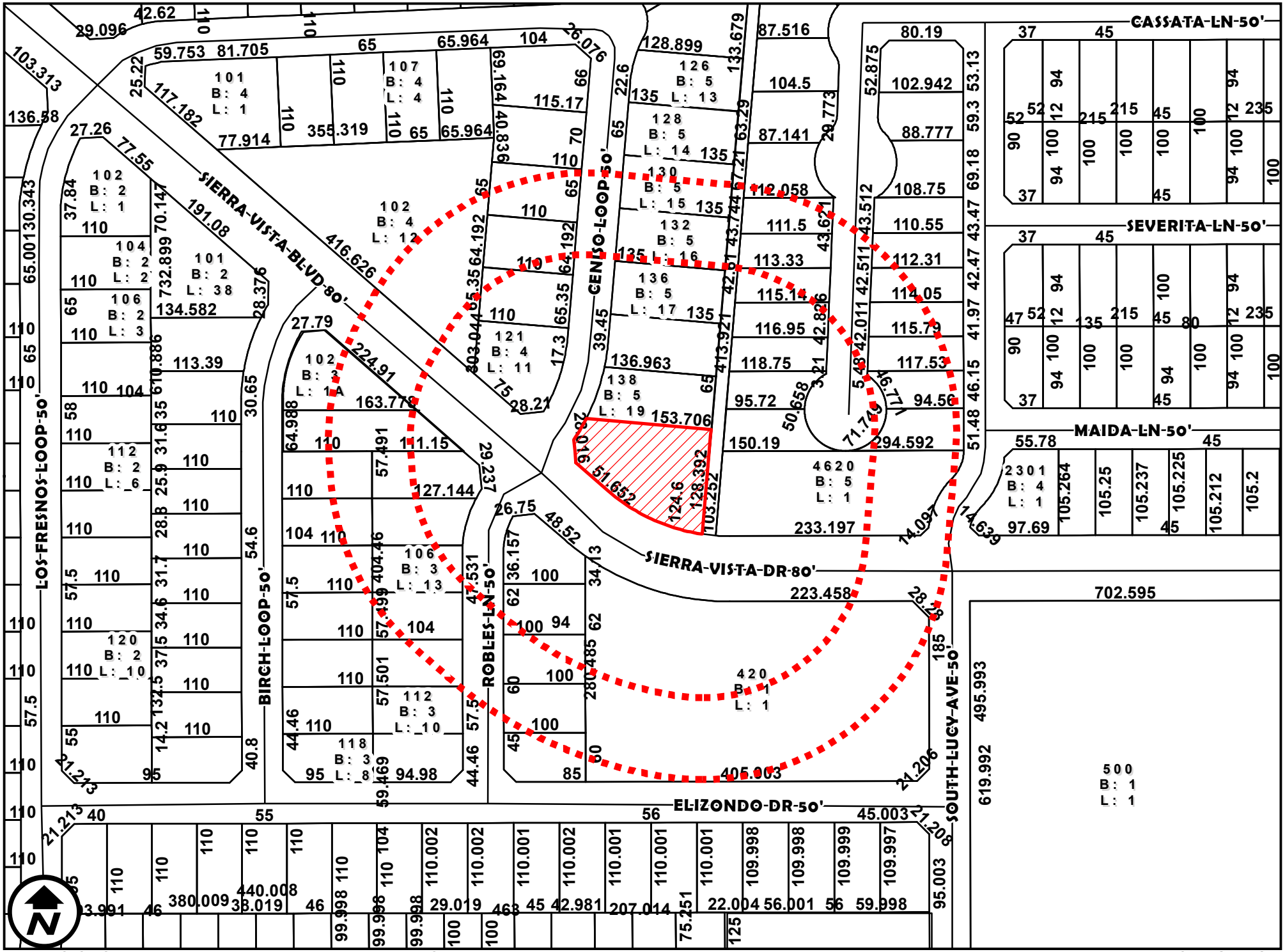


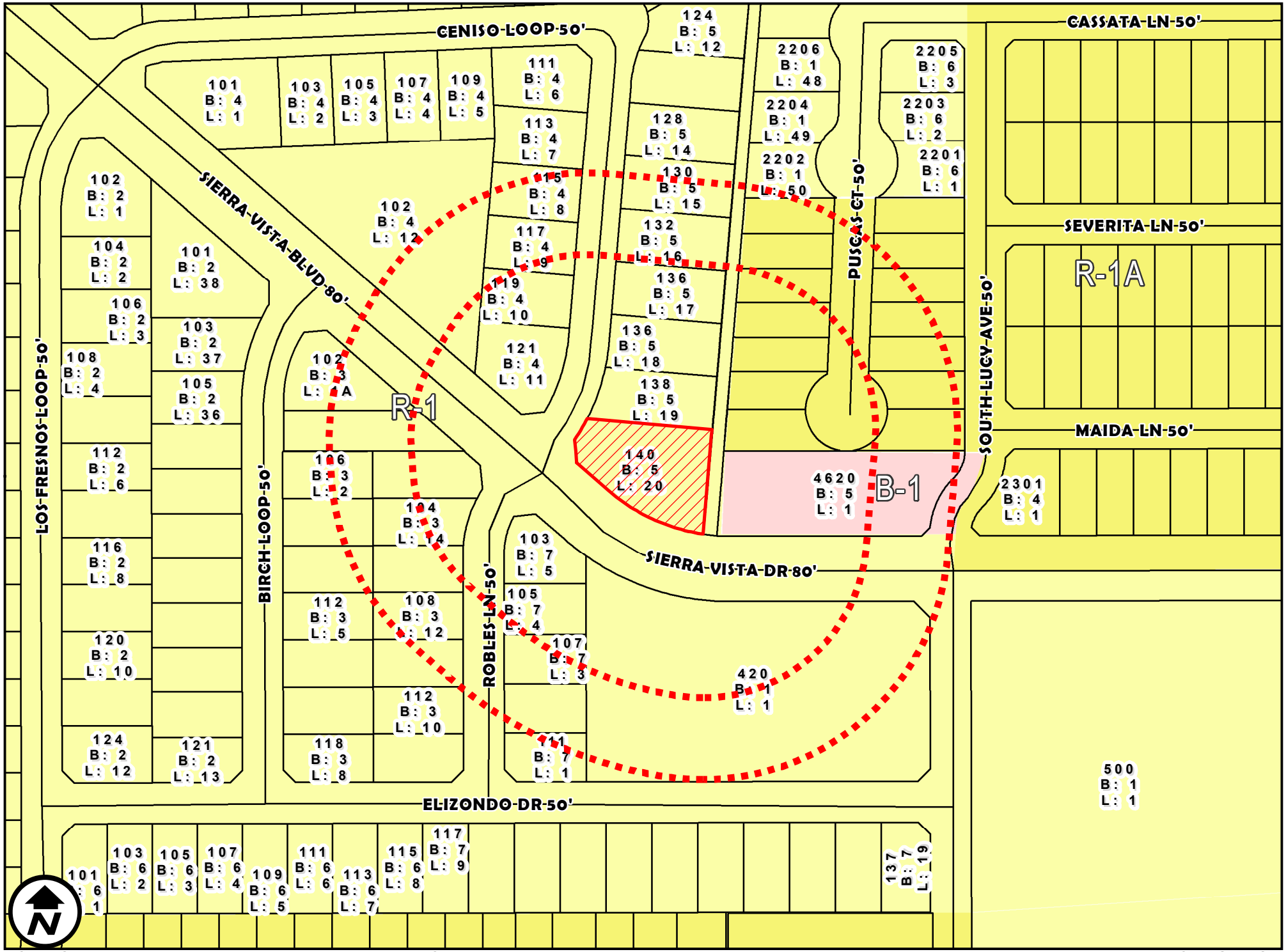
AERIAL MAP

1 inch = 150 feet

ZC-077-2025
COUNCIL DISTRICT 1
140 CENISO LOOP

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) T
C.U.P. AMENDMENT FOR ANIMAL CARE SUBSTATION (OFFICE)


CASSATA-LN-50'
SEVERITA-LN-50'
MAIDA-LN-50'
SIERRA-VISTA-BLVD-80'
SIERRA-VISTA-DR-80'
CENISO-LOOP-50'
LOS-FRESNOS-LOOP-50'
BIRCH-LOOP-50'
ROBLES-LN-50'
SOUTH-LUCY-AVE-50'
ELIZONDO-DR-50'
101 B: 4 L: 1
102 B: 2 L: 1
104 B: 2 L: 2
101 B: 2 L: 38
106 B: 2 L: 3
112 B: 2 L: 6
120 B: 2 L: 10
102 B: 4 L: 12
107 B: 4 L: 4
102 B: 3 L: 1A
106 B: 3 L: 13
112 B: 3 L: 10
118 B: 3 L: 8
121 B: 4 L: 11
126 B: 5 L: 13
128 B: 5 L: 14
130 B: 5 L: 15
132 B: 5 L: 16
136 B: 5 L: 17
138 B: 5 L: 19
4620 B: 5 L: 1
420 B: 1 L: 1
2301 B: 4 L: 1
500 B: 1 L: 1
702.595
495.993
619.992
405.003
233.197
223.458
294.592
150.19
136.963
153.706
128.899
87.516
80.19
102.942
88.777
108.75
110.55
112.31
114.05
115.79
117.53
94.56
97.69
355.319
416.626
303.044
413.921
280.485
440.008
380.009
207.014
75.251
DIMENSIONS MAP
1 inch = 150 feet
ZC-077-2025
COUNCIL DISTRICT 1
140 CENISO LOOP
APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
C.U.P. AMENDMENT FOR ANIMAL CARE SUBSTATION (OFFICE)

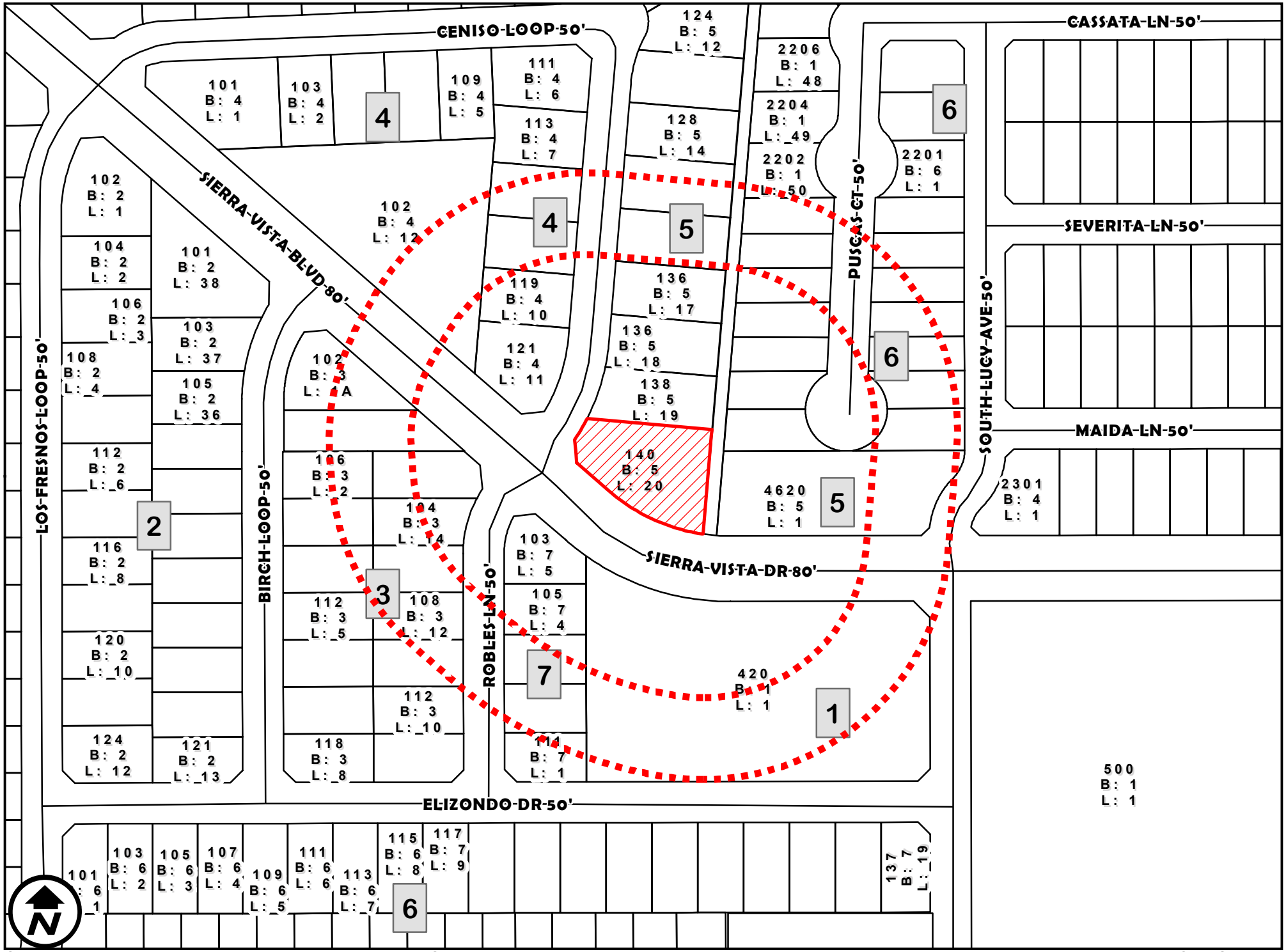


ZONING MAP

1 inch = 150 feet

ZC-077-2025
COUNCIL DISTRICT 1
140 CENISO LOOP

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
C.U.P. AMENDMENT FOR ANIMAL CARE SUBSTATION (OFFICE)

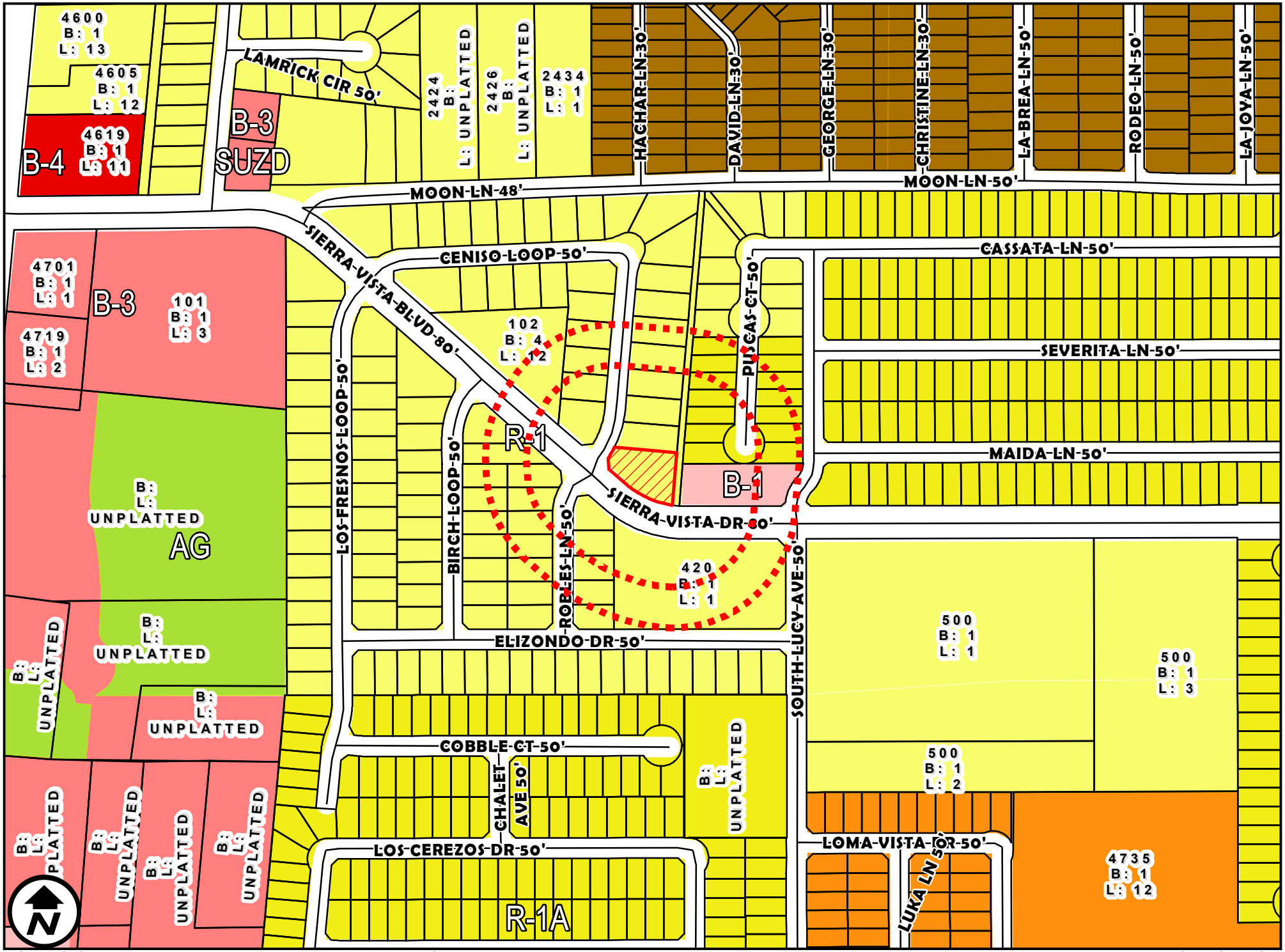


SURVEY MAP

1 inch = 150 feet

ZC-077-2025
COUNCIL DISTRICT 1
140 CENISO LOOP

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
C.U.P. AMENDMENT FOR ANIMAL CARE SUBSTATION (OFFICE)

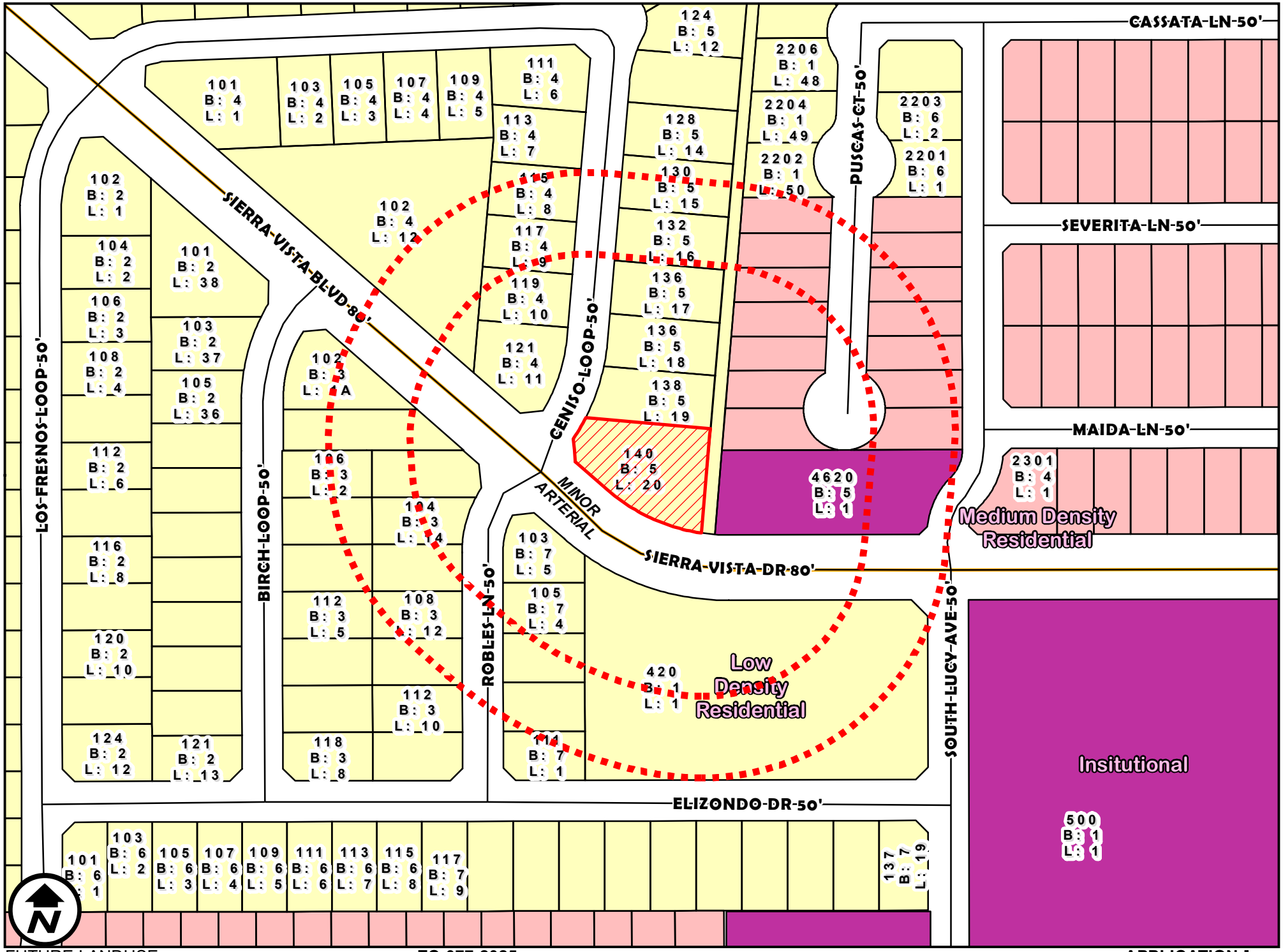


ZONING OVERVIEW

1 inch = 300 feet

ZC-077-2025
COUNCIL DISTRICT 1
140 CENISO LOOP

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) T
C.U.P. AMENDMENT FOR ANIMAL CARE SUBSTATION (OFFICE)

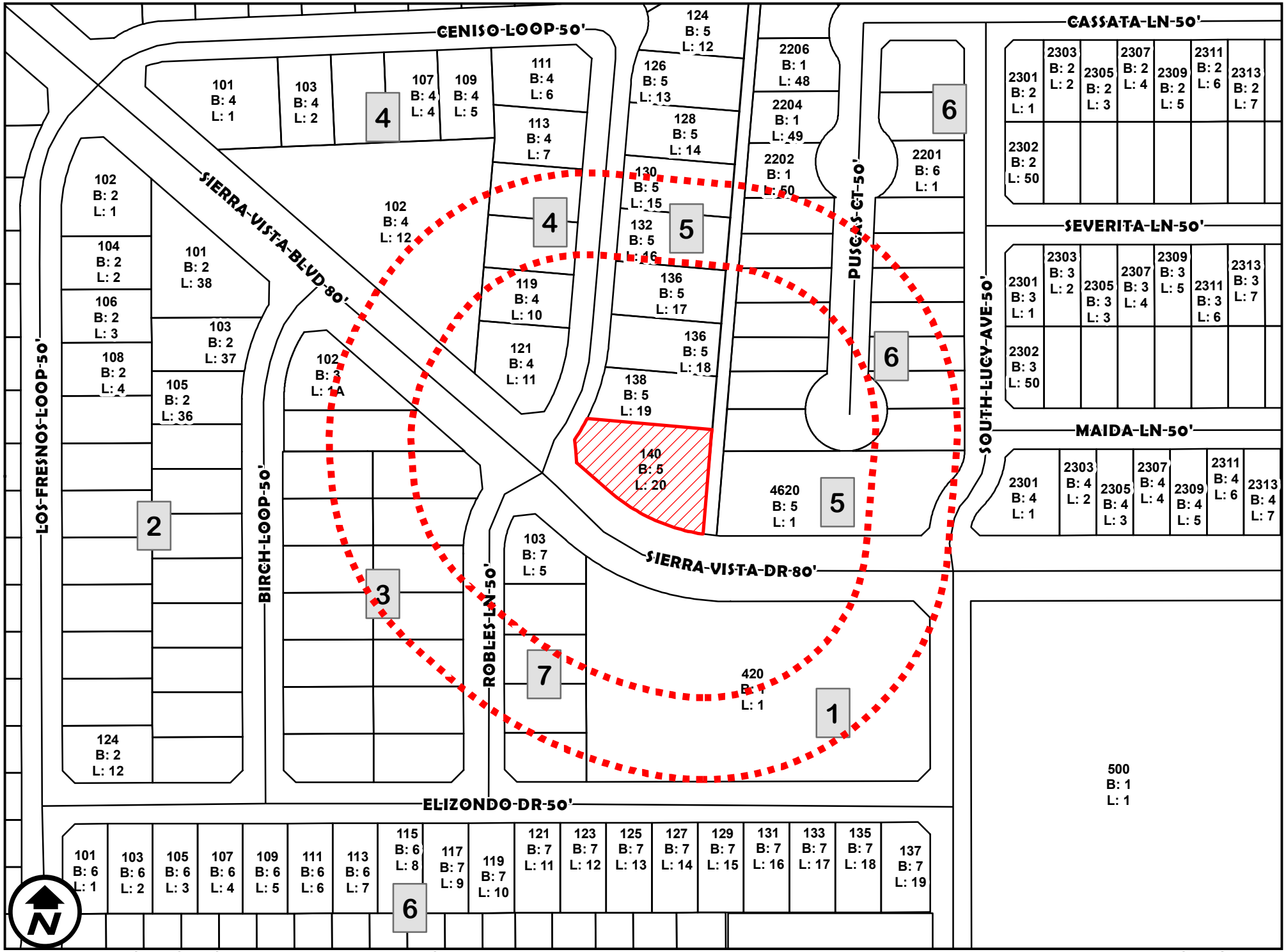


FUTURE LANDUSE

1 inch = 150 feet

ZC-077-2025
COUNCIL DISTRICT 1
140 CENISO LOOP

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) T
C.U.P. AMENDMENT FOR ANIMAL CARE SUBSTATION (OFFICE)



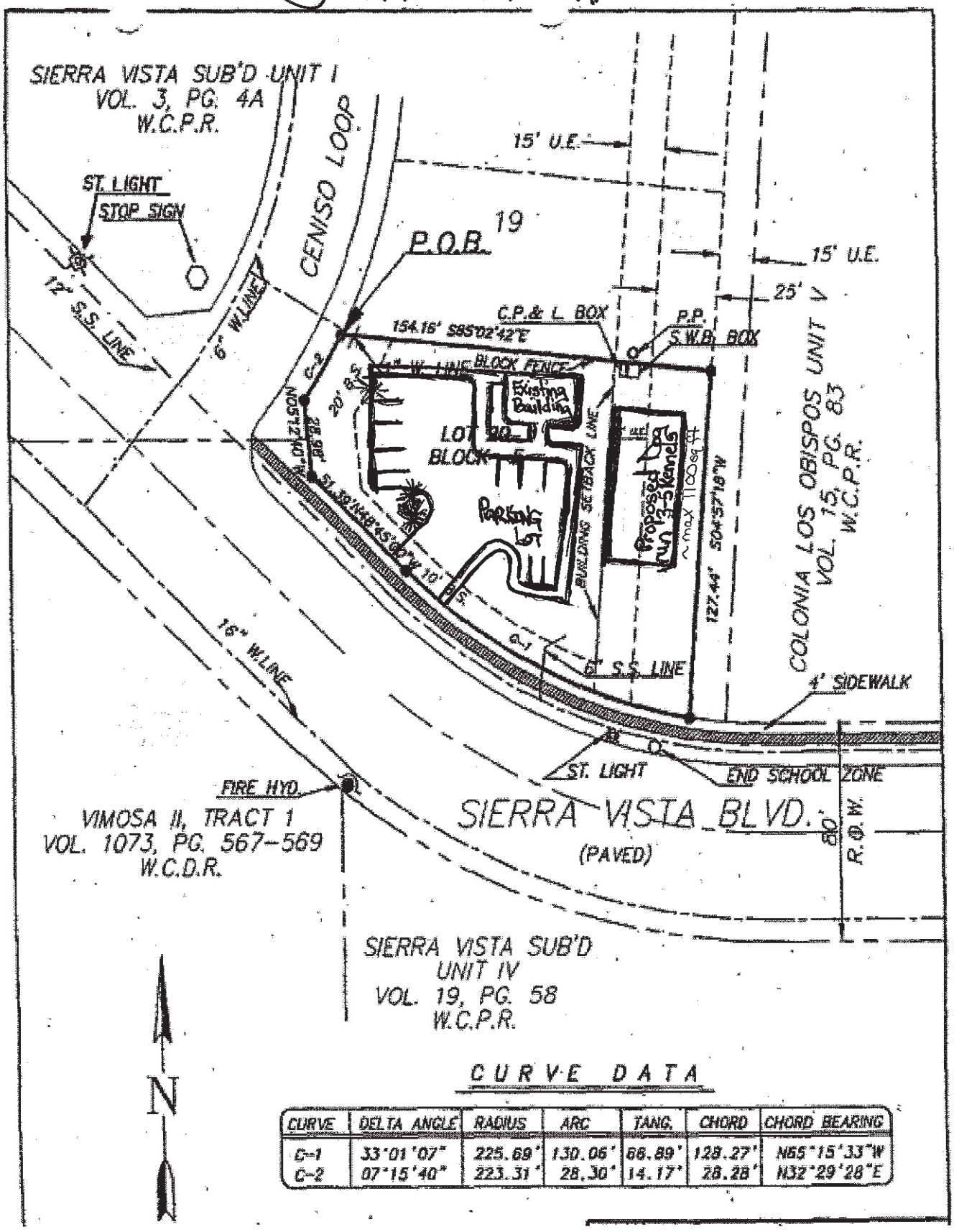
200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-077-2025
COUNCIL DISTRICT 1
140 CENISO LOOP

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
C.U.P. AMENDMENT FOR ANIMAL CARE SUBSTATION (OFFICE)

SITE PLAN



CURVE DATA

CURVE	DELTA ANGLE	RADIUS	ARC	TANG.	CHORD	CHORD BEARING
C-1	33°01'07"	225.69'	130.06'	66.89'	128.27'	N65°15'33"W
C-2	07°15'40"	223.31'	28.30'	14.17'	28.28'	N32°29'28"E

LAREDO
Public Health

Richard A. Chamberlain,
DrPH, MPH, CPHA, CPM, CHW, RS
Director of Public Health

Subject: Request for Conditional Use Permit Change

From: Police Substation
To: Animal Services Substation with 3–5 Outdoor Kennels

To Whom It May Concern:

We respectfully request a change in the conditional use permit for the property currently designated for a police substation. We propose to repurpose this location as an Animal Services Substation, which will include 3 to 5 outdoor kennels for temporary animal containment.

Purpose of Change:

This substation will significantly improve animal control response times in the surrounding area, which currently records the highest volume of animal-related service calls. Having a local base will allow officers and animal service staff to respond more quickly and efficiently, ensuring community safety and animal welfare. The existing building will service as office areas for up to 3 animal services officers.

Operational Notes:

- The facility will not house animals overnight.
- The outdoor kennels will be used only for short-term, temporary holding of animals during active field operations.
- No long-term boarding or sheltering will occur on-site.
- The property will remain staffed and monitored during operational hours to ensure proper animal care and noise management.

We believe this change supports the public interest and improves essential services in a high-need area, while maintaining neighborhood compatibility.

Thank you for your consideration.

Sincerely,

Lauren C. Bluestone
Assistant Director, Laredo Animal Care Services

2600 Cedar Ave.
Laredo, TX 78040
956-795-4900

www.cityoflaredo.com/health
clhd@ci.laredo.tx.us

CITY OF LAREDO ORDINANCE NO. 2000-O-026

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR A POLICE SUBSTAION ON LOT 20, BLOCK 5, SIERRA VISTA POLICE STATION PLAT, LOCATED ON THE NORTH SIDE OF SIERRA VISTA BLVD. AND EAST OF HWY 83; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the owner of Lot 20, Block 5, Sierra Vista Police Station Plat, located on the north side of Sierra Vista Blvd. and east of Hwy 83, has requested a Conditional Use Permit for a police substation; and,

WHEREAS, notice of the zone change was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the Planning and Zoning Commission on this matter; and,

WHEREAS, the required written notices were sent to surrounding property owners at least fifteen (15) days before the public hearing held before the Planning and Zoning Commission on January 6, 2000; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **denial** of the proposed zone change and **approval** of a Conditional Use Permit; and,

WHEREAS, the City Council has held a public hearing on January 24, 2000, on the request and finds a Conditional Use Permit is appropriate and consistent with the General Plan of the City of Laredo.

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended to authorize a Conditional Use Permit for a police substation on Lot 20, Block 5, Sierra Vista Police Station Plat, located on the north side of Sierra Vista Blvd. and east of Hwy 83;

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 7TH DAY OF FEBRUARY, 2000.

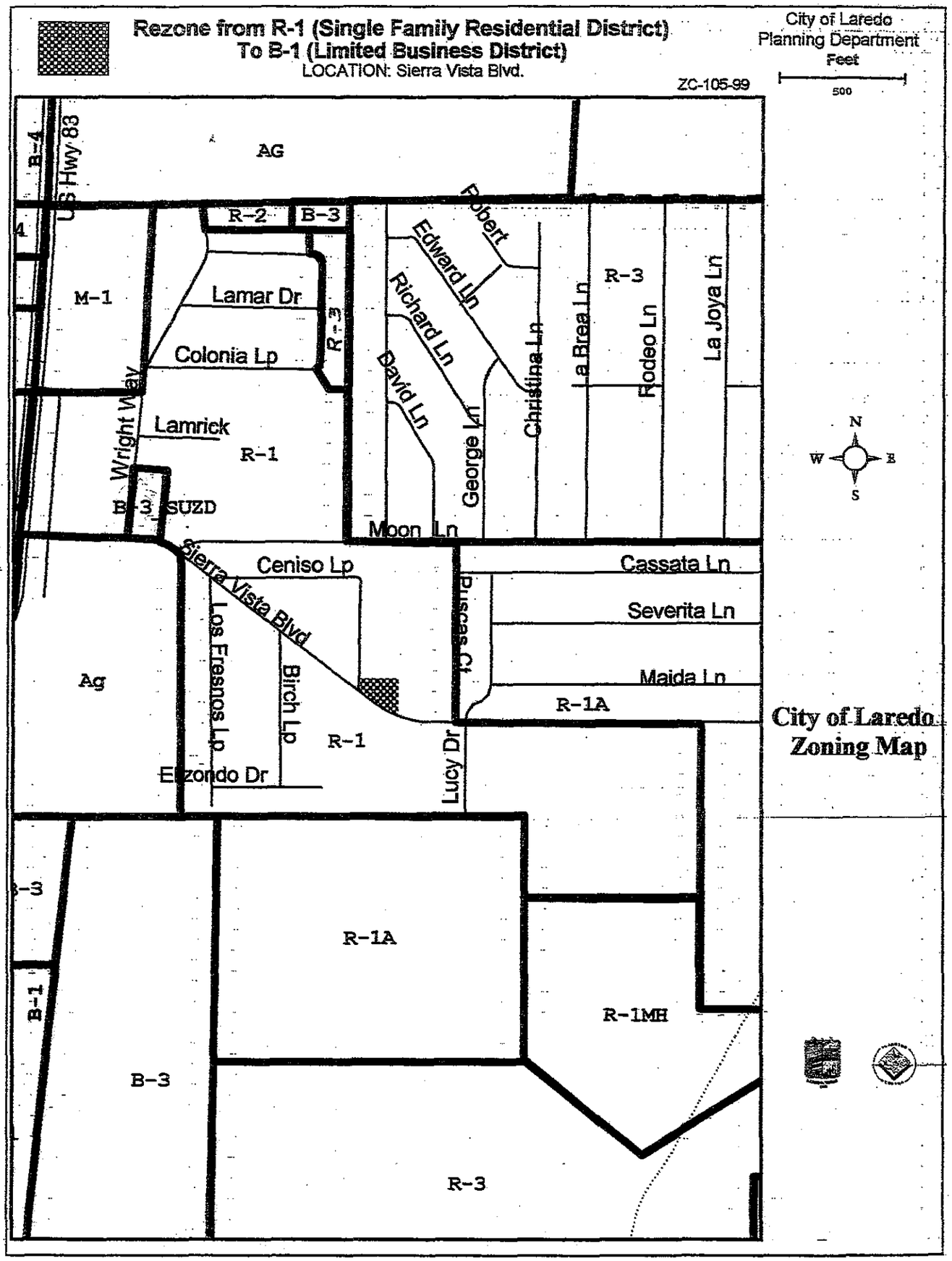
ELIZABETH G. FLORES
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
JAIME FLORES
CITY ATTORNEY

BY: RAY RODRIGUEZ
ASSISTANT CITY ATTORNEY


Rezone from R-1 (Single Family Residential District)
To B-1 (Limited Business District)
LOCATION: Sierra Vista Blvd.
ZC-105-99
City of Laredo
Planning Department
Feet
500
AG
B-4
US Hwy 83
R-2
B-3
M-1
Lamar Dr
R-3
Colonia Lp
Wright Way
Lamrick
R-1
B-3 SUZD
Robert
Edward Ln
Richard Ln
David Ln
George Ln
Christina Ln
La Brea Ln
Rodeo Ln
La Joya Ln
Moon Ln
Ceniso Lp
Sierra Vista Blvd
Los Fresnos Lp
Birch Lp
Ag
R-1
Elizondo Dr
Lucy Dr
Cassata Ln
Severita Ln
Maida Ln
R-1A
Briscas Ct
City of Laredo
Zoning Map
N
W
E
S
R-1A
R-1MH
B-3
R-3

LOT 20, BLOCK 5
0.3774 ACRE TRACT
(16,439.23 Sq. Ft)

A 0.3774 Acre tract of land, more or less, out of the Myrlane Ranch, Porcion 36, Recorded in Volume 2, Page 235, of the Webb County Plat Records and further being out and part of Tract 1 (209.119 Acres) Porcion 36 and 37, acquired by Vimosa II, as therein Recorded in Volume 1073, Pages 567-569, Webb County Deed Records; said 0.3774 Acre tract being more particularly described by metes and bounds as follows;

BEGINNING at the southwest corner of Lot 19, Block 5, Sierra Vista Subdivision, UNIT I, Recorded in Volume 3, Page 14 A, of the Webb County Plat Records, same corner being the northwest corner of this tract hereof;

THENCE S. 85°-02'-42" E., 154.16 feet, to the northeast corner hereof;

THENCE S. 04°-57'-18" W., 127.44 feet, to a point on a curve, the north right-of-way line of Sierra Vista Blvd., and the southeast corner hereof;

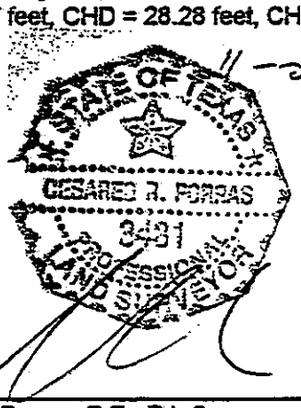
THENCE in a northwesterly direction, along said north right-of-way line, a curvilinear distance of 130.06 feet (Delta = 33°-01'-07", R.= 225.69 feet, Tan = 66.89 feet, CHD = 128.27 feet, CHD Bearing = N. 65°-15'-33" W.) to end of this curve.

THENCE N. 48°-45'-00" W., 51.39 feet, along said north right-of-way line, to a clip corner and a point of deflection, to the right hereof;

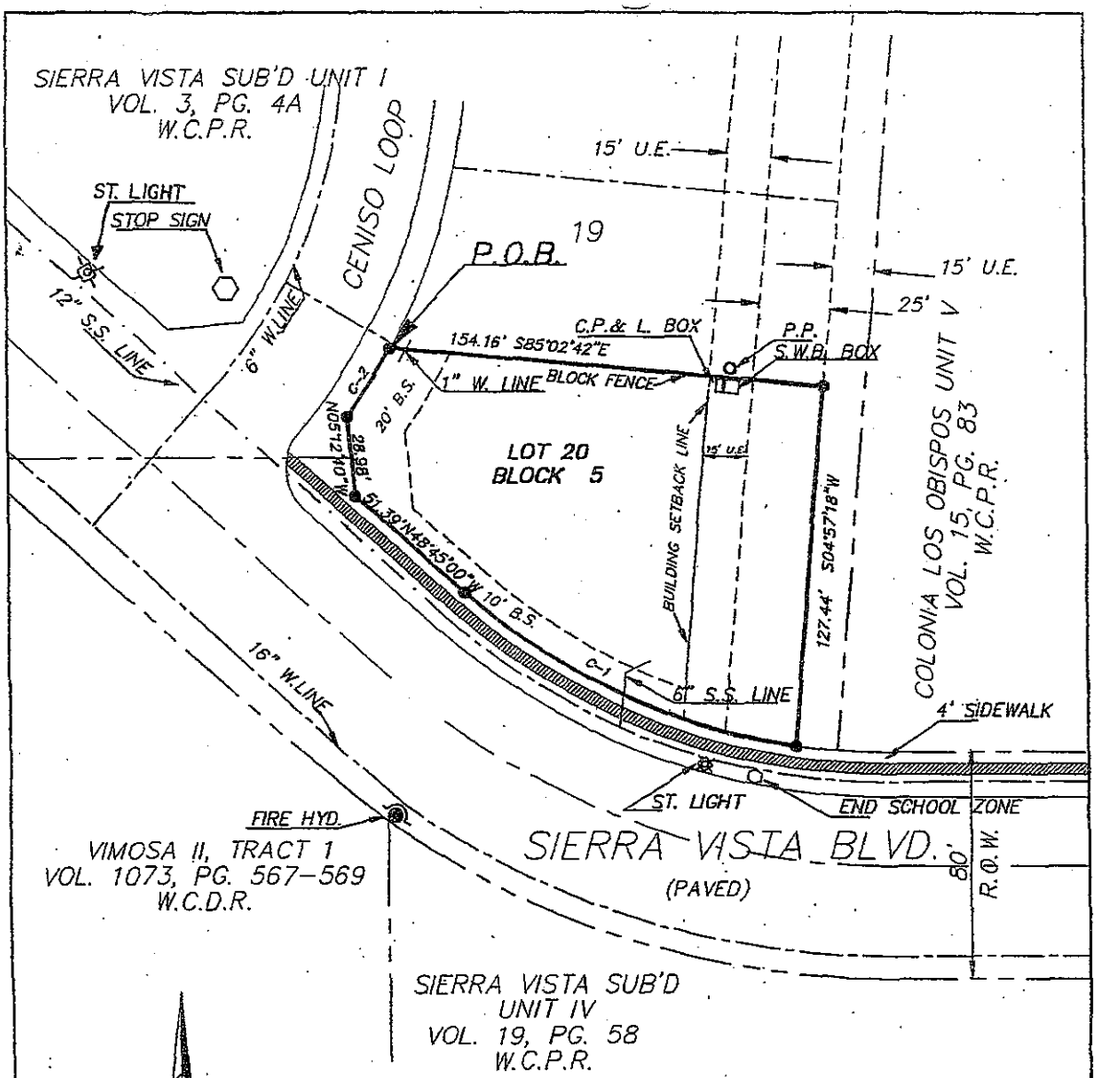
THENCE N. 05°-12'-40" W., 28.98 feet, along the clip line, to a clip corner and a point on a curve, along the east right-of-way line, of the Ceniso Loop hereof;

THENCE in a northeasterly direction, along said east right-of-way line, a curvilinear distance of 28.30 feet (Delta = 07°-15'-40", R = 223.31 feet, Tan = 14.17 feet, CHD = 28.28 feet, CHD Bearing = N. 32°-29'-28" E) to the POINT OF BEGINNING.

11-23-11



Cesareo R. Porras, P.E., P.L.S.



CURVE DATA

CURVE	DELTA ANGLE	RADIUS	ARC	TANG.	CHORD	CHORD BEARING
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C-2	07°15'40"	223.31'	28.30'	14.17'	28.28'	N32°29'28"E

SCALE 1"=50'
DATE 11-23-99

LEGEND
● SET IRON PIN
O POWER POLE
S.W.B. SOUTH WESTERN BELL
C.P.& L. CENTRAL POWER & LIGHT

IMPROVEMENT SURVEY OF
A 0.3774 AC. TRACT OF LAND
OUT OF MYRLANE RANCH
REC. IN VOL.2, PG.235 W.C.P.R.
CITY OF LAREDO, WEBB COUNTY, TEXAS

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THIS 23 DAY Nov, 1999

STATE OF TEXAS
CESAREO R. PORRAS
3481
PROFESSIONAL LAND SURVEYOR

CESAREO R. PORRAS
PROFESSIONAL LAND SURVEYOR #3481

PORRAS ENGINEERING CO.
P.O. BOX 1670
78044
ENGINEERS ~ SURVEYORS
LAREDO, TEXAS
OFF. 724-3097
FAX 724-9208

COUNCIL COMMUNICATION

Date: 2/7/00	**SUBJECT:** FINAL READING OF ORDINANCE NO. 2000-O-026 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Conditional Use Permit for a police substation on Lot 20, Block 5, Sierra Vista Police Station Plat, located on the north side of Sierra Vista Blvd. and east of Hwy 83. ZC-105-99

Initiated by: Vimosa II, property owner	**Staff source:** Keith Selman, Planning Director Cynthia Collazo, Asst. City Manager

Prior action: This item was introduced by Councilman Alfredo Agredano at the City Council meeting of 1/24/00.

BACKGROUND

Council District: I - Alfredo Agredano

Proposed use: Police substation.

Site: The site is currently vacant land.

Surrounding land uses: North of the site are single family residences. East and south of the site is vacant land. West of the site are single family residences and vacant land.

Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential.

Transportation Plan The Long Range Thoroughfare Plan does not recognize Sierra Vista Blvd.

Letters sent to surrounding property owners: 10 In Favor: 0 Opposed: 0

STAFF COMMENTS

The proposed zone change is inappropriate at this location. The Comprehensive Plan recognizes this area as Low Density Residential. The surrounding zoning is R-1. In addition, there are no B-1 zoning trend at this location.

The proposed use is appropriate at this location. The police substation will service the surrounding residential area, Hwy 83, and the residential subdivisions to the east.

P&Z COMMISSION RECOMMENDATION: The P & Z Commission, in a 7 to 0 vote, recommended **denial** of the proposed zone change and **approval** of a Conditional Use Permit.	**STAFF RECOMMENDATION:** Staff **does not support** the proposed zone change and **supports** a Conditional Use Permit.

IMPACT ANALYSIS ZC-105-99

B-1 (Limited Business District): The purpose of the B-1 is to provide for business and commercial development serving a limited geographic area or neighborhood.

Is this change contrary to the established land use pattern?
No, land surrounding this site, along Sierra Vista Blvd., is vacant land. The established land use pattern surrounding this pocket of vacant land is single family residential.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes, there are no adjacent B-1 zoning. The adjacent zoning district is R-1.

Will change adversely influence living conditions in the neighborhood?
No, the proposed use of a police substation will service the surrounding development.

Are there substantial reasons why the property can not be used in accord with existing zoning?
A police substation is not a permitted use in a R-1 zoning district.

COUNCIL COMMUNICATION

Date:	SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE
1/24/2000	Public hearing concerning an application by Vimosa II, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 20, Block 5, Sierra Vista Police Station Plat, located on the north side of Sierra Vista Blvd. and east of Hwy 83, from R-1 (Single Family Residential District) to B-1 (Limited Business District). This is an appeal from an unfavorable recommendation by the Planning & Zoning Commission. ZC-105-99

Initiated by:	**Staff source:**
Vimosa II, property owner	Keith Selman, Planning Director Cynthia Collazo, Asst. City Manager

Prior action: None

BACKGROUND

Council District: I - Alfredo Agredano

Proposed use: Police substation.

Site: The site is currently vacant land.

Surrounding land uses: North of the site are single family residences. East and south of the site is vacant land. West of the site are single family residences and vacant land.

Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential.

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Letters sent to surrounding property owners: 10 In Favor: 0 Opposed: 0

STAFF COMMENTS

The proposed zone change is inappropriate at this location. The Comprehensive Plan recognizes this area as Low Density Residential. The surrounding zoning is R-1. In addition, there are no B-1 zoning trend at this location.

The proposed use is appropriate at this location. The police substation will service the surrounding residential area, Hwy 83, and the residential subdivisions to the east.

P&Z COMMISSION RECOMMENDATION:	**STAFF RECOMMENDATION:**
The P & Z Commission, in a 7 to 0 vote, recommended **denial** of the proposed zone change and **approval** of a Conditional Use Permit.	Staff **does not support** the proposed zone change and **supports** a Conditional Use Permit.

IMPACT ANALYSIS ZC-105-99

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No, land surrounding this site, along Sierra Vista Blvd., is vacant land. The established land use pattern surrounding this pocket of vacant land is single family residential.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes, there are no adjacent B-1 zoning. The adjacent zoning district is R-1.

Will change adversely influence living conditions in the neighborhood?
No, the proposed use of a police substation will service the surrounding development.

Are there substantial reasons why the property can not be used in accord with existing zoning?
A police substation is not a permitted use in a R-1 zoning district.

CITY COUNCIL MEETING AGENDA ITEM ROUTING FORM

Department: Planning Department
Contact Person: Carlos Ordonez & Ray Gonzalez
Telephone #: 791-7441
Meeting Date: Jan. 24, 2000

Department Director Approval: Keith Hilmer

Date: 1/13/00

Legal Department Approval: Ray Rodriguez
First City Atty Asst 1/17/00 w/ correction to P+Z Recommendation (missing)

Date:

Assistant to the City Manager Approval:

Date :

Deadlines:	**Thursday 4:00 p.m.**	**Ordinances, Resolutions, Executive Sessions and any other agenda item that will require legal review is due at the City Attorney's Office**
	Friday 4:00 p.m.	**All agenda items are due in the City Manager's Office**
	Monday	**Finalize "Draft Agenda"**
	Tuesday 9:00 a.m.	**Executive Staff Meeting and approval of agenda items by City Manager**
	4:00 p.m.	**Submittal of agenda item in final form (original and 20 copies)**
	Wednesday	**Agenda is posted and distributed to City Council**

CITY OF LAREDO
CITY ATTORNEY'S OFFICE
00 JAN 13 PM 3:50
BY

Reason for late Agenda Item:

City Manager's Approval:
Date:

COUNCIL COMMUNICATION

Date:	SUBJECT: FINAL READING OF ORDINANCE NO. 2000-O-026 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Conditional Use Permit for a police substation on Lot 20, Block 5, Sierra Vista Police Station Plat, located on the north side of Sierra Vista Blvd. and east of Hwy 83. ZC-105-99
2/7/00	

Initiated by:	Staff source:
Vimosa II, property owner	Keith Selman, Planning Director Cynthia Collazo, Asst. City Manager

Prior action: This item was introduced by Councilman Alfredo Agredano at the City Council meeting of 1/24/00.

BACKGROUND

Council District: I - Alfredo Agredano

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Site: The site is currently vacant land.

Surrounding land uses: North of the site are single family residences. East and south of the site is vacant land. West of the site are single family residences and vacant land.

Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential.

Transportation Plan The Long Range Thoroughfare Plan does not recognize Sierra Vista Blvd.

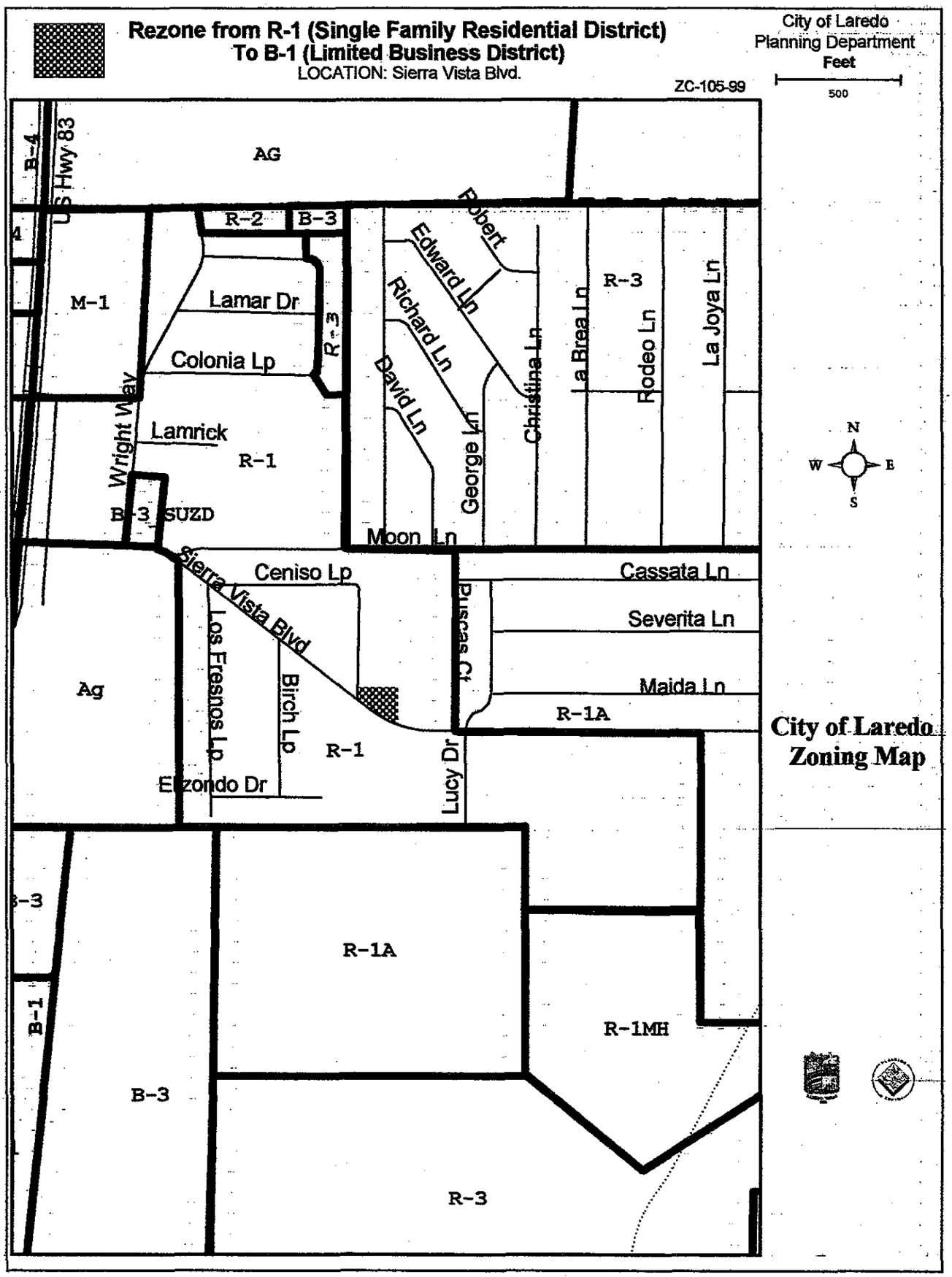
Letters sent to surrounding property owners: 10 In Favor: 0 Opposed: 0

STAFF COMMENTS

The proposed zone change is inappropriate at this location. The Comprehensive Plan recognizes this area as Low Density Residential. The surrounding zoning is R-1. In addition, there are no B-1 zoning trend at this location.

The proposed use is appropriate at this location. The police substation will service the surrounding residential area, Hwy 83, and the residential subdivisions to the east.

P&Z COMMISSION RECOMMENDATION:	STAFF RECOMMENDATION:
The P & Z Commission, in a 7 to 0 vote, recommended **denial** of the proposed zone change and **approval** of a Conditional Use Permit.	Staff **does not support** the proposed zone change and **supports** a Conditional Use Permit.


Rezone from R-1 (Single Family Residential District)
To B-1 (Limited Business District)
LOCATION: Sierra Vista Blvd.
ZC-105-99
City of Laredo
Planning Department
Feet
500
AG
B-4
US Hwy 83
R-2
B-3
M-1
Lamar Dr
Colonia Lp
R-3
Wright Way
Lamrick
R-1
B-3 SUZD
Robert
Edward Ln
Richard Ln
David Ln
George Ln
Christina Ln
La Brea Ln
Rodeo Ln
La Joya Ln
R-3
Moon Ln
Ceniso Lp
Sierra Vista Blvd
Cassata Ln
Severita Ln
Maida Ln
R-1A
Los Fresnos Lp
Birch Lp
R-1
Elizondo Dr
Lucy Dr
Ag
R-1A
R-1MH
B-3
B-1
B-3
R-3
N
W
E
S
City of Laredo
Zoning Map

COUNCIL COMMUNICATION

Date:	SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE
1/24/2000	Public hearing concerning an application by Vimosa II, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 20, Block 5, Sierra Vista Police Station Plat, located on the north side of Sierra Vista Blvd. and east of Hwy 83, from R-1 (Single Family Residential District) to B-1 (Limited Business District). This is an appeal from an unfavorable recommendation by the Planning & Zoning Commission. ZC-105-99

Initiated by:	**Staff source:**
Vimosa II, property owner	Keith Selman, Planning Director Cynthia Collazo, Asst. City Manager

Prior action: None

BACKGROUND

Council District: I - Alfredo Agredano

Proposed use: Police substation.

Site: The site is currently vacant land.

Surrounding land uses: North of the site are single family residences. East and south of the site is vacant land. West of the site are single family residences and vacant land.

Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential.

Transportation Plan The Long Range Thoroughfare Plan does not recognize Sierra Vista Blvd.

Letters sent to surrounding property owners: 10 In Favor: 0 Opposed: 0

STAFF COMMENTS

The proposed zone change is inappropriate at this location. The Comprehensive Plan recognizes this area as Low Density Residential. The surrounding zoning is R-1. In addition, there are no B-1 zoning trend at this location.

The proposed use is appropriate at this location. The police substation will service the surrounding residential area, Hwy 83, and the residential subdivisions to the east.

P&Z COMMISSION RECOMMENDATION:	**STAFF RECOMMENDATION:**
The P & Z Commission, in a 7 to 0 vote, recommended **denial** of the proposed zone change and **approval** of a Conditional Use Permit.	Staff **does not support** the proposed zone change and **supports** a Conditional Use Permit.

IMPACT ANALYSIS ZC-105-99

B-1 (Limited Business District): The purpose of the B-1 is to provide for business and commercial development serving a limited geographic area or neighborhood.

Is this change contrary to the established land use pattern?
No, land surrounding this site, along Sierra Vista Blvd., is vacant land. The established land use pattern surrounding this pocket of vacant land is single family residential.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes, there are no adjacent B-1 zoning. The adjacent zoning district is R-1.

Will change adversely influence living conditions in the neighborhood?
No, the proposed use of a police substation will service the surrounding development.

Are there substantial reasons why the property can not be used in accord with existing zoning?
A police substation is not a permitted use in a R-1 zoning district.

CITY OF LAREDO ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 20, BLOCK 5, SIERRA VISTA POLICE STATION PLAT, LOCATED ON THE NORTH SIDE OF SIERRA VISTA BLVD. AND EAST OF HWY 83, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-1 (LIMITED BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the owner of Lot 20, Block 5, Sierra Vista Police Station Plat, located on the north side of Sierra Vista Blvd. and east of Hwy 83, has requested a zone change from R-1 (Single Family Residential District) to B-1 (Limited Business District); and,

WHEREAS, notice of the zone change was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the Planning and Zoning Commission on this matter; and,

WHEREAS, the required written notices were sent to surrounding property owners at least fifteen (15) days before the public hearing held before the Planning and Zoning Commission on January 6, 2000; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **denial** of the proposed zone change and **approval** of a Conditional Use Permit; and,

WHEREAS, the City Council has held a public hearing on January 24, 2000, on the request and finds proposed zone change is appropriate and consistent with the General Plan of the City of Laredo.

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended to change the current zoning designation on Lot 20, Block 5, Sierra Vista Police Station Plat, located on the north side of Sierra Vista Blvd. and east of Hwy 83, from R-1 (Single Family Residential District) to B-1 (Limited Business District);

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2000.

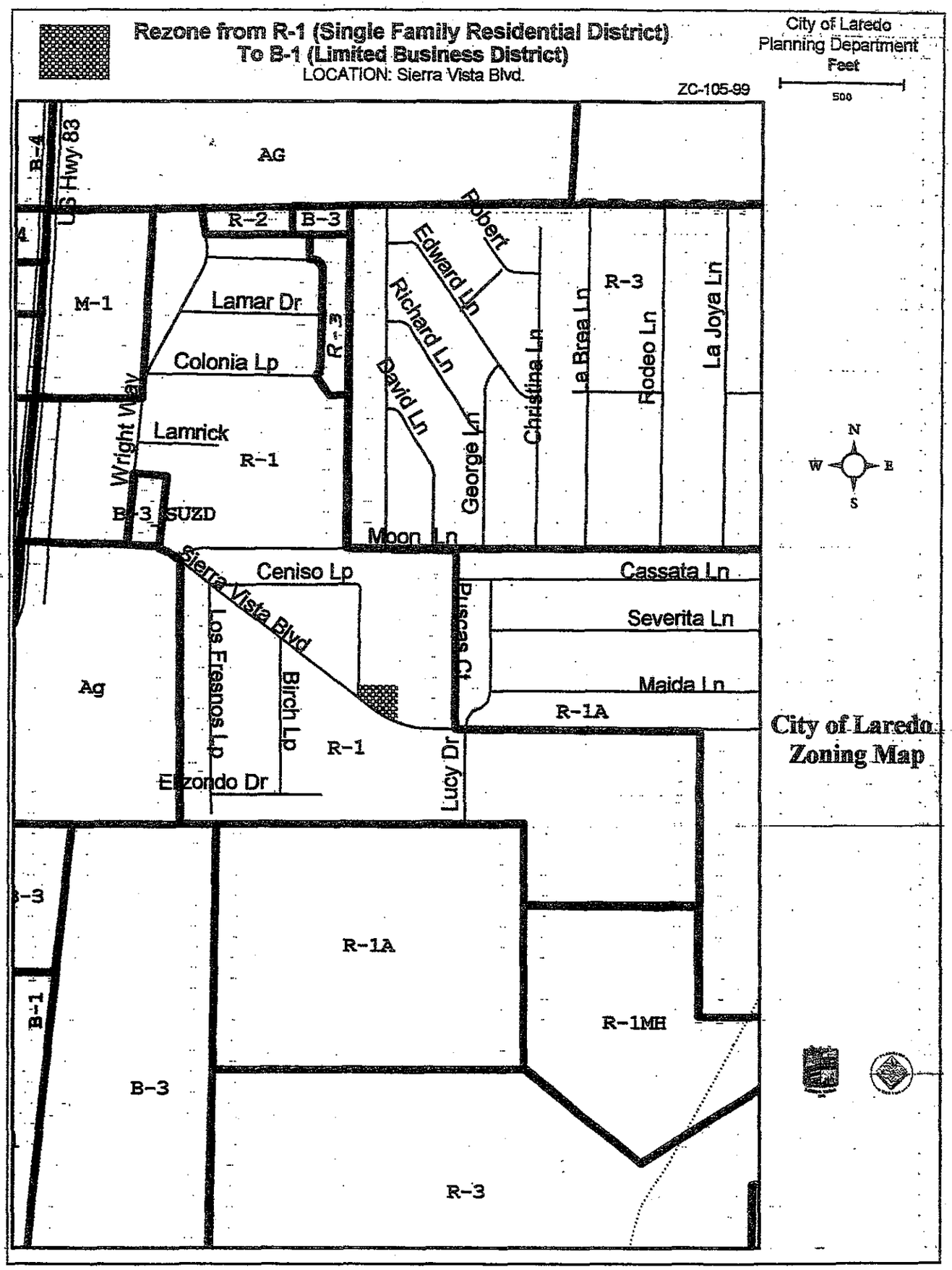
_____
ELIZABETH G. FLORES
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
JAIME FLORES
CITY ATTORNEY

_____
BY: RAY RODRIGUEZ
ASSISTANT CITY ATTORNEY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LOCATION: Sierra Vista Blvd.
ZC-105-99
City of Laredo
Planning Department
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Richard Ln
David Ln
George Ln
Christina Ln
La Brea Ln
Rodeo Ln
La Joya Ln
R-3
Moon Ln
Cassata Ln
Severita Ln
Maida Ln
R-1A
Ceniso Lp
Sierra Vista Blvd
Los Fresnos Lp
Birch Lp
Brisas Ct
Lucy Dr
Ag
R-1
Elizondo Dr
N
W
E
S
City of Laredo
Zoning Map
R-1A
R-1MH
B-3
R-3
B-1

LOT 20, BLOCK 5
0.3774 ACRE TRACT
(16,439.23 Sq. Ft)

A 0.3774 Acre tract of land, more or less, out of the Myrlane Ranch, Porcion 36, Recorded in Volume 2, Page 235, of the Webb County Plat Records and further being out and part of Tract 1 (209.119 Acres) Porcion 36 and 37, acquired by Vimosa II, as therein Recorded in Volume 1073, Pages 567-569, Webb County Deed Records; said 0.3774 Acre tract being more particularly described by metes and bounds as follows;

BEGINNING at the southwest corner of Lot 19, Block 5, Sierra Vista Subdivision, UNIT I, Recorded in Volume 3, Page 14 A, of the Webb County Plat Records, same corner being the northwest corner of this tract hereof;

THENCE S. 85°-02'-42" E., 154.16 feet, to the northeast corner hereof;

THENCE S. 04°-57'-18" W., 127.44 feet, to a point on a curve, the north right-of-way line of Sierra Vista Blvd., and the southeast corner hereof;

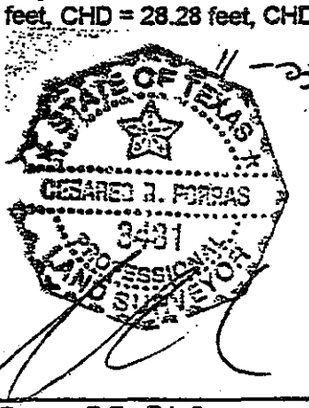
THENCE in a northwesterly direction, along said north right-of-way line, a curvilinear distance of 130.06 feet (Delta = 33°-01'-07", R.= 225.69 feet, Tan = 66.89 feet, CHD = 128.27 feet, CHD Bearing = N. 65°-15'-33" W.) to end of this curve.

THENCE N. 48°-45'-00" W., 51.39 feet, along said north right-of-way line, to a clip corner and a point of deflection, to the right hereof;

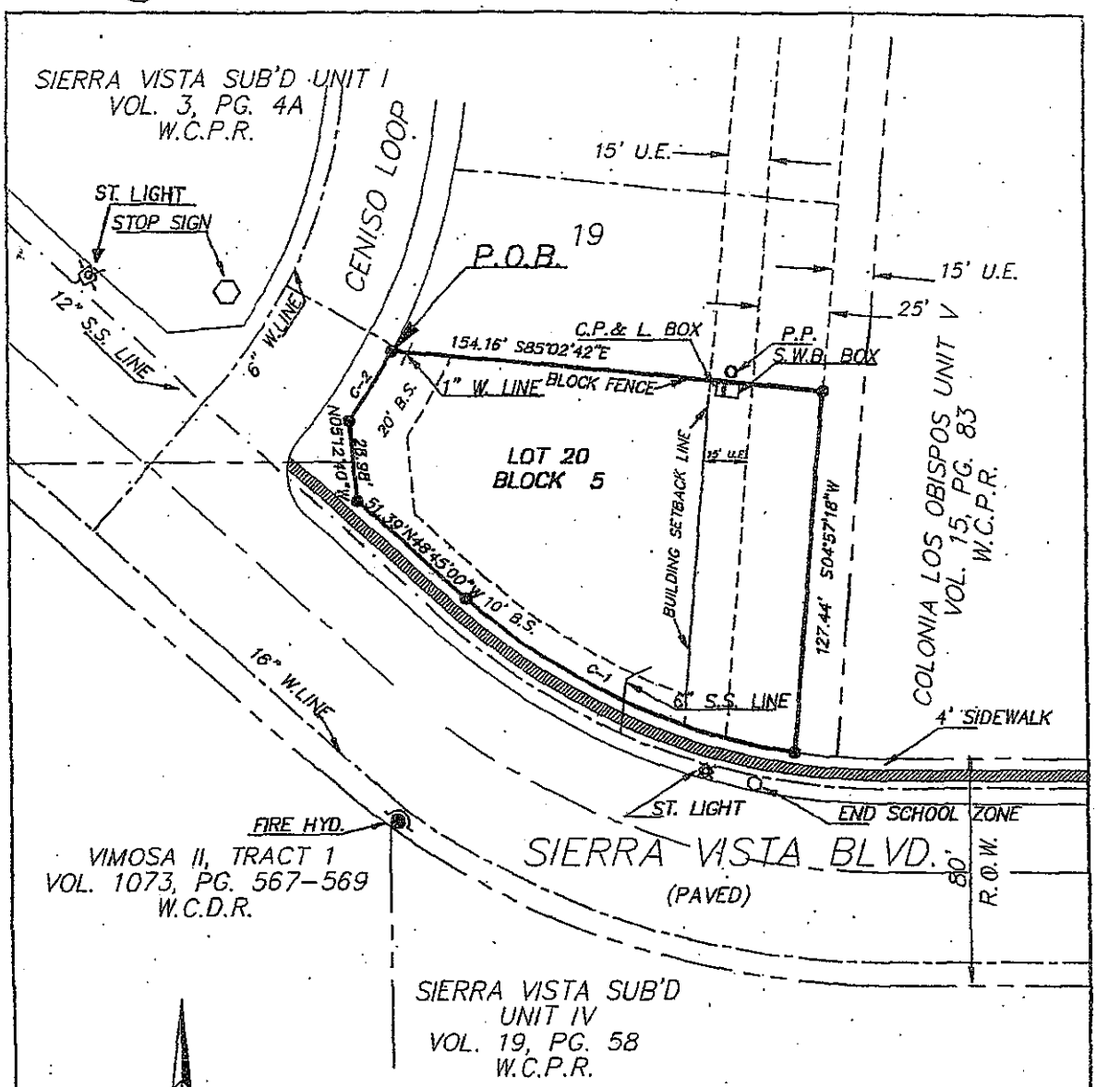
THENCE N. 05°-12'-40" W., 28.98 feet, along the clip line, to a clip corner and a point on a curve, along the east right-of-way line, of the Ceniso Loop hereof;

THENCE in a northeasterly direction, along said east right-of-way line, a curvilinear distance of 28.30 feet (Delta = 07°-15'-40", R = 223.31 feet, Tan = 14.17 feet, CHD = 28.28 feet, CHD Bearing = N. 32°-29'-28" E) to the POINT OF BEGINNING.

11-23-11



Cesareo R. Porras, P.E., P.L.S.



CURVE DATA

CURVE	DELTA ANGLE	RADIUS	ARC	TANG.	CHORD	CHORD BEARING
C-1	33°01'07"	225.69'	130.06'	66.89'	128.27'	N65°15'33"W
C-2	07°15'40"	223.31'	28.30'	14.17'	28.28'	N32°29'28"E

SCALE 1"=50'
DATE 11-23-99

LEGEND
● SET IRON PIN
O POWER POLE
S.W.B. SOUTH WESTERN BELL
C.P.& L. CENTRAL POWER & LIGHT

IMPROVEMENT SURVEY OF
A 0.3774 AC. TRACT OF LAND
OUT OF MYRLANE RANCH
REC. IN VOL. 2, PG. 235 W.C.P.R.
CITY OF LAREDO, WEBB COUNTY, TEXAS

I THEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THIS 23rd DAY Nov, 1999

STATE OF TEXAS
CESAREO R. PORRAS
3481
PROFESSIONAL LAND SURVEYOR

CESAREO R. PORRAS
PROFESSIONAL LAND SURVEYOR #3481

PORRAS ENGINEERING CO.
P.O. BOX 1670
78044
ENGINEERS ~ SURVEYORS
LAREDO, TEXAS
OFF. 724-3097

Porras Engineering Company
P.O. BOX 1670
Ph. 724-3097
Fax 724-9208
Laredo, Texas

January 11, 2000

Attn: Carlos Ordones
Planning Dept.

Re: Sierra Vista Police Station Zone Change

To Whom It May Concern:

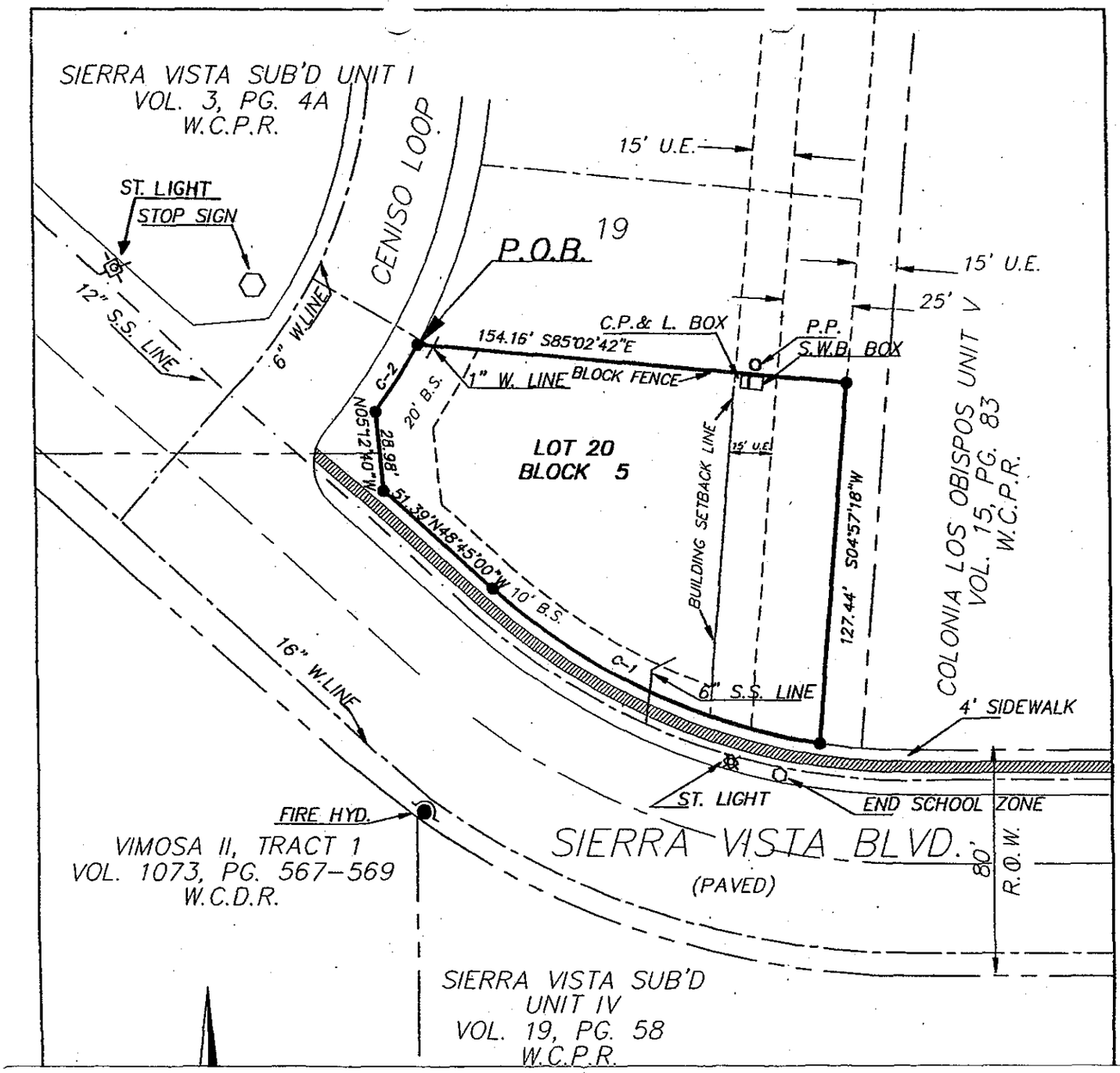
We at Porras Engineering Company and our clients are aware that the zone change request from R-1 to B-1 for the above project was denied on 01-06-00. A Conditional Use Permit (CUP) was given and accepted by our clients. We would like for this issue to go on to the next City Council Meeting on 01-24-00 as is.

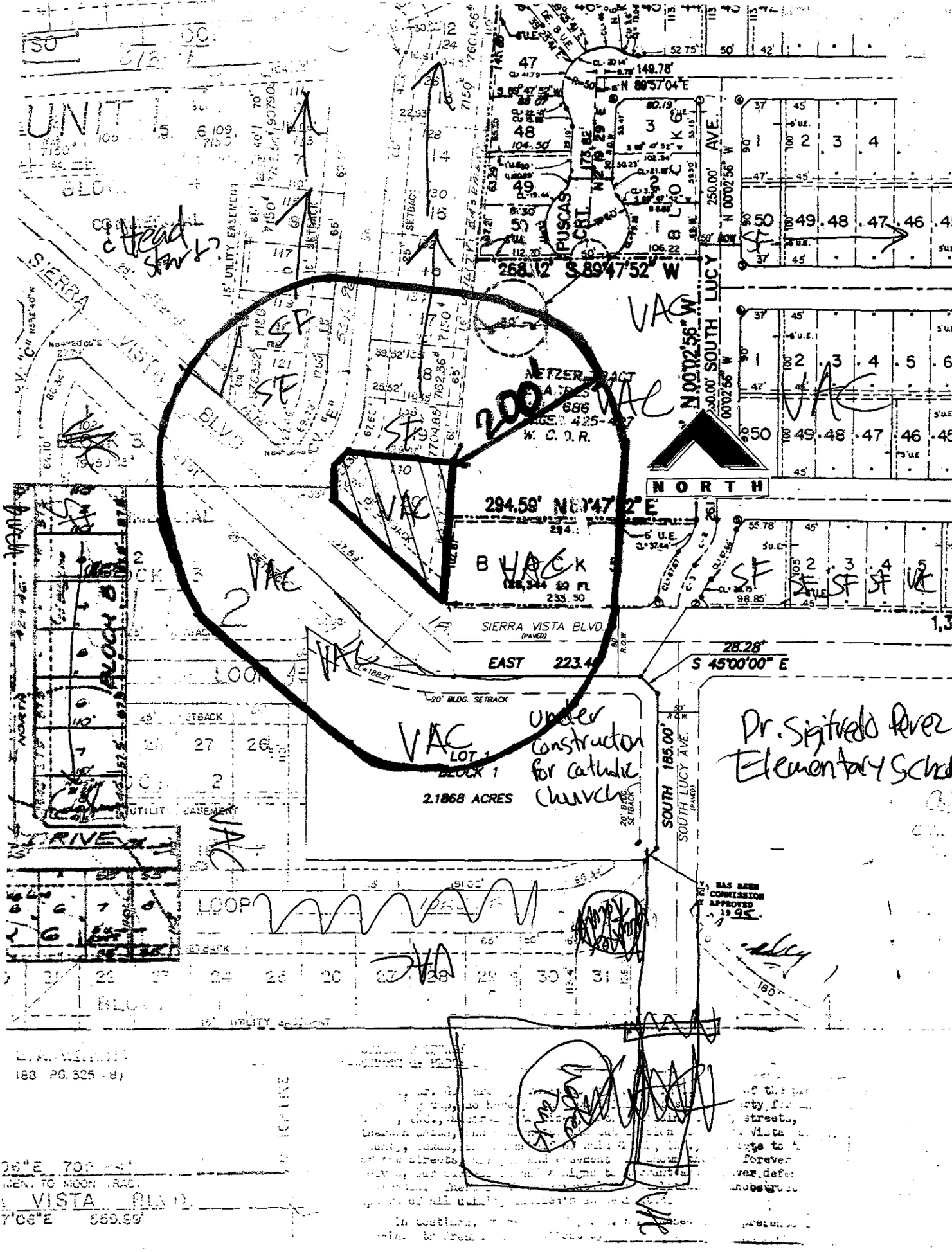
Should you have any questions please call at the number above.

THANK YOU

Paul R. Porras

PAUL R. PORRAS

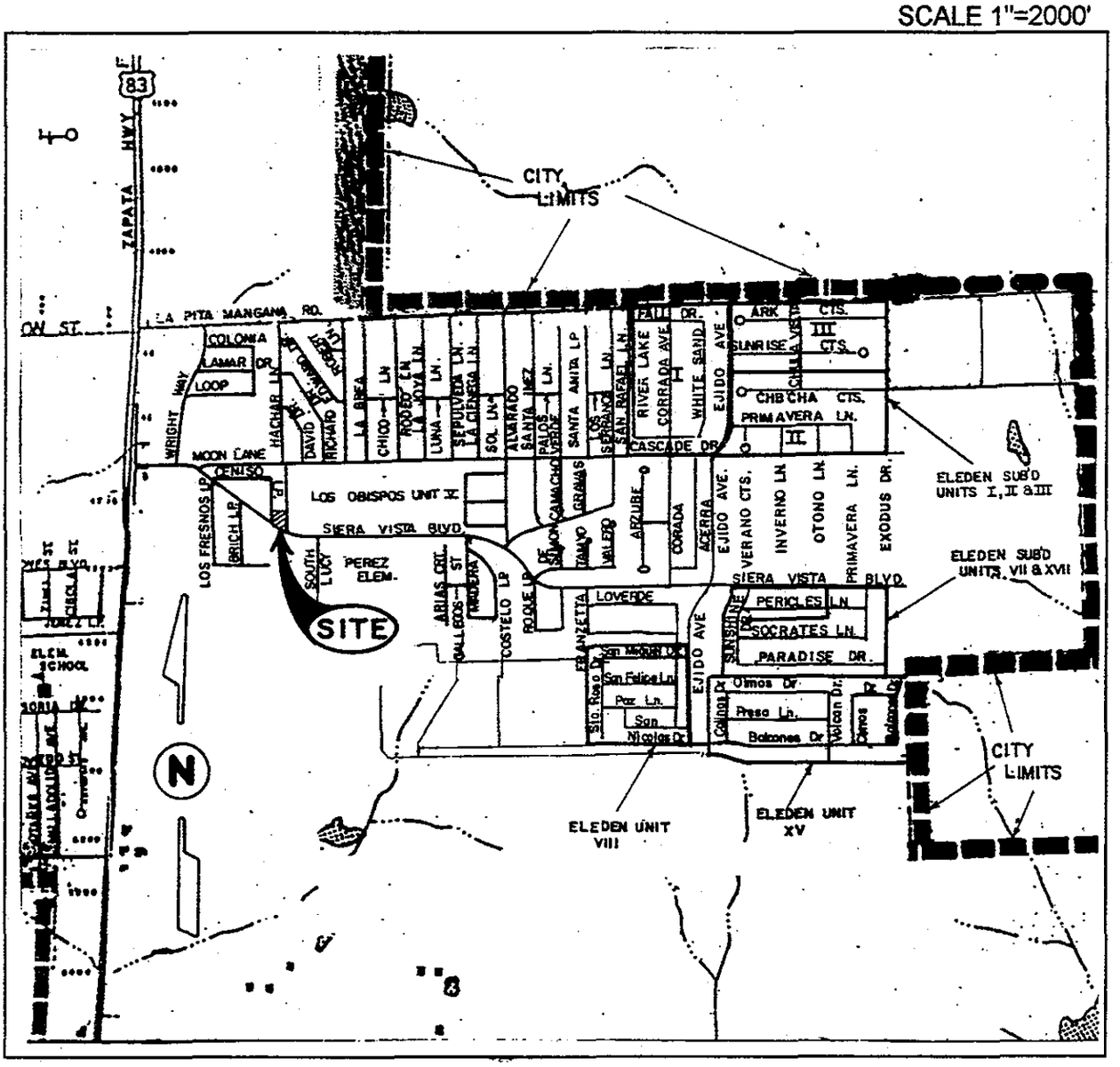

SIERRA VISTA SUB'D UNIT I
VOL. 3, PG. 4A
W.C.P.R.
ST. LIGHT
STOP SIGN
12" S.S. LINE
6" W.LINE
CENISO LOOP
15' U.E.
P.O.B.
19
15' U.E.
25'
C.P.& L. BOX
P.P.
S.W.B. BOX
154.16' S85°02'42"E
1" W. LINE
BLOCK FENCE
C-2
N05°12'40"W
28.98'
20' B.S.
LOT 20
BLOCK 5
15' U.E.
BUILDING SETBACK LINE
127.44' S04°57'18"W
COLONIA LOS OBISPOS UNIT V
VOL. 15, PG. 83
W.C.P.R.
51.39'N48°45'00"W
10' B.S.
C-1
6" S.S. LINE
16" W.LINE
4' SIDEWALK
ST. LIGHT
END SCHOOL ZONE
FIRE HYD.
VIMOSA II, TRACT 1
VOL. 1073, PG. 567-569
W.C.D.R.
SIERRA VISTA BLVD.
(PAVED)
80'
R.O.W.
SIERRA VISTA SUB'D
UNIT IV
VOL. 19, PG. 58
W.C.P.R.


SIERRA VISTA BLVD.
SOUTH LUCY AVE.
PUSCAS CRT.
NORTH
294.59' N 89°47'52" E
268.12' S 89°47'52" W
N 00°02'56" W 250.00'
149.78' N 89°57'04" E
EAST 223.4
28.28'
S 45°00'00" E
SOUTH 185.00'
LOT 1
BLOCK 1
2.1868 ACRES
20' BLDG. SETBACK
Under Construction for catholic Church
Dr. Sigifredo Rivera Elementary School
VAC
SF
200'

SITE PLAN

SIERRA VISTA POLICE STATION PLAT

SCALE 1"=2000'



CITY OF LAREDO

PLANNING DEPARTMENT

LAREDO, TEXAS
1755

January 13, 2000

Dear Property Owner,

This letter is to update you on the disposition of the proposed zone change from R-1 (Single Family Residential District) to B-1 (Limited Business District) on Lot 20, Block 5, Sierra Vista Police Station Plat, located on the north side of Sierra Vista Blvd. and east of Hwy 83. The Planning and Zoning Commission has recommended denial of the proposed zone change and approval of a Conditional Use Permit for a police substation. However, the applicant has exercised the right to appeal directly to the City Council. A public hearing will be held for the proposed zone change at the regularly scheduled City Council meeting on Monday, January 24, 2000, at 5:30 P.M. in Council Chambers, located on the first floor of City Hall, 1110 Houston St.

Should you have any questions, please call or attend the meeting if you wish to make comments on the record.

Sincerely,

Carlos Ordonez

Carlos Ordonez
Planner I

1110 Houston P.O. Box 579 Laredo, Texas 78042-0579 (956) 791-7441 Fax (956) 791-7457

PLANNING & ZONING COMMUNICATION

Date:	SUBJECT: PUBLIC HEARING AND RECOMMENDATION OF AN ORDINANCE
1/6/2000 Item #5	Public hearing concerning an application by Vimosa II, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 20, Block 5, Sierra Vista Police Station Plat, located on the north side of Sierra Vista Blvd. and east of Hwy 83, from R-1 (Single Family Residential District) to B-1 (Limited Business District). ZC-105-99

Initiated by:	Staff source:
Vimosa II, property owner	Keith Selman, Planning Director Cynthia Collazo, Asst. City Manager

Prior action: None

BACKGROUND

Council District: I - Alfredo Agredano

Proposed use: Police substation.

Site: The site is currently vacant land.

Surrounding land uses: North of the site are single family residences. East and south of the site is vacant land. West of the site are single family residences and vacant land.

Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential.

Transportation Plan The Long Range Thoroughfare Plan does not recognize Sierra Vista Blvd.

Letters sent to surrounding property owners: 10 In Favor: 0 Opposed: 0

STAFF COMMENTS

The proposed zone change is appropriate at this location. The Comprehensive Plan recognizes this area as Low Density Residential. The surrounding zoning is R-1. In addition, there are no B-1 zoning trend at this location.

The proposed use is appropriate at this location. The police substation will service the surrounding residential area, Hwy 83, and the residential subdivisions to the east.

P&Z COMMISSION RECOMMENDATION:	STAFF RECOMMENDATION:
The P & Z Commission, in a to vote, recommended of the zone change.	Staff **does not support** the proposed zone change and **supports** a Conditional Use Permit.

IMPACT ANALYSIS ZC-105-99

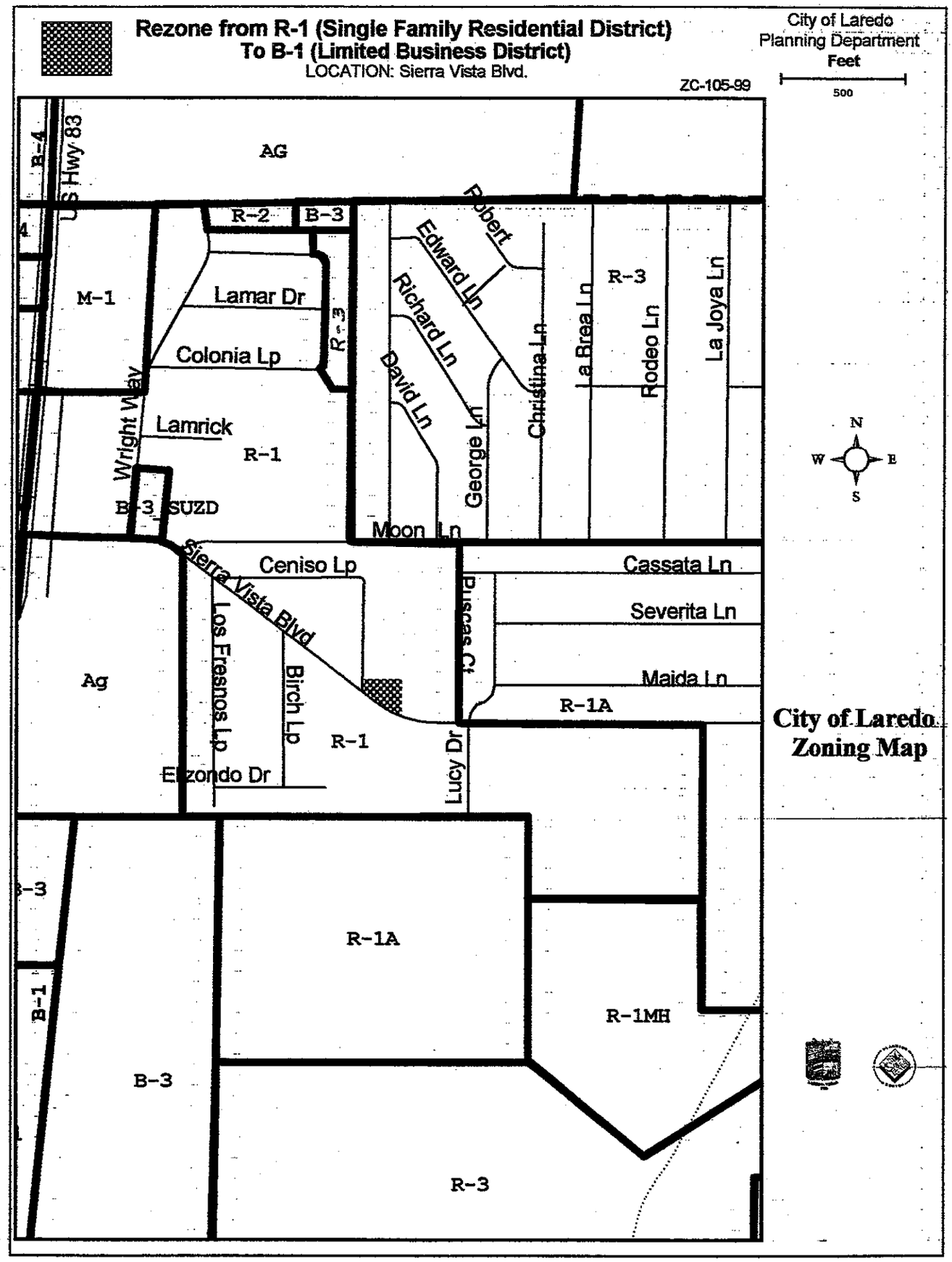
B-1 (Limited Business District): The purpose of the B-1 is to provide for business and commercial development serving a limited geographic area or neighborhood.

Is this change contrary to the established land use pattern?
No, land surrounding this site, along Sierra Vista Blvd., is vacant land. The established land use pattern surrounding this pocket of vacant land is single family residential.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes, there are no adjacent B-1 zoning. The adjacent zoning district is R-1.

Will change adversely influence living conditions in the neighborhood?
No, the proposed use of a police substation will service the surrounding development.

Are there substantial reasons why the property can not be used in accord with existing zoning?
A police substation is not a permitted use in a R-1 zoning district.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Edward Ln
Richard Ln
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Christina Ln
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Rodeo Ln
La Joya Ln
R-3
N
W
E
S
Ceniso Lp
Sierra Vista Blvd
Los Fresnos Lp
Birch Lp
Ag
R-1
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Lucy Dr
Briscas Ct
Cassata Ln
Severita Ln
Maida Ln
R-1A
City of Laredo
Zoning Map
B-3
B-1
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R-3

LOT 20, BLOCK 5
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(16,439.23 Sq. Ft)

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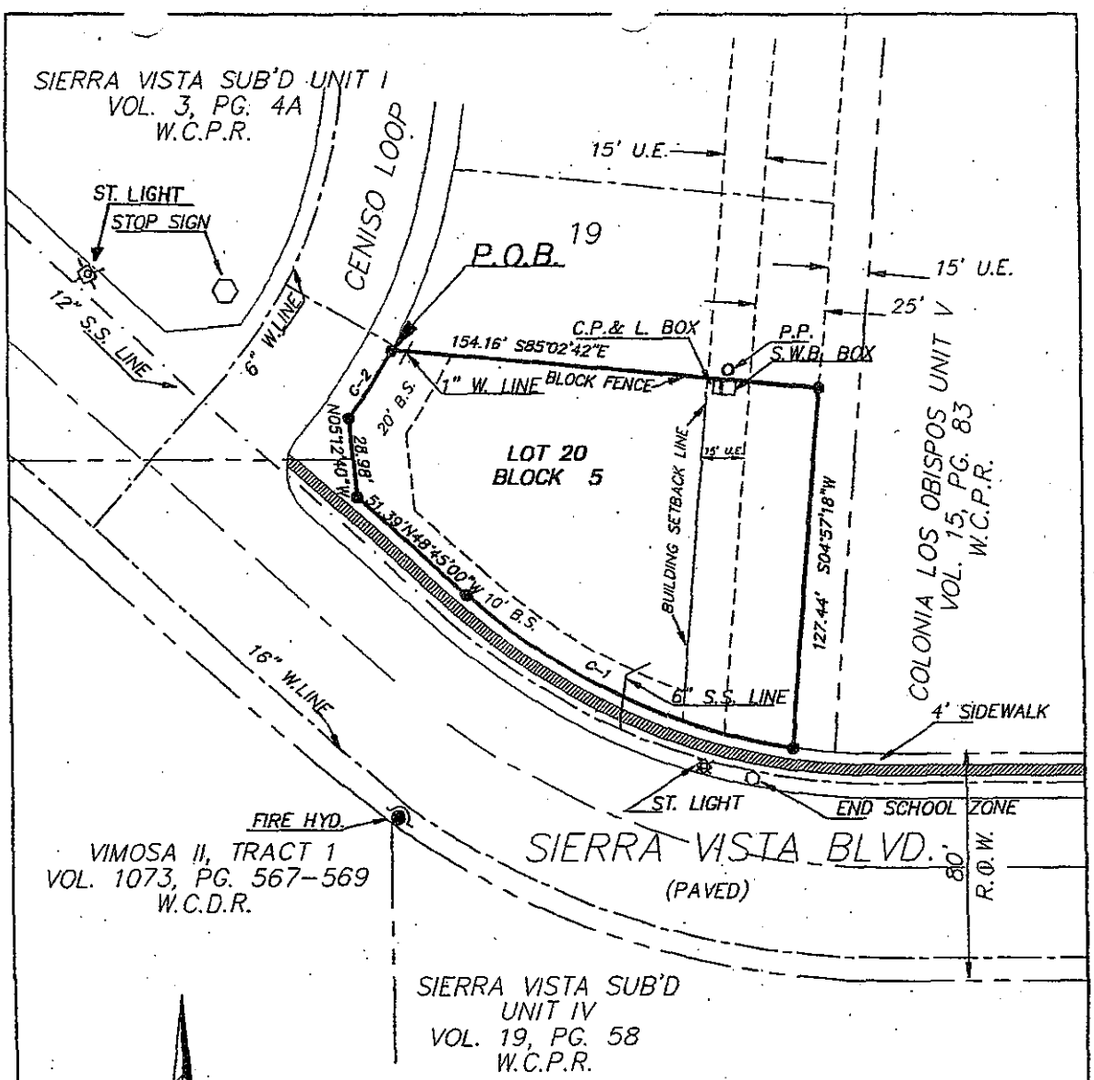
11-23-11

STATE OF TEXAS
CESAREO R. PORRAS
3481
REGISTERED PROFESSIONAL LAND SURVEYOR

Cesareo R. Porras, P.E., P.L.S.



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SCALE 1"=50'
DATE 11-23-99

LEGEND
● SET IRON PIN
O POWER POLE
S.W.B. SOUTH WESTERN BELL
C.P.&L. CENTRAL POWER & LIGHT

IMPROVEMENT SURVEY OF

A 0.3774 AC. TRACT OF LAND
OUT OF MYRLANE RANCH
REC. IN VOL. 2, PG. 235 W.C.P.R.
CITY OF LAREDO, WEBB COUNTY, TEXAS

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THIS 23rd DAY Nov, 1999

STATE OF TEXAS
CESAREO R. PORRAS
3481
PROFESSIONAL LAND SURVEYOR

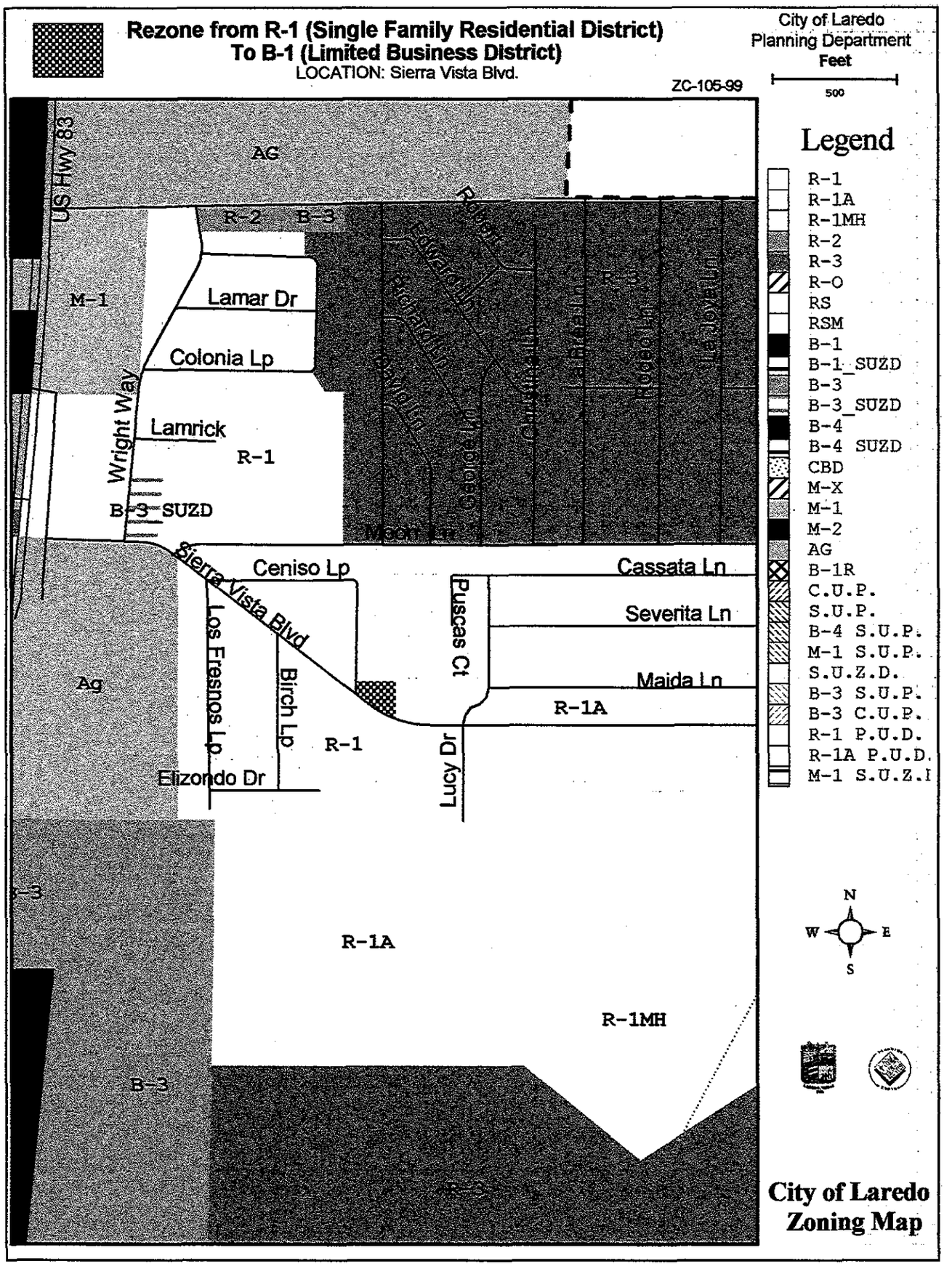
CESAREO R. PORRAS
PROFESSIONAL LAND SURVEYOR #3481

PORRAS ENGINEERING CO.

P.O. BOX 1670
78044

ENGINEERS ~ SURVEYORS
LAREDO, TEXAS

OFF. 724-3097
FAX 724-9208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R-O
RS
RSM
B-1
B-1_SUZD
B-3
B-3_SUZD
B-4
B-4 SUZD
CBD
M-X
M-1
M-2
AG
B-1R
C.U.P.
S.U.P.
B-4 S.U.P.
M-1 S.U.P.
S.U.Z.D.
B-3 S.U.P.
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Pascas Ct
Los Fresnos Lp
Birch Lp
R-1
Elizondo Dr
Lucy Dr
Ag
B-3
R-1A
R-1MH
B-3
N
W
E
S
City of Laredo
Zoning Map

CITY OF LAREDO

PLANNING DEPARTMENT

LAREDO, TEXAS
1755

22 de Diciembre de 1999

Estimado Sr. Propietario:

La ley de Zonificación de la Ciudad de Laredo ordena que, cuando cambio de zona es solicitado para cualquier propiedad; los dueños de propiedades a una distancia de 200 ft. seran notificados y se les ofrece la oportunidad de expresar sus opiniones respecto al cambio de zona.

Una solicitud ha sido recibido para cambio de zona en **Lot 20, Block 5, Sierra Vista Police Station Plat**, localizado en la siguiente dirección: **el lado norte de Sierra Vista Blvd. y este de Hwy 83**.

La propiedad actualmente tiene la zona de **R-1 (Distrito Residencial Unifamiliar)** y se solicita el cambio de zona a **B-1 (Distrito Comercial Limitado)**.

El solicitante menciona que el uso propuesto es: **police station**. Sinembargo cuando el uso ha sido cambiado, la propiedad puede ser usada de cualquier forma que este de acuerdo con la ley de zonificación.

La Comisión de Zonificación celebraró una audiencia pública el jueves, **6 de Enero de 2000**, a las 6:00 p.m. en las Cámaras del Concilio de la Ciudad, en 1110 Houston, Laredo, Texas. La Comisión de Zonificación hará su recomendación al Concilio de la Ciudad en audiencia pùblica, que se celebrará en fecha próxima, para tomar una decisión final sobre esto. Queda usted invitado a asistir a esta audiencia y expresar sus opiniones con respecto a esta solicitud de cambio de uso.

Si desea oponerse o respaldar el cambio de zona propuesto, necesitamos que firme la forma adjunta a este aviso y la envie a la Oficina de Planificación. Su objeción o respaldo será entregado a la Comisión de Planificación y Zonificación y al Concilio de la Ciudad.

Si usted tiene preguntas sobre esto, favor de comunicarse con Carlos Ordonez al telefono (956) 791-7441, o pasar a esta oficina.

---------- ========99}{16602t3b0s10v1PDESPEGUE AQUI----------

ZC-105-99; R-1 to B-1; North side of Sierra Vista Blvd. and east of Hwy 83.

Yo, _____ de _____
Nombre Dirección

me ***opongo*** al _____/ ***respaldo*** _____ el cambio de zona propuesto por las siguientes razones:

_____

_____

_____

(_____) _____ _____
Telefono Firma Fecha

1110 Houston P.O. Box 579 Laredo, Texas 78042-0579 (956) 791-7441 Fax (956) 791-7457

CITY OF LAREDO

PLANNING DEPARTMENT

December 22, 1999

Dear Property Owner:

The zoning ordinance for the City of Laredo requires that when a zone change is requested for any property, owners within 200 feet of that property be notified and offered the opportunity to express their opinions regarding the change of zoning.

A request has been received to change the zone on **Lot 20, Block 5, Sierra Vista Police Station Plat**, located at the following address: **the north side of Sierra Vista Bld. and east of Hwy 83**.

The zone change request is from its current zoning of **R-1 (Single Family Residential District)** to **B-1 (Limited Business District)**.

The applicant has stated the proposed use is: **police station**. However, once the zoning has been changed, the property may be used in any manner consistent with the zoning ordinance.

A public hearing will be held by the Planning and Zoning Commission on Thursday, **January 6, 2000**, at 6:00 p.m. in the City Council Chambers, 1110 Houston, Laredo, Texas. The Commission will give a recommendation to the City Council who will, at a public hearing scheduled at a later date, decide the fate of the application. You are invited to attend this hearing and express your opinions concerning this zone change request.

If you wish to object or support the proposed zone change, it is requested that you sign and detach the form below and send it to the Planning Department Office. Your objection/ support will be conveyed to the Planning and Zoning Commission and the City Council.

If you have any questions, please telephone or come by this office and contact Mr. Carlos Ordonez at (956) 791-7441.

DETACH HERE

ZC-105-99; R-1 to B-1; North side of Sierra Vista Blvd. and east of Hwy 83.

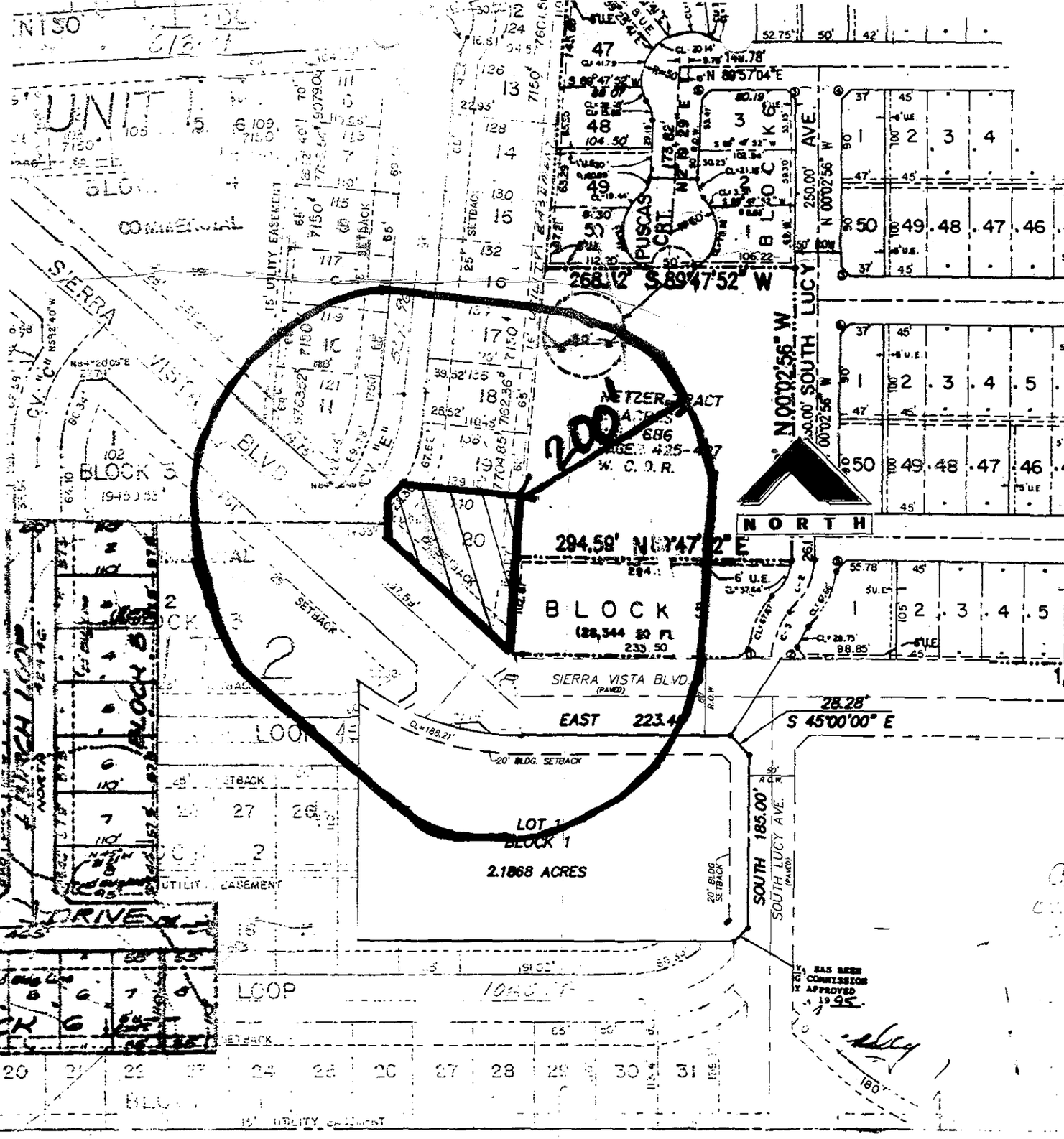
I _____ of _____
Name Address

object to _____/ ***support*** _____ the proposed zone change for the following reasons:

_____
_____
_____
_____

_____ _____ _____
Telephone Signature Date

1110 Houston P.O. Box 579 Laredo, Texas 78042-0579 (956) 791-7441 Fax (956) 791-7457



OL 188 PG. 325 - 81

7'06"E 70

SEMENT TO MOON TRACT

RA VISTA BLVD.

27'06"E 559.99'

In testimony

Sierra Vista BLvd.

- Block 5 Lots. 16-20
  941-00005-160 ✓
  941-00005-190
- Block 5 Lot 20
  OWNER VIMOSA II
  2801 Montgomery 800-14000-157 ✓
  tel (956) 722-8021
- Block 4 Lots. 9-12
  941-00004-090 ✓
  941-00004-120
- Block 1 Lot 1 Sierra Vista Subd. unit IV
  OWNER Max L. Watts president of B.P. Newman Investment
  C.O. Managing partner of Vimosa II
  2801 Montgomery st. 800-14000-157 ✓
  tel (956) 722-8021
- Block 5 colonia Los obispos ✓
  962-70005-010 ✓

- NETZER TRACT (2 Acres)
  V. 686 Pages 425-427
  W.C.D.R.
  1920 Macon ST.
  445-01080-070 ✓

941-00004-090
[illegible] JAMES E [illegible]
GRACE
117 CENISO LOOP
LAREDO, TX 78046

941-00004-100
KINSLOW GEORGE W & MARTA B
119 CENISO LOOP

LAREDO, TX 78046

941-00004-110
KINSLOW GEORGE W & MARTA B
119 CENISO LOOP

LAREDO, TX 78046

941-00004-120
VIMOSA II
PO BOX 2008

LAREDO, TX 78044-2008

941-00005-160
GONZALEZ RENE & WF
RACHEL PAULINE
2116 SANTA CLEOTILDE AVE
LAREDO, TX 78040-3015

941-00005-170
PENECALE GRACIELA
136 CENISO LOOP

LAREDO, TX 78046

941-00005-180
PENECALE GRACIELA
136 CENISO LOOP

LAREDO, TX 78046

941-00005-190
LOPEZ JESUS & WF BEATRIZ
138 CENISO LOOP

LAREDO, TX 78046

800-14000-157
NEWMAN B P INVESTMENT CO
P O BOX 2008

LAREDO, TX 78044-2008

800-14000-157
NEWMAN B P INVESTMENT CO
P O BOX 2008

LAREDO, TX 78044-2008

10

445-01080-070
NETZER VIRGINIA
1920 CHACON ST

LAREDO, TX 78043-4319

962-70005-010
HARECO/VIMOSA
P O BOX 2008

LAREDO, TX 78044-2008

hearing at the address below. Persons can also submit written comments prior to public hearing to:

Housing Authority of the City of Laredo
2000 San Francisco
Laredo, Texas 78040

For further information, please call Abraham Rodriguez, Executive Director at (956) 722-4521.

EQUAL HOUSING OPPORTUNITY

L-076

PUBLIC NOTICE

Written notice is hereby given of a Planning & Zoning Commission Meeting to be held January 6, 2000, at 6:00 P.M. in the City Council Chambers, City Hall, located at 1110 Houston Street. The following will be discussed.

Public hearing and consideration of a proposed amendment to the Zoning Ordinance (Map) to rezone a site from B-3 (Community Business District) to M-1 (Light Manufacturing District) on Lots 3 and 4, block 98, Eastern Division, located at 809 Market St.

a. Public Hearing

Public hearing and consideration of a proposed amendment to the Zoning Ordinance (Map) to rezone a site from R-1 (Single Family Residential District) to B-4 (Highway Commercial District) on 5.6740 acres, located east of Bob Bullock Loop and south of Clark Blvd.

a. Public Hearing

Public hearing and consideration of a proposed amendment to the Zoning Ordinance (Map) to rezone a site from R-1 (Single Family Residential District) to R-1A (Single Family Reduced Area District) on 1.0441 acres, located on the east side of Bob Bullock Loop and south of Hwy 59.

a. Public Hearing

Public hearing and consideration of a proposed amendment to the Zoning Ordinance (Map) to rezone a site from R-1 (Single Family Residential District) to R-0 (Residential/Office District) on 2,000 acres, located east of Bob Bullock Loop and south of Hwy 59.

a. Public Hearing

Public hearing and consideration of a proposed amendment to the Zoning Ordinance (Map) to rezone a site from R-1 (Single Family Residential District) to B-1 (Limited Business District) on Lot 20, block 5, Sierra Vista Police Station Plat, located on the north side of Sierra Vista Blvd. and east of Hwy 83.

a. Public Hearing

Public hearing and consideration of a proposed amendment to the Zoning Ordinance (Map) to rezone a site from R-1 (Single Family Residential District) to R-2 (Multi-Family Residential District) on Lots 4,5, and 6, Block 921, Eastern Division, located at 1717 and 1719 Cortez St.

a. Public Hearing

Public hearing and consideration of a proposed amendment to the Zoning Ordinance (Map) to rezone a site from B-3 (Community Business District) to B-4 (Highway Commercial District) on 4.7714 acres, located at the northwest corner of Springfield Ave. and Calle Del Norte Rd.

a. Public Hearing

Public hearing and consideration of a proposed amendment to the Zoning Ordinance (Map) to rezone a site from B-1 (Limited Business District) to B-3 (Community Business District) on Lot 1, Block 2, San Isidro/McPherson III, located at 9701 McPherson Rd.

a. Public Hearing

Public hearing and consideration of a proposed amendment to the Zoning Ordinance (Map) to rezone a site from R-2 (Multi-Family Residential District) to B-1 (Limited Business District) on Lots 1-A and 1-B, Block 3, G&M Apartment and Townhouse Project, Del Mar Hills, located at the southeast corner of Del mar Blvd. and Village Blvd.

a. Public Hearing

Public hearing and consideration of a proposed amendment to the Zoning Ordinance (Map) to issue a Special Use Permit for above ground fuel tanks on lot 4, Block 1, Laredo International Airport Manufacturing Facilities Phase I, located at 5513 Thomas Ave.

a. Public Hearing

L-148

waive any minor irregularities.

WITNESS MY HAND AND SEAL, THIS 13TH DAY OF DECEMBER, 1999.

GUSTAVO GUEVARA, JR.
CITY SECRETARY

L-152

PUBLIC NOTICE

Notice is hereby given that the County of Webb is accepting bids for Video Cameras and Riding Rotary Mower.

Bids must be submitted **TRIPLICATE** in sealed envelopes to the Office of the Webb County Clerk. Sealed envelopes must be marked **(Sealed Bid) with Bid Number and Service on front lower left-hand corner of envelope.**

Bid. No. 2000-37
"Video Cameras"
Bid No. 2000-38
"All-Purpose Riding Rotary Mower"

Bids will be either hand delivered or mailed to the following locations: Hand delivered or Mailed to:
Webb County Clerk
Webb County Justice Center
1110 Victoria St., Suite 201
Laredo, Texas 78042

Bid must be delivered no later than **2:00 P.M., January 6, 2000,** at which time all bids received will be opened and read to the public. Late bids will not be considered.

Bids must be held by the County of Webb for a period not to exceed thirty (30) days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's qualification prior to the Award of Contract.

If any additional information is required please, contact, the Webb County Purchasing Department, 1110 Victoria, Suite 501, (956) 721-2530, Laredo, Texas 78041

The County of Webb reserves the right to reject any and all Bids or to select the bid that is in the best interest of Webb County.

Eloy Ramirez, Jr.
Purchasing Agent

L-181

PUBLIC NOTICE

Written notice is hereby given of a Planning & Zoning Commission Meeting to be held **January 6, 2000**, at 6:00 P.M. in the City Council Chambers, City Hall, located at 1110 Houston Street. The following will be discussed:

Public hearing and consideration of an ordinance amending provisions of the *Laredo Land Development Code* specifically Section 24.73 pertaining to oil and gas extraction and production specific use zoning overlay district and permit requirements; Section 24.63.2 pertaining to permitted uses; Section 24.77.2 pertaining to dimensional standards supplementary provisions; and amending Appendix "A"; providing for publication and effective date.

a. Public Hearing

Public hearing and consideration of an ordinance amending Section 24.66.22 of the *Laredo Land Development Code* allowing for the creation of a Jarvis Plaza Historic District; amending Appendix "A"; and providing for publication and effective date.

Proposed Jarvis Plaza Historic District, Western Division, includes: Block 3, Lots 9 and 10; block 36, Lots 1,2,9, and Block 10; Block 39, Lots 4,5,6,7,8,9, and 10; Block 40, Lots 1,2,9, and 10; Block 48, Lots 1,2,9, and 10; Block 55, Lots, 6,7,8,9, and 10; All of Blocks 49,59,61,62,70,71,73,127,128,139,140,141, and 142.

L-177

Proposals are to be submitted in a
clearly marked:

Proposal: BUS BENCH ADVERTISIN

FY00-047

Proposals are to be mailed or hand ca

City of Laredo - City Secretary
Guevara, Jr.
City Hall - Third Floor 1110 Houston S
P.O. Box 579
Laredo, Texas 78042-0579

The City of Laredo reserves the right and all proposals, and to waive any m ities.

WITNESS MY HAND AND SEAL, TH OF DECEMBER, 1999

GUSTAVO GUEVARA JR.
CITY SECRETARY

PUBLIC NOTICE

Written notice is hereby given of a Planning & Zoning Commission Meeting to be held **January 6, 2000**, at 6:00 P.M. in the City Council Chambers, City Hall, located at 1110 Houston Street. The following will be discussed:

Public hearing and consideration of a proposed amendment to all sections of the Laredo Land Development Code pertaining to Manufactured Housing. These sections include Section 24.63.3 Non-Conforming Uses or Buildings, Section 24.63 Permitted Uses, Section 24.65.7 R-3 Mixed Residential District, Section 24.65.6 R-1MH Single Family Manufactured Housing District, Section 24.77.1 Dimensional Standards, and Section 24.93.2 Manufactured Housing Park.

a Public Hearing

L-176

Se
Fa
W
Clas
In
Mer

Call 728-2
to Subsc
to your
Local
Newspap
Laredo
Morning

Laredo Morning Times
Dec. 22, 1999

PETITION FOR AMENDMENT TO THE ZONING ORDINANCE MAP

ZC-105-1999

APPLICANT.	VIMOSA II	OWNER	VIMOSA II
ADDRESS	2801 MONTGOMERY		2801 MONTGOMERY
TELEPHONE	(956) 722-8021		(956) 722-8021

ADDRESS OF PROPOSED ZONE CHANGE		SOUTH LAREDO, NORTHEAST CORNER OF SIERRA VISTA BOULEVARD AND CENISO LOOP	
PRESENT LAND USE	RESIDENTIAL	PRESENT ZONING	R-1
PROPOSED LAND USE	POLICE STATION	PROPOSED ZONING	B-1 ✓

THE FOLLOWING DOCUMENTS MUST BE PROVIDED WITH APPLICATION

	DEED RESTRICTIONS (IF APPLICABLE)
X	TAX CERTIFICATE (CITY OF LAREDO, WEBB CO. SCHOOL DISTRICT)
X	COPY OF DEED
X	SITE PLAN

RECEIVED
DEC 03 1999
PLANNING DEPT.

LEGAL DESCRIPTION OF PROPERTY:

LOT	20	TRACT	
BLOCK	5	SURVEY	
SUBDIVISION	SIERRA VISTA POLICE STA. PLAT	ABSTRACT	
NO. OF LOTS	1	NO. OF ACRES	0.3774

* For properties not in a recorded subdivision submit a current survey and complete metes and bounds description by a Texas Registered Public Surveyor.

The undersigned has read the above application and does hereby certify that all information contained therein is true and correct. I further certify that I have been informed of the times and dates that this request will be considered by the Planning and Zoning Commission and the City Council.

Mary L. Watts
Signature of owner(s)

12-3-99
Date

Note: If applicant is different from the owner named on the deed, page two of this application must be completed.

AX CERTIFICATE NO 93303
UNITED INDEPENDENT SCHOOL DISTRICT
3501 E. SAUNDERS
LAREDO, TX. 78041

ACCOUNT NUMBER: 900-90361-032

PROPERTY OWNER:

VIMOSA II
P O BOX 2008
LAREDO, TX 78044-2008

PROPERTY DESCRIPTION:

ABST 473 POR 36 J A DIAZ 13.325 AC
S

ACRES 0.000 MIN% .00000 TYPE

MRS. MARY ANN CATES TAX ASSESSOR-COLLECTOR IN AND FOR UNITED INDEPENDENT SCHOOL DISTRICT,AND THE WEBB CED,AND MIRANDO CITY ISD, AFTER CAREFUL CHECK ON THIS DATE 12/02/1999, ON THE DESCRIBED PROPERTY:

YEAR	ENTITY	BASE TAX	P & I	COLLECTION FEES	TOTAL
1999	UNITED ISD				* ALL PAID *
TOTAL SEQUENCE	0				* ALL PAID *

TOTAL TAX:	* ALL PAID *
UNPAID FEES: *	* NONE *
INTEREST ON FEES:	* NONE *
COMMISSION:	* NONE *
TOTAL DUE -->	* ALL PAID *

CERTIFY THAT ALL TAXES ARE PAID IN FULL PRIOR TO AND INCLUDING THE YEAR 1999 EXCEPT FOR THOSE UNPAID YEARS LISTED ABOVE.
TAXES PAID FOR YEAR 1999 1656.12

(IF APPLICABLE) THE ABOVE DESCRIBED PROPERTY HAS/IS RECEIVING SPECIAL VALUATION BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION. (Section 23.55, State Property Tax Code).

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS DATE OF 12/02/1999

CHECK # 1033
FEE PAID $10.00

MARY ANN CATES,RTA,CSTA,CTA,CTSBS
TAX ASSESSOR & COLLECTOR
WEBB COUNTY TEXAS
BY: Margie Rodriguez

City of Laredo
Tax Assessor-Collector
P.O. Box 329
Laredo TX 78042
PHONE 791-7403
12/02/99

540543
LEGAL DESCRIPTION
ABST 473 POR 36 J A DIAZ
13.325 ACS

Parcel number
900-90361-032
VIMOSA II
P O BOX 2008
LAREDO TX 780442008

** TAX CERTIFICATE **

TAX YEAR	BASE TAX	PEN/INT	SUB-TOTAL	COLL FEES	OTHER	TOTAL DUE
99	655.34		655.34		.00	655.34
TOT DUE	655.34		655.34		.00	655.34

I, Phyllis J. Colon, Tax Assessor-Collector for the City of Laredo, Texas, do hereby certify that the following property owes no delinquent taxes through the year 1999.

(If applicable) The above described property may be receiving special valuation based on its use, and additional rollback taxes may become due based on the provisions of the special valuation.

Certified by

Deputy Check # 1031

TAX CERTIFICATE NO 9281

Web County Tax Assessor, Collector
Patricia A. Barrera
1110 Victoria St. Ste 107
Laredo, Texas 78040
(956) 721-2323

ACCOUNT NUMBER: 900-90361-032

PROPERTY OWNER:

VIMOSA II
PO BOX 2008
LAREDO, TX 78044-2008

PROPERTY DESCRIPTION:

ABST 473 POR 36 J A DIAZ 13.325 AC
S

ACRES 0.000 MIN% .00000 TYPE

Webb County, in and for Webb County, and Laredo Community College.

YEAR	ENTITY	TOTAL
1999	WEBB COUNTY	* ALL PAID
	LAREDO COMMUNITY COLLEGE	* ALL PAID
	ROAD AND BRIDGE	* ALL PAID
TOTAL SEQUENCE	0	* ALL PAID
	TOTAL TAX:	* ALL PAID
	UNPAID FEES:	* NONE
	INTEREST ON FEES:	* NONE
	COMMISSION:	* NONE
	TOTAL DUE ==>	* ALL PAID

ALL TAXES PAID IN FULL PRIOR TO AND INCLUDING THE YEAR 1999 EXCEPT FOR UNPAID YEARS LISTED ABOVE.
TAXES PAID FOR YEAR 1999 684.05

THE ABOVE DESCRIBED PROPERTY MAY BE SUBJECT TO SPECIAL VALUATION BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE.
(SECTION 23.55, STATE PROPERTY TAX CODE.)
PURSUANT TO *31.08 OF THE PROPERTY TAX CODE, THERE IS A FEE ON ALL TAX CERTIFICATES.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS DATE OF 12/02/1999

CHECK #: 1032
Fee Paid: $10.00

Patricia A. Barrera
Tax Assessor-Collector
By: _____

Deputy Collector

IELIZONDO printed on 12/02/1999 @ 12:55:27:86 Page# 1

WARRANTY DEED

STATE OF TEXAS §
COUNTY OF WEBB § KNOW ALL MEN BY THESE PRESENTS:
323337

THAT DIVERSIFIED INVESTORS OF LAREDO, a Texas General Partnership, composed of RICARDO V. GOMEZ, ALBERTO J. MARTINEZ, SIGIFREDO PEREZ, M.D., OSCAR L. ELIZONDO, M.D., B. P. NEWMAN INVESTMENT CO., a Texas Corporation acting by and through its President, B. P. NEWMAN, acting herein by and through a majority of its Partners, of the County of Webb and the State of Texas, for and in consideration of the sum of TEN AND NO/100THS ($10.00) and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto VIMOSA II, a Texas General Partnership composed of RICARDO V. GOMEZ, ALBERTO J. MARTINEZ, SIGIFREDO PEREZ, M.D., OSCAR L. ELIZONDO, M.D., B. P. NEWMAN INVESTMENT CO., a Texas Corporation acting by and through its President, B. P. NEWMAN, LAWRENCE A. MANN, FRANK J. SALDANA, JR., and LA PALOMA APARTMENTS, LTD., a Texas Limited Partnership, whose address is Post Office Box 1611, Laredo, Texas, 78041, all of the following described real property in Webb County, Texas, to-wit:

TRACT I

THE SURFACE ONLY to a tract of land containing 209.119 acres, more or less, out of Porciones 36 and 37, Webb County, Texas, as fully described in Deed dated March 13, 1981 from Lawrence A. Mann, Trustee, as grantor, to Diversified Investors of Laredo, as grantee, of record in Volume 652, pp. 142-144 of the Deed Records of Webb County, Texas, to which Deed and the recording thereof reference is here made for all purposes.

TRACT II

THE SURFACE ONLY to a tract of land containing 1.8506 acres in Porciones 36 and 37 in Webb County, Texas, as fully described in Deed dated March 13, 1981 and recorded in Volume 652, pp. 130 et seq. of the Deed Records of Webb County, Texas, to which Deed and the recording thereof reference is here made for all purposes.

8-22-84 8:30 A.M.
323337
BENITO FLORES
COUNTY CLERK, WEBB COUNTY, TEXAS
BY _____ DEPUTY

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantee, its successors and assigns forever; and grantor hereby binds itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: any and all restrictions, indebtedness and liens securing same, covenants, conditions, reservations and easements, including utility easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are in effect, relating to the hereinabove described property, or any part thereof.

All oil, gas and other minerals underlying above described property are excepted from this conveyance, and it is understood that the grantee acquires no interest therein. This conveyance is also made and accepted subject to any oil, gas and/or mineral leases now in effect, or which may hereafter be granted covering all or any part of above described property.

Above described property was purchased in the name of grantor herein, as grantee, for one or more of the Partners of Vimosa II, a Texas General Partnership, and this conveyance of the property herein described is made as a capital contribution to the said Vimosa II, and grantor hereby adopts, ratifies, and confirms all of the acts which Vimosa II, or B. P. Newman Investment Co., its Managing Partner, or B. P. Newman, its President, may heretofore have done with relation to above described property.

EXECUTED this the 21st day of August, 1984.

DIVERSIFIED INVESTORS OF LAREDO
A Texas General Partnership

BY: Ricardo V. Gomez
RICARDO V. GOMEZ

BY: Alberto J. Martinez
ALBERTO J. MARTINEZ

BY: B. P. NEWMAN INVESTMENT CO.

BY: B. P. Newman
B. P. NEWMAN, President

STATE OF TEXAS §

COUNTY OF WEBB §

THIS instrument was acknowledged before me on this 21st day of August, 1984 by the said RICARDO V. GOMEZ, a Partner of DIVERSIFIED INVESTORS OF LAREDO, a Texas General Partnership.

(L.S.)

NOTARY PUBLIC, STATE OF TEXAS
SUZANNE FERN CARREJO
MY COMMISSION EXPIRES: 7-31-88

STATE OF TEXAS §

COUNTY OF WEBB §

THIS instrument was acknowledged before me on this 21st day of August, 1984 by the said ALBERTO J. MARTINEZ, Partner of DIVERSIFIED INVESTORS OF LAREDO, a Texas General Partnership.

(L.S.)

NOTARY PUBLIC, STATE OF TEXAS
SUZANNE FERN CARREJO
MY COMMISSION EXPIRES: 7-31-88

STATE OF TEXAS §

COUNTY OF WEBB §

THIS instrument was acknowledged before me on this 21st day of August, 1984 by the said B. P. NEWMAN, President of B. P. NEWMAN INVESTMENT CO., a Partner of DIVERSIFIED INVESTORS OF LAREDO, a Texas General Partnership.

(L.S.)

NOTARY PUBLIC, STATE OF TEXAS
SUZANNE FERN CARREJO
MY COMMISSION EXPIRES: 7-31-88

VOL 1073 PAGE 569

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AMENDING ORDINANCE NUMBER 2000-O-026, WHICH AUTHORIZED A CONDITIONAL USE PERMIT FOR A POLICE SUBSTATION LOT 20, BLOCK 5, SIERRA VISTA POLICE STATION PLAT, LOCATED AT 140 CENISO LOOP IN ORDER TO CHANGE THE USE OF THE PROPERTY TO AN ANIMAL CARE SUBSTATION (OFFICE); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a request has been received to amend the executed Ordinance Number 2000-O-026, which authorized a conditional use permit for a Police Substation Lot 20, Block 5, Sierra Vista Police Station Plat, located at 140 Ceniso Loop in order to change the use of the property to an Animal Care Substation (Office); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on September 18, 2025; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the issuance of the Conditional Use Permit Amendment; and,

WHEREAS, notice of the Conditional Use Permit Amendment request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on October 20, 2025, on the request and finds the Conditional Use Permit Amendment appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by amending Ordinance Number 2000-O-026, which authorized a conditional use permit for a Police Substation Lot 20, Block 5, Sierra Vista Police Station Plat, located at 140 Ceniso Loop in order to change the use of the property to an Animal Care Substation (Office).

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

1. The primary use shall serve as an Animal Care Substation Office.
2. The Conditional Use Permit is restricted to Exhibit A, which is made part hereof for all purposes.
3. The kennel structure shall consist of a single large enclosure, as shown in the attached Exhibit A.
4. The kennel structure shall consist of a combination of indoor and outdoor enclosures. One (1) indoor enclosure and one (1) outdoor enclosure shall be considered as one (1) kennel.
5. The use of each kennel shall be limited to one (1) animal at a time, with a maximum of four (4) kennels permitted in total. An exception shall apply in the case of a mother with her litter, which will be considered as one (1) animal.
6. Animal confinement shall be restricted to the indoor enclosure. There shall be no more than four (4) animals on site, with the exception of a mother with their litter, which will be considered as one (1) animal.
    - As per Article III – Small Animals and Fowl, Section 6-42. (5) states, "It is unlawful for a person to keep five (5) or more small animals or fowl, in any combination thereof, or any number of male chickens, within one hundred (100) feet of any residence, structure or building used for human habitation or any other lawful activity, other than the person's habitation or business premises."
7. Kennels shall be sized and spaced appropriately to allow the animal to stand, turn around, and lie down in a natural position.
8. The proposed use shall not house animals overnight. Long-term boarding or sheltering shall be prohibited on site.
9. The outdoor enclosure of the kennel shall be used for animal relief accommodations purposes only. Outdoor confinement shall be prohibited.
10. The kennel structure location shall not abut the residential property to the north.
11. The operating characteristics of the use shall not create a nuisance and the impacts of the use on surrounding properties shall be minimized with respect to noise, odors, and any other similar conditions.
12. The property shall remain staffed and monitored during operational hours to ensure proper animal care and safety, only if there are animals on premise.
13. Waste removal and soiled bedding shall be disposed of promptly and properly to control odor and diseases.
14. There shall be adequate ventilation systems on site.
15. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
16. Landscaping shall be provided and maintained for the complete duration in accordance with the City of Laredo Land Development Code.

17. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
18. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
19. Signage shall be consistent with the City's Sign Ordinance.
20. On-site parking shall be provided in accordance with the City of Laredo Land Development Code.
21. The proposed use shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to the CUP business holder.
22. The proposed use shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
23. The proposed use shall undergo an annual Fire Inspection.
24. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.
25. Owner shall comply with Building, Health, Safety, Fire, Environmental, and all applicable codes and regulations as required.
26. The use authorized by the conditional use permit is required to abide by all relevant municipal codes.

Section 3: This ordinance shall be published in a manner provided by Section 2.09(D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled “Revocation”.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY
APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City Council Agenda Item ZC-077-2025

(Conditional Use Permit Amendment to allow an **Animal Care Substation Office** at 140 Ceniso Loop)

---

1. Level of Alignment

☑ **Moderate** – The proposed amendment indirectly supports comprehensive plan policies related to **adaptive reuse, neighborhood services, and orderly development**, but it also introduces potential conflicts with residential compatibility and land use intent. The **Future Land Use Map** designates the area as **Low Density Residential**. While the proposed office use can be conditioned to minimize impacts, it is not a land use envisioned in this designation.

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2. Supporting Goal(s)/Policy(ies)

- **Policy 1.2.1 (Land Use Patterns)** – *"Maintain the integrity of existing residential neighborhoods by preventing encroachment of incompatible land uses."*
  Viva Laredo City of Laredo Comprehensive Plan, p. 1.27.
  Relevance: The proposal abuts residential uses on all sides. Strict conditions (e.g., limiting outdoor kennels, restricting overnight stays, requiring screening) are needed to mitigate compatibility concerns and preserve neighborhood integrity.
- **Policy 5.1.3 (Housing)** – *"Encourage adaptive reuse of existing vacant buildings to strengthen neighborhoods and provide opportunities for compatible uses."*
  Viva Laredo City of Laredo Comprehensive Plan, p. 5.31.
  Relevance: The project repurposes a vacant police substation into an office use, consistent with encouraging reuse of existing structures rather than leaving them vacant or underutilized.
- **Policy 7.2.1 (Health)** – *"Promote community health and well-being through facilities and services that improve safety and living conditions."*
  Viva Laredo City of Laredo Comprehensive Plan, p. 7.22.
  Relevance: An animal care substation can support broader public health by improving animal control and care services, indirectly enhancing neighborhood safety.

---

3. Summary of Alignment

The proposed **Animal Care Substation Office** partially supports Viva Laredo goals by reusing a vacant building, providing a city service in proximity to neighborhoods, and contributing to public health initiatives. However, the location within a **Low Density Residential** designation creates tension with policies designed to preserve neighborhood character.

Alignment is best categorized as **Moderate**: supportive of adaptive reuse and health goals, but requiring stringent conditions to prevent incompatibility with surrounding residential uses. The use is acceptable only under a **Conditional Use Permit** with restrictions that safeguard residents from noise, odors, and nuisances.

Intersections with broader planning themes:

- **Public Health** – Advances animal care services and community safety.
- **Equity** – Provides decentralized services closer to residential communities.
- **Sustainability** – Supports adaptive reuse of existing infrastructure.
- **Compatibility** – Requires ongoing monitoring to avoid undermining residential quality of life.

City of Laredo

City Council

Meeting Date: 10/20/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 5.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 10.8 acres, as further described by metes and bounds in attached Exhibit A, located south of Tesis Drive and west of Colegio Lane, from AG (Agricultural District) to R-1B (Single-Family High Density District).

The Planning and Zoning Commission recommended approval of the proposed zone change and staff supports the application.

ZC-072-2025
District II

Council District: District 2 **Zone Case:** ZC-072-2025

Letters sent to property owners: 64

In Favor (within 200 radius): 0
Opposed (within 200 radius): 1

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning and Zoning Commission in a 7 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-072-2025 – Comprehensive Plan Alignment

Location: South of Tesis Drive and west of Colegio Lane
Proposed Action: Rezone approximately 10.8 acres from AG (Agricultural District) to R-1B (Single-Family High Density District)

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1. Level of Alignment

☐ Strong
☑ **Moderate** – Indirectly supports or contributes to the intent of a verbatim goal or policy.
☐ Weak/None

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2. Supporting Goal(s)/Policy(ies)

Policy 3.2.1

"Encourage infill development on vacant and underutilized sites within the existing urban area."
— Page 3.15, *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The subject property is currently vacant and is adjacent to existing single-family high-density developments. This rezoning would promote infill development in an area already served by local streets (Tesis Drive and Colegio Lane) and urban infrastructure.

Goal 9.1

"Promote a well-balanced land use pattern that supports a sustainable mix of uses."
— Page 9.33, *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
Introducing additional high-density single-family housing in proximity to similar residential uses supports a land use mix that is compatible and sustainable. This policy supports adding housing variety in appropriate urban settings.

Policy 2.2.2

"Encourage a variety of housing types, densities, and price ranges to meet the needs of all segments of the community."
— Page 2.17, *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The R-1B zoning classification allows for higher-density single-family residential lots (minimum 3,000 square feet), which contributes to the city's housing supply and supports a range of residential options that can be more affordable or accessible.

---

3. Summary of Alignment

The proposed rezoning from AG to R-1B for 10.8 acres in District II reflects a **Moderate** alignment with the *Viva Laredo Comprehensive Plan*. While the site is currently designated as **Agricultural Rural** on the Future Land Use Map, the surrounding context includes **existing high-density residential developments**, making the proposed zone change consistent with the built environment and land use trends in the area.

The request promotes **infill residential development** on vacant land, supports **housing diversity**, and aligns with the broader intent of creating **balanced, sustainable neighborhoods**. These characteristics fulfill the spirit of several goals and policies related to infill growth, land use compatibility, and housing accessibility. However, since the request does not conform to the Future Land Use Map designation and does not fulfill a verbatim policy calling for R-1B zoning in this location, the alignment is not considered **Strong**.

Relevant planning themes include **housing equity**, **sustainability**, **land use compatibility**, and **urban infill development**.

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4. Additional Requirements

All quoted material is taken verbatim from the *Viva Laredo City of Laredo Comprehensive Plan*. The zone change is reasonably consistent with policy intent but not with the designated land use on the Future Land Use Map. Therefore, the proposal is assessed to have a **Moderate** level of alignment.

City Council-Regular Meeting

Date: 10/20/2025
Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: HAPO Holdings, LLC, Owner; Porras Nance Engineering, Applicant/Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 10.8 acres, as further described by metes and bounds in attached Exhibit A, located south of Tesis Drive and west of Colegio Lane, from AG (Agricultural District) to R-1B (Single-Family High Density District).

The Planning and Zoning Commission recommended **approval** of the proposed zone change and staff **supports** the application.

ZC-072-2025
District II

PREVIOUS COUNCIL ACTION
None.

BACKGROUND

Council District: II – Cm. Ricardo "Richie" Rangel, Jr.

Proposed use: The proposed use is residential (single-family high density residential use).

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is Conseijero Lane, Estudiantes Drive, Cuenca Drive, Wilfrano Drive, single-family residential uses, and vacant undeveloped land. To the east of the site is Facultad Boulevard, Tutor Drive, single-family residential uses, vacant undeveloped land, and US Highway 83. To the south of the site is predominantly vacant undeveloped land. To the west of the site is vacant undeveloped land and the Rio Grande River.

Comprehensive Plan: The Future Land Use Map recognizes this area as Agricultural Rural.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Tesis Drive and Colegio Lane as Local Streets.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 64 **In Favor:** 0 **Opposed:** 1

COMMITTEE RECOMMENDATION
The Planning and Zoning Commission in a 7 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change for the following reasons:

1. The proposed zone change is appropriate at this location since the property abuts R-1B zoning to the north and east of the site.

2. The proposed use complements and is in character with the surrounding uses. The site is primarily surrounded by single-family residential uses to the north and east.

3. The proposed zone change meets the Laredo Land Development Code, Section 24.65.9, R-1B Single-Family High-Density District requirement, stating R-1B zoning districts shall be for new subdivision developments.

4. Although, the proposed zone change is not in conformance with the Comprehensive Plan's designation as Agricultural Rural, the proposed use is not anticipated to have a negative impact in the surrounding area due to the similar uses surrounding the site.

General Comments:

1. The approval of the zone change does not guarantee the issuance of the building permit, certificate of occupancy, or any other permit which may be required.

2. Any use allowed under the current zone or proposed zone change is required to abide by all relevant municipal codes.

IMPACT ANALYSIS

R-1B. The purpose of the R-1B (Single Family High Density District) is to provide for residential uses and those public uses normally considered an integral part of the residential neighborhood they serve. In addition, this district provides for the subdivision of single family residential lots with a minimum of 3,000 square feet.

Is this change contrary to the established land use pattern?
No. The proposed site abuts a large area of single-family high-density residential uses to the north and east.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The proposed zone will not create an isolated zoning district. There are R-1B zoning districts within the immediate vicinity of the proposed site.

Will change adversely influence living conditions in the neighborhood?
No. The proposed zone change is not anticipated to have a negative impact with the surrounding area or neighborhoods.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing zone does not allow for single family high density residential uses intended by the applicant.

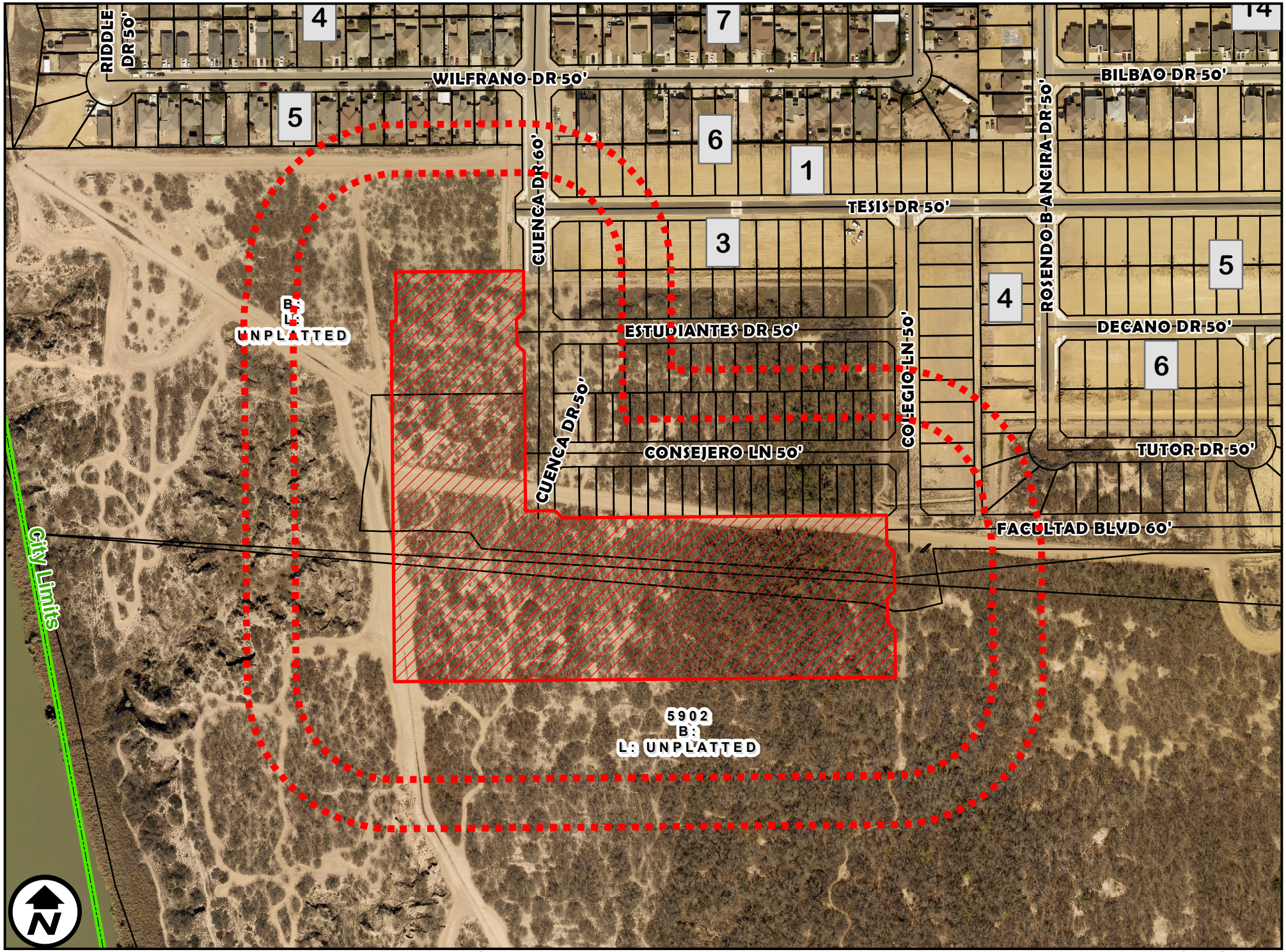
Attachments:

Comp Plan Alignment

Maps

Zone Change Signage

Draft Ordinance

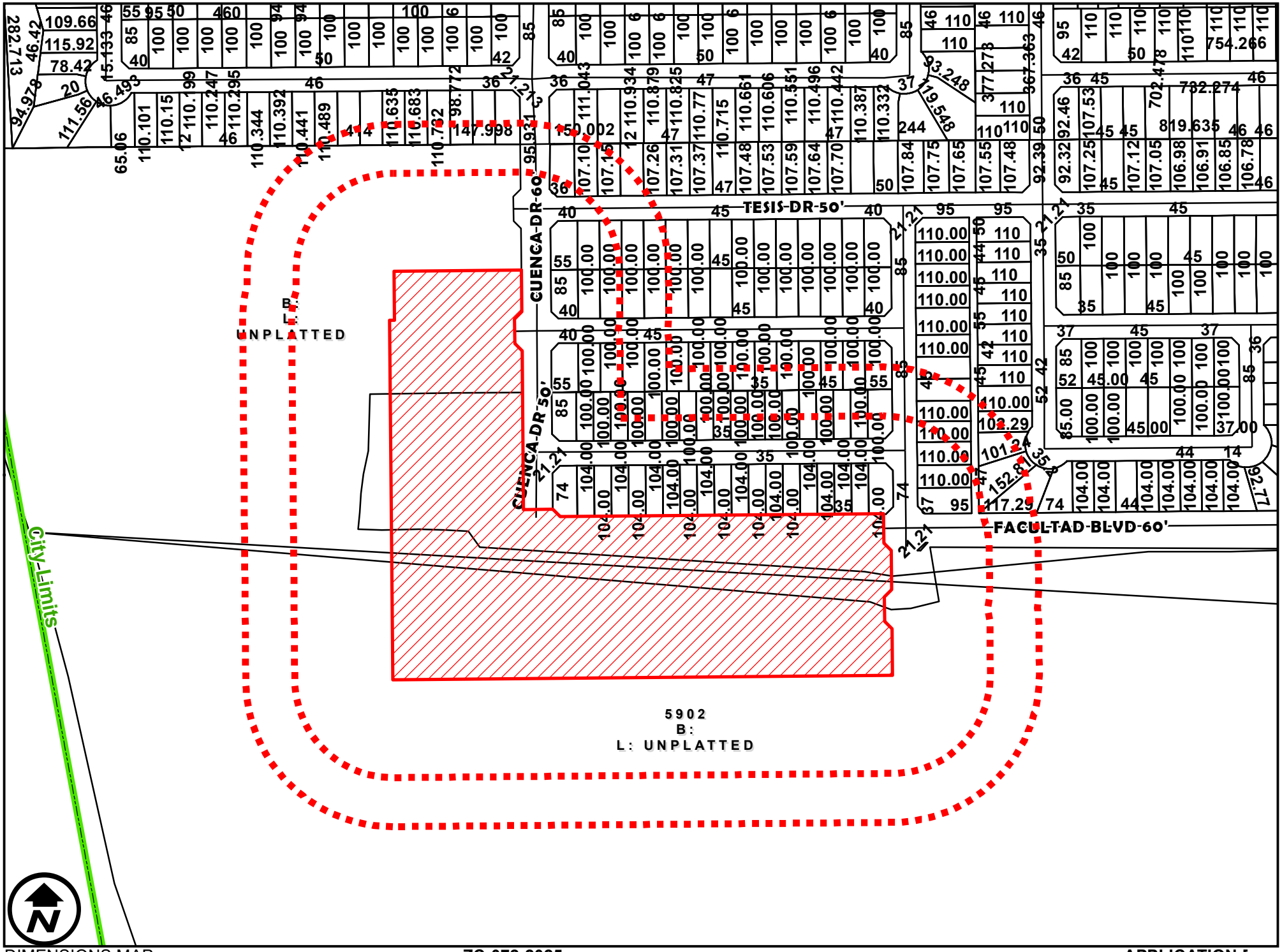


AERIAL MAP

1 inch = 250 feet

ZC-072-2025
COUNCIL DISTRICT 2
SOUTH OF TESIS DRIVE AND WEST OF COLEGIO LANE

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)

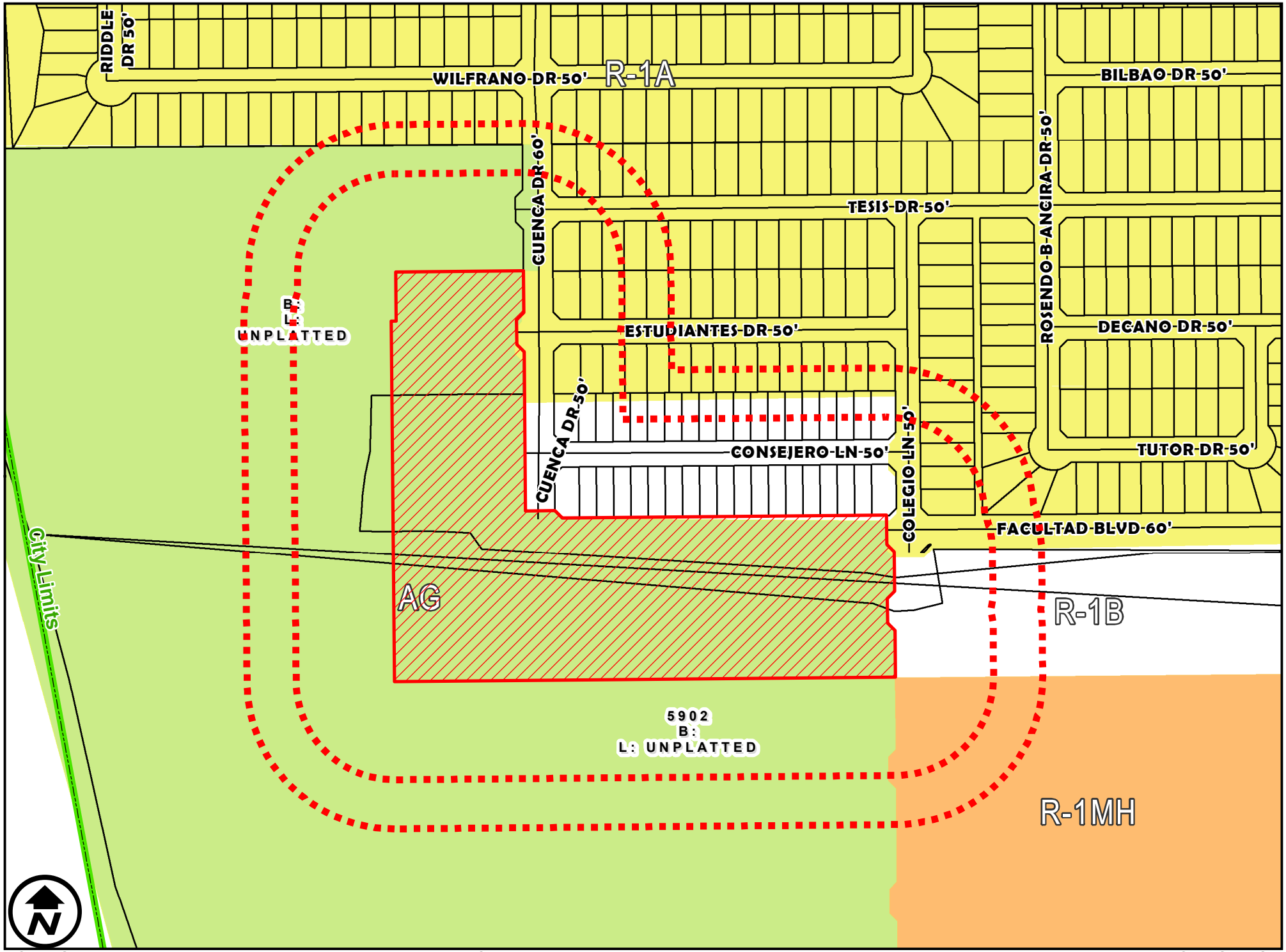


DIMENSIONS MAP

1 inch = 250 feet

ZC-072-2025
COUNCIL DISTRICT 2
SOUTH OF TESIS DRIVE AND WEST OF COLEGIO LANE

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)

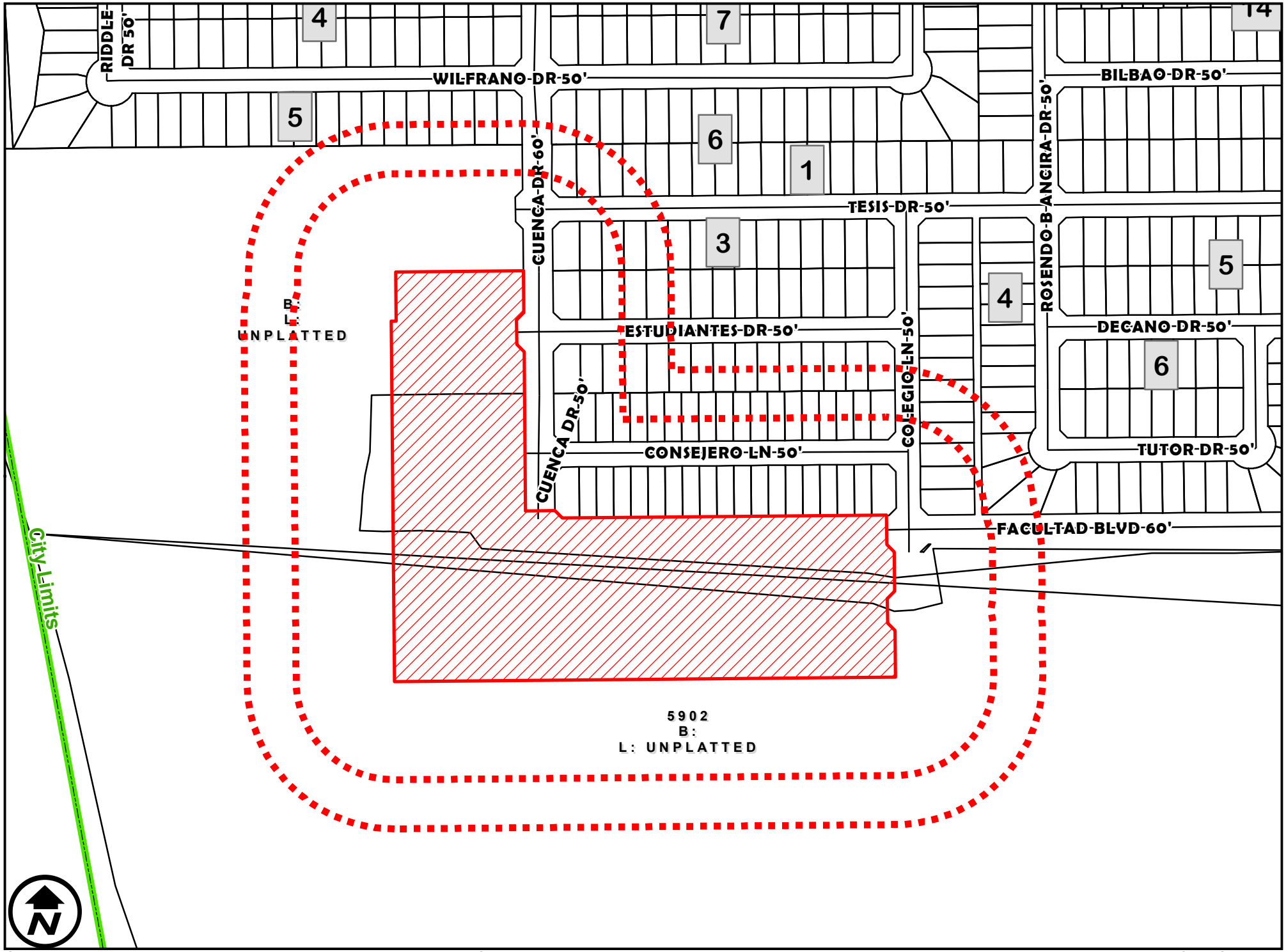


ZONING MAP

1 inch = 250 feet

ZC-072-2025
COUNCIL DISTRICT 2
SOUTH OF TESIS DRIVE AND WEST OF COLEGIO LANE

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)

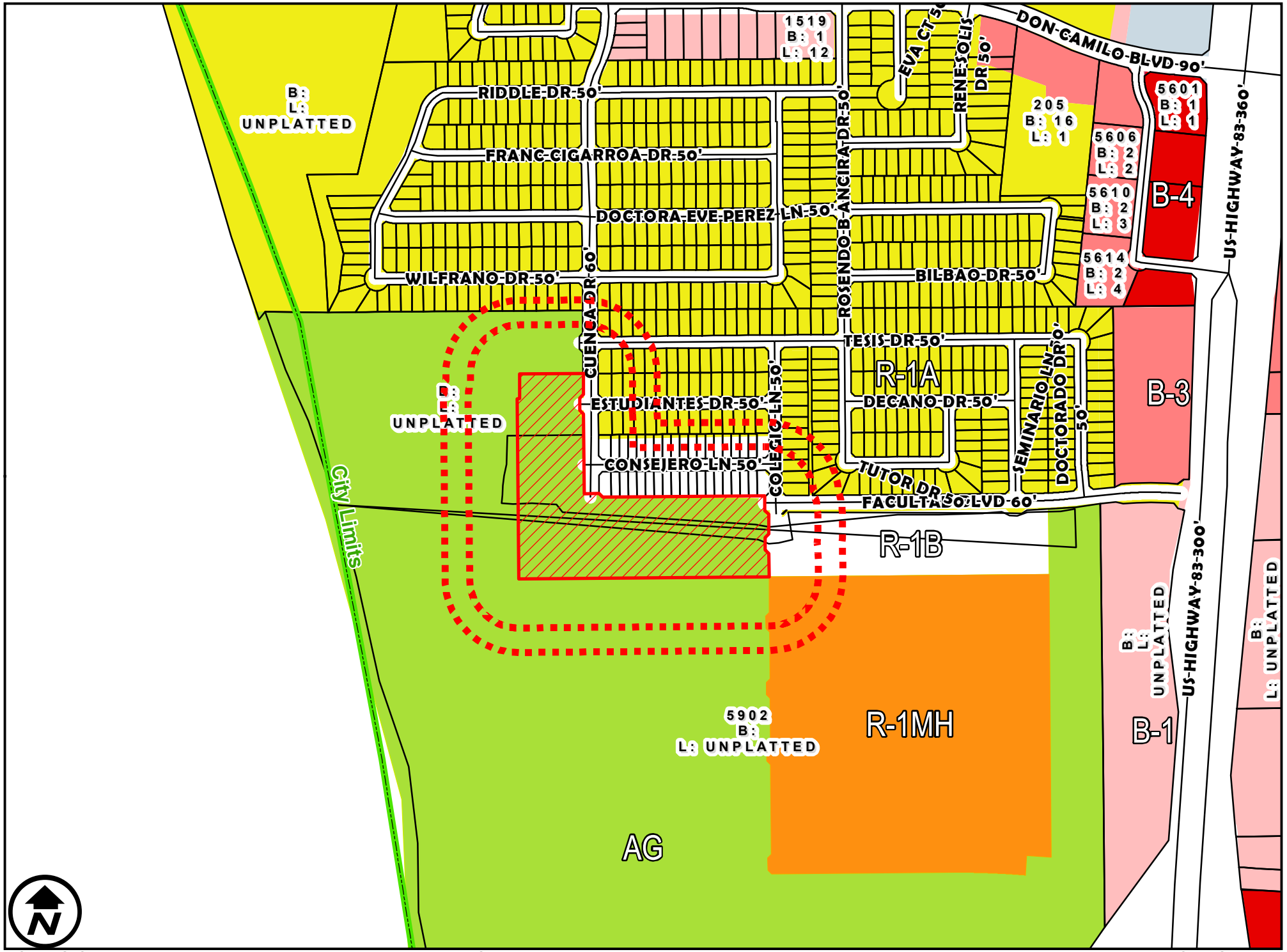


SURVEY MAP

1 inch = 250 feet

ZC-072-2025
COUNCIL DISTRICT 2
SOUTH OF TESIS DRIVE AND WEST OF COLEGIO LANE

APPLICATION F
AG (AGRICULTURAL DISTRICT) TO
R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)

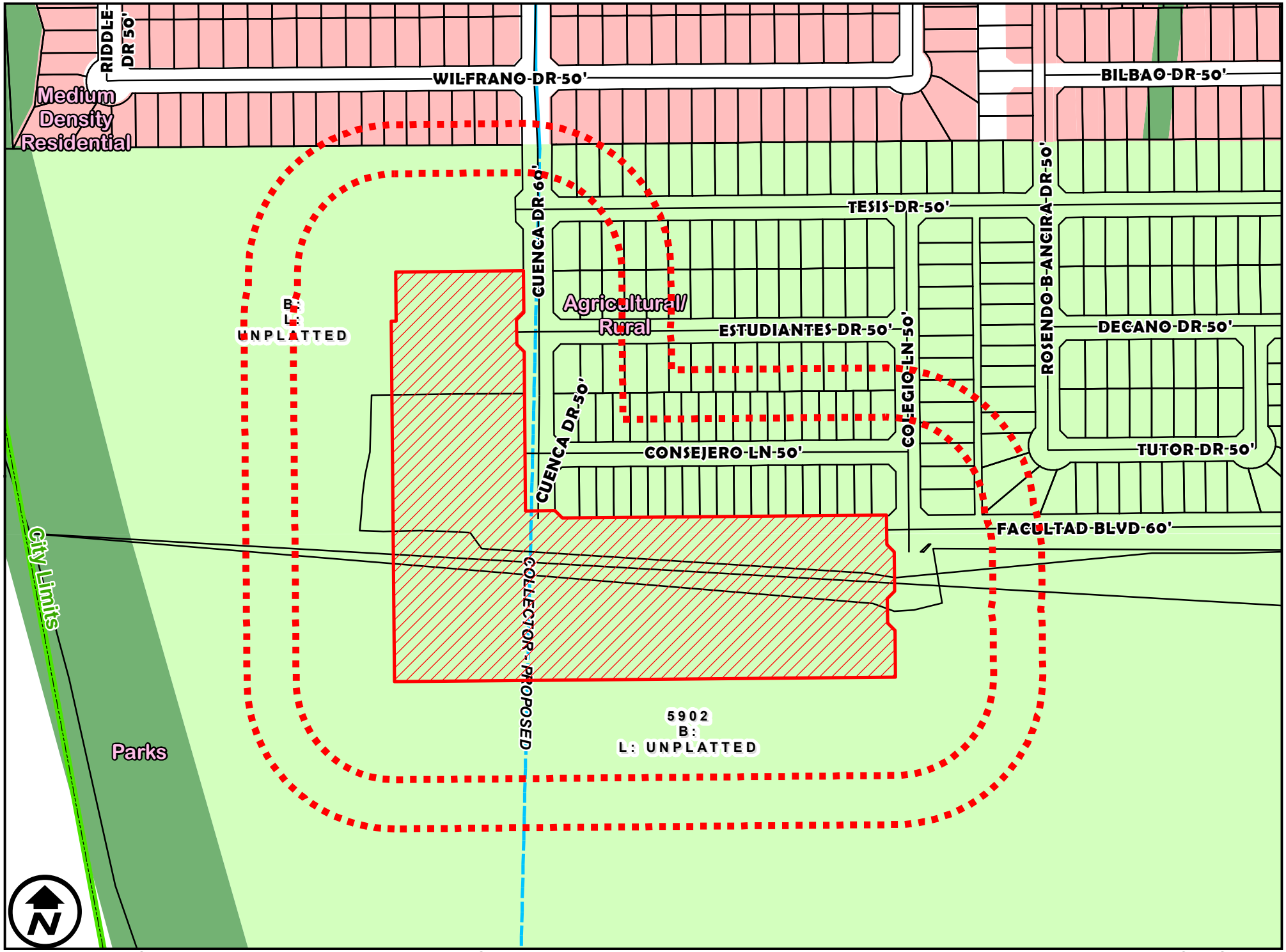


ZONING OVERVIEW

1 inch = 500 feet

ZC-072-2025
COUNCIL DISTRICT 2
SOUTH OF TESIS DRIVE AND WEST OF COLEGIO LANE

APPLICATION F
AG (AGRICULTURAL DISTRICT) TO
R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)

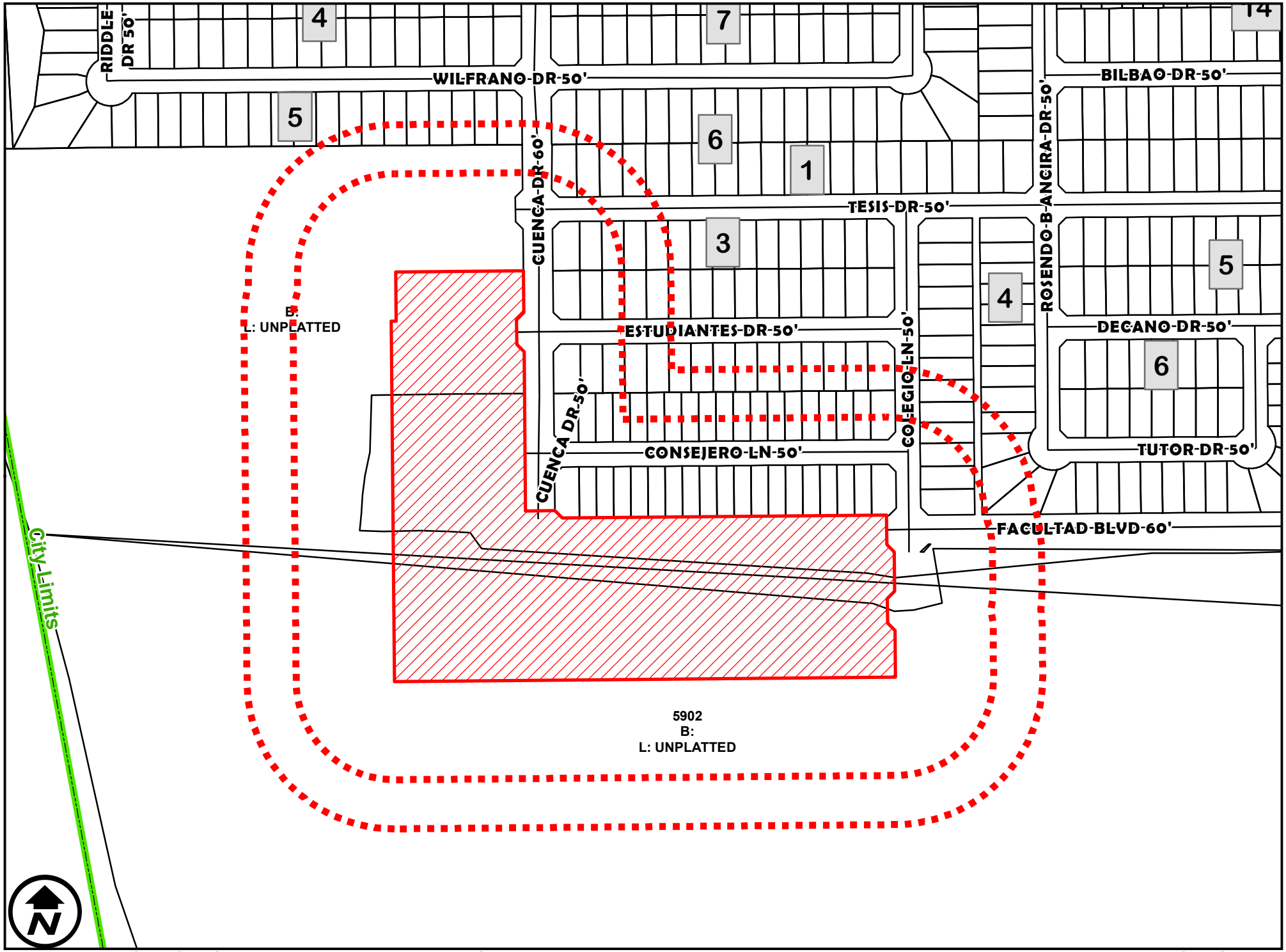


FUTURE LANDUSE

1 inch = 250 feet

ZC-072-2025
COUNCIL DISTRICT 2
SOUTH OF TESIS DRIVE AND WEST OF COLEGIO LANE

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)

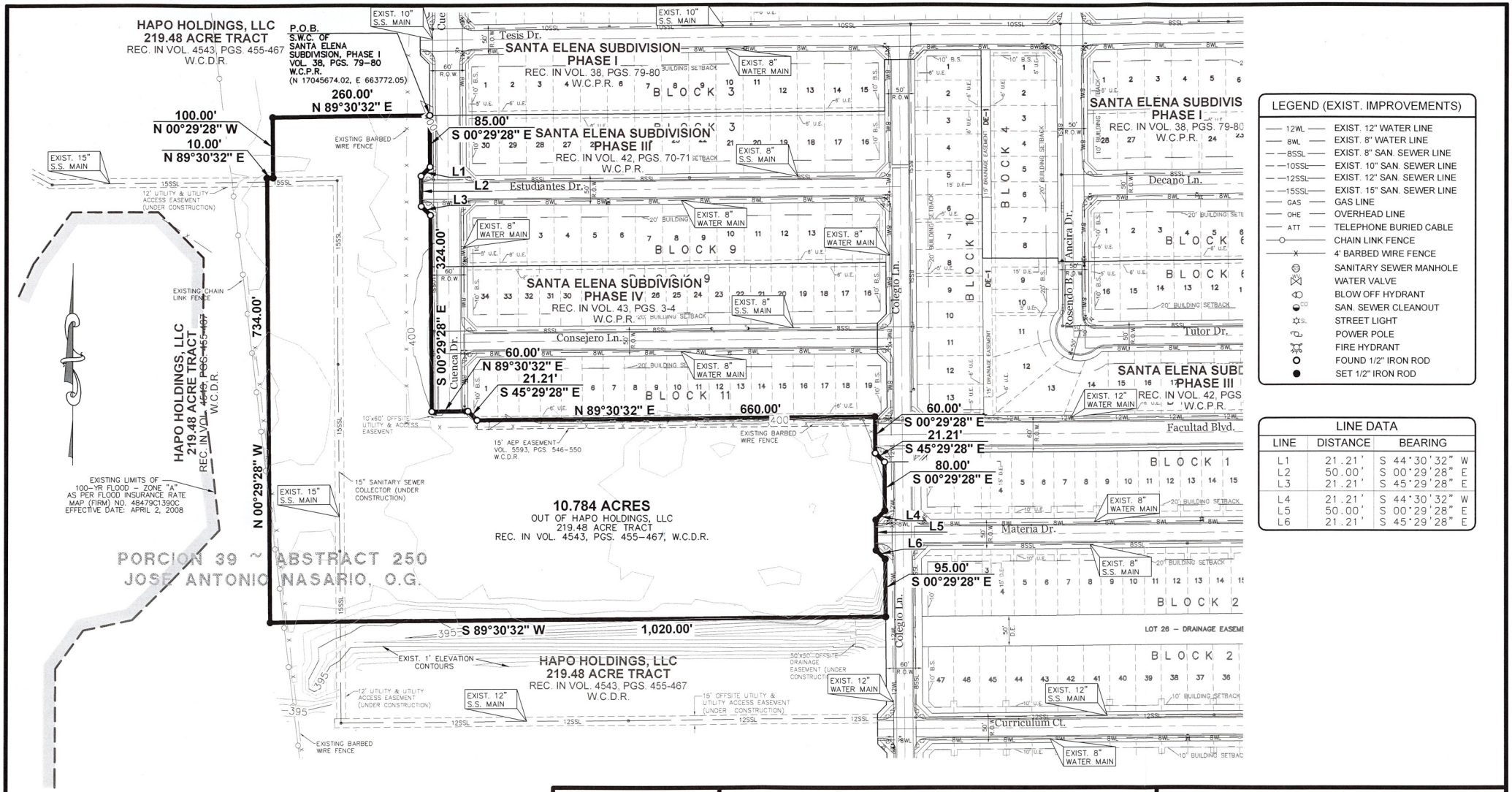


200' AND 300' NOTIFICATION

1 inch = 250 feet

ZC-072-2025
COUNCIL DISTRICT 2
SOUTH OF TESIS DRIVE AND WEST OF COLEGIO LANE

APPLICATION F
AG (AGRICULTURAL DISTRICT) TO
R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)



LEGEND (EXIST. IMPROVEMENTS)	
12WL	EXIST. 12" WATER LINE
8WL	EXIST. 8" WATER LINE
8SSL	EXIST. 8" SAN. SEWER LINE
10SSL	EXIST. 10" SAN. SEWER LINE
12SSL	EXIST. 12" SAN. SEWER LINE
15SSL	EXIST. 15" SAN. SEWER LINE
GAS	GAS LINE
OHE	OVERHEAD LINE
ATT	TELEPHONE BURIED CABLE
	CHAIN LINK FENCE
	4' BARBED WIRE FENCE
	SANITARY SEWER MANHOLE
	WATER VALVE
	BLOW OFF HYDRANT
CO	SAN. SEWER CLEANOUT
SL	STREET LIGHT
	POWER POLE
	FIRE HYDRANT
	FOUND 1/2" IRON ROD
	SET 1/2" IRON ROD

LINE DATA		
LINE	DISTANCE	BEARING
L1	21.21'	S 44°30'32" W
L2	50.00'	S 00°29'28" E
L3	21.21'	S 45°29'28" E
L4	21.21'	S 44°30'32" W
L5	50.00'	S 00°29'28" E
L6	21.21'	S 45°29'28" E

GRAPHIC SCALE IN FEET
75 0 75 150

SURVEY DATE	: 08-15-25
SCALE	: 1"=150'
REVISION	:
DRAWN	: R.B.
CHECKED	: W.N.
APPROVED	: W.N.

NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
2. THIS PROPERTY IS LOCATED IN ZONE "X" AREA WHICH IS NOT WITHIN THE 100-YR FLOOD PLAIN ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 48479C1390C, DATED: APRIL 2, 2008.
3. BASIS OF BEARINGS & DISTANCES: GPS NAD 83 (2011 ADJ.), TEXAS STATE PLANE, 4205 SOUTH ZONE.
4. EXISTING UNDERGROUND WATER, SANITARY SEWER AND STORM SEWER MAINS SHOWN ON THIS PLAN WERE BASED ON AVAILABLE "AS BUILT" PLANS.

STATE OF TEXAS
REGISTERED
WAYNE NANCE
6235
PROFESSIONAL
LAND SURVEYOR

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THIS 18th DAY OF August, 2025

WAYNE NANCE, R.P.L.S.
TEXAS REG. NO. 6235

SURVEY OF A

10.784 ACRE TRACT
OUT OF HAPO HOLDINGS, LLC - 219.48 ACRE TRACT
AS RECORDED IN VOLUME 4543, PAGES 455-467
W.C.D.R.
PORCION 39 ~ ABSTRACT 250
JOSE ANTONIO NASARIO, ORIGINAL GRANTEE
CITY OF LAREDO, WEBB COUNTY, TEXAS

PORRAS NANCE ENGINEERING
P.O. BOX 1670
LAREDO, TEXAS 78044
TEXAS SURVEYING
FIRM 101888
OFFICE (956) 724-3097
FAX (956) 724-9208

10.784 ACRE TRACT
Being out and part of
Porcion 39 - Abstract 250 ~ Jose Antonio Nasario, Original Grantee
Within the limits of the
City of Laredo, Webb County, Texas

Being a tract of land found to contain 10.784 Acres more or less, situated in in Porcion 39, Abstract 250, Jose Antonio Nasario, Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, said 10.784 Acre tract being out and part of HAPO Holdings, LLC (219.48 Acre tract), as recorded in Volume 4543, Pages 455-467 of the Webb County Deed Records, Webb County Texas; and more particularly described by metes and bounds as follows, to wit:

BEGINNING at a found ½" iron rod for the Southwest corner of Santa Elena Subdivision, Phase I, as recorded in Volume 38, Pages 79-80 of the Webb County Plat Records, the Northwest corner of Santa Elena Subdivision, Phase III, as recorded in Volume 42, Pages 70-71 of the Webb County Plat Records, the most Northerly Northeast corner of the herein described tract and the **POINT OF BEGINNING;**

THENCE along the Easterly boundary line of the herein described tract, as follows:

South 00°29'28" East, 85.00 Feet, to a found ½" iron rod for an interior corner of said Phase III and an exterior deflection corner to the right of this tract;

South 44°30'32" West, 21.21 Feet, to a found ½" iron rod for an exterior corner of said Phase III and an interior deflection corner to the left of this tract;

South 00°29'28" East, 50.00 Feet, to a found ½" iron rod for an exterior corner of said Phase III and an interior deflection corner to the left of this tract;

South 45°29'28" East, 21.21 Feet, to a found ½" iron rod for an interior corner of said Phase III and an exterior deflection corner to the right of this tract;

South 00°29'28" East, 324.00 Feet, to a found ½" iron rod for the Southwest corner of Santa Elena Subdivision, Phase IV, as recorded in Volume 43, Pages 3-4 of the Webb County Plat Records and an interior deflection corner to the left of this tract;

North 89°30'32" East, 60.00 Feet, to a found ½" iron rod for an interior corner of said Phase IV and an exterior deflection corner to the right of this tract;

South 45°29'28" East, 21.21 Feet, to a found ½" iron rod for an exterior corner of said Phase IV and an interior deflection corner to the left of this tract;

North 89°30'32" East, 660.00 Feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

South 00°29'28" East, 60.00 Feet, to a found ½" iron rod for an exterior corner of aforesaid Phase III and an interior deflection corner to the left of this tract;

South 45°29'28" East, 21.21 Feet, to a found ½" iron rod for an interior corner of said Phase III and an exterior deflection corner to the right of this tract;

South 00°29'28" East, 80.00 Feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

South 44°30'32" West, 21.21 Feet, to a set ½" iron rod for an interior deflection corner to the left of this tract;

South 00°29'28" East, 50.00 Feet, to a set ½" iron rod for an interior deflection corner to the left of this tract;

South 45°29'28" East, 21.21 Feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

South 00°29'28" East, 95.00 Feet, to a set ½" iron rod for the Southeast corner of this tract;

THENCE South 89°30'32" West, 1020.00 Feet, along the South boundary line of the herein described tract, to a set 1/2" iron rod for the Southwest corner of this tract;

THENCE along the Westerly boundary line of the herein described tract, as follows:

North 00°29'28" West, 734.00 Feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

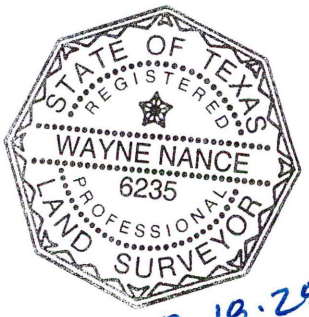
North 89°30'32" East, 10.00 Feet, to a set ½" iron rod for an interior deflection corner to the left of this tract;

North 00°29'28" West, 100.00 Feet, to a set ½" iron rod for the Northwest corner of this tract;

THENCE North 89°30'32" East, 260.00 Feet, along the North boundary line of the herein described tract, to the Southwest corner of said Santa Elena Subdivision, Phase I, the Northwest corner of said Santa Elena Subdivision, Phase III, the most Northerly Northeast corner of this tract and the **POINT OF BEGINNING.**

Basis of Bearings:
GPS NAD 83 (2011 Adj.), Texas State Plane, 4205 South Zone

I, Wayne Nance, the undersigned Registered Professional Land Surveyor, Number 6235, do hereby certify that the metes and bounds description shown hereon is true and correct to my best knowledge and belief and that it was prepared from an actual survey made on the ground and from office records available, without the benefit of a complete title examination report.



8.18.25

Witness my Hand and Seal

Wayne Nance, R.P.L.S

PRIVATE PROPERTY
NO TRESPASSING
ZC-072-2025
ATTENTION
PROPOSED
ZONE CHANGE
FROM AG TO CR-1B

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 10.8 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT A, LOCATED SOUTH OF TESIS DRIVE AND WEST OF COLEGIO LANE, FROM AG (AGRICULTURAL DISTRICT) TO R-1B (SINGLE-FAMILY HIGH DENSITY DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on approximately 10.8 acres, as further described by metes and bounds in attached Exhibit A, located south of Tesis Drive and west of Colegio Lane, from AG (Agricultural District) to R-1B (Single-Family High Density District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on September 18, 2025; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on October 20, 2025 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

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

Section 1: The Zoning Map of the City of Laredo is hereby amended by approximately 10.8 acres, as further described by metes and bounds in attached Exhibit A, located south of Tesis Drive and west of Colegio Lane, from AG (Agricultural District) to R-1B (Single-Family High Density District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 10/20/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 6.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 3.8 acres, as further described by metes and bounds in attached Exhibit A, located west of Bernadette Lane and southwest of Aquero Boulevard, from AG (Agricultural District) to R-2 (Multi-Family Residential District).

The Planning and Zoning Commission recommended approval of the proposed zone change and staff supports the application.

ZC-073-2025
District VII

Council District: District 7 **Zone Case:** ZC-073-2025

Letters sent to property owners: 4

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning and Zoning Commission in a 7 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-072-2025 – Comprehensive Plan Alignment

Location: South of Tesis Drive and west of Colegio Lane
Proposed Action: Rezone approximately 10.8 acres from AG (Agricultural District) to R-1B (Single-Family High Density District)

---

1. Level of Alignment

☐ Strong
☑ **Moderate** – Indirectly supports or contributes to the intent of a verbatim goal or policy.
☐ Weak/None

---

2. Supporting Goal(s)/Policy(ies)

Policy 3.2.1

"Encourage infill development on vacant and underutilized sites within the existing urban area."
— Page 3.15, *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The subject property is currently vacant and is adjacent to existing single-family high-density developments. This rezoning would promote infill development in an area already served by local streets (Tesis Drive and Colegio Lane) and urban infrastructure.

Goal 9.1

"Promote a well-balanced land use pattern that supports a sustainable mix of uses."
— Page 9.33, *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
Introducing additional high-density single-family housing in proximity to similar residential uses supports a land use mix that is compatible and sustainable. This policy supports adding housing variety in appropriate urban settings.

Policy 2.2.2

"Encourage a variety of housing types, densities, and price ranges to meet the needs of all segments of the community."
— Page 2.17, *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The R-1B zoning classification allows for higher-density single-family residential lots (minimum 3,000 square feet), which contributes to the city's housing supply and supports a range of residential options that can be more affordable or accessible.

---

3. Summary of Alignment

The proposed rezoning from AG to R-1B for 10.8 acres in District II reflects a **Moderate** alignment with the *Viva Laredo Comprehensive Plan*. While the site is currently designated as **Agricultural Rural** on the Future Land Use Map, the surrounding context includes **existing high-density residential developments**, making the proposed zone change consistent with the built environment and land use trends in the area.

The request promotes **infill residential development** on vacant land, supports **housing diversity**, and aligns with the broader intent of creating **balanced, sustainable neighborhoods**. These characteristics fulfill the spirit of several goals and policies related to infill growth, land use compatibility, and housing accessibility. However, since the request does not conform to the Future Land Use Map designation and does not fulfill a verbatim policy calling for R-1B zoning in this location, the alignment is not considered **Strong**.

Relevant planning themes include **housing equity**, **sustainability**, **land use compatibility**, and **urban infill development**.

---

4. Additional Requirements

All quoted material is taken verbatim from the *Viva Laredo City of Laredo Comprehensive Plan*. The zone change is reasonably consistent with policy intent but not with the designated land use on the Future Land Use Map. Therefore, the proposal is assessed to have a **Moderate** level of alignment.

City Council-Regular Meeting

Date: 10/20/2025
Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: HAPO Holdings, LLC, Owner; Porras Nance Engineering, Applicant/Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 10.8 acres, as further described by metes and bounds in attached Exhibit A, located south of Tesis Drive and west of Colegio Lane, from AG (Agricultural District) to R-1B (Single-Family High Density District).

The Planning and Zoning Commission recommended **approval** of the proposed zone change and staff **supports** the application.

ZC-072-2025
District II

PREVIOUS COUNCIL ACTION
None.

BACKGROUND

Council District: II – Cm. Ricardo "Richie" Rangel, Jr.

Proposed use: The proposed use is residential (single-family high density residential use).

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is Conseijero Lane, Estudiantes Drive, Cuenca Drive, Wilfrano Drive, single-family residential uses, and vacant undeveloped land. To the east of the site is Facultad Boulevard, Tutor Drive, single-family residential uses, vacant undeveloped land, and US Highway 83. To the south of the site is predominantly vacant undeveloped land. To the west of the site is vacant undeveloped land and the Rio Grande River.

Comprehensive Plan: The Future Land Use Map recognizes this area as Agricultural Rural.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Tesis Drive and Colegio Lane as Local Streets.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 64 **In Favor:** 0 **Opposed:** 1

COMMITTEE RECOMMENDATION
The Planning and Zoning Commission in a 7 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change for the following reasons:

1. The proposed zone change is appropriate at this location since the property abuts R-1B zoning to the north and east of the site.

2. The proposed use complements and is in character with the surrounding uses. The site is primarily surrounded by single-family residential uses to the north and east.

3. The proposed zone change meets the Laredo Land Development Code, Section 24.65.9, R-1B Single-Family High-Density District requirement, stating R-1B zoning districts shall be for new subdivision developments.

4. Although, the proposed zone change is not in conformance with the Comprehensive Plan's designation as Agricultural Rural, the proposed use is not anticipated to have a negative impact in the surrounding area due to the similar uses surrounding the site.

General Comments:

1. The approval of the zone change does not guarantee the issuance of the building permit, certificate of occupancy, or any other permit which may be required.

2. Any use allowed under the current zone or proposed zone change is required to abide by all relevant municipal codes.

IMPACT ANALYSIS

R-1B. The purpose of the R-1B (Single Family High Density District) is to provide for residential uses and those public uses normally considered an integral part of the residential neighborhood they serve. In addition, this district provides for the subdivision of single family residential lots with a minimum of 3,000 square feet.

Is this change contrary to the established land use pattern?
No. The proposed site abuts a large area of single-family high-density residential uses to the north and east.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The proposed zone will not create an isolated zoning district. There are R-1B zoning districts within the immediate vicinity of the proposed site.

Will change adversely influence living conditions in the neighborhood?
No. The proposed zone change is not anticipated to have a negative impact with the surrounding area or neighborhoods.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing zone does not allow for single family high density residential uses intended by the applicant.

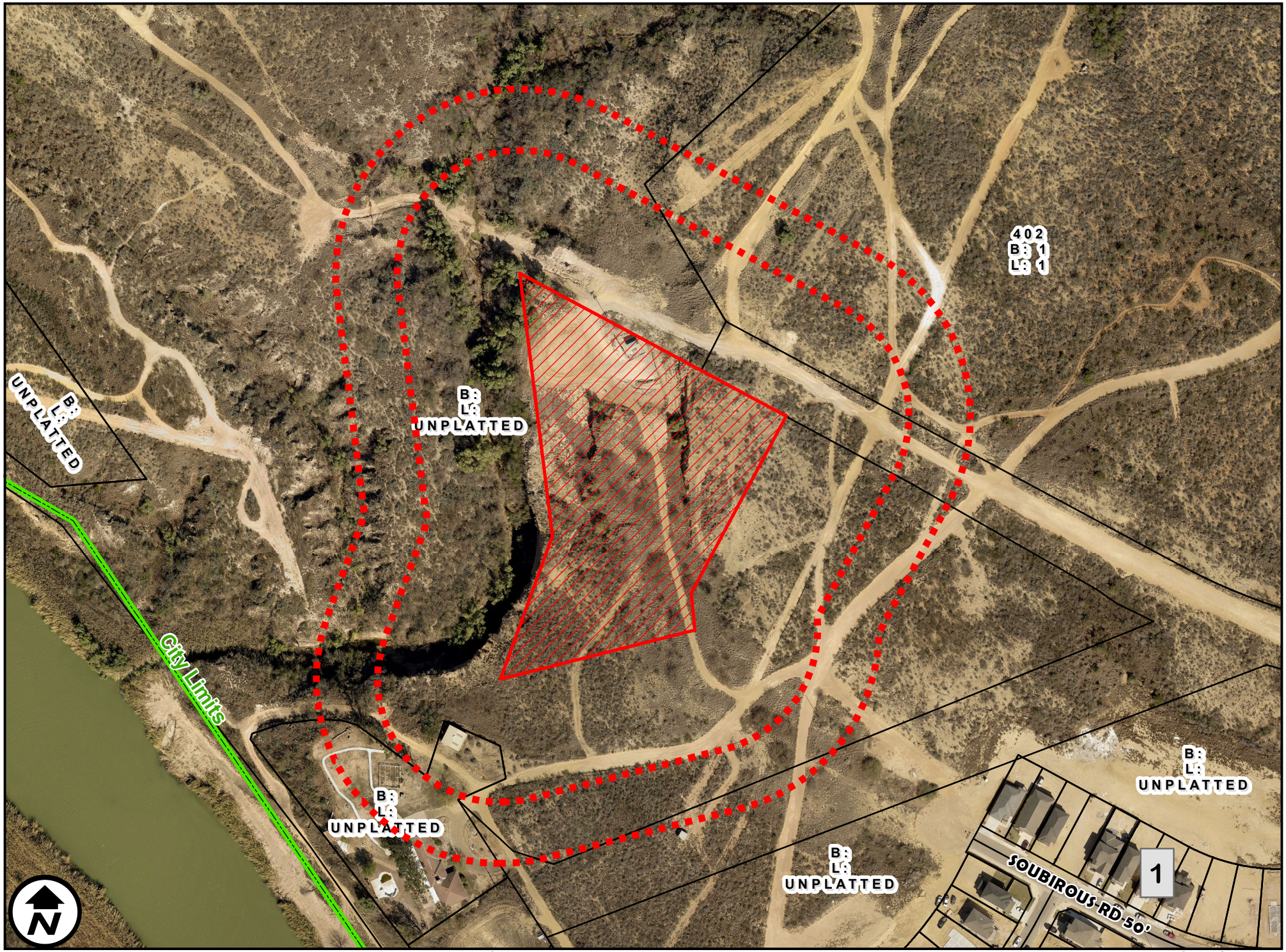
Attachments:

Comp Plan Alignment

Maps

Zone Change Signage

Draft Ordinance

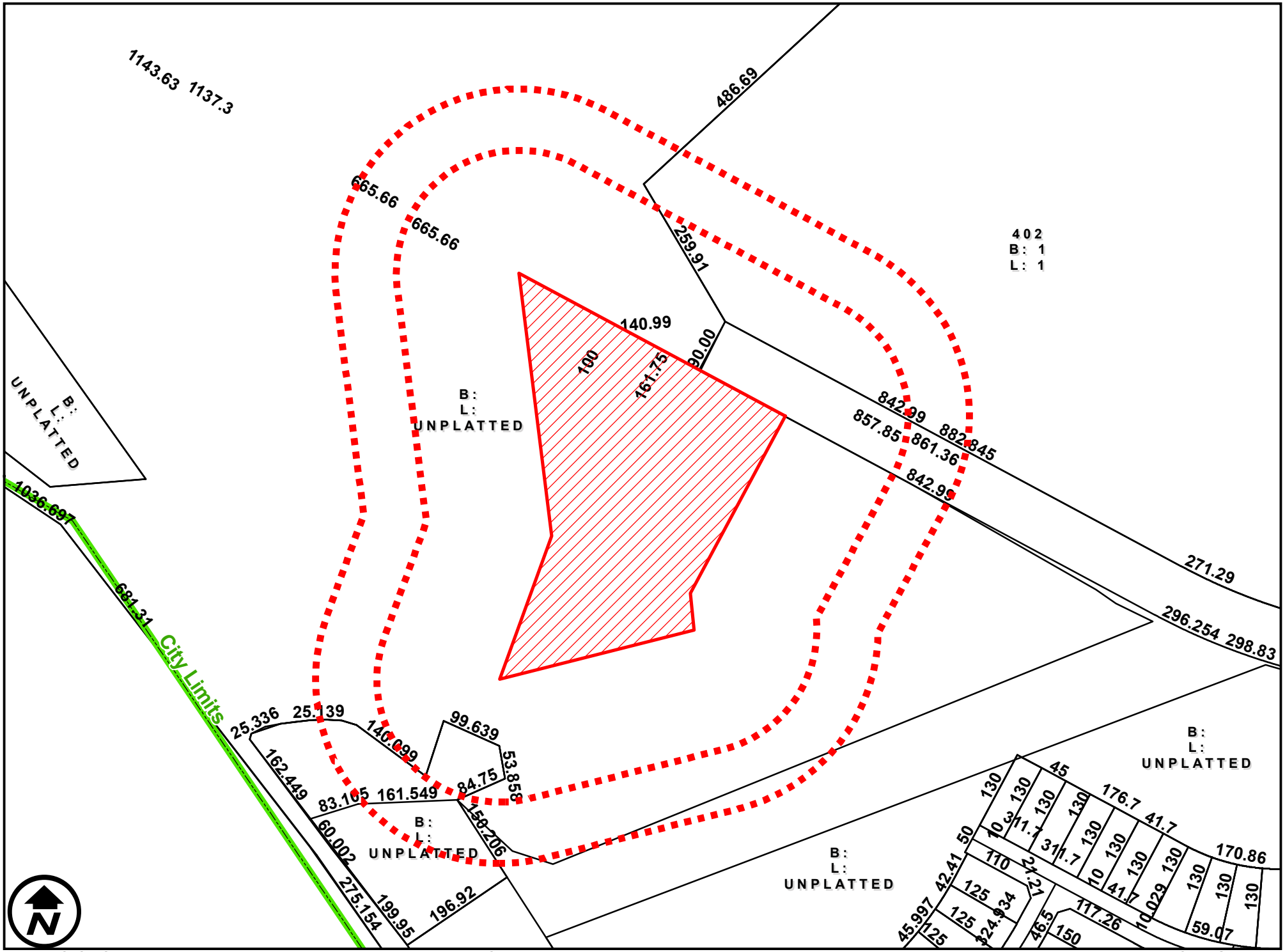


AERIAL MAP

1 inch = 200 feet

ZC-073-2025
COUNCIL DISTRICT 7
WEST OF BERNADETTE LANE AND SOUTHWEST OF AQUERO BOULEVARD

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

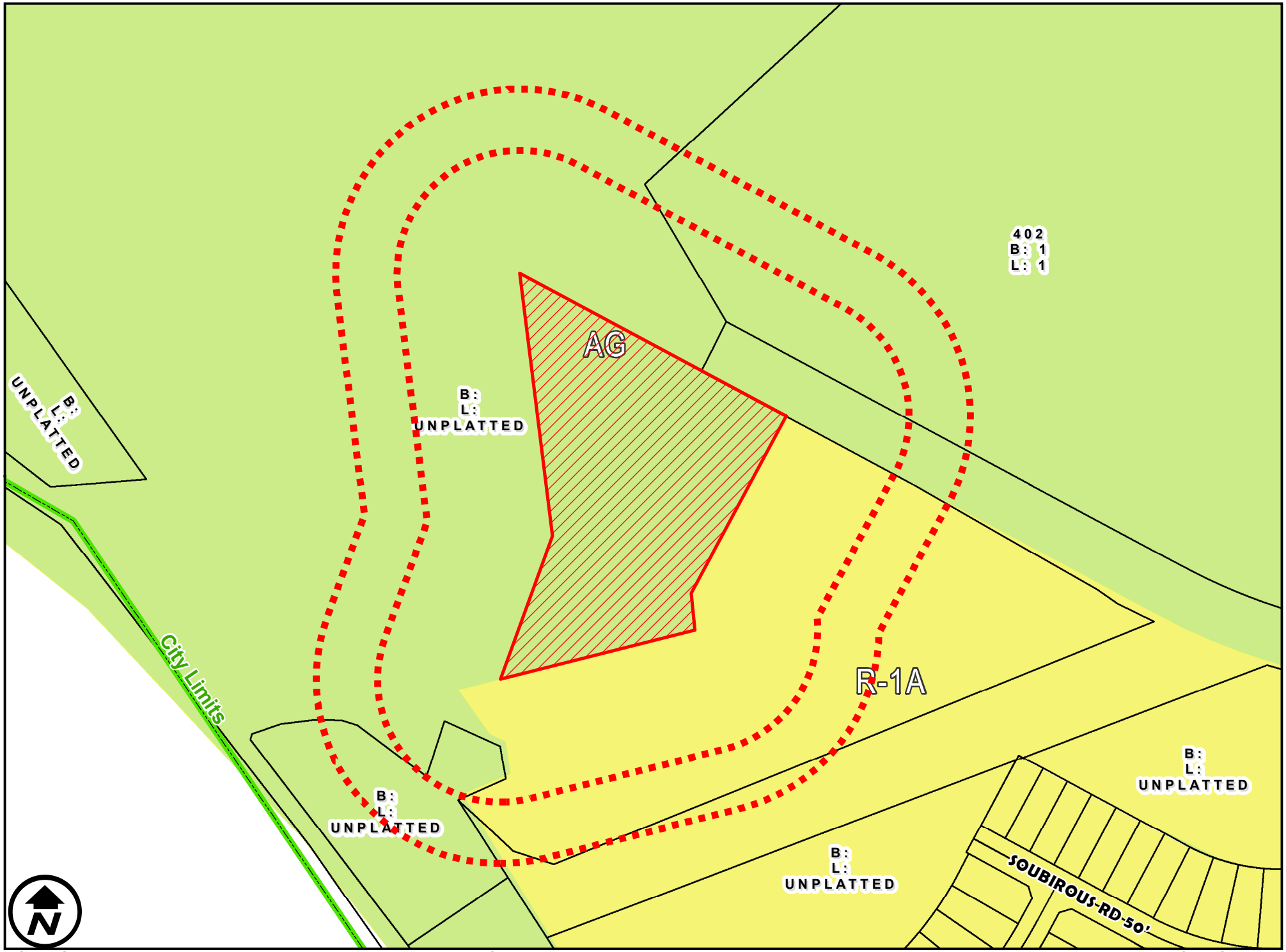


DIMENSIONS MAP

1 inch = 200 feet

ZC-073-2025
COUNCIL DISTRICT 7
WEST OF BERNADETTE LANE AND SOUTHWEST OF AQUERO BOULEVARD

APPLICATION F
AG (AGRICULTURAL DISTRICT)
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

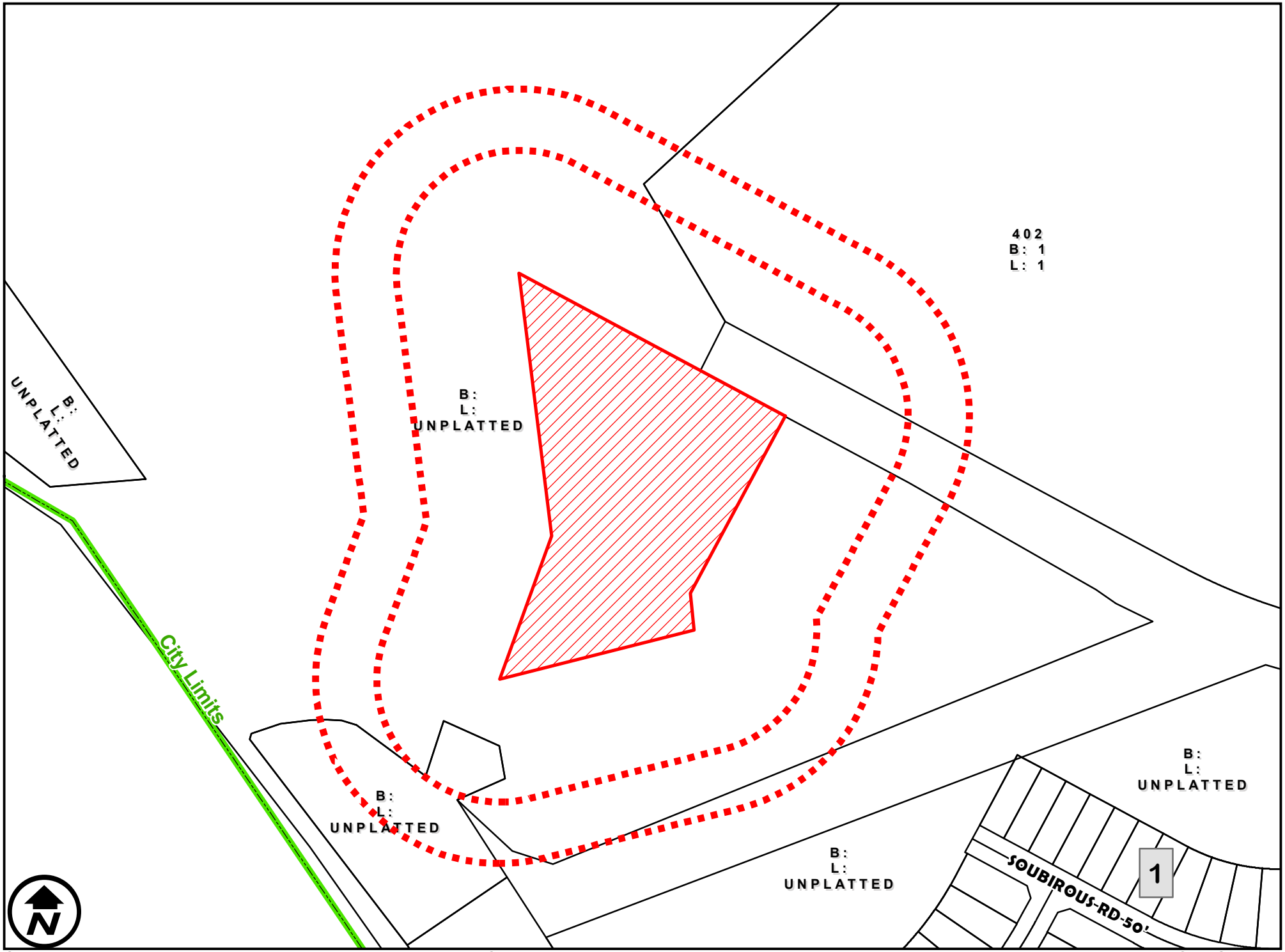


ZONING MAP

1 inch = 200 feet

ZC-073-2025
COUNCIL DISTRICT 7
WEST OF BERNADETTE LANE AND SOUTHWEST OF AQUERO BOULEVARD

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

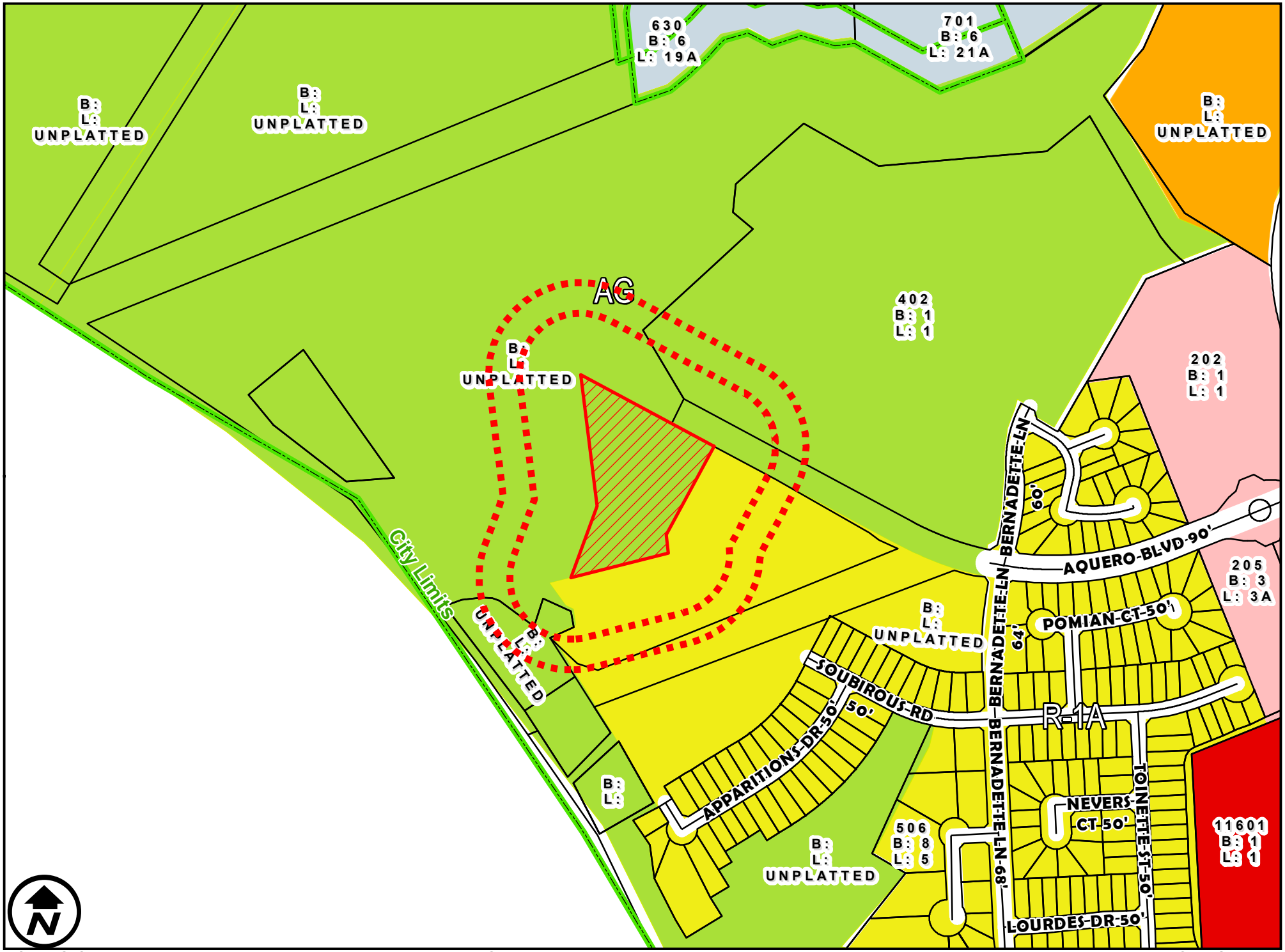


SURVEY MAP

1 inch = 200 feet

ZC-073-2025
COUNCIL DISTRICT 7
WEST OF BERNADETTE LANE AND SOUTHWEST OF AQUERO BOULEVARD

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

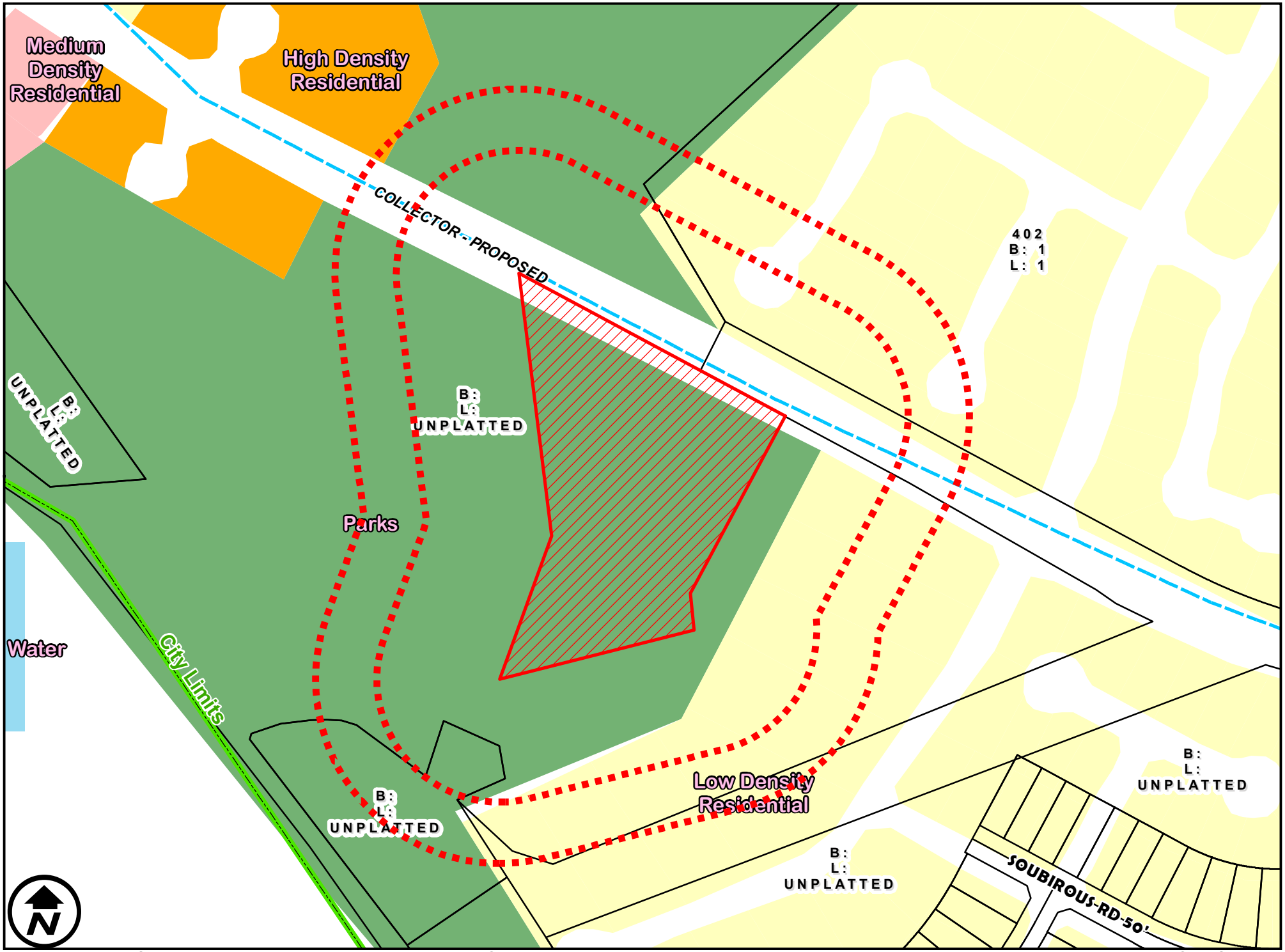


ZONING OVERVIEW

1 inch = 400 feet

ZC-073-2025
COUNCIL DISTRICT 7
WEST OF BERNADETTE LANE AND SOUTHWEST OF AQUERO BOULEVARD

APPLICATION F
AG (AGRICULTURAL DISTRICT) TO
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

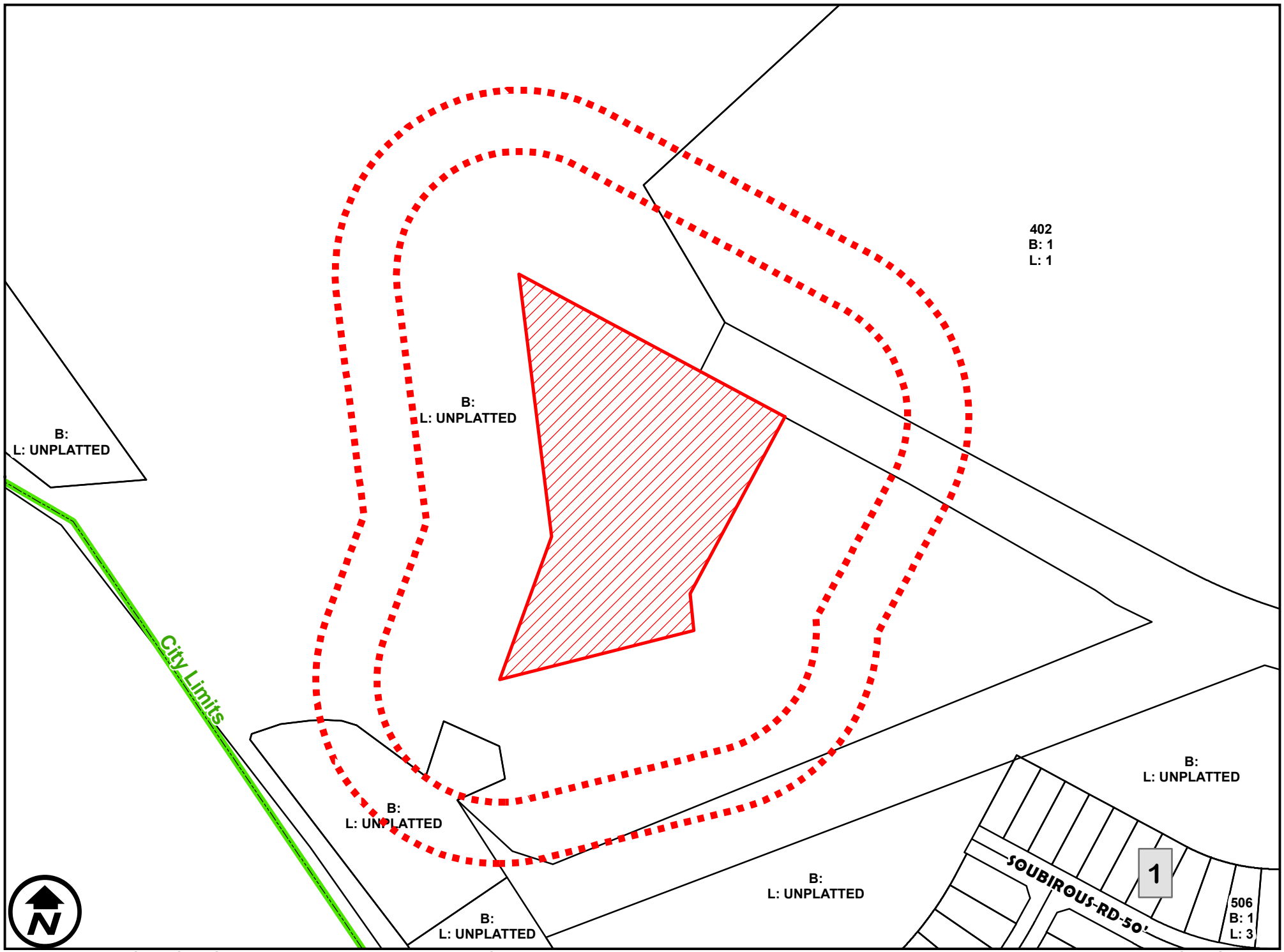


FUTURE LANDUSE

1 inch = 200 feet

ZC-073-2025
COUNCIL DISTRICT 7
WEST OF BERNADETTE LANE AND SOUTHWEST OF AQUERO BOULEVARD

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)



200' AND 300' NOTIFICATION

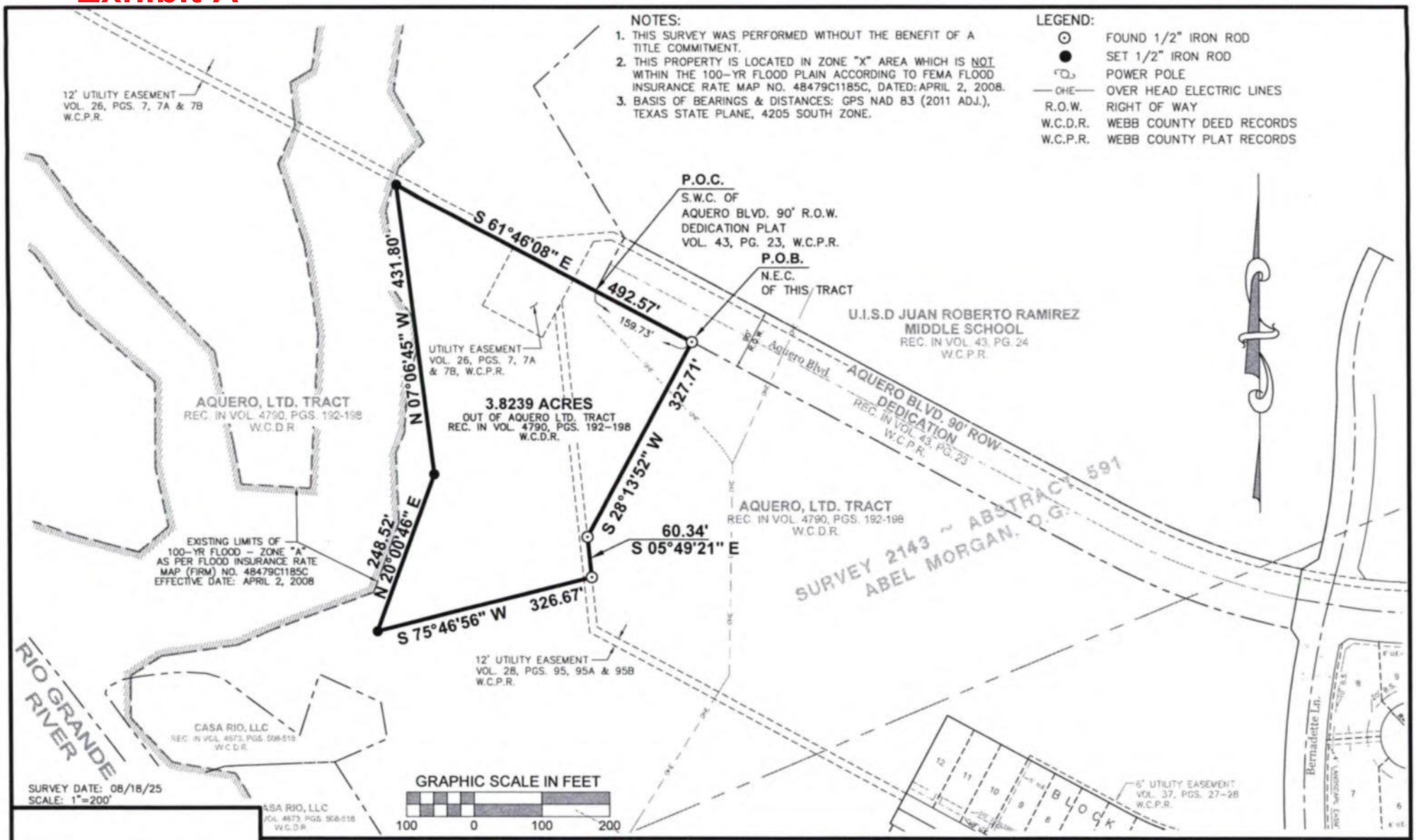
1 inch = 200 feet

ZC-073-2025
COUNCIL DISTRICT 7
WEST OF BERNADETTE LANE AND SOUTHWEST OF AQUERO BOULEVARD

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

200

Exhibit A



STATE OF TEXAS REGISTERED WAYNE NANCE 6235 PROFESSIONAL LAND SURVEYOR

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THIS 19th DAY OF AUGUST, 2025

WAYNE NANCE, R.P.L.S.
TEXAS REG. NO. 6235

BOUNDARY SURVEY OF A 3.8239 ACRE TRACT

OUT OF AQUERO LTD. TRACT
REC. IN VOLUME 4790, PGS. 192-198, W.C.D.R.
PORCION 19 ~ ABSTRACT 47, JOAQUIN GARCIA, O.G.

CITY OF LAREDO, WEBB COUNTY, TEXAS

PORRAS NANCE ENGINEERING
304 E. CALTON RD.
LAREDO, TEXAS 78041
TBPE F-6205
TBPLS F-101888
OFFICE (956) 724-3097
www.porrasnance.com

3.8239 ACRE TRACT
Being out and part of
Survey 2143 ~ Abstract 591, Abel Morgan Original Grantee and
Within the limits of the
City of Laredo, Webb County, Texas

Being a 3.8239 Acre tract of land, more or less, situated in Survey 2143, Abstract 591, Abel Morgan Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, said 3.8239 Acre tract being out and part of Aquero, Ltd. Tract, as recorded in Volume 4790, Pages 192-198 of the Webb County Deed Records, Webb County Texas; and more particularly described by metes and bounds as follows, to wit:

COMMENCING at the Southwest corner of Aquero Blvd. 90' ROW Dedication Plat, as recorded in Volume 43, Page 23 of the Webb County Plat Records THENCE South 61°46'08" East, 159.73 feet, to a found ½" iron rod for a point on South right-of-way of Aquero Blvd., the Northeast corner of the herein described tract and the **POINT OF BEGINNING;**

THENCE along the Easterly boundary line of the herein described tract, as follows:

South 28°13'52" West, 327.71 Feet, to a found ½" iron rod for an interior deflection corner to the left of this tract;
South 05°49'21" East, 60.34 Feet, to a found ½" iron rod for the Southeast corner of this tract;

THENCE South 75°46'56" West, 326.67 feet, along the Southerly boundary line of the herein described tract, to a set ½" iron rod for the Southwest corner of this tract;

THENCE along the Westerly boundary line of the herein described tract, as follows:

North 20°00'46" East, 248.52 Feet, to a set ½" iron rod for an interior deflection corner to the left of this tract;
North 07°06'45" West, 431.80 Feet, to a set ½" iron rod for the Northwest corner of this tract;

THENCE South 61°46'08" East, 492.57 feet, along the Northerly boundary line of the herein described tract, to a point on said South right-of-way line of Aquero Blvd., the Northeast corner of this tract and the **POINT OF BEGINNING.**

Basis of Bearings:
GPS NAD 83 (2011 ADJ.) Texas State Plane, 4205 South Zone.

I, Wayne Nance, the undersigned Registered Professional Land Surveyor, Number 6235, do hereby certify that the metes and bounds description shown hereon is true and correct to my best knowledge and belief and that it was prepared from an actual survey made on the ground and from office records available, without the benefit of a complete title examination report.

STATE OF TEXAS
REGISTERED
WAYNE NANCE
6235
PROFESSIONAL
LAND SURVEYOR

8·19·25

Witness my Hand and Seal

Wayne Nance, R.P.L.S

ZC-073-2025
ATTENTION
PROPOSED
ZONE CHANGE
FROM AG TO R-2
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 10.8 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT A, LOCATED SOUTH OF TESIS DRIVE AND WEST OF COLEGIO LANE, FROM AG (AGRICULTURAL DISTRICT) TO R-1B (SINGLE-FAMILY HIGH DENSITY DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on approximately 10.8 acres, as further described by metes and bounds in attached Exhibit A, located south of Tesis Drive and west of Colegio Lane, from AG (Agricultural District) to R-1B (Single-Family High Density District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on September 18, 2025; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on October 20, 2025 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

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

Section 1: The Zoning Map of the City of Laredo is hereby amended by approximately 10.8 acres, as further described by metes and bounds in attached Exhibit A, located south of Tesis Drive and west of Colegio Lane, from AG (Agricultural District) to R-1B (Single-Family High Density District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 10/20/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 7.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 4.61 acres, as further described by metes and bounds in attached "Exhibit A", located south of Bartlett Avenue and east of Arthur Miller Court, from R-1 (Single Family Residential District) and B-3 (Community Business District) to R-1B (Single Family High Density District).

The Planning and Zoning Commission recommended approval of the proposed zone change. Staff supports the application.

ZC-074-2025
District V

Council District: District 5 **Zone Case:** ZC-074-2025

Letters sent to property owners: 25

In Favor (within 200 radius): 2
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 1
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 7 to 0 vote recommended approval of the proposed zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-074-2025

1. Level of Alignment

☐ **Strong** – Directly supports or fulfills a clearly stated and verbatim goal or policy from the Viva Laredo Comprehensive Plan.

2. Supporting Goal(s)/Policy(ies)

Policy 5.1.1 – *"Encourage a variety of housing types and densities to meet the needs of all residents at different stages of life and income levels."*
(Viva Laredo City of Laredo Comprehensive Plan, Chapter 5: Housing, p. 5.31)

- **Relevance:** The rezoning to R-1B (Single Family High Density) allows for smaller single-family lots (minimum 3,000 sq. ft.), expanding housing choices and affordability consistent with the Plan's intent.

Policy 5.2.2 – *"Support residential development that is compatible with surrounding neighborhoods and existing infrastructure."*
(Viva Laredo City of Laredo Comprehensive Plan, Chapter 5: Housing, p. 5.32)

- **Relevance:** The subject property abuts existing residential areas to the east, and the proposed zoning maintains neighborhood compatibility while using existing infrastructure.

Policy 1.1.2 – *"Encourage infill development and redevelopment within the existing city limits to maximize infrastructure investments and reduce sprawl."*
(Viva Laredo City of Laredo Comprehensive Plan, Chapter 1: Land Use Patterns, p. 1.27)

- **Relevance:** This rezoning promotes infill residential development within the city's existing limits, consistent with efficient growth and infrastructure use.

3. Summary of Alignment

The rezoning of approximately 4.61 acres from R-1 and B-3 to R-1B demonstrates **Strong alignment** with the *Viva Laredo Comprehensive Plan*. It directly supports the Plan's housing policies by increasing residential density options, ensuring compatibility with surrounding single-family uses, and promoting infill growth within city boundaries. Broader themes of **housing affordability, orderly neighborhood development, and sustainable land use** are advanced through this action.

City Council-Regular Meeting

Date: 10/20/2025

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: D&J Alexander Investments, LLC, Owner and Applicant; and Daniel Tijerina Jr., Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 4.61 acres, as further described by metes and bounds in attached "Exhibit A", located south of Bartlett Avenue and east of Arthur Miller Court, from R-1 (Single Family Residential District) and B-3 (Community Business District) to R-1B (Single Family High Density District).

The Planning and Zoning Commission recommended **approval** of the proposed zone change. Staff **supports** the application.

ZC-074-2025
District V

PREVIOUS COUNCIL ACTION
On July 20, 2015, City Council made a motion to approve a zone change from B-3 (Community Business District) to R-1 (Single-Family Residential District). (Ordinance Number 2015-O-086)

BACKGROUND

Council District: V- Ruben Gutierrez, Jr.

Proposed use: The proposed use is Residential – Single Family Residential.

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is Bartlett Avenue, vacant developed land, and vacant undeveloped land. To the east of the site is Harper Lee Drive and single family residential uses. To the south of the site is vacant undeveloped land. To the west of the site is Arthur Miller Court, vacant developed land, and vacant undeveloped land.

Comprehensive Plan: The Future Land Use Map recognizes this area as Neighborhood Mixed Use.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Arthur Miller Court as a Local Street.

www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 25
Within 200 radius
In favor: 2 Opposed: 0

Outside 200 radius
In favor: 1 Opposed: 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 7 to 0 vote recommended approval of the proposed zone change.

STAFF RECOMMENDATION

Staff supports the proposed zone change for the following reasons:

1. The proposed zone change is in conformance with the Comprehensive Plan's designation as Neighborhood Mixed Use (All Except M-1, M-2, B-4, AH, AN, FH, OG, FiH), which includes R-1B.

2. The proposed zone change meets the Laredo Land Development Code, Section 24.65.9, R-1B Single Family High Density District requirement, stating R-1B zoning districts shall be for new subdivision developments.

3. The proposed use is compatible with the surrounding residential uses. The property abuts residential uses to the east of the site.

4. The proposed zone change is not anticipated to have a negative impact in the surrounding area or neighborhood.

General Comments:
1. The approval of the zone change does not guarantee the issuance of the building permit, certificate of occupancy, or any other permit which may be required.
2. Any use allowed under the current zone or proposed zone change is required to abide by all relevant municipal codes.

IMPACT ANALYSIS

R-1B. The purpose of the R-1B (Single Family High Density District) is to provide for residential uses and those public uses normally considered an integral part of the residential neighborhood they serve. In addition, this district provides for the subdivision of single family residential lots with a minimum of 3,000 square feet.

Is this change contrary to the established land use pattern?
No, there are residential uses abutting the site.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes, the proposed site is abutting R-1 and B-3 zoning districts.

Will change adversely influence living conditions in the neighborhood?

No, it is not anticipated to have a negative impact in the surrounding area or neighborhood.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes, the existing zone does not allow for R-1B lots as intended by the applicant.

Attachments

Comp Plan Alignment
Maps
Zone Change Signage
Survey, Metes, & Bounds
Draft Ordinance

AERIAL MAP

1 inch = 200 feet

ZC-074-2025

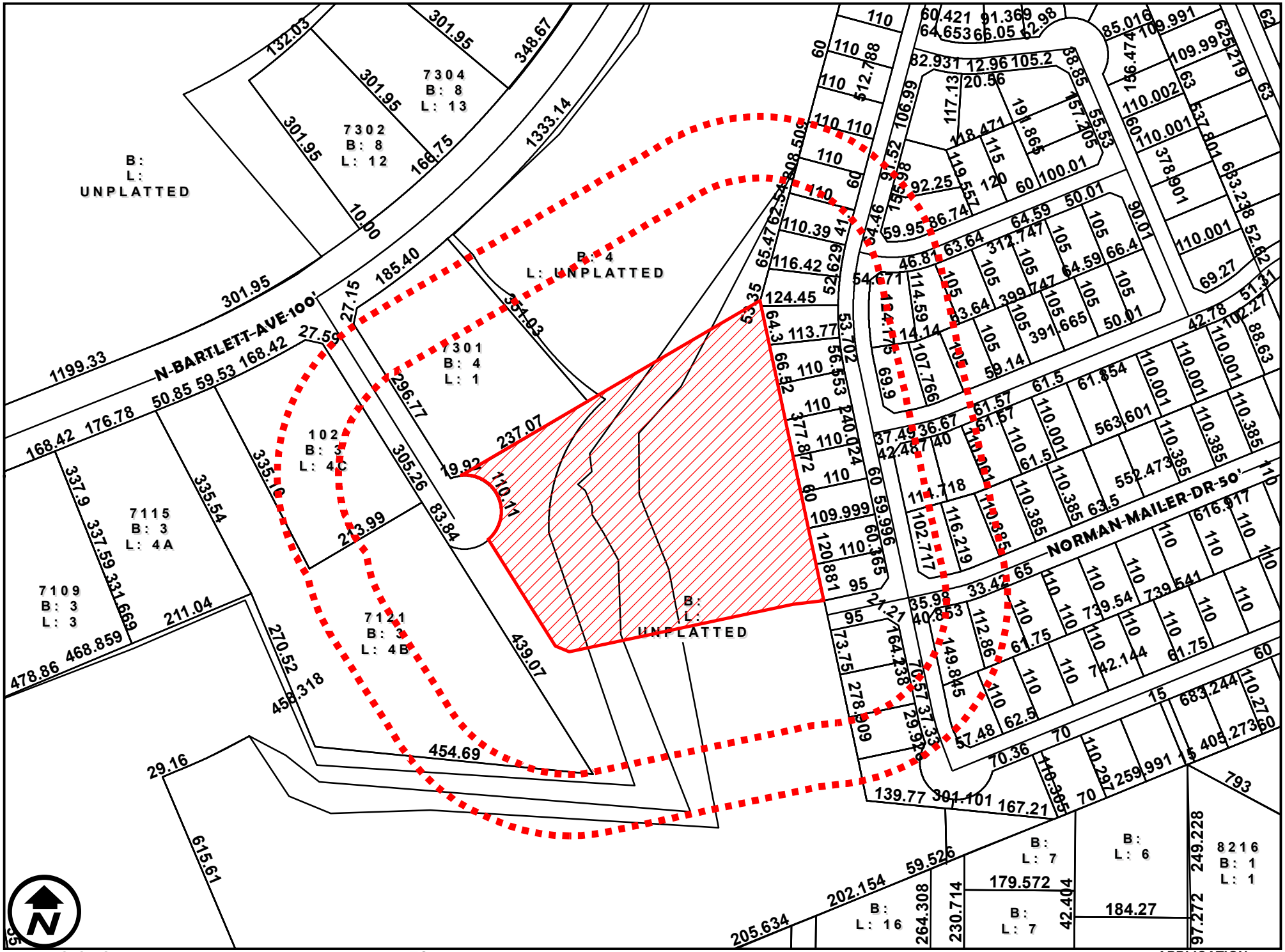
COUNCIL DISTRICT 5

SOUTH OF BARTLETT AVENUE AND EAST OF ARTHUR MILLER COURT

APPLICATION

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT)

R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)



DIMENSIONS MAP

1 inch = 200 feet

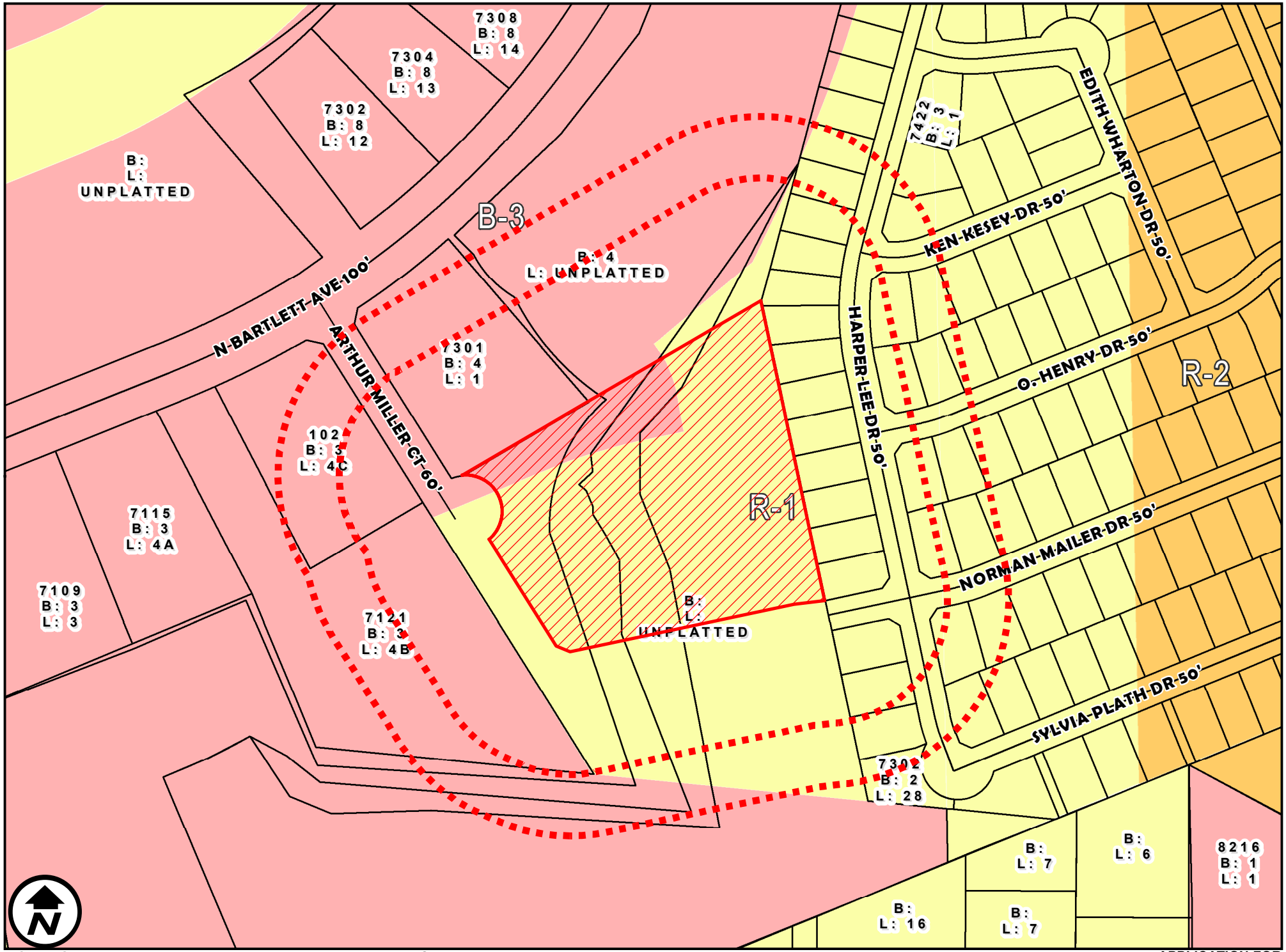
ZC-074-2025

COUNCIL DISTRICT 5

SOUTH OF BARTLETT AVENUE AND EAST OF ARTHUR MILLER COURT

APPLICATION

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT, R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)



ZONING MAP

1 inch = 200 feet

ZC-074-2025

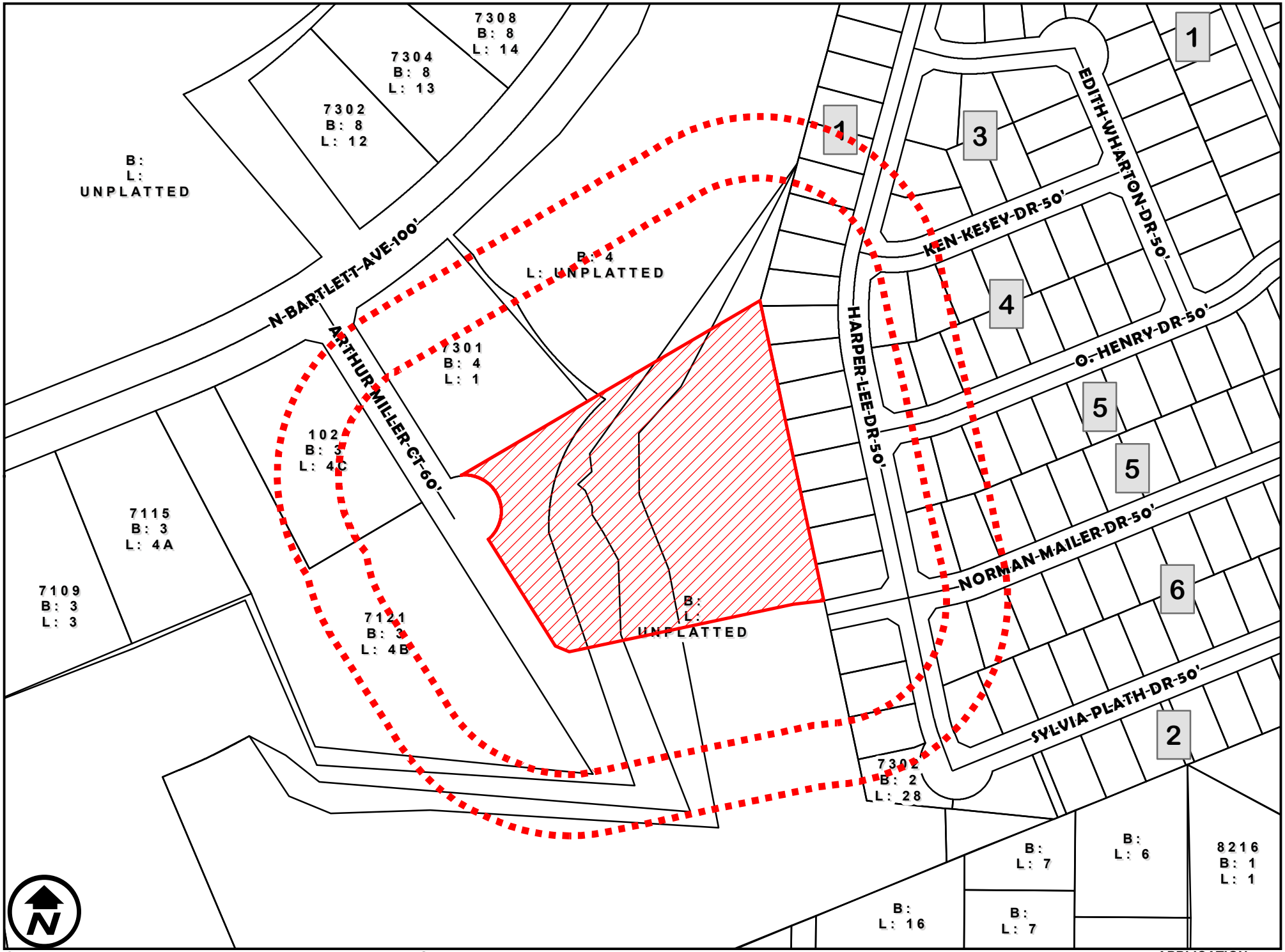
COUNCIL DISTRICT 5

SOUTH OF BARTLETT AVENUE AND EAST OF ARTHUR MILLER COURT

APPLICATION

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT)

R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)



SURVEY MAP

1 inch = 200 feet

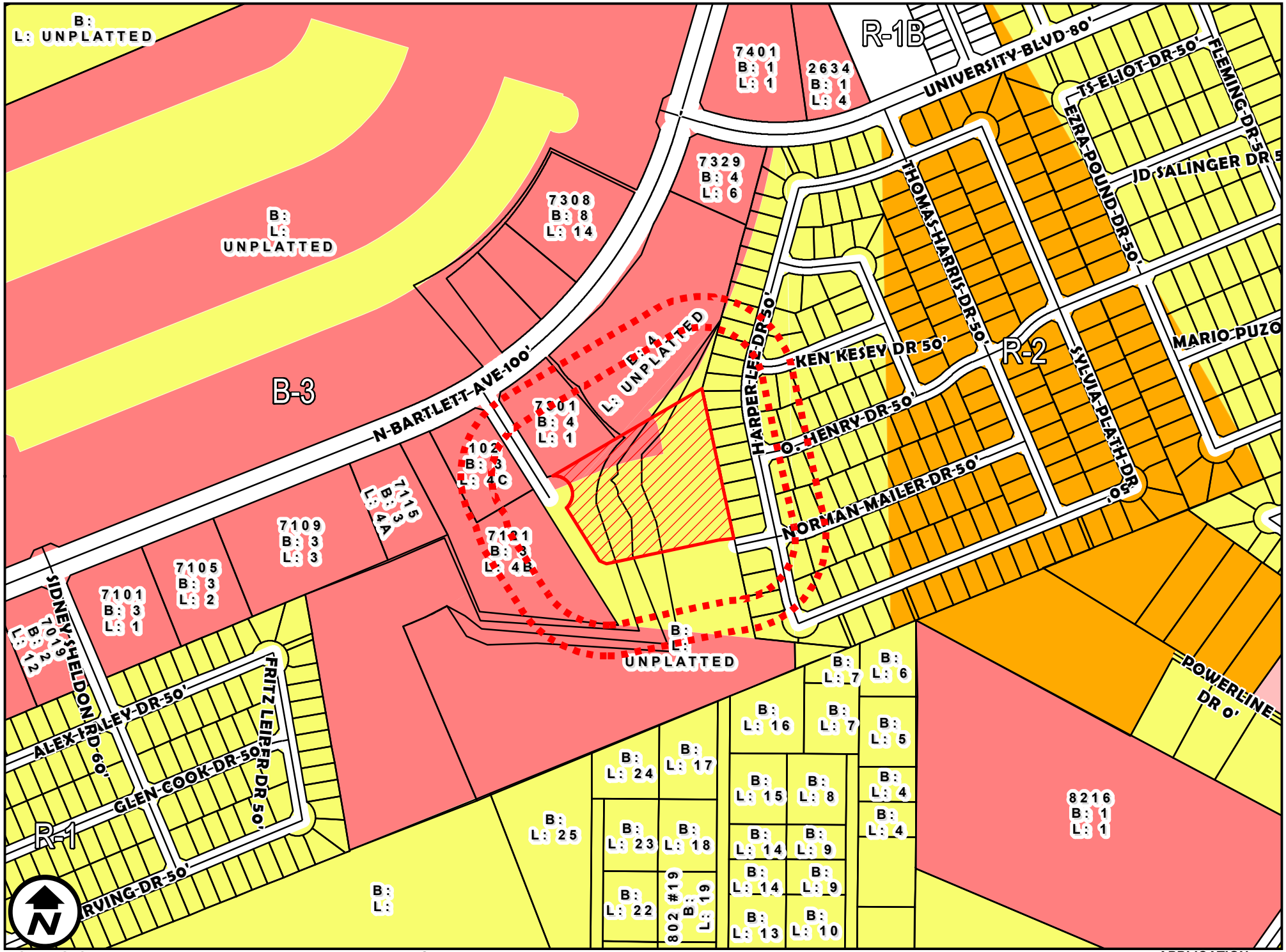
ZC-074-2025

COUNCIL DISTRICT 5

SOUTH OF BARTLETT AVENUE AND EAST OF ARTHUR MILLER COURT

APPLICATION

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT, R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)



ZONING OVERVIEW

1 inch = 400 feet

ZC-074-2025

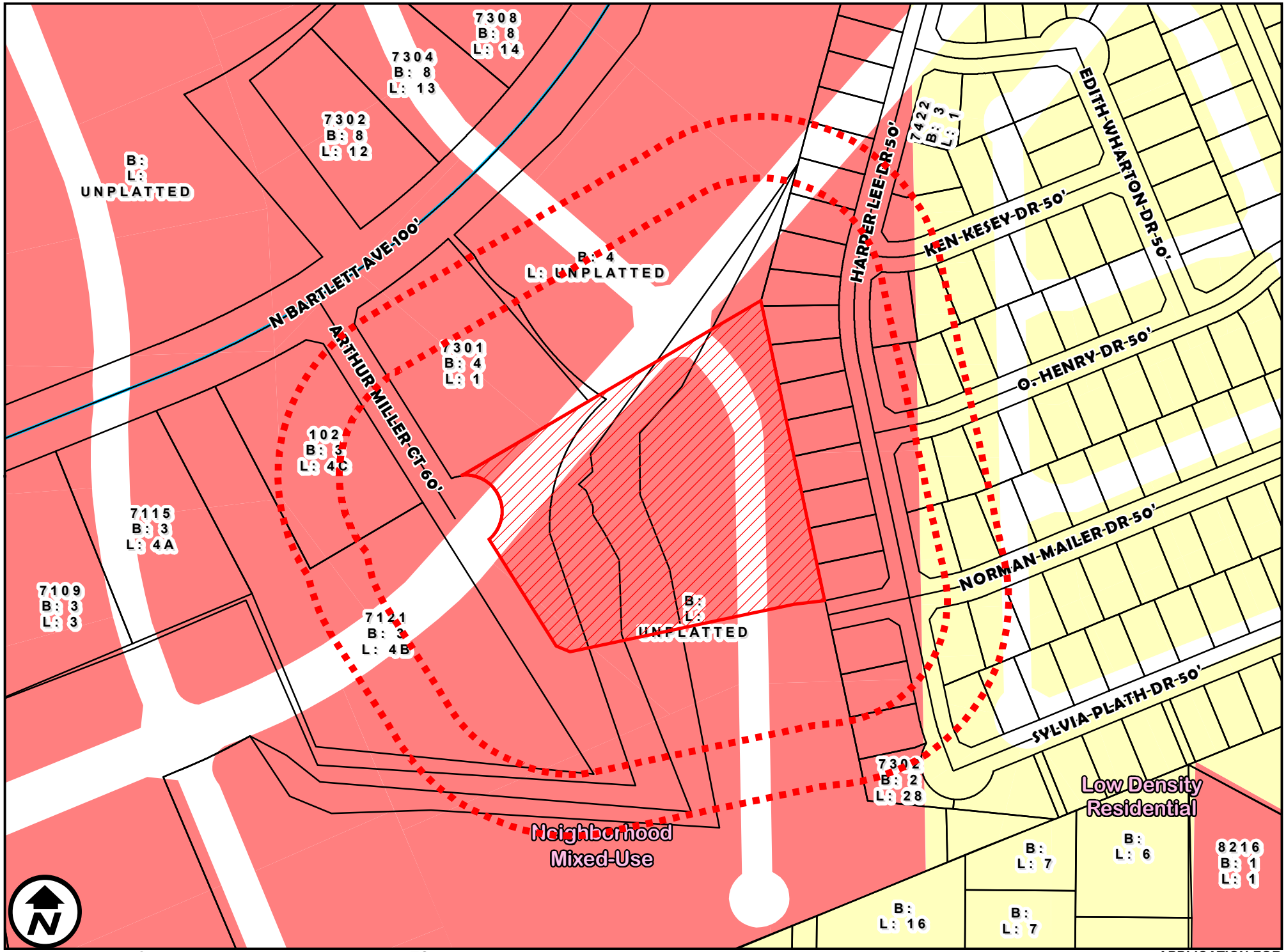
COUNCIL DISTRICT 5

SOUTH OF BARTLETT AVENUE AND EAST OF ARTHUR MILLER COURT

APPLICATION

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT)

R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)



FUTURE LANDUSE

1 inch = 200 feet

ZC-074-2025

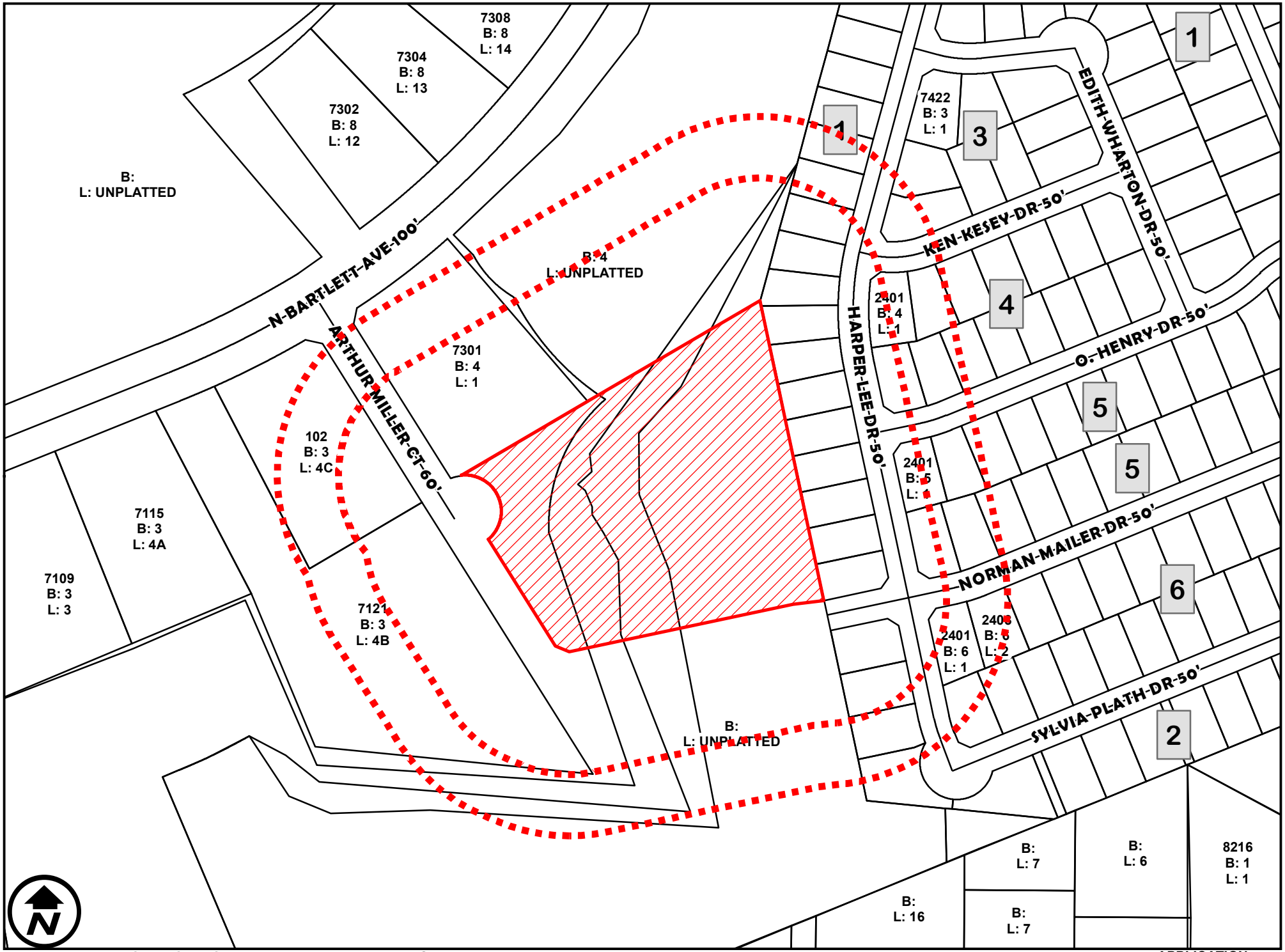
COUNCIL DISTRICT 5

SOUTH OF BARTLETT AVENUE AND EAST OF ARTHUR MILLER COURT

APPLICATION

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT)

R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 200 feet

ZC-074-2025

COUNCIL DISTRICT 5

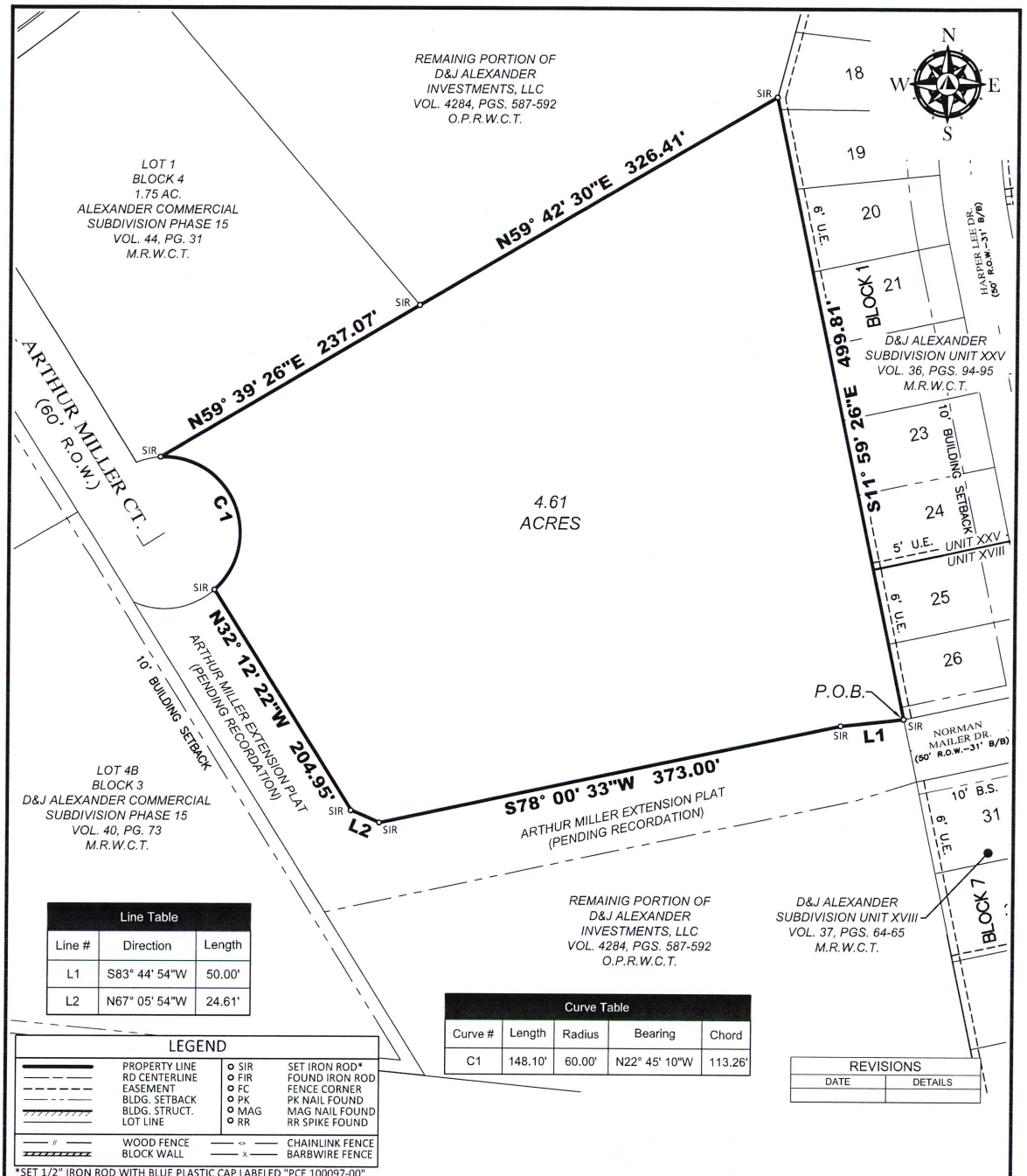
SOUTH OF BARTLETT AVENUE AND EAST OF ARTHUR MILLER COURT

APPLICATION

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT)

R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)

ZC-074-2025
ATTENTION
PROPOSED
ZONE CHANGE
FROM R-1 TO R-1B
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613



Line Table		
Line #	Direction	Length
L1	S83° 44' 54"W	50.00'
L2	N67° 05' 54"W	24.61'

Curve Table				
Curve #	Length	Radius	Bearing	Chord
C1	148.10'	60.00'	N22° 45' 10"W	113.26'

REVISIONS	
DATE	DETAILS

LEGEND

PROPERTY LINE		SIR	SET IRON ROD*
RD CENTERLINE		FIR	FOUND IRON ROD
EASEMENT		FC	FENCE CORNER
BLDG. SETBACK		PK	PK NAIL FOUND
BLDG. STRUCT.		MAG	MAG NAIL FOUND
LOT LINE		RR	RR SPIKE FOUND
WOOD FENCE		CHAINLINK FENCE	
BLOCK WALL		BARBWIRE FENCE	

*SET 1/2" IRON ROD WITH BLUE PLASTIC CAP LABELED "PCE 100097-00"

NOTE:

1. PROPERTY DOES **NOT** APPEAR TO BE LOCATED IN A FLOOD ZONE AS PER FEMA MAP 48479C1215C. EFFECTIVE DATE: APRIL 02, 2008
2. THIS SURVEY IS DERIVED FROM GPS KINEMATIC OBSERVATIONS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH ZONE, NAD-83, AND TIED TO WDS AT: X=665805.806, Y=17092557.087
3. THIS WORK DOES NOT REPRESENT A CHAIN OF TITLE EXAMINATION. SURFACE/MINERAL FEE IN EITHER SUBJECT AND/OR ADJACENT TRACTS MAY NOT BE CURRENT AND/OR HISTORICALLY CORRECT AND IS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

BASIS OF BEARING

A FOUND 1/2" IRON ROD, A POINT OF CURVATURE (PC) ON THE WESTERLY RIGHT-OF-WAY LINE OF BOB BULLOCK LOOP (LOOP 20) RECORDED IN VOLUME 160, PAGE 134, OFFICIAL PUBLIC RECORDS WEBB COUNTY TEXAS, THE EASTERLY LINE OF RADCLIFFE & SUE SPIVEY KILLAM, RECORDED IN VOLUME 1349, PAGES 790-793, OFFICIAL PUBLIC RECORDS WEBB COUNTY TEXAS AND A FOUND 1/2" IRON ROD, A POINT OF TANGENCY (PT) ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID BOB BULLOCK LOOP (LOOP 20), THE EASTERLY LINE OF ORALIA C. GARZA, 71.0 ACRES, RECORDED IN VOLUME 1487, PAGES 784-787, DEED RECORDS WEBB COUNTY TEXAS.

STATE OF TEXAS
REGISTERED
EDUARDO J. GUTIERREZ
5839
PROFESSIONAL
LAND SURVEYOR

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING PLAT OF SURVEY AND ATTACHED FIELD NOTES WERE PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

EDUARDO J. GUTIERREZ R.P.L.S. No 5839 — DATE 8-18-25

THIS SURVEY IS VALID ONLY WITH ORIGINAL SEAL IN RED INK

ENGINEERING REGISTRATION No. F-8019 — SURVEY REGISTRATION No. 100097-00

LEGAL DESCRIPTION

A TRACT OF LAND CONTAINING 4.61 ACRES, MORE OR LESS, OUT OF THE REMAINING PORTION OF THE D & J ALEXANDER INVESTMENTS, L.L.C. TRACT, RECORDED IN VOLUME 4284, PAGES 587-592 OF THE OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS, SITUATED IN PORCION 26, AGUSTIN SANCHEZ ORIGINAL GRANTEE, ABSTRACT 282, LOCATED WITHIN THE CITY OF LAREDO WEBB COUNTY, TEXAS

DRAWN BY:	A.X.C.	SCALE:	1"=20'
CHECKED BY:	E.J.G	JOB #:	17176-22
APPROVED BY:	E.J.G.	FILE NAME:	4.61 Acre M&B.dwg
FIELD DATE:	08/16/2025 G.R.	SHEET:	1 OF 3

PREMIER
ENGINEERING SURVEYING
1302 CALLE DEL NORTE, SUITE 2
LAREDO, TEXAS 78041
PH: (956) 717-1199 FAX: (956) 717-1196
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LAND DEVELOPMENT • PLANNING • WATER • WASTEWATER • TRANSPORTATION • SURVEYING

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 4.61 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED "EXHIBIT A", LOCATED SOUTH OF BARTLETT AVENUE AND EAST OF ARTHUR MILLER COURT, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT) TO R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT).; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on approximately 4.61 acres, as further described by metes and bounds in attached "Exhibit A", located south of Bartlett Avenue and east of Arthur Miller Court, from R-1 (Single Family Residential District) and B-3 (Community Business District) to R-1B (Single Family High Density District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on September 18, 2025; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on October 20, 2025 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

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

Section 1: The Zoning Map of the City of Laredo is hereby amended on approximately 4.61 acres, as further described by metes and bounds in attached "Exhibit A", located south of Bartlett Avenue and east of Arthur Miller Court, from R-1 (Single Family Residential District) and B-3 (Community Business District) to R-1B (Single Family High Density District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 10/20/2025 **Planning & Zoning Public Hearing & Introductory Ordinance 8.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 11.91 acres, as further described by metes and bounds in attached “Exhibit A”, located east of FM 1472 and north of Rancho Viejo Drive, from R-1A (Single Family Reduced Area District) to R-2 (Multi-Family Residential District).

The Planning and Zoning Commission recommended approval of the proposed zone change. Staff supports the application.

ZC-075-2025
District VII

Council District: District 7 **Zone Case:** ZC-075-2025

Letters sent to property owners: 5

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 5 to 0 vote recommended approval of the proposed zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-075-2025

---

1. Level of Alignment

☐ **Strong** – Directly supports or fulfills a clearly stated and verbatim goal or policy from the Viva Laredo Comprehensive Plan.

---

2. Supporting Goal(s)/Policy(ies)

Policy 5.1.1 – *"Encourage a variety of housing types and densities to meet the needs of all residents at different stages of life and income levels."*
(Viva Laredo City of Laredo Comprehensive Plan, Chapter 5: Housing, p. 5.31)

- **Relevance:** The rezoning from R-1A (Single Family Reduced Area) to R-2 (Multi-Family) directly provides higher density housing options, expanding affordability and diversity of housing supply.

Policy 5.2.2 – *"Support residential development that is compatible with surrounding neighborhoods and existing infrastructure."*
(Viva Laredo City of Laredo Comprehensive Plan, Chapter 5: Housing, p. 5.32)

- **Relevance:** While the rezoning introduces multi-family uses, the property abuts residential zoning to the south and can integrate into the existing neighborhood fabric with proper buffering and design.

Policy 1.1.2 – *"Encourage infill development and redevelopment within the existing city limits to maximize infrastructure investments and reduce sprawl."*
(Viva Laredo City of Laredo Comprehensive Plan, Chapter 1: Land Use Patterns, p. 1.27)

- **Relevance:** The site is vacant but within city limits and designated as a Mixed-Use Center. Rezoning to R-2 encourages infill and more efficient use of urban land and infrastructure.

---

3. Summary of Alignment

The rezoning of approximately 11.91 acres from R-1A to R-2 (Multi-Family) shows **Strong alignment** with the *Viva Laredo Comprehensive Plan*. It fulfills explicit housing goals to diversify residential densities and affordability options, while also advancing land use policies favoring infill development. Although staff notes the potential creation of an isolated zoning

district, the Future Land Use Map's designation as a Mixed-Use Center supports multifamily housing as an appropriate use. This rezoning therefore contributes to broader planning themes of **housing diversity, efficient growth management, and sustainable urban development**.

City Council-Regular Meeting

Date: 10/20/2025

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: San Isidro Southwest, LTD, Owner; Pat Murphy, Applicant; and Slay Engineering Company and Ramiro Ibarra, P.E., Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 11.91 acres, as further described by metes and bounds in attached "Exhibit A", located east of FM 1472 and north of Rancho Viejo Drive, from R-1A (Single Family Reduced Area District) to R-2 (Multi-Family Residential District).

The Planning and Zoning Commission recommended **approval** of the proposed zone change. Staff **supports** the application.

ZC-075-2025
District VII

PREVIOUS COUNCIL ACTION
On September 20, 2021, City Council made a motion to approve a zone change from B-4 (Highway Commercial District), R-1 (Single Family Residential District), R-2 (Multi-Family Residential District, B-3 (Community Business District), and M-1 (Light Manufacturing District) to R-1A (Single Family Reduced Area Residential District). (Ordinance Number 2021-O-179)

BACKGROUND

Council District: VII – Vanessa Perez

Proposed use: The proposed use is multifamily residential. (The applicant did not specify the specific multifamily use)

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is Bob Bullock Loop, vacant developed land, vacant undeveloped land and Medline Industries (warehouse). To the east of the site is vacant undeveloped land. To the south of the site is Rancho Viejo Drive, Palm Lake Drive and vacant developed land. To the west of the site is FM 1472 Road, vacant developed land, Jose Tovar-Camargo, MD, DABOM (Physician), Mere's Tire Service, Danny's Restaurant, Emex Case de Cambio, and La Hacienda Reception.

Comprehensive Plan: The Future Land Use Map recognizes this area as Mixed-Use Center.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Palm Lake Drive as a Local Street.

www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 5
Within 200 radius
In favor: 0 Opposed: 0

Outside 200 radius
In favor: 0 Opposed: 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 5 to 0 vote recommended approval of the proposed zone change.

STAFF RECOMMENDATION

Staff supports the proposed zone change for the following reasons:

1. The proposed zone change is in conformance with the Comprehensive Plan's designation as Mixed-Use Center (All Except M-1, M-2, AH, AN, FH, OG), which includes R-2.

2. There's a proposed 100 foot right of way buffering the intense commercial zones to the neighborhood.

3. Density is encouraged in residential areas as per the Comprehensive Plan.

4. The proposed use is compatible with the surrounding residential zoning district. The property abuts R-1A zoning district east and south of the site.

General Comments:
1. The approval of the zone change does not guarantee the issuance of the building permit, certificate of occupancy, or any other permit which may be required.
2. Any use allowed under the current zone or proposed zone change is required to abide by all relevant municipal codes.

IMPACT ANALYSIS

R-2. The purpose of the R-2 (Multi-Family Residential District) is to provide an area for higher density residential uses and those public and semi-public uses normally considered an integral part of the neighborhood they serve.

Is this change contrary to the established land use pattern?
Yes, the proposed site is surrounded by vacant land.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes, the proposed site is abutting B-4, M-1, and R-1A zoning districts.

Will change adversely influence living conditions in the neighborhood?

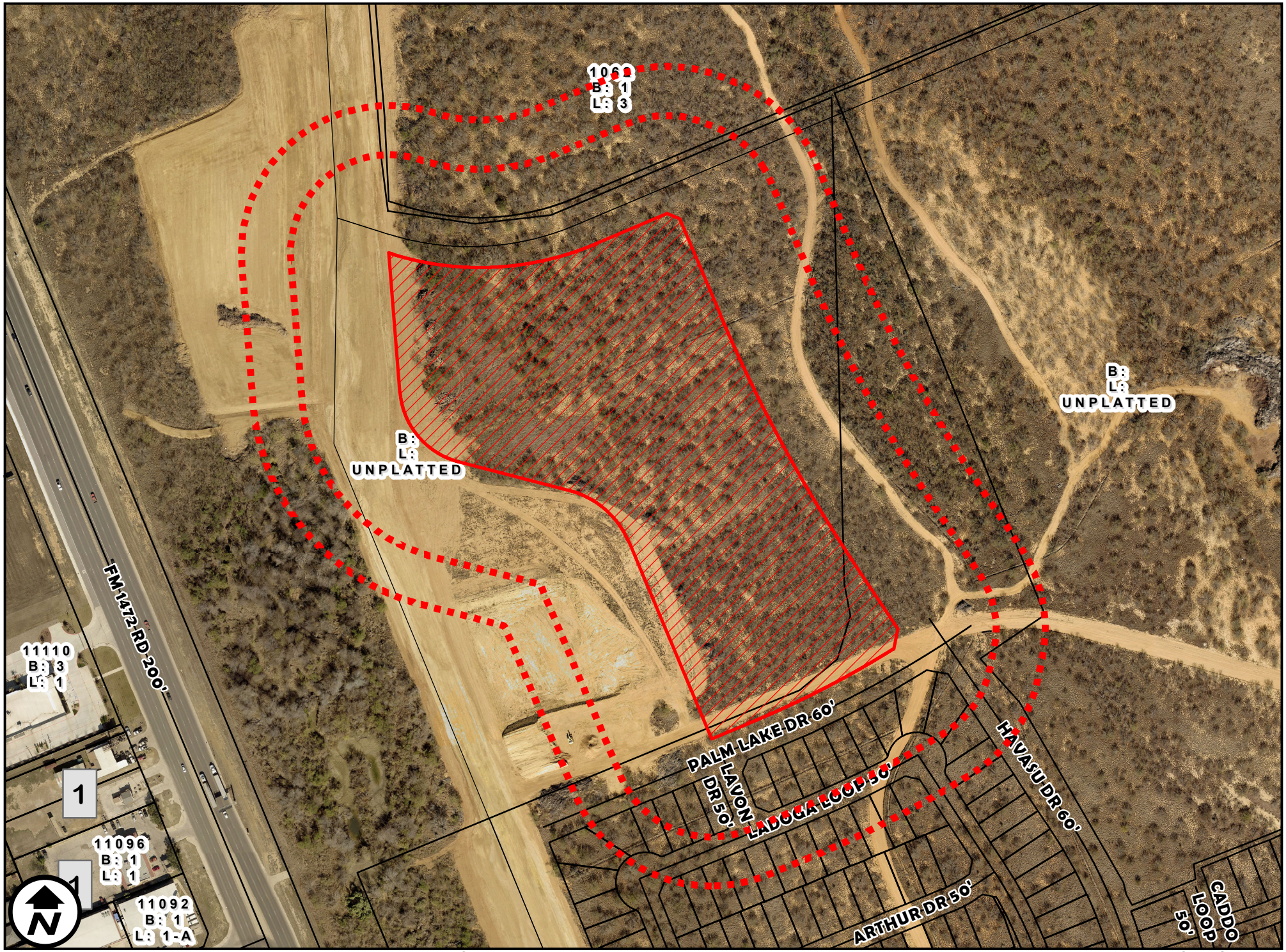
No, it is not anticipated to have a negative impact in the surrounding area or neighborhood.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes, the existing zone does not allow for multifamily residential uses as intended by the

applicant.

Attachments

Comp Plan Alignment
Maps
Zone Change Signage
Survey, Metes, & Bounds
Draft Ordinance

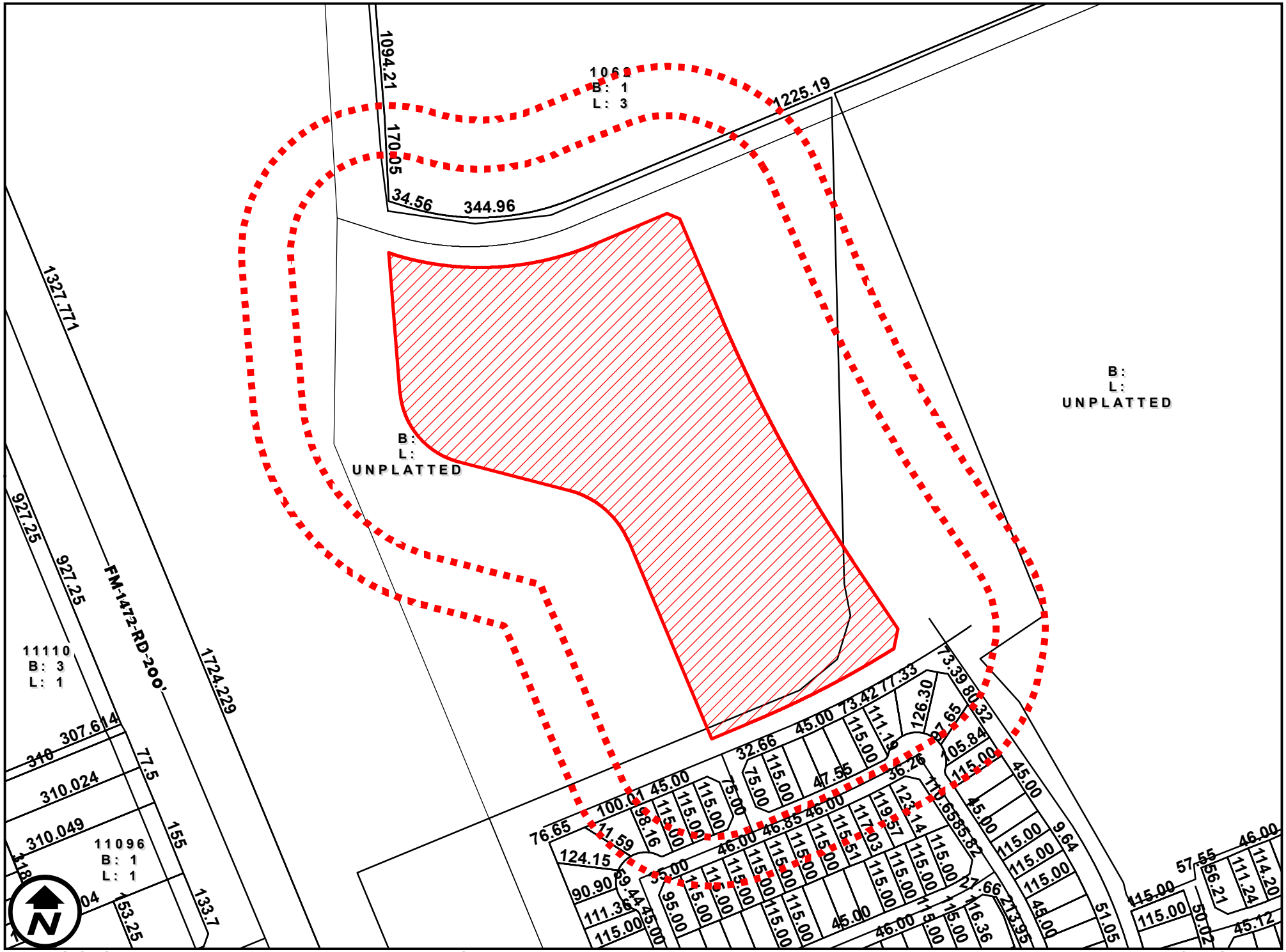


AERIAL MAP

1 inch = 250 feet

ZC-075-2025
COUNCIL DISTRICT 7
EAST OF FM 1472 AND NORTH OF RANCHO VIEJO DRIVE

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

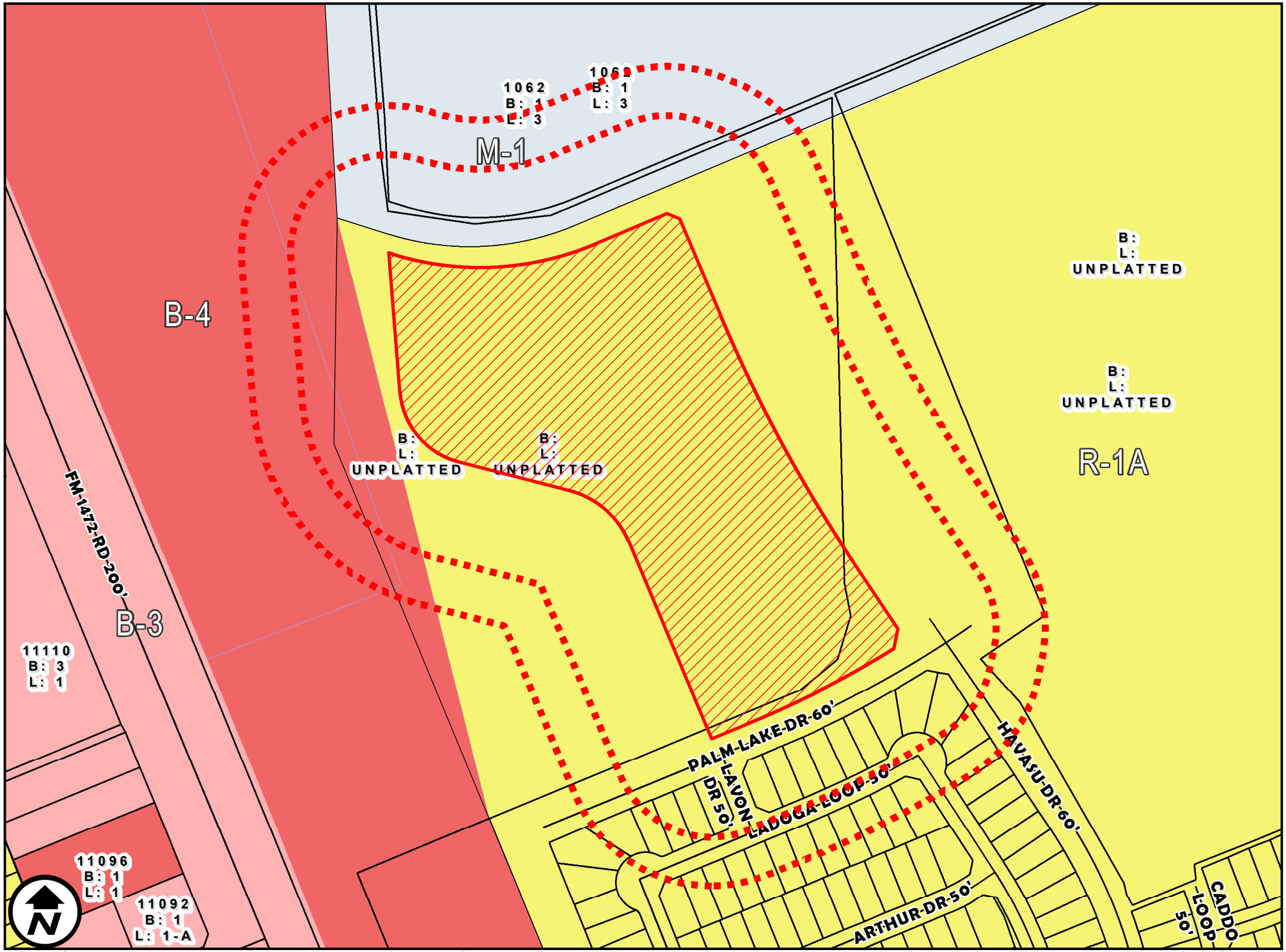


DIMENSIONS MAP

1 inch = 250 feet

ZC-075-2025
COUNCIL DISTRICT 7
EAST OF FM 1472 AND NORTH OF RANCHO VIEJO DRIVE

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

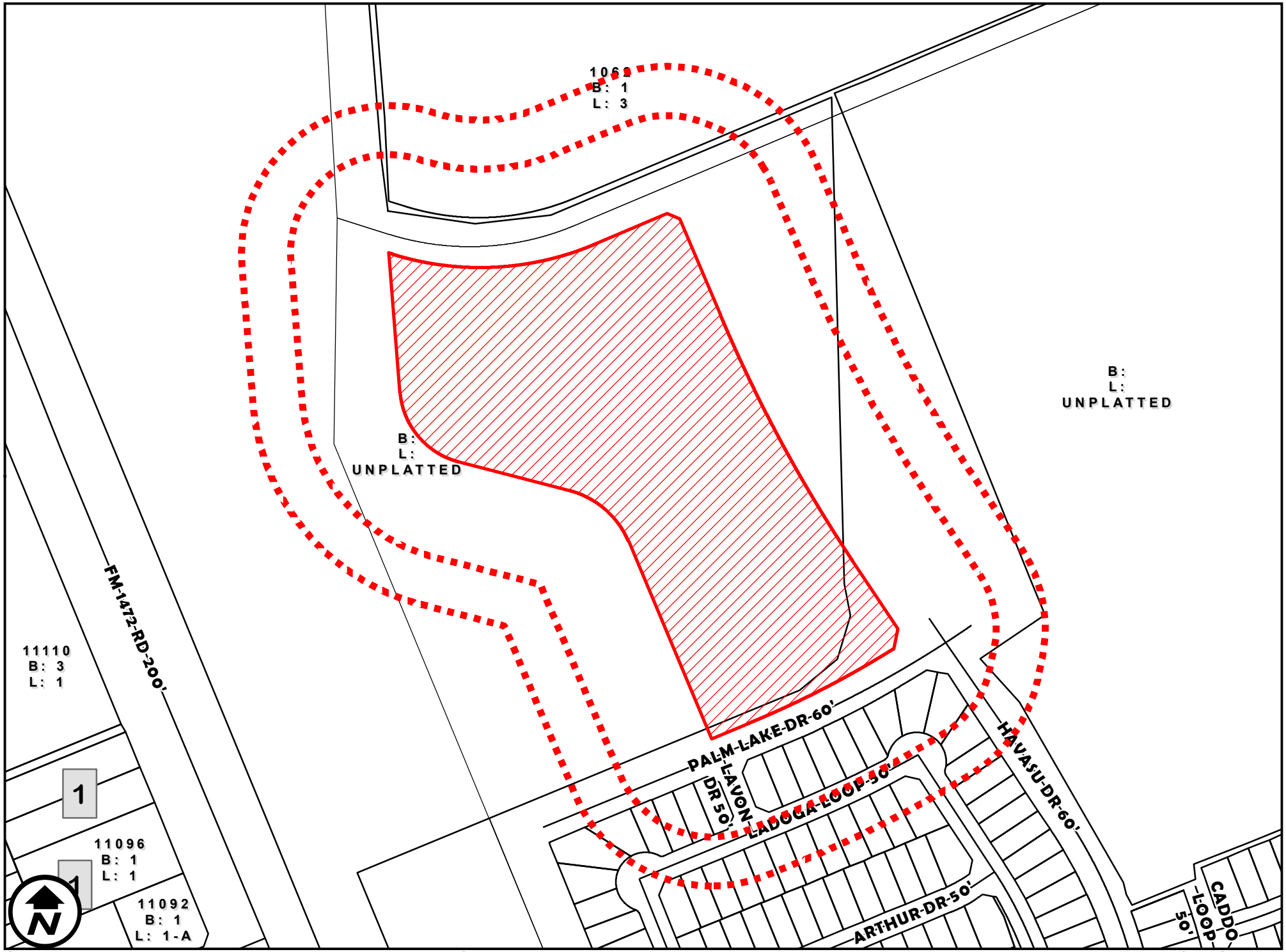


ZONING MAP

1 inch = 250 feet

ZC-075-2025
COUNCIL DISTRICT 7
EAST OF FM 1472 AND NORTH OF RANCHO VIEJO DRIVE

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

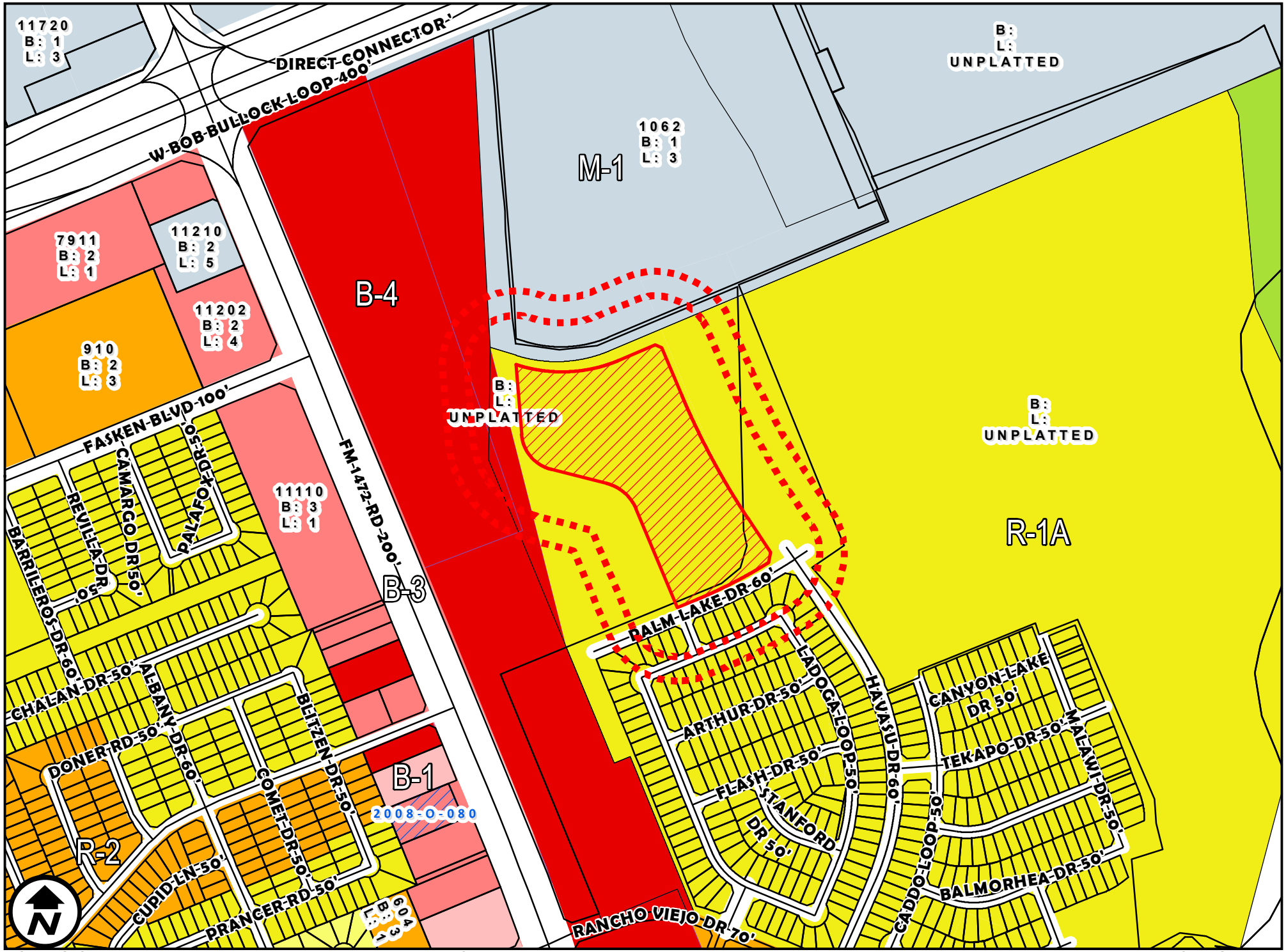


SURVEY MAP

1 inch = 250 feet

ZC-075-2025
COUNCIL DISTRICT 7
EAST OF FM 1472 AND NORTH OF RANCHO VIEJO DRIVE

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

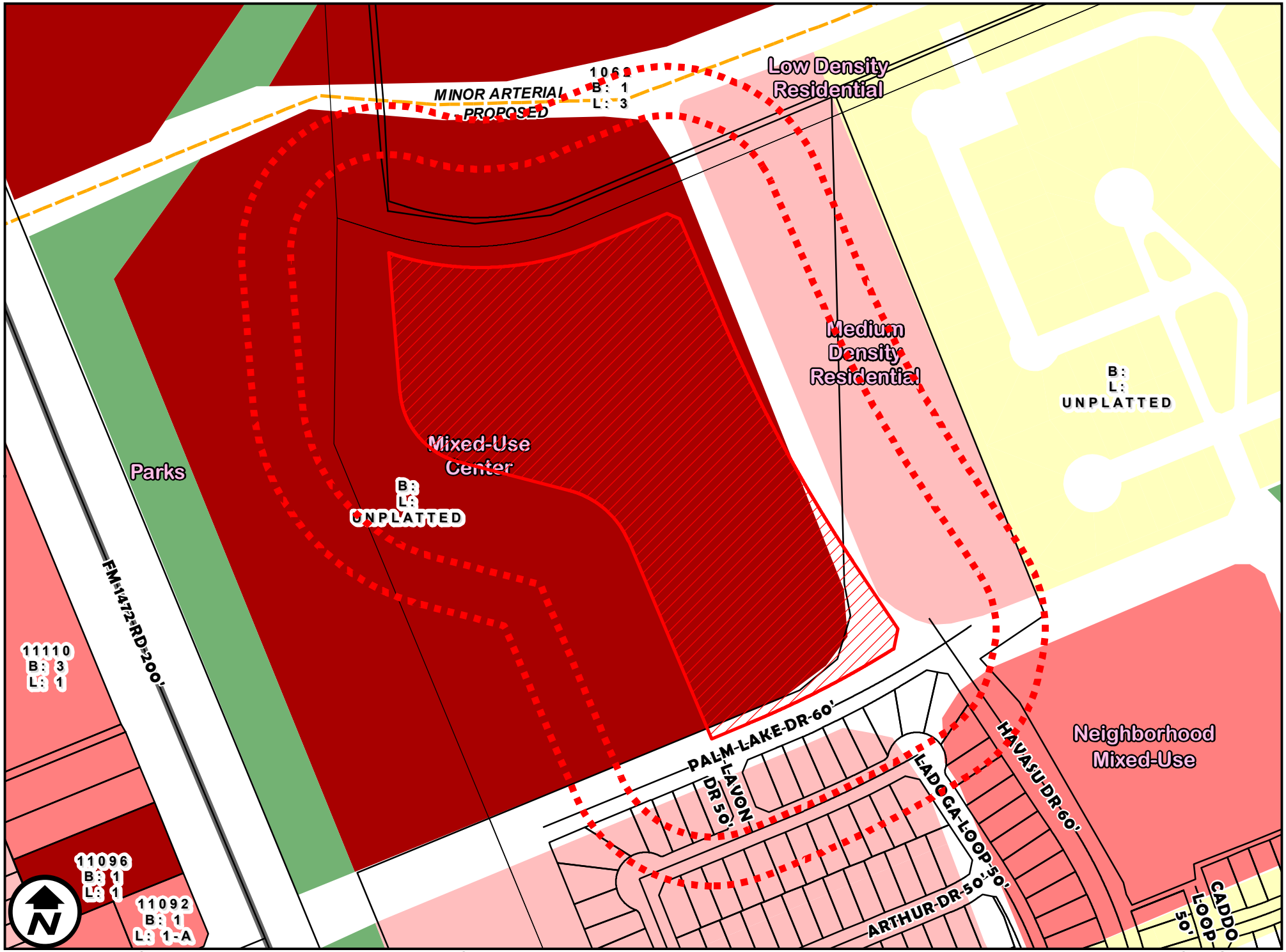


ZONING OVERVIEW

1 inch = 500 feet

ZC-075-2025
COUNCIL DISTRICT 7
EAST OF FM 1472 AND NORTH OF RANCHO VIEJO DRIVE

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) :
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

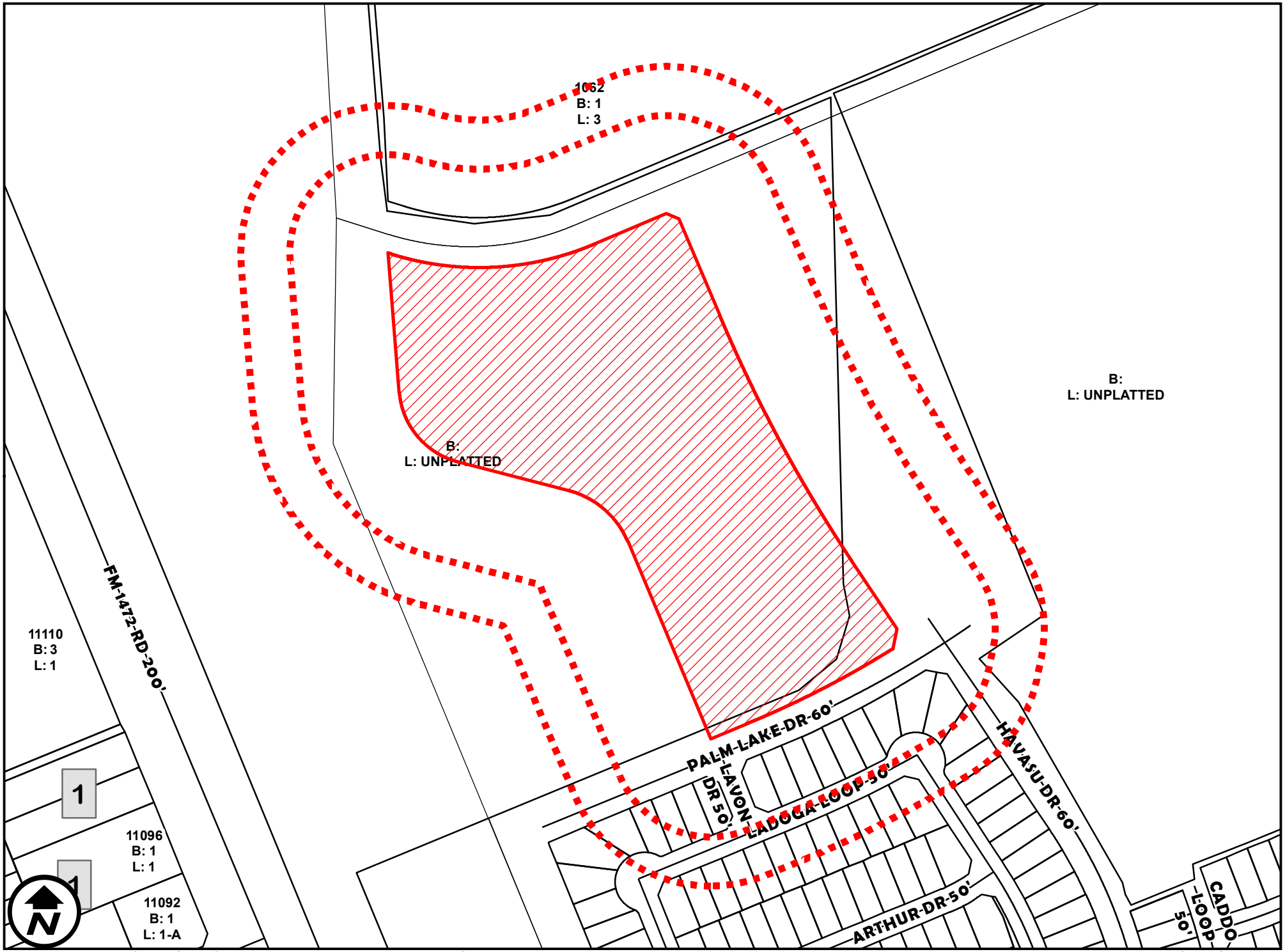


FUTURE LANDUSE

1 inch = 250 feet

ZC-075-2025
COUNCIL DISTRICT 7
EAST OF FM 1472 AND NORTH OF RANCHO VIEJO DRIVE

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)



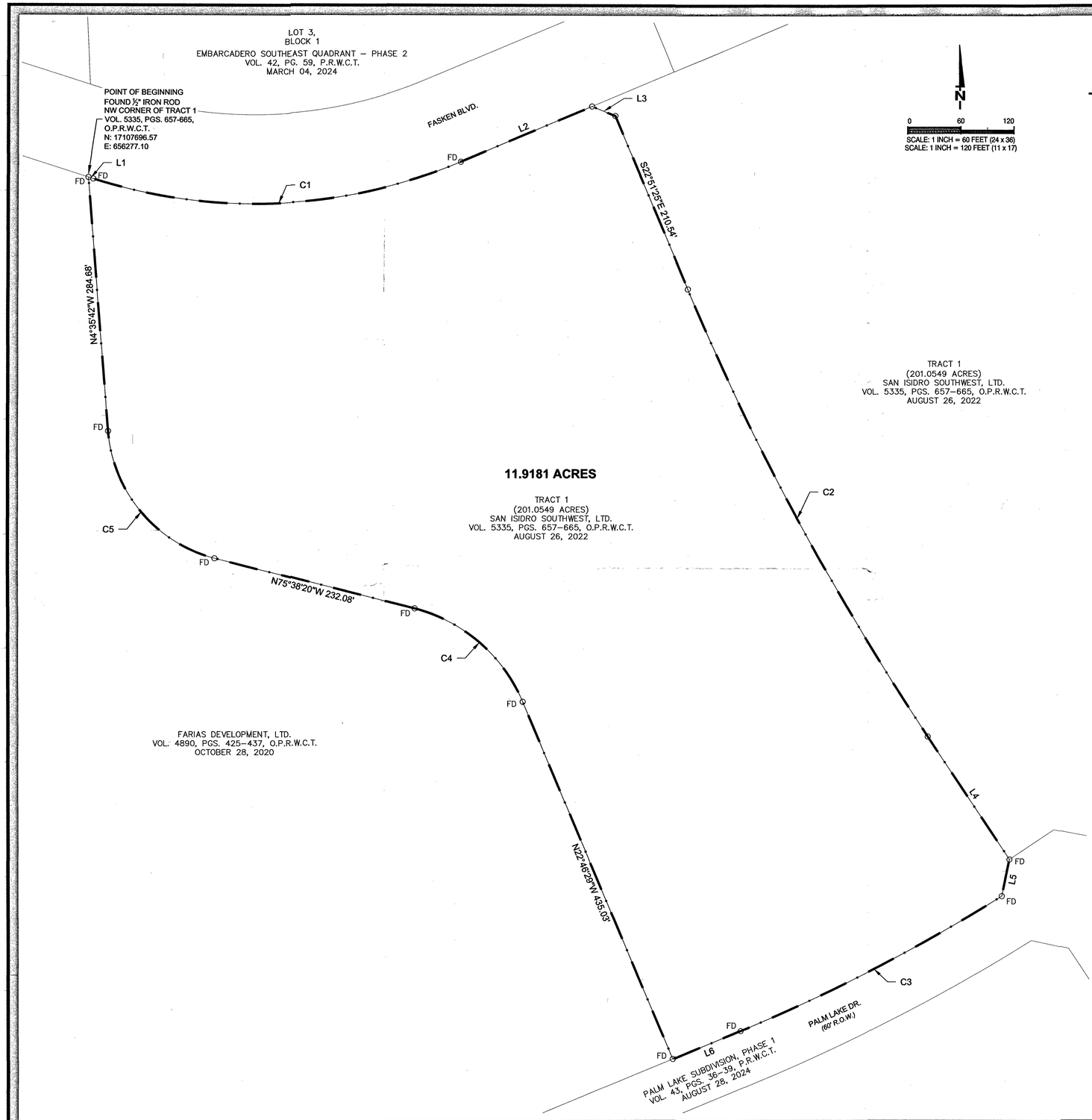
200' AND 300' NOTIFICATION

1 inch = 250 feet

ZC-075-2025
COUNCIL DISTRICT 7
EAST OF FM 1472 AND NORTH OF RANCHO VIEJO DRIVE

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

ZC-075-2025
ATTENTION
PROPOSED
ZONE CHANGE
FROM R-1A TO R-2
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613



N

0 60 120

SCALE: 1 INCH = 60 FEET (24 x 36)
SCALE: 1 INCH = 120 FEET (11 x 17)

SURVEY
OF
11.9181 ACRES, MORE OR LESS
BEING OUT OF
A 201.0549 ACRE TRACT OF LAND, RECORDED IN VOLUME 5335, PAGES 657-665, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS
SITUATED IN PORCION 21, ABSTRACT 49, LEONARDO GARCIA, ORIGINAL GRANTEE, WEBB COUNTY, TEXAS,

FD ○	FOUND ½ INCH IRON ROD
○	SET ½ INCH IRON ROD
— · —	PROPERTY LINE

LEGEND

Curve Table						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD LENGTH
C1	422.64'	600.00'	40.36°	220.51'	N87° 19' 21"E	413.95'
C2	571.09'	3030.00'	10.80°	286.39'	S28° 15' 23"E	570.25'
C3	331.33'	1970.00'	9.64°	166.06'	S62° 46' 28"W	330.94'
C4	166.08'	180.00'	52.86°	89.48'	N49° 12' 24"W	160.25'
C5	198.39'	160.00'	71.04°	114.22'	N40° 07' 01"W	185.92'

Line Table		
LINE	BEARING	LENGTH
L1	S72°29'53"E	5.66'
L2	N67°08'35"E	160.24'
L3	S67°51'25"E	28.28'
L4	S33°39'22"E	166.06'
L5	S11°55'55"W	41.99'
L6	S67°35'34"W	82.66'

SURVEY NOTES:

1.) THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION REPORT AND MAY NOT SHOW ALL EASEMENTS, SETBACKS, OR OTHER MATTERS OF RECORD.

BASIS OF BEARINGS:
GPS NAD83/NAVD88 TEXAS STATE PLANE 4205 COORDINATES, GRID

STATE OF TEXAS
COUNTY OF WEBB

I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5944, DO HEREBY CERTIFY THE SURVEY SHOWN HEREON TO BE TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

WITNESS MY HAND AND SEAL

STATE OF TEXAS
REGISTERED
ROBERT J. GILPIN
5944
PROFESSIONAL
LAND SURVEYOR

8.6.25

© ROBERT J. GILPIN, 2025

T.B.P.L.S. Firm Registration # 10193770
T.B.P.E. Firm Registration # F-23869
11204 MCPHERSON RD, STE 109
Laredo, Texas 78045
PHONE: 956.753.2010
FAX: 956.753.2215

GILPIN ENGINEERING COMPANY

DATE: 08-05-2025
REVISION:

11.9181 ACRES
LAREDO, TEXAS
BOUNDARY SURVEY

SHEET NO.
01 of 01

SBED-PALM-LAKE-PH3-MASTER.dwg
GILP-BLK.ctb
DRAWN BY: Y.O.
CHECKED BY: R.J.G.

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 11.91 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED "EXHIBIT A", LOCATED EAST OF FM 1472 AND NORTH OF RANCHO VIEJO DRIVE, FROM R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on approximately 11.91 acres, as further described by metes and bounds in attached "Exhibit A", located east of FM 1472 and north of Rancho Viejo Drive, from R-1A (Single Family Reduced Area District) to R-2 (Multi-Family Residential District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on October 02, 2025; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on October 20, 2025 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

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

Section 1: The Zoning Map of the City of Laredo is hereby amended on approximately 11.91 acres, as further described by metes and bounds in attached "Exhibit A", located east of FM 1472 and north of Rancho Viejo Drive, from R-1A (Single Family Reduced Area District) to R-2 (Multi-Family Residential District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 10/20/2025 **Public Hearing & Introductory Ordinance 9.**

SUBJECT
Authorizing the renewal amendment to grant a non-exclusive franchise to Pedro Pete Services, LLC to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public rights-of-way of the City of Laredo, Texas for purposes of constructing, maintaining and operating a commercial container refuse gathering and disposing service, setting forth terms and conditions to govern the franchise; providing a severability clause, a savings clause and an effective date. Franchise fees will be deposited in the General Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA
N/A

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The applicant has requested a nonexclusive franchise agreement from the City of Laredo for the purpose of operating a commercial container refuse gathering and disposal service. The applicant is renewing his nonexclusive franchise agreement with the City of Laredo.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Passage of the Ordinance

Fiscal Impact

Fiscal Year: 2025
Budgeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:
Franchise will pay 4% of gross revenues on a quarterly basis to general fund account 101-0000-381-1220.

ORDINANCE #

AUTHORIZING THE RENEWAL AMENDMENT TO GRANT A NON-EXCLUSIVE FRANCHISE TO PEDRO PETE SERVICES, LLC TO USE THE PRESENT AND FUTURE STREETS, AVENUES, ALLEYS, ROADS, HIGHWAYS, SIDEWALKS, EASEMENTS AND OTHER PUBLIC RIGHTS-OF-WAY OF THE CITY OF LAREDO, TEXAS FOR PURPOSES OF CONSTRUCTING, MAINTAINING AND OPERATING A COMMERCIAL CONTAINER REFUSE GATHERING AND DISPOSING SERVICE, SETTING FORTH TERMS AND CONDITIONS TO GOVERN THE FRANCHISE; PROVIDING A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 8.01 of the Laredo City Charter the right of control, ownership and use of streets and alleys is declared to be inalienable except as provided by ordinance passed by the Council; and,

WHEREAS, the City of Laredo is authorized by Section 8.02 of the Laredo City Charter to levy and collect franchise fees in accordance with the laws of the state of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, the attached franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City of Laredo requires in City Code Section 14.9 J that all collectors of municipal solid waste are required to enter into a franchise agreement with the City; and,

WHEREAS, Pedro Pete Services, LLC is engaged in the business of collection and transportation of solid waste within the City and has requested a franchise to use the City's rights-of-way; and

WHEREAS, Pedro Pete Services, LLC has agreed to the terms of the Solid Waste Franchise Agreement in return for the City's grant of a non-exclusive franchise to operate and maintain a solid waste collection service using the City's rights-of-way; and,

WHEREAS, the City Council of the City of Laredo is of the opinion that the granting of the franchise on the terms and conditions set forth in this Ordinance and its Exhibit "A" are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power.

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

Section I. The facts, findings and recitations set out in the preamble of this Ordinance are hereby adopted and made a part of this Ordinance the same as if they were recited in full.

Section II. The terms and conditions of the Non-Exclusive Franchise Agreement under which Pedro Pete Services, LLC shall be granted the non-exclusive rights to provide solid waste collection and

disposal services are found to be acceptable and in the best interests of the City and its citizens, and are hereby in all things approved.

Section III. The City Manager, or his designee, is hereby authorized to execute the Non-Exclusive Franchise Agreement and all other documents in connection therewith on behalf of the City, substantially according to the terms and conditions set forth in the Agreement.

Section IV. Any provision of any Ordinance of the City of Laredo, Texas, codified or uncodified, in conflict with the provisions of this Ordinance is hereby repealed, and all other provisions of the Ordinances of the City of Laredo codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section V. Pursuant to Section 8.03 of the Laredo City Charter, this Ordinance shall be read at three (3) separate regular meetings of the City Council; shall not be finally passed until thirty (30) days after its first reading; and shall not take effect until sixty (60) days after its final adoption.

Section VI. The City Secretary, or his designee, is directed to publish the full text of this Ordinance at the expense of prospective franchise holder, Pedro Pete Services, LLC., in a newspaper of general circulation within five (5) days following each of the readings thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF_____2025.

_____
DR. VICTOR D. TREVIÑO,
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH T. NGUYEN
CITY ATTORNEY

NON-EXCLUSIVE FRANCHISE AGREEMENT

STATE OF TEXAS §

COUNTY OF WEBB §

This Non-Exclusive Franchise Agreement ("Agreement") is entered into on this__day of _____between the City of Laredo, a home rule municipal corporation, (hereinafter "GRANTOR") and Pedro Pete Services, LLC a Texas limited liability company with its principal place of business in Laredo, Texas (hereinafter "GRANTEE"), both acting by and through their duly authorized agents and representatives.

RECITALS

WHEREAS, the City desires to provide commercial establishments within its corporate city limits with Solid Waste and Recyclable Materials collection, transport and disposal services by engaging an independent contractor to perform such services; and

WHEREAS, the City desires to engage Contractor to provide the services set out herein and Contractor desires to render the services provided for herein in accordance with the terms and conditions more specifically described hereunder.

NOW, THEREFORE, in consideration of the terms, conditions and covenants herein contained and other good and valuable consideration, the Parties mutually agree as follows:

I. FRANCHISE GRANT

GRANTOR does hereby grant to GRANTEE, its successors and assigns, the non-exclusive right, privilege and franchise to construct, maintain and operate a commercial container refuse gathering and disposing service within the City of Laredo, and for that purpose to have, acquire, construct, maintain and operate in and upon the present and, future streets, alleys, highways, parkways and

other public places of the City of Laredo a service of commercial container refuse gathering vehicles and the necessary or desirable appurtenances to be located on private property only in order to supply refuse gathering and disposal services to the City of Laredo, and the inhabitants hereof for the considerations and subject to the conditions, terms, duties, obligations, and limitations expressed in this Ordinance.

II. TERM

The franchise herein granted shall take effect upon the expiration of sixty (60) days following the date of final adoption. Prior to becoming effective, the franchise must be accepted by the GRANTEE in writing who must have filed it with the City Secretary of the City of Laredo within five (5) days after final adoption of this ordinance. If the GRANTEE shall faithfully comply with all the terms and faithfully perform all of the duties and obligations, and faithfully observe and recognize all the limitations and regulations contained in this ordinance and in the valid ordinances of this City relating to the conduct of GRANTEE's business adopted hereunder or under the police powers of the City, then the rights, franchise and privileges herein granted shall be for a term of Ten (10) years ending at midnight on the_____day of_____, 2035.

III. FRANCHISE FEE

A. In consideration of the grant of the franchise herein, GRANTEE agrees to pay the GRANTOR on the twentieth (20th) day of each quarter, said quarters to begin on the first day of the months of January, April, July and October, a sum equal to four percent (4%) of gross receipts received by the GRANTEE for its services within the limits of the City of Laredo.

B. In consideration of the grant of the franchise for the term herein specified, it is mutually agreed by both GRANTEE and GRANTOR that said percentage of gross receipts is subject to review

by GRANTOR every two years and GRANTOR reserves the right to increase said percentage of gross receipts according to factors and circumstances present at the time of review, including but not limited to: the percent change in the Consumer Price Index (CPI) from the preceding calendar five year's average, specifically defined as the Consumer Price Index (U.S. Average, All Urban Consumers, AU Items) 1982-84 = I 00 base as compiled by the Bureau of Labor Statistics, the increase in GRANTEE customer base, the state of the economy, the amount of GRANTEE'S vehicles traversing GRANTOR'S roadways, and the fee paid to other comparable communities.

C. Said payment is for the use of the GRANTOR's streets, alleys and rights-of-way.

D. It is agreed that the payment of such percentage of gross receipts each year shall be charged by GRANTEE as items of operating expense for rate making purposes, and shall never be considered as a cost of the franchise herein granted in any determination of rates in the future.

E. Provided further, that payments herein provided do not relieve GRANTEE from the payment of ad valorem taxes, special assessments, charges, or other fees applicable to the public generally and nothing in this section shall be construed to be a breach or in any way affect the power of the GRANTOR to impose all ad valorem taxes on any and all property of the GRANTEE which may be lawfully subject to taxation.

F. It is understood and agreed that any lawful amount which may 5be or become due by the GRANTEE to the GRANTOR, under the terms of this franchise, as well as any and all lawful ad valorem taxes which may be imposed and become due and payable to the GRANTOR upon property of the GRANTEE situated in the City of Laredo shall be paid when due and failure to pay said sum or sums of money due the GRANTOR shall be grounds for revocation of this franchise at the sole option of the City Council of the City of Laredo.

IV. SERVICE RATES

A. GRANTOR retains full and complete powers within the limits of the Constitution and laws of this State, to approve by ordinance from time to time throughout the life of this franchise a reasonable price for services to be rendered by GRANTEE hereunder.

B. The initial service fee to be charged by GRANTEE is herein fixed by this Ordinance. Monthly service charge per month, per customer, per container, per weekly pick-up plus the installation fee.

C. A complete schedule of monthly service charges for customer service to be rendered by GRANTEE is attached to this ordinance as **Exhibit "A"** and made a part hereof.

Roll Off Services:

Roll-off Dumpsters: Sizes	Delivery Fee	Pickup Fee	Landfill Fee
15 Yard	$50.00	$110.00	$51.50 per ton
20 Yard	$50.00	$135.00	$51.50 per ton
30 Yard	$50.00	$165.00	$51.50 per ton
40 yard	$75.00	$225.00	$51.50 per ton

Front Load Services:

Sizes	Delivery Fee	Service Fee
2 Yard	$50.00	$75.00
4 Yard	$50.00	$135.00
8 Yard	$75.00	$185.00

*Service Fees are for one pick-up per week

Plus all applicable taxes

D. It is agreed and understood by the parties that GRANTEE may increase the price for services rendered by GRANTEE hereunder without City Council approval only if the amount increased corresponds to an increase in landfill fees by the GRANTOR to the extent that such increase in the price of services rendered by GRANTEE is proportioned to offset as exactly as possible the cost of the landfill fee increase to the GRANTEE considering the difference in GRANTEE'S average gross receipts and the cost of landfill fees paid to the GRANTOR for average tonnage of refuse disposed for the previous twelve (I 2) months prior to the enactment of the increase by GRANTOR.

V. SERVICE AREA

The terms of this franchise are applicable to the operations of the GRANTEE within the City Limits of the City of Laredo in serving those customers or areas which the GRANTOR now services or hereafter serves within the City Limits in the future.

VI. REQUESTS FOR SERVICE

The GRANTEE shall, where necessary to supply any person(s), firm, corporation, association or entity who will contract with GRANTEE to use its commercial container refuse gathering and disposal services within the limits of the City of Laredo, and who have made written demand therefore and is not delinquent in the payment of collection charges due GRANTEE, construct the necessary service facilities on the property of each such person within one hundred eighty (180) days after such written demand therefore, unless prevented by causes beyond the control of the GRANTEE.

VII. RECORDS

A. The GRANTEE shall be required during the term of this franchise, or any extension thereto, to keep, and maintain in the City of Laredo complete books and records of the business carried on by

it in the City and showing its entire receipts, expenses and disbursements in connection with such business, route list by driver, which books and records shall be kept by competent accountants in the manner prescribed or approved by the City Council.

B. GRANTEE is required to keep and maintain in the City of Laredo during the life of this franchise, or any extension thereto, a complete inventory of its vehicles such as refuse front loaders, roll off trucks, containers and all other refuse equipment situated in the City of Laredo, showing the value thereof and its investments therein.

C. Said books, records, daily route list by driver and inventory shall be made available for inspection and verification by the City Council or any authorized official of the City of Laredo at their request.

D. City Council or any authorized official of the City of Laredo shall have the right at any reasonable time to audit the books, records or inventory of GRANTEE.

E. GRANTEE shall file full and complete reports with GRANTOR along with the franchise fee on the twentieth (20th) day following the end of each quarter, beginning the first day of the months of January, April, July and October, on the following:

1). A list of all existing commercial accounts served, including customer name, address, frequency, pick-up, size of container (in cubic yards) or type of service and charge for same.

2). A list of all new commercial accounts served, including customer name, address, frequency pick-up, size of container (in cubic yards) or type of service and charge for same, a pickup routing list by customers. Old and new routing lists must be kept on file.

3). Names and addresses of commercial customers dropped from service for any reason and the reason, if available, that such customer was dropped from service.

4). A balance sheet showing the total gross receipts within the City of Laredo starting at a beginning and ending date for the previous quarter.

5). A statement by an authorized official of GRANTEE, under oath, attesting to and duly verifying the accuracy of all items covered in this section.

F. GRANTEE shall file a full and complete report with GRANTOR before the first day January every year on the following a list of all vehicles used in providing service and all vehicles which have been added to or removed from providing such service. Such list shall include state license number, year, make, model, and manufacturer's rated capacity for each vehicle.

G. GRANTOR may require the keeping of additional records or accounts reasonably necessary to determine the GRANTEE's compliance with the terms of this Agreement.

H. GRANTOR shall have the right to inspect GRANTEE's records, accounts and financial and operating information, including, but not limited to, customer lists, contracts and any other information clearly designated by the GRANTEE to be confidential or proprietary for the purpose of review to determine the GRANTEE's compliance with this franchise agreement. GRANTOR will not reproduce any confidential information not specifically required for documentation of audit issues. In the event that the GRANTOR requests a copy of confidential information, the GRANTEE may redact the customer name, service and billing addresses (other than zip code) and telephone number from any copy of confidential information provided to the GRANTOR, provided, however, that the GRANTEE shall retain the un-redacted original of the confidential information until notified by the GRANTOR of the close of the audit and shall provide the City with an un-redacted copy of confidential information upon request of the GRANTOR in the event of an audit dispute. If the GRANTEE fails or is unable to provide an un-redacted copy of confidential information to the

GRANTOR during an audit dispute, any issue with regard to the unavailable information shall be resolved in favor of the City. GRANTOR shall not disclose any confidential information reproduced for documentation of audit issues unless the City has received a request to review or copy confidential information under the Texas Public Information Act or related law (the "Act"). Upon receipt of such request, the City shall notify the GRANTEE that a request to review or copy confidential information has been submitted to the City.

VIII. PLACEMENT OF CONTAINERS

The location and placing of containers and other instrumentalities by the GRANTEE shall at all times be on private property only, and no containers or other instrumentalities shall be placed on public streets, sidewalks, or within the street right of way area.

IX. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

A. GRANTEE shall conform and comply with all city, county, state and federal laws, ordinances, provisions of the Charter of the City of Laredo, rules and regulations now in force and that may hereafter be adopted pertaining to the subject matter of this Ordinance. Nothing in this ordinance shall be construed in any manner to abridge the right of GRANTOR to pass or enforce necessary police, health, or safety regulations for the protection of its inhabitants.

B. All equipment and vehicles and all construction, disposal and other work done by the GRANTEE in the operating of its business shall comply with all laws, rules and regulations of the State of Texas and of the United States of America imposed upon the refuse gathering or disposal of refuse by the GRANTEE and/or the GRANTOR.

X. INDEMNIFICATION

THE GRANTEE HEREBY RELEASES AND DISCHARGES THE CITY FROM AND FURTHER COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, OFFICERS, DIRECTORS, OFFICIALS, LEGAL REPRESENTATIVES, EMPLOYEES, AND ASSIGNS (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") FROM ANY AND ALL FINES, DEMANDS, DAMAGES, INJURIES OR CLAIMS AND CAUSES OF ACTION ARISING BY REASON OF OR IN CONNECTION WITH:

(A) THE ACTUAL OR ALLEGED ERRORS, INTENTIONAL ACTS, OMISSIONS OR NEGLIGENT ACTS OF THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY GRANTEE TO PERFORM UNDER THIS FRANCHISE) RELATING TO THIS FRANCHISE; OR

(B) ANY ACTION OR FAILURE TO ACT BY THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY THE GRANTEE TO PERFORM UNDER THIS FRANCHISE IN CONNECTION WITH THE SYSTEM OR THIS FRANCHISE; OR

(C) ANY ACTUAL OR ALLEGED NEGLIGENT ACTS OR OMISSIONS OF THE CITY (INCLUDING WITHOUT LIMITATION, THE CITY'S CONCURRENT OR SOLE NEGLIGENCE) IN ANY WAY RELATING TO THE ISSUANCE OR ADMINISTRATION OF THIS FRANCHISE, INCLUDING WITHOUT LIMITATION, THE CITY'S RECEIPT

OF INSURANCE POLICIES, ANY CITY APPROVALS OF ASSIGNMENTS AND ANY OTHER SIMILAR ACT OF THE CITY IN CONNECTION WITH FULFILLING ITS DUTIES OR ENABLING THE GRANTEE TO BENEFIT FROM THE RIGHTS ALLOWED UNDER THIS FRANCHISE. THIS INDEMNITY CLAUSE SHALL APPLY TO THE GRANTEE WHETHER THE GRANTEE IS IMMUNE FROM LIABILITY OR NOT AS TO ANY MATTERS ARISING UNDER THIS INDEMNITY PROVISION FOR WHICH THE GRANTEE HAS AGREED TO INDEMNIFY THE CITY. GRANTEE'S LIABILITY UNDER THIS INDEMNITY CLAUSE IS SEPARATE FROM ITS DUTIES UNDER THE INSURANCE PROVISIONS OF THIS AGREEMENT.

XI. INSURANCE

GRANTEE shall procure, maintain and file with the City Secretary insurance as follows:

A. Workers Compensation. GRANTEE shall furnish a certificate of insurance indicating workers compensation coverage as required by the State of Texas.

B. Automobile Liability Insurance. GRANTEE shall carry in its own name, a policy in comprehensive form to insure the automobile liability of its operation with limits to not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury and, in addition, not less than One Hundred Thousand ($100,000.00) property damage. This policy shall name GRANTOR as an additional insured and provide for thirty (30) day notice to GRANTOR prior to cancellation. A certification of insurance showing such coverage shall be filed before the effective date of this franchise, and it shall be maintained in force during the term of this franchise and any extension.

C. General Liability. GRANTEE shall carry, in its own name, a comprehensive liability insurance policy including contractual coverage for operations other than automobile with limits of

not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, and One Hundred Thousand Dollars ($100,000.00) per occurrence for property damage. The policy shall name the GRANTOR as a named insured and provide for thirty (30) day notice to GRANTOR prior to cancellation. A certificate of insurance certifying such coverage shall be filed before the effective date of this franchise and maintained in force during the term the franchise and any extension thereto.

XII. SERVICE STANDARD AND EQUIPMENT

GRANTEE shall maintain and operate its collection system and equipment in good order to render efficient service subject to the terms of this franchise. GRANTEE shall obtain and maintain in good working order sufficient equipment to provide regular service throughout the City of Laredo. The trucks used in the collection of garbage or refuse shall be all metal, water tight, and shall be equipped with closed bodies equipped with hydraulically operated devices for compacting collected garbage and meet all federal and state laws and regulations and are subject to approval by GRANTOR. GRANTEE shall not litter premises in the process of making collections nor allow any refuse to blow at all from any vehicle used for collection. Collection vehicles and all containers shall be painted and numbered and shall have the GRANTEE'S name and telephone number painted in letters of a contrasting color. All vehicles and containers shall be kept in a clean and sanitary condition.

XIII. LANDFILL FACILITIES

A. GRANTEE agrees to use only the city municipal solid waste facilities for disposal or processing of municipal solid waste and industrial solid waste including but not limited to the city sanitary landfills, and other city municipal solid waste facilities such as transfer stations, to discharge municipal solid waste and industrial solid waste as defined in 30 TAC §330.2, that GRANTEE shall collect from its customers. GRANTEE shall pay all landfill fees on time associated with said use. It

is specifically understood, however, that the City is under no obligation to furnish sanitary landfills or other municipal solid waste disposing facilities to the GRANTEE. GRANTEE is granted a privilege to use the city municipal solid waste disposing and processing facilities. The permit granted to the GRANTEE is limited to the facilities normally operated by the GRANTOR for all municipal solid waste disposals or processing. If the GRANTOR'S facilities for any reason is not available for use, either temporarily or permanently, as determined by the City Council of the City of Laredo, or by any prohibited solid waste which cannot be accepted by the facilities, as determined by 30 TAC §330 or amended or replacement by a new section of TCEQ, the GRANTOR shall be under no obligation to furnish to the GRANTEE sanitary landfills, or any other municipal solid waste disposing and processing facilities.

B. GRANTEE, in its operation, shall comply with all requirements of the City of Laredo and the department of the city operating the city landfill or refuse disposal site including but not limited the hours designated for receiving refuse at the disposal site.

C. GRANTEE is considered a generator and transporter of waste and may be subject to environmental liability.

XIV. ASSIGNMENT

This franchise shall not be assigned without the prior consent of the City Council as expressed in an Ordinance passed by the Council. If consent is given, the terms of this franchise shall be binding upon and insure to the benefit of the parties hereto and their respective administrators, successors, and assigns.

XV. NOTICES

All notices, payments, reports, statements or demands, which are given or made to either GRANTEE

or GRANTOR, as provided for in this ordinance, or incident to its terms, or in the exercise of the police power of the City, may be affected by personal delivery in writing or by certified mail, postage prepaid. Mailed notices shall be addressed to the Parties at the addresses below, but each Party may change its address by written notice in accordance with this section.

GRANTOR: **City of Laredo**
c/o City Manager
P. O. Box 579
Laredo, Texas 78042

GRANTEE: **Pedro Pete Services, LLC**
c/o Pedro Gonzalez IV
1317 Lois Lane
Laredo, TX. 78045

XVI. OFFICE

GRANTEE shall establish and maintain an office with telephone service and shall keep said office open for business from 9:00 a.m. to 5:00 p.m. each and every day except for Saturday, Sunday and holidays which are recognized by the City for its general employees. Any telephone call received by GRANTEE shall be given prompt and courteous attention.

XVI. INTERRUPTION OF SERVICE

In the event that service shall be interrupted for any reason for more than forty-eight (48) hours, GRANTOR shall have the right to make temporary independent arrangements for the purposes of continuing this necessary service to its residents in order to provide or protect the public health and safety. If the interruption in service mentioned herein continues for a period of seventy-two (72) hours, GRANTOR shall have the right to terminate the rights and privileges granted in this franchise.

XVII. DEFAULT AND TERMINATION

A. The occurrence of any of the following shall be an event of default under this Agreement:

1). The GRANTEE has failed or refused to perform or observe the terms, provisions, conditions or covenants in this Agreement, or has wrongfully failed or refused to comply with the instructions of GRANTOR.

2). The GRANTEE has failed to comply with all local, state and federal laws governing the service provided under this Agreement, or GRANTEE's loss of or failure obtain any license, permit, and certification lawfully required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the GRANTEE's operations under this Agreement or pay any fee associated therewith; or

4). Filing by the GRANTEE of a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property. In the event that any bankruptcy, insolvency, reorganization, receivership, or similar proceeding is instituted by or against GRANTEE, or in the event GRANTEE makes an assignment for the benefit of creditors, the GRANTEE shall not assert or list this Agreement as an asset of such action.

B. If the GRANTEE defaults under section A above for a period of 30 days after the GRANTEE has been notified in writing by the City to cure the specific alleged violation or failure to comply, then the City may follow the procedures set forth herein to declare that all the GRANTEE's rights and privileges granted by this Agreement are terminated subject to City Council ratifying ordinance; provided that if the GRANTEE is alleged to be in violation of any material provision of this Agreement other than the payment of any fee due hereunder and if the GRANTEE commences efforts to cure the alleged violation(s) within 30 days after receipt of written notice and shall

thereafter prosecute the curative efforts with reasonable diligence until the curative efforts are completed, then the alleged violation(s) shall not be deemed a default and the City will take no further action at that time.

C. The City may terminate this Agreement for an uncured default after notice and opportunity to cure as provided in sections A and B above. Termination is final upon the effective date of City Council adoption of a City ordinance ratifying the termination. The City's written notice of default and opportunity to cure under section B above shall recite that City Council may vote on an ordinance to terminate this Franchise upon the expiration of 30 days from the date of the notice and shall include the causes and reasons for termination. The GRANTEE shall be provided the opportunity to appear before the City Council prior to the City Council's consideration of an ordinance to terminate this Franchise. Notice of the time, date, and place when the GRANTEE may appear before the City Council shall comply with the Texas Open Meetings Law, Chapter 551 of the Texas Government Code. Upon any termination of this Franchise, all amounts owed by the GRANTEE to City shall immediately become due and payable and GRANTEE's obligation to pay such sums shall survive the termination of this Agreement.

D. In the event of an uncured noticed default hereunder, the City, at its sole option and discretion and without waiving such uncured default, may determine to: (a) maintain this Agreement in full force and effect and file suit against GRANTEE; (b) or pursue such other remedies as may be available to the City at law or in equity.

XVIII. LIQUIDATED DAMAGES

A. THE GRANTEE EXPRESSLY AGREES THAT THE ACTUAL DAMAGES THAT MIGHT BE SUSTAINED BY THE CITY BY REASON OF THE GRANTEE'S VIOLATION OF THIS AGREEMENT ARE UNCERTAIN AND WOULD BE DIFFICULT TO ASCERTAIN, AND THAT PAYMENT SPECIFIED HEREIN REPRESENTS REASONABLE LIQUIDATED DAMAGES TO THE CITY FOR THE VIOLATION. IN ADDITION TO ANY OTHER REMEDIES OTHERWISE AVAILABLE TO THE CITY FOR VIOLATIONS OF THIS AGREEMENT THE CITY MAY CHARGE TO AND COLLECT FROM GRANTEE THE FOLLOWING LIQUIDATED DAMAGES:

1). FOR FAILURE TO PROVIDE DATA, DOCUMENTS, REPORTS OR INFORMATION OR TO COOPERATE WITH THE CITY DURING AN AUDIT PURSUANT TO SECTION VII. ABOVE, THE CITY'S DAMAGES SHALL BE $100.00 PER DAY.

2). FOR FAILURE OF THE GRANTEE TO COMPLY WITH THE PAYMENT PROVISIONS OF THIS AGREEMENT, THE CITY'S DAMAGES SHALL BE $200.00 PER DAY.

3). FOR FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT FOR WHICH A PENALTY IS NOT OTHERWISE SPECIFICALLY PROVIDED, THE CITY'S DAMAGES SHALL BE $100.00 PER DAY.

B. GRANTOR MAY IMPOSE LIQUIDATED DAMAGES HEREUNDER UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE GRANTEE, IF AT THE EXPIRATION OF THE THIRTIETH DAY THE GRANTEE HAS FAILED TO EITHER REMEDY THE VIOLATION OR MAKE ARRANGEMENTS TO DO SO.

C. ANY PAYMENTS DUE TO THE CITY UNDER THIS SECTION SHALL NOT BE CONSIDERED FRANCHISE FEES NOR SHALL THE PAYMENTS BE OFFSET AGAINST THE PAYMENTS REQUIRED PURSUANT TO SECTION IV HEREIN.

XIX. VENUE

This agreement shall be governed by the laws of the State of Texas as to both interpretation and performance. Any and all legal action necessary to enforce this agreement will be held in Webb County, Texas.

XX. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this ordinance, or the application of same to any person or set of circumstance, except for section 5 herein, is for any reason held to be unconstitutional, void, invalid or for any reason unenforceable, the validity of the remaining portion of this ordinance or its application to other person or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Laredo in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, void or invalidity, and all provisions are declared severable for that purpose.

XXI. CAPTIONS

Captions contained in this Franchise are for reference purposes only, and therefore will be given no effect in construing this Franchise and are not restrictive of the subject matter of any section of this Franchise. Any reference to gender shall include the masculine, feminine and neutral.

XXII. NON-WAIVER

Failure of either party hereto to insist on the strict performance of any of the terms and conditions

or to exercise any rights or remedies accruing hereunder upon a default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy accruing as a result of any future default or failure of performance. Waiver of the City's rights hereunder may only be affected by a written instrument signed by the Director or Grantee, and approved by City Council.

XXIII. SAVINGS CLAUSE

All rights and remedies of the City of Laredo are expressly saved as to any and all of the provisions of any ordinances which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

XXIV. WRITTEN AMENDMENT

This Agreement may be amended only by an ordinance duly adopted by the City Council.

XXV. EFFECTIVE DATE

This Franchise, having been published as required by the Charter of the City of Laredo, shall become effective on the 61st day following its final adoption by the City Council.

ACCEPTED AND AGREED TO ON BEHALF OF Pedro Pete Services, LLC

By: _____

Pedro Gonzalez IV
Printed Name of Officer or Authorized Person:
Title:_____
(Capacity of Signer)

Dated this___day of_____, 2025.

STATE OF TEXAS §
§
COUNTY OF WEBB §

I, Mario I. Maldonado, Jr. City Secretary of the City of Laredo, Texas, hereby certify that the above and foregoing acceptance was received and filed in the office of the City Secretary of the City of Laredo on the_____day of 2025.

EXECUTED under my hand and official seal of the City of Laredo in the said City this _____day of_____, 2025.

_____
Mario I. Maldonado, Jr.
City Secretary

(SEAL)

_____

Joseph W. Neeb
City Manager

APPROVED AS TO FORM:

_____
Doanh T. Nguyen,
City Attorney

Exhibit A

Roll Off Services:

Sizes	Delivery Fee	Pickup Fee	Landfill Fee
15 Yard	$50.00	$110.00	$51.50 per ton
20 Yard	$50.00	$135.00	$51.50 per ton
30 Yard	$50.00	$165.00	$51.50 per ton
40 yard	$75.00	$225.00	$51.50 per ton

Front Load Services:

Sizes	Delivery Fee	Service Fee
2 Yard	$50.00	$75.00
4 Yard	$50.00	$135.00
8 Yard	$75.00	$185.00

*Service Fees are for one pick-up per week

Plus all applicable taxes

City of Laredo

City Council

Meeting Date: 10/20/2025 **Public Hearing & Introductory Ordinance 10.**

SUBJECT
Authorizing the City Manager to grant a non-exclusive franchise to I Need Dumpster LLC to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public rights-of-way of the City of Laredo, Texas for purposes of constructing, maintaining and operating a commercial container refuse gathering and disposing service, setting forth terms and conditions to govern the franchise; providing a severability clause, a savings clause and an effective date. Franchise Fees will be deposited in the General Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA
N/A

PREVIOUS COUNCIL ACTION
None

BACKGROUND
The applicant has requested a nonexclusive franchise agreement form the City of Laredo for the purpose of operating a commercial container refuse gathering and disposal service. The applicant is starting a new business that requires a franchise agreement with the City of Laredo.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Passage of the Ordinance

Fiscal Impact

Fiscal Year: 2025
Budgeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:
Franchise will pay 4% of gross revenues on a quarterly basis to the general fund account 101-0000-381-1220

ORDINANCE #

AUTHORIZING THE CITY MANAGER TO GRANT A NON-EXCLUSIVE FRANCHISE TO I NEED DUMPSTER LLC TO USE THE PRESENT AND FUTURE STREETS, AVENUES, ALLEYS, ROADS, HIGHWAYS, SIDEWALKS, EASEMENTS AND OTHER PUBLIC RIGHTS-OF-WAY OF THE CITY OF LAREDO, TEXAS FOR PURPOSES OF CONSTRUCTING, MAINTAINING AND OPERATING A COMMERCIAL CONTAINER REFUSE GATHERING AND DISPOSING SERVICE, SETTING FORTH TERMS AND CONDITIONS TO GOVERN THE FRANCHISE; PROVIDING A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 8.01 of the Laredo City Charter the right of control, ownership and use of streets and alleys is declared to be inalienable except as provided by ordinance passed by the Council; and,

WHEREAS, the City of Laredo is authorized by Section 8.02 of the Laredo City Charter to levy and collect franchise fees in accordance with the laws of the state of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, the attached franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City of Laredo requires in City Code Section 14.9 J that all collectors of municipal solid waste are required to enter into a franchise agreement with the City; and,

WHEREAS, I Need Dumpster LLC is engaged in the business of collection and transportation of solid waste within the City and has requested a franchise to use the City's rights-of-way; and

WHEREAS, I Need Dumpster LLC has agreed to the terms of the Solid Waste Franchise Agreement in return for the City's grant of a non-exclusive franchise to operate and maintain a solid waste collection service using the City's rights-of-way; and,

WHEREAS, the City Council of the City of Laredo is of the opinion that the granting of the franchise on the terms and conditions set forth in this Ordinance and its Exhibit "A" are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power.

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

Section I. The facts, findings and recitations set out in the preamble of this Ordinance are hereby adopted and made a part of this Ordinance the same as if they were recited in full.

Section II. The terms and conditions of the Non-Exclusive Franchise Agreement under which I Need Dumpster LLC shall be granted the non-exclusive rights to provide solid waste collection and

disposal services are found to be acceptable and in the best interests of the City and its citizens, and are hereby in all things approved.

Section III. The City Manager, or his designee, is hereby authorized to execute the Non-Exclusive Franchise Agreement and all other documents in connection therewith on behalf of the City, substantially according to the terms and conditions set forth in the Agreement.

Section IV. Any provision of any Ordinance of the City of Laredo, Texas, codified or uncodified, in conflict with the provisions of this Ordinance is hereby repealed, and all other provisions of the Ordinances of the City of Laredo codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section V. Pursuant to Section 8.03 of the Laredo City Charter, this Ordinance shall be read at three (3) separate regular meetings of the City Council; shall not be finally passed until thirty (30) days after its first reading; and shall not take effect until sixty (60) days after its final adoption.

Section VI. The City Secretary, or his designee, is directed to publish the full text of this Ordinance at the expense of prospective franchise holder, I Need Dumpster LLC., in a newspaper of general circulation within five (5) days following each of the readings thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF_____2025.

_____
DR. VICTOR D. TREVIÑO,
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH T. NGUYEN
CITY ATTORNEY

NON-EXCLUSIVE FRANCHISE AGREEMENT

STATE OF TEXAS §

COUNTY OF WEBB §

This Non-Exclusive Franchise Agreement ("Agreement") is entered into on this__day of _____between the City of Laredo, a home rule municipal corporation, (hereinafter "GRANTOR") and I Need Dumpster LLC a Texas limited liability company with its principal place of business in Laredo, Texas (hereinafter "GRANTEE"), both acting by and through their duly authorized agents and representatives.

RECITALS

WHEREAS, the City desires to provide commercial establishments within its corporate city limits with Solid Waste and Recyclable Materials collection, transport and disposal services by engaging an independent contractor to perform such services; and

WHEREAS, the City desires to engage Contractor to provide the services set out herein and Contractor desires to render the services provided for herein in accordance with the terms and conditions more specifically described hereunder.

NOW, THEREFORE, in consideration of the terms, conditions and covenants herein contained and other good and valuable consideration, the Parties mutually agree as follows:

I. FRANCHISE GRANT

GRANTOR does hereby grant to GRANTEE, its successors and assigns, the non-exclusive right, privilege and franchise to construct, maintain and operate a commercial container refuse gathering and disposing service within the City of Laredo, and for that purpose to have, acquire, construct, maintain and operate in and upon the present and, future streets, alleys, highways, parkways and

other public places of the City of Laredo a service of commercial container refuse gathering vehicles and the necessary or desirable appurtenances to be located on private property only in order to supply refuse gathering and disposal services to the City of Laredo, and the inhabitants hereof for the considerations and subject to the conditions, terms, duties, obligations, and limitations expressed in this Ordinance.

II. TERM

The franchise herein granted shall take effect upon the expiration of sixty (60) days following the date of final adoption. Prior to becoming effective, the franchise must be accepted by the GRANTEE in writing who must have filed it with the City Secretary of the City of Laredo within five (5) days after final adoption of this ordinance. If the GRANTEE shall faithfully comply with all the terms and faithfully perform all of the duties and obligations, and faithfully observe and recognize all the limitations and regulations contained in this ordinance and in the valid ordinances of this City relating to the conduct of GRANTEE's business adopted hereunder or under the police powers of the City, then the rights, franchise and privileges herein granted shall be for a term of Ten (10) years ending at midnight on the_____day of_____, 2035.

III. FRANCHISE FEE

A. In consideration of the grant of the franchise herein, GRANTEE agrees to pay the GRANTOR on the twentieth (20th) day of each quarter, said quarters to begin on the first day of the months of January, April, July and October, a sum equal to four percent (4%) of gross receipts received by the GRANTEE for its services within the limits of the City of Laredo.

B. In consideration of the grant of the franchise for the term herein specified, it is mutually agreed by both GRANTEE and GRANTOR that said percentage of gross receipts is subject to review

by GRANTOR every two years and GRANTOR reserves the right to increase said percentage of gross receipts according to factors and circumstances present at the time of review, including but not limited to: the percent change in the Consumer Price Index (CPI) from the preceding calendar five year's average, specifically defined as the Consumer Price Index (U.S. Average, All Urban Consumers, AU Items) 1982-84 = I 00 base as compiled by the Bureau of Labor Statistics, the increase in GRANTEE customer base, the state of the economy, the amount of GRANTEE'S vehicles traversing GRANTOR'S roadways, and the fee paid to other comparable communities.

C. Said payment is for the use of the GRANTOR's streets, alleys and rights-of-way.

D. It is agreed that the payment of such percentage of gross receipts each year shall be charged by GRANTEE as items of operating expense for rate making purposes, and shall never be considered as a cost of the franchise herein granted in any determination of rates in the future.

E. Provided further, that payments herein provided do not relieve GRANTEE from the payment of ad valorem taxes, special assessments, charges, or other fees applicable to the public generally and nothing in this section shall be construed to be a breach or in any way affect the power of the GRANTOR to impose all ad valorem taxes on any and all property of the GRANTEE which may be lawfully subject to taxation.

F. It is understood and agreed that any lawful amount which may 5be or become due by the GRANTEE to the GRANTOR, under the terms of this franchise, as well as any and all lawful ad valorem taxes which may be imposed and become due and payable to the GRANTOR upon property of the GRANTEE situated in the City of Laredo shall be paid when due and failure to pay said sum or sums of money due the GRANTOR shall be grounds for revocation of this franchise at the sole option of the City Council of the City of Laredo.

IV. SERVICE RATES

A. GRANTOR retains full and complete powers within the limits of the Constitution and laws of this State, to approve by ordinance from time to time throughout the life of this franchise a reasonable price for services to be rendered by GRANTEE hereunder.

B. The initial service fee to be charged by GRANTEE is herein fixed by this Ordinance. Monthly service charge per month, per customer, per container, per weekly pick-up plus the installation fee.

C. A complete schedule of monthly service charges for customer service to be rendered by GRANTEE is attached to this ordinance as **Exhibit "A"** and made a part hereof.

Roll Off Services:

Container Size	Rate/Empty	Rate Per Ton
10 Yds	$265.00	$51.50
15 Yds	$285.00	$51.50
20 Yds	$305.00	$51.50

Other Fees	
Delivery Fee	$100.00
Relocate Fee	$100.00
Blocked Dumpster Fee	$100.00
Dry Run Fee	$100.00
Empty Removal Fee	$165.00
Fuel Surcharge	$ 25.00
Monthly Minimum	$150.00

Plus, all applicable taxes

D. It is agreed and understood by the parties that GRANTEE may increase the price for services rendered by GRANTEE hereunder without City Council approval only if the amount increased corresponds to an increase in landfill fees by the GRANTOR to the extent that such increase in the price of services rendered by GRANTEE is proportioned to offset as exactly as possible the cost of the landfill fee increase to the GRANTEE considering the difference in GRANTEE'S average gross receipts and the cost of landfill fees paid to the GRANTOR for average tonnage of refuse disposed for the previous twelve (I 2) months prior to the enactment of the increase by GRANTOR.

V. SERVICE AREA

The terms of this franchise are applicable to the operations of the GRANTEE within the City Limits of the City of Laredo in serving those customers or areas which the GRANTOR now services or hereafter serves within the City Limits in the future.

VI. REQUESTS FOR SERVICE

The GRANTEE shall, where necessary to supply any person(s), firm, corporation, association or entity who will contract with GRANTEE to use its commercial container refuse gathering and disposal services within the limits of the City of Laredo, and who have made written demand therefore and is not delinquent in the payment of collection charges due GRANTEE, construct the necessary service facilities on the property of each such person within one hundred eighty (180) days after such written demand therefore, unless prevented by causes beyond the control of the GRANTEE.

VII. RECORDS

A. The GRANTEE shall be required during the term of this franchise, or any extension thereto, to keep, and maintain in the City of Laredo complete books and records of the business carried on by

it in the City and showing its entire receipts, expenses and disbursements in connection with such business, route list by driver, which books and records shall be kept by competent accountants in the manner prescribed or approved by the City Council.

B. GRANTEE is required to keep and maintain in the City of Laredo during the life of this franchise, or any extension thereto, a complete inventory of its vehicles such as refuse front loaders, roll off trucks, containers and all other refuse equipment situated in the City of Laredo, showing the value thereof and its investments therein.

C. Said books, records, daily route list by driver and inventory shall be made available for inspection and verification by the City Council or any authorized official of the City of Laredo at their request.

D. City Council or any authorized official of the City of Laredo shall have the right at any reasonable time to audit the books, records or inventory of GRANTEE.

E. GRANTEE shall file full and complete reports with GRANTOR along with the franchise fee on the twentieth (20th) day following the end of each quarter, beginning the first day of the months of January, April, July and October, on the following:

1). A list of all existing commercial accounts served, including customer name, address, frequency, pick-up, size of container (in cubic yards) or type of service and charge for same.

2). A list of all new commercial accounts served, including customer name, address, frequency pick-up, size of container (in cubic yards) or type of service and charge for same, a pickup routing list by customers. Old and new routing lists must be kept on file.

3). Names and addresses of commercial customers dropped from service for any reason and the reason, if available, that such customer was dropped from service.

4). A balance sheet showing the total gross receipts within the City of Laredo starting at a beginning and ending date for the previous quarter.

5). A statement by an authorized official of GRANTEE, under oath, attesting to and duly verifying the accuracy of all items covered in this section.

F. GRANTEE shall file a full and complete report with GRANTOR before the first day January every year on the following a list of all vehicles used in providing service and all vehicles which have been added to or removed from providing such service. Such list shall include state license number, year, make, model, and manufacturer's rated capacity for each vehicle.

G. GRANTOR may require the keeping of additional records or accounts reasonably necessary to determine the GRANTEE's compliance with the terms of this Agreement.

H. GRANTOR shall have the right to inspect GRANTEE's records, accounts and financial and operating information, including, but not limited to, customer lists, contracts and any other information clearly designated by the GRANTEE to be confidential or proprietary for the purpose of review to determine the GRANTEE's compliance with this franchise agreement. GRANTOR will not reproduce any confidential information not specifically required for documentation of audit issues. In the event that the GRANTOR requests a copy of confidential information, the GRANTEE may redact the customer name, service and billing addresses (other than zip code) and telephone number from any copy of confidential information provided to the GRANTOR, provided, however, that the GRANTEE shall retain the un-redacted original of the confidential information until notified by the GRANTOR of the close of the audit and shall provide the City with an un-redacted copy of confidential information upon request of the GRANTOR in the event of an audit dispute. If the GRANTEE fails or is unable to provide an un-redacted copy of confidential information to the

GRANTOR during an audit dispute, any issue with regard to the unavailable information shall be resolved in favor of the City. GRANTOR shall not disclose any confidential information reproduced for documentation of audit issues unless the City has received a request to review or copy confidential information under the Texas Public Information Act or related law (the "Act"). Upon receipt of such request, the City shall notify the GRANTEE that a request to review or copy confidential information has been submitted to the City.

VIII. PLACEMENT OF CONTAINERS

The location and placing of containers and other instrumentalities by the GRANTEE shall at all times be on private property only, and no containers or other instrumentalities shall be placed on public streets, sidewalks, or within the street right of way area.

IX. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

A. GRANTEE shall conform and comply with all city, county, state and federal laws, ordinances, provisions of the Charter of the City of Laredo, rules and regulations now in force and that may hereafter be adopted pertaining to the subject matter of this Ordinance. Nothing in this ordinance shall be construed in any manner to abridge the right of GRANTOR to pass or enforce necessary police, health, or safety regulations for the protection of its inhabitants.

B. All equipment and vehicles and all construction, disposal and other work done by the GRANTEE in the operating of its business shall comply with all laws, rules and regulations of the State of Texas and of the United States of America imposed upon the refuse gathering or disposal of refuse by the GRANTEE and/or the GRANTOR.

X. INDEMNIFICATION

THE GRANTEE HEREBY RELEASES AND DISCHARGES THE CITY FROM AND FURTHER COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, OFFICERS, DIRECTORS, OFFICIALS, LEGAL REPRESENTATIVES, EMPLOYEES, AND ASSIGNS (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") FROM ANY AND ALL FINES, DEMANDS, DAMAGES, INJURIES OR CLAIMS AND CAUSES OF ACTION ARISING BY REASON OF OR IN CONNECTION WITH:

(A) THE ACTUAL OR ALLEGED ERRORS, INTENTIONAL ACTS, OMISSIONS OR NEGLIGENT ACTS OF THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY GRANTEE TO PERFORM UNDER THIS FRANCHISE) RELATING TO THIS FRANCHISE; OR

(B) ANY ACTION OR FAILURE TO ACT BY THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY THE GRANTEE TO PERFORM UNDER THIS FRANCHISE IN CONNECTION WITH THE SYSTEM OR THIS FRANCHISE; OR

(C) ANY ACTUAL OR ALLEGED NEGLIGENT ACTS OR OMISSIONS OF THE CITY (INCLUDING WITHOUT LIMITATION, THE CITY'S CONCURRENT OR SOLE NEGLIGENCE) IN ANY WAY RELATING TO THE ISSUANCE OR ADMINISTRATION OF THIS FRANCHISE, INCLUDING WITHOUT LIMITATION, THE CITY'S RECEIPT

OF INSURANCE POLICIES, ANY CITY APPROVALS OF ASSIGNMENTS AND ANY OTHER SIMILAR ACT OF THE CITY IN CONNECTION WITH FULFILLING ITS DUTIES OR ENABLING THE GRANTEE TO BENEFIT FROM THE RIGHTS ALLOWED UNDER THIS FRANCHISE. THIS INDEMNITY CLAUSE SHALL APPLY TO THE GRANTEE WHETHER THE GRANTEE IS IMMUNE FROM LIABILITY OR NOT AS TO ANY MATTERS ARISING UNDER THIS INDEMNITY PROVISION FOR WHICH THE GRANTEE HAS AGREED TO INDEMNIFY THE CITY. GRANTEE'S LIABILITY UNDER THIS INDEMNITY CLAUSE IS SEPARATE FROM ITS DUTIES UNDER THE INSURANCE PROVISIONS OF THIS AGREEMENT.

XI. INSURANCE

GRANTEE shall procure, maintain and file with the City Secretary insurance as follows:

A. Workers Compensation. GRANTEE shall furnish a certificate of insurance indicating workers compensation coverage as required by the State of Texas.

B. Automobile Liability Insurance. GRANTEE shall carry in its own name, a policy in comprehensive form to insure the automobile liability of its operation with limits to not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury and, in addition, not less than One Hundred Thousand ($100,000.00) property damage. This policy shall name GRANTOR as an additional insured and provide for thirty (30) day notice to GRANTOR prior to cancellation. A certification of insurance showing such coverage shall be filed before the effective date of this franchise, and it shall be maintained in force during the term of this franchise and any extension.

C. General Liability. GRANTEE shall carry, in its own name, a comprehensive liability insurance policy including contractual coverage for operations other than automobile with limits of

not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, and One Hundred Thousand Dollars ($100,000.00) per occurrence for property damage. The policy shall name the GRANTOR as a named insured and provide for thirty (30) day notice to GRANTOR prior to cancellation. A certificate of insurance certifying such coverage shall be filed before the effective date of this franchise and maintained in force during the term the franchise and any extension thereto.

XII. SERVICE STANDARD AND EQUIPMENT

GRANTEE shall maintain and operate its collection system and equipment in good order to render efficient service subject to the terms of this franchise. GRANTEE shall obtain and maintain in good working order sufficient equipment to provide regular service throughout the City of Laredo. The trucks used in the collection of garbage or refuse shall be all metal, water tight, and shall be equipped with closed bodies equipped with hydraulically operated devices for compacting collected garbage and meet all federal and state laws and regulations and are subject to approval by GRANTOR. GRANTEE shall not litter premises in the process of making collections nor allow any refuse to blow at all from any vehicle used for collection. Collection vehicles and all containers shall be painted and numbered and shall have the GRANTEE'S name and telephone number painted in letters of a contrasting color. All vehicles and containers shall be kept in a clean and sanitary condition.

XIII. LANDFILL FACILITIES

A. GRANTEE agrees to use only the city municipal solid waste facilities for disposal or processing of municipal solid waste and industrial solid waste including but not limited to the city sanitary landfills, and other city municipal solid waste facilities such as transfer stations, to discharge municipal solid waste and industrial solid waste as defined in 30 TAC §330.2, that GRANTEE shall collect from its customers. GRANTEE shall pay all landfill fees on time associated with said use. It

is specifically understood, however, that the City is under no obligation to furnish sanitary landfills or other municipal solid waste disposing facilities to the GRANTEE. GRANTEE is granted a privilege to use the city municipal solid waste disposing and processing facilities. The permit granted to the GRANTEE is limited to the facilities normally operated by the GRANTOR for all municipal solid waste disposals or processing. If the GRANTOR'S facilities for any reason is not available for use, either temporarily or permanently, as determined by the City Council of the City of Laredo, or by any prohibited solid waste which cannot be accepted by the facilities, as determined by 30 TAC §330 or amended or replacement by a new section of TCEQ, the GRANTOR shall be under no obligation to furnish to the GRANTEE sanitary landfills, or any other municipal solid waste disposing and processing facilities.

B. GRANTEE, in its operation, shall comply with all requirements of the City of Laredo and the department of the city operating the city landfill or refuse disposal site including but not limited the hours designated for receiving refuse at the disposal site.

C. GRANTEE is considered a generator and transporter of waste and may be subject to environmental liability.

XIV. ASSIGNMENT

This franchise shall not be assigned without the prior consent of the City Council as expressed in an Ordinance passed by the Council. If consent is given, the terms of this franchise shall be binding upon and insure to the benefit of the parties hereto and their respective administrators, successors, and assigns.

XV. NOTICES

All notices, payments, reports, statements or demands, which are given or made to either GRANTEE

or GRANTOR, as provided for in this ordinance, or incident to its terms, or in the exercise of the police power of the City, may be affected by personal delivery in writing or by certified mail, postage prepaid. Mailed notices shall be addressed to the Parties at the addresses below, but each Party may change its address by written notice in accordance with this section.

GRANTOR: **City of Laredo**
c/o City Manager
P. O. Box 579
Laredo, Texas 78042

GRANTEE: **I Need Dumpster, LLC**
c/o Art Serenko
P.O. Box 592723
San Antonio, TX. 78259

XVI. OFFICE

GRANTEE shall establish and maintain an office with telephone service and shall keep said office open for business from 9:00 a.m. to 5:00 p.m. each and every day except for Saturday, Sunday and holidays which are recognized by the City for its general employees. Any telephone call received by GRANTEE shall be given prompt and courteous attention.

XVI. INTERRUPTION OF SERVICE

In the event that service shall be interrupted for any reason for more than forty-eight (48) hours, GRANTOR shall have the right to make temporary independent arrangements for the purposes of continuing this necessary service to its residents in order to provide or protect the public health and safety. If the interruption in service mentioned herein continues for a period of seventy-two (72) hours, GRANTOR shall have the right to terminate the rights and privileges granted in this franchise.

XVII. DEFAULT AND TERMINATION

A. The occurrence of any of the following shall be an event of default under this Agreement:

1). The GRANTEE has failed or refused to perform or observe the terms, provisions, conditions or covenants in this Agreement, or has wrongfully failed or refused to comply with the instructions of GRANTOR.

2). The GRANTEE has failed to comply with all local, state and federal laws governing the service provided under this Agreement, or GRANTEE's loss of or failure obtain any license, permit, and certification lawfully required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the GRANTEE's operations under this Agreement or pay any fee associated therewith; or

4). Filing by the GRANTEE of a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property. In the event that any bankruptcy, insolvency, reorganization, receivership, or similar proceeding is instituted by or against GRANTEE, or in the event GRANTEE makes an assignment for the benefit of creditors, the GRANTEE shall not assert or list this Agreement as an asset of such action.

B. If the GRANTEE defaults under section A above for a period of 30 days after the GRANTEE has been notified in writing by the City to cure the specific alleged violation or failure to comply, then the City may follow the procedures set forth herein to declare that all the GRANTEE's rights and privileges granted by this Agreement are terminated subject to City Council ratifying ordinance; provided that if the GRANTEE is alleged to be in violation of any material provision of this Agreement other than the payment of any fee due hereunder and if the GRANTEE commences efforts to cure the alleged violation(s) within 30 days after receipt of written notice and shall

thereafter prosecute the curative efforts with reasonable diligence until the curative efforts are completed, then the alleged violation(s) shall not be deemed a default and the City will take no further action at that time.

C. The City may terminate this Agreement for an uncured default after notice and opportunity to cure as provided in sections A and B above. Termination is final upon the effective date of City Council adoption of a City ordinance ratifying the termination. The City's written notice of default and opportunity to cure under section B above shall recite that City Council may vote on an ordinance to terminate this Franchise upon the expiration of 30 days from the date of the notice and shall include the causes and reasons for termination. The GRANTEE shall be provided the opportunity to appear before the City Council prior to the City Council's consideration of an ordinance to terminate this Franchise. Notice of the time, date, and place when the GRANTEE may appear before the City Council shall comply with the Texas Open Meetings Law, Chapter 551 of the Texas Government Code. Upon any termination of this Franchise, all amounts owed by the GRANTEE to City shall immediately become due and payable and GRANTEE's obligation to pay such sums shall survive the termination of this Agreement.

D. In the event of an uncured noticed default hereunder, the City, at its sole option and discretion and without waiving such uncured default, may determine to: (a) maintain this Agreement in full force and effect and file suit against GRANTEE; (b) or pursue such other remedies as may be available to the City at law or in equity.

XVIII. LIQUIDATED DAMAGES

A. THE GRANTEE EXPRESSLY AGREES THAT THE ACTUAL DAMAGES THAT MIGHT BE SUSTAINED BY THE CITY BY REASON OF THE GRANTEE'S VIOLATION OF THIS AGREEMENT ARE UNCERTAIN AND WOULD BE DIFFICULT TO ASCERTAIN, AND THAT PAYMENT SPECIFIED HEREIN REPRESENTS REASONABLE LIQUIDATED DAMAGES TO THE CITY FOR THE VIOLATION. IN ADDITION TO ANY OTHER REMEDIES OTHERWISE AVAILABLE TO THE CITY FOR VIOLATIONS OF THIS AGREEMENT THE CITY MAY CHARGE TO AND COLLECT FROM GRANTEE THE FOLLOWING LIQUIDATED DAMAGES:

1). FOR FAILURE TO PROVIDE DATA, DOCUMENTS, REPORTS OR INFORMATION OR TO COOPERATE WITH THE CITY DURING AN AUDIT PURSUANT TO SECTION VII. ABOVE, THE CITY'S DAMAGES SHALL BE $100.00 PER DAY.

2). FOR FAILURE OF THE GRANTEE TO COMPLY WITH THE PAYMENT PROVISIONS OF THIS AGREEMENT, THE CITY'S DAMAGES SHALL BE $200.00 PER DAY.

3). FOR FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT FOR WHICH A PENALTY IS NOT OTHERWISE SPECIFICALLY PROVIDED, THE CITY'S DAMAGES SHALL BE $100.00 PER DAY.

B. GRANTOR MAY IMPOSE LIQUIDATED DAMAGES HEREUNDER UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE GRANTEE, IF AT THE EXPIRATION OF THE THIRTIETH DAY THE GRANTEE HAS FAILED TO EITHER REMEDY THE VIOLATION OR MAKE ARRANGEMENTS TO DO SO.

C. ANY PAYMENTS DUE TO THE CITY UNDER THIS SECTION SHALL NOT BE CONSIDERED FRANCHISE FEES NOR SHALL THE PAYMENTS BE OFFSET AGAINST THE PAYMENTS REQUIRED PURSUANT TO SECTION IV HEREIN.

XIX. VENUE

This agreement shall be governed by the laws of the State of Texas as to both interpretation and performance. Any and all legal action necessary to enforce this agreement will be held in Webb County, Texas.

XX. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this ordinance, or the application of same to any person or set of circumstance, except for section 5 herein, is for any reason held to be unconstitutional, void, invalid or for any reason unenforceable, the validity of the remaining portion of this ordinance or its application to other person or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Laredo in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, void or invalidity, and all provisions are declared severable for that purpose.

XXI. CAPTIONS

Captions contained in this Franchise are for reference purposes only, and therefore will be given no effect in construing this Franchise and are not restrictive of the subject matter of any section of this Franchise. Any reference to gender shall include the masculine, feminine and neutral.

XXII. NON-WAIVER

Failure of either party hereto to insist on the strict performance of any of the terms and conditions

or to exercise any rights or remedies accruing hereunder upon a default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy accruing as a result of any future default or failure of performance. Waiver of the City's rights hereunder may only be affected by a written instrument signed by the Director or Grantee, and approved by City Council.

XXIII. SAVINGS CLAUSE

All rights and remedies of the City of Laredo are expressly saved as to any and all of the provisions of any ordinances which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

XXIV. WRITTEN AMENDMENT

This Agreement may be amended only by an ordinance duly adopted by the City Council.

XXV. EFFECTIVE DATE

This Franchise, having been published as required by the Charter of the City of Laredo, shall become effective on the 61st day following its final adoption by the City Council.

ACCEPTED AND AGREED TO ON BEHALF OF I Need Dumpster LLC

By: _____

Art Serenko
Printed Name of Officer or Authorized Person:
Title:_____
(Capacity of Signer)

Dated this___day of_____, 2025.

STATE OF TEXAS §
§
COUNTY OF WEBB §

I, Mario I. Maldonado, Jr. City Secretary of the City of Laredo, Texas, hereby certify that the above and foregoing acceptance was received and filed in the office of the City Secretary of the City of Laredo on the_____day of 2025.

EXECUTED under my hand and official seal of the City of Laredo in the said City this _____day of_____, 2025.

_____
Mario I. Maldonado, Jr.
City Secretary

(SEAL)

_____

Joseph W. Neeb
City Manager

APPROVED AS TO FORM:

_____
Doanh T. Nguyen,
City Attorney

Exhibit A

Roll Off Services:

Container Size	Rate/Empty	Rate Per Ton
10 Yds	$265.00	$51.50
15 Yds	$285.00	$51.50
20 Yds	$305.00	$51.50

Other Fees	
Delivery Fee	$100.00
Relocate Fee	$100.00
Blocked Dumpster Fee	$100.00
Dry Run Fee	$100.00
Empty Removal Fee	$165.00
Fuel Surcharge	$ 25.00
Monthly Minimum	$150.00

Plus, all applicable taxes

City of Laredo

City Council

Meeting Date: 10/20/2025 **Public Hearing 11.**

SUBJECT
Public Hearing and Introductory Ordinance authorizing the City Manager to accept a grant, approve a program, and appropriate funds from the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) Program and amend the FY 2025-2026 General Fund Budget by increasing revenues and expenses in the amount of $327,560. The funds will be used to provide National Fire Protection Association (NFPA) approved physicals, laboratory testing, comprehensive cancer screenings, and cardiovascular and fitness exams for all firefighters. The grant performance period is September 30, 2025 to September 29, 2027. Funding will be available in the Special Fire Grants Fund.

PREVIOUS COUNCIL ACTION
Resolution 2025-R-14 to ratify the submission of the AFG grant was approved by the City Council on January 28, 2025.

BACKGROUND
N/A

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this item.

Fiscal Impact

Fiscal Year:	2024-2025
Budgeted Y/N?:	Y
Source of Funds:	Special Fire Grants Fund
Account #:	260-2487
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:
Funding will be accountant in the Special Fire Grants Fund.

Revenue - 260-2487-321-6101

Expense - 260-2487-523-5541

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/23/2025

Karina Caballero
CITY OF LAREDO
PO BOX 2337 2600 CEDAR AVE
LAREDO, TX 78044

EMW-2024-FG-05690

Dear Karina Caballero,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2024 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of $327,560.00 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or $32,756.00 for a total approved budget of $360,316.00. Please see the FY 2024 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2024 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

Stacey Street
Deputy Assistant Administrator
Grants Program Directorate

Summary Award Memo

Program: Fiscal Year 2024 Assistance to Firefighters Grant
Recipient: CITY OF LAREDO
UEI-EFT: HFLNHFBMBSX7
Award number: EMW-2024-FG-05690

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2024 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	$0.00
Fringe benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual	$360,316.00
Construction	$0.00
Other	$0.00
Indirect charges	$0.00
Federal	$327,560.00
Non-federal	$32,756.00
Total	$360,316.00
Program Income	$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2024 FG NOFO.

Approved request details:

Wellness and fitness programs

Additional funding

DESCRIPTION

This price consists of additional testing necessary for all sworn personnel. The testing includes hazmat cholinesterase, hazmat heavy metals, and a phlebotomist (blood draw) fee.

QUANTITY	UNIT PRICE	TOTAL
431	$226.00	$97,406.00

BUDGET CLASS

Contractual

Periodic Physical Exam/Health Screening

DESCRIPTION

The unit cost consists of NFPA 1582-compliant annual physical exams that will combine a comprehensive, hands-on physical with a model for early detection and prevention of major diseases. The proposed thorough assessment also includes laboratory testing, ultrasound screenings for early detection of heart disease and cancer, cardiopulmonary testing, and fitness evaluations per NFPA 1583 IAFF/IAFC. The unit price includes a mandatory $25 LifeScan NFPA proprietary electronic medical fee system with behavioral health assessments.

QUANTITY	UNIT PRICE	TOTAL
431	$610.00	$262,910.00

BUDGET CLASS

Contractual

Agreement Articles

Program: Fiscal Year 2024 Assistance to Firefighters Grant
Recipient: CITY OF LAREDO
UEI-EFT: HFLNHFBMBSX7
Award number: EMW-2024-FG-05690

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Article 1	**Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications** I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.
Article 2	**General Acknowledgements and Assurances** Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance.
Article 3	**Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Article 4	**Activities Conducted Abroad** Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5	**Age Discrimination Act of 1975** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	**Americans with Disabilities Act of 1990** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	**Best Practices for Collection and Use of Personally Identifiable Information** (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8	**CHIPS and Science Act of 2022, Public Law 117-167 CHIPS** (1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9	**Civil Rights Act of 1964 – Title VI** Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.
Article 10	**Civil Rights Act of 1968** Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11	**Communication and Cooperation with the Department of Homeland Security and Immigration Officials** (1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.
Article 12	**Copyright** Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 13	**Debarment and Suspension** Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 14	**Drug-Free Workplace Regulations** Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 15	**Duplicative Costs** Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.
Article 16	**Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
Article 17	**Energy Policy and Conservation Act** Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 18	**Equal Treatment of Faith-Based Organizations** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 19	**Anti-Discrimination** Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means "diversity, equity, and inclusion." (b) DEIA means "diversity, equity, inclusion, and accessibility." (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.
Article 20	**False Claims Act and Program Fraud Civil Remedies** Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 21	**Federal Debt Status** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.
Article 22	**Federal Leadership on Reducing Text Messaging while Driving** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
Article 23	**Fly America Act of 1974** Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 24	**Hotel and Motel Fire Safety Act of 1990** Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 25	**John S. McCain National Defense Authorization Act of Fiscal Year 2019** Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 26	**Limited English Proficiency (Civil Rights Act of 1964, Title VI)** Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
Article 27	**Lobbying Prohibitions** Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).
Article 28	**National Environmental Policy Act** Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 29	**National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254** (1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of $50 million per year.”

Article 30	**Non-Supplanting Requirement** Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Article 31	**Notice of Funding Opportunity Requirements** All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 32	**Patents and Intellectual Property Rights** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 33	**Presidential Executive Orders** Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.
Article 34	**Procurement of Recovered Materials** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 35	**Rehabilitation Act of 1973** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 36	**Reporting Recipient Integrity and Performance Matters** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.
Article 37	**Reporting Subawards and Executive Compensation** For federal awards that total or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38 **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 39	**SAFECOM** Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.
Article 40	**Subrecipient Monitoring and Management** Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.
Article 41	**System for Award Management and Unique Entity Identifier Requirements** Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 42	**Termination of a Federal Award** (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.
Article 43	**Terrorist Financing** Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

Article 44	**Trafficking Victims Protection Act of 2000(TVPA)** Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.
Article 45	**Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56** Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.
Article 46	**Use of DHS Seal, Logo and Flags** Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 47	**Whistleblower Protection Act** Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

Article 48	**Environmental Planning and Historic Preservation (EHP) Review** DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.
Article 49	**Applicability of DHS Standard Terms and Conditions to Tribal Nations** The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 50	**Acceptance of Post Award Changes** In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.
Article 51	**Disposition of Equipment Acquired Under the Federal Award** When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).
Article 52	**Prior Approval for Modification of Approved Budget** Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 53	**Indirect Cost Rate** 2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 54	**Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification** In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.
Article 55	**Award Performance Goals** FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.
Article 56	**Non-Applicability of Specific Agreement Articles** Notwithstanding their inclusion in this award package, the following Agreement Articles do not apply to this grant award: 1. Communication and Cooperation with the Department of Homeland Security and Immigration Officials. 2. Paragraph (2)(a)(iii) of Anti-Discrimination.

Article 57 **Payment Information (Updated)**

Recipients will submit payment requests in FEMA GO for FY25 awards under this program.

Instructions to Grant Recipients Pursuing Payments

FEMA reviews all grant payments and obligations to ensure allowability in accordance with 2 C.F.R. § 200.305. These measures ensure funds are disbursed appropriately while continuing to support and prioritize communities who rely on FEMA for assistance. Once a recipient submits a payment request in FEMA GO, FEMA will review the request. If FEMA approves a payment, it will process the payment through FEMA GO and the payment will be delivered pursuant to the recipients SAM.gov financial information. If FEMA disapproves a payment, FEMA will inform the recipient.

Processing and Payment Timeline

FEMA must comply with regulations governing payments to grant recipients. See 2 C.F.R. § 200.305. For grant recipients other than States, 2 C.F.R. § 200.305(b)(3) stipulates that FEMA is to make payments on a reimbursement basis within 30 days after receipt of the payment request, unless FEMA reasonably believes the request to be improper. For state recipients, 2 C.F.R. § 200.305(a) instructs that federal grant payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements ("Treasury-State agreement") and default procedures codified at 31 C.F.R. part 205 and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies." See 2 C.F.R. § 200.305(a).

Treasury-State agreements generally apply to "major federal assistance programs" that are governed by 31 C.F.R. part 205, subpart A and are identified in the Treasury-State agreement. 31 C.F.R. §§ 205.2, 205.6. Where a federal assistance (grant) program is not governed by subpart A, payment and funds transfers from FEMA to the state are subject to 31 C.F.R. part 205, subpart B. Subpart B requires FEMA to "limit a funds transfer to a state to the minimum amounts needed by the state and must time the disbursement to be in accord with the actual, immediate cash requirements of the state in carrying out a federal assistance program or project. The timing and amount of funds transfers must be as close as is administratively feasible to a state's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs." 31 C.F.R. § 205.33(a). Nearly all FEMA grants are not "major federal assistance programs." As a result, payments to states for those grants are subject to the "default" rules of 31 C.F.R. part 205, subpart B.

If additional information is needed, a request for information will be issued by FEMA to the recipient; recipients are strongly encouraged to respond to any additional FEMA request for information inquiries within three business days. If an adequate response is not received, the request may be denied, and the entity may need to submit a new reimbursement request; this will re-start the 30-day timeline.

Submission Process

All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns.

For all non-disaster reimbursement requests (regardless of system), please ensure submittal of the following information:

1. Grant ID / Award Number

2. Total amount requested for drawdown

3. Purpose of drawdown and timeframe covered (must be within the award performance period)

4. Subrecipient Funding Details (if applicable).

• Is funding provided directly or indirectly to a subrecipient?

• If no, include statement "This grant funding is not being directed to a subrecipient."

• If yes, provide the following details:

• The name, mission statement, and purpose of each subrecipient receiving funds, along with the amount allocated and the specific role or activity being reimbursed.

• Whether the subrecipient’s work or mission involves supporting aliens, regardless of whether FEMA funds support such activities.

• Whether the payment request includes an activity involving support to aliens?

• Whether the subrecipient has any diversity, equity, and inclusion practices.

5. Supporting documentation to demonstrate that expenses are allowable, allocable, reasonable, and necessary under 2 C.F.R. Part 200 and in compliance with the grant’s NOFO, award terms, and applicable federal regulations.

Article 58 **Termination of the Federal Award (Updated)**

1. Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 sets forth a term and condition entitled “Termination of a Federal Award.” The termination provision condition listed below applies to the grant award and the term and condition in Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 does not.

2. Termination of the Federal Award by FEMA

FEMA may terminate the federal award in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the recipient or subrecipient fails to comply with the terms and conditions of the federal award.

b. With the consent of the recipient, in which case FEMA and the recipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

c. If the federal award no longer effectuates the program goals or agency priorities. Under this provision, FEMA may terminate the award for these purposes if any of the following reasons apply:

i. If DHS/FEMA, in its sole discretion, determines that a specific award objective is ineffective at achieving program goals as described in this NOFO;

ii. If DHS/FEMA, in its sole discretion, determines that an objective of the award as described in this NOFO will be ineffective at achieving program goals or agency priorities;

iii. If DHS/FEMA, in its sole discretion, determines that the design of the grant program is flawed relative to program goals or agency priorities;

iv. If DHS/FEMA, in its sole discretion, determines that the grant program is not aligned to either the DHS Strategic Plan, the FEMA Strategic Plan, or successor policies or documents;

v. If DHS/FEMA, in its sole discretion, changes or re-evaluates the goals or priorities of the grant program and determines that the award will be ineffective at achieving the updated program goals or agency priorities; or

vi. For other reasons based on program goals or agency priorities described in the termination notice provided to the recipient pursuant to 2 C.F.R. § 200.341.

vii. If the awardee falls out of compliance with the Agency’s statutory or regulatory authority, award terms and conditions, or other applicable laws.

3. Termination of a Subaward by the Pass-Through Entity

The pass-through entity may terminate a subaward in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the subrecipient fails to comply with the terms and conditions of the federal award.

b. With the consent of the subrecipient, in which case the pass-through entity and the subrecipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

c. If the pass-through entity's award has been terminated, the pass-through recipient will terminate its subawards.

4. Termination by the Recipient or Subrecipient

The recipient or subrecipient may terminate the federal award in whole or in part for the following reasons identified in 2 C.F.R. § 200.340: Upon sending FEMA or the pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if FEMA or the pass-through entity determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, FEMA or the pass-through entity may terminate the federal award in its entirety.

5. Impacts of Termination

a. When FEMA terminates the federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the federal award, FEMA will report the termination in SAM.gov in the manner described at 2 C.F.R. § 200.340(c).

b. When the federal award is terminated in part or its entirety, FEMA or the pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.344 and 200.345.

6. Notification Requirements

FEMA or the pass-through entity must provide written notice of the termination in a manner consistent with 2 C.F.R. § 200.341. The federal award will be terminated on the date of the notification unless stated otherwise in the notification.

7. Opportunities to Object and Appeals

Where applicable, when FEMA terminates the federal award, the written notification of termination will provide the opportunity, and describe the process, to object and provide information challenging the action, pursuant to 2 C.F.R. § 200.342.

8. Effects of Suspension and Termination

	The allowability of costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a federal award are subject to 2 C.F.R. § 200.343.
Article 59	**Non-Applicability of Specific Agreement Articles** Notwithstanding their inclusion in this award package, the following Agreement Article does not apply to this grant award: Termination of a Federal Award The intent of this provision is to clarify that Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Instead, the Agreement Article titled “Termination of the Federal Award”, or “Termination of the Federal Award (Updated)” applies to this grant award.

Obligating document

1. Agreement No.	2. Amendment No.	3. Recipient No.	4. Type of Action	5. Control No.
EMW-2024-FG-05690	N/A	746001573	AWARD	WX02143N2025T

6. Recipient Name and Address	7. Issuing FEMA Office and Address	8. Payment Office and Address
CITY OF LAREDO 1 GUADALUPE ST LAREDO, TX 78040	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742

9. Name of Recipient Project Officer	9a. Phone No.	10. Name of FEMA Project Coordinator	10a. Phone No.
Karina Caballero	9567186011	Assistance to Firefighters Grant Program	1-866-274-0960

11. Effective Date of This Action	12. Method of Payment	13. Assistance Arrangement	14. Performance Period
09/23/2025	OTHER - FEMA GO	COST SHARING	09/30/2025 to 09/29/2027 **Budget Period** 09/30/2025 to 09/29/2027

15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FG	97.044	2025-FF-GB01 - P410-xxxx-4101-D	$0.00	$327,560.00	$327,560.00	$32,756.00
		Totals	$0.00	$327,560.00	$327,560.00	$32,756.00

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

~~16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)~~
This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) Stacey Street, Deputy Assistant Administrator Grants Program Directorate	DATE 09/23/2025

City of Laredo

City Council

Meeting Date: 10/20/2025 **Introductory Ordinance 12.**

SUBJECT
An Introductory Ordinance amending the City of Laredo's Code of Ordinance Chapter 2, Article II, Division 3, "Leave Policy" providing for updates to definitions, Holiday Pay, Annual Leave, Sick Leave, and other leave provisions to align with the Compressed Workweek Policy and the Classification and Compensation Plan Policy; Providing for a Cumulative Clause; Providing for severability; Providing for Publication; and Declaring an Effective Date.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Click or tap here to enter text.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this item

Fiscal Impact

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

FINANCIAL IMPACT:
N/A

ORDINANCE NO. 25-1756

AN INTRODUCTORY ORDINANCE AMENDING THE CITY OF LAREDO'S CODE OF ORDINANCE CHAPTER 2, ARTICLE II, DIVISION 3, "LEAVE POLICY" OF THE CODE OF ORDINANCES; PROVIDING FOR UPDATES TO DEFINITIONS, HOLIDAY PAY, ANNUAL LEAVE, SICK LEAVE, AND OTHER LEAVE PROVISIONS TO ALIGN WITH THE COMPRESSED WORKWEEK POLICY AND THE CLASSIFICATION AND COMPENSATION PLAN; PROVIDING FOR A CUMULATIVE CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Laredo is a municipal corporation organized under the Constitution and the laws of the State of Texas and exercises the powers granted by the City's Charter and the provisions of Article XI, Section 5 of the Texas Constitution; and

WHEREAS, the City has adopted Policy 2025-007, the Compressed Workweek Policy, allowing for alternative work schedules including four 10-hour days or four 9-hour days plus one 4-hour day; and

WHEREAS, certain provisions of the Leave Policy required amendment to ensure consistency with the Compressed Workweek Policy and the City's Classification and Compensation Plan, including clarifications that leave is accrued and used on an hourly basis, holidays are credited based on scheduled hours, and other leave categories are standardized for compressed schedules; and

WHEREAS, the City Council finds that the amendments will promote fairness, compliance with applicable labor laws, and consistency in personnel administration.

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

Section 1. Chapter 2, "Administration," Article II, "Departments, Officers and Employees," Division 3, "Leave Policy," of the Code of Ordinances, City of Laredo, Texas, is hereby amended as set forth in the attached Exhibit "A," which is incorporated herein by reference as though set forth in full.

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

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or

decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. The City Secretary of the City of Laredo is hereby directed to publish the proposed Ordinance as required by Section 2.09 of the Charter of the City of Laredo.

Section 5. This Ordinance shall become effective immediately upon passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

DIVISION 3. LEAVE POLICY[1]

Sec. 2-51. Definitions.

As used in this division, the following terms shall have the meaning indicated:

City employees are those employed by the city and paid with city funds with the approval of the city manager.

Employee's immediate family consists of the employee's spouse and children and the employee's or spouse's father, mother, brothers, sisters, grandparents or legal guardian.

Leave category I is the category occupied by employees during the first ten (10) years of service with the City of Laredo.

Leave category II is the category assigned to those employees who have over ten (10) years but not more than fifteen (15) years of service with the City of Laredo.

Leave category III is the category assigned to those employees who have over fifteen (15) years of service with the City of Laredo.

Leave year shall mean twenty-six (26) pay periods beginning with the first full pay period in the calendar year and ending with the last pay period which begins in that same calendar year.

Normal tour of duty shall mean eight (8) hours a day, Monday through Friday.

Uncommon tour of duty shall mean any tour other than the normal tour of duty.

Orientation employees are those city employees hired as regular employees and who must satisfactorily complete twelve-month orientation period.

Regular full-time employees are those city employees assigned to work a full work week on a position without time limitation.

Regular part-time employees are those city employees assigned to work less than a full work week on a position without time limitation.

Service computation date (SCD). Employees who have prior periods of service with the city may have a service computation date (SCD) different from the entrance on duty date (EDD). The employee may be given credit for the prior period of actual service less a deduction equal to the period of time not on the city's rolls, except for persons who were reduced in force for whom credit for the full period of prior employment may be given as provided in section 2-75.

Temporary employees are those city employees assigned to positions with a time limitation.

~~*Uncommon tour of duty* shall mean any tour other than the normal tour of duty.~~

Cross reference(s)—Rules and construction and definitions generally, § 1-2.

Sec. 2-52. Objectives.

The personnel policies and procedures described in this division are designed to bring to the city personnel function a high degree of understanding, cooperation, efficiency, and unity through systematic, uniform application of modern personnel practices. Objectives of the city personnel management system are:

(1) To promote and increase efficiency, responsiveness to the public and economy in the administration of the city's personnel.

(2) To provide fair and equal opportunity for qualified persons to enter in the city's rolls in a manner based on merit and fitness ascertained through fair and practical personnel management methods.

(3) To maintain recruitment, advancement, and tenure practices that enhance the attractiveness of a career with the city and encourage each employee to give his/her best effort to the city and the public.

(4) To maintain consistent, up-to-date position classification and compensation plans based on the relative duties and responsibilities of positions in the city government.

(5) To promote high morale among city employees by fostering good working relationships and by providing uniform personnel policies, opportunities for advancement, and consideration of employees' needs and desires.

Sec. 2-53. Equal opportunity policy.

The city's equal employment opportunity policy is that there will be no discrimination on the basis of race, color, religion, sex, national origin, age, handicap or political affiliation in effecting personnel actions. A copy of the city's equal employment opportunity program booklet is available for employees' review in each department.

Sec. 2-54. Applicability of division.

The personnel policies and procedures set out in this division shall apply to all city employees except where inconsistent with state law, charter, or ordinance. Persons employed under contract and to supply professional and technical service and personnel appointed to serve without pay shall not be considered city employees for purposes of these policies.

Sec. 2-55. Dissemination of division provisions.

All city employees shall be informed of the existence of the policies set out in this division and each department shall keep at least one copy available for the employees' review.

Sec. 2-56. Responsibility for personnel management.

(a) The overall responsibility for personnel management rests with the city manager, who may delegate it as necessary and proper.

(b) The ~~personnel~~ *human resources* director is delegated the responsibility for developing, administering, and interpreting personnel policies and procedures as they apply to all city employees. The ~~personnel~~ *human resources* director shall advise management in all areas of personnel administration including employee-management relations, training and career development, and employee health, safety, and morale.

(c) Department director and subordinate management personnel are responsible for enforcing the provisions of the policies set out in this division and for cooperating with the ~~personnel~~ *human resources* director on all related matters pertinent to their organizations. ~~For the purpose of administering these policies and procedures, elected officials who head their specific department will be considered as department heads.~~

(d) Every city employee must carry out his/her responsibilities to the best of his/her ability.

Sec. 2-57. Administrative workweek.

(a) The administrative workweek for city employees shall begin on Sunday at 12:01 a.m., and end on Saturday at 12:00 midnight.

(b) ~~The basic workweek for all full-time city employees, except those whose positions require stand-by time, shall be forty (40) hours. The normal tour of duty within the forty (40) hour basic workweek shall consist of five (5) eight (8) hour days, being Monday through Friday.~~ *The basic workweek for all full-time City employees, except those whose positions require stand-by time, shall consist of forty (40) hours, in accordance with the Fair Labor Standards Act (FLSA). While the typical schedule consists of five (5) eight (8) hour workdays, Monday through Friday, certain departments may implement alternative work schedules to meet operational needs. These alternative schedules may include workweeks that occur on Saturdays and/or Sundays and may consist of ten (10), twelve (12), or twenty-four (24) hour workdays or shifts, provided the total hours worked do not exceed forty (40) hours per workweek or as specified in a Collective Bargaining Agreement. Employees will be given reasonable advance notice of any schedule changes, except in cases of emergency or unforeseen operational demands. Any hours worked in excess of forty (40) hours in a designated workweek will be compensated in accordance with FLSA provisions governing overtime compensation; or as specified in a Collective Bargaining Agreement.*

(c) All city offices rendering services to the public shall be open continuously from 8:00 a.m. to 5:00 p.m. The lunch period for employees in these departments will be staggered so as to allow the office to provide continuous service from 8:00 a.m. to 5:00 p.m.

(d) The forty-hour tour of duty as herein provided for may be scheduled to include Saturday and Sunday, but only when *in* adherence to the normal tour of duty would hamper operations. Approval of uncommon tours of duty as set herein must be requested *in writing* by the department director~~, in writing, from to the personnel~~ *submitted to the human resources* department prior to ~~the establishment of any uncommon tour of duty~~ *implementation of the proposed schedule.*

Sec. 2-58. Holidays.

(a) The city council shall designate the official city holidays annually with the adoption of the city budget at the recommendation of the city manager. In addition, after being employed with the city for one (1) year, full-time regular employees shall be entitled to two (2) personal holidays per fiscal year. The date of personal holidays is subject to department director approval.

The department shall insure that each one (1) of their employees take the holiday assigned to them for that fiscal year; the employee shall take the personal holiday before the end of the fiscal year or lose it. If the employee has to work on their designated holiday, they will be allowed to reschedule their holiday as determined by their department director. To ensure operating efficiency of the department, the employee must submit a three-day written notice unless a personal hardship does not allow for an advance notification.

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

(c) Full-time regular employees ~~shall be~~ *are* entitled to paid holidays. *Holiday pay will be applied based on the employee's regularly scheduled hours for that day under their approved schedule (e.g., 8, 10, 12, or 24 hours).*

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

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

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

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

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

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

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

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

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

Sec. 2-59. Annual leave.

The following will apply to a full-time regular employees not covered by a collective bargaining agreement. Part-time regular employees are not entitled to annual leave.

(a) ~~Full-time regular employees earn~~ *Earned* annual leave *(A.L.)* as follows:

(1) Zero to ten (10) years of service*:* ~~Up to ten (10) working days per year~~ *Accrual equivalent to 80 hours per year*, 3.08 A.L.

(2) Ten (10) to fifteen (15) years of service*:* ~~Up to twelve (12) working days per year~~ *Accrual equivalent to 96 hours per year*, 3.69 A.L.

(3) Over fifteen (15) years of service*:* ~~Up to fifteen (15) working days per year~~ *Accrual equivalent to 120 hours per year*, 4.62 A.L.

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

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

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

(2) Annual leave shall not accrue after forty-five (45) working days for serious illness pay hours.

(3) Annual leave shall not accrue after forty-five (45) working days for workers' compensation (injury-with-pay hours and injury-without-pay hours) from the date of injury.

(*d*) The maximum amount of annual leave that an employee may carry over from one (1) year to the next is sixty (60) days (four hundred eighty (480) hours). Any annual leave to the employee's credit over the sixty (60) days (four hundred eighty (480) hours) maximum will be transferred and added to the employee's sick leave accrual balance at the end of the fiscal leave year.

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

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

(*f*) Employees who leave city employment after a minimum of six (6) months employment will be paid a lump sum for the annual leave balance to their credit up to a maximum of sixty (60) days (four hundred eighty (480) hours). If an employee dies, the lump-sum payment

made to his/her beneficiary will include payment for all the annual leave to the employee's credit at the time of death.

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

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

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

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

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

(*k*) Annual leave shall not be advanced to employees.

(*l*) Annual leave credits are not transferable between employees.

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

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

(Ord. of 12-4-79, Ch. II, § 4; Ord. No. 83-36, §§ 7—11, 4-19-83; Ord. No. 87-27, §§ 1, 2, 2-2-87; Ord. No. 99-279, § 1, 9-27-99; Ord. No. 2006-O-149, § 1, 7-3-06; Ord. No. 2011-O-143, 10-17-11; Ord. No. 2018-O-139, § 1, 9-25-18)

Sec. 2-60. Sick leave.

(a) Regular full-time employees earn sick leave at the rate of two (2) hours per pay period, ~~for a total of six and one-half (6½) working days a year~~ *for a total of 52 hours a year (based on 2 hours per pay period*.

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

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

(2) Sick leave shall not accrue after forty-five (45) working days for serious illness pay hours.

(3) Sick leave shall not accrue after forty-five (45) working days for worker's compensation (injury with pay hours and injury without pay hours) from the date of injury.

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

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

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

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

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

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

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

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

(i) A medical certificate to cover sick leave absences of less than three (3) consecutive workdays may be required if the department director had reason to believe the employee is

abusing the use of the sick leave. The department director may request and obtain verification of the circumstances surrounding any use of sick leave.

(j) Employees shall be paid for accrued sick leave upon separation from city employment upon death, retirement under a city retirement program or under Social Security in which case accrued time up to ninety (90) days (seven hundred twenty (720) hours) will be paid. Employees who are hired on or after October 1, 2018, who leave city employment, retire, or upon death, shall not be paid for any accrued sick leave.

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

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

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

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

(2) The employee has been sick for five (5) consecutive working days and is under a doctor's care.

(3) The request is approved by the department director and the *H*uman *R*esources *D*irector. A second doctor's opinion may be requested by the department director or the human resources director, at the employee's expense.

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

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

(6) The serious illness program has been created for serious illness. This program is not mandatory and employees who are not otherwise prevented by the terms of a collective bargaining agreement may participate at their election. An illness which requires daily or continuing treatment, as certified by a healthcare provider, that necessitates required convalescence and/or treatment for an illness, off the job injury, surgery, impairment, or physical/mental condition that meets any of the following medical conditions:

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

b. Continuing treatment by a health care provider (e.g. licensed physician, chiropractor, family nurse practitioner, and psychiatrist) that consists of a period of incapacity for more than five (5) consecutive working days that also involves

treatment at least once by a health care provider which results in a regimen of continuing treatment that is of incapacitating nature involving inability to perform all of the physical job requirements needed to perform the full work capacity.

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

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

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

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

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

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

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

(n) Sick leave buy-back. Employees may select one (1) of the following options:

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

(2) The city may elect to purchase six (6) days of unused sick leave days at a rate of two (2) days of unused sick leave in exchange for one (1) paid day not to exceed three (3) paid days, from any employee who has accumulated at least sixty (60) days (four hundred eighty (480) hours) of sick leave prior to October 1 of that current fiscal year.

The city shall issue these checks no later than the first pay day in December of each fiscal year.

(Ord. of 12-4-79, Ch. II, § 5; Ord. No. 83-36, §§ 12—14, 4-19-83; Ord. No. 90-124, §§ 1, 2, 8-20-90; Ord. No. 93-237, § 1, 11-15-93; Ord. No. 99-279, § 2, 9-27-99; Ord. No. 2006-O-149, § 1, 7-3-06; Ord. No. 2011-O-143, 10-17-11; Ord. No. 2018-O-139, § 1, 9-25-18)

Sec. 2-61. Other leave.

(a) *Military leave.* Leave for the purpose of responding to orders of the military services as a member of the active service, reserve units, national guard, or other official special units will be granted to all regular employees for a maximum of fifteen (15) ~~calendar~~ *work*days paid leave per calendar year subject to the following conditions:

(1) All requests for leave must be supported by a copy of the order, directive, notice, or other document requiring absence from scheduled work.

(2) Time required over and above the maximum allowed must be taken as annual leave or leave without pay.

(3) In the event an employee is called to active duty pursuant to an order of the president of the United States for an extended period of time (more than fifteen (15) ~~calendar~~ *work*days) and for purposes other than determining physical fitness and/or for training, then that employee shall be allowed to draw on any compensatory time that they may have accumulated. Compensatory time shall be withdrawn in such a manner as to supplement the employee's base pay. Use or withdrawal of compensatory time shall be implemented in such a way as to ensure the cumulative base pay (military base pay + compensatory time) shall equal the earnings the employee would have received had he remained a full-time or part-time employee of the city. In no event however, shall the employee draw designated leave for more than ten-working-day increments per pay period.

This military differential pay program is not mandatory and employees who are not otherwise prevented by the terms of a collective bargaining agreement may participate at their election. Any eligible employee electing to participate in this program shall be responsible for providing any military orders and documentation (monthly leave earnings statements) that are required to determine military leave status and/or military base pay.

An exception from the requirement that the call to active duty be pursuant to an order of the president of the United States and from the disqualifying factor that the purpose for the active duty is not for training shall be made for employees called pursuant to an order of the governor of the state for an extended period of time (more than fifteen (15) ~~calendar~~ *work*days) to state active duty in accordance with state law (*HB 2513, effective September 1, 2025),* or to active duty under Title 32 of the United States Code.

(4) Upon exhausting all military leave and compensatory time, the city will supplement military base pay with the difference between the employee's military base pay and the employee's base pay with the city. The employee must use his/her military leave and compensatory time leave balances not exceeding a normal work week (no more than ten (10) working days) until these leaves have been exhausted.

If the employee's military base pay is less than his/her current city base pay, the employee will use military leave and compensatory time balances to supplement the total difference between the military base pay and the city base pay during active duty. Once military leave and compensatory time (with the exception of sick leave and annual leave) have been exhausted, the employee's military base pay will be supplemented by the city as previously stated.

Employees who are not able to execute and file the necessary forms for receipt of supplemental pay with the *Human Resources Department* will need to grant power of attorney to someone who will handle these matters for him/her.

Employees who are activated will coordinate with their payroll assistants to ensure that all documentation has been submitted. In order to use military leave and compensatory time balances, the employee must sign a "request for leave" form indicating the maximum amount of leave requested for each type of leave (military leave and compensatory time balances). The employee must provide the payroll assistant with his/her leave earnings statement (LES) each month to calculate the differential pay.

The department payroll assistant will process and submit the supplemental pay form to the human resources department, ~~personnel~~ *Recruitment & HRIS* division. The human resources department ~~personnel~~ *Recruitment & HRIS* division will then coordinate payment with finance department.

Automatic voluntary deductions will not be made for supplemental base pay. Therefore, it will be the employee's responsibility to make other arrangements with those organizations receiving these payments through the city's payroll system.

(b) *Court/jury leave.* Employees called for jury service or who appear before or participate in any civil or criminal court proceeding by virtue of city employment shall be granted court leave with pay. Any fees received shall be turned in to the human resources department. Court leave is not charged to annual or sick leave.

(c) *Special leave.*

(1) Employees may be granted up to two (2) hours voting leave in order to vote in an official election when their working schedules make it very difficult to get to the polls between 7:00 a.m. and 7:00 p.m.

(2) A department director may grant an employee up to two (2) hours of leave to donate blood.

(d) *Maternity leave.* When a pregnant employee is unable to work due to her pregnancy, she may request any sick, annual leave, comp time and/or serious illness pay hours accrued to

her credit for maternity purposes. Once she has exhausted her leave she may request leave without pay to cover the remainder of her term of incapacity.

(e) *Funeral leave.* A department director may grant a regular employee up to three (3) working days of absence with pay *(based on employee's shift schedule)* without charge to sick or annual leave in the case of a death in the employee's immediate family.

(f) *Administrative leave.*

(1) With the approval of the city manager, a department director may grant administrative leave in the event of severe inclement weather, or in the case of a disaster.

(2) With the approval of the city manager, a department director may grant administrative leave on a case by case basis on sensitive issues as determined by the city manager or on any other event that the city manager considers necessary.

(g) *Injury leave.* When a city employee is injured on the job and is unable to report for work, his absence will be charged as follows:

(1) Work hours lost on the day of the injury will be charged as "injury with pay."

(2) Time lost as a result of the on-the-job injury beyond the date of the injury will be charged as follows:

a. An employee will be placed on "injury leave with pay" *(IP)* for the workdays in the first seven (7) calendar-day period after injury occurs.

b. After the seven (7) calendar-day period, the employee injured on the job will be placed on "injury leave without pay" *(IW)* and will receive worker's compensation from the insurance company carrying the city's worker's compensation program.

c. Compensation for on-the-job injuries begins to accrue on the eighth day after the first day off from work. If incapacity continues for four (4) weeks or more, the initial week of compensation is paid to the employee retroactively by the insurance company. Employees will be required to turn the check for that initial week paid retroactively back to the city since the employee was carried on "injury leave with pay" for that period.

d. Employees incapacitated for duty due to an on-the-job injury for more than one (1) year are required to furnish to the employee health nurse a doctor's current certification attesting to the probable length of the continued disability.

(Ord. of 12-4-79, Ch. II, § 6; Ord. No. 83-36, §§ 15, 16, 4-19-83; Ord. No. 91-038, § 1, 3-4-91; Ord. No. 2004-O-313, § 1, 12-6-04; Ord. No. 2006-O-297, § 1, 11-20-06; Ord. No. 2011-O-143, 10-17-11; Ord. No. 2019-O-195, § 1, 11-18-19)

Sec. 2-62. Absence without pay.

(a) Leave without pay may be granted under justifiable conditions. Leave without pay for over thirty (30) *working* days may only be granted if it is for the benefit of the city and the welfare of the employee and then only with the approval of the city manager.

(b) Request for extended leave without pay must be in writing, stating purpose of the leave and expected date of return.

(c) Employees granted extended leave without pay do not accrue annual and sick leave during the period of absence.

(d) Extended leave without pay will not be granted for more than one (1) year other than that covered under subsection 2-61(g), "injury leave."

(e) Approved leave of absence without pay is not considered break in service. The employee's service credit will be adjusted upon return from absence without pay to exclude the period of absence without pay.

(f) Absence without pay is not charged against any accrued leave.

(Ord. of 12-4-79, Ch. II, § 7; Ord. No. 83-36, § 2, 4-19-83)

Sec. 2-63. Absence without leave.

An employee who fails to report for duty or to remain on duty as scheduled without proper authorization shall be charged as absent without leave and shall not be paid for the time involved. Such absence is subject to disciplinary action and may be grounds for separation from employment with the city.

(Ord. of 12-4-79, Ch. II, § 8)

Secs. 2-64—2-70. Reserved.

City of Laredo

City Council - Supplemental Agenda

Meeting Date: 10/20/2025 **Introductory Ordinance 13.**

SUBJECT
An Ordinance Of The City Of Laredo, Texas authorizing to amend Ordinance 2018-O-175, Article X, Local Preference Program, Of Chapter 2, Administration, Of The Code Of Ordinances To Set Forth The Guidelines For Granting A Local Preference In City Procurements; Providing That This Ordinance Shall Be Cumulative; Providing A Severability Clause; Providing For Publication; And Declaring An Effective Date (As Amended).

PREVIOUS COUNCIL ACTION
City Council on November 19, 2018.

BACKGROUND
This ordinance serves as an update to Ordinance 2018-O-175, Article X, Local Preference Program, of Chapter 2, Administration, of the Code of Ordinances, which was originally adopted by the Laredo City Council on November 19, 2018. The ordinance established the City of Laredo's framework for granting a preference to local businesses in city procurements, promoting local economic growth and job creation. This amendment aligns the City's procurement practices with changes enacted by the 89th Texas Legislature through Senate Bill No. 1173. Effective September 1, 2025, Section 3 of S.B. No. 1173 increases the municipal procurement expenditure threshold from $50,000 to $100,000. Consequently, municipalities must follow competitive procurement procedures under Subchapter B and Subchapter C of Chapter 252, use the reverse auction method under Section 2155.062(d) of the Government Code, or comply with an alternative method described in Chapter 2269 of the Government Code for contracts exceeding that amount. This amendment ensures that the City of Laredo remains compliant with state law while continuing to prioritize local vendor participation in public contracts.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approve and adopt the Amended and Final Reading of this Ordinance.

Fiscal Impact

Fiscal Year: 2026
Budgeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No Fiscal Impact

ORDINANCE NO. 2025-O-

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING ORDINANCE 2018-O-175, ARTICLE X, LOCAL PREFERENCE PROGRAM, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES TO SET FORTH THE GUIDELINES FOR GRANTING A LOCAL PREFERENCE IN CITY PROCUREMENTS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE (AS AMENDED).

WHEREAS, the City Council recognizes that programs that encourage businesses to locate within the incorporated limits of the City of Laredo (the "City") and to hire Laredo residents as employees are the foundation of a strong local economy; and

WHEREAS, the City Council finds that by using its spending powers to encourage local business capacity, the City will also increase the competitive business pool from which it procures its goods and services, thereby maximizing return on investment in the City's fiduciary responsibility to its citizens; and

WHEREAS, the City Council finds that, when awarding contracts, the principal place of business of a vendor is a relevant criterion in providing best value for the City; and

WHEREAS, the City Council finds that the award of contracts to local area businesses benefits the economic vitality of the City and its area residents by providing citizen employment opportunity, increased property values and additional tax revenue to the City; and

WHEREAS, Texas Local Government Code Sections 271.905 and 271.9051 allow for the City's consideration of location of a bidder's principal place of business when awarding certain contracts; and

WHEREAS, in the interest of economic development opportunities for the City of Laredo, the City's Purchasing Division has implemented a local business purchasing preference policy in order to infuse additional dollars into the local economy; and

WHEREAS, City Council determines that for any procurement award that applies to this Ordinance, local responsive and responsible bidders in specified contracting areas offer the City the best combination of contract price and additional economic development opportunities, including the employment of City residents and increased tax revenue to the City; and

WHEREAS, City Council finds these determinations and conclusions meet the written determination required by Texas Local Government Code Section 271.905 and 271.9051 in the award of certain City contracts; and

WHEREAS, the City Council desires to add Article X, Chapter 2, to the Laredo City Code to follow state law and the local business preference policy to create contracting preference for local businesses; and

WHEREAS, City Council finds these determinations and conclusions meet the written determination required by Texas Local Government Code Section 271.905 and 271.9051 in the award of certain City contracts; and

WHEREAS, the 89th Texas Legislature enacted Senate Bill No. 1173, which amends Section 252.021(a) of the Texas Local Government Code, relating to municipal procurement thresholds and procedures; and

WHEREAS, effective September 1, 2025, Section 3 of S.B. No. 1173 increases the expenditure threshold from $50,000 to $100,000, requiring municipalities to follow competitive procurement procedures under Subchapter B and Subchapter C of Chapter 252, use the reverse auction method under Section 2155.062(d), Government Code, or comply with a method described in Chapter 2269, Government Code, for contracts exceeding that amount;

WHEREAS, Pursuant to the authority granted under Article XI, Section 5 of the Texas Constitution and the City's Home Rule Charter, the City Council may, by ordinance, authorize the City Manager to increase or decrease established expenditure thresholds. Any such adjustments must be consistent with the City's adopted budgetary policies, applicable state and federal laws, and principles of sound financial management.

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

Section 1. City Council determines that the findings contained in the preamble of this Ordinance are true and correct, and hereby adopts these findings.

Section 2. The City of Laredo Code of Ordinances, Chapter 2, is hereby amended by adding a new Article entitled "Local Preference Program" to create a contracting preference for local businesses as follows:

Article X. - Local Preference Program Sec.

2-405. -Declaration of Policy.

(a) It is the policy of the City of Laredo (the "City") to use its spending powers to promote fiscal responsibility and maximize the amount of resident tax dollars that remain in the local economy for the benefits of its citizens by utilizing all available legal opportunities to contract with local businesses.

(b) It is the policy of the City of Laredo to afford a bidding preference to local businesses, unless prohibited by granting agencies, exempted by Federal or State Laws/Codes, Local

ordinances or City resolutions, or if doing so would be clearly disadvantageous to the City.

(c) It is the policy of the city to achieve the policy goal in subsection (a) by utilizing a local business purchasing preference in the competitive processes of procuring goods and services.

(d) Nothing in this article prohibits the city from rejecting all bids, as permitted by law.

(e) Nothing in this article may be construed to require the city to enter into a contract with a bidder that is not a responsible bidder.

(t) Except as provided by this Article IX, Local Preference Program, the City's procurement shall otherwise remain unchanged.

Sec. 2-406. - Definitions.

The following words and phrases, when used in this article, have the meanings provided in this section:

Bid means any procurement method governed by Texas Local Government Code, Title 8, Acquisition, Sale or Lease of Property, or as it may be amended.

Headquartered means the place where a business entity's officers direct, control and coordinate the entity's activities.

Joint venture means a collaboration of business entities, in response to a solicitation, which is manifested by a written agreement between two (2) or more independently owned and controlled business entities to form a third business entity solely for the purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

Local business means a business with a principal place of business within the city limits.

Managing department means the department managing the procurement for a contract.

PDFD means the purchasing division of the city's finance department, or successor division or department with primary responsibility for procurement.

Principal place of business means (I) a business headquartered for one year or more in the incorporated limits of the city; or (2) a business having an established place or places of business in the incorporated limits of the city from which at least one hundred (100) of its employees or at least twenty (20) percent of its total number of full-time, part-time and contract employees are regularly based, and from which a substantial role in the business ' performance of a commercially useful function or a substantial part of its operations is conducted by those employees. A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a principal place of business.

Sec. 2-407. - Purchases of personal property that is not affixed to real property.

~~(a) [Contracts of fifty thousand dollars ($50,000.00) to under five hundred thousand dollars ($500,000.00). In purchasing any personal property that is not affixed to real property, if the city receives one (I) or more bids from a bidder that is a local business and whose bid is within five (5) percent of the lowest bid price received by the city from a bidder who is not a local business, the city shall enter into a contract that requires an expenditure of fifty thousand dollars ($50,000.00) to under five hundred thousand dollars ($500,000.00) with the bidder that is a local business.]~~

(a) Contracts of one hundred thousand dollars ($100,000.00) to under five hundred thousand dollars ($500,000.00). In purchasing any personal property that is not affixed to real property, if the city receives one (I) or more bids from a bidder that is a local business and whose bid is within five (5) percent of the lowest bid price received by the city from a bidder who is not a local business, the city shall enter into a contract that requires an expenditure of one hundred thousand dollars ($100,000.00) to under five hundred thousand dollars ($500,000.00) with the bidder that is a local business.

(b) Contracts of five hundred thousand dollars ($500,000.00) or more. In purchasing any personal property that is not affixed to real property, if the city receives one (1) or more bids from a bidder that is a local business and whose bid is within three (3) percent of the lowest bid price received by the city from a bidder who is not a local business, the city shall enter into a contract that requires an expenditure of five hundred thousand dollars ($500,000.00) or more with the bidder that is a local business.

(c) When a bidder is a joint venture, each joint venture partner must meet the definition of a local business to be eligible for the preference described in that section.

Sec. 2-408. - Purchases of non-professional services.

~~(a) [Non-professional services contracts of fifty thousand dollars ($50,000.00) to under five hundred thousand dollars ($500,000.00). In procuring non-professional services, excluding construction services, if the city receives one (1) or more bids from a bidder that is a local business and whose bid is within five (5) percent of the lowest bid price received by the city from a bidder who is not a local business, the city shall enter into a contract that requires an expenditure of fifty thousand dollars ($50,000.00) to under five hundred thousand dollars ($500,000.00) with the bidder that is a local business.]~~

(a) Non-professional services contracts of one hundred thousand dollars ($100,000.00) to under five hundred thousand dollars ($500,000.00). In procuring non-professional services, excluding construction services, if the city receives one (1) or more bids from a bidder that is a local business and whose bid is within five (5) percent of the lowest bid price received by the city from a bidder who is not a local business, the city shall enter into a contract that requires an expenditure of one hundred thousand dollars ($100,000.00) to under five hundred thousand dollars ($500,000.00) with the bidder that is a local business.

~~(b) [Construction services contracts of fifty thousand dollars ($50,000.00) to under one hundred thousand dollars ($100,000.00). In procuring non-professional construction services, if the city receives one (1) or more bids from a bidder that is a local business and whose bid is within five (5) percent of the lowest bid price received by the city from a bidder who is not a local business, the city shall enter into a contract that requires an expenditure of fifty thousand dollars ($50,000.00) to under one hundred thousand dollars ($100,000.00) with the bidder that is a local business.]~~

(b) *Construction services contracts of one hundred thousand dollars ($100,000.00) to under two hundred thousand dollars ($200,000.00). In procuring non-professional construction services, if the city receives one (1) or more bids from a bidder that is a local business and whose bid is within five (5) percent of the lowest bid price received by the city from a bidder who is not a local business, the city shall enter into a contract that requires an expenditure of one hundred thousand dollars ($100,000.00) to under two hundred thousand dollars ($200,000.00) with the bidder that is a local business.*

(c) When a bidder is a joint venture, each joint venture partner must meet the definition of a local business to be eligible for the preference described in that section.

Sec. 2-409. - Purchases of professional services.

(a) In procuring professional services under the Professional Services Procurement Act, Section 2254.004, Texas Government Code, the managing department may, when appropriate, award up to twenty (20) points to a respondent based upon knowledge of, and experience regarding local conditions as part of the qualifications determination.

(b) In procuring professional services not governed by statute, the managing department may, when appropriate, award ten (10) points to a respondent that is a local business headquartered within the incorporated limits of the city, or five (5) points to a respondent that is a local business not headquartered within the incorporated limits of the city.

(c) For respondents submitting responses as a joint venture to solicitations for professional services not governed by statute, the following is applicable:

a. For joint ventures, ownership and location of the individual entities entering into the joint venture relationship may be considered in the award of points. To be considered for points, at least one of the entities must be a local business; and

b. Allocation of points for joint ventures may be determined by the percentage of ownership by a local business(es). If the local business entity(ies) is (are) headquartered within the incorporated limits of the city for one year or more, the managing department may, when appropriate, allocate a percentage of ten (I 0) points based upon the percentage of local

business ownership in the joint venture. If the local business entity(ies) is (are) not headquartered within the incorporated limits of the city for one year or more, the managing department may, when appropriate, allocate a percentage of five (5) points based on the percentage of local business ownership in the joint venture.

~~[Sec. 2-410. - Purchases under $50,000.00.]~~

Sec. 2-410. - Purchases under $50,000.00.

~~[Subject to Texas Government Code Section 2254.004, when procuring goods or services valued at less than fifty thousand dollars ($50,000.00) that are not subject to a blanket purchase order or contract, the city shall select vendors and service providers with a principal place of business within the city, provided that any such vendor' s bid is no more than five (5) percent greater than the lowest bid, in the event the lowest bid is from one other than a local business.]~~

Subject to Texas Government Code Section 2254.004, when procuring goods or services valued at less than one hundred thousand dollars ($100,000.00) that are not subject to a blanket purchase order or contract, the city shall select vendors and service providers with a principal place of business within the city, provided that any such vendor' s bid is no more than five (5) percent greater than the lowest bid, in the event the lowest bid is from one other than a local business.

Sec. 2-411. - Responsibilities and Enforcement.

(a) The PDFD shall be responsible for establishing the documentation necessary to establish a principal place of business in the city. Any entity claiming to be a local business shall submit to the city a form promulgated by the PDFD, attested to by a duly authorized representative of the business. The PDFD shall make the final determination as to whether a business is a local business.

(b) The PDFD is directed to provide written guidance to departments upon implementation of this article and shall provide interpretative guidance and criteria related to joint ventures seeking preferences under this program to ensure uniform application that meets the intent of this article.

(c) The submission of documentation by a business entity that is required to establish a principal place of business, or to demonstrate the existence of and participation in a joint venture, that is found to contain false information is grounds for debarment under section 2.11 of the Laredo Code of Ordinances.

(d) The PDFD shall produce annual reports, summarizing the dollar amount of procurements awarded to local businesses under this program.

(e) Successor authority. The departmental roles and responsibilities established by this article are extended to any successor department or division that performs comparable duties, in the event of an organizational restructuring or the creation of new or changed departments or

divisions, or as otherwise provided by the City Manager.

Sec. 2-412. - Exceptions.

(a) This program does not apply to any contract funded in whole or in part by the federal government or where the city acts as a conduit for federal money.

(b) This program does not apply to contracts where the managing department or city council has determined that it would not be in the best interest of the city.

(c) This program does not apply to contracts for federal or state lobbying services.

(d) This program does not apply to purchases made through a purchasing cooperative program.

(e) In accordance with Local Government Code, Section 271.0951, this program does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C.A. Section 153.

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

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

Section 5. The City Secretary of the City of Laredo is hereby directed to publish the proposed Ordinance as required by Section 2.09 of the Charter of the City of Laredo.

Section 6. The publishers of the City Code of Laredo, Texas are authorized to amend said code to reflect the changes adopted herein and to correct typographical errors and to index, format and number paragraphs to conform to the existing code.

Section 7. This Ordinance shall become effective immediately upon passage

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____2025

_____
DR. VICTOR D TREVINO
MAYOR

ATTESTED:

_____
MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM:
DOAH T. NGUYEN, CITY ATTORNEY

_____
AMBER HOLMES
ASSITANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 10/20/2025 **Final Readings 14.**

SUBJECT
Authorizing the City Manager to execute a Second Amendment to Tower Site Lease by and between Pinnacle Towers LLC, a Delaware limited liability company (Pinnacle Towers Inc. a Delaware corporation, was converted pursuant to Delaware law to Pinnacle Towers LLC, effective April 7, 2004) ("Crown") and City of Laredo, a government entity of the State of Texas ("Customer") to amend the term of the agreement effective December 31, 2025 for a term of five (5) years with one (1) five (5) year renewal option. This lease is for space on the tower to collocate any and all antennas/equipment related to the operation of the city's 800Mhz Public Safety Radio System. All other terms and conditions remain in full force and effect.

PREVIOUS COUNCIL ACTION
Tower Site Lease approved January 2006 and First Amendment approved April 2011. Introductory reading approved August 18, 2025.

BACKGROUND
Authorizing the City Manager to execute a Second Amendment to Tower Site Lease by and between Pinnacle Towers LLC, a Delaware limited liability company (Pinnacle Towers Inc. a Delaware corporation, was converted pursuant to Delaware law to Pinnacle Towers LLC, effective April 7, 2004) ("Crown") and City of Laredo, a government entity of the State of Texas ("Customer") to amend the term of the agreement effective December 31, 2025 for a term of five (5) years with one (1) five (5) year renewal option. This lease is for space on the tower to collocate any and all antennas/equipment related to the operation of the city's 800Mhz Public Safety Radio System. All other terms and conditions remain in full force and effect.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	IST Department
Account #:	595-5515-513-3710

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

FINANCIAL IMPACT:
Current monthly rent is $5,656.95.

Docusign Envelope ID: 0AC41059-28CE-4E23-9F1A-EE8B956448E1

Customer Site Name: N/A
Customer Site ID: N/A

DRAFT

Crown Site Name: Laredo
Crown Business Unit: 871248
License Number: 154706
Amendment Number: 1029041

SECOND AMENDMENT TO TOWER SITE LEASE

This Second Amendment to Tower Site Lease (this "Amendment") is made this _____ day of _____, ____, by and between Pinnacle Towers LLC, a Delaware limited liability company (Pinnacle Towers Inc., a Delaware corporation, was converted pursuant to Delaware law to Pinnacle Towers LLC, effective April 7, 2004) ("Crown") and City of Laredo, a government entity of the state of Texas ("Customer").

RECITALS:

WHEREAS, Crown (and/or certain of its affiliates and/or predecessors-in-interest) and Customer (and/or certain of its affiliates and/or predecessors-in-interest) entered into a certain Tower Site Lease dated January 18, 2006, as may have been previously amended and/or assigned, and as may be subject to any master agreement or any other agreement(s) pertaining thereto (collectively, the "Co-Location Agreement"), whereby Customer leases or licenses from Crown certain space at a telecommunications facility known as Laredo, Crown BU# 871248 (the "Site"); and

WHEREAS, Crown and Customer desire to amend the Co-Location Agreement pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this Amendment as follows:

1. **Capitalized Terms.** Unless clear from the context in which they are used, all capitalized terms used herein shall have the same meanings ascribed to them in the Co-Location Agreement.

2. **Term Extension.** The term of the Co-Location Agreement that expired or is scheduled to expire on December 31, 2025 (the "Term") shall be extended, or shall be deemed to have been extended, commencing effective as of the expiration of said Term as set forth in the Co-Location Agreement (the "Extension Commencement Date"), and expiring on December 31, 2030 (the "Extension Expiration Date").

3. **Term Renewals.** Notwithstanding anything to the contrary in the Co-Location Agreement, beginning on the day immediately following the Extension Expiration Date, the Term shall automatically extend for one (1) renewal period of five (5) years each unless either party provides written notice to the other of its election not to renew the Term, at least one hundred eighty (180) days prior to the end of the then-current Term.

4. **Modifications to Equipment**. Notwithstanding anything to the contrary in the Co-Location Agreement, Customer shall apply to make modifications to its equipment by submitting an application form to Crown (as such form may be amended by Crown from time to time). A structural analysis, AM detuning study or an intermodulation study may be required by Crown in connection with a proposed modification, and Customer will be liable for the cost thereof. Any approved modification shall be evidenced by an amendment to the Co-Location Agreement, and the approved application, together with a tower level drawing and site plan (as required by Crown), describing all of Customer's permitted equipment and the locations thereof, shall be exhibits to said amendment.

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5. Insurance. The insurance provisions pertaining to Customer that are set forth in the Co-Location Agreement are hereby deleted in their entirety and replaced and superseded by and with the insurance provisions set forth below.

General. Customer shall maintain commercial general liability insurance on a form providing coverage at least as broad as the most current ISO CG 0001 policy form covering its occupancy and use of the Site. The liability insurance policies (automobile, commercial general liability, and umbrella) shall be endorsed to cover Crown, Crown's manager (as applicable), and Prime Landlord (as required by the terms of the Prime Lease, if applicable) as an additional insured on a primary and non-contributory basis such that the umbrella liability policy, primary auto liability and commercial general liability all apply as primary with regard to any primary and excess/umbrella liability insurance maintained by the subject additional insured on a form that does not exclude the concurrent negligence of the additional insured. All insurers will carry a minimum A.M. Best A-(FSC VIII) or equivalent rating and must be licensed or authorized to do business in the state where the Site is located. For the purposes of this Section, "Prime Lease" means the real property lease(s) or other instrument(s) from which Crown's rights in the Site are derived, and "Prime Landlord" means the lessor(s) or landlord(s) under the Prime Lease.

Minimum Limits. At a minimum, Customer shall obtain and maintain the following insurance coverage, covering itself, its employees and its agents:

(a) statutory workers' compensation including employer's liability with the following limits: $1,000,000 per accident; $1,000,000 disease, each employee; and $1,000,000 disease policy limit;

(b) commercial general liability covering bodily injury, death and property damage (including coverage for products/completed operations, and not excluding coverage for explosion, collapse and underground exposures (XCU)), with limits not less than $1,000,000 per occurrence, combined single limit with a $2,000,000 general policy aggregate and a separate products/completed operations aggregate of $2,000,000, plus umbrella liability insurance of $5,000,000;

(c) automobile liability covering all owned, hired and non-owned vehicles with combined single limits not less than $1,000,000 per accident; and

(d) commercial all risk of loss fire with extended coverage insurance covering all of Customer's equipment and improvements at the Site.

Customer must ensure that all independent contractors accessing the Site for or on behalf of Customer maintain insurance as separately specified by Crown.

Increases to and Application of Limits. Crown reserves the right, no more than once every five (5) years, to require reasonable increases in the commercial general liability limits and umbrella liability limits identified above, which increases shall be reflective of then-current industry exposures. Crown shall exercise such right by providing written notice thereof to Customer, in which event Customer shall become compliant within thirty (30) days after receipt of written notice of the subject increases to such limits. If Customer maintains insurance with limits higher than the minimum limits required by this Section, then such higher limits shall apply as to comply with the limits required by this Section. The insurance requirements in this Section shall not be construed to limit or otherwise affect the liability of Customer.

Policies and Certificates. All policies required to be provided pursuant to this Section shall contain a waiver of subrogation in favor of Crown, Prime Landlord (as applicable) and Crown's manager (as applicable). Customer shall provide certificates of insurance evidencing said coverage to Crown at least

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annually as the policies renew. Any failure on the part of Crown to request the required certificates of insurance shall not in any way be construed as a waiver of any of the aforesaid insurance requirements. All policies required hereunder shall provide that the insurer shall notify Crown of any policy cancellation not less than thirty (30) days in advance of the effective date of such cancelation, or, if such cancelation is due to non-payment of premium, not less than ten (10) days in advance of the effective date of such cancellation.

6. **Exceptions to Non-Disclosure.** Notwithstanding anything to the contrary in the Co-Location Agreement, and without limiting or deleting any exceptions to non-disclosure that may be set forth in the Co-Location Agreement, (a) either party may disclose the terms of the Co-Location Agreement, as amended, or any portion thereof, to: (i) such party's affiliated entities, (ii) such party's auditor, accountant, lender or attorney, (iii) such party's employees, directors, consultants, or agents who have a reasonable need to know such information and who shall agree in writing to be bound by the terms and conditions of this non-disclosure provision, or (iv) a government entity or agency to the extent required by regulation, subpoena or government order to reveal, disclose or publish such information; and (b) Crown may disclose the Co-Location Agreement, as amended, or the relevant portions thereof, to (i) the Prime Landlord, if a Prime Lease applies to the Site, or (ii) any of Crown's creditors.

7. **Full Force and Effect; Inconsistent Terms.** Except as expressly set forth in this Amendment, the Co-Location Agreement is otherwise unmodified, shall remain in full force and effect and is incorporated and restated herein as if fully set forth at length. In the event of any inconsistencies between the Co-Location Agreement and this Amendment, the terms of this Amendment shall control. Each reference in the Co-Location Agreement to itself shall be deemed to also refer to this Amendment.

[Remainder of Page Intentionally Left Blank]

Customer Site Name: N/A
Customer Site ID: N/A

Crown Site Name: Laredo
Crown Business Unit: 871248
License Number: 154706
Amendment Number: 1029041

IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

CROWN:

Pinnacle Towers LLC,
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Execution Date: _____

CUSTOMER:

City of Laredo
a government entity of the state of Texas

By: _____

Print Name: _____

Title: _____

Execution Date: _____

Site Name: Laredo ID 3002068
Site Address: Hwy. 1472, 3 mi W of Las
County: WEBB
State: TX
Coordinates: Latitude 27|39|33.50 - Longitude 099|36|36.60

Lessee's Site Name and ID: Pinnacle Site

TOWER SITE LEASE # 4081072

Lessor:
Pinnacle Towers LLC, a Global Signal company
301 N. Cattlemen Road, Suite 300
Sarasota, FL 34232

Lessee:
City of Laredo
1110 Houston Street
Laredo, TX 78040

THIS TOWER SITE LEASE ("Lease") is entered into by and between Lessor and Lessee and shall be effective on the date last signed by one of the parties. The Lessor owns or otherwise legally controls a certain tower site ("Site"), which includes a parcel of real property and improvements including buildings, towers, and related structures. The Site is more particularly described on attached EXHIBIT A.

WHEREAS, upon the commencement date of this lease, that certain Antenna Site Schedule No: 160400034N0007 by and between Pinnacle Towers Inc., and City of Laredo will be terminated and replaced by this lease.

WHEREAS, the Lessee desires to Lease a certain portion of land and tower space within the Site, along with access and utility easements thereto (collectively, the "Premises"), which is more particularly depicted on attached EXHIBIT B.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor grants to Lessee use of the Premises, together with an access and utility easement, under the following terms and conditions:

1. USE: Lessee may use the Premises for the installation, location, operation, maintenance, repair and/or use of certain equipment ("Permitted Equipment"), operating at permitted frequencies ("Permitted Frequencies") as set forth on attached EXHIBIT C.

2. INITIAL TERM: Sixty (60) months, commencing on the date of one of the following ("Commencement Date"). The Commencement Date shall be the earlier of the initiation of any work at the Site (in which case Lessee agrees to provide a satisfactory written acknowledgement of the Commencement Date prior to any on-site installations or preparatory work); or, January 1, 2006.

3. RENEWAL TERMS: Three (3) renewal terms of **sixty (60)** months each, which will automatically renew unless Lessee notifies Lessor in writing of Lessee's intent not to renew, no less than 90 days prior to the end of the then-current term.

4. RENT

(a) INITIAL RENT: The initial monthly rent shall be **Four Thousand Thirty-three and 00/100 Dollars ($4,033.00)** plus any applicable taxes. Rent shall become due and payable whether or not Lessee uses or maintains the Permitted Equipment on the Premises. Lessee shall pay all amounts due to Lessor by check, wire transfer, account auto debit or ACH credit to Lessor's account no later than the first business day of each calendar month that it is due. Payment, if by check, shall be delivered to the following address (or such other location as Lessor may designate in writing from time to time):

Pinnacle Towers LLC
PO Box 409250
Atlanta, GA 30384-9250

(b) ESCALATION: **Five percent (5%)** per annum, commencing on the first anniversary of the Commencement Date and on each anniversary of the Commencement Date thereafter, throughout the initial term of this Lease and any renewal term.

(c) PAYMENT PERIOD: Rent and any other applicable amounts due hereunder are due in advance, without offset or holdback, and shall be paid monthly.

(d) HOLDOVER. If Lessee holds over with respect to the Site or Premises after expiration of any Initial Term or Renewal Term, the Lease term with respect to such Site and/or Premises shall revert to a month-to-month term, and rent shall be one hundred fifty percent (150%) of the Rent applicable during the last month of the preceding term. Lessor and Lessee shall each have the right during such month-to-month term to terminate the Lease term with respect to such hold over, with or without cause, upon thirty (30) days' notice to the other party.

5. UTILITIES: Shall be (one of the following):
☐ Included in rent ("Bundled").
☒ Not included in rent. Lessee's electrical service shall be separately supplied and metered, and Lessee shall be responsible for all associated costs including installation, metering, and usage.
☐ Flat Rate in the amount of _____ per month, payable with each rent installment.

NOTE: The electricity rate hereunder assumes an electricity cost of ten (10) cents per kilowatt–hour. Lessor reserves the right to pass

through any increases in this rate to lessees paying Bundled or Flat Rate utilities.

6. STRUCTURAL ANALYSIS:

☒ Completed / Not Required

☐ Pending, pursuant to a separate Structural Authorization Form or similar agreement by and between the parties. To the extent any structural analysis determines that Site upgrades, modifications, improvements are required to accommodate Lessee's Permitted Equipment, the full cost thereof shall be borne by Lessee.

7. PRIME AGREEMENT: If the Lessor leases the real property on which the Site is located from the owner of the real property, Lessee shall abide by the terms and conditions of the land lease between Lessor and owner (the "Prime Lease") to the extent that such terms and conditions affect the Lessee's use of the Site.

8. INTERFERENCE: Lessee's Permitted Equipment shall not cause measurable interference to the equipment of the Lessor or other Lessees of the Site existing as of the date this Lease is executed by the parties. In the event Lessee's equipment causes such interference, and after Lessor has notified Lessee of such interference, Lessee will take all steps necessary to correct and eliminate the interference. If the interference continues for a period in excess of forty-eight (48) hours following notification, Lessor shall have the right to cause Lessee to cease operating the offending equipment or to reduce the power sufficiently to remove the interference until the condition can be remedied. Lessor agrees that Lessor and other Lessees will be permitted to install only such radio equipment that is of the type and frequency that will not cause measurable interference to the existing equipment of the Lessee.

9. INSURANCE: Insurance requirements for Lessee and Lessee's Contractors and Subcontractors are contained in Exhibit "D" attached hereto and are incorporated herein by this reference. In no event shall Lessor be liable for damage to Lessee's equipment, including replacement.

10. INDEMNIFICATIONS

(a) LESSOR shall indemnify Lessee against any claim, liability, or loss (including reasonable attorney's fees and court costs) resulting from injury to or death of any person, any damage to property, or loss of revenues due to (i) the acts or omissions of Lessor, its Contractors, subcontractors, agents or representatives; (ii) any breach of this Lease by Lessor, its contractors, subcontractors, agents or representatives; or (iii) the negligence or willful misconduct of Lessor or its contractors, subcontractors, agents, or representatives. In the event that Lessee seeks indemnification hereunder, Lessor shall have no obligation to indemnify as provided herein unless Lessee provides prompt written notice to Lessor of any such claims and allows Lessor the right (but not the obligation) to control the defense, negotiations, and/or settlement of such claim. Lessee and its counsel may participate in such proceedings at it own expense but not control such proceedings, negotiations, or defense as counsel of record if Lessor chooses to control the defense. In such event that Lessor chooses to control the defense, Lessee shall not admit any liability, settle, compromise, pay, or discharge any such claim, demand, suit or proceeding without the prior written consent of Lessor, which will not be unreasonably delayed, conditioned, or withheld.

(b) LESSEE shall indemnify Lessor against any claim, liability, or loss (including reasonable attorney's fees and court costs) resulting from injury to or death of any person, any damage to property, or loss of revenues due to (i) the acts or omissions of Lessee, its Contractors, subcontractors, agents or representatives; (ii) any breach of this Lease by Lessee, its contractors, subcontractors, agents or representatives; or (iii) the negligence or willful misconduct of Lessee or its contractors, subcontractors, agents, or representatives. In the event that Lessor seeks indemnification hereunder, Lessee shall have no obligation to indemnify as provided herein unless Lessor provides prompt written notice to Lessee of any such claims and allows Lessee the right (but not the obligation) to control the defense, negotiations, and/or settlement of such claim. Lessor and its counsel may participate in such proceedings at it own expense but not control such proceedings, negotiations, or defense as counsel of record if Lessee chooses to control the defense. In such event that Lessee chooses to control the defense, Lessor shall not admit any liability, settle, compromise, pay, or discharge any such claim, demand, suit, or proceeding without the prior written consent of Lessee, which will not be unreasonably delayed, conditioned, or withheld.

11. WAIVERS

(a) LESSOR waives its right to any claim against Lessee, its principals, employees, representatives and agents, for damage to any person or to the Site, the Premises and any improvements thereon, that are caused by, or result from, risks insured against under any insurance policies carried by the Lessor and in force at the time of any such damage and any risks which would be covered by the insurance which Lessor is required to carry hereunder. Lessor will cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Lessee in connection with any damage covered by any policy.

(b) LESSEE waives its right to any claim against Lessor, its principals, employees, representatives and agents, for damage to any person or to the Site, the Premises and any improvements thereon, that are caused by, or result from, risks insured against under any insurance policies carried by the Lessee and in force at the time of any such damage and any risks which would be covered by the insurance which Lessee is required to carry hereunder. Lessee will cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Lessor in connection with any damage covered by any policy.

(c) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR

CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS LEASE.

12. EQUIPMENT INSTALLATION, RECONFIGURATION, AND REMOVAL

(a) INSTALLATION: Lessee's Permitted Equipment located in and on the Site or Premises, whether installed overhead, above ground, or underground, shall remain the personal property of the Lessee, and shall not be considered a fixture to the real estate. Prior to installing the Permitted Equipment on the Site, Lessee shall submit engineering drawings, plans and specifications (collectively, "Plans") for Lessor's reasonable approval, after which Lessee shall promptly commence and complete the installation in accordance with the approved Plans. Lessee's installation, and any associated costs including necessary permits or Leases shall be at Lessee's sole cost and expense. Lessee may not install equipment at the Site without Lessor's prior written consent, which consent shall not be unreasonably withheld.

(b) RECONFIGURATION: Lessee agrees and acknowledges that the Permitted Equipment listed in this Lease is a true and accurate depiction of the equipment that Lessee will install at the Site. Should Lessee desire to add, reduce, modify or in any other way change the Permitted Equipment, and/or Permitted Frequencies contained herein, then Lessee shall submit such request to Lessor, in writing and in the form of Lessor's application ("Application"), for Lessor's approval.

(c) REMOVAL: Prior to the expiration or termination of this Lease, Lessee shall, at its sole cost and expense, remove its equipment from the Premises. If Lessee fails to timely remove its equipment, Lessor shall have, to the full extent of the law: (i) the right to immediate possession of the Premises without invoking legal process; and, (ii) the right (but not the obligation) to immediately disconnect and remove Lessee's equipment from the Site, in which case Lessee shall pay Lessor upon demand an amount equal to the cost of such disconnection, including removal and storage expenses, if any.

13. COMPLIANCE

(a) LESSOR shall: (i) obtain and maintain all applicable federal, state and local authorizations necessary to perform its obligations under this Lease; (ii) comply in all material respects with all federal, state, or local laws, codes and orders which may affect the tower, the Site or this Lease; and, (iii) maintain the Site in compliance with FCC rules pertaining to lighting, marking, inspection, and maintenance.

(b) LESSEE shall: (i) obtain and maintain all applicable federal, state and municipal authorizations necessary to perform its obligations under this Lease; (ii) comply in all material respects with all federal, state, or local laws, codes and orders which may affect the tower, the Site or this Lease; (iii) maintain, in full force and effect, its licenses with respect to Permitted Equipment and Permitted Frequencies; (iv) not permit any third party to operate its Permitted Equipment, or at its Permitted Frequencies; and, (v) promptly pay all charges, taxes, assessments and fees (exclusive of income taxes and real property taxes) which may be imposed by any governmental authority on or in connection with this Lease.

14. MAINTENANCE

(a) LESSOR may reasonably inspect the Site, including the Premises, and may make any necessary repairs, modifications, additions or replacements to the Site, including the Premises, any building, or any tower, and perform any work that may be necessary to prevent interference, waste or deterioration or to comply with applicable laws and regulations, or to perform the obligations of Lessee should it fail to do so as required herein. Lessor reserves the right to replace or rebuild any tower, building, or structure on the Site.

(b) LESSEE shall paint, at Lessee's expense, any Permitted Equipment installed on the tower (including transmission lines, antenna and all appurtenances) to match the tower, if the tower is painted from time to time. Lessee shall paint its Permitted Equipment to match the tower to ensure that the tower is in full compliance with applicable FCC, FAA or other rules or regulations governing the tower. Lessee shall surrender possession of the Premises to Lessor in the same condition it was at the commencement of this Lease, ordinary wear and tear and casualty excepted.

15. WARRANTIES AND REPRESENTATIONS

(a) FCC QUALIFIED: Lessee represents and warrants that it is legally qualified under applicable FCC rules, regulations, and/or guidelines to own and operate its Permitted Equipment and Permitted Frequencies and covenants that it will operate its Permitted Equipment and Permitted Frequencies within all material technical parameters of, and otherwise according to, all FCC rules, regulations, and the electrical code(s) of the applicable city, county and/or state and, with respect to Lessee's hiring of tower climbers, the Occupational Safety and Health Act.

(b) SATISFACTION WITH SITE: Lessee represents that it has independently examined the tower, the building, and the Site in general, and has determined that each are suitable for Lessee's intended use, and each are satisfactory to Lessee. Lessee accepts the Premises and the Site in "as is" condition and acknowledges that Lessor has no obligation to make alterations or improvements to the Premises or the Site, except as may be agreed to by the parties elsewhere herein.

(c) ENVIRONMENTAL: Lessee represents, warrants, and covenants to Lessor that Lessee at no time during the term of this Lease shall use or permit the use, generation, storage, treatment, or disposal of any hazardous substance, material, chemical, or waste on the Site in violation of any Environmental Regulations (as such term is defined in below). Lessee's use of the Premises will not involve the subsurface, except for those Premises where the placement of a foundation is required for Lessee's equipment and/or facilities, and

approved by Lessor. For the purposes of this clause, the term "Environmental Regulations" shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time.

(d) COOPERATION: Each party hereto shall reasonably cooperate with the other party with regards to any actions, filings, approvals, permits or Leases necessary for the parties to exercise their respective rights hereunder. Lessee shall cooperate with Lessor in its reasonable rescheduling of transmitting activities, reducing power, or interrupting Lessee's activities for reasonably limited periods of time in order to permit the installation, modification, repair, replacement or maintenance of the equipment of any user of the Site or the Premises.

(e) ESTOPPEL CERTIFICATES: Each party hereto shall, upon reasonable notice, execute, acknowledge, and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the Lease is in full force and effect as modified and stating the modifications), the dates to which rent and other charges, if any, have been paid in advance, and such other information as may be reasonably requested.

(f) LIENS: Lessee will not allow any liens of record to stand against the Site by reason of work, service, or materials, supplied through or under Lessee ("Mechanics' Liens"). Lessee shall cause any Mechanics' Lien filed against the Site to be discharged (by payment, deposit or bond) of record within thirty (30) days after the date Lessee receives notice that the lien has been filed.

16. FORCE MAJEURE AND SITE DAMAGE

(a) FORCE MAJEURE: The time for performance by Lessor or Lessee of any term, provision, or warranty of this Lease shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, or other cause not within the reasonable control of the Lessor or Lessee.

(b) SITE DAMAGE: If a Site is fully or partially destroyed or damaged, and as a result thereof Lessee is unable to conduct its operations on such Site for a period of at least seventy-two (72) hours in a manner that is functionally equivalent to Lessee's operations before such event, Lessor shall notify Lessee, within ten (10) days after such event, whether or not it intends to consider rebuilding or otherwise restoring the applicable Site and/or condition. If Lessor elects not to rebuild or otherwise restore the Site or remedy the condition, this Lease shall automatically terminate effective the date the Site was originally damaged. However, if Lessor elects to rebuild or repair the Site, it shall notify Lessee of that election and Lessee shall then have five (5) business days thereafter to either (i) terminate this Lease as of the date the Site was originally damaged; or (ii) agree to the continuation of this Lease. If Lessee agrees that this Lease shall continue, Lessor shall, thereafter, evaluate whether it is commercially reasonable to restore the Site following receipt of rental increases from each of its other customers on the Site and, if Lessor, in its sole discretion, determines that it is commercially reasonable to restore the Site, Lessor shall undertake to do so. If Lessor elects to repair or rebuild the Site, this Lease shall remain in force with respect to such Site, but Lessee shall be entitled to an abatement of Rent for the time it is unable to conduct its normal operations.

17. DEFAULT

(a) GENERALLY: A party shall be in default hereunder if it fails to make any payment on or prior to the date due, and does not cure such non-payment within ten (10) days after receiving written notice. A party shall also be in default hereunder if it fails to comply with any other term of this Lease and does not cure such other failure within thirty (30) days after the non-defaulting party provides the defaulting party with written notice thereof; provided however, that if any such non-monetary default is not capable of being cured within the requisite period of time, then so long as the party charged with the default has diligently pursued such cure of the default within the prescribed period, such party shall be given reasonable time to cure the default, such time not to exceed ninety (90) days, unless a shorter period is expressly required under the terms of this Lease.

(b) LESSOR REMEDIES: Upon the occurrence of any Lessee default that is not timely cured, Lessor may, subject to the terms of this section, seek any remedy available at law or equity, including disconnection and removal of Lessee's equipment from the Site at the expense of Lessee.

(c) LESSEE REMEDIES: Upon the occurrence of any Lessor default that is not timely cured, Lessee may, subject to the terms of this section, seek any remedy available at law or equity, including the right to specific performance or the right to terminate the Lease.

18. TERMINATION

(a) PRIOR TO COMMENCEMENT: This Lease may be terminated by Lessee prior to the commencement of the initial term by written notice to Lessor without further liability if, prior to commencement, Lessee is unable, through no fault of Lessee by way of Lessee's act or omission, to obtain any license, permit or other governmental approval necessary for the installation or operation of Lessee's equipment at the Premises.

(b) DURING TERM: Lessee may terminate this Lease during the current term upon ninety (90) days prior written notice to Lessor, without further liability, if through no act or omission of Lessee (i) any license, permit, or other governmental approval necessary for the installation or operation of Lessee's equipment at the Premises is cancelled or otherwise withdrawn or terminated; or (ii) Lessee is unable to continue its use of the Premises due to an action of the FCC. Lessor may terminate this Lease if any law, rule, regulation, ordinance or directive of any governmental agency prohibits or otherwise restricts the use of all or any portion of the Site, including any

tower or structure thereon, for the purposes contemplated by this Lease. Lessor may terminate this lease if an extension or continuation of the Prime Agreement is unable to be secured.

19. ASSIGNMENT: Lessee shall not assign this Lease, in whole or in part, or sublet or permit the Site, the Premises, its Permitted Equipment, or any part thereof to be used by others without the express written approval of Lessor, in its sole discretion. No assignment, sublease, or authorized use by others shall relieve Lessee of its obligations under this Lease. Lessee shall not mortgage or encumber this Lease without the express written approval of Lessor, which consent shall not be unreasonably withheld or delayed. Lessor may assign, mortgage, or encumber its rights under this Lease at any time.

20. EMINENT DOMAIN: If the Site or Premises upon which a tower, foundation, or building is located are acquired or condemned under the power of eminent domain, whether by public authority, public utility, or otherwise, and as a result thereof Lessee is unable to conduct its operations on such Site in a manner that is functionally equivalent to Lessee's operations before such event, then this Lease shall terminate as of the date of the acquisition or possession by the condemning authority. Lessor shall be entitled to the entire amount of any condemnation award, and Lessee shall be entitled to make a separate claim for and retain a condemnation award based on and attributable to the expense and damage of removing its fixtures and equipment.

21. LENDER'S CONTINUATION RIGHTS: Lessee understands that Lessor has mortgaged or otherwise created a lien on the Site. Accordingly, Lessee agrees that this Lease shall be subordinate to mortgages or other security instruments executed between Lessor and its lender ("Lender") that affect the Site. Lessee agrees to attorn to Lender in the event that Lender acquires title to the Site. Such attornment will be effective upon Lender's acquisition and shall not be terminated based on foreclosure. Lessee agrees to execute an attornment agreement, from time to time, to the reasonable satisfaction of Lender. Lessee agrees that Lessor is solely responsible for its own actions and that in no event shall Lender be liable to Lessee for acts, omissions, or liabilities arising from the Lease prior to Lender's acquisition. Lessor shall cooperate with Lessee in reaching a subordination, non-disturbance, and attornment agreement with Lender.

22. MISCELLANEOUS PROVISIONS

(a) All Exhibits attached hereto are incorporated herein by this reference.

(b) This Lease may be executed in counterparts, and any number of counterparts signed in the aggregate by the parties will constitute a single, original instrument.

(c) This Lease, including the exhibits, schedules, lists and other documents referred to herein, contain the entire understanding of the parties with respect to its subject matter. No modification of this Lease shall be effective unless contained in a written instrument executed by both parties.

(d) All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be delivered to the respective parties at the addresses first written above, and as may be amended from time to time. Any such notice may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery.

(e) Any action brought relating to this Lease shall be brought in the county in which the applicable Site is located, except that a proceeding for monetary default may be brought in Sarasota County, Florida. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

23. STATE SPECIFIC PROVISIONS

FLORIDA: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

NORTH CAROLINA: Prior to the commencement of any work to be performed in the State of North Carolina by any contractor or subcontractor retained by Lessee (directly or indirectly), Lessee is solely responsible and liable to Lessor for the delivery to Lessor of a certificate from the North Carolina Industrial Commission stating that such contractor and subcontractor have acted in compliance with G.S. 97-93 of the North Carolina General Statutes.

TEXAS: WAIVER OF TEXAS DECEPTIVE TRADE PRACTICES ACT. LESSEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE IT TO EVALUATE THE MERITS AND RISKS OF ITS TRANSACTION WITH LESSOR, AND THAT IT IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINAING POSITION WITH LESSOR. LESSEE HEREBY WAIVES ALL ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES – CONSUMER PROTECTION ACT, SECTION 741, ET. ESQ. OF THE TEXAS BUSINESS AND COMMERCE CODE (THE "DPTA"), A LAW THAT GIVE CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF LESSEE'S OWN SELECTION, LESSEE VOLUNTARILY CONSENTS TO THIS WAIVER.

24. CONDITIONAL PROVISIONS (APPLICABLE IF CHECKED)

☐ **IMPROVEMENTS:** The parties agree and acknowledge that to make the Site suitable for Lessee's intended use, the Site requires certain improvements (the "Improvements"). The parties agree and acknowledge that such Improvements will cost an amount approximately equal to $_____ (the "Improvement Cost"). Lessee shall pay to Lessor $_____ of such Improvement Cost by valid purchase order or check ("Lessee's Improvement Cost Contribution"). Upon Lessor's receipt of Lessee's Improvement Cost Contribution, Lessor shall use its best efforts to commence construction of such Improvements; provided that Lessor shall not be responsible for obtaining materials or executing contracts for the commencement of such Improvements until Lessor receives Lessee's Improvement Cost Contribution pursuant to this section. Once Lessor receives such Lessee's Improvement Cost Contribution, Lessee acknowledges and agrees that Lessee's ability to terminate this Schedule prior to the Commencement Date pursuant to the terms herein or pursuant to the Master Antenna Site Lease shall be deemed revoked and Lessee's Improvement Cost Contribution shall be non-refundable. Nothing in this Schedule shall require Lessor to complete the Improvements prior to the Commencement Date provided that Lessor undertakes in good faith to complete the Improvements in a commercially reasonable time period.

☐ **GOVERNMENT ASSESSMENTS:** This Site is Leased or leased from the Bureau of Land Management, the United States Forestry Service or other federal, state or local government authority. Lessee shall pay to Lessor its pro rata share of any and all fees or assessments levied by such governmental authority with regard to the Premises, as well as any fees or assessments invoiced by such authority that are attributable to the Permitted Equipment or Lessee's operations at the Site.

☐ **ADDITIONAL LAND:** Lessor and Lessee agree and acknowledge that additional ground space or access rights must be obtained to accommodate Lessee's needs at the Site, and that Lessor will attempt to secure such ground space or access rights. If Lessor is unable to obtain the additional ground space or access rights on terms mutually acceptable to Lessor and Lessee within ninety (90) days of execution of this Lease, Lessor shall provide written notification to Lessee of that fact. Lessee may, by providing written notice to Lessor within ten (10) business days after receiving such notification from Lessor, elect to either: (1) terminate this Lease, or (2) grant Lessor an additional ninety (90) days to attempt to obtain the additional ground space or access rights that are necessary. The Commencement Date of this Lease shall be extended until such requisite ground space or access rights have been obtained. If Lessor is unable to obtain the additional ground space or access rights within the additional ninety (90) day period, this Lease shall terminate.

☐ **LAND OWNER CONSENT:** Lessor and Lessee agree and acknowledge that the consent of the Land Owner must be obtained in order to lease or sublease portions of the Site, and that Lessor will attempt to secure such consent. If Lessor is unable to obtain this consent within ninety (90) days of execution of this Lease, Lessor shall provide written notification to Lessee of that fact. Lessee may, by providing written notice to Lessor within ten (10) business days after receiving such notification from Lessor, elect to either: (1) terminate this Lease, or (2) grant Lessor an additional ninety (90) days to attempt to obtain the consent that is necessary. The Commencement Date of this Lease shall be extended until such requisite consent has been obtained. If Lessor is unable to obtain this consent within the additional ninety (90) day period, this Lease shall terminate.

☐ **ADDITIONAL PROVISION(S)**

IN WITNESS WHEREOF, the parties have executed this Lease as of the date last signed by a party hereto.

WITNESSES:

Name: Kevin Vincent

Name: Peter Snow

LESSOR:
Pinnacle Towers LLC
By: Global Signal Services LLC, its Manager

By: _____

Name: Brett Buggeln
Senior Director of Real Estate & Construction

As Its: _____

Date: 1/18/06

WITNESSES:

Name: Ruth G. Silva

Name: _____

LESSEE:
City Of Laredo

By: _____

Name: Larry Dovalina

As Its: City Manager

Date: 1/12/06

Attested

By: _____
Gustavo Guevara, Jr.
City Secretary

EXHIBIT A
(TO TOWER SITE LEASE NO. 4026348)

LEGAL DESCRIPTION
OF THE SITE

Tract 1:

A tract of land containing 2.0379 acres, more or less, out of Porcion 10 Tomas Sanchez, Original Grantee, Abstract No. 280 in Webb County, Texas; Said 2.0379 acre tract being out of a 10 acre tract of land described by metes and bounds in Deed recorded in Volume 1053, Page 143-145 of the Webb County, Deed Records, and being herein more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found on the Southeast line of Porcion 9 and Northwest line of Porcion 10, same being the Southeast corner of a called 10 acre tract of land (9.9767 acres actual) described in Deed from Roger C. Rosha to Maria G. Becerra, dated March 16, 1991, same 10 acre tract being out of an original 1,261.95 acre tract in Porcion 9 as described in Deed recorded in Volume 352, Page 226-230 of the Webb County, Deed Records;

THENCE, S 68° 00' 00" E, with the Southeast line of Porcion 9, Northwest Line of Porcion 10 and the South line of said 10 acre tract, a distance of 481.25' to a ½" iron rod found for the true point of beginning and the Northeast corner hereof;

THENCE, S 26° 32' 25" E, with an fence in places and the East line of this tract, a distance of 1,486.22' to a point on the North right of way line of F.M. 1472 road (known as mines road) for the Southeast corner hereof;

THENCE, S 80° 21' 29" W, along the North right of way line of F. M. 1472 road, a distance of 62.71' to a point for the Southwest corner hereof;
THENCE, N 26° 32' 25" W, with a fence in places along the East line of a 8.000 acre tract as described in Deed recorded in Volume 1053, Page 873-874 of the Webb County, Deed Records, and the West line of this tract, a distance of 1,472.76' to a point for the Northwest corner hereof;

THENCE, N 68° 00' 00" E, with the Southeast line of Porcion 9, the Northwest line of Porcion 10 and the South line of said 10 acre tract, a distance of 60.19' to the POINT OF BEGINNING, containing 2.0379 acres of land, more or less.
SAVE AND EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

THE SURFACE ONLY of a 0.0381 acre tract out of Porcion No. 10, Tomas Sanchez, Original Grantee, Abstract No. 280, also being out of 10.00 acre tract (Tract 9) as conveyed by Deeds from Patricia Frese Yates, Independent Executrix of the Estate of Samuel Arthur Yates, Deceased and Jack E. Blanco to Thomas Wilson as recorded in Volume 1053, Pages 143-145 and 576-578, Real Property Records of Webb County, Texas, and being more fully described by metes and bounds as follows:

Commencing at the northeast corner of said 10.00 acre tract (out of Tract 9);

Thence, S. 26° 36' 31" E., 1472.41 feet to the point of beginning being on the north Right-of-Way Line of Highway FM 1472, said point being the southeast corner of said 10.00 acre tract herein described;

Thence, S. 80° 58' 29" W., 62.77 feet along said north Right-of-Way Line of Highway FM 1472 to a point for the southwest corner of this tract;

Thence, N. 26° 33' 18" W., 23.69 feet along a line to a point for the northwest corner of this tract;

Thence in an easterly direction, 60.76 feet along a curve to the left having a central angle of 01° 16' 56", a tangent of 30.38 feet and a radius of 2741.79 feet to a point on the east line of said 10.00 acre tract for the northeast corner of this tract;

Thence, S. 26° 36' 31" E., 32.04 feet along said east line of said 10.00 acre tract to the point of beginning and containing 0.0381 of an acre tract (1660.61 sq. ft.) of land more or less.

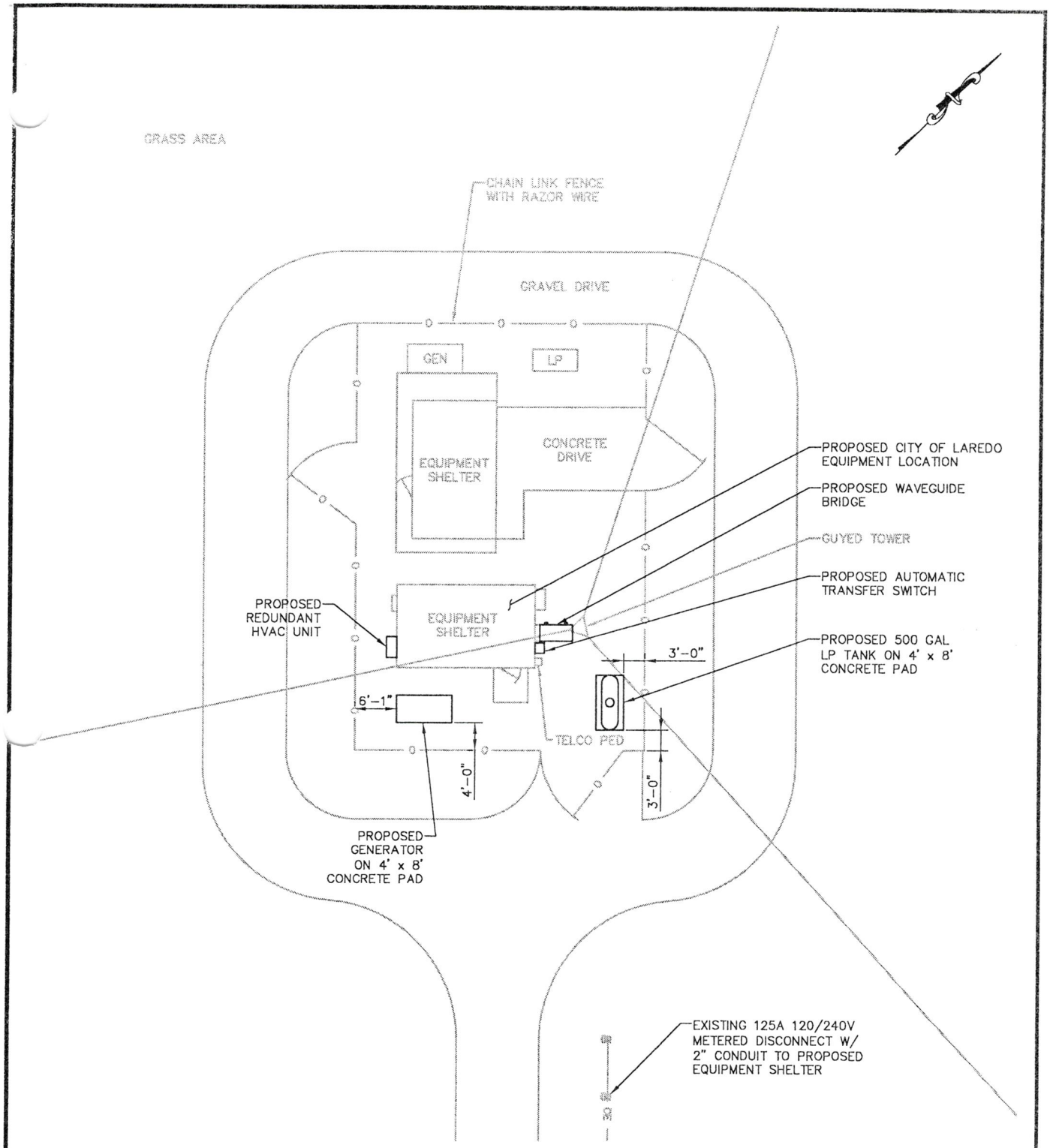
Company does not guarantee the amount of acreage.

TRACT 2:

Lot One (1), Block One (1), MOTOROLA PLAT, situated in Webb County, Texas, according to plat thereof recorded in Volume 13, Page 4, Map Records of Webb County, Texas.

EXHIBIT B
(TO TOWER SITE LEASE NO. 4026348)

SITE DRAWING OF THE PREMISES



SITE LAYOUT PLAN

20 0 10 20

1 INCH = 20 FT.

C FAULKNER ENGINEERING
400 Bowie Street, Suite 250
Austin, Texas 78703
P: 512.495.9470
F: 512.495.9473
P.O. Box 1528
Austin, Texas 78767-1528
www.cfaulknerengineering.com

FOR INFORMATION ONLY

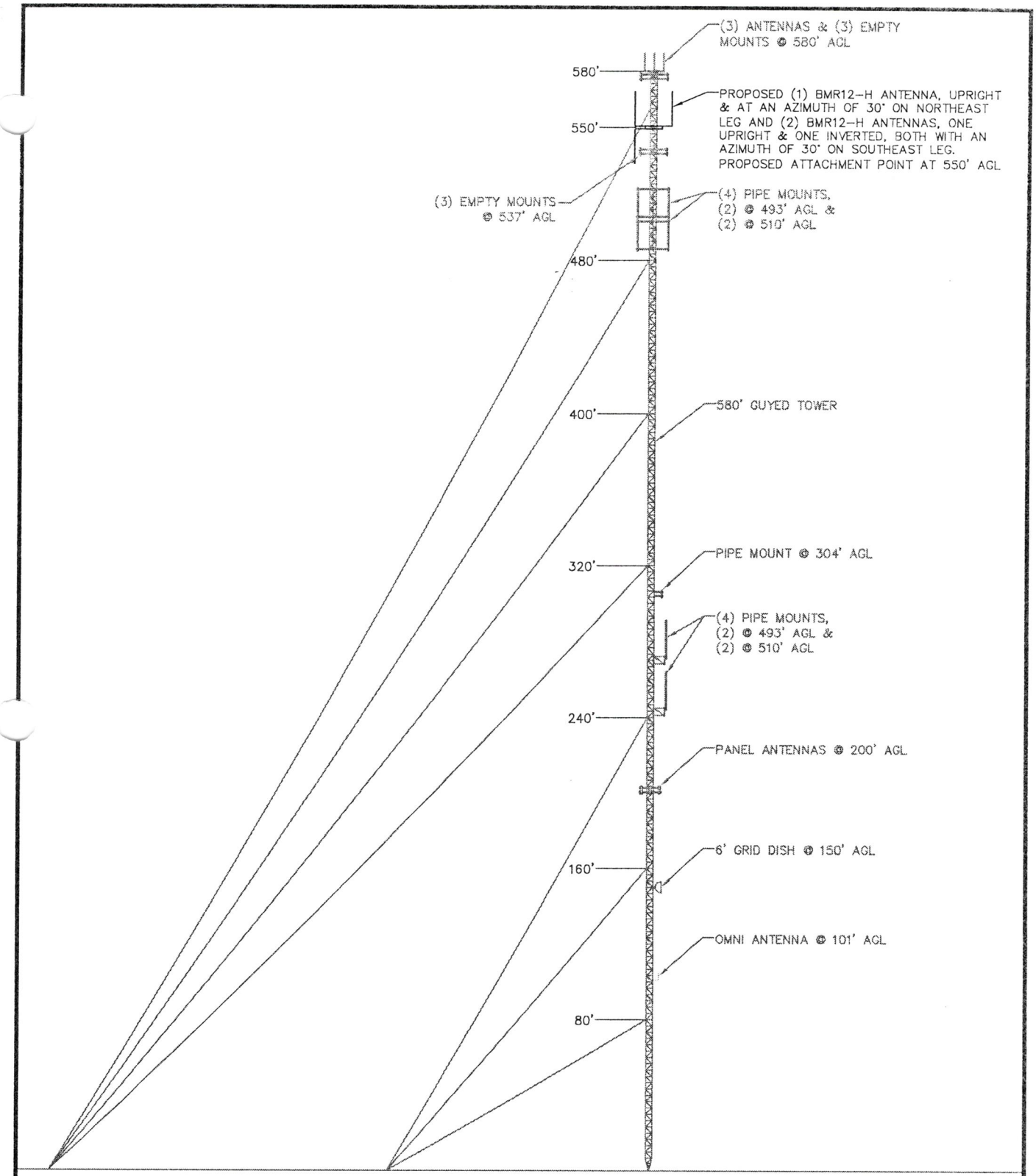
MOTOROLA

CITY OF LAREDO
NW SITE - PINNACLE

SITE PLAN
EXHIBIT 1 OF 2

1

I:\Mot - Public Safety\Motorola-Laredo_Pinnacle # 0400-034 (NW of Laredo)\CAD\MO-Laredo-NWsite-AS.dwg, 11/11/05 5:31:47 PM, kcs



TOWER ELEVATION

NTS

C FAULKNER ENGINEERING
400 Bowie Street, Suite 250
Austin, Texas 78703
P: 512.495.9470
F: 512.495.9473
P.O. Box 1528
Austin, Texas 78767-1528
www.cfaulknerengineering.com

FOR INFORMATION ONLY

MOTOROLA

CITY OF LAREDO
NW SITE - PINNACLE

TOWER ELEVATION
EXHIBIT 2 OF 2
REVISION 1

2

I:\Mot - Public Safety\Motorola-Laredo_Pinnacle # 0400-034 (NW of Laredo)\CAD\MO-Laredo-NWsite-AS.dwg, 12/15/05 3:20:33 PM, kcs

EXHIBIT C
(TO TOWER SITE LEASE NO. 4026348)

PERMITTED EQUIPMENT AND FREQUENCIES
(This Exhibit contains, in its entirety, Lessee's inventory of equipment specific to this Lease.)

LESSEE'S FCC LEASE/CALL SIGNS: _____

EXPIRATION DATE: _____

TOWER (SDA) MOUNTED EQUIPMENT LIST:

Lessee Owned Antennas ☐ **(OR)** Lessor's Master Antenna System ☐

ANTENNAS #1	**Mounting Height:**	**245'**	**Direction: Up ☒ Down ☐**		
Transmit ☒	**Receive ☒**				
Make:	Dipole	**Model:**		**Length:**	20'
Weight:		**Mount Type:**		**Weight:**	
Azimuth:		**ERP:**		**Coax Size:**	7/8"
ANTENNAS #2	**Mounting Height:**	**270'**	**Direction: Up ☒ Down ☐**		
Transmit ☒	**Receive ☒**				
Make:	Dipole	**Model:**		**Length:**	20'
Weight:		**Mount Type:**		**Weight:**	
Azimuth:		**ERP:**		**Coax Size:**	7/8"
ANTENNAS #3	**Mounting Height:**	**550'**	**Direction: Up ☒ Down ☐**		
Transmit ☒	**Receive ☒**				
Make:	RFS	**Model:**	BMR12-H	**Length:**	20'
Weight:	92 lbs	**Mount Type:**	Andrew HS-600	**Weight:**	207 lbs
Azimuth:	30	**ERP:**	302	**Coax Size:**	1 ¼"
ANTENNAS #4	**Mounting Height:**	**550'**	**Direction: Up ☒ Down ☐**		
Transmit ☒	**Receive ☒**				
Make:	RFS	**Model:**	BMR12-H	**Make:**	RFS
Weight:	92 lbs	**Mount Type:**	Andrew HS-600	**Weight:**	92 lbs
Azimuth:	30	**ERP:**	302	**Coax Size:**	1 ¼"
ANTENNAS #5	**Mounting Height:**	**550'**	**Direction: Up ☒ Down ☐**		
Transmit ☒	**Receive ☒**				
Make:	RFS	**Model:**	BMR12-H	**Make:**	RFS
Weight:	92 lbs	**Mount Type:**	Andrew HS-600	**Weight:**	92 lbs
Azimuth:	30	**ERP:**	302	**Coax Size:**	7/8"
Number of TMA:	1	**Coax size:**	3/8"		

Total Number of Antennas: 5
Total Number of Feedlines: 6

GROUND & BUILDING EQUIPMENT LIST

Lessor Building: ☒ **Lessee Building: ☐** **Lessee Pad: ☐**
Dimensions of Lessee's Floor Space: 10' x 2' (20 sq. ft.)

Equipment Make: **Equipment Model:**
Power Requirements: 200 volts **Transmit Power: 302** watts
Total # of Cabinets:2 **Cabinet Dimensions:** W 2' x D 2' x H 7' 6"

Transmit Frequencies: 851.125, 856.225, 857.125, 857.225, 858.125, 858.225, 859.125, 859.225, 860.125, 860.225 MHz

Receive Frequencies: 811.125, 811.225, 812.125, 812.225, 813.125, 813.225, 814.125, 814.225, 815.125, 815.225 MHz

Electrical Usage

☐ Included in Price (PTI Bundled) ☒ Tenant Direct (Tenants Cost) ☐ Flat Rate $

EXHIBIT D
INSURANCE REQUIREMENTS

1. LESSEE REQUIREMENTS

Within five (5) days after the execution of the Lease, but prior to the commencement of the initial term of such Lease, Lessee shall provide Lessor with certificates of insurance evidencing required coverage in force for the Site with a thirty (30) day notice to Lessor requirement for cancellation, non-renewal, or material change. Each certificate must be Site specific and name Lessor as an "additional insured" on the each policy, except workers compensation insurance policies. Lessee will cause each insurance policy it obtains to provide that the insurance company waives all right of recovery by way of subrogation against Lessor in connection with any damage covered it. All insurance shall be maintained during the term of the applicable Lease in companies legally qualified to transact business in the state where the applicable Site is located, in companies with an AM Best Rate of A-: VIII or greater, and may not have deductibles exceeding ten percent (10%) of the required coverage. The property insurance coverage may be maintained pursuant to master policies of insurance covering the specific Site, but coverage shall not be reduced at the Site by activities at Lessee's other property.

(a) Property: Lessee shall insure its Permitted Equipment and the property of others for which Lessee is responsible, against all loss or damage, including business interruption, in an amount no less than full replacement value. Lessor shall not provide any such insurance, and assumes no responsibility for damage occurring to Lessee's equipment, or that of Lessee's Contractor's and/or subcontractor's, including business interruption.

(b) Business Automobile Liability: Lessee shall obtain and maintain Bodily Injury and Property Damage Liability insurance on all owned, hired and non-owned vehicles with minimum limits of:

Combined Single Limit	$1,000,000.00

(c) Commercial General Liability: Lessee shall obtain and maintain bodily injury liability, property damage liability, products and completed operations liability, broad form property damage liability and personal injury liability coverage in the following amounts:

Policy Form	Occurrence
General Aggregate Limit	$1,000,000.00
Products & Completed Operations Limit	$1,000,000.00
Personal Injury & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00
Damage to Rented Premises	$ 100,000.00
Medical Expense Limit	$ 5,000.00

(d) Workers Compensation:

Employers Liability (State of the site location)	Statutory
Limit each accident	$ 100,000.00
Limit disease aggregate	$ 500,000.00
Limit disease each employee	$ 100,000.00

2. LESSEE'S CONTRACTORS AND SUBCONTRACTORS

Lessee shall require its Contractor and Subcontractors ("Contractors") to carry, in addition to the above, umbrella/excess liability insurance with minimum limits according to the following:

(a) General Site Maintenance: Contractors performing General Site Maintenance, defined as: (a) Grounds and vegetation maintenance and installation not requiring heavy equipment, or (b) Minor repairs and installations to existing facilities (locks, plumbing, fencing, air conditioning, etc.):

Each occurrence limit	$1,000,000.00
General aggregate limit	$1,000,000.00

(b) Site Work: Contractors working on the Site (other than General Site Maintenance), but not on the tower:

Each occurrence limit	$3,000,000.00
General aggregate limit	$3,000,000.00

(c) Tower Climbers: Work at a Site in **any** capacity that requires climbing the tower:

Each occurrence limit	$5,000,000.00
General aggregate limit	$5,000,000.00

Customer Site Name:
Customer Site ID:

Crown Site Name: Laredo
Crown Business Unit: 871248
License Number: 154706
Amendment Number: 267957

FIRST AMENDMENT TO TOWER SITE LEASE

This First Amendment to Tower Site Lease (this "Amendment") is made this 15th day of April, 20 11, by and between Pinnacle Towers LLC, a Delaware limited liability company ("Crown"), and City of Laredo ("Customer").

WHEREAS, Crown (and/or certain of its predecessors-in-interest) and Customer (and/or certain of its predecessors-in-interest) entered into a certain Tower Site Lease dated January 18, 2006, as may have been previously amended and/or assigned (hereinafter the "TLA"), whereby Customer leases or licenses from Crown certain space at a telecommunications facility described in the TLA (the "Site"); and

WHEREAS, Crown and Customer desire to amend the TLA pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this Amendment as follows:

1. Unless clear from the context in which they are used, all capitalized terms used herein shall have the same meanings ascribed to them in the TLA.

2. The monthly fee due under the TLA shall decrease by Two Thousand One Hundred Forty Seven and 25/100 Dollars ($2,147.25) on March 1, 2011, so that the adjusted monthly fee due as of said date shall be Three Thousand and 00/100 ($3,000.00).

3. The parties acknowledge that Customer is making certain modifications to its space and/or equipment at the Site as described in Attachment A, attached hereto.

4. The descriptions of Customer's space on the ground set forth in the TLA (including, without limitation, any descriptions of Customer's space on the ground set forth in any schedules, exhibits or attachments to the TLA) are hereby amended and deleted in their entirety and replaced and superseded by and with the descriptions of Customer's space on the ground set forth in Attachment A and Attachment B, attached hereto.

5. The descriptions of Customer's space on the tower set forth in the TLA (including, without limitation, any descriptions of Customer's space on the tower set forth in any schedules, exhibits or attachments to the TLA) are hereby amended and deleted in their entirety and replaced and superseded by and with the descriptions of Customer's space on the tower set forth in Attachment A and Attachment C, attached hereto.

6. The equipment descriptions and specifications with respect to Customer's tower-mounted equipment and Customer's ground-based equipment set forth in the TLA (including, without limitation, any equipment descriptions and specifications with respect to Customer's tower-mounted equipment and Customer's ground-based equipment set forth in any schedules, exhibits or attachments to the TLA) are hereby amended and deleted in their entirety and replaced and superseded by and with the equipment descriptions and specifications with respect to Customer's tower-mounted equipment and Customer's ground-based equipment set forth in Attachment A, Attachment B and Attachment C, attached hereto.

7. Except as expressly set forth in this Amendment, the TLA is otherwise unmodified, shall remain in full force and effect and is incorporated and restated herein as if fully set forth at length. In the event of any inconsistencies between the TLA and this Amendment, the terms of this Amendment shall control. Each reference in the TLA to itself shall be deemed to also refer to this Amendment.

[Remainder of Page Intentionally Left Blank]

Customer Site Name:
Customer Site ID:

Crown Site Name: Laredo
Crown Business Unit: 871248
License Number: 154706
Amendment Number: 267957

IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

CROWN:

Pinnacle Towers LLC,
a Delaware limited liability company

By: _____

Print Name: Cynthia Brylka

Title: Licensing Manager

Execution Date: 4-15-11

CUSTOMER:

City of Laredo

By: _____

Print Name: Carlos R. Villarreal

Title: City Manager

Execution Date: 4/6/11

CITY OF LAREDO, TEXAS

Rev.: 1
Prepared by: M. Cole
Prepared on: February 14, 2011
Template Version: 11/14/07, rev. 11/14/07

CROWN CASTLE

Customer Site Name:
Customer Site ID:

Crown Site Name: Laredo
Crown Business Unit: 871248
License Number: 154706
Amendment Number: 267957

ATTACHMENT A

Site Engineering Application

See attached approved Site Engineering Application

Customer Approved: Feb 10 2011

Application ID: 115111 **Revision # 1** **Submitted: Jan 25 2011**

Submitted By:	Jennifer Hermelin		
Original Submit Date:	Jan 25 2011	**Desired Install Date:**	N/A
Reason for Application:	Other	**JDE Job Number**	149031

Applications are subject to applicable Crown Castle engineering, regulatory, zoning/planning, and priority property-owner approval. Approval conditions may result in alternative requirements for type and/or placement of equipment. Approval conditions may also lead to additional or revised engineering analysis at Crown Castle discretion and upon consent of the customer.

Company Information

MLA:	Stand Alone Agreement - TLA
Parent License #:	154706
Company:	CITY OF LAREDO
Address:	PO BOX 210
City/Town:	LAREDO
State:	TX **Postal Code:** 78042-0210
Customer Job Number:	N/A
Customer Payment Reference:	
Customer Site Name:	N/A
Customer Site Number :	N/A

Site Information

Crown Castle Site Name:	Laredo		
Crown Castle Site ID:	871248		
Crown Castle District:	Austin		
Address:	27005 FM Hwy 1472		
City/Town:	LAREDO		
State:	TX	**Postal Code:**	78041
County:	Webb		
Latitude:	27° 39' 33.52"	**Longitude:**	-99° 36' 36.55"
Structure Type:	GUYED	**Structure Height:**	580 ft

Legal Entity Information

Operating Legal Entity:	CITY OF LAREDO		
Primary Contact:	JC PRUNEDA	**Phone:**	956-721-2050
E-mail:	jpruneda@ci.laredo.tx.us	**Fax:**	956-721-2059
Address:	1101 Garden St.		
City/Town:	Laredo	**State:** TX	**Postal Code:** 78040
RF Contact:	Juan C Pruneda	**Phone:**	956-740-3957
E-mail:	jpruneda@ci.laredo.tx.us		

Service Information

Svc	Technology	EIRP (WATTS)	Std Frequency	Frequencies Transmit Start	Transmit Stop	Receive Start	Receive Stop
1	Digital	125.0		806.0	821.0	851.0	866.0

Antenna Information

Cust Mount Class / Eng Mount	C Line Mount	Leg or	Mfg. /	Transmit	Transmit	Receive	Receive

Pos.	Type	Elev	Level	Azimuth	Face	Model	Svc	Start	Stop	Start	Stop	Use	Orient	Status
A	Sector Mount Sector Mount [SM 101-1]	545	551.0 FT	50	Face A	RFS/CELWAVE BMR12-H-B1	1	806.0	821.0	851.0	866.0	TX/RX	Inverted	Installed
A	Sector Mount Sector Mount [SM 101-1]	565	551.0 FT	50	Face A	RFS/CELWAVE BMR12-H-B1	1	806.0	821.0	851.0	866.0	TX/RX	Upright	Installed
B	Sector Mount Sector Mount [SM 101-1]	565	551.0 FT	300	Face C	RFS/CELWAVE BMR12-H-B1	1	806.0	821.0	851.0	866.0	TX/RX	Upright	Installed

Feedline Information

Pos.	Customer Mount Class	Qty	Mfg.	Model	Length	Location	Ladder Type	Status
A	Sector Mount	1	Primary: ANDREW Secondary: N/A	LDF6-50A	595.0 ft	F2F	FLLDR	Installed
A	Sector Mount	1	Primary: ANDREW Secondary: N/A	LDF6-50A	615.0 ft	F2F	FLLDR	Installed
B	Sector Mount	1	Primary: ANDREW Secondary: N/A	LDF5-50A	615.0 ft	F2F	FLLDR	Installed

Optional Component Information

Pos.	Customer Mount Class	Tower Mounted Equipment Qty.	Type	Mfg.	Model	Elevation	Status
A	Sector Mount	N/A	N/A	N/A	N/A	N/A	N/A
A	Sector Mount	N/A	N/A	N/A	N/A	N/A	N/A
B	Sector Mount	N/A	N/A	N/A	N/A	N/A	N/A

Power Requirements

VAC	Need Crown Power	Phase	Amps
120/240	No	Single Phase	0

Lease, Pad, and Building Requirements

Building
Building Id #: N/A
Building Type: INSHLTR

	Length	Width	Height	SQ. Footage	Status
Lease	10ft 0in	2ft 0in	N/A N/A	20.0	INSTLLD
Pad	N/A N/A	N/A N/A	N/A N/A	N/A	N/A
Building	N/A N/A	N/A N/A	N/A N/A	N/A	N/A

Other Pad Requirements

No cabinets, dishes or other pads exist for this application
Number of Existing Cabinets: 0
Number of Proposed Cabinets: 0

Generator Requirements

Propane Generator

Generator Status:	Location:	Manufacturer:	Model:	Generator Size (KW):	Tank Size (GAL):	Crown or Customer Generator:
INSTLLD	INADDAR	GENERAC	UNKNOWN	40	500	CUSTOMER

Length	Width	Height	SQ. Footage	Status

Lease	4ft 0in	8ft 0in	N/A N/A	32.0	INSTLLD
Pad	4ft 0in	8ft 0in	N/A N/A	32.0	INSTLLD
Propane Lease	4ft 0in	8ft 0in	N/A N/A	32.0	INSTLLD
Propane Pad	4ft 0in	8ft 0in	N/A N/A	32.0	INSTLLD

Battery Requirements **Is Battery Backup Required? No**

Type	Qty.	Mfg.	Model
N/A	0	N/A	N/A
N/A	0	N/A	N/A

Comments/Additional Information

Comments:
CITY OF LAREDO. The purpose of this amendment is to remove the equipemnt at the 245' and 270' levels. All other existing RF configurations and ground equipment will remain the same. Final Configuration: 3 Omni's and 3 lines.

****Indicates where Cut Sheet data has been entered.**

NOTICE: Structural Analysis shall be performed in accordance with the current revision of the TIA/EIA 222 standard and applicable local building permit codes and standards. EME analysis shall be consistent with current revision of FCC/OSHA standard OETB 65. AM detuning, when required, will be performed to 47 CFR22.371. The customer is responsible for all analysis expenses. All construction drawings are subject to Crown Castle engineering approval prior to commencement of tower attachments and compound installations. Installation of equipment not conforming to approved drawings may violate the terms of the occupancy agreement and will be corrected at the customer's expense. Crown Castle requires drawings for pre-construction approval and as built drawings for physical configuration validation to be submitted as unlocked AutoCAD files (Version 2000i preferred).

Appendix A - Antenna, Feedline, TME Specifications

Antenna Specifications

Quantity	Manufacturer	Model	Type	Height	Width	Depth	Weight	Flat Plate Area
3	RFS/CELWAVE	BMR12-H-B1	OMNI	240.0 IN	6.625 IN	6.625 IN	92.0 LBS	7.6 FT2

Feedline Specifications

Quantity	Manufacturer	Model	Nominal Size	Nominal O.D.
1	ANDREW	LDF5-50A	7/8"	1.09 IN
2	ANDREW	LDF6-50A	1-1/4"	1.55 IN

Customer Site Name:
Customer Site ID:

Crown Site Name: Laredo
Crown Business Unit: 871248
License Number: 154706
Amendment Number: 267957

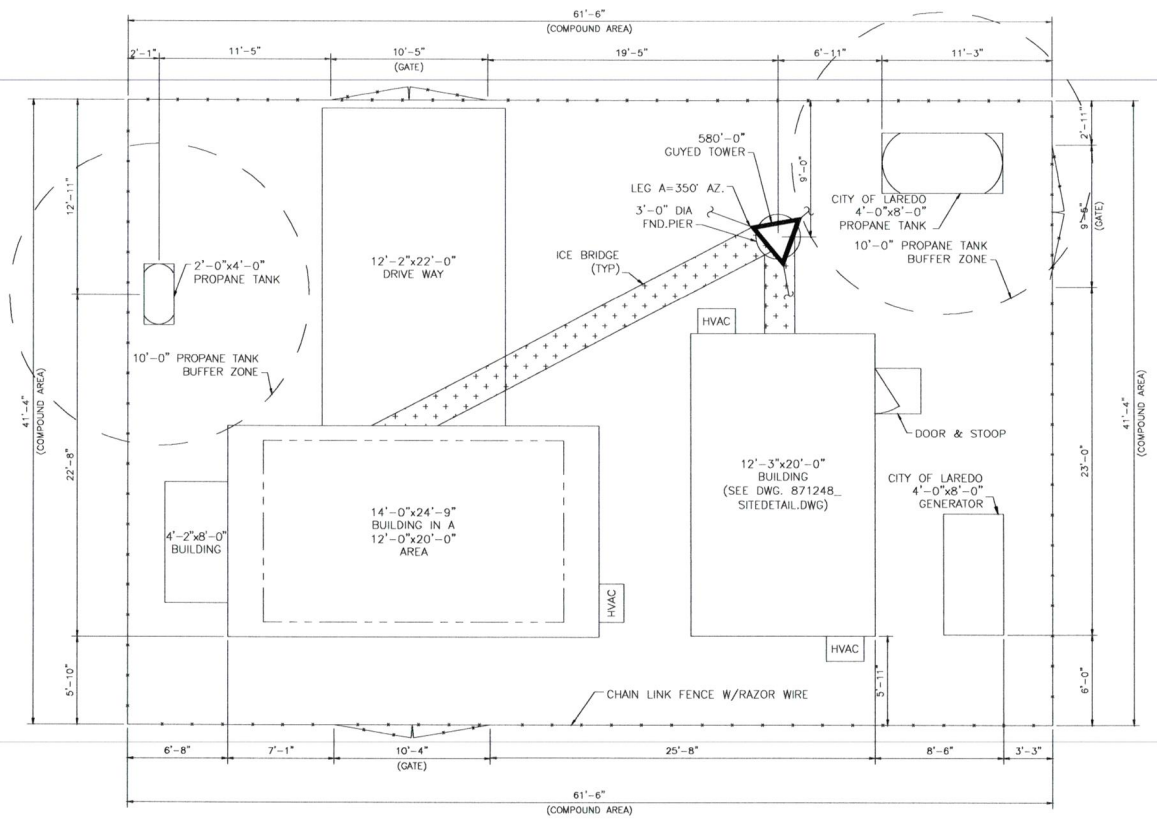
ATTACHMENT B

Site Plan

See attached Site Plan

Rev.: 1
Prepared by: M. Cole
Prepared on: February 14, 2011
Template Version: 11/14/07, rev. 11/14/07

CROWN CASTLE



AREA USAGE	
CROWN LEASE AREA	0 SQ FT
COMPOUND AREA	2542 SQ FT

SITE PLAN

SCALE: 1/8"=1'-0" | 1

ENG-PLN-10050 REV(-) DATE:7/13/06

PLOT DATE: 2/1/2011 FILE NAME: 871248_SITEPLAN.DWG

CARRIERS LOGO

CROWN CASTLE

USA

SPACE RESERVED FOR PROFESSIONAL SEALS

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	12/02/08	NEW BUILD PER WORK ORDER # 192810	BNS

DRAWN BY: BNS
CHECKED BY: LAN
DRAWING DATE: 12/02/08

SITE NUMBER:
SITE NAME:

SITE NAME

LAREDO

BUSINESS UNIT NUMBER

871248

SITE ADDRESS

27005 FM HWY 1472
LAREDO, TX 78041
WEBB COUNTY
USA

SHEET TITLE

SITE PLAN

SHEET NUMBER

A-2

CROWN CASTLE

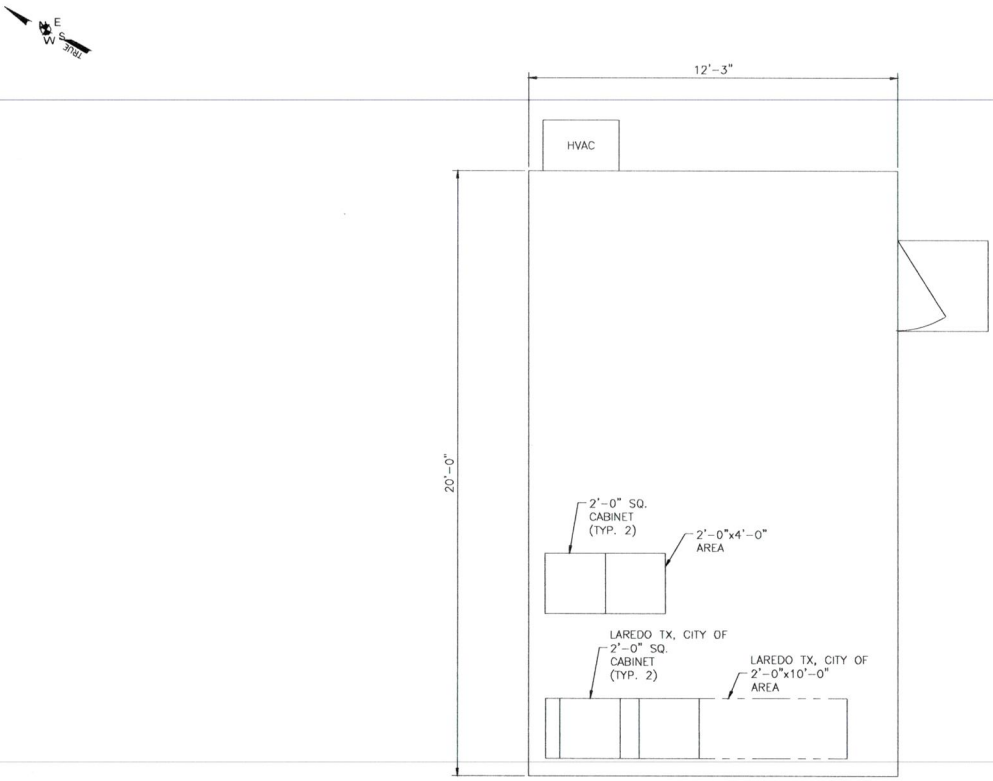
Customer Site Name:
Customer Site ID:

Crown Site Name: Laredo
Crown Business Unit: 871248
License Number: 154706
Amendment Number: 267957

ATTACHMENT C

Level Drawing

See attached Level Drawing



BUSINESS UNIT: 871248 TOWER ID: SITEDETAIL

AREA USAGE	
CROWN LEASE AREA	0 SQ FT
COMPOUND AREA	2542 SQ FT

SITE PLAN

SCALE: 1

PLOT DATE: 2/1/2011 FILE NAME: 871248_SITEDETAIL.DWG

ENG-PLN-10050 REV(-) DATE:7/13/06

CARRIERS LOGO

CROWN CASTLE

USA

SPACE RESERVED FOR PROFESSIONAL SEALS

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	01/02/11	AS-BUILT INFORMATION ADDED PER WORK ORDER # 384822	WJM

DRAWN BY: WJM
CHECKED BY: WJM
DRAWING DATE: 12/02/08

SITE NUMBER:
SITE NAME:

SITE NAME

LAREDO

BUSINESS UNIT NUMBER

871248

SITE ADDRESS

27005 FM HWY 1472
LAREDO, TX 78041
WEBB COUNTY
USA

SHEET TITLE

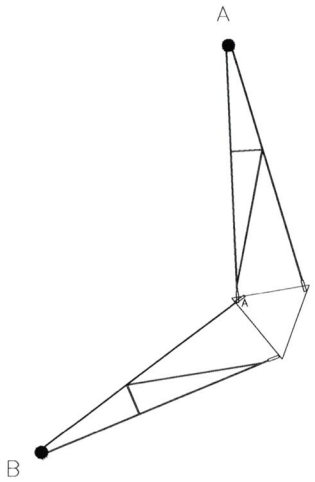
SITE DETAIL

SHEET NUMBER

A2-1

CROWN CASTLE

		ANTENNA							FEEDLINE		TME			
ORIENT	CUSTOMER	℄	STATUS	MFG	MODEL	AZ	TECH	TX/RX	QTY	SIZE	QTY	TME TYPE	MFG	MODEL
A UP	LAREDO TX, CITY OF	565	INSTALLED	RFS/CELWAVE	BMR12-H-B1	50	Digital	TX/RX	1	1-1/4"	0			
INV	LAREDO TX, CITY OF	545	INSTALLED	RFS/CELWAVE	BMR12-H-B1	50	Digital	TX/RX	1	1-1/4"	0			
B UP	LAREDO TX, CITY OF	565	INSTALLED	RFS/CELWAVE	BMR12-H-B1	300	Digital	TX/RX	1	7/8"	0			
C														
D														
E														
F														
G														
H														
I														
J														
K														
L														



LEGAL OPERATING ENTITY: **CITY OF LAREDO**

BUSINESS UNIT: 871248 TOWER ID: A LEVEL: 551

LEGEND: TYPICAL ANTENNA MOUNTING LOCATION

OMNI INVERTED	OMNI UPRIGHT	DISH	PANEL
BASE, ℄ ANT.	℄ ANT., BASE	℄ ANT.	℄ ANT.

MOUNT: SM 101-1

LEVEL DRAWING

1

PLOT DATE: 2/1/2011 FILE NAME: 871248_A_551_I.dwg

ENG-PLN-10050 REV(-) DATE:7/13/06 APP ID: 115111 REV:

CARRIERS LOGO

CROWN CASTLE

CROWN REGION ADDRESS

USA

SPACE RESERVED FOR PROFESSIONAL SEALS

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	01/02/11	AS-BUILT INFORMATION ADDED PER WORK ORDER # 364822	WJM

DRAWN BY: WJM
CHECKED BY: WJM
DRAWING DATE: 2/1/2011

SITE NUMBER:
SITE NAME:

SITE NAME

LAREDO

BUSINESS UNIT NUMBER

871248

SITE ADDRESS

27005 FM HWY 1472
LAREDO, TX 78041
WEBB COUNTY
US

SHEET TITLE

551 FT INSTALLED LEVEL

SHEET NUMBER

A1-X

CROWN CASTLE

Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317

To: City of Laredo

From: Licensing Document Execution Team

Date: April 18, 2011

Re: 871248 Laredo

Enclosed please find the fully executed original(s) for the above-referenced wireless communication facility(ies).

If you have any questions, please contact your Account Executive.

Best Regards,

Licensing Document Execution Team

Site Name: Laredo ID 3002068
Site Address: Hwy. 1472, 3 mi W of Las
County: WEBB
State: TX
Coordinates: Latitude 27|39|33.50 - Longitude 099|36|36.60

Lessee's Site Name and ID: Pinnacle Site

TOWER SITE LEASE # 4081072

Lessor:
Pinnacle Towers LLC, a Global Signal company
301 N. Cattlemen Road, Suite 300
Sarasota, FL 34232

Lessee:
City of Laredo
1110 Houston Street
Laredo, TX 78040

THIS TOWER SITE LEASE ("Lease") is entered into by and between Lessor and Lessee and shall be effective on the date last signed by one of the parties. The Lessor owns or otherwise legally controls a certain tower site ("Site"), which includes a parcel of real property and improvements including buildings, towers, and related structures. The Site is more particularly described on attached EXHIBIT A.

WHEREAS, upon the commencement date of this lease, that certain Antenna Site Schedule No: 160400034N0007 by and between Pinnacle Towers Inc., and City of Laredo will be terminated and replaced by this lease.

WHEREAS, the Lessee desires to Lease a certain portion of land and tower space within the Site, along with access and utility easements thereto (collectively, the "Premises"), which is more particularly depicted on attached EXHIBIT B.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor grants to Lessee use of the Premises, together with an access and utility easement, under the following terms and conditions:

1. USE: Lessee may use the Premises for the installation, location, operation, maintenance, repair and/or use of certain equipment ("Permitted Equipment"), operating at permitted frequencies ("Permitted Frequencies") as set forth on attached EXHIBIT C.

2. INITIAL TERM: Sixty (60) months, commencing on the date of one of the following ("Commencement Date"). The Commencement Date shall be the earlier of the initiation of any work at the Site (in which case Lessee agrees to provide a satisfactory written acknowledgement of the Commencement Date prior to any on-site installations or preparatory work); or, January 1, 2006.

3. RENEWAL TERMS: Three (3) renewal terms of **sixty (60)** months each, which will automatically renew unless Lessee notifies Lessor in writing of Lessee's intent not to renew, no less than 90 days prior to the end of the then-current term.

4. RENT

(a) INITIAL RENT: The initial monthly rent shall be **Four Thousand Thirty-three and 00/100 Dollars ($4,033.00)** plus any applicable taxes. Rent shall become due and payable whether or not Lessee uses or maintains the Permitted Equipment on the Premises. Lessee shall pay all amounts due to Lessor by check, wire transfer, account auto debit or ACH credit to Lessor's account no later than the first business day of each calendar month that it is due. Payment, if by check, shall be delivered to the following address (or such other location as Lessor may designate in writing from time to time):

Pinnacle Towers LLC
PO Box 409250
Atlanta, GA 30384-9250

(b) ESCALATION: **Five percent (5%)** per annum, commencing on the first anniversary of the Commencement Date and on each anniversary of the Commencement Date thereafter, throughout the initial term of this Lease and any renewal term.

(c) PAYMENT PERIOD: Rent and any other applicable amounts due hereunder are due in advance, without offset or holdback, and shall be paid monthly.

(d) HOLDOVER. If Lessee holds over with respect to the Site or Premises after expiration of any Initial Term or Renewal Term, the Lease term with respect to such Site and/or Premises shall revert to a month-to-month term, and rent shall be one hundred fifty percent (150%) of the Rent applicable during the last month of the preceding term. Lessor and Lessee shall each have the right during such month-to-month term to terminate the Lease term with respect to such hold over, with or without cause, upon thirty (30) days' notice to the other party.

5. UTILITIES: Shall be (one of the following):
☐ Included in rent ("Bundled").
☒ Not included in rent. Lessee's electrical service shall be separately supplied and metered, and Lessee shall be responsible for all associated costs including installation, metering, and usage.
☐ Flat Rate in the amount of _____ per month, payable with each rent installment.

NOTE: The electricity rate hereunder assumes an electricity cost of ten (10) cents per kilowatt–hour. Lessor reserves the right to pass

through any increases in this rate to lessees paying Bundled or Flat Rate utilities.

6. STRUCTURAL ANALYSIS:

☒ Completed / Not Required

☐ Pending, pursuant to a separate Structural Authorization Form or similar agreement by and between the parties. To the extent any structural analysis determines that Site upgrades, modifications, improvements are required to accommodate Lessee's Permitted Equipment, the full cost thereof shall be borne by Lessee.

7. PRIME AGREEMENT: If the Lessor leases the real property on which the Site is located from the owner of the real property, Lessee shall abide by the terms and conditions of the land lease between Lessor and owner (the "Prime Lease") to the extent that such terms and conditions affect the Lessee's use of the Site.

8. INTERFERENCE: Lessee's Permitted Equipment shall not cause measurable interference to the equipment of the Lessor or other Lessees of the Site existing as of the date this Lease is executed by the parties. In the event Lessee's equipment causes such interference, and after Lessor has notified Lessee of such interference, Lessee will take all steps necessary to correct and eliminate the interference. If the interference continues for a period in excess of forty-eight (48) hours following notification, Lessor shall have the right to cause Lessee to cease operating the offending equipment or to reduce the power sufficiently to remove the interference until the condition can be remedied. Lessor agrees that Lessor and other Lessees will be permitted to install only such radio equipment that is of the type and frequency that will not cause measurable interference to the existing equipment of the Lessee.

9. INSURANCE: Insurance requirements for Lessee and Lessee's Contractors and Subcontractors are contained in Exhibit "D" attached hereto and are incorporated herein by this reference. In no event shall Lessor be liable for damage to Lessee's equipment, including replacement.

10. INDEMNIFICATIONS

(a) LESSOR shall indemnify Lessee against any claim, liability, or loss (including reasonable attorney's fees and court costs) resulting from injury to or death of any person, any damage to property, or loss of revenues due to (i) the acts or omissions of Lessor, its Contractors, subcontractors, agents or representatives; (ii) any breach of this Lease by Lessor, its contractors, subcontractors, agents or representatives; or (iii) the negligence or willful misconduct of Lessor or its contractors, subcontractors, agents, or representatives. In the event that Lessee seeks indemnification hereunder, Lessor shall have no obligation to indemnify as provided herein unless Lessee provides prompt written notice to Lessor of any such claims and allows Lessor the right (but not the obligation) to control the defense, negotiations, and/or settlement of such claim. Lessee and its counsel may participate in such proceedings at it own expense but not control such proceedings, negotiations, or defense as counsel of record if Lessor chooses to control the defense. In such event the Lessor chooses to control the defense, Lessee shall not admit any liability, settle, compromise, pay, or discharge any such claim, demand, suit or proceeding without the prior written consent of Lessor, which will not be unreasonably delayed, conditioned, or withheld.

(b) LESSEE shall indemnify Lessor against any claim, liability, or loss (including reasonable attorney's fees and court costs) resulting from injury to or death of any person, any damage to property, or loss of revenues due to (i) the acts or omissions of Lessee, its Contractors, subcontractors, agents or representatives; (ii) any breach of this Lease by Lessee, its contractors, subcontractors, agents or representatives; or (iii) the negligence or willful misconduct of Lessee or its contractors, subcontractors, agents, or representatives. In the event that Lessor seeks indemnification hereunder, Lessee shall have no obligation to indemnify as provided herein unless Lessor provides prompt written notice to Lessee of any such claims and allows Lessee the right (but not the obligation) to control the defense, negotiations, and/or settlement of such claim. Lessor and its counsel may participate in such proceedings at it own expense but not control such proceedings, negotiations, or defense as counsel of record if Lessee chooses to control the defense. In such event that Lessee chooses to control the defense, Lessor shall not admit any liability, settle, compromise, pay, or discharge any such claim, demand, suit, or proceeding without the prior written consent of Lessee, which will not be unreasonably delayed, conditioned, or withheld.

11. WAIVERS

(a) LESSOR waives its right to any claim against Lessee, its principals, employees, representatives and agents, for damage to any person or to the Site, the Premises and any improvements thereon, that are caused by, or result from, risks insured against under any insurance policies carried by the Lessor and in force at the time of any such damage and any risks which would be covered by the insurance which Lessor is required to carry hereunder. Lessor will cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Lessee in connection with any damage covered by any policy.

(b) LESSEE waives its right to any claim against Lessor, its principals, employees, representatives and agents, for damage to any person or to the Site, the Premises and any improvements thereon, that are caused by, or result from, risks insured against under any insurance policies carried by the Lessee and in force at the time of any such damage and any risks which would be covered by the insurance which Lessee is required to carry hereunder. Lessee will cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Lessor in connection with any damage covered by any policy.

(c) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR

CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS LEASE.

12. EQUIPMENT INSTALLATION, RECONFIGURATION, AND REMOVAL

(a) INSTALLATION: Lessee's Permitted Equipment located in and on the Site or Premises, whether installed overhead, above ground, or underground, shall remain the personal property of the Lessee, and shall not be considered a fixture to the real estate. Prior to installing the Permitted Equipment on the Site, Lessee shall submit engineering drawings, plans and specifications (collectively, "Plans") for Lessor's reasonable approval, after which Lessee shall promptly commence and complete the installation in accordance with the approved Plans. Lessee's installation, and any associated costs including necessary permits or Leases shall be at Lessee's sole cost and expense. Lessee may not install equipment at the Site without Lessor's prior written consent, which consent shall not be unreasonably withheld.

(b) RECONFIGURATION: Lessee agrees and acknowledges that the Permitted Equipment listed in this Lease is a true and accurate depiction of the equipment that Lessee will install at the Site. Should Lessee desire to add, reduce, modify or in any other way change the Permitted Equipment, and/or Permitted Frequencies contained herein, then Lessee shall submit such request to Lessor, in writing and in the form of Lessor's application ("Application"), for Lessor's approval.

(c) REMOVAL: Prior to the expiration or termination of this Lease, Lessee shall, at its sole cost and expense, remove its equipment from the Premises. If Lessee fails to timely remove its equipment, Lessor shall have, to the full extent of the law: (i) the right to immediate possession of the Premises without invoking legal process; and, (ii) the right (but not the obligation) to immediately disconnect and remove Lessee's equipment from the Site, in which case Lessee shall pay Lessor upon demand an amount equal to the cost of such disconnection, including removal and storage expenses, if any.

13. COMPLIANCE

(a) LESSOR shall: (i) obtain and maintain all applicable federal, state and local authorizations necessary to perform its obligations under this Lease; (ii) comply in all material respects with all federal, state, or local laws, codes and orders which may affect the tower, the Site or this Lease; and, (iii) maintain the Site in compliance with FCC rules pertaining to lighting, marking, inspection, and maintenance.

(b) LESSEE shall: (i) obtain and maintain all applicable federal, state and municipal authorizations necessary to perform its obligations under this Lease; (ii) comply in all material respects with all federal, state, or local laws, codes and orders which may affect the tower, the Site or this Lease; (iii) maintain, in full force and effect, its licenses with respect to Permitted Equipment and Permitted Frequencies; (iv) not permit any third party to operate its Permitted Equipment, or at its Permitted Frequencies; and, (v) promptly pay all charges, taxes, assessments and fees (exclusive of income taxes and real property taxes) which may be imposed by any governmental authority on or in connection with this Lease.

14. MAINTENANCE

(a) LESSOR may reasonably inspect the Site, including the Premises, and may make any necessary repairs, modifications, additions or replacements to the Site, including the Premises, any building, or any tower, and perform any work that may be necessary to prevent interference, waste or deterioration or to comply with applicable laws and regulations, or to perform the obligations of Lessee should it fail to do so as required herein. Lessor reserves the right to replace or rebuild any tower, building, or structure on the Site.

(b) LESSEE shall paint, at Lessee's expense, any Permitted Equipment installed on the tower (including transmission lines, antenna and all appurtenances) to match the tower, if the tower is painted from time to time. Lessee shall paint its Permitted Equipment to match the tower to ensure that the tower is in full compliance with applicable FCC, FAA or other rules or regulations governing the tower. Lessee shall surrender possession of the Premises to Lessor in the same condition it was at the commencement of this Lease, ordinary wear and tear and casualty excepted.

15. WARRANTIES AND REPRESENTATIONS

(a) FCC QUALIFIED: Lessee represents and warrants that it is legally qualified under applicable FCC rules, regulations, and/or guidelines to own and operate its Permitted Equipment and Permitted Frequencies and covenants that it will operate its Permitted Equipment and Permitted Frequencies within all material technical parameters of, and otherwise according to, all FCC rules, regulations, and the electrical code(s) of the applicable city, county and/or state and, with respect to Lessee's hiring of tower climbers, the Occupational Safety and Health Act.

(b) SATISFACTION WITH SITE: Lessee represents that it has independently examined the tower, the building, and the Site in general, and has determined that each are suitable for Lessee's intended use, and each are satisfactory to Lessee. Lessee accepts the Premises and the Site in "as is" condition and acknowledges that Lessor has no obligation to make alterations or improvements to the Premises or the Site, except as may be agreed to by the parties elsewhere herein.

(c) ENVIRONMENTAL: Lessee represents, warrants, and covenants to Lessor that Lessee at no time during the term of this Lease shall use or permit the use, generation, storage, treatment, or disposal of any hazardous substance, material, chemical, or waste on the Site in violation of any Environmental Regulations (as such term is defined in below). Lessee's use of the Premises will not involve the subsurface, except for those Premises where the placement of a foundation is required for Lessee's equipment and/or facilities, and

approved by Lessor. For the purposes of this clause, the term "Environmental Regulations" shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time.

(d) COOPERATION: Each party hereto shall reasonably cooperate with the other party with regards to any actions, filings, approvals, permits or Leases necessary for the parties to exercise their respective rights hereunder. Lessee shall cooperate with Lessor in its reasonable rescheduling of transmitting activities, reducing power, or interrupting Lessee's activities for reasonably limited periods of time in order to permit the installation, modification, repair, replacement or maintenance of the equipment of any user of the Site or the Premises.

(e) ESTOPPEL CERTIFICATES: Each party hereto shall, upon reasonable notice, execute, acknowledge, and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the Lease is in full force and effect as modified and stating the modifications), the dates to which rent and other charges, if any, have been paid in advance, and such other information as may be reasonably requested.

(f) LIENS: Lessee will not allow any liens of record to stand against the Site by reason of work, service, or materials, supplied through or under Lessee ("Mechanics' Liens"). Lessee shall cause any Mechanics' Lien filed against the Site to be discharged (by payment, deposit or bond) of record within thirty (30) days after the date Lessee receives notice that the lien has been filed.

16. FORCE MAJEURE AND SITE DAMAGE

(a) FORCE MAJEURE: The time for performance by Lessor or Lessee of any term, provision, or warranty of this Lease shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, or other cause not within the reasonable control of the Lessor or Lessee.

(b) SITE DAMAGE: If a Site is fully or partially destroyed or damaged, and as a result thereof Lessee is unable to conduct its operations on such Site for a period of at least seventy-two (72) hours in a manner that is functionally equivalent to Lessee's operations before such event, Lessor shall notify Lessee, within ten (10) days after such event, whether or not it intends to consider rebuilding or otherwise restoring the applicable Site and/or condition. If Lessor elects not to rebuild or otherwise restore the Site or remedy the condition, this Lease shall automatically terminate effective the date the Site was originally damaged. However, if Lessor elects to rebuild or repair the Site, it shall notify Lessee of that election and Lessee shall then have five (5) business days thereafter to either (i) terminate this Lease as of the date the Site was originally damaged; or (ii) agree to the continuation of this Lease. If Lessee agrees that this Lease shall continue, Lessor shall, thereafter, evaluate whether it is commercially reasonable to restore the Site following receipt of responses from each of its other customers on the Site and, if Lessor, in its sole discretion, determines that it is commercially reasonable to restore the Site, Lessor shall undertake to do so. If Lessor elects to repair or rebuild the Site, this Lease shall remain in force with respect to such Site, but Lessee shall be entitled to an abatement of Rent for the time it is unable to conduct its normal operations.

17. DEFAULT

(a) GENERALLY: A party shall be in default hereunder if it fails to make any payment on or prior to the date due, and does not cure such non-payment within ten (10) days after receiving written notice. A party shall also be in default hereunder if it fails to comply with any other term of this Lease and does not cure such other failure within thirty (30) days after the non-defaulting party provides the defaulting party with written notice thereof; provided however, that if any such non-monetary default is not capable of being cured within the requisite period of time, then so long as the party charged with the default has diligently pursued such cure of the default within the prescribed period, such party shall be given reasonable time to cure the default, such time not to exceed ninety (90) days, unless a shorter period is expressly required under the terms of this Lease.

(b) LESSOR REMEDIES: Upon the occurrence of any Lessee default that is not timely cured, Lessor may, subject to the terms of this section, seek any remedy available at law or equity, including disconnection and removal of Lessee's equipment from the Site at the expense of Lessee.

(c) LESSEE REMEDIES: Upon the occurrence of any Lessor default that is not timely cured, Lessee may, subject to the terms of this section, seek any remedy available at law or equity, including the right to specific performance or the right to terminate the Lease.

18. TERMINATION

(a) PRIOR TO COMMENCEMENT: This Lease may be terminated by Lessee prior to the commencement of the initial term by written notice to Lessor without further liability if, prior to commencement, Lessee is unable, through no fault of Lessee by way of Lessee's act or omission, to obtain any license, permit or other governmental approval necessary for the installation or operation of Lessee's equipment at the Premises.

(b) DURING TERM: Lessee may terminate this Lease during the current term upon ninety (90) days prior written notice to Lessor, without further liability, if through no act or omission of Lessee (i) any license, permit, or other governmental approval necessary for the installation or operation of Lessee's equipment at the Premises is cancelled or otherwise withdrawn or terminated; or (ii) Lessee is unable to continue its use of the Premises due to an action of the FCC. Lessor may terminate this Lease if any law, rule, regulation, ordinance or directive of any governmental agency prohibits or otherwise restricts the use of all or any portion of the Site, including any

tower or structure thereon, for the purposes contemplated by this Lease. Lessor may terminate this lease if an extension or continuation of the Prime Agreement is unable to be secured.

19. ASSIGNMENT: Lessee shall not assign this Lease, in whole or in part, or sublet or permit the Site, the Premises, its Permitted Equipment, or any part thereof to be used by others without the express written approval of Lessor, in its sole discretion. No assignment, sublease, or authorized use by others shall relieve Lessee of its obligations under this Lease. Lessee shall not mortgage or encumber this Lease without the express written approval of Lessor, which consent shall not be unreasonably withheld or delayed. Lessor may assign, mortgage, or encumber its rights under this Lease at any time.

20. EMINENT DOMAIN: If the Site or Premises upon which a tower, foundation, or building is located are acquired or condemned under the power of eminent domain, whether by public authority, public utility, or otherwise, and as a result thereof Lessee is unable to conduct its operations on such Site in a manner that is functionally equivalent to Lessee's operations before such event, then this Lease shall terminate as of the date of the acquisition or possession by the condemning authority. Lessor shall be entitled to the entire amount of any condemnation award, and Lessee shall be entitled to make a separate claim for and retain a condemnation award based on and attributable to the expense and damage of removing its fixtures and equipment.

21. LENDER'S CONTINUATION RIGHTS: Lessee understands that Lessor has mortgaged or otherwise created a lien on the Site. Accordingly, Lessee agrees that this Lease shall be subordinate to mortgages or other security instruments executed between Lessor and its lender ("Lender") that affect the Site. Lessee agrees to attorn to Lender in the event that Lender acquires title to the Site. Such attornment will be effective upon Lender's acquisition and shall not be terminated based on foreclosure. Lessee agrees to execute an attornment agreement, from time to time, to the reasonable satisfaction of Lender. Lessee agrees that Lessor is solely responsible for its own actions and that in no event shall Lender be liable to Lessee for acts, omissions, or liabilities arising from the Lease prior to Lender's acquisition. Lessor shall cooperate with Lessee in reaching a subordination, non-disturbance, and attornment agreement with Lender.

22. MISCELLANEOUS PROVISIONS

(a) All Exhibits attached hereto are incorporated herein by this reference.

(b) This Lease may be executed in counterparts, and any number of counterparts signed in the aggregate by the parties will constitute a single, original instrument.

(c) This Lease, including the exhibits, schedules, lists and other documents referred to herein, contain the entire understanding of the parties with respect to its subject matter. No modification of this Lease shall be effective unless contained in a written instrument executed by both parties.

(d) All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be delivered to the respective parties at the addresses first written above, and as may be amended from time to time. Any such notice may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery.

(e) Any action brought relating to this Lease shall be brought in the county in which the applicable Site is located, except that a proceeding for monetary default may be brought in Sarasota County, Florida. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

23. STATE SPECIFIC PROVISIONS

FLORIDA: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

NORTH CAROLINA: Prior to the commencement of any work to be performed in the State of North Carolina by any contractor or subcontractor retained by Lessee (directly or indirectly), Lessee is solely responsible and liable to Lessor for the delivery to Lessor of a certificate from the North Carolina Industrial Commission stating that such contractor and subcontractor have acted in compliance with G.S. 97-93 of the North Carolina General Statutes.

TEXAS: WAIVER OF TEXAS DECEPTIVE TRADE PRACTICES ACT. LESSEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE IT TO EVALUATE THE MERITS AND RISKS OF ITS TRANSACTION WITH LESSOR, AND THAT IT IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINAING POSITION WITH LESSOR. LESSEE HEREBY WAIVES ALL ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES – CONSUMER PROTECTION ACT, SECTION 741, ET. ESQ. OF THE TEXAS BUSINESS AND COMMERCE CODE (THE "DPTA"), A LAW THAT GIVE CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF LESSEE'S OWN SELECTION, LESSEE VOLUNTARILY CONSENTS TO THIS WAIVER.

24. CONDITIONAL PROVISIONS (APPLICABLE IF CHECKED)

☐ **IMPROVEMENTS:** The parties agree and acknowledge that to make the Site suitable for Lessee's intended use, the Site requires certain improvements (the "Improvements"). The parties agree and acknowledge that such Improvements will cost an amount approximately equal to $_____ (the "Improvement Cost"). Lessee shall pay to Lessor $_____ of such Improvement Cost by valid purchase order or check ("Lessee's Improvement Cost Contribution"). Upon Lessor's receipt of Lessee's Improvement Cost Contribution, Lessor shall use its best efforts to commence construction of such Improvements; provided that Lessor shall not be responsible for obtaining materials or executing contracts for the commencement of such Improvements until Lessor receives Lessee's Improvement Cost Contribution pursuant to this section. Once Lessor receives such Lessee's Improvement Cost Contribution, Lessee acknowledges and agrees that Lessee's ability to terminate this Schedule prior to the Commencement Date pursuant to the terms herein or pursuant to the Master Antenna Site Lease shall be deemed revoked and Lessee's Improvement Cost Contribution shall be non-refundable. Nothing in this Schedule shall require Lessor to complete the Improvements prior to the Commencement Date provided that Lessor undertakes in good faith to complete the Improvements in a commercially reasonable time period.

☐ **GOVERNMENT ASSESSMENTS:** This Site is Leased or leased from the Bureau of Land Management, the United States Forestry Service or other federal, state or local government authority. Lessee shall pay to Lessor its pro rata share of any and all fees or assessments levied by such governmental authority with regard to the Premises, as well as any fees or assessments invoiced by such authority that are attributable to the Permitted Equipment or Lessee's operations at the Site.

☐ **ADDITIONAL LAND:** Lessor and Lessee agree and acknowledge that additional ground space or access rights must be obtained to accommodate Lessee's needs at the Site, and that Lessor will attempt to secure such ground space or access rights. If Lessor is unable to obtain the additional ground space or access rights on terms mutually acceptable to Lessor and Lessee within ninety (90) days of execution of this Lease, Lessor shall provide written notification to Lessee of that fact. Lessee may, by providing written notice to Lessor within ten (10) business days after receiving such notification from Lessor, elect to either: (1) terminate this Lease, or (2) grant Lessor an additional ninety (90) days to attempt to obtain the additional ground space or access rights that are necessary. The Commencement Date of this Lease shall be extended until such requisite ground space or access rights have been obtained. If Lessor is unable to obtain the additional ground space or access rights within the additional ninety (90) day period, this Lease shall terminate.

☐ **LAND OWNER CONSENT:** Lessor and Lessee agree and acknowledge that the consent of the Land Owner must be obtained in order to lease or sublease portions of the Site, and that Lessor will attempt to secure such consent. If Lessor is unable to obtain this consent within ninety (90) days of execution of this Lease, Lessor shall provide written notification to Lessee of that fact. Lessee may, by providing written notice to Lessor within ten (10) business days after receiving such notification from Lessor, elect to either: (1) terminate this Lease, or (2) grant Lessor an additional ninety (90) days to attempt to obtain the consent that is necessary. The Commencement Date of this Lease shall be extended until such requisite consent has been obtained. If Lessor is unable to obtain this consent within the additional ninety (90) day period, this Lease shall terminate.

☐ **ADDITIONAL PROVISION(S)**

IN WITNESS WHEREOF, the parties have executed this Lease as of the date last signed by a party hereto.

WITNESSES:

Name: Kevin Vincent

Name: Peter Snow

LESSOR:
Pinnacle Towers LLC
By: Global Signal Services LLC, its Manager

By: _____

Name: Brett Buggeln
Senior Director of Real Estate & Construction

As Its: _____

Date: 1/18/06

WITNESSES:

Name: Ruth G. Silva

Name: _____

LESSEE:
City Of Laredo

By: _____

Name: Larry Dovalina

As Its: City Manager

Date: 1/12/06

Attested

By: _____
Gustavo Guevara, Jr.
City Secretary

EXHIBIT A
(TO TOWER SITE LEASE NO. 4026348)

LEGAL DESCRIPTION
OF THE SITE

Tract 1:

A tract of land containing 2.0379 acres, more or less, out of Porcion 10 Tomas Sanchez, Original Grantee, Abstract No. 280 in Webb County, Texas; Said 2.0379 acre tract being out of a 10 acre tract of land described by metes and bounds in Deed recorded in Volume 1053, Page 143-145 of the Webb County, Deed Records, and being herein more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found on the Southeast line of Porcion 9 and Northwest line of Porcion 10, same being the Southeast corner of a called 10 acre tract of land (9.9767 acres actual) described in Deed from Roger C. Rosha to Maria G. Becerra, dated March 16, 1991, same 10 acre tract being out of an original 1,261.95 acre tract in Porcion 9 as described in Deed recorded in Volume 352, Page 226-230 of the Webb County, Deed Records;

THENCE, S 68° 00' 00" E, with the Southeast line of Porcion 9, Northwest Line of Porcion 10 and the South line of said 10 acre tract, a distance of 481.25' to a ½" iron rod found for the true point of beginning and the Northeast corner hereof;

THENCE, S 26° 32' 25" E, with an fence in places and the East line of this tract, a distance of 1,486.22' to a point on the North right of way line of F.M. 1472 road (known as mines road) for the Southeast corner hereof;

THENCE, S 80° 21' 29" W, along the North right of way line of F. M. 1472 road, a distance of 62.71' to a point for the Southwest corner hereof;
THENCE, N 26° 32' 25" W, with a fence in places along the East line of a 8.000 acre tract as described in Deed recorded in Volume 1053, Page 873-874 of the Webb County, Deed Records, and the West line of this tract, a distance of 1,472.76' to a point for the Northwest corner hereof;

THENCE, N 68° 00' 00" E, with the Southeast line of Porcion 9, the Northwest line of Porcion 10 and the South line of said 10 acre tract, a distance of 60.19' to the POINT OF BEGINNING, containing 2.0379 acres of land, more or less.
SAVE AND EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

THE SURFACE ONLY of a 0.0381 acre tract out of Porcion No. 10, Tomas Sanchez, Original Grantee, Abstract No. 280, also being out of 10.00 acre tract (Tract 9) as conveyed by Deeds from Patricia Frese Yates, Independent Executrix of the Estate of Samuel Arthur Yates, Deceased and Jack E. Blanco to Thomas Wilson as recorded in Volume 1053, Pages 143-145 and 576-578, Real Property Records of Webb County, Texas, and being more fully described by metes and bounds as follows:

Commencing at the northeast corner of said 10.00 acre tract (out of Tract 9);

Thence, S. 26° 36' 31" E., 1472.41 feet to the point of beginning being on the north Right-of-Way Line of Highway FM 1472, said point being the southeast corner of said 10.00 acre tract herein described;

Thence, S. 80° 58' 29" W., 62.77 feet along said north Right-of-Way Line of Highway FM 1472 to a point for the southwest corner of this tract;

Thence, N. 26° 33' 18" W., 23.69 feet along a line to a point for the northwest corner of this tract;

Thence in an easterly direction, 60.76 feet along a curve to the left having a central angle of 01° 16' 56", a tangent of 30.38 feet and a radius of 2741.79 feet to a point on the east line of said 10.00 acre tract for the northeast corner of this tract;

Thence, S. 26° 36' 31" E., 32.04 feet along said east line of said 10.00 acre tract to the point of beginning and containing 0.0381 of an acre tract (1660.61 sq. ft.) of land more or less.

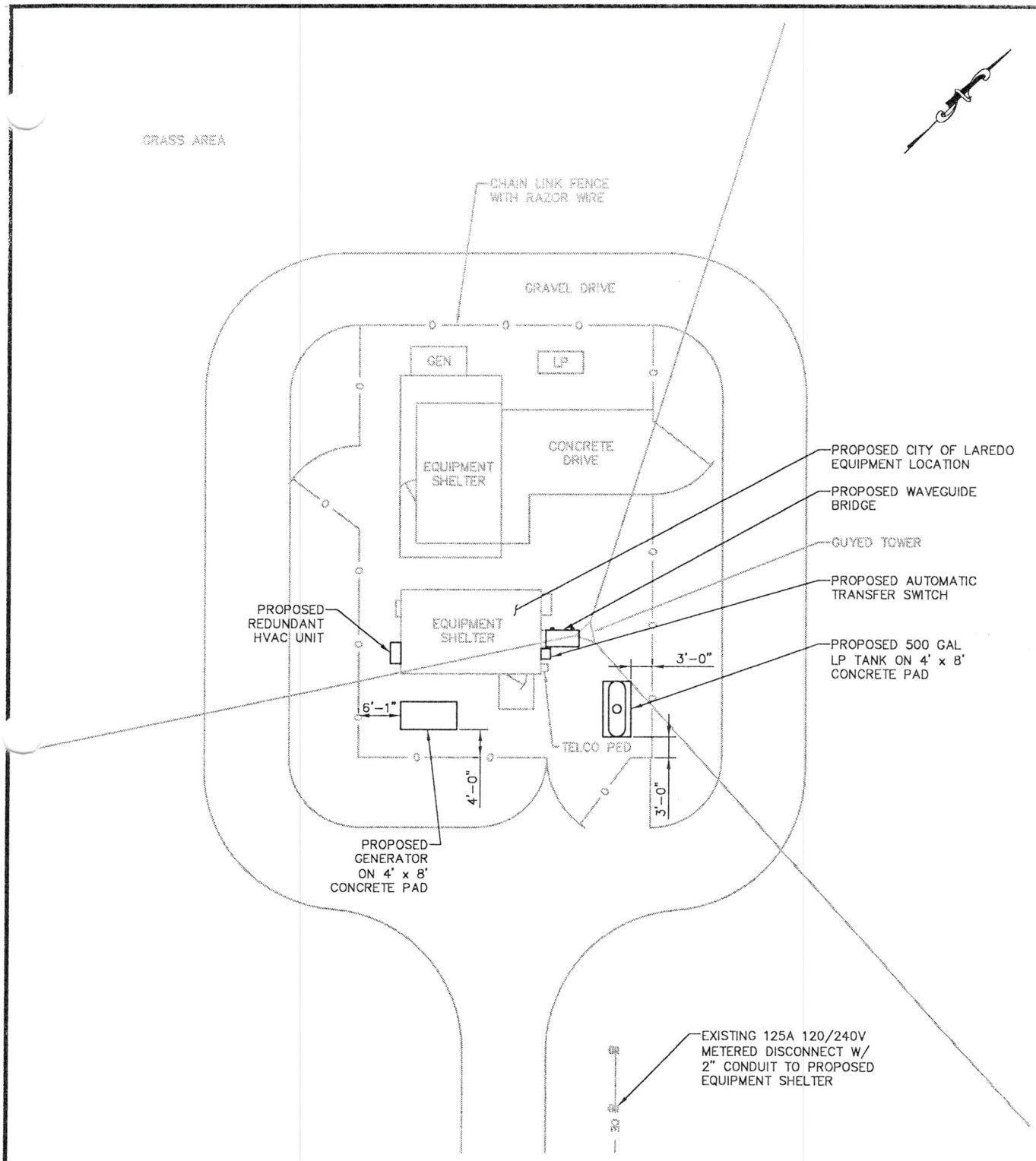
Company does not guarantee the amount of acreage.

TRACT 2:

Lot One (1), Block One (1), MOTOROLA PLAT, situated in Webb County, Texas, according to plat thereof recorded in Volume 13, Page 4, Map Records of Webb County, Texas.

EXHIBIT B
(TO TOWER SITE LEASE NO. 4026348)

SITE DRAWING OF THE PREMISES



SITE LAYOUT PLAN

20 0 10 20

1 INCH = 20 FT.

C FAULKNER ENGINEERING
400 Bowie Street, Suite 250
Austin, Texas 78703
P: 512.495.9470
F: 512.495.9473
P.O. Box 1528
Austin, Texas 78767-1528
www.cfaulknerengineering.com

FOR INFORMATION ONLY

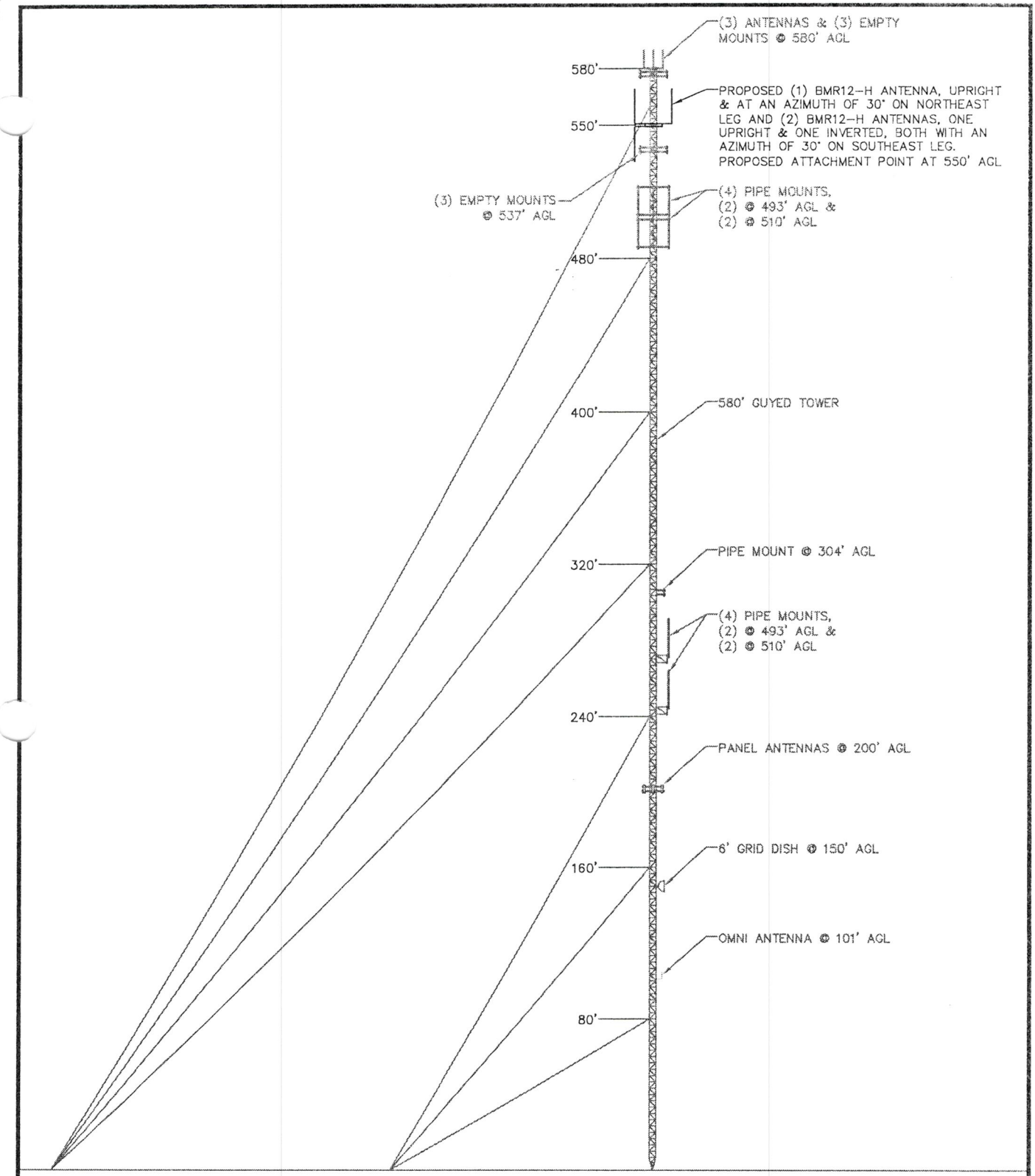
MOTOROLA

CITY OF LAREDO
NW SITE - PINNACLE

SITE PLAN
EXHIBIT 1 OF 2

1

I:\Mot - Public Safety\Motorola-Laredo_Pinnacle # 0400-034 (NW of Laredo)\CAD\MO-Laredo-NWsite-AS.dwg, 11/11/05 5:31:47 PM, kcs



TOWER ELEVATION

NTS

C FAULKNER ENGINEERING
400 Bowie Street, Suite 250
Austin, Texas 78703
P: 512.495.9470
F: 512.495.9473
P.O. Box 1528
Austin, Texas 78767-1528
www.cfaulknerengineering.com

FOR INFORMATION ONLY

MOTOROLA

CITY OF LAREDO
NW SITE - PINNACLE

TOWER ELEVATION
EXHIBIT 2 OF 2
REVISION 1

2

I:\Mot - Public Safety\Motorola-Laredo_Pinnacle # 0400-034 (NW of Laredo)\CAD\MO-Laredo-NWsite-AS.dwg, 12/15/05 3:20:33 PM, kcs

EXHIBIT C
(TO TOWER SITE LEASE NO. 4026348)

PERMITTED EQUIPMENT AND FREQUENCIES
(This Exhibit contains, in its entirety, Lessee's inventory of equipment specific to this Lease.)

LESSEE'S FCC LEASE/CALL SIGNS: _____

EXPIRATION DATE: _____

TOWER (SDA) MOUNTED EQUIPMENT LIST:

Lessee Owned Antennas ☐ (OR) Lessor's Master Antenna System ☐

ANTENNAS #1	**Mounting Height:**	**245'**	**Direction: Up ☒ Down ☐**		
Transmit ☒	**Receive ☒**				
Make:	Dipole	**Model:**		**Length:**	20'
Weight:		**Mount Type:**		**Weight:**	
Azimuth:		**ERP:**		**Coax Size:**	7/8"
ANTENNAS #2	**Mounting Height:**	**270'**	**Direction: Up ☒ Down ☐**		
Transmit ☒	**Receive ☒**				
Make:	Dipole	**Model:**		**Length:**	20'
Weight:		**Mount Type:**		**Weight:**	
Azimuth:		**ERP:**		**Coax Size:**	7/8"
ANTENNAS #3	**Mounting Height:**	**550'**	**Direction: Up ☒ Down ☐**		
Transmit ☒	**Receive ☒**				
Make:	RFS	**Model:**	BMR12-H	**Length:**	20'
Weight:	92 lbs	**Mount Type:**	Andrew HS-600	**Weight:**	207 lbs
Azimuth:	30	**ERP:**	302	**Coax Size:**	1 ¼"
ANTENNAS #4	**Mounting Height:**	**550'**	**Direction: Up ☒ Down ☐**		
Transmit ☒	**Receive ☒**				
Make:	RFS	**Model:**	BMR12-H	**Make:**	RFS
Weight:	92 lbs	**Mount Type:**	Andrew HS-600	**Weight:**	92 lbs
Azimuth:	30	**ERP:**	302	**Coax Size:**	1 ¼"
ANTENNAS #5	**Mounting Height:**	**550'**	**Direction: Up ☒ Down ☐**		
Transmit ☒	**Receive ☒**				
Make:	RFS	**Model:**	BMR12-H	**Make:**	RFS
Weight:	92 lbs	**Mount Type:**	Andrew HS-600	**Weight:**	92 lbs
Azimuth:	30	**ERP:**	302	**Coax Size:**	7/8"
Number of TMA:	1	**Coax size:**	3/8"		

Total Number of Antennas: 5
Total Number of Feedlines: 6

GROUND & BUILDING EQUIPMENT LIST

Lessor Building: ☒ **Lessee Building: ☐** **Lessee Pad: ☐**
Dimensions of Lessee's Floor Space: 10' x 2' (20 sq. ft.)

Equipment Make: **Equipment Model:**
Power Requirements: 200 volts **Transmit Power: 302** watts
Total # of Cabinets:2 **Cabinet Dimensions:** W 2' x D 2' x H 7' 6"

Transmit Frequencies: 851.125, 856.225, 857.125, 857.225, 858.125, 858.225, 859.125, 859.225, 860.125, 860.225 MHz

Receive Frequencies: 811.125, 811.225, 812.125, 812.225, 813.125, 813.225, 814.125, 814.225, 815.125, 815.225 MHz

Electrical Usage

☐ Included in Price (PTI Bundled)

☒ Tenant Direct (Tenants Cost)

☐ Flat Rate $

EXHIBIT D
INSURANCE REQUIREMENTS

1. LESSEE REQUIREMENTS

Within five (5) days after the execution of the Lease, but prior to the commencement of the initial term of such Lease, Lessee shall provide Lessor with certificates of insurance evidencing required coverage in force for the Site with a thirty (30) day notice to Lessor requirement for cancellation, non-renewal, or material change. Each certificate must be Site specific and name Lessor as an "additional insured" on the each policy, except workers compensation insurance policies. Lessee will cause each insurance policy it obtains to provide that the insurance company waives all right of recovery by way of subrogation against Lessor in connection with any damage covered it. All insurance shall be maintained during the term of the applicable Lease in companies legally qualified to transact business in the state where the applicable Site is located, in companies with an AM Best Rate of A-: VIII or greater, and may not have deductibles exceeding ten percent (10%) of the required coverage. The property insurance coverage may be maintained pursuant to master policies of insurance covering the specific Site, but coverage shall not be reduced at the Site by activities at Lessee's other property.

(a) Property: Lessee shall insure its Permitted Equipment and the property of others for which Lessee is responsible, against all loss or damage, including business interruption, in an amount no less than full replacement value. Lessor shall not provide any such insurance, and assumes no responsibility for damage occurring to Lessee's equipment, or that of Lessee's Contractor's and/or subcontractor's, including business interruption.

(b) Business Automobile Liability: Lessee shall obtain and maintain Bodily Injury and Property Damage Liability insurance on all owned, hired and non-owned vehicles with minimum limits of:

Combined Single Limit	$1,000,000.00

(c) Commercial General Liability: Lessee shall obtain and maintain bodily injury liability, property damage liability, products and completed operations liability, broad form property damage liability and personal injury liability coverage in the following amounts:

Policy Form	Occurrence
General Aggregate Limit	$1,000,000.00
Products & Completed Operations Limit	$1,000,000.00
Personal Injury & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00
Damage to Rented Premises	$ 100,000.00
Medical Expense Limit	$ 5,000.00

(d) Workers Compensation:

Employers Liability (State of the site location)	Statutory
Limit each accident	$ 100,000.00
Limit disease aggregate	$ 500,000.00
Limit disease each employee	$ 100,000.00

2. LESSEE'S CONTRACTORS AND SUBCONTRACTORS

Lessee shall require its Contractor and Subcontractors ("Contractors") to carry, in addition to the above, umbrella/excess liability insurance with minimum limits according to the following:

(a) General Site Maintenance: Contractors performing General Site Maintenance, defined as: (a) Grounds and vegetation maintenance and installation not requiring heavy equipment, or (b) Minor repairs and installations to existing facilities (locks, plumbing, fencing, air conditioning, etc.):

Each occurrence limit	$1,000,000.00
General aggregate limit	$1,000,000.00

(b) Site Work: Contractors working on the Site (other than General Site Maintenance), but not on the tower:

Each occurrence limit	$3,000,000.00
General aggregate limit	$3,000,000.00

(c) Tower Climbers: Work at a Site in **any** capacity that requires climbing the tower:

Each occurrence limit	$5,000,000.00
General aggregate limit	$5,000,000.00

COUNCIL COMMUNICATION

DATE: 09/02/25	**SUBJECT: FINAL READING ORDINANCE 2025-O-2025** Authorizing the City Manager to execute a Second Amendment to Tower Site Lease by and between Pinnacle Towers LLC, a Delaware limited liability company (Pinnacle Towers Inc. a Delaware corporation, was converted pursuant to Delaware law to Pinnacle Towers LLC, effective April 7, 2004) ("Crown") and City of Laredo, a government entity of the State of Texas ("Customer") to amend the term of the agreement effective December 31, 2025 for a term of five (5) years with one (1) five (5) year renewal option. This lease is for space on the tower to collocate any and all antennas/equipment related to the operation of the city's 800Mhz Public Safety Radio System. All other terms and conditions remain in full force and effect.

INITIATED BY: Steve E. Landin, Assistant City Manager	**STAFF SOURCE:** Jose C. Rivera Information Services & Telecommunications Director

PREVIOUS COUNCIL ACTION: Tower Site Lease approved January 2006 and First Amendment approved April 2011. Introductory reading approved August 18, 2025.

BACKGROUND:

Authorizing the City Manager to execute a Second Amendment to Tower Site Lease by and between Pinnacle Towers LLC, a Delaware limited liability company (Pinnacle Towers Inc. a Delaware corporation, was converted pursuant to Delaware law to Pinnacle Towers LLC, effective April 7, 2004) ("Crown") and City of Laredo, a government entity of the State of Texas ("Customer") to amend the term of the agreement effective December 31, 2025 for a term of five (5) years with one (1) five (5) year renewal option. This lease is for space on the tower to collocate any and all antennas/equipment related to the operation of the city's 800Mhz Public Safety Radio System. All other terms and conditions remain in full force and effect.

FINANCIAL IMPACT: Current monthly rent is $5,656.95.

COMMITTEE RECOMMENDATION: N/A	**STAFF RECOMMENDATION:** Staff recommends approval.

ORDINANCE 2025-O-152

AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO TOWER SITE LEASE BY AND BETWEEN PINNACLE TOWERS LLC, A DELAWARE LIMITED LIABILITY COMPANY (PINNACLE TOWERS INC. A DELAWARE CORPORATION, WAS CONVERTED PURSUANT TO DELAWARE LAW TO PINNACLE TOWERS LLC, EFFECTIVE APRIL 7, 2004) ("CROWN") AND CITY OF LAREDO, A GOVERNMENT ENTITY OF THE STATE OF TEXAS ("CUSTOMER") TO AMEND THE TERM OF THE AGREEMENT EFFECTIVE DECEMBER 31, 2025 FOR A TERM OF FIVE (5) YEARS WITH ONE (1) FIVE (5) YEAR RENEWAL OPTION. THIS LEASE IS FOR SPACE ON THE TOWER LOCATED AT 27005 FM HWY 1472, LAREDO, WEBB COUNTY, TEXAS, TO COLLOCATE ANY AND ALL ANTENNAS/EQUIPMENT RELATED TO THE OPERATION OF THE CITY'S 800MHZ PUBLIC SAFETY RADIO SYSTEM. ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT.

WHEREAS, the City of Laredo entered into a Tower Site Lease with Pinnacle Tower LLC ("Lessor"), wherein Lessor leased to City of Laredo ("Lessee"), a portion of land and tower space to collocate any and all antennas/equipment related to the operation of the city's 800Mhz Public Safety Radio System, effective January 1, 2006 with an expiration date of December 31, 2025.

WHEREAS, staff recommends that the City Council approve the proposed Second Amendment to Tower Site Lease by and between Pinnacle Towers LLC, a Delaware limited liability company (Pinnacle Towers Inc. a Delaware corporation, was converted pursuant to Delaware law to Pinnacle Towers LLC, effective April 7, 2004) ("Crown") and City of Laredo, a government entity of the State of Texas ("Customer") to amend the term of the agreement effective December 31, 2025 for a term of five (5) years with one (1) five (5) year renewal option. All other terms and conditions remain in full force and effect.

WHEREAS, the Information Services and Telecommunications Department finds that said license agreement is in the best interest of the City of Laredo; and

WHEREAS, the City Council of the City of Laredo is of the same opinion.

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

Section 1. Authorizing the City Manager to execute a Second Amendment to Tower Site Lease by and between Pinnacle Towers LLC, a Delaware limited liability company (Pinnacle Towers Inc. a Delaware corporation, was converted pursuant to Delaware law to Pinnacle Towers LLC, effective April 7, 2004) ("Crown") and City of Laredo, a government entity of the State of Texas ("Customer") to amend the term of the agreement effective December 31, 2025 for a term of five (5) years with one (1) five (5) year renewal option. All other terms and conditions remain in full force and effect.

Section 2. This Ordinance shall become effective upon passage hereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE ___ DAY OF SEPTEMBER 2025.

_____
By: Dr. Victor D. Trevino
MAYOR

ATTEST:

_____
By: Mario Maldonado, Jr,
CITY SECRETARY

APPROVED AS TO FORM:

Doanh "Zone" T. Nguyen
CITY ATTORNEY

_____
By: Rodolfo Morales, III

ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 10/20/2025 **Final Readings 15.**

SUBJECT
An Ordinance of the City Council of the City of Laredo, Texas, authorizing the City Manager to set the maximum speed limits on that portion of Mcpherson Road between Shiloh Drive and Bob Bullock Loop, within the city limits of Laredo, Webb County, Texas, as 40 MPH, based on an in-house speed zone study conducted by the Traffic Safety Division, Engineering Department.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
A speed zone study has been prepared in-house by the City of Laredo Traffic Safety Division, Engineering Department, for McPherson Road between Shiloh Drive and Bob Bullock Loop. The study indicates that the new speed that shall govern this section of roadway shall be as follows:
40 MPH between Shiloh Drive and Bob Bullock Loop

A report defining the above speed zone has been prepared and is being submitted to the City Council for approval by ordinance for these speed limits. The City of Laredo Traffic Safety Division, Engineering Department will be responsible for the installation and/or removal of all traffic signs.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends introduction of this ordinance

Fiscal Impact

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

FINANCIAL IMPACT:
N/A

City of Laredo Traffic Safety Department
Speed Study Summary McPherson Road (Between IH-69 and Shiloh Drive)

Study Dates: July 29 to 31, 2025
Methodology: In-house speed and volume data collection
Directions Studied: Northbound and Southbound

Northbound Summary

- Total Vehicles Recorded: 22,018
- 85th Percentile Speed: 42 MPH
- Mean Speed: 36.7 MPH
- Percent of Vehicles > 40 MPH: 25.6%
- Percent in 10 MPH Pace (30?39 MPH): 63.7%

-Southbound Summary

- Total Vehicles Recorded: 18,626
- 85th Percentile Speed: 38 MPH
- Mean Speed: 32.4 MPH
- Percent of Vehicles > 40 MPH: 8.6%
- Percent in 10 MPH Pace (30?39 MPH): 61.5%

Justification for Speed Limit Ordinance

The proposed 40 MPH speed limit is supported by the following findings:

- The 85th percentile speeds are 42 MPH northbound and 38 MPH southbound, indicating that 40 MPH is a reasonable and enforceable limit that aligns with driver behavior.
- The majority of vehicles in both directions travel within the 30 - 39 MPH pace range, reinforcing that 40 MPH is consistent with prevailing speeds.
- A significant portion of northbound traffic (25.6%) exceeds 40 MPH, suggesting a need to curb speeding and enhance safety.
- The southbound direction shows more conservative speeds, further supporting a uniform 40 MPH limit for consistency and clarity.

This ordinance is recommended to improve traffic safety and ensure consistent speed regulation along McPherson Road.

Traffic Volume & Speed Report

City of Laredo Traffic Safety Department

Location 1: McPherson Rd
Location 2:

Direction: Combined

7/30/2025 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total	Average
12:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
1:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
2:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
3:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
4:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
5:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
6:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
7:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
8:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
9:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
10:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
11:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
12:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
1:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
2:00 PM	2	3	13	132	401	465	214	56	6	1	0	0	0	1293	198.8
3:00 PM	0	2	17	147	430	533	225	58	6	0	0	0	0	1418	218.2
4:00 PM	1	6	13	79	335	523	270	56	10	2	1	0	0	1296	199.3
5:00 PM	2	1	7	94	449	559	294	46	7	4	0	0	0	1463	224.9
6:00 PM	1	2	17	125	439	572	240	58	8	0	0	0	0	1462	224.8
7:00 PM	0	5	12	131	334	422	274	56	8	2	0	0	0	1244	191.4
8:00 PM	1	0	40	175	420	407	159	29	6	1	0	0	0	1238	190.4
9:00 PM	0	3	23	131	326	386	179	27	8	2	0	0	0	1085	166.9
10:00 PM	1	0	19	68	204	276	122	26	5	0	1	0	0	722	111.0
11:00 PM	1	1	5	31	123	169	81	17	0	0	0	0	0	428	65.8
Total	9	23	166	1113	3461	4312	2058	429	64	12	2	0	0	11649	

Traffic Volume & Speed Report

City of Laredo Traffic Safety Department

Location 1: McPherson Rd
Location 2:

Direction: Combined

7/31/2025 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total	Average
12:00 AM	0	0	1	13	53	89	66	19	7	0	0	0	0	248	38.2
1:00 AM	0	1	1	13	30	44	33	10	2	0	0	0	0	134	20.6
2:00 AM	0	0	1	9	15	29	19	9	0	0	0	0	0	82	12.6
3:00 AM	0	0	2	1	12	18	8	5	3	0	0	0	0	49	7.5
4:00 AM	0	0	0	4	17	31	25	6	1	0	0	0	0	84	12.9
5:00 AM	0	0	3	10	38	49	47	13	4	0	0	0	0	164	25.2
6:00 AM	0	0	2	27	71	157	94	38	10	0	0	0	0	399	61.4
7:00 AM	0	0	2	31	128	286	226	82	9	3	1	0	0	768	118.2
8:00 AM	1	0	8	57	242	372	291	100	12	1	0	0	0	1084	166.7
9:00 AM	0	1	7	50	263	452	290	71	11	1	1	0	0	1147	176.5
10:00 AM	0	4	3	71	294	397	264	55	7	1	0	0	1	1097	168.8
11:00 AM	2	0	18	110	309	426	298	63	6	1	0	0	0	1233	189.5
12:00 PM	2	3	39	156	413	535	273	58	7	1	0	1	0	1488	228.8
1:00 PM	1	3	23	121	447	571	285	50	16	1	1	0	0	1519	233.6
2:00 PM	1	4	12	103	285	300	136	26	5	1	0	0	0	873	134.2
3:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
4:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
5:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
6:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
7:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
8:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
9:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
10:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
11:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
Total	7	16	122	776	2617	3756	2355	605	100	10	3	1	1	10369	
Grand Total	16	39	288	1889	6078	8068	4413	1034	164	22	5	1	1	22018	

Stats				
	Percentile	15th	50th	85th	95th
	Speed	31	37	42	45
Mean Speed (Average)		36.7			
10 MPH Pace Speed		30-39			
Number in Pace		14022			
Percent in Pace		63.7%			
Number > 40 MPH		5640			
Percent > 40 MPH		25.6%			

NB

Traffic Volume & Speed Report

City of Laredo Traffic Safety Department

Location 1: McPherson Rd
Location 2:

Direction: Combined

7/29/2025 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total	Average
12:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
1:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
2:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
3:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
4:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
5:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
6:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
7:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
8:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
9:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
10:00 AM	4	30	53	133	284	173	47	8	1	0	0	0	0	733	112.5
11:00 AM	8	18	74	189	414	281	68	15	0	0	1	0	0	1068	163.7
12:00 PM	20	36	83	222	463	250	96	4	1	0	0	0	0	1175	179.2
1:00 PM	27	71	100	248	497	265	64	5	0	2	0	1	0	1280	194.8
2:00 PM	23	44	111	224	467	277	75	9	2	0	1	0	0	1233	187.9
3:00 PM	11	31	87	188	443	307	105	12	2	0	0	0	1	1187	181.8
4:00 PM	8	35	71	218	432	315	65	13	3	0	0	0	0	1160	177.8
5:00 PM	18	35	88	235	514	303	70	10	1	2	0	0	0	1276	194.9
6:00 PM	12	39	90	244	464	280	87	9	3	1	0	0	0	1229	188.2
7:00 PM	12	35	82	206	475	233	70	13	1	0	0	0	0	1127	172.5
8:00 PM	13	31	91	321	358	175	42	4	0	0	0	0	0	1035	158.2
9:00 PM	6	23	84	217	291	210	52	12	0	0	0	0	0	895	137.2
10:00 PM	0	7	42	108	233	142	54	4	1	1	0	0	0	592	91.1
11:00 PM	1	5	27	56	107	104	24	10	1	1	0	0	0	336	51.6
Total	163	440	1083	2809	5442	3315	919	128	16	7	2	1	1	14326	

Traffic Volume & Speed Report

City of Laredo Traffic Safety Department

Location 1: McPherson Rd
Location 2:

Direction: Combined

7/30/2025 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total	Average
12:00 AM	0	3	4	26	69	44	16	2	0	0	0	0	0	164	25.2
1:00 AM	0	0	4	11	34	32	12	1	0	0	0	0	0	94	14.5
2:00 AM	0	0	3	9	18	14	3	4	0	0	0	0	0	51	7.8
3:00 AM	0	1	5	11	14	14	2	4	0	0	0	0	0	51	7.8
4:00 AM	0	1	9	9	20	22	11	5	0	1	0	0	0	78	12.0
5:00 AM	0	4	10	20	36	38	16	12	2	0	0	0	0	138	21.2
6:00 AM	0	4	27	36	104	100	50	11	2	1	0	0	0	335	51.5
7:00 AM	7	15	33	79	202	194	71	18	1	0	0	0	0	620	94.8
8:00 AM	7	33	72	115	298	263	86	12	0	1	0	0	0	887	135.9
9:00 AM	7	28	67	118	344	267	95	18	1	0	1	0	0	946	145.0
10:00 AM	7	18	62	191	343	243	61	10	0	1	0	0	0	936	143.5
11:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
12:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
1:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
2:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
3:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
4:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
5:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
6:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
7:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
8:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
9:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
10:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
11:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0	0.0
Total	28	107	296	625	1482	1231	423	97	6	4	1	0	0	4300	
Grand Total	191	547	1379	3434	6924	4546	1342	225	22	11	3	1	1	18626	

Stats					
	Percentile	15th	50th	85th	95th
	Speed	27	33	38	42

Mean Speed (Average)	32.4
10 MPH Pace Speed	30-39
Number in Pace	11448
Percent in Pace	61.5%
Number > 40 MPH	1605
Percent > 40 MPH	8.6%

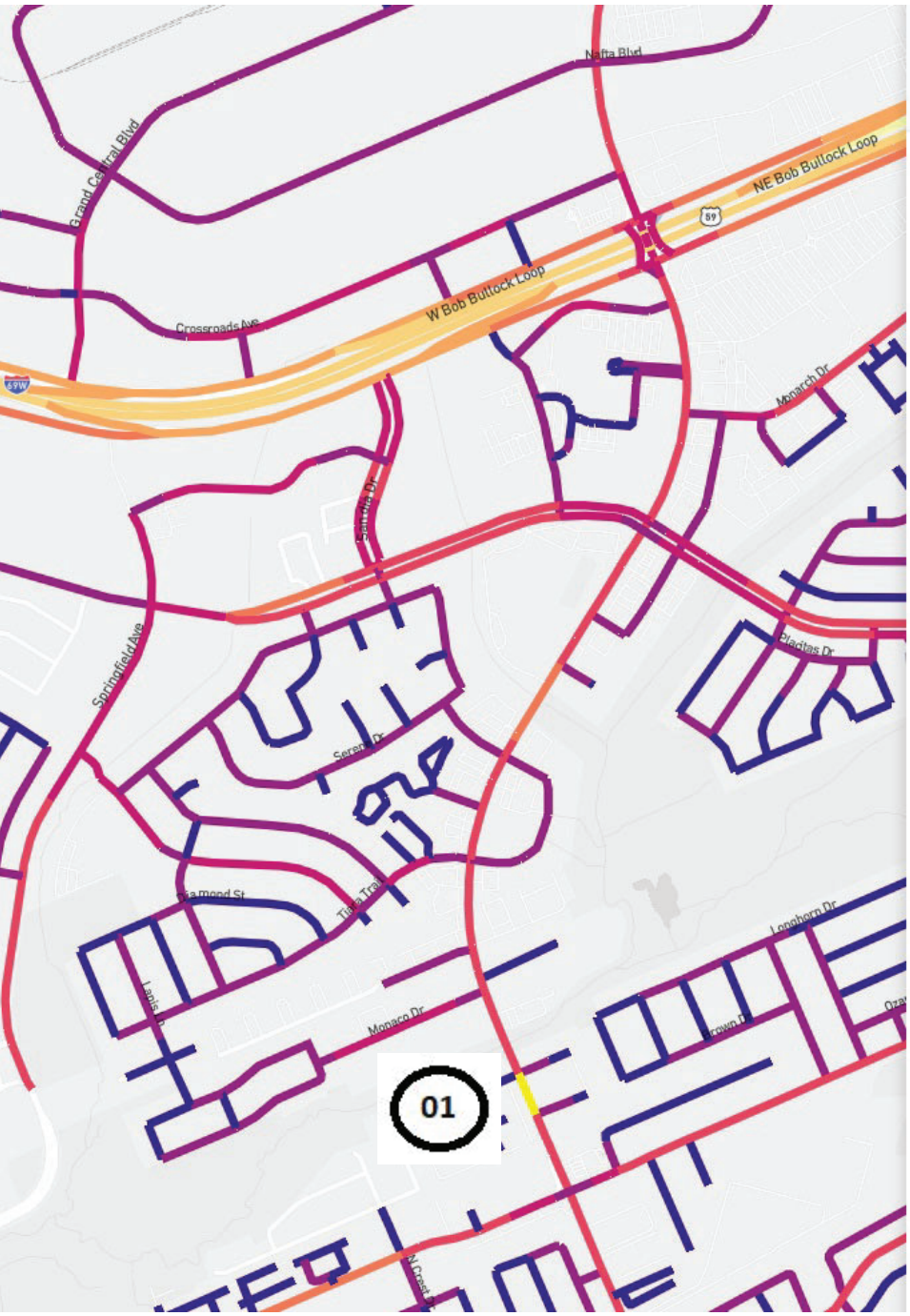
SB

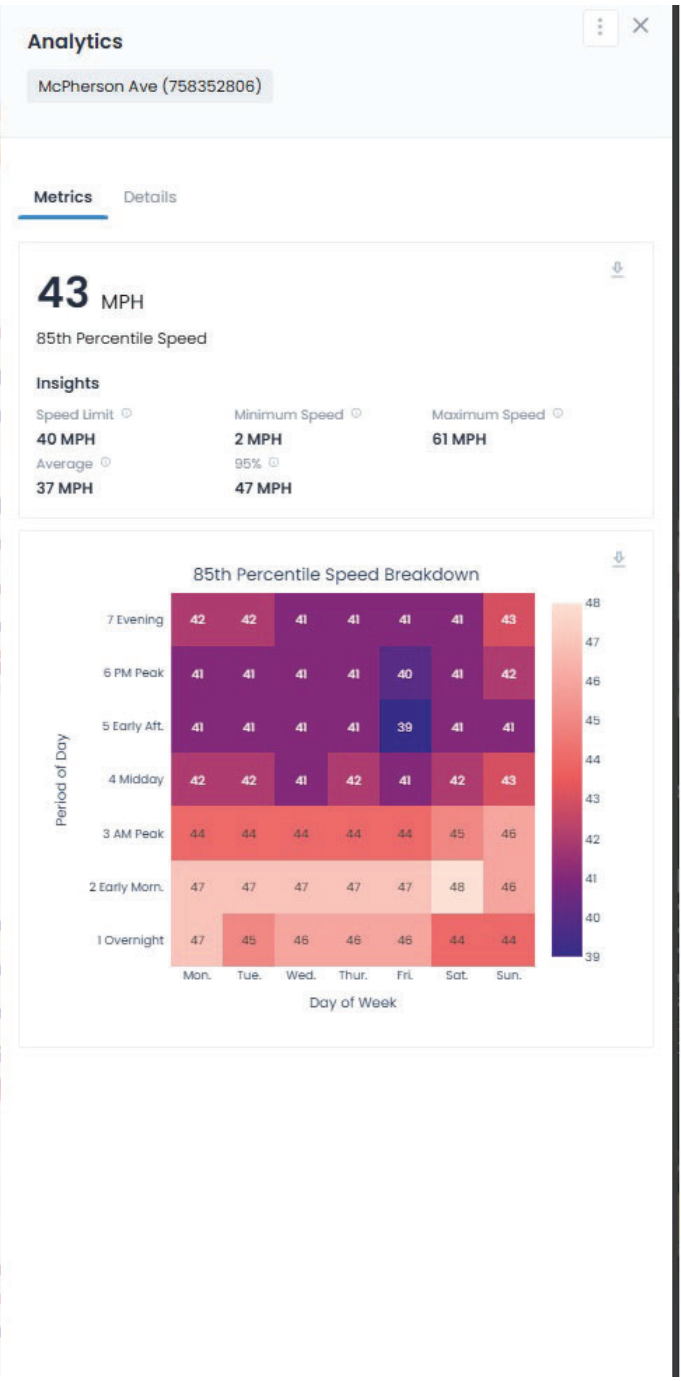
20250625 - McPherson Speed Limit Study 85th Average: **42.6**

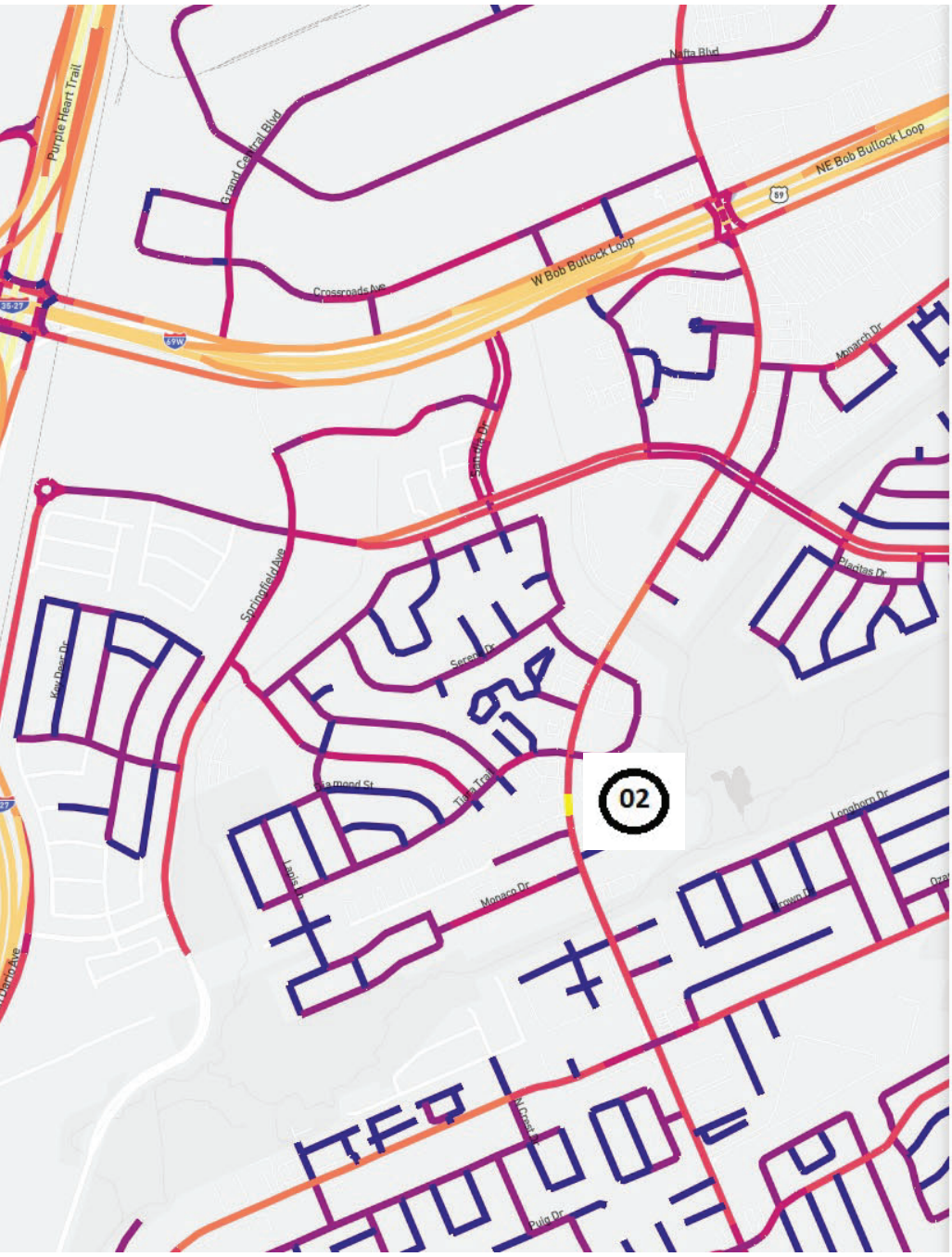
SDK DATA LOCATION	SPEED					
	Posted	**Min**	**Max**	**Avg**	**85th**	**95th**
1	45	2	61	37	43	47
2	45	6	59	37	44	48
3	45	3	58	36	44	47
4	45	12	57	39	45	49
5	45	2	55	33	42	45
6	45	2	54	32	40	44
7	45	4	50	33	40	43

* SDK data collected between 06/01/2024 to 06/30/2024

85th Percentile Speed (MPH)
<15
35-45
75+
Display Filter
Min
Max
0
81
NE Bob Bullock Loop
W Bob Bullock Loop
Nafta Blvd
Grand Central Blvd
Crossroads Ave
Springfield Ave
Monarch Dr
Don Sergio Dr
Imperial Dr
Havana Dr
Denmark Ln
Sweden Ln
Kingwood Dr
Shiloh Dr
Longhorn Dr
Ozark Dr
Monaco Dr
Kimberly Dr
Placitas Dr
07
06
05
04
03
02
01

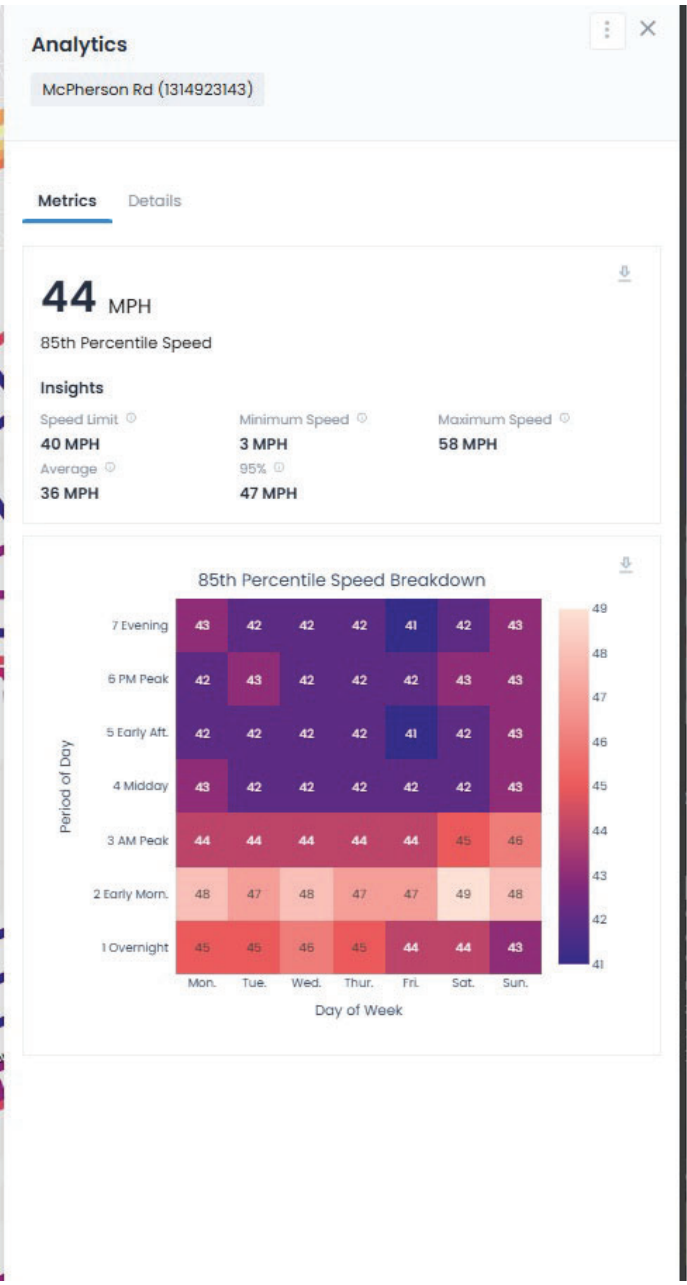

Nafta Blvd
Grand Central Blvd
NE Bob Bullock Loop
W Bob Bullock Loop
Crossroads Ave
Monarch Dr
Springfield Ave
Serene Dr
Placitas Dr
Monaco Dr
Longhorn Dr
01


Analytics
McPherson Ave (758352806)
Metrics
Details
43 MPH
85th Percentile Speed
Insights
Speed Limit
40 MPH
Minimum Speed
2 MPH
Maximum Speed
61 MPH
Average
37 MPH
95%
47 MPH
85th Percentile Speed Breakdown
7 Evening 42 42 41 41 41 41 43
6 PM Peak 41 41 41 41 40 41 42
5 Early Aft. 41 41 41 41 39 41 41
4 Midday 42 42 41 42 41 42 43
3 AM Peak 44 44 44 44 44 45 46
2 Early Morn. 47 47 47 47 47 48 46
1 Overnight 47 45 46 46 46 44 44
Mon. Tue. Wed. Thur. Fri. Sat. Sun.
Period of Day
Day of Week
48 47 46 45 44 43 42 41 40 39


Purple Heart Trail
Grand Central Blvd
Nolte Blvd
NE Bob Bullock Loop
W Bob Bullock Loop
Crossroads Ave
Monarch Dr
Springfield Ave
Sweet Dr
Placitas Dr
Tiger Trail
Monaco Dr
Longhorn Dr
Pula Dr
02

Analytics
McPherson Ave (1314920934)
Metrics
Details
44 MPH
85th Percentile Speed
Insights
Speed Limit
40 MPH
Minimum Speed
6 MPH
Maximum Speed
59 MPH
Average
37 MPH
95%
48 MPH
85th Percentile Speed Breakdown
Period of Day
7 Evening 43 42 42 42 42 42 44
6 PM Peak 43 43 42 42 43 42 43
5 Early Aft. 43 42 42 42 41 42 42
4 Midday 43 43 42 42 42 42 43
3 AM Peak 45 45 45 45 45 46 46
2 Early Morn. 48 47 48 47 48 48 48
1 Overnight 45 45 46 47 46 44 44
Mon. Tue. Wed. Thur. Fri. Sat. Sun.
Day of Week
48 47 46 45 44 43 42 41

Natta Blvd
Grand Central Blvd
NE Bob Buttock Loop
W Bob Buttock Loop
89
Crossroads Ave
Monarch Dr
Springfield Ave
Placitas Dr
Serena Dr
03
Monaco Dr
Longhorn Dr

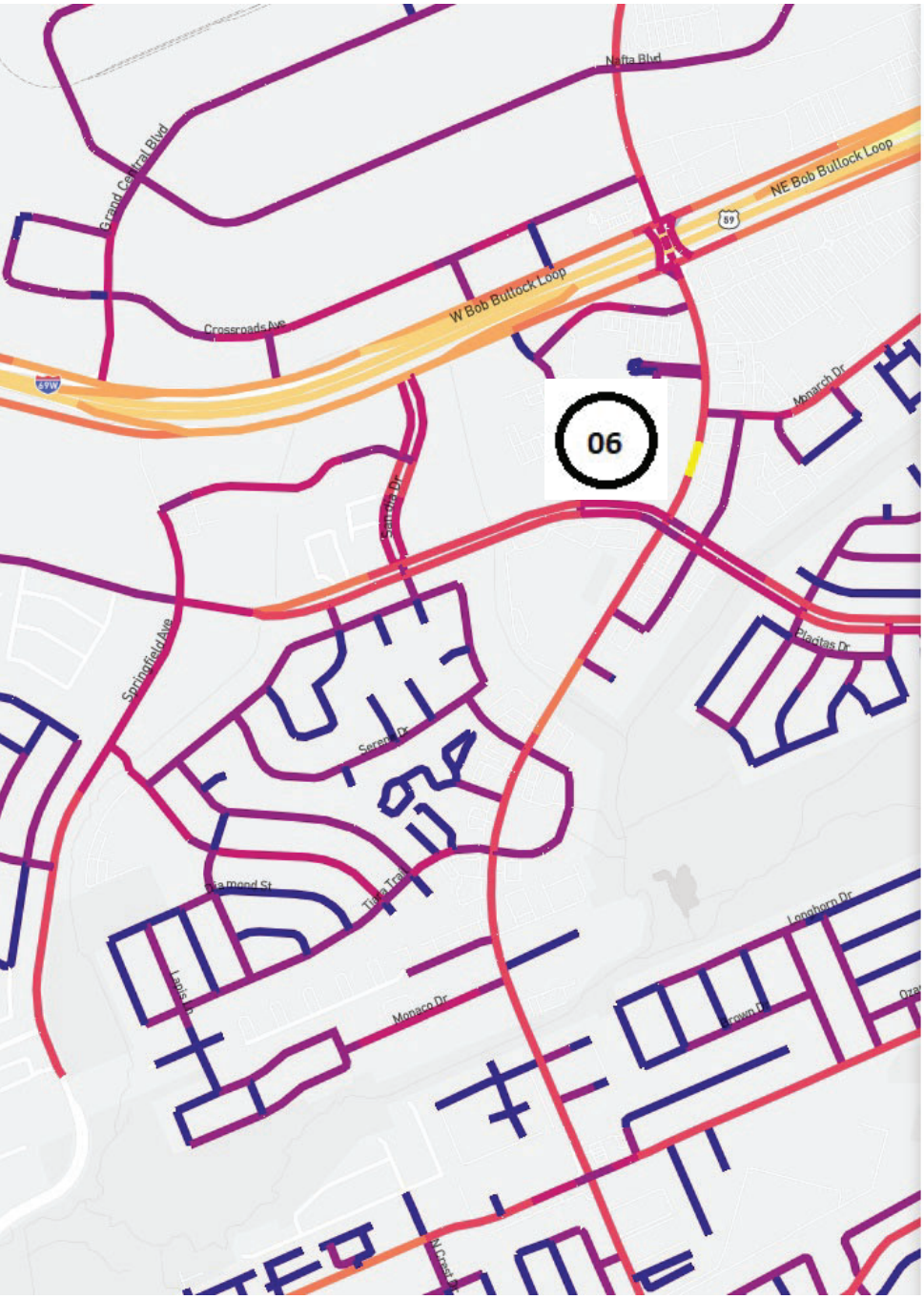

Analytics
McPherson Rd (1314923143)
Metrics
Details
44 MPH
85th Percentile Speed
Insights
Speed Limit
40 MPH
Minimum Speed
3 MPH
Maximum Speed
58 MPH
Average
36 MPH
95%
47 MPH
85th Percentile Speed Breakdown
Period of Day
7 Evening 43 42 42 42 41 42 43
6 PM Peak 42 43 42 42 42 43 43
5 Early Aft. 42 42 42 42 41 42 43
4 Midday 43 42 42 42 42 42 43
3 AM Peak 44 44 44 44 44 45 46
2 Early Morn. 48 47 48 47 47 49 48
1 Overnight 45 45 46 45 44 44 43
Mon. Tue. Wed. Thur. Fri. Sat. Sun.
Day of Week
49 48 47 46 45 44 43 42 41

Nafta Blvd
Grand Central Blvd
NE Bob Bullock Loop
W Bob Bullock Loop
Crossroads Ave
Monarch Dr
Springfield Ave
Serene Dr
Diamond St
Monaco Dr
Longhorn Dr
04

Analytics
McPherson Rd (1315013868)
Metrics
Details
45 MPH
85th Percentile Speed
Insights
Speed Limit
40 MPH
Minimum Speed
12 MPH
Maximum Speed
57 MPH
Average
39 MPH
95%
49 MPH
85th Percentile Speed Breakdown
7 Evening
6 PM Peak
5 Early Aft.
4 Midday
3 AM Peak
2 Early Morn.
1 Overnight
Period of Day
Mon.
Tue.
Wed.
Thur.
Fri.
Sat.
Sun.
Day of Week

Naffia Blvd
Grand Central Blvd
NE Bob Bullock Loop
W Bob Bullock Loop
Crossroads Ave
Monarch Dr
Springfield Ave
Placitas Dr
Monaco Dr
Longhorn Dr
05

Analytics
McPherson Ave (1314926476)
Metrics
Details
42 MPH
85th Percentile Speed
Insights
Speed Limit
40 MPH
Minimum Speed
2 MPH
Maximum Speed
55 MPH
Average
33 MPH
95%
45 MPH
85th Percentile Speed Breakdown
Period of Day
7 Evening 41 40 40 40 40 40 41
6 PM Peak 40 40 40 40 39 40 41
5 Early Aft. 39 39 40 40 39 40 40
4 Midday 41 40 40 40 40 40 41
3 AM Peak 41 41 41 42 42 43 44
2 Early Morn. 44 45 45 45 45 46 45
1 Overnight 44 44 44 43 44 43 43
Mon. Tue. Wed. Thur. Fri. Sat. Sun.
Day of Week
46 45 44 43 42 41 40 39


Nafta Blvd
Grand Central Blvd
NE Bob Bullock Loop
W Bob Bullock Loop
Crossroads Ave
Monarch Dr
Springfield Ave
Placitas Dr
Serena Dr
Monaco Dr
Longhorn Dr
06

Analytics
McPherson Ave (1307835563)
Metrics
Details
40 MPH
85th Percentile Speed
Insights
Speed Limit
40 MPH
Minimum Speed
2 MPH
Maximum Speed
54 MPH
Average
32 MPH
95%
44 MPH
85th Percentile Speed Breakdown
7 Evening 39 39 39 39 38 39 40
6 PM Peak 38 37 37 38 37 38 39
5 Early Aft. 38 38 38 38 37 38 39
4 Midday 39 39 39 39 38 39 39
3 AM Peak 40 40 40 40 40 41 42
2 Early Morn. 43 43 43 43 44 44 45
1 Overnight 43 43 43 41 43 42 42
Mon. Tue. Wed. Thur. Fri. Sat. Sun.
Period of Day
Day of Week
45 44 43 42 41 40 39 38 37

Nafta Blvd
Grand Central Blvd
NE Bob Bullock Loop
W Bob Bullock Loop
89
Crossroads Ave
07
Monarch Dr
Santa Fe Dr
Springfield Ave
Placitas Dr
Sorrento Dr
Longhorn Dr
Monaco Dr

Analytics
McPherson Rd (1314926505)
Metrics
Details
40 MPH
85th Percentile Speed
Insights
Speed Limit
40 MPH
Minimum Speed
4 MPH
Maximum Speed
50 MPH
Average
33 MPH
95%
43 MPH
85th Percentile Speed Breakdown
7 Evening 39 39 39 39 39 39 40
6 PM Peak 38 39 39 38 38 39 39
5 Early Aft. 38 38 38 38 37 39 39
4 Midday 39 39 38 39 38 39 40
3 AM Peak 40 40 40 40 40 41 43
2 Early Morn. 43 42 42 42 43 44 44
1 Overnight 43 42 43 40 43 42 42
Mon. Tue. Wed. Thur. Fri. Sat. Sun.
Period of Day
Day of Week
44 43 42 41 40 39 38 37

ORDINANCE NO. 2025-O-197

SETTING THE MAXIMUM SPEED LIMITS ON THAT PORTION OF MCPHERSON ROAD BETWEEN SHILOH DRIVE AND BOB BULLOCK LOOP, WITHIN THE CITY LIMITS OF LAREDO, WEBB COUNTY, TEXAS, AS 40 MPH, BASED ON AN IN-HOUSE SPEED ZONE STUDY CONDUCTED BY THE CITY OF LAREDO TRAFFIC SAFETY DIVISION, ENGINEERING DEPARTMENT.

WHEREAS, state law requires that an Engineering and Traffic investigation serve as the basis for a City to alter a speed limit; and

WHEREAS, the City of Laredo Traffic Safety Division, Engineering Department has undertaken a thorough traffic investigation of that portion of McPherson Road lying within the city limits of Laredo, Webb County, Texas, utilizing Texas State Department of Highways and Public Transportation procedures; and

WHEREAS, a speed study and traffic accident examination of that portion of McPherson Road has been completed in-house by the City of Laredo Traffic Safety Division, Engineering Department; and

WHEREAS, the City of Laredo Traffic Safety Division, Engineering Department has recommended that the maximum speed limits on that portion of McPherson Road be altered in accordance with said study; and

WHEREAS, the City's Traffic Engineer has reviewed and recommended the speed posting for McPherson Road as was recommended by the City of Laredo Traffic Safety Division, Engineering Department; and

WHEREAS, the Traffic Safety Division, Engineering Department, after proper analysis, has determined that better traffic flow will result on this section of McPherson Road and the interest and safety of the citizens of Laredo will be improved by the speed zoning; and

WHEREAS, the City Council of the City of Laredo is of the same opinion.

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

SECTION 1:

That any other prior enacted ordinances regulating same be repealed and superseded.

SECTION 2:

That the maximum speed limits on the portions of McPherson Road lying within the City limits

of Laredo shall be altered and posted as follows:

40 MPH between Shiloh Drive and Bob Bullock Loop

SECTION 3:

This ordinance shall be published one time in an official newspaper in the City of Laredo.

SECTION 4:

That this Ordinance shall take effect at expiration of thirty (30) days after adoption, provided there has been publication as provided in Section 2.09(D) of the Laredo City Charter, and shall supersede any prior ordinances for the sections described.

APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2025.

_____

Dr. Victor D. Treviño, Mayor

Attest:

_____

Mario Maldonado, Jr., City Secretary

APPROVED AS TO FORM:

_____

Doanh "Zone" T. Nguyen, City Attorney

By: Joaquin A. Rodriguez, First Assistant City Attorney

City of Laredo

City Council

Meeting Date: 10/20/2025 **Final Readings 16.**

SUBJECT
Public Hearing and Introductory Ordinance authorizing the City Manager to amend the City of Laredo FY2025 General Fund Library Department by appropriating $10,000 in revenues and expenses for the Texas State Library and Archives Commission (TSLAC) Texas Reads Grant for an eight-week Toy Photography Workshop for youth during the 2026 Summer Reading Program. Grant will be allocated in the General Fund.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):
Goal 10.1 - "Support the improvement of the education system of Laredo through coordination of efforts across all agencies."
Goal 10.2 - "Recognize local and regional arts and culture as the foremost indicator of the community's unique identity and support its development to cultivate civic pride and identity and as an essential component to economic development and for attracting and retaining talent."
Policy 10.2.8 - "Make Arts and Culture the cornerstone of Laredo's identity by encouraging and growing our cultural arts base, film and art festivals, theater, and other artistic projects."
Policy 10.2.9 - "Promote Children's Art Programs."

Summary of alignment:
This ordinance demonstrates **strong alignment** with multiple goals and policies in the Viva Laredo Comprehensive Plan. It directly supports the development of **educational artistic and cultural programs**-a priority per **Goal 10.1 and Goal 10.2** and **Policy 10.2.8 and 10.2.9.** Programs such as these empower youth to explore learning literary concepts and photography techniques in an educational and artistic manner. Concepts such as plot and scene and composition and lighting will be taught during this eight-week toy photography workshop.

PREVIOUS COUNCIL ACTION
City Manager approved the grant application submission on March 6, 2025.
A Public Hearing and Introductory Ordinance was approved on September 15, 2025.

BACKGROUND
The Texas State Library and Archives Commission's (TSLAC) Texas Reads Grant funds public library programs that promote reading and literacy within local communities.

COMMITTEE RECOMMENDATION

Click or tap here to enter text.

STAFF RECOMMENDATION
Staff recommends the appropriation and acceptance of funds.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	N
Source of Funds:	Texas State Library and Archives Commission
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Funding will be allocated in the General Fund.

TEXAS STATE LIBRARY & ARCHIVES COMMISSION
TEXAS READS GRANT PROGRAM

Grant Number: TXR-26010

I. CONTRACTING PARTIES

Grantor: Texas State Library and Archives Commission (TSLAC)

Subrecipient: City of Laredo, Laredo Public Library
1120 E Calton Rd
Laredo, TX 78041-7328
Federal Unique Entity ID: HWX7C56NNUV1

II. TERM OF GRANT

September 1, 2025, through August 31, 2026

III. STATEMENT OF SERVICES TO BE PERFORMED

Subrecipient shall provide services as outlined in the notice of funding opportunity (NOFO), Fiscal Year 2026 Texas Reads Grant Program Guidelines, and subrecipient's grant application (Texas Reads for FY 2026) as approved by TSLAC. Grant funds must be used to meet TSLAC and Federal goals. The Subrecipient must report information relating to best practices and performance outcomes during the period of this contract. The NOFO and approved grant application are incorporated into this contract as if fully set forth herein. In the event of any conflict between the NOFO, approved grant application, and this contract, the order of precedence shall be (1) this contract, (2) the Notice of Funding Opportunity, and (3) the approved grant application.

IV. GRANT AMOUNTS AND DISBURSEMENT REQUIREMENTS

A. The total amount of the grant shall not exceed: $10,000.00 . Indirect costs, as included in the total amount awarded, shall not exceed 0.000 or $0.00 as indicated in the budget below.

B. Source of funds:
Institute of Museum and Library Services (IMLS)
Assistance Listing Number/Title: 45.310 Grants to States
Federal Award Identification #: LS-259205-OLS-25; Federal Award Date: April 21, 2025

C. The Subrecipient is restricted to one of two methods for requesting funds from TSLAC. The Subrecipient may request reimbursement of actual and allowable expenditures for the Subrecipient's normal billing cycle, or advance payment for estimated and allowable expenditures to be incurred in the 30-day period following the request. Only Subrecipients providing documentation to demonstrate a lack of sufficient working capital and the ability to minimize the time elapsing between transfer of funds from TSLAC and disbursement of grant funds will be allowed to request advance payments.

D. The Subrecipient must request payments from TSLAC using TSLAC's Request for Funds form (RFF) via TSLAC's online Grant Management System (GMS), located at https://grants.tsl.texas.gov. Requests may be submitted to TSLAC no more often than once every 30 days, and no less often than once per quarter. Funds will be processed and paid to the Subrecipient provided TSLAC has received a fully executed contract, and the Subrecipient has fulfilled all reporting and training requirements for current and preceding contracts and submitted all required documentation with the RFF.

E. The Subrecipient is encouraged to earn income to defray program costs when appropriate. Use of program income must be approved by IMLS and be for the original purpose of the award. Program income earned during the period of performance may only be used for costs incurred during the period of performance or allowable closeout costs. Program income must be expended prior to requesting additional Federal funds. Program income exceeding amounts specified in the award may be added to or deducted from the total allowable costs in accordance with the terms and conditions of the award. See 2 CFR §200.307.

F. When submitting an RFF for reimbursement, the Subrecipient must provide TSLAC with supporting documentation, such as receipts, paid invoices, time sheets, and/or pay stubs to support the amount requested before payment will be processed. Subrecipient must submit the final request for reimbursement with all

supporting documentation no later than **September 15, 2026**. Requests or documentation received after the deadline(s) will generally be declined but may be considered on a case-by-case basis if the request does not create an undue burden on TSLAC business operations and Subrecipient demonstrates good cause for missing the deadline(s) (i.e., the reason for missing the deadline is due to no unreasonable delay or fault of Subrecipient).

G. The Subrecipient may not obligate or encumber grant funds after **July 31, 2026**. All obligations and encumbrances must be liquidated or paid no later than **September 15, 2026.**

H. If the Subrecipient does not expend funds on a regular basis and/or provide notice relating to unexpended funds by **June 1, 2026**, TSLAC reserves the right to act as necessary to reduce any unexpended balances, including reducing the amount specified in Section IV. A. above.

I. Interest earned in excess of $500 on advanced funds must be returned to TSLAC per requirements in the State of Texas Grant Management Standards (TxGMS). All unexpended grant funds must be returned to TSLAC per requirements in TxGMS.

J. Per the approved grant application, funds are authorized according to the following budget:

Salaries/Wages/Benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies/Materials	$10,000.00
Services	$0.00
Consultant Fees	$0.00
Indirect Costs	$0.00
Total	$10,000.00

V. REQUEST FOR FISCAL AND PROGRAMMATIC CHANGES

If the Subrecipient anticipates a need for a budget or program revision, Subrecipient must notify TSLAC and, if approved by TSLAC, request a budget and/or program revision for fiscal and/or programmatic changes as outlined in this Section. Subrecipient must submit a change request for budget and/or program revisions electronically on TSLAC's GMS. Under no condition may a Subrecipient request to exceed the total grant amount. TSLAC must receive all change requests on or before **June 15, 2026**. Requests received after this date will generally be declined but may be considered on a case-by-case basis if extenuating circumstances exist. **Subrecipient must submit a budget and/or program change request to TSLAC before obligating or expending grant funds as follows:**

A. Fiscal changes require an approved budget revision under any of the following conditions:

1. Making cumulative transfers among budget cost categories or projects that are expected to exceed ten (10) percent of the total grant;
2. Transferring any funds into a budget cost category that currently equals zero ($0);
3. Expending any program income earned through the utilization of resources funded by this grant; or,
4. Changing the items listed in the approved budget categories if an item's cost or features are substantially different from what the approved grant application specifies, or from a previously approved fiscal or program revision.

B. Programmatic changes to the approved grant application require an approved Program Revision under any of the following conditions:

1. Obtaining the services of a third party to perform activities that are central to the purposes of the grant; or,
2. Changing the scope or objectives of the approved program, regardless of whether there is an associated budget revision. A change in scope is a substantive difference in the approach or method used to reach program objectives.

VI. EQUIPMENT AND PROPERTY REQUIREMENTS

A. If conditions described in Section V.A.1. are met, any fiscal change to items listed in the Equipment budget category specified in Section IV. I. of this contract will require an approved Budget Revision before making the change. A fiscal change includes a change in the cost of the equipment and/or property, and any cost necessary to put the item into service, including, but not limited to, the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make the item usable for the purpose for which it is acquired. Ancillary charges such as taxes, duty, protective in-transit insurance, freight, and installation should be included in or excluded from the expenditure cost in accordance with the Subrecipient's regular accounting practices and Generally Accepted Accounting Practices (GAAP). TSLAC will not advise Subrecipient on ancillary charges.

B. The Subrecipient will comply with TxGMS, Property Standards, Equipment, requiring certain items of equipment to be maintained on inventory.

C. Equipment costing $10,000 or more per unit requires approval before purchase. In those instances, TSLAC must secure approval from IMLS on behalf of the Subrecipient and inform Subrecipient of approval once received. Subrecipient may not proceed with purchase unless TSLAC notifies Subrecipient of IMLS approval.

D. Subject to the obligations and conditions set forth in TxGMS, title to equipment acquired under a grant will vest in the Subrecipient upon acquisition. Subrecipient must include any equipment/property acquired with grant funds in the required biennial property inventory and follow the TxGMS requirement that the Subrecipient reconcile the equipment/property records with a physical inventory of the equipment/property every two years. This biennial inventory does not need to be submitted to TSLAC but must be maintained by the Subrecipient and will be subject to review and/or audit by TSLAC. When property is vested in the Subrecipient, Subrecipient will dispose of equipment/property in accordance with TxGMS. When the Subrecipient has been given Federally or State-owned equipment/property, Subrecipient will follow the guidance as set forth in TxGMS.

VII. REPORTING REQUIREMENTS

The State Legislature has charged TSLAC with submitting performance measure reports that specify the level of services provided by its programs and services. In accepting these grant funds, the Subrecipient acknowledges responsibility for performing certain services on behalf of TSLAC, as outlined in the approved grant application. Therefore, the Subrecipient is responsible for submitting periodic reports that reflect the Subrecipient's level of performance on these services to TSLAC. To comply with these requirements, the Subrecipient agrees to submit reports that are timely, accurate, auditable, and consistent with definitions.

A. The Subrecipient agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and/or, (3) any other issues identified in the Subrecipient's grant activities or internal audit. Drafts of this procedural documentation will be submitted to TSLAC by dates established mutually between TSLAC and Subrecipient. TSLAC will provide review and guidance to enable final versions to be approved on or before established deadlines.

B. The Subrecipient agrees to submit quarterly performance reports detailing grant-funded activities via the TSLAC GMS on or before due dates listed in the following schedule. If a due date falls on a weekend or state holiday, the respective report will be due on the next business day. Subrecipient agrees to submit Legislative Budget Board (LBB) measures as defined by TSLAC in the reports, and to work with agency staff in the development and reporting of Project outcomes. LBB measures may include the numbers of: a) books and other materials purchased with grant funds; b) persons provided grant-sponsored services; and/or c) library staff trained or assisted to carry out the grant-funded activities.

Reporting Period	Due Date
P1 (September 1, 2025 – February 28, 2026)	**March 7, 2026**
P2 (March 1, 2026 – August 31, 2026)	**September 7, 2026**

C. The Subrecipient will ensure that all fiscal reports or vouchers requesting payment under this agreement will include a certification, signed by an official who is authorized to legally bind the Subrecipient, that the reports are true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes

and objectives set forth in the terms and conditions of the award. The Subrecipient acknowledges that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the signing official to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. (2 CFR §200.415)

D. The Subrecipient agrees to submit an audit certification form for the auditable period including August 31, 2026, to TSLAC no later than **December 31, 2026, or other deadline as specified by TSLAC.**

E. If a single audit is required, the Subrecipient will comply with the Supercircular (2 CFR §200.512 Report Submission). The audit shall be completed and the required data collection form submitted to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the State agency that provided the funding or a different period is specified in a program-specific audit guide.

F. TSLAC reserves the right to withhold final payment on this Grant until all required reports and forms are received.

VIII. GENERAL TERMS AND CONDITIONS

A. The Subrecipient will comply with the Texas Reads Grant Program Guidelines for SFY 2026.

B. The Subrecipient will comply with the Rules for Administering the Special Projects Grant, Texas Administrative Code (TAC), Title 13, Part 1, Chapter 2, Subchapter C, Division 7, Rules 2.710–2.712; and Title and Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.120 regarding General Grant Guidelines.

C. The Subrecipient will comply with all applicable Federal and State laws and any other requirements relevant to the performance of Subrecipient under this contract, including the following rules and guidance as applicable:

1. Texas Grant Management Standards (TxGMS) *(https://comptroller.texas.gov/purchasing/grant-management/);* and
2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200 and §3187 *(https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200)*.

D. The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. Subrecipient understands that IMLS and TSLAC reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal or State government purposes, and to authorize others to do so. (2 CFR §200.315)

E. All publicity relating to the grant award must include acknowledgment of the Institute of Museum and Library Services (*www.imls.gov/recipients/imls_acknowledgement.aspx)* and the Texas State Library and Archives Commission. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Subrecipient's website, and materials distributed through the grant project. The Subrecipient will provide TSLAC with one set of all public relations materials produced under this grant with the final quarterly performance report.

F. Subrecipients will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000 et seq.), which prohibits discrimination on the basis of race, color, or national origin, including taking reasonable steps to ensure that limited English Proficient (LEP) persons have meaningful access to the applicant's programs; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1689), which prohibits discrimination on the basis of sex in education programs; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §701 et seq., including §794), which prohibits discrimination on the basis of disability and the Americans With Disabilities Act of 1990; (d) the Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. §§6101 et seq), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and §527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and §290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination

provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) that may apply to the application.

G. Subrecipient understands that acceptance of funds under this contract acts as acceptance of the authority of duly authorized representatives of TSLAC, IMLS, the Comptroller General of the United States, and the Texas State Auditor's Office, or any successor agencies, to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with said representatives in the conduct of the audit or investigation and agrees to provide access to all books, documents, papers, examinations, excerpts, transcripts, copies, and any other records necessary to conduct the audit and/or investigation. Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient, and the requirement to cooperate, is included in the contract for any sub-grant awarded. The Subrecipient also represents and warrants that it will comply with Texas Government Code, §321.022, which requires that suspected fraud and unlawful conduct be reported to the Texas State Auditor's Office.

H. The Subrecipient, *if a private entity*, will comply with Federal law pertaining to trafficking in persons. Subrecipient and its employees may not:

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect;
3. Use forced labor in the performance of the award or subawards under the award; or
4. Engage in acts that directly support or advance trafficking in persons

I. The Subrecipient agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2023-2027 is submitted (anticipated date of submission is January 29, 2029). **This means the Subrecipient must maintain all grant-related records through January 29, 2032. In addition, Subrecipients that operate as State agencies must comply with (Texas Government Code, §441.1855), relating to state agency contracting and the retention of all contract-related documents.**

In the event the Subrecipient or receiving entity ceases to exist, the Subrecipient will notify TSLAC in writing providing the name of the legal entity that will maintain the records and the location of the records.

J. This grant may be terminated by written notice and mutual agreement of both parties. The termination notice must be given no less than 30 days prior to the termination date. Where notice of termination is given, the Subrecipient shall:

1. Take immediate steps to bring the work or grant activities to a close in a prompt and orderly manner. Subrecipient will complete reporting requirements outlined in Section VII of this document and in a manner mutually agreed upon by both parties as part of the closeout process.
2. Reduce expenses to a minimum and not expend, obligate, or commit any additional funds after notice of termination is received.. All contracted funds that are not spent, encumbered or obligated at the time of notice of termination shall revert back to TSLAC according to processes established in Section IV.H. of this document and according to a timeline mutually agreed upon by both parties.

K. The Subrecipient shall notify TSLAC in writing of any changes to key grant personnel (i.e., program manager, library director, financial contact, etc.) within seven (7) days of the change occurrence.

L. Loss of all of Subrecipient's staff prior to the end of the grant period or the termination date, whichever is earlier, does not relieve the Subrecipient of its obligation to fulfill all terms and conditions of the grant with regard to reporting requirements, retention of records, and requirements for disposition of equipment and supplies.

M. The parties agree that no provision of this contract is in any way intended to constitute a waiver by TSLAC or the State of Texas of any immunities from suit or from liability that TSLAC or the State of Texas may have by operation of law.

N. The dispute resolution process provided in Texas Government Code, Chapter 2009, is available to the parties to resolve any dispute arising under the agreement.

IX. ENFORCEMENT

A. Remedies for noncompliance. If a Subrecipient materially fails to comply with any term of the contract, whether stated in a State or Federal statute or regulation, an assurance in a State plan or application, a notice of award, or elsewhere, TSLAC may take one or more of the following actions or impose other sanctions as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient, or more severe enforcement action by TSLAC;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current contract for the Subrecipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

B. Hearings, appeals. In taking an enforcement action, TSLAC will provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved. Appeal/protest procedures are outlined in the Texas Administrative Code (TAC), Title 13, Part 1, Chapter 2, Subchapter A, §2.55 (Protest Procedure).

C. Effects of suspension and termination. Costs to Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of an award are not allowable unless TSLAC expressly authorizes them in writing. Other Subrecipient costs incurred during suspension or after termination that are necessary and not reasonably avoidable are allowable if:

1. The costs relate to obligations that were properly incurred by the Subrecipient before the effective date of suspension or termination and were not incurred in anticipation of suspension or termination, and, in the case of a termination, the costs are noncancelable; and,
2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

D. Relationship to Debarment and Suspension — The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549 (See TxGMS, Appendix 6, Debarment and Suspension) and State law.

X. CONTACTS AT TSLAC

Questions or concerns about programmatic issues, budget and/or program revisions, performance reports, and equipment/property should be directed to:

Taylor Gardner, Grants Administrator
Phone: 512-463-5468 / Fax: 512- 936-2306
E-mail: grants@tsl.texas.gov

Questions or documentation relating to requests for funds, payments, and financial status should be directed to:

Arturo Villarreal, Grants Accountant
Phone: 512-463-5472 / Fax: 512-475-0185
E-mail: grants.accounting@tsl.texas.gov

Questions or concerns about advance payments and other financial issues should be directed to:

Rebecca Cannon, Manager, Accounting and Grants
Phone: 512-463-6626 / Fax: 512-475-0185
E-mail: rcannon@tsl.texas.gov

Payments from Subrecipient to TSLAC, such as refunds and those for excess advanced funds or for interest earned on advanced funds, should be mailed to the following address with an explanation of the purpose of the payment and the grant number:

Grants Accountant
Accounting and Grants Department
Texas State Library and Archives Commission
PO Box 12516

Austin, TX 78711-2516

XI. APPLICABLE AND GOVERNING LAW; AVAILABILITY OF FUNDS

A. The laws of the State of Texas shall govern this grant.

B. The venue for any suit arising from this contract will be in a court of competent jurisdiction in Travis County, Texas. This contract, all of its terms and conditions, all rights, obligations, and duties of the parties, and all claims arising out of or relating to this contract, will be construed, interpreted and applied in accordance with, governed by, and enforced under the laws of the State of Texas.

C. This grant contract is subject to the availability of funds. TSLAC may reduce or terminate this grant contract when the availability of funding is reduced or eliminated.

XII. GRANT CERTIFICATIONS

A. TSLAC certifies that: (1) the services specified in the approved grant application and this contract are necessary and essential for activities that are properly within the statutory functions and programs of the affected organizations; (2) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder; and, (3) the grant is authorized by and in compliance with Texas Government Code §441.006, Texas Government Code §441.135; Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 4, §§2.410–2.412 regarding the Texas Reads Grants Program; Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 7, §§2.710–2.720 regarding General Grant Guidelines; the Library Services and Technology Act (LSTA); the LSTA Five-Year Plan for Texas; and TxGMS.

B. The Subrecipient certifies that all costs included in this grant award are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements.

C. The Subrecipient certifies that the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently, and the negotiating agency will be notified of any accounting changes that would affect the predetermined rate.

D. For any agreement exceeding $100,000, the Subrecipient certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If non-federal funds are used by Subrecipient to conduct such lobbying activities, the Subrecipient shall promptly file the prescribed disclosure form. The Subrecipient acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement in compliance with 31 U.S.C. §1352.

E. Subrecipient has provided to TSLAC the mandatory Internet Safety Certification (Certification) that it is in compliance with requirements of the Children's Internet Protection Act (CIPA) for any Federal funds under this grant that will be used to purchase computers used to access the Internet or pay for the direct costs of accessing the Internet. Subrecipient agrees to collect, as required and appropriate, Certification forms from all libraries receiving benefits of Federal funds expended under this contract.

F. Subrecipient certifies that neither subrecipient nor any of its principals (a) are presently excluded or disqualified; (b) have been convicted within the preceding three years of any of the offenses listed in 2 CFR §180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR §180.800(a); or (d) have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to these Certifications.

G. The Subrecipient certifies all applicable activities related to this grant will be in compliance with the Copyright Law of the United States (Title 17, U.S. Code).

H. In addition to Federal requirements, State law requires a number of assurances from applicants for Federal pass-through or other State-appropriated funds (TxGMS, Appendix 6, Uniform Assurances by Local Governments), The Subrecipient hereby represents and warrants its compliance with all applicable required assurances.

I. The subrecipient certifies that it will comply with drug-free workplace requirements in Subpart B of 2 CFR 3186, which adopts the government-wide implementation (2 CFR 182) of Sections 5152-515 of the Drug-Free Workplace Act of 1988 (P.L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701–707). This includes, but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace; and identifying (either at the time of application or upon award, or in documents kept on file in the recipient's offices) all known workplaces under Federal awards.

J. The Subrecipient represents and warrants that it will comply, and assure compliance of all its subrecipients and contractors, with all applicable Federal and State laws, rules, regulations, and policies in effect or hereafter established. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies.

K. The Subrecipient represents and warrants its compliance with Texas Government Code, §2054.5191, relating to the cybersecurity training program for local government employees who have access to a local government computer system or database and any additional training that may be required by this section.

L. The Subrecipient represents and warrants its compliance with 2 CFR §200.113, which requires the prompt disclosure in writing whenever, in connection with the award, Subrecipient has credible evidence of a commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations, or a violation of the civil False Claims Act (31 USC 3729-3733) to IMLS, IMLS's Office of General Counsel, and TSLAC.

M. The Subrecipient represents and warrants that it will comply with Texas Government Code, §2252.906, relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

N. In accordance with Texas Government Code, §669.003, relating to contracting with the executive head of a State agency, Subrecipient certifies that it is not (1) the executive head of TSLAC, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of TSLAC, or (3) a person who employs a current or former executive head of TSLAC.

O. The Subrecipient represents and warrants that TSLAC's payments to Subrecipient and Subrecipient's receipt of funds under the contract or grant are not prohibited by Texas Government Code, §§ 403.1067 or 556.0055, which restrict lobbying expenditures.

P. The Subrecipient represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. The Subrecipient has not given, or offered to give, nor does Subrecipient intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of TSLAC, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant State or Federal law. Further, the Subrecipient represents and warrants that in the administration of the grant, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Subrecipient shall promptly notify TSLAC. The Subrecipient will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. The Subrecipient will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this contract. The

Subrecipient must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this contract. The Subrecipient represents and warrants its compliance with the Federal agency's conflict of interest policies in accordance with 2 CFR §200.112.

Q. In accordance with 2 C.F.R. §200.217, the Subrecipient represents and warrants that it will not discharge, demote, or otherwise discriminate against an employee of the subrecipient as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The Subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

R. Subrecipient will establish, document, and maintain effective internal control over the award that provides reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. Subrecipient must also take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information.

XIII. SIGNATURES

Each of the undersigned represents and warrants they have the authority to execute this contract and bind their respective party to the terms and conditions herein.

GRANTOR

Texas State Library and Archives Commission

_____

Sarah Karnes, Library Development and Networking Director

_____

Date

Approved by:

_____ Chief Operations and Fiscal Officer

_____ Grants Administrator

SUBRECIPIENT

City of Laredo, Laredo Public Library

_____

Signature (official empowered to enter into contracts)

_____

Typewritten or Printed Name

_____

Title

_____

Date

Official Award Notification for Competitive Grants
State Fiscal Year 2026

Subrecipient Information

City of Laredo, Laredo Public Library
1120 E Calton Rd
Laredo, TX 78041-7328
FUEI: HWX7C56NNUV1

Project Manager: Ana P. Garcia, apgarcia@ci.laredo.tx.us
Library Director: Analiza Perez-Gomez, agomez3@ci.laredo.tx.us

Basic Award Information	
Awarding Agency:	Texas State Library & Archives Commission
Grant Program:	Competitive — Texas Reads 2026
State Award Date:	August 1, 2025
Grant Number:	TXR-26010
Grant Period Start Date:	September 1, 2025
Grant Period End Date:	August 31, 2026
Source of funds:	Federal — Institute of Museum and Library Services (IMLS)
CFDA No. & Name:	45.310 — Grants to States
Federal Award Identification Number (FAIN):	LS-259205-OLS-25
Federal Award Date:	April 21, 2025
Amount of Federal Funds Obligated by this Action:	$10,000.00
Total Amount of Federal Funds Obligated:	$10,000.00
Total Amount of Award:	**$10,000.00**
Indirect Cost Rate:	0.00
Funding Type:	Reimbursement

Basic Award Information

1. This grant award is governed by the approved grant application and signed grant contract. Subrecipient shall provide services as outlined in the approved grant application (Texas Reads Grant for SFY 2023) as approved by TSLAC. Grant funds must be used to meet TSLAC and Federal goals. The Subrecipient must report information relating to best practices and performance outcomes as designated in the TSLAC grant contract. The approved grant application submitted by Subrecipient is incorporated into the contract as if fully set forth therein. In the event of any conflict between the grant application and the contract, the contract shall prevail.
2. Grant support is provided under the following state and federal rules as applicable:
   a. Texas Reads Grant Program Guidelines for SFY 2026
   b. Rules for Administering the Texas Reads Grant, Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 7, Rules 2.710–2.712;
   c. General Grant Guidelines, Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.119;
   d. Texas Grant Management Standards (TxGMS) *(https://comptroller.texas.gov/purchasing/grant-management/);* and
   e. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200 and §3187 (Supercircular)) *(https://federalregister.gov/a/2013-30465)*.
3. The Subrecipient's grant-related staff must attend all TSLAC grant management training as applicable to their grant duties.
4. The Subrecipient's authorizing official must sign and return the required grant contract to indicate acceptance of the award and compliance with the statutory and regulatory requirements before any funds will be reimbursed.

Performance Goals:

Subrecipient is to report on grant performance as designated and scheduled in the TSLAC grant contract.

TSLAC Contact Information

Questions or concerns about programmatic issues, budget and/or program revisions, performance reports, and equipment/property should be directed to:

Taylor Gardner, Grants Coordinator
E-mail: grants@tsl.texas.gov

Questions or documentation relating to requests for funds, payments, and financial status should be directed to:

Arturo Villarreal, Grants Accountant
E-mail: grants.accounting@tsl.texas.gov

TSLAC Authorized Official	Sarah Jacobson, Division Director Library Development and Networking June 9, 2025

COUNCIL COMMUNICATION

DATE:	SUBJECT: Public Hearing and Introductory Ordinance
9/15/2025	**PUBLIC HEARING AND INTRODUCTORY ORDINANCE AUTHORIZING THE CITY MANAGER TO AMEND THE CITY OF LAREDO FY25 GENERAL FUND LIBRARY DEPARTMENT BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF $10,000.00 TO FUND THE TEXAS READS GRANT EIGHT-WEEK TOY PHOTOGRAPHY WORKSHOP, AS AWARDED BY THE TEXAS STATE LIBRARY AND ARCHIVES COMMISSION (TSLAC). THE GRANT AWARD IS IN THE AMOUNT OF $10,000.00 WITH NO CASH MATCH REQUIRED FOR A TOTAL GRANT AMOUNT OF $10,000.00. THE PERFORMANCE PERIOD IS SEPTEMBER 1, 2025 THROUGH AUGUST 31, 2026.**

INITIATED BY:	STAFF SOURCE:
Joseph W. Neeb City Manager	Analiza Perez-Gomez. Interim Library Director

PREVIOUS COUNCIL ACTION:
City Manager approved the grant application submission on March 6, 2025.

BACKGROUND:

The Texas State Library and Archives Commission's (TSLAC) Texas Reads Grant funds public library programs that promote reading and literacy within local communities.

FINANCIAL IMPACT:
Funding will be allocated in the General Fund.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Recommends the approval of this Public Hearing and Introductory Ordinance.

ORDINANCE No. 179

PUBLIC HEARING AND INTRODUCTORY ORDINANCE AUTHORIZING THE CITY MANAGER TO AMEND THE CITY OF LAREDO FY25 GENERAL FUND LIBRARY DEPARTMENT BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF $10,000.00 TO FUND THE TEXAS READS GRANT EIGHT-WEEK TOY PHOTOGRAPHY WORKSHOP, AS AWARDED BY THE TEXAS STATE LIBRARY AND ARCHIVES COMMISSION (TSLAC). THE GRANT AWARD IS IN THE AMOUNT OF $10,000.00 WITH NO CASH MATCH REQUIRED FOR A TOTAL GRANT AMOUNT OF $10,000.00. THE PERFORMANCE PERIOD IS SEPTEMBER 1, 2025 THROUGH AUGUST 31, 2026.

Whereas, under the provisions of the Texas State Library and Archives Commission (TSLAC) accredited public libraries, local public library systems, libraries that are members of the TexShare Library Consortium, or nonprofit organizations that are applying on behalf of accredited libraries and/or TexShare members, through their governing authority entities are eligible to receive grants from TSLAC to provide financial support to organizations for public library programs to promote reading and literacy within local communities; and

Whereas, this grant program will provide access to resources and promote services that support literacy and educational attainment; and

Whereas, the City of Laredo has designated Joseph W. Neeb, City Manager as the Authorized Official; Francisco J. Mata, Financial Services Director as the Financial Officer; and Ana P. Garcia as the Program Director; and

Whereas, the Assistant City Manager is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Texas Reads Grant Program and all other necessary documents to accept said grant; and

Whereas, the City of Laredo has agreed that this event is contingent upon the availability of and receipt of funds and in the event of loss of the Texas State Library and Archives Commission funds, the City of Laredo will not pursue this program.

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

Section 1: Public Hearing and Introductory Ordinance authorizing the City Manager to amend the City of Laredo FY25 General Fund Library Department budget by appropriating revenues and expenditures in the amount of $10,000.00 to fund the Texas Reads Grant eight-week toy photography workshop, as awarded by the Texas State Library and Archives Commission (TSLAC). The grant award is in the amount of $10,000.00 with no cash match required for a total grant amount of $10,000.00. The performance period is September 1, 2025 through August 31, 2026.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONDADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 10/20/2025 **Final Readings 17.**

SUBJECT

An ordinance expanding the board of directors of Tax Increment Reinvestment Zone Number One, City of Laredo, Texas; amending ordinance 2016-O-192 to provide for appointment of two additional directors; containing findings and provisions related to the foregoing subject; and providing a severability clause.

VIVA LAREDO PLAN ALIGNMENT

Alignment Rating: Moderate

Supporting goal(s)/policy(ies):

- **Policy 3.1.1** - Leverage public-private partnerships to finance development and infrastructure improvements.

"Encourage collaboration between the City, private investors, and other public entities to finance improvements that advance community goals." (Viva Laredo Comprehensive Plan, p. 3.6)

- **Policy 3.3.2 -** Support reinvestment in underutilized and strategically important areas.

"Promote reinvestment in areas with strong potential for economic return and community benefit through targeted incentives and planning tools." (Viva Laredo Comprehensive Plan, p. 3.10)

- **Policy 3.4.4** - Ensure transparency and accountability in the use of incentives and special districts.

"Maintain public trust in the use of incentives, tax abatements, and reinvestment zones by requiring accountability and transparency in decision-making processes." (Viva Laredo Comprehensive Plan, p. 3.13)

PREVIOUS COUNCIL ACTION

On December 5, 2016, the City Council of the City of Laredo, Texas, adopted Ordinance No. 2016-O-192 designating a 652.8-acre geographic area within the City as Tax Increment Reinvestment Zone Number One, City of Laredo (the "Zone") and creating a Board of Directors (the "Board") for such Zone.

On May 12, 2017, the City Council adopted Ordinance No. 2017-O-047 expanding the Board from five (5) to seven (7) directors.

On April 22, 2025, the City Council, in Executive Session, deliberated pursuant to Texas Government Code Section 551.087 (Economic Development Negotiations) with Webb County regarding the composition of the Board of Directors for Tax Increment Reinvestment Zone Number One, including possible amendments to Ordinance No. 2016-O-192 and any subsequent related amendments, and matters incident thereto.

BACKGROUND

The Board of Directors of Tax Increment Reinvestment Zone (TIRZ) No. 1 recognizes the importance of strengthening partnerships to enhance the revitalization and redevelopment of downtown Laredo. In pursuit of this goal, the Board seeks to expand collaboration by inviting the County of Webb to join and contribute to TIRZ No. 1, pursuant to the authority granted under Chapter 311 of the Texas Tax Code, the Tax Increment Financing Act. The Webb County Commissioners Court approved participation in TIRZ No. 1, marking a significant step toward strengthening intergovernmental cooperation and ensuring the continued progress of downtown revitalization efforts.

COMMITTEE RECOMMENDATION

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STAFF RECOMMENDATION

Staff recommends the approval of this resolution.

Fiscal Impact

Fiscal Year:	2025/2026
Budgeted Y/N?:	N
Source of Funds:	N/A
Account #:	
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No Financial Impact at the moment.

ORDINANCE 2025-O-_____

AN ORDINANCE EXPANDING THE BOARD OF DIRECTORS OF TAX REINVESTMENT ZONE NUMBER ONE, CITY OF LAREDO, TEXAS; AMENDING ORDINANCE 2016-O-192 TO PROVIDE FOR APPOINTMENT OF TWO ADDITIONAL DIRECTORS; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT; AND PROVIDING A SEVERABILITY CLAUSE.

* * * * * * *

WHEREAS, pursuant to Chapter 311 of the Texas Tax Code, the City adopted Ordinance No. 2016-O-192 on December 5, 2016 (the "Creating Ordinance") designating a 652.8-acre geographic area within the City as Reinvestment Zone Number One, City of Laredo (the "Zone") and creating a board of directors (the "Board") for such Zone; and

WHEREAS, the City adopted Ordinance No. 2017-O-047 expanding the Board from five to seven directors; and

WHEREAS, the City now desires to expand the Board from seven to nine directors;

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

Section 1. Findings

(a) That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance; and

(b) That it is in the best interest of the Zone to expand the Board from seven to nine members.

Section 2. Board of Directors

That the Creating Ordinance, as amended, is hereby further amended to provide that the Board of Directors for the Zone shall consist of nine (9) members with Position One: reserved for appointment by the District 8 City Council Member of the City, who may appoint himself/herself or another qualified individual; Position Two: reserved for appointment by the City Manager of the City, who may appoint himself/herself or another qualified individual; Position Three: reserved for the Director of Finance of the City; -Position Four: reserved for the Director of Planning of the City; Positions Five, Six, and Seven: reserved for nomination by the Mayor, subject to approval by the City Council; -Position Eight and nine: reserved for nomination by the Judge of the Webb County Commissioner's Court, subject to approval by the Webb County Commissioner's Court.

Section 3. Creating Ordinance

That all other provisions of the Creating Ordinance remain in full force and effect.

DRAFT

Section 4. Severability

If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void or invalid, the validity of the remaining provisions of this Ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof shall become inoperative or fail by reason of any such unconstitutionality, voidness, or invalidity, and all provisions of this Ordinance are declared severable for that purpose.

Section 5. Open Meetings

It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by the Texas Open Meetings Act, Texas Government Code, Ch. 551, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

[EXECUTION PAGE FOLLOWS]

DRAFT

PASSED ON FIRST READING this _____ day of _____, 2025.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

BY _____
MARIO MALDONADO
CITY SECRETARY

BY_____
NGUYEN, DOANH T. "ZONE"
CITY ATTORNEY

PASSED AND ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2025.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

BY _____
MARIO MALDONADO
CITY SECRETARY

BY_____
NGUYEN, DOANH T. "ZONE"
CITY ATTORNEY

DRAFT

ORDINANCE NO. 2016-O-192

AN ORDINANCE DESIGNATING A GEOGRAPHIC AREA WITHIN CITY OF LAREDO AS REINVESTMENT ZONE NUMBER ONE, CITY OF LAREDO, TEXAS, FOR TAX INCREMENT FINANCING PURPOSES PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE; CREATING A BOARD OF DIRECTORS FOR SUCH ZONE; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT; AND PROVIDING A SEVERABILITY CLAUSE.

* * * * * * *

WHEREAS, pursuant to Chapter 311 of the Texas Tax Code, the City may designate a geographic area within the City as a reinvestment zone if the area satisfies the requirements of certain sections of Chapter 311 of the Texas Tax Code; and

WHEREAS, the City has prepared a preliminary reinvestment zone financing plan, which provides that certain City of Laredo ad valorem property taxes are to be deposited into the tax increment fund, and that taxes of other taxing units may be utilized in the financing of the proposed zone; and

WHEREAS complying with the requirements of Chapter 311, Texas Tax Code, a notice of the November 21, 2016, public hearing on the creation of the proposed zone was published on November 11, 2016, and November 13, 2016, in the Laredo Morning Times, a newspaper of general circulation in the City; and

WHEREAS, at the public hearing on November 21, 2016, interested persons were allowed to speak for or against the creation of the proposed zone, its boundaries, or the concept of tax increment financing; and owners of property in the proposed zone were given a reasonable opportunity to protest the inclusion of their property in the proposed zone; and

WHEREAS, evidence was received and presented at the public hearing in favor of the creation of the proposed zone under the provisions of Chapter 311, Texas Tax Code; and

WHEREAS, no owner of real property in the proposed zone protested the inclusion of their property in the proposed zone; and

WHEREAS, the City has provided all information and given all notices and done all other things required by Chapter 311, Texas Tax Code, or other law as a condition to the creation of the proposed zone; and

WHEAREAS, as of the date of this Ordinance, no other tax increment reinvestment zone is in operation within the City; and

WHEREAS, based on the latest certified values, the total appraised value of taxable property in the City and in industrial districts created by the City is approximately $12,411,402,211 and

WHEREAS, based on the latest certified values, the total appraised value of taxable real property in the proposed zone and all other tax increment reinvestment zones previously created by the City is approximately $299,722,449 and

WHEREAS, based on the latest certified values, the total appraised value of taxable real property used for residential purposes is in the proposed zone is $28,697,998 and

WHEREAS, the total area within the proposed zone is approximately 652.8 acres, including property that is publicly owned; **NOW, THEREFORE,**

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

Section 1. Findings.

(a) That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

(b) That the City Council further finds and declares that the proposed improvements in the zone will significantly enhance the value of all the taxable real property in the proposed zone and will be of general benefit to the City.

(c) That the City Council further finds and declares that that the zone meets the criteria and requirements of Section 311.005 of the Texas Tax Code because the proposed zone contains a substantial number of substandard, slum, deteriorated, or deteriorating structures, unsanitary or unsafe conditions, the deterioration of site or other improvements, and conditions that endanger life or property by fire or other cause, which conditions substantially impair and arrest the sound growth of the City.

(d) That the City Council, pursuant to the requirements of Chapter 311, Texas Tax Code, further finds and declares:

(1) That the proposed zone is a geographic area located within the corporate limits of the City of Laredo; and

(2) That the total appraised value of taxable real property in the proposed zone does not exceed twenty five percent of the total appraised value of taxable real property in the City and in the industrial districts created by the City; and

(3) That the total appraised value of taxable real property in the proposed zone used for residential purposed does not exceed thirty percent of the total appraised value of taxable real property in the proposed zone; and

(4) That based on the latest certified values, the development or redevelopment of the property in the proposed zone will not occur solely through private investment in the reasonably foreseeable future.

Section 2. Designation of the Zone

That the City, acting under the provisions of Chapter 311, Texas Tax Code, including Section 311.005(a), does hereby designate as a reinvestment zone, and create and designate a reinvestment zone over, the area described in **Exhibit A** and depicted in the map attached hereto as **Exhibit B** to promote the redevelopment of the area. The reinvestment zone shall hereafter be named for identification as Reinvestment Zone Number One, City of Laredo, Texas (the "Zone"). The City Council specifically declares that the Zone is designated pursuant to Section 311.005(a)(1) of the Texas Tax Code.

Section 3. Board of Directors

That there is hereby created a Board of Directors for the Zone, which shall consist of five (5) members. Position One of the Board of Directors shall be reserved for appointment by the District 8 City Council Member of the City, who may appoint himself/herself or another qualified individual; Position Two shall be reserved for appointment by the City Manager of the City, who may appoint himself/herself or another qualified individual; Position Three shall be reserved for the Director of Finance of the City; Position Four shall be reserved for the Director of Planning of the City; Position Five is reserved for nomination by the Mayor, subject to approval by the City Council. The City reserves the right to increase the number of Board members by ordinance consistent with Section 311.009(a) of the Texas Tax Code.

The directors appointed to odd-numbered positions shall be appointed for two year terms, beginning on the effective date of this Ordinance, while the directors appointed to even-numbered positions shall be appointed to a one year term, beginning on the effective date of this Ordinance. All subsequent appointments shall be for two-year terms. The member of the Board of Directors appointed to Position Five is hereby designated to serve as the chair of the Board of Directors for a one-year term beginning on the effective date of this Ordinance. Thereafter the Mayor shall annually nominate and appoint, subject to City Council approval, a member to serve as chair for a term of

one year beginning on the anniversary of the effective date of this Ordinance. The City Council authorizes the Board of Directors to elect from its members a vice-chairman and such other officers as the Board of Directors sees fit.

The Board of Directors shall make recommendations to the City Council concerning the administration of the Zone. The Board of Directors shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the Zone as described in Section 311.011, Texas Tax Code, and shall submit such plans to the City Council for its approval. The City hereby delegates to the Board of Directors all powers necessary to prepare and implement the project plan and reinvestment zone financing plan, subject to approval by the City Council, including the power to employ any consultants or enter into any reimbursement agreements payable solely from the Tax Increment Fund established pursuant to Section 6 of this Ordinance that may be reasonably necessary or convenient to assist the Board of Directors in the preparation of the project plan and reinvestment zone financing plan and in the issuance of tax increment obligations. Notwithstanding the foregoing, the City reserves the right to rescind, alter or amend such delegation of authority to the Board of Directors as it deems necessary or advisable from time to time by giving the Board written notice.

Section 4. Duration of the Zone

That the Zone shall take effect immediately upon passage of this Ordinance, provided however, that the deposit of tax increments into the Tax Increment Fund established pursuant to Section 6 of this Ordinance shall not commence until January 1, 2017, and termination of the operation of the Zone shall occur on December 31, 2046, or at an earlier time designated by subsequent ordinance, or at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full.

Section 5. Tax Increment Base

That the Tax Increment Base of any taxing unit participating in the Zone through property tax increments is the total appraised value of all real property taxable by such taxing unit and located in the Zone as of January 1, 2016, the year in which the Zone was designated a reinvestment zone (the "Tax Increment Base").

Section 6. Tax Increment Fund

That there is hereby created and established a Tax Increment Fund for the Zone which may be divided into subaccounts as authorized by subsequent ordinances. All Tax Increments (as defined by Chapter 311 of the Texas Tax Code) received by the City or Zone plus other revenues identified in the project plan and the reinvestment zone financing plan to be approved by the Zone and the City shall be deposited in the Tax

Increment Fund. The Tax Increment Fund and any subaccount shall be maintained at the depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. All revenues from the sale of any tax increment bonds, notes or other obligations hereafter issued for the benefit of the Zone by the City, if any; revenues from the sale of property acquired as part of the project plan and reinvestment zone financing plan, if any; and other revenues to be used in the Zone shall be deposited into the Tax Increment Fund. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Texas Tax Code, for the Zone, to satisfy the claims of holders of tax increments bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b) of the Texas Tax Code.

Section 7. Severability

If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person to set circumstances, is for any reason held to be unconstitutional, void or invalid, the validity of the remaining provisions of this Ordinance or their application to other persons or set of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or regulations connected herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any portion hereof, and all provisions of this Ordinance are declared severable for that purpose.

Section 8. Open Meetings

It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the Time required by law preceding its meeting, as required by the Open Meetings Law, Texas Government Code, ch. 551, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 9. Notices

The contents of the notice of the public hearing, which hearing was held before the City Council on November 21, 2016, and the publication of said notice, are hereby ratified, and confirmed.

[EXECUTION PAGE FOLLOWS]

PASSED ON FIRST READING this 21st day of November, 2016.

CITY OF LAREDO, TEXAS

Mayor

ATTEST:

City Secretary

City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING this 5th day of December, 2016.

CITY OF LAREDO, TEXAS

Mayor

ATTEST:

City Secretary

City Attorney

Exhibit A

TIRZ No. 1 Boundary

A tract of land **beginning at a point** within the City of Laredo, Webb County, Texas, at the intersection of the north right of way line of Scott Street and the east right of way line of San Dario Avenue;

Thence south along the east right of way line of San Dario Avenue, passing the north right of way line of Hidalgo Street, and continuing south along the southerly projection of the east right of way line of San Dario Avenue to a point at the intersection of the southerly projection of the east right of way line of San Dario Avenue and the south city limit line of the City of Laredo;

Thence westerly along the south city limit line of the City of Laredo, such line also following the meanders of the Rio Grande River, to a point at the intersection of the south city limit line of the City of Laredo and the southerly projection of the east right of way line of Eagle Pass Avenue;

Thence north along the southerly projection of the east right of way line of Eagle Pass Avenue, passing the south right of way line of Ventura Street and continuing north along the east right of way line of Eagle Pass Avenue, passing the north right of way line of Leyendecker Road and continuing north along the northerly projection of the east right of way line of Eagle Pass Avenue to a point at the intersection the northerly projection of the east right of way line of Eagle Pass Avenue and the south right of way line of Washington Street;

Thence west along the south right of way line of Washington Street to a point at the intersection of the south right of way line of Washington Street and the east line of the 202.89311-acre Laredo Community College Campus-Old Fort McIntosh tract identified as Webb County Appraisal District Property Identification Number 167449 and also being identified as Geographic Identification Number 224-00025-010 (the "College Tract");

Thence southeasterly along the east line of said College Tract to a point at the southeast corner of said College Tract;

Thence westerly along the southern line of said College Tract to a point at the southwest corner of said College Tract;

Thence northerly along the west line of said College Tract to a point at the northwest corner of said College Tract;

Thence east along the north line of said College Tract to a point at the northeast corner of said College Tract to a point at the northeast corner of said College Tract;

Thence southeast along the east line of said College Tract to a point at the intersection of the east line of said College Tract and the north right of way line of Washington Street, it being the intention that all land within the outside boundary of said College Tract, including any other land that may be within separate tax account designations owned by Laredo Community College and wholly within the outer boundary of said College Tract, be included in this description;

Thence east along the north right of way line of Washington Street to a point at the intersection of the north right of way line of Washington Street and the northerly projection of the east right of way line of Eagle Pass Avenue;

Thence north along the northerly projection of the east right of way line of Eagle Pass Avenue to a point at the intersection the northerly projection of the east right of way line of Eagle Pass Avenue and the north right of way line of Scott Street;

Thence east along the north right of way line of Scott Street to a point at the intersection of the north right of way line of Scott Street and the and the east right of way line of San Dario Avenue, such point also being the **Point of Beginning**, and containing an area of 652.8 acres, more or less.

Exhibit B

TIRZ No. 1 Map

Final Reading of Ordinances **21.**

City Council-Regular
Meeting Date: 12/05/2016
Initiated By: Horacio De Leon, Assistant City Manager
Staff Source: Horacio De Leon, Assistant City Manager

SUBJECT

2016-O-192 Designating a geographic area within the City of Laredo as Reinvestment Zone Number One, City of Laredo, Texas, for Tax Increment Financing purposes Pursuant to Chapter 311 of the Texas Tax Code; creating a board of directors for such zone; containing findings and provisions related to the foregoing subject; and providing a severability clause.

PREVIOUS COUNCIL ACTION

Introduced to City Council on November 21, 2016 City Council Meeting.

BACKGROUND

The City has prepared a preliminary reinvestment zone financing plan, which provides that certain City of Laredo ad valorem property taxes are to be deposited into the tax increment fund, and that taxes of other taxing units may be utilized in the financing of the proposed zone; and complying with the requirements of Chapter 311, Texas Tax Code, a notice of the November 21, 2016, public hearing on the creation of the proposed zone was published on November 11, 2016, and November 13, 2016, in the Laredo Morning Times, a newspaper of general circulation in the City; and at the public hearing on November 21, 2016, interested persons were allowed to speak for or against the creation of the proposed zone, its boundaries, or the concept of tax increment financing; and owners of property in the proposed zone were given a reasonable opportunity to protest the inclusion of their property in the proposed zone; and evidence was received and presented at the public hearing in favor of the creation of the proposed zone under the provisions of Chapter 311, Texas Tax Code.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

2016-O-192

2017-O-047

AN ORDINANCE EXPANDING THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER ONE, CITY OF LAREDO, TEXAS; AMENDING ORDINANCE 2016-O-192 TO PROVIDE FOR APPOINTMENT OF TWO ADDITIONAL DIRECTORS; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT; AND PROVIDING A SEVERABILITY CLAUSE.

* * * * * * *

WHEREAS, pursuant to Chapter 311 of the Texas Tax Code, the City adopted Ordinance No. 2016-O-192 on December 5, 2016 (the "Creating Ordinance") designating a 652.8 acre geographic area within the City as Reinvestment Zone Number One, City of Laredo (the "Zone") and creating a board of directors (the "Board") for such Zone; and

WHEREAS, the City now desires to expand the Board from five to seven directors,

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

Section 1. Findings.

(a) That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance; and

(b) That it is in the best interest of the Zone to expand the Board from five to seven members.

Section 2. Board of Directors.

That the Creating Ordinance is hereby amended to provide that the Board of Directors for the Zone shall consist of seven (7) members with Position One of the Board of Directors reserved for appointment by the District 8 City Council Member of the City, who may appoint himself/herself or another qualified individual; Position Two shall be reserved for appointment by the City Manager of the City, who may appoint himself/herself or another qualified individual; Position Three shall be reserved for the Director of Finance of the City; Position Four shall be reserved for the Director of Planning of the City; Positions Five, Six, and Seven are reserved for nomination by the Mayor, subject to approval by the City Council.

Section 3. **Creating Ordinance** . That all other provisions of the Creating Ordinance remain in full force and effect.

Section 5. **Severability** If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person to set circumstances, is for any reason held to be unconstitutional, void or invalid, the validity of the remaining provisions of this Ordinance or their application to other persons or set of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or regulations connected herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any portion hereof, and all provisions of this Ordinance are declared severable for that purpose.

Section 6. **Open Meetings** It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the Time required by law preceding its meeting, as required by the Open Meetings Law, Texas Government Code, Ch. 551, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

[EXECUTION PAGE FOLLOWS]

PASSED ON FIRST READING this____day of_____, 2017.

CITY OF LAREDO, TEXAS

Mayor

ATTEST:

City Secretary

City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING this 12th day of May, 2017.

CITY OF LAREDO, TEXAS

Mayor

ATTEST:

City Secretary

City Attorney

Kristina Laurel Hale

CITY OF LAREDO, TEXAS

Final Reading of Ordinances **13.**

City Council-Regular
Meeting Date: 04/17/2017
Initiated By: Horacio De Leon, Assistant City Manager
Staff Source: Horacio De Leon, Assistant City Manager

SUBJECT
2017-O-048 Amending Ordinance No 2016-O-192 to provide for appointment of two additional directors, expanding the Board of Directors of Reinvestment Zone number one, City of Laredo, Texas; Containing findings and provisions related to the foregoing subject; and providing a severability clause.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
N/A

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
N/A

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:
N/A

Attachments

2017-O-048

City of Laredo

City Council

Meeting Date: 10/20/2025 **Final Readings 18.**

SUBJECT

An ordinance authorizing the City Manager to amend the City of Laredo Municipal Housing Fund FY 2025-2026 Annual Budget by increasing revenues and expenditures in the amount of $62,100, establishing the rental rates and tenant policies for the Lafayette Tiny Homes Rental Housing Project located at 3602 Eagle Pass, and amending the Full Time Equivalent (FTE) position listing by adding one (1) Administrative Assistant, grade 205 and one (1) Building Maintenance Mechanic, grade 204. These rental units must serve individuals who are low-income, experiencing homelessness, or at risk of becoming homeless, and must offer affordable rents in accordance with HOME-ARP and HOME program regulations.

VIVA LAREDO PLAN ALIGNMENT

Alignment Rating: Strong

Supporting goal(s)/policy(ies):

Goal 7.8 - Improve access to medical care and housing.

(Viva Laredo Comprehensive Plan, p. 7.27)

“Distribute primary care offices, clinics, and laboratories, amongst the various districts and neighborhoods that make up the city.”

“Collaborate with private, non-profit, and other governmental entities to establish and implement a method for recruiting and retaining medical providers.”

(This goal is broader, but it includes an explicit emphasis on improving equitable access to services, including housing stability as a determinant of health.)

Policy 7.8.3 - Support programs that provide affordable housing options for low-income residents.

(Viva Laredo Comprehensive Plan, p. 7.28)

“Develop, support, and expand programs to increase the availability of affordable housing for low- and moderate-income households.”

Policy 7.8.5 - Address homelessness through supportive housing initiatives.

(Viva Laredo Comprehensive Plan, p. 7.28)

"Collaborate with local organizations to reduce homelessness by increasing access to supportive and transitional housing options."

Summary of alignment:

This ordinance aligns **strongly** with the Viva Laredo Comprehensive Plan because it directly advances the City's stated housing and equity goals. The Lafayette Tiny Homes Rental Housing Project explicitly serves **low-income individuals, those experiencing homelessness, or those at risk of becoming homeless**, which fulfills **Policy 7.8.3** by expanding affordable housing options and **Policy 7.8.5** by providing supportive housing solutions.

Additionally, the establishment of rental rates and tenant policies ensures compliance with federal HOME-ARP affordability requirements, reinforcing the Plan's call for sustainable, long-term housing access for vulnerable populations. The addition of administrative and maintenance staff strengthens the City's capacity to manage municipal housing effectively, aligning with broader themes of equity, public health, and social stability.

This agenda item demonstrates **direct fulfillment** of key goals and policies, making the alignment **Strong**.

PREVIOUS COUNCIL ACTION

On 10/6/2025, City Council introduced a Public Hearing and Introductory Ordinance authorizing the amendment of FY 2025-2026 Laredo Municipal Housing Fund and establishing the rental rates and tenant policies for the Lafayette Tiny Homes Rental Housing Project.

On 08/05/2024, City Council approved the award of construction contract to the lowest bidder Zertuche Construction Texas, LLC, in the amount of $1,467,410.00.

BACKGROUND

The construction of nine (9) tiny homes and one (1) community room was funded by the HOME American Rescue Plan Program (HOME ARP) and the HOME Investment Partnerships Program (HOME) through the U.S. Department of Housing and Urban Development and built on a City owned property. As such, the rental of these units must benefit individuals who are low income, homeless, or at risk of homelessness, and provide affordable rents in compliance with HOME ARP and HOME program rules and regulations.

The proposed initial rent per month is $575 per tiny home. The rent amount for these units include water and electrical services. The rental rates are subject to change, as HOME program rents are set annually by the U.S. Department of Housing and Urban Development.

Based on the great need that exists in the community to provide affordable housing to individuals in the City of Laredo, it is proposed that occupancy of the units be limited to individuals/households with incomes as set annually by HUD.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

For Ordinance to be approved.

Fiscal Impact

Fiscal Year:	2025-2026
Budgeted Y/N?:	No
Source of Funds:	Rental Income
Account #:	555
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Funds to be appropriated as follows:

Line Item Name	Annual Appropriation	Amendment	Amended Budget
Revenues:			
Lafayette Tiny Homes	0	$62,100	$62,100
Expenses:			
Lafayette Tiny Homes	0	$62,100	$62,100

ORDINANCE NO. 2025-O-196

AN ORDINCANCE AUTHORIZING THE CITY MANAGER TO AMEND THE CITY OF LAREDO MUNICIPAL HOUSING FUND FY 2025-2026 ANNUAL BUDGET BY INCREASING REVENUES AND EXPENDITURES IN THE AMOUNT OF $62,100, ESTABLISHING THE RENTAL RATES AND TENANT POLICIES FOR THE LAFAYETTE TINY HOMES RENTAL HOUSING PROJECT LOCATED AT 3602 EAGLE PASS, AND AMENDING THE FULL TIME EQUIVALENT (FTE) POSITION LISTING BY ADDING ONE (1) ADMINISTRATIVE ASSISTANT, GRADE 205 AND ONE (1) BUILDING MAINTENANCE MECHANIC, GRADE 204. THESE RENTAL UNITS MUST SERVE INDIVIDUALS WHO ARE LOW-INCOME, EXPERIENCING HOMELESSNESS, OR AT RISK OF BECOMING HOMELESS, AND MUST OFFER AFFORDABLE RENTS IN ACCORDANCE WITH HOME-ARP AND HOME PROGRAM REGULATIONS.

WHEREAS, the City of Laredo constructed nine (9) tiny homes and a community room located at 3602 Eagle Pass, known as the Lafayette Tiny Home Rental Housing Project, an affordable rental housing project; and

WHEREAS, the rental tiny homes were funded through the U.S. Department of Housing and Urban Development's HOME Investment Partnerships Program; and

WHEREAS, the tiny homes must benefit persons of low-income, experiencing homelessness, or at risk of becoming homeless, and must offer affordable rents in accordance with HOME-ARP and HOME program regulations; and

WHEREAS, there exists a need in the community to provide affordable housing to individuals in the City of Laredo; and

WHEREAS, the initial proposed monthly rental fee will be $575.00 for each unit.

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

Section 1: Amending the City of Laredo Municipal Housing Fund FY 2025-2026 budget by appropriating additional revenues and expenditures in the amount of $62,100 for the operation and maintenance of the Lafayette Tiny Homes Rental Housing Project.

Section 2: Rental rates for each unit will be established at $575 and the deposit will be established at the same rate as the rent.

Section 3: The provisions of this Ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as the covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent that such inconsistence is apparent.

DRAFT

Section 4: If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

Section 5: This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH T. NGUYEN
CITY ATTORNEY

DRAFT

City of Laredo

City Council

Meeting Date: 10/20/2025 **Final Readings 19.**

SUBJECT
An Ordinance of the City of Laredo, authorizing the City Manager to amend the City of Laredo FY2025 General Fund Library Department by appropriating $10,000 in revenues and expenses for the Texas State Library and Archives Commission (TSLAC) Texas Reads Grant for an eight-week Toy Photography Workshop for youth during the 2026 Summer Reading Program. Grant will be allocated in the General Fund.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):
Goal 10.1 - "Support the improvement of the education system of Laredo through coordination of efforts across all agencies."
Goal 10.2 - "Recognize local and regional arts and culture as the foremost indicator of the community's unique identity and support its development to cultivate civic pride and identity and as an essential component to economic development and for attracting and retaining talent."
Policy 10.2.8 - "Make Arts and Culture the cornerstone of Laredo's identity by encouraging and growing our cultural arts base, film and art festivals, theater, and other artistic projects."
Policy 10.2.9 - "Promote Children's Art Programs."

Summary of alignment:
This ordinance demonstrates **strong alignment** with multiple goals and policies in the Viva Laredo Comprehensive Plan. It directly supports the development of **educational artistic and cultural programs**-a priority per **Goal 10.1 and Goal 10.2** and **Policy 10.2.8 and 10.2.9.** Programs such as these empower youth to explore learning literary concepts and photography techniques in an educational and artistic manner. Concepts such as plot and scene and composition and lighting will be taught during this eight-week toy photography workshop.

PREVIOUS COUNCIL ACTION
A motion for a Public Hearing and Introductory Ordinance was passed on September 15, 2025.

BACKGROUND
The Texas State Library and Archives Commission's (TSLAC) Texas Reads Grant funds public library programs that promote reading and literacy within local communities.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Staff recommends the appropriation and acceptance of funds.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	N
Source of Funds:	Texas State Library and Archives Commission
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Revenues
Operating Grant/Texas State Library $10,000

Expenses
Library Supplies $10,000

City of Laredo

City Council

Meeting Date: 10/20/2025 **Resolution 20.**

RESOLUTION NO. 2025-R-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, ESTABLISHING A STANDARDIZED CONFIRMATION AND RATIFICATION PROCESS FOR ALL POSITIONS REQUIRING CITY COUNCIL APPROVAL PURSUANT TO THE CITY CHARTER OR STATE LAW.

WHEREAS, the City Charter of the City of Laredo, as amended in 2024, provides that certain officers and employees shall be recommended by the City Manager or Municipal Court Judges, subject to confirmation by the City Council, including the City Secretary, City Attorney, Internal Auditor, Planning & Zoning Director, Clerk of the Municipal Court, and Associate Municipal Court Judges; and

WHEREAS, the Texas Local Government Code further requires that the governing body of the municipality ratify the appointment of the Police Chief and Fire Chief; and

WHEREAS, the City Council of the City of Laredo has, on occasion, conducted question-and-answer sessions with nominees during confirmation or ratification proceedings, but has not adopted a uniform process applicable to all such positions; and

WHEREAS, the City Council desires to ensure a fair, consistent, and transparent process for all confirmations and ratifications, which will give both Council Members and the public confidence in the qualifications and readiness of nominees for key leadership positions.

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

Section 1. Scope of Application.

This resolution applies to all positions requiring City Council confirmation or ratification under the City Charter or State Law, including but not limited to:

- City Secretary
- City Attorney
- Internal Auditor
- Planning & Zoning Director
- Clerk of the Municipal Court
- Associate Municipal Court Judges
- Police Chief (Texas Local Government Code §143.013)
- Fire Chief (Texas Local Government Code §143.013)

DRAFT

Section 2. Confirmation and Ratification Procedure.

For all positions covered by this resolution:

1. The nominee shall appear before the City Council at the posted meeting.

2. The nominee may briefly explain their qualifications and service readiness.

3. Council Members shall be able to pose questions to the nominee, limited to qualifications, professional experience, ethical standards, and readiness to perform office duties.

4. Following the remarks and questions, the City Council shall proceed to vote on confirmation or ratification in accordance with Charter or statutory requirements.

Section 3. Uniform Standard.

This procedure shall be applied uniformly and consistently to all positions subject to confirmation or ratification by the City Council.

Section 4. Effective Date.

This resolution shall take effect immediately upon passage.

DRAFT

City of Laredo

City Council

Meeting Date: 10/20/2025 **Resolution 21.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas, approving the Bylaws of the Board of Directors for the Reinvestment Zone No. 1 (A Tax Increment Reinvestment Zone)

VIVA LAREDO PLAN ALIGNMENT

Alignment Rating: Strong - Directly supports or fulfills a clearly stated and verbatim goal or policy from the *Viva Laredo Comprehensive Plan*.

Supporting goal(s)/policy(ies):

Policy 4.1.3 - “Create Tax Increment Reinvestment Zones (TIRZs) in targeted areas to attract private investment.”

Page 4.5

Source: *Viva Laredo Comprehensive Plan*

Relevance: The resolution reaffirms and formalizes the governance structure of an existing TIRZ. This is a direct implementation of Policy 4.1.3, which advocates for the use of TIRZs as a financial tool to stimulate development in strategically selected areas.

Policy 4.1.1 - “Adopt proactive economic development tools and incentives to support private investment.”

Page 4.5

Source: *Viva Laredo Comprehensive Plan*

Relevance: By approving bylaws for the TIRZ board, the City is reinforcing a key economic development tool designed to leverage public and private capital.

Goal 4.1 - “Increase economic development opportunities.”

Page 4.4

Source: *Viva Laredo Comprehensive Plan*

Relevance: This resolution supports the broader objective of creating mechanisms that enable economic growth, job creation, and infrastructure investment in underserved or underutilized areas.

Summary of alignment:

This resolution demonstrates **strong alignment** with the *Viva Laredo Comprehensive Plan*'s economic development goals. By approving the bylaws of the Board of Directors for Reinvestment Zone No. 1, the City is taking formal steps to activate and govern a TIRZ-a critical strategy explicitly endorsed in **Policy 4.1.3** for attracting private investment to targeted areas. This action also supports **Policy 4.1.1**, which calls for the adoption of financial mechanisms to encourage economic activity. Additionally, it contributes directly to **Goal 4.1**, which aims to expand local economic development opportunities.

The alignment also intersects with broader themes of **sustainable growth**, **fiscal innovation**, and **strategic planning**, reinforcing the City's commitment to structured development that supports long-term prosperity.

PREVIOUS COUNCIL ACTION
Click or tap here to enter text.

BACKGROUND
On December 5th, 2016, the City Council of the City of Laredo, Texas adopted Ordinance No. 2016-O-192, which created Reinvestment Zone No. 1, and established a Board of Directors for the Zone (the "Board") as authorized in accordance with the Tax Increment Financing Act , Chapter 311 of the Texas Tax Code Ann. The Board will meet on October 3rd to review and approve the bylaws applicable to the Board to assist the Board in efficiently and effectively carrying out the duties and responsibilities of the Board as outlined in the Ordinance; and

COMMITTEE RECOMMENDATION

STAFF RECOMMENDATION
Staff recommends the approval of this resolution.

Fiscal Impact

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

FINANCIAL IMPACT:
No Financial Impact

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, APPROVING THE BYLAWS OF THE BOARD OF DIRECTORS FOR THE REINVESTMENT ZONE NO. 1 (A TAX INCREMENT REINVESTMENT ZONE)

WHEREAS, on December 5th, 2016, the City Council of the City of Laredo, Texas adopted Ordinance No. 2016-O-192 (the "Ordinance"), which created Reinvestment Zone No. 1, (the "Zone") and established a Board of Directors for the Zone (the "Board") as authorized in accordance with the Tax Increment Financing Act (the "Act"), Chapter 311 of the Texas Tax Code Ann.; and

WHEREAS, on _____, the Board met and approved bylaws applicable to the Board (the "Bylaws") to assist the Board in efficiently and effectively carrying out the duties and responsibilities of the Board as outlined in the Ordinance; and

WHEREAS, the Board believes it is in the best interest of the City of Laredo for the City Council of the City of Laredo to approve the attached Bylaws, which are incorporated herein as though fully set forth, and recommends their passage.

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

Section 1: The recitals above are incorporated into this Resolution.

Section 2: The City Council hereby approves and adopts the attached Bylaws, as recommended by the Board.

Section 3: In the event it is determined that the Bylaws should be amended, any amendment must first be approved by the City Council of the City of Laredo before such amendment becomes effective.

DULY PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____

DR. VICTOR D. TREVIÑO

MAYOR

RESOLTUION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, APPROVING THE BYLAWS OF THE BOARD OF DIRECTORS FOR THE REINVESTMENT ZONE NO. 1 (A TAX INCREMENT REINVESTMENT ZONE)

WHEREAS, on December 5th, 2016, the City Council of the City of Laredo, Texas adopted Ordinance No. 2016-O-192 (the "Ordinance"), which created Reinvestment Zone No. 1, (the "Zone") and established a Board of Directors for the Zone (the "Board") as authorized in accordance with the Tax Increment Financing Act (the "Act"), Chapter 311 of the Texas Tax Code Ann.; and

WHEREAS, on _____, the Board met and approved bylaws applicable to the Board (the "Bylaws") to assist the Board in efficiently and effectively carrying out the duties and responsibilities of the Board as outlined in the Ordinance; and

WHEREAS, the Board believes it to be in the best interest of the City of Laredo for the City Council of the City of Laredo to approve such Bylaws which are attached hereto and incorporated herein as though set forth fully herein, and recommends their passage.

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

Section 1: The recitals above are incorporated into this Resolution.

Section 2: The City Council hereby approves and adopts the Bylaws as attached hereto and as recommended by the Board.

Section 3: In the event it is determined that the Bylaws should be amended, any amendment must first be approved by the City Council of the City of Laredo before such amendment becomes effective.

DULY PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVIÑO
MAYOR

DRAFT

Reinvestment Zone No. 1
Laredo, TX
(A Tax Increment Reinvestment Zone)

BYLAWS

The Reinvestment Zone No. 1, City of Laredo, TX, Board of Directors (hereinafter referred to as "TIRZ Board" or "Board") hereby adopts these Bylaws to govern their proceedings and carry out the purpose for which the TIRZ was created, not inconsistent with the Charter and Ordinances of the City. These Bylaws shall serve a function supplementary to the regulations governing the TIRZ Board within the City's Code of Ordinances, as may be amended by City Council, and any current or future City of Laredo Ordinances relating to the creation, regulation, and administration of the TIRZ.

ARTICLE I
POWERS AND PURPOSE

Section 1.1. Financing Development in the Zone.

In order to implement the purposes for which Reinvestment Zone No. 1, Laredo, TX (the "Zone") was created, as set forth in Ordinance No. 2016-O-192, dated December 5, , 2016 (the "2016 Ordinance"), creating the Zone, the City of Laredo, Texas (the "City") may issue obligations to finance all or part of the cost of implementing the Project and Financing Plan for the Zone as defined in the Tax Increment Financing Act of Chapter 311 of the Texas Tax Code (the "Act").

Section 1.2. Books and Records: Approval of Programs and Financial Statements.

The TIRZ Board shall keep correct and complete books and records of account and shall also keep minutes of its proceedings and the proceedings of committees having any of the authority of the Board. All books and records of the Zone may be inspected at any time, and at all times, by members of the Board, the City Council, the City Manager or his/her designee, as well as any member of the governing body of each participating taxing entity.

ARTICLE II
BOARD OF DIRECTORS

Section 2.1. Powers, Number and Term of Office.

As provided in Ordinance No. 2017-O-047, dated May 12, 2017, the Board shall consist of seven (7) members with Position One of the Board reserved for appointment by the District 8 City Council Member of the City, who may appoint himself/herself or another qualified individual; Position Two shall be reserved for appointment by the City Manager of the City, who may appoint himself/herself or another qualified individual; Position Three shall be reserved for the Director of Finance of the City; Position Four shall be reserved for the Director of Planning of the City; Positions Five, Six, and Seven are reserved for nomination by the Mayor, subject to approval by the City Council.

The directors appointed to odd-numbered positions shall be appointed for two-year terms, beginning on the December 5th, 2016, the effective date of the 2016 Ordinance. The directors appointed to even-numbered positions shall be appointed to a one-year term, beginning on December 5th, 2016, the effective date of the 2016 Ordinance. All subsequent appointments shall be for two-year terms. The member of the Board appointed to Position Five is hereby designated to serve as the chair of the Board for a one-year term beginning on January 1, 2017. Thereafter the Mayor shall annually nominate and appoint, subject to City Council approval, a member to serve as chair for a term of one year beginning on January 1 of the following year .

Any director may be removed from the office by the governing body of the taxing entity which appointed the director and may be removed notwithstanding any time remaining on such director's term of office.

In the event of a vacancy caused by the resignation, death, or removal for any reason of the director, the governing body of the respective taxing unit which made such Board appointment shall be responsible for filling the vacancy.

The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare and adopt a project plan and a reinvestment zone financing plan for the Zone and submit such plans, including any amendments thereto, to the City Council for its approval.

The Board shall perform all duties imposed upon it by the Ordinance, Chapter 311 of the Texas Tax Code and all other applicable laws. The Board shall not be authorized, under any circumstance, to unilaterally issue bonds, impose taxes or fees, exercise the power of eminent domain, or give final approval to project plans.

Section 2.2. Meetings of Directors.

The TIRZ Board shall hold their meetings within a public building in the City as needed, with said meetings abiding by Chapter 551, Texas Government Code (the "Texas Open Meetings Act").

Section 2.3 Regular and Special Meetings.

DRAFT

Regular and Special Meetings of the TIRZ Board shall be held at such times and places as shall be designated, from time to time, by the Board. Notice of all regular and special meetings of the Board and any committees thereof shall be posted in accordance with the provisions of the Texas Open Meetings Act. There shall be at least one (1) Regular Meeting held each year.

Section 2.4. Emergency Meetings.

Emergency meetings of the Board shall be held whenever called by the chair, by the secretary, by four (4) directors then in office, or upon advice of or request by City Council. The secretary shall give notice to each director of each emergency meeting. Notice of all emergency meeting agendas shall state the purpose, which shall be the only business conducted and shall be subject to the requirements of the Texas Open Meetings Act.

Section 2.5. Quorum.

A majority of the total number of directors of the Board shall constitute a quorum for the consideration of matters pertaining to the purposes of the Zone. The act of a majority of the members present at the meeting at which a quorum is in attendance shall constitute the act of the Board, unless the act of greater number is required by law.

Section 2.6. Conduct of Business.

At the meetings of the TIRZ Board, matters pertaining to the purposes of the Zone shall be considered in such order as from time to time the Board may determine.

At all meetings of the Board, the chair shall preside and in the absence of the chair, the vice chair shall exercise the power of the chair.

The secretary of the TIRZ Board shall act as secretary of all meetings of the Board, but in the absence of the secretary, the presiding officer may appoint any person to act as the secretary of the meeting. City staff shall provide notice of meetings and prepare meeting agendas.

Following each Regular, Special, and Emergency meeting, a copy of the minutes of the meeting shall be submitted to the City Secretary of the City within a reasonable time after approval.

Section 2.7. Attendance.

It is expected that all Board members shall make every effort to attend all Regular, Special and Emergency meetings of the Board. If a Board member is unable to attend a regularly scheduled Board meeting, the member shall notify the City staff liaison prior to the time such meeting is held. Annually, the Board will provide each taxing unit responsible for appointing Board members with a report that includes the attendance record of the Board members.

ARTICLE III
OFFICERS

Section 3.1. Titles and Term of Office.

The Mayor shall annually nominate and appoint, subject to City Council approval, a member to serve as chair. As provided in Section 311.009(f) of the Act, the Board may elect from its members a vice-chairman and such other officers as the Board sees fit. One person may hold more than one office, except that the chair shall not hold the officer of secretary. Terms of office for officers shall not exceed two (2) years; provided, however, that officers may be reappointed or reelected to successive terms as officers.

Section 3.2. Powers and Duties of the Chair.

The chair shall be the chief executive officer of the TIRZ Board and shall be in general charge of the properties and affairs of the Zone and shall preside at all meetings of the Board.

Section 3.3. Vice Chair.

The vice chair shall be a member of the TIRZ Board and shall have such powers and duties as may be assigned by the Board. The vice chair shall exercise the powers of the chair during that officer's absence or inability to act. Any action taken by the vice chair in the performance of the duties of the chair shall be conclusive evidence of the chair's absence or inability to act at the time such action was taken.

Section 3.4. Secretary.

The secretary shall keep the minutes of all meetings of the Board in the books provided for the purpose and shall have charge of such books, records, documents, and instruments as the Board may direct, all of which shall at all reasonable times be open to inspection. The secretary shall generally perform all duties incident to the office of secretary subject to the control of the City Council and the Board. The function of secretary may be performed by City staff.

Section 3.5. Administrative Staff.

Staff functions for the Board may be performed by the City Manager and/or designee.

ARTICLE IV
PROVISIONS REGARDING BYLAWS

Section 4.1. Effective Date.

These Bylaws shall become effective upon the adoption of these Bylaws by the Board. The adoption of these Bylaws must be approved by the City Council, which approval shall, unless specified otherwise, affirm such effective date.

Section 4.2. Amendment to Bylaws.

These Bylaws may be amended by majority vote of the TIRZ Board, provided that the Board files with the City Council a written application requesting that the City Council approve such amendment to the Bylaws, specifying in such application, the amendment or amendments proposed to be made. If the City Council by appropriate ordinance or resolutions finds and determines it is advisable that the proposed amendment be made, authorizes the same to be made and approves the form of the proposed amendment, the Board shall proceed to amend the Bylaws.

After consultation with the Board, the Bylaws may also be amended at any time by the City Council by adopting an amendment to the Bylaws by appropriate ordinance or resolution of the City Council and delivering the amended Bylaws to the secretary of the Board.

Section 4.3. Interpretation of Bylaws.

These Bylaws and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section of other part of these Bylaws to any other person or circumstance shall not be affected thereby.

ARTICLE V
PROVISIONS REGARDING BYLAWS

Section 5.1. Notice and Waiver of Notice.

Unless otherwise required by State law, whenever any notice whatsoever is required to be given under the provision of these Bylaws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his post office address, as it appears on the books of the Zone, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purposes of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. A waiver of notice in writing signed by the

person or person entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 5.2. Resignations.

Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no date is explicitly state, resignation is effective at the time of its receipt by City Council. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 5.3. Approval.

To the extent that these Bylaws refer to any approval by the City, such approval of delegation shall be evidenced by a certified copy of an ordinance or resolution, duly adopted by the City Council.

Section 5.4. Official Office and Records Repository.

Laredo City Hall shall be the official office for the Zone and all records of the Zone shall be maintained by City Staff in said City Hall.

The undersigned, being the duly elected and qualified Secretary of the TIRZ Board for the Zone, hereby certifies that the foregoing initial Bylaws of the Zone were duly adopted by the Board of the Zone effective _____ day of _____, 2024.

_____

, Secretary

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City of Laredo

City Council

Meeting Date: 10/20/2025 **Consent Agenda 22.**

SUBJECT
Authorizing the City Manager to execute a Participation Agreement with Webb County for participation in Tax Increment Reinvestment Zone (TIRZ) No. 1, pursuant to Chapter 311 of the Texas Tax Code.

PREVIOUS COUNCIL ACTION
On April 22, 2025, the City Council, in Executive Session, deliberated pursuant to Texas Government Code Section 551.087 (Economic Development Negotiations) with Webb County regarding the composition of the Board of Directors for Tax Increment Reinvestment Zone Number One, including possible amendments to Ordinance No. 2016-O-192 and any subsequent related amendments, and matters incident thereto

BACKGROUND
On September 8, 2025, the Webb County Commissioners Court approved participation in the City of Laredo Tax Increment Reinvestment Zone (TIRZ) No. 1 pursuant to Chapter 311 of the Texas Tax Code. The City of Laredo seeks to formalize this partnership through a Participation Agreement that will outline the County's contribution and involvement in redevelopment and revitalization efforts within the Zone.

On October 3, 2025, the TIRZ No.1 Board approved the participation and agreement as presented.

COMMITTEE RECOMMENDATION
Committee recommends the approval of this motion

STAFF RECOMMENDATION
Staff recommends the approval of this motion.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	N
Source of Funds:	N/A
Account #:	
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
No financial impact at the moment.

THE STATE OF TEXAS §
§
COUNTY OF WEBB §

PARTICIPATION AGREEMENT
TAX IINCREMENT REINVESTMENT ZONE NUMBER ONE
CITY OF LAREDO, TEXAS

THIS AGREEMENT ("Agreement") is made by and between the City of Laredo, Texas ("City"), acting by and through its City Manager or his designee, and Webb County, Texas ("County") acting by and through its duly authorized officials.

WITNESSETH:

WHEREAS, in accordance with the Tax Increment Financing Act, Chapter 311, Texas Tax Code (the "Act") on November 21, 2016 the City of Laredo adopted Ordinance No. 2016-0-192, as amended (the "Ordinance") creating Tax Increment Reinvestment Zone Number One, City of Laredo, Texas (the "Zone") for the development and revitalization of downtown Laredo; and

WHEREAS, on September 23, 2024 the County expressed its support for the Zone and voted unanimously to contribute tax increment to the tax increment fund at a percentage matching the percentage of tax increment contributed by the City; and

WHEREAS, City and County agree that the Board composition shall include 2 representatives designated by County.

WHEREAS, City and County now desire to enter into this Agreement under the Act for the contributions of their respective tax increments to the tax increment fund of the Zone;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the City and the County do agree as follows.

AGREEMENT

1. Parts Incorporated.

The following documents are hereby incorporated into this Agreement for all purposes by this reference:

A. The Ordinance (as may be amended from time to time);
B. The Project Plan (as may be amended from time to time); and
C. The Finance Plan (as may be amended from timeto time).

2. Tax Increment Contributions.

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A. Contributions. Beginning with tax increment for tax year 2025, and continuing until the termination of the Zone on December 31, 2046, the County agrees that it shall annually contribute to the tax increment fund of the Zone:

(i) one hundred percent (100%) of any County tax increment resulting from rollback taxes; and

(ii) one hundred percent (100%) of County tax increment attributable to the portion of their respective tax rates attributable to maintenance and operation.

Notwithstanding the foregoing, County may suspend payments to the tax increment fund held by the City if the City terminates its participation in the Zone.

B. Tax Increment Base. As used herein, "tax increment" have the meaning set forth in Chapter 311 of the Tax Code. Notwithstanding the provisions of Section 311.012, Texas Tax Code, the Parties agree that, for purposes of this Agreement, increment shall be calculated with $_____ as the tax increment base (the "Tax Increment Base").

C. County Increment. The County's obligation to contribute its tax increment payment to the tax increment fund shall accrue as the County collects its tax increment. The parties hereto agree that all real property taxes collected each year by the County that are attributable to real property in the Zone, shall first constitute taxes on the Tax Increment Base and after the total amount of taxes on the Tax Increment Base have been collected, shall then, except as may be excepted herein, constitute the tax increment. The County agrees to make its annual payments to the City for deposit into the tax increment fund of the Zone on or before ninety (90) days after the tax delinquency date as provided by Tax Code Section 311.013(e). Under no circumstances shall the County be required to participate in the Zone after May 30, 2047.

D. Public Improvements. County's contribution to the tax increment fund shall be used to fund public improvements to support the development and revitalization efforts in the Zone.

E. Conflict. Pursuant to the Act, in the event there is a conflict between the parties in regard to the amount of the tax increment owed by the County, the parties agree that the County will make a reasonable determination as to the amount of any Tax Increment owed by the County under this Agreement and present the same to the City. If the City does not accept the County's determination after a thirty (30) day review period, the parties agree to allow a third-party accounting firm, mutually selected by and equally funded by the parties, to make the final determination based on the terms of this Agreement and the Act.

F. No Penalty or Interest. Any delinquent deposit of a tax increment payment under this Agreement by the County shall be administered as provided in Section 311.013(c) of the Act (or its successor provision). The parties expressly agree that the County shall not owe any penalty or interest on tax increments that have been levied, but not received by the County. In addition, the County shall not be obligated to contribute its tax increment payments from any non-tax increment revenue sources. Furthermore, the County shall not be obligated to contribute its tax increment payment to the tax increment fund in the event any participating taxing entity in the Zone, other than the County, discontinues its required contribution under the Finance Plan or fails to fully

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contribute its entire contribution to the tax increment fund during the term of this Agreement, unless such discontinuance is in compliance with and authorized by a written amendment to this Agreement.

3. Additional Agreements.

A. Annual Report. *Project and Finance Plans.* City shall provide County with the Zone's annual report contemporaneously with submitting the annual report to the Texas Comptroller of Public Accounts. The County shall receive the final project plan and finance plan for the Zone in advance of City's approval and shall receive notice of any proposed amendments to such plans.

B. Financial Obligation. Except for making its annual payments to the City for deposit in the tax increment fund as set out in this Agreement, County shall not have any obligation or responsibility for any costs or expenses associated with the Zone or the Project other than the County Public Work.

C. Term. This Agreement shall become effective as of the date of execution, and shall remain in effect until the later of (i) May 30, 2047.

D. Non-Qualification. The parties agree that should the Texas Attorney General or a Texas District Court opine or find that (i) the basis for creating the Zone or the County's participation in the Zone is unlawful or unconstitutional or (ii) the property designated as the Zone does not qualify under the Act, this Agreement shall be terminated and any money remaining in the tax increment fund shall be paid to each taxing entity that contributed funds to the tax increment fund in proportion to the contributions of each; and, the County shall have no further liability with regard to the Zone or this Agreement.

E. Termination. Upon the termination of the Zone, and after satisfaction of all obligations, payment of any unreimbursed service costs, and allocation of costs to infrastructure maintenance, any money remaining in the tax increment fund shall be paid to each of taxing entity that contributed funds to the tax increment fund in proportion to the contributions of each in accordance with Section 311.014(d) of the Texas Tax Code.

F. Limited Obligation. The County's obligations shall be limited to imposing and collecting taxes on properties in the Zone and depositing the agreed portion of the tax receipts in the tax increment fund during the term of the Zone.

G. Expansion of the Zone. The obligation of the County to participate in the Zone is limited to the description of the Zone contained in the Project Plan and Finance Plan. The County's participation shall not extend to the tax increment on any additional property added to the Zone by the City unless the County approves in writing such participation.

4. Miscellaneous.

A. Severability. In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term,

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covenant or condition herein contained.

B. Entire Agreement. This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties. There are no other agreements, assurances, conditions, covenants (express or implied), or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

C. Written Amendment. This Agreement may be changed or amended only by a written instrument duly executed on behalf of the City and the County.

D. Default. If a party is in breach of any of the terms and conditions of this Agreement, the aggrieved party shall give written notice thereof, including a reasonably detailed statement of the nature of such breach, to the breaching party. The breaching party will have thirty (30) days after notice is given to cure such breach. If the breaching party fails to cure in timely manner, the aggrieved party, at its option, shall be entitled to suspend its performance under the Agreement for as long as the breach remains uncorrected, and avail itself of any and all remedies available under this Agreement, at law or in equity.

E. Notices. All notices required or permitted hereunder shall be in writing and delivered by personal delivery, facsimile or United States Postal Service (certified mail, return receipt requested) and addressed to the other party at the address prescribed below, or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

If to the City, to:

CITY OF LAREDO
Attn: City Manager
1110 Houston St.
Laredo, Texas 78040
Re: TIRZ No. 1
Phone: (956) 791-7304

If to the County, to:

WEBB COUNTY
Attn: County Judge
1000 Houston St., 3rd Floor
Laredo, Texas 78040
Re: TIRZ No. 1
Phone: (956) 523-4600

F. Non-Waiver. Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, or to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

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G. Venue. Venue for any legal action concerning this Agreement will lie in Webb County, Texas.

[SIGNATURES ON FOLLOWING PAGE]

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THIS AGREEMENT IS EXECUTED by the City and the County on this _____ day of _____, 2025.

CITY OF LAREDO

_____
Joseph W. Neeb
City Manager

ATTEST:

_____
Mario Maldonado
City Secretary

_____
Nguyen, Doanh T. “Zone”
City Attorney

WEBB COUNTY

_____
Tano E. Tijerina
County Judge

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City of Laredo

City Council

Meeting Date: 10/20/2025 **Resolution 23.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas, authorizing and approving a fee waiver and a tax abatement agreement between the City of Laredo and Gonzalo Prida Medellin for a proposed project located at 520 Lincoln, LOT 1 BLK 90 WD that consists of Rehabilitation, in accordance with authorized guidelines and criteria established for the neighborhood empowerment zone (NEZ) 8. This agreement will be for a Ten (10) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of $674,000, estimated annual tax abatement total of $3,406 and estimated total fee waivers of $3,704. Guidelines and criteria for the agreement are set forth in the attached agreement and information. This project is located within City Council district 8.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

PREVIOUS COUNCIL ACTION
The City of Laredo created a Neighborhood Empowerment Zone One, Zone Two, Zone Three, and Zone Four, within the City of Laredo, and making the necessary findings of public benefit and public purpose to support the creation of the zone in districts I, II, III, IV and VIII in the City of Laredo for the purpose of development.

BACKGROUND
The City of Laredo created the NEZ Program to improve City Council Districts I, II, III, IV and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area.

The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, and Sprinkler System Fees.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Click or tap here to enter text.

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
The project has an estimated capital investment total of $674,000, estimated annual tax abatement total of $3,406 and estimated total fee waivers of $3,704.

RESOLUTION NO. 2025-R-276

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING AND APPROVING A FEE WAIVER AND A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF LAREDO AND GONZALO PRIDA MEDELLIN FOR A PROPOSED PROJECT LOCATED AT 520 LINCOLN, LOT 1 BLK 90 WD THAT CONSISTS OF REHABILITATION MULTI-FAMILY, IN ACCORDANCE WITH AUTHORIZED GUIDELINES AND CRITERIA ESTABLISHED FOR THE NEIGHBORHOOD EMPOWERMENT ZONE (NEZ) 8 THIS AGREEMENT WILL BE FOR A TEN (10) YEAR PERIOD AND WILL ABATE TAXES ON NEW IMPROVEMENTS FOR THE PURPOSE OF ECONOMIC DEVELOPMENT. THE PROJECT HAS AN ESTIMATED CAPITAL INVESTMENT TOTAL OF $674,000, ESTIMATED ANNUAL TAX ABATEMENT TOTAL OF $3,406 AND ESTIMATED TOTAL FEE WAIVERS OF $3,704. GUIDELINES AND CRITERIA FOR THE AGREEMENT ARE SET FORTH IN THE ATTACHED AGREEMENT AND INFORMATION.

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

WHEREAS, Applicant is proposing a NEZ project located within the NEZ boundary, that meets the required criteria;

WHEREAS, the project is eligible for fee waivers and tax abatement;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laredo that:

The project referenced herein is hereby approved for a NEZ Certification and in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this ____ day of _____, 20_____.

BY: _____

DR. VICTOR A. TREVIÑO
MAYOR

ATTEST:

_____

MARIO I. MALDONADO, JR.

CITY SECRETARY

APPROVED AS TO FORM:

_____

DOANH "ZONE" T. NGUYEN

CITY ATTORNEY

NEZ INFORMATION

1. Application #: ED-2025-003
2. Address: 520 Lincoln St.
3. Owner: Gonzalo Prida Medellin
4. Email: gonzalo@prida.com.mx
5. Phone Number: 956-242-8180
6. Application Submittal Date: July 30, 2025
7. Legal Description: LOT 1 BLK 90 WD
8. Geo-ID: 102-00090-010
9. Property ID: 160306
10. Zoning: B-3
11. City Council District: 8
12. NEZ District: 8
13. NEZ Type: Rehabilitation
14. NEZ Project: Multi-Family
15. Property Use: Apartments – 5 Units
16. Square Footage: 3872
17. Number of years abated: 10
18. Current Property value: $327,254
19. Email Sent to Tax Department: September 18, 2025
20. Property Liens: None
21. Capital Investment: $674,000
22. Estimated Total Permits Fees: $3,704
23. Estimated Annual Tax Abatement: $3,406
24. Estimated Total Tax Abatement: $34,060
25. Resolution Number: 2025-R-276
26. City Council Meeting Date: November 3, 2025

CITY OF LAREDO
NEIGHBORHOOD EMPOWERMENT ZONE (NEZ) PROGRAM

PROJECT CERTIFICATION APPLICATION

I. Application Checklist – please submit the following documentation

- ✔ A completed application form
- ✔ **Non Refundable Application fee** – For basic incentives application **excluding** Tax Abatement, the application fee is $100.00. For multi-family, commercial, industrial, commercial facilities, and mixed-use tax abatement application; 0.5% of the total Capital Investment of the project, with a $150.00 minimum and not to exceed $1,000.00; for residential **tax abatement** applications: $100.00 per house.
- ✔ Proof of ownership, such as a warranty deed, affidavit of heirship, or a probated will **OR** evidence of site control, such as option to buy (**A registered warranty deed is required for a tax abatement application)**
- ✔ A reduced 11 x 17 floor plan, site plan, and site elevation with a written detailed project description that includes a baseline performance standard and a construction time
- ✔ A detailed line item budget showing the cost breakdown for the project
- ✔ Appraisal Card from Webb County Appraisal District

The City Ethics Code prohibits certain city officials and employees, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from having a financial interest in a contract, purchase or sale with the City. Please refer to Section 2.09 of the City Ethics Code (Prohibited Interest in Contracts) for complete information. If you have any questions, please contact the City Attorney's Office to request to speak with the Ethics Compliance Officer at (956) 791-7319.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the third degree of consanguinity or second degree of affinity served as a City of Laredo official or employee? If so, please provide the name of the official or employee, dates of service, and relationship to the official or employee.

None

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stocks or shares, or 10% or more of the fair market value served as a city official or employee? If so, please provide the name of the official or employee, dates of service, and relationship to the official or employee.

None

☐ Are you aware of any fact(s) with regard to this application that would raise a "conflict of interest" issue under Section 2.01 of the City Ethics Code for any city official or employee. If so, please explain.

None

Answering in the affirmative to any of the questions above will require this application be referred to the City Attorney's Office for review and determination on whether your project would violate any of the applicable provisions of the City of Laredo Code of Ethics.

Applicant's Signature: _____ Date: 07/30/25

WARNING: THIS IS A GOVERNMENT DOCUMENT TEXAS PENAL CODE, SECTION 37.10 SPECIFIES PENALTIES FOR MAKING FALSE ENTRIES OR PROVIDING FALSE INFORMATION IN THIS DOCUMENT

Incomplete applications will not be processed for certification until all required documents shown in the above checklist are submitted within 30 days after the application is received.

You must apply for tax abatement before any building permits are issued for your property and before any improvements are made to your property. It takes 30-60 business days to complete the Tax Abatement Agreement approval process after the issuance of the NEZ Certification depending on the complexity of your project. All building permits must be pulled within the 12 month period that certification was approved, or within 12 month period that the tax abatement was approved or you will be required to re-apply for NEZ incentives.

II. Applicant/Agent Information

1. **Applicant:** Gonzalo Prida Medellin
2. **Contact Person:** Gonzalo Prida Medellin
3. **Address:** 106 Sorella (Street) Laredo (City) Texas (State) 78045 (Zip)
4. **Phone Number:** +1 956 242-8180
5. **Fax No.:** _____
6. **E-Mail:** gonzalo@prida.com.mx
7. **Agent (if any):** _____

8. **Project Address:** 520 Lincoln st. | Laredo | Texas | 78040
Street | **City** | **State** | **Zip**

9. **Phone No.:** +1 956 242-8180

10. **E-Mail:** gonzalo@prida.com.mx

PROJECT ELIGIBILITY

1. **Please list down the addresses and legal descriptions of the project. Attach metes and bounds description if no address or legal description is available. Attach a map showing the location of the project.**

Table 1 Property Ownership

Address (Project Location)	Zip Code	Subdivision Name	Lot No.	Block No.	Base Year Valuation	Tax Year
520 Lincoln st.	78040	Downtown	10	90	$85,000.00	2024

2. **For each property listed in Table 1, please check the boxes below to indicate if:**

There are taxes past due ☐ **Yes** ☑ **No**
There are City liens ☐ **Yes** ☑ **No**
You (meaning the applicant, developer, associates, agents, principals) have been subject to an Order of Demolition where the property was demolished within the last 5 years. ☐ **Yes** ☑ **No**

Table 2 Property Taxes and Liens

Address	Property Taxes Due	Weed Liens	Board-up/Open Structure Liens	Demolition Liens	Paving Liens	Order of Demolition
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐

(Please see attached sheets of paper as needed.)

If there are taxes due or liens against any property in the City of Laredo you may not be eligible for NEZ incentives.

3. **Does the proposed project conform to the City of Laredo zoning?** ☑ **Yes** ☐ **No**

If no, what steps are being taken to ensure compliance?

4.

Project Type:	☐ Single Family	☐ Multi- Family	☑ Commercial	☐ Industrial	☐ Community Facilities	☐ Mixed-Use

☐ Owner Occupied
☑ Rental Property

5. **Please describe the proposed residential or commercial project and provide 11 x 17 drawing:**
The existing house will be converted into 5 apartments: 5 singles apartment. Each apartment will feature a bathroom, kitchen, living room, dining room, and laundry area. The Single apartments will have one bedroom, the layout will ensure that all essential living spaces are provided for each unit.

6. **If your project is commercial, industrial, or mixed-use project, please describe the types of business that is being proposed:** None

7. **Is this new construction or rehabilitation project?** ☐ **New Construction** ☑ **Rehabilitation**

8. **How much is the total development cost of your project?** $200,000 approximately

9. **Will the eligible rehabilitation work equal to at least 20% of the Webb County Appraisal District (WEEBCAD) assessed value of the structure during the year rehabilitation occurs?** ☑ **Yes** ☐ **No**

- Eligible rehabilitation includes only physical improvements to real property. It does NOT include: Front yard fencing consisting of chain-link or solid material construction; personal property such as furniture, equipment, and/or supplies. Total eligible rehabilitation costs shall equal to 20% of WEEBCAD appraised value of the structure during the year rehabilitation occurs.

10. **How much is the total square footage of your project?** 3871.61 **sq. ft.**

11. **For a single family homeownership, mixed-use, or multi-family development project, please fill out the number of residential units.**

Table 3 Number of Residential Units

Number of Unites	Percentage
5 UNITS	63.29%

12. **For a commercial, industrial, or community facilities project, indicate square footage of non-residential space.**

Commercial	Industrial	Community Facilities

13. **What is your Capital Investment***for this project? Please use the following table to provide the detail and amount of your Capital Investment (Attached additional sheets if necessary).**

Table 4 Itemized Budget of the Project

Item	Amount	Notes
Interior	$150,000	$150,000
Exterior	$50,000	$50,000
TOTAL		

***Capital investment includes only real property improvements such as new facilities and structures, site improvements, facility expansion, and facility modernization. Capital Investment DOES NOT include land acquisition costs and/or any existing improvements, or personal property (such as machinery, equipment, and/or supplies or inventory).

14. **For a mixed-use project, please indicate the percentage of all uses in the project in the following table.**

Table 5 Percentages of uses in a Mixed Use Project

Type	Square Footage	Percentage
TOTAL		

III. INCENTIVES - What incentives are you applying for?

Municipal Property Tax Abatements

☐ 5 years	☑ More than 5 years	☑ Apartments
☐ Residential Owner Occupied	☑ Residential Rental Property	☐ Commercial

Development Fee Waivers

Select all that applies

- ☑ All building permit related fees (including Plans Review and Inspection
- ☑ Plat application fee (including concept plan, preliminary plat, final plat, short form replat)
- ☑ Zoning application fee
- ☑ Board of Adjustment Application Fee
- ☑ Demolition Fee
- ☑ Structure Moving Fee
- ☐ Street Utility Easement vacation application fee

Impact Fee Waivers

☐ Water (Meter Size_____) (No. of meters_____) ☐ Transportation

IV. Release of City Liens

Are there any outstanding city liens pending

☐ Weed Liens	☐ Paving Liens	☐ Board up-open structure Liens	☐ Demolition Liens
☐ NONE	☑ I do not know		

V. ACKNOWLEDGMENTS

I hereby certify that the information provided is true and accurate to the best of my knowledge.

I understand that the approval of fee waivers included those waived under expedited fee waiver process, and other incentives shall not be deemed approved of any aspect of the project and that the application must be ratified by the City Council. I understand that I am responsible in obtaining required permits and inspections from the City and in ensuring the project is located in the correct zoning district. If denied by City Council I understand that I am responsible for all fees previously waived.

City Council retains sole authority to approve or deny any tax abatement agreement, permit fees waivers all applications certified under the expedited Building Permit fee waiver

Gonzalo Prida Medellin		07/30/25
PRINTED OR TYPED NAME	AUTHORIZED SIGNATURE	DATE

CITY OF LAREDO

ARNOLDO J. LOZANO
ECONOMIC DEVELOPMENT

1110 HOUSTON STREET
P.O. BOX 579
LAREDO, TEXAS 78042-0579

TEL: (956) 791-7464
alozano1@ci.laredo.tx.us

**
FD
CI
KO
**

CITY OF LAREDO
*** CUSTOMER RECEIPT ***
Oper: BAGONZALEZ Type: OM Drawer: 1
Date: 10/01/25 02 Receipt no: 953810

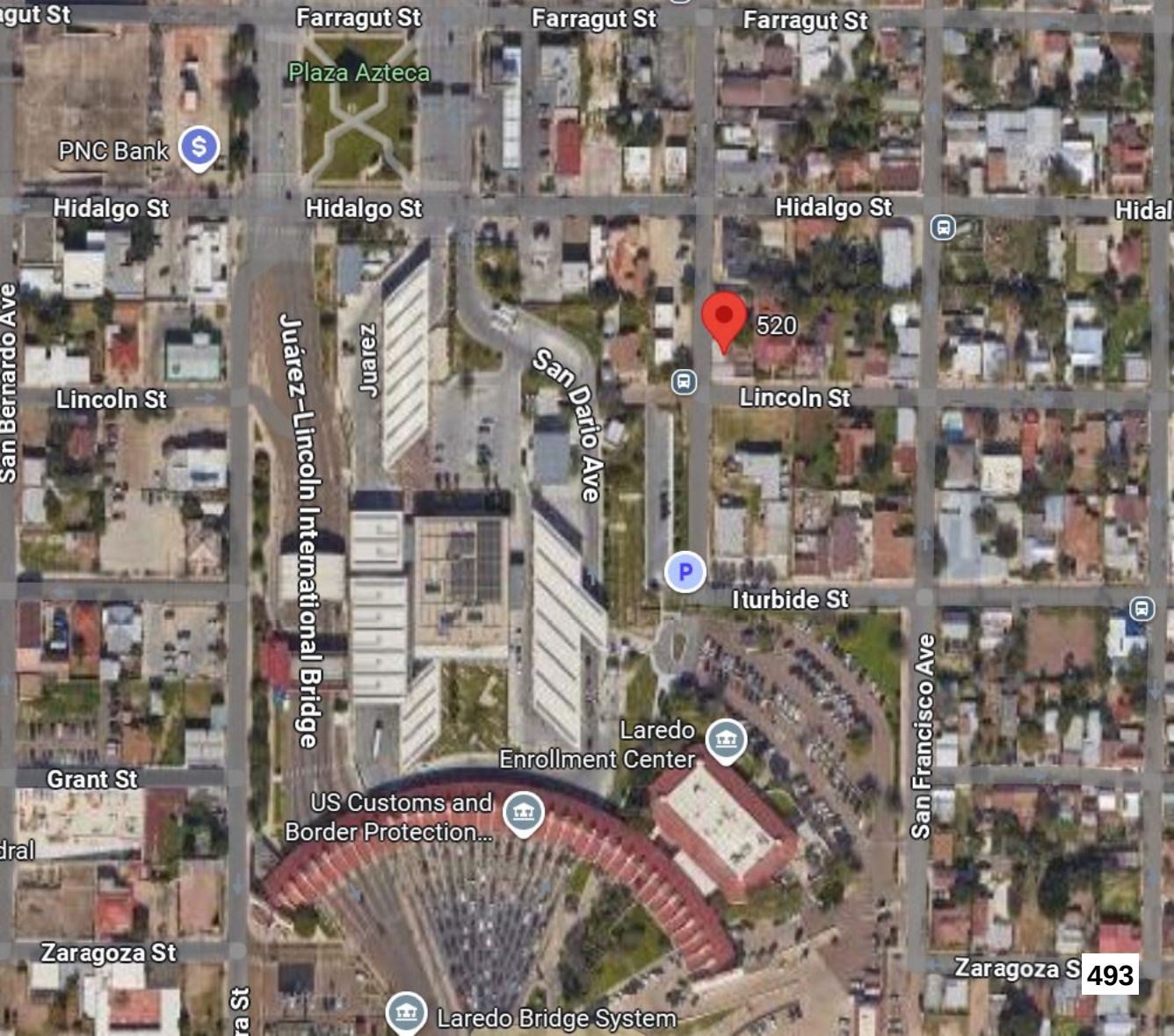
Year	Number		Amount
2025	11692		

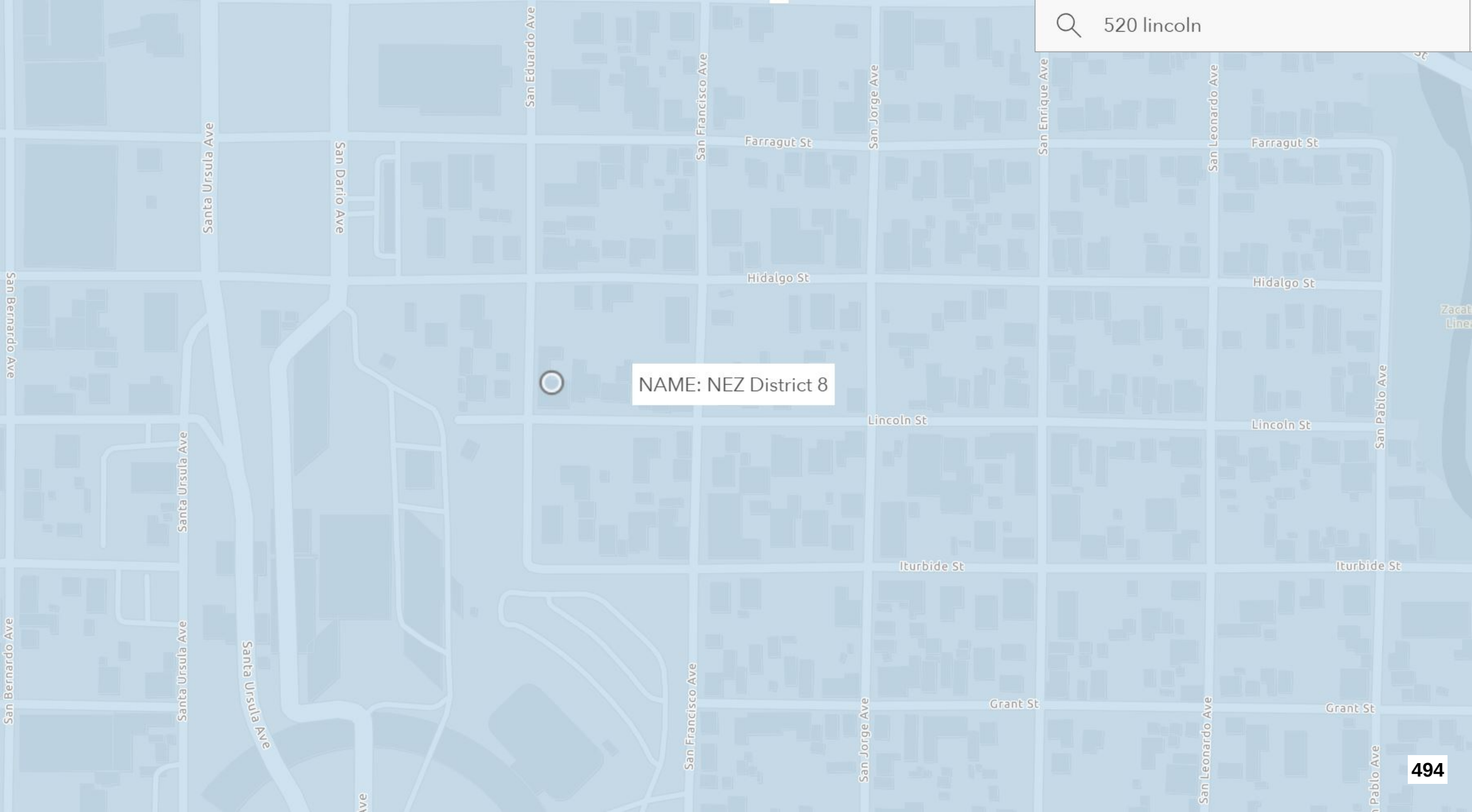
520 LINCOLN ST
LAREDO, TX 78040

BP	BP - BUILDING PERMIT	$1000.00
Trans number:		28035031

Tender detail		
CK CHECK	1283	$1000.00
Total tendered		$1000.00
Total payment		$1000.00

Trans date: 9/30/25 Time: 16:00:10


Farragut St
Farragut St
Farragut St
Plaza Azteca
PNC Bank
Hidalgo St
Hidalgo St
Hidalgo St
520
Lincoln St
Lincoln St
San Bernardo Ave
Juárez–Lincoln International Bridge
Juarez
San Dario Ave
Iturbide St
San Francisco Ave
Laredo Enrollment Center
US Customs and Border Protection...
Grant St
Zaragoza St
Zaragoza S
Laredo Bridge System
493


520 lincoln
San Eduardo Ave
San Francisco Ave
San Jorge Ave
San Enrique Ave
San Leonardo Ave
Farragut St
Santa Ursula Ave
San Dario Ave
Hidalgo St
San Bernardo Ave
NAME: NEZ District 8
Lincoln St
San Pablo Ave
Iturbide St
Grant St

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv Unins
4. ☐ VA 5. ☐ Conv Ins. 6. ☐ Seller Finance
7. ☐ Cash Sale.

6. File Number	7. Loan Number	8. Mortgage Ins Case Number
21684-24		

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower	E. Name & Address of Seller	F. Name & Address of Lender
GAC Holdings, Inc.	**Fernando Nava and Estela Nava**	

G. Property Location	H. Settlement Agent Name	
Western Division, Block 90, Lot 1, Webb County **520 Lincoln St.** **Laredo, TX 78040**	**Laredo Title & Abstract, Ltd.** **415 Shiloh Drive** **Laredo, TX 78045 Tax ID: 20-4645958** **Underwritten By: Texan Title Insurance Company**	
	Place of Settlement **Laredo Title & Abstract LTD** **415 Shiloh Dr.** **Laredo, TX 78045**	I. Settlement Date **2/26/2024** Fund: **2/26/2024**

J. Summary of Borrower's Transaction		**K. Summary of Seller's Transaction**	
100. Gross Amount Due from Borrower		**400. Gross Amount Due to Seller**	
101. Contract Sales Price	**$115,000.00**	401. Contract Sales Price	**$115,000.00**
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	**$1,297.33**	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City property taxes		406. City property taxes	
107. County property taxes		407. County property taxes	
108. Annual assessments		408. Annual assessments	
109. School property taxes		409. School property taxes	
110. MUD Taxes		410. MUD Taxes	
111. HOA Dues		411. HOA Dues	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	**$116,297.33**	**420. Gross Amount Due to Seller**	**$115,000.00**
200. Amounts Paid By Or in Behalf Of Borrower		**500. Reductions in Amount Due to Seller**	
201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	**$408.00**
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Payoff of first mortgage loan to	
205.		505. Payoff of second mortgage loan to	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City property taxes 01/01/24 thru 02/26/24	**$66.52**	510. City property taxes 01/01/24 thru 02/26/24	**$66.52**
211. County property taxes 01/01/24 thru 02/26/24	**$81.32**	511. County property taxes 01/01/24 thru 02/26/24	**$81.32**
212. Annual assessments		512. Annual assessments	
213. School property taxes 01/01/24 thru 02/26/24	**$150.98**	513. School property taxes 01/01/24 thru 02/26/24	**$150.98**
214. MUD Taxes		514. MUD Taxes	
215. HOA Dues		515. HOA Dues	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	**$298.82**	**520. Total Reduction Amount Due Seller**	**$706.82**
300. Cash At Settlement From/To Borrower		**600. Cash At Settlement To/From Seller**	
301. Gross Amount due from borrower (line 120)	**$116,297.33**	601. Gross Amount due to seller (line 420)	**$115,000.00**
302. Less amounts paid by/for borrower (line 220)	**$298.82**	602. Less reductions in amt. due seller (line 520)	**$706.82**
303. Cash From Borrower	**$115,998.51**	**603. Cash To Seller**	**$114,293.18**

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

The information requested does not lend itself to confidentiality.

L. Settlement Charges			
700. Total Sales/Broker's Commission based on price	**$115,000.00**	**@ % = $0.00**	Paid From Borrower's Funds at Settlement / Paid From Seller's Funds at Settlement
Division of Commission (line 700) as follows:			
701.	to		
702.	to		
703. Commission Paid at Settlement			**$0.00** / **$0.00**
704. The following persons, firms or	to		
705. corporation s received a portion	to		
706. of the real estate commission amount	to		
707. shown above:	to		
800. Items Payable in Connection with Loan			
801. Loan Origination Fee %	to		
802. Loan Discount %	to		
803. Appraisal Fee	to		
804. Credit Report	to		
805. Lender's Inspection Fee	to		
806. Mortgage Insurance Application	to		
807. Assumption Fee	to		
808. Processing Fee	to		
809. Adiminstration Fee	to		
810. Tax Services	to		
811. Yield Spread Premium	to		
900. Items Required by Lender To Be Paid in Advance			
901. Interest from **2/26/2024** to **3/1/2024** @ **$0**/day			
902. Mortgage Insurance Premium for months	to		
903. Hazard Insurance Premium for years	to		
1000. Reserves Deposited With Lender			
1001. Hazard insurance	months @	per month	**$0.00**
1002. Mortgage insurance	months @	per month	**$0.00**
1003. City property taxes	months @	per month	**$0.00**
1004. County property taxes	months @	per month	**$0.00**
1005. Annual assessments	months @	per month	**$0.00**
1006. School property taxes	months @	per month	**$0.00**
1007. MUD Taxes	months @	per month	**$0.00**
1008. HOA Dues	months @	per month	**$0.00**
1011. Aggregate Adjustment			
1100. Title Charges			
1101. Settlement or closing fee	to		
1102. Abstract or title search	to		
1103. Title examination	to		
1104. Title insurance binder	to		
1105. Document preparation	to		
1106. Notary fees	to		
1107. Attorney's fees	to		
(includes above items numbers:)			
1108. Title insurance	to **Laredo Title & Abstract LTD**		**$911.00**
(includes above items numbers:)			
1109. Lender's coverage	**$0.00/$0.00** .		
1110. Owner's coverage	**$115,000.00/$911.00**		
1111. Escrow fee	to **Laredo Title & Abstract LTD**		**$350.00** / **$350.00**
1112. State of Texas Policy Guaranty Fee	to **State of Texas Policy Guaranty Fee**		**$2.00** / **$0.00**
1113. Photocopies Fee	to **Laredo Title & Abstract LTD**		
1114.	to		
1115. Messenger Fee	to **Laredo Title & Abstract LTD**		
1116. Guaranty Assessment Recoupment	to **State of Texas Policy Guaranty Fee**		
1200. Government Recording and Transfer Charges			
1201. Recording Fees	Deed **$29.00** ; Mortgage ; Rel	to **Laredo Title & Abstract - Recording Account**	**$29.00**
1202. City/county tax/stamps	Deed ; Mortgage	to	
1203. State tax/stamps	Deed ; Mortgage	to	
1204. Tax certificates Service	to **Zarcast Tax Data, Inc.**		/ **$58.00**
1205. E-Recording Fee	to **Laredo Title & Abstract - Recording Account**		**$5.33**
1300. Additional Settlement Charges			
1301. Survey	to		
1302. Pest Inspection	to		
1303. City Taxes	to **City of Laredo Tax Assessor**		
1304. County Taxes	to **Webb County Tax Assessor**		
1305. UISD School Taxes	to **United ISD Tax Assessor**		
1306. LISD School Taxes	to **Laredo I.S.D Tax Office**		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			**$1,297.33** / **$408.00**

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

GAC Holdings, Inc.

By

Fernando Nava

Estela Nava

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent

2/26/24
Date

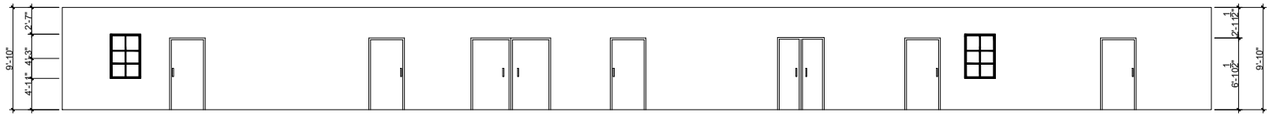
Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

San Eduardo Apt. Construction Budget

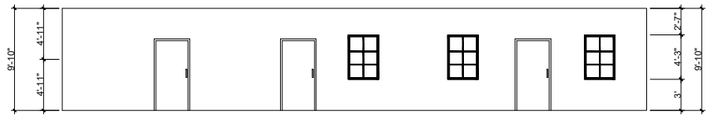
4144.61 sqft - $162.64/sqf

Category	Cost (USD)	Notes
Construction (base build)	$58,000.00	Walls, double ceiling, doors and windows
Land Acquisition (½-acre)	$0.00	Varies widely by exact location
Site Work & Utility Hookups	$18,000.00	Grading, clearing, connections
Permits & Impact Fees	$5,000.00	Building permits and standard fees
Architectural & Engineering	$12,000.00	From pre-designed to fully custom
Foundation	$60,000.00	Standard range
Framing	$52,000.00	Typical range
Roofing	$42,000.00	Standard roof styles
Siding / Exterior Finish	$68,000.00	Basic through mid-range
Electrical	$38,000.00	Range depends on complexity
Plumbing	$32,000.00	Based on typical systems
HVAC	$42,000.00	Based on unit size and efficiency
Interior Finishes & Fixtures	$78,000.00	Depending on finish level
Appliances	$30,000.00	Standard appliances
GC Overhead & Profit		10% – 20% of construction
Contingency (material inflation, tariffs)		5% – 10% of total
Subtotal (Excluding Land, GC, Contingency)	$535,000.00	
GC Overhead & Profit (10%-20%)	$107,000.00	
Contingency (5%-10%)	$32,100.00	
Grand Total (Excluding Land)	$674,100.00	

Jaime Coutino



EAST ELEVATION



SOUTH ELEVATION

Project Description – San Eduardo Apartments

The San Eduardo Apartments project consists of the remodeling and adaptation of an existing residential property into a five-unit multifamily development, all located on a single level.
The proposal seeks to optimize the existing structure while upgrading finishes, building systems, and overall functionality to meet current residential standards.
The project scope includes:
Remodeling of the existing structure to house five independent residential units.
Architectural improvements to optimize natural lighting, ventilation, and spatial distribution.
Modernization of electrical, plumbing, and mechanical systems.
Upgrades to finishes and fixtures to ensure durability and functionality.
Site improvements for accessibility, security, and compliance with applicable codes.
Base Performance Standard:
The construction will be executed under a base performance standard that prioritizes high-quality workmanship, compliance with all local codes, and the use of durable and efficient materials. The design approach emphasizes safety, livability, and long-term maintenance, ensuring the development provides a sustainable and functional housing solution.
Construction Timeline:
The planned execution time for the project is approximately four months, from start to substantial completion. This timeframe covers demolition, remodeling, installation of building systems, finishes, and the inspection process prior to occupancy.
This description outlines the project's objectives, performance standards, and planned execution schedule, providing a clear basis for review and approval.

SIMBOLOGY
LOT LOCATION

GRAPHIC SCALE 1:175

MUA

Location:
520 Lincoln, Laredo, Texas

Project:
San Eduardo Apts

Plan:
ELEVATIONS

Number:
2 OF 2

Terrain Info:
6,173.00sqft

SQFT of current construction:
4,599.00sqft

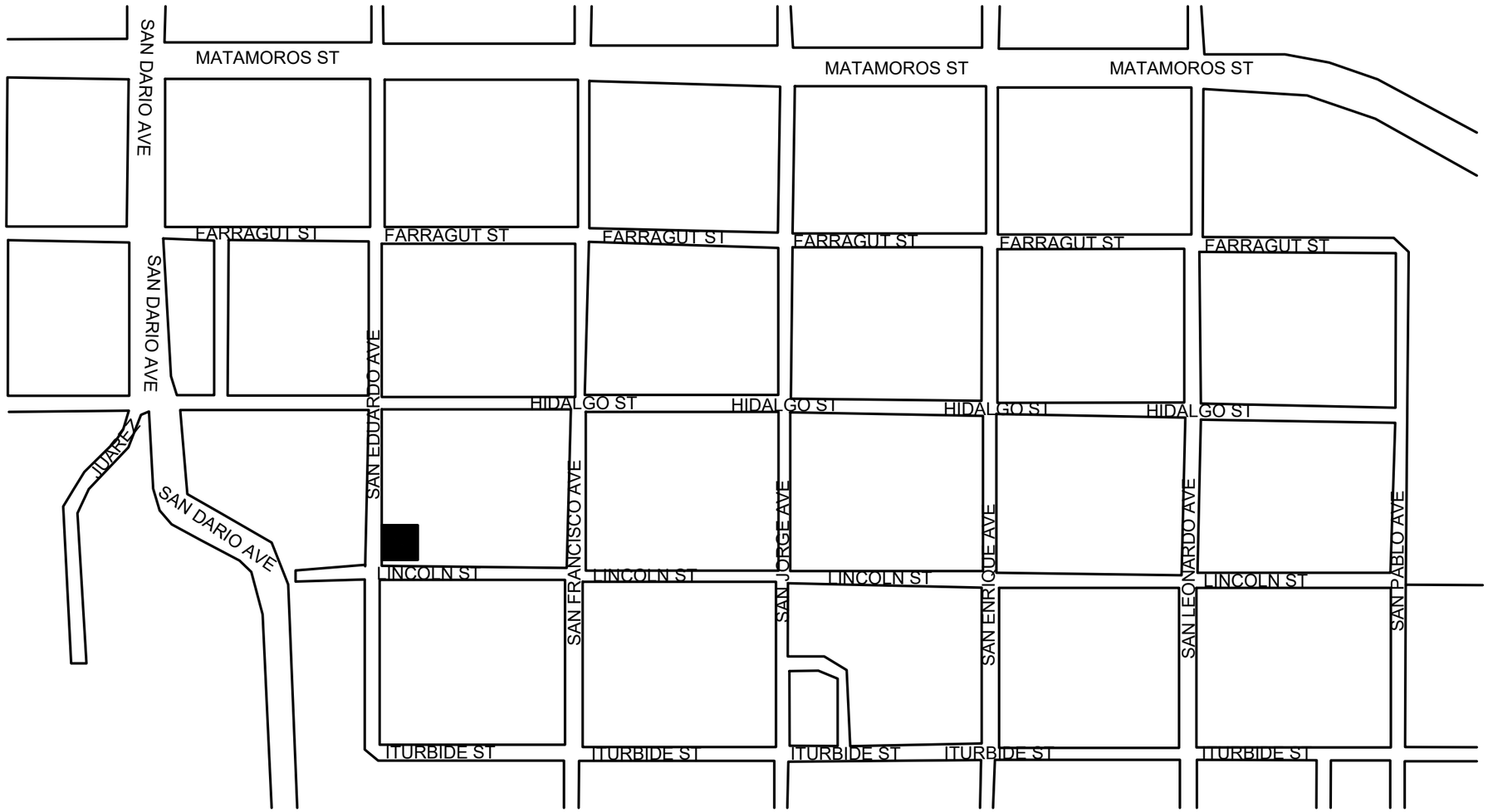
SQFT total:
4,144.61sqft

Date:
August 2025

Note:

Designed & Drawn By:
Victoria Rodríguez Luna

Designed & Approved By:
Carlos Ramón Martinez Flores



SIMBOLOGY
LOT LOCATION

0.50 2.00 4.00
0.00 1.00 3.00 5.00

GRAPHIC SCALE 1:175

MUA

Location:
520 Lincoln, Laredo, Texas

Project:
San Eduardo Apts

Plan:
SITE PLAN

Number:
1 OF 2

Terrain Info:
6,173.00sqft

SQFT of current construction:
4,599.00sqft

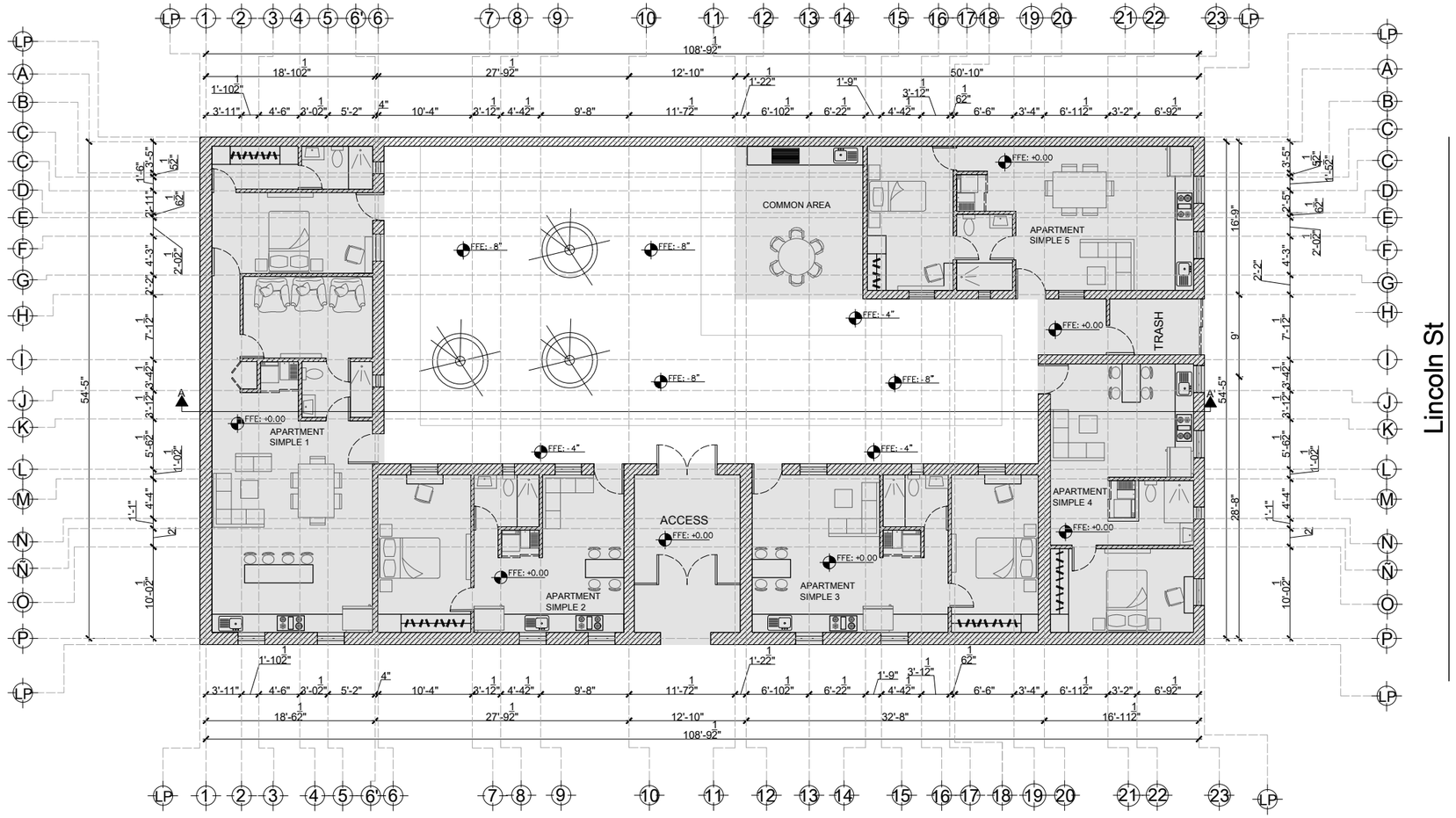
SQFT total:
4,144.61sqft

Date:
August 2025

Note:

Designed & Drawn By:
Victoria Rodríguez Luna

Designed & Approved By:
Carlos Ramón Martinez Flores



SIMBOLOGY

	PROPERTY LIMIT
	PROJECT AXES
	LINE ON AXIS
	LEVELS(FFE: FINISHED FLOOR ELEVATION)
	LONGITUDINAL SECTION
	CROSS SECTION
	LEVEL CHANGE
FFL	FINISHED FLOOR LEVEL
USL	UPPER SLAB LEVEL

SPECS

-COTA "LP" Property limit of each lot
-FFE = Proposed finished floor level over height taken on site
-DIMENSIONS in axes

0.50 2.00 4.00
0.00 1.00 3.00 5.00

GRAPHIC SCALE 1:175

MJA

Location:
520 Lincoln, Laredo, Texas

Project:
San Eduardo Apts

Plan:
ARCHITECTURAL PLAN

Number:
1 OF 3

Terrain Info:
6,117.00sqft

SQFT of current construction:
4,599.00sqft

SQFT total:
4,144.61sqft

Date:
August 2025

Note:

Designed & Drawn By:
Victoria Rodríguez Luna

Designed & Approved By:
Carlos Ramón Martinez Flores

10224983

This is NOT a Tax Statement

2025 NOTICE OF APPRAISED VALUE

Do Not Pay From This Notice

WEBB COUNTY APPRAISAL DISTRICT
3302 Clark Blvd
Laredo, Tx 78043

Phone: 956-718-4091 Fax: 956-718-4052
Date of Notice: March 28, 2025

Property ID: 160306
Ownership %: 100.00
Legal: LOT 1 BLK 90 WD
Legal Acres:
Situs: 520 LINCOLN ST LAREDO 78040
Owner ID: 10224983

Property ID: 160306

GAC HOLDINGS INC
8501 Raes Creek Dr
Laredo TX 78045-1919

E-File PIN: xxxxxxxxxx
To File a Protest on this Property go to
https://www.webbcad.org/public-portal/sign-in

Dear Property Owner:
We have appraised the property listed above for the tax year 2025. As of January 1, our appraisal is outlined below.

Appraisal Information	Last Year's - 2024	Proposed - 2025
Structure & Improvement Market Value	24,072	266,326
Market Value of Non Ag/Timber Land	60,928	60,928
Market Value of Ag/Timber Land	0	0
Market Value of Personal Property/Minerals	0	0
Total Market Value	85,000	327,254
Productivity Value of Ag/Timber Land	0	0
Assessed Value *(Possible Homestead Limitations, see asterisk below)	85,000	327,254
Homestead Cap Value excluding Non-Homesite Value (i.e. Ag, Commercial)	0	0
Circuit Breaker Value excluding Homesite Value & Special Use	0	0
Exemptions (DV - Disabled Vet; DP - Disabled Person; HS - Homestead; OV65 - Over 65)		

Taxing Unit	2024 Exemption	2024 Exemption Amount	2024 Taxable Value	2025 Proposed Value	2025 Exemption	2025 Exemption Amount	2025 Taxable Value	Exemption Difference
CITY OF LAREDO		0	85,000	327,254		0	327,254	0
LAREDO COLLEGE		0	85,000	327,254		0	327,254	0
LAREDO ISD		0	85,000	327,254		0	327,254	0
WEBB COUNTY		0	85,000	327,254		0	327,254	0

As required by the Texas Property Tax Code, Sections 25.19(a)(4) and 25.19(b)(4), the information above reflects the type and amount of each exemption, if any, approved for the property for the preceding and current tax years.

The difference between the 2020 appraised value and the 2025 appraised value is 276%. This percentage information is required by Tax Code Section 25.19(b-1).

The governing body of each unit decides whether or not property taxes will increase. The appraisal district only determines the value of your property. ***The Texas Legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials, and all inquiries concerning your taxes should be directed to those officials.***

If you qualified your home for an age **65 and older or disabled person homestead exemption** for school taxes, the school taxes on that home cannot increase as long as you own and live in that home. The tax ceiling is the amount that you pay in the year that you qualified for the 65 and older or disabled person exemption. The school taxes on your home may not go above the amount of the ceiling, unless you improve the home (other than normal repairs and maintenance).

Beginning August 7th, visit Texas.gov/PropertyTaxes to find a link to your local property tax database where you can easily access information regarding your property taxes, including information regarding the amount of taxes that each entity that taxes your property will impose if the entity adopts its proposed tax rate. Your local property tax database will be updated regularly during August and September as local elected officials propose and adopt the property tax rates that will determine how much you pay in property taxes. Property owners who file a notice of protest with the appraisal review board (ARB) may request an informal conference with the appraisal district to attempt to resolve disputes prior to a formal ARB hearing. In counties with populations of 1 million or more, property owners may request an ARB special panel for certain property protests. Contact your appraisal district for further information.

"Under Section 23.231, Tax Code, for the 2024, 2025, and 2026 tax years, the appraised value of real property other than a residence homestead for ad valorem tax purposes may not be increased by more than 20 percent each year, with certain exceptions. The circuit breaker limitation provided under Section 23.231, Tax Code, expires December 31, 2026. Unless this expiration date is extended by the Texas Legislature, beginning in the 2027 tax year, the circuit breaker limitation provided under Section 23.231, Tax Code, will no longer be in effect and may result in an increase in ad valorem taxes imposed on real property previously subject to the limitation."

If you wish to appeal, you must file a written protest with the ARB by the deadline date.

Deadline for filing a protest: May 15, 2025 Location of Hearings: 3302 Clark Boulevard, Laredo TX 78043 ARB will begin hearings: April 28, 2025

If you wish to speak to and present evidence before the ARB, you may use the enclosed protest form to file your formal protest. You do not need to use the form to file your protest. You may protest by letter if the letter includes your name, your property's description, and your reason for protesting. The ARB will notify you of the date, time, and place of your scheduled hearing. ***You may request an informal conference with the appraisal office prior to your scheduled hearing. If the issue cannot be resolved informally, you have the right to present your appeal at the scheduled hearing***. If you have any questions or need more information, please contact the appraisal district office at 956-718-4091 or at the address shown above.

Nez Type		New	
Capital Investment		$674,000.00	
Current Certified Valuation		$327,254	
Current Annual Tax Bill		$1,661.22	
Proposed Square Footage		4100	
Building Type		I-B	
Uses		Business	
Number of Units		5	
Multiplier		279.23	
Table Value	$		1,145,000.00
Value used for Calculation		$1,145,000.00	
Naviline Code		B-1B	
PL Fee	$		866.25
BL Fee	$		1,732.50
Total Waived Fees to Building Dept	$		2,598.75

503

REMODEL/REHABILITATION
NEZ TAX ABATEMENT AND PERMIT FEE CALCULATIONS

520 LINCOLN

CAPITAL INVESTMENT	$674,000.00
CURRENT PROPERTY VALUE	$327,254.00
CURRENT ANNUAL CITY TAX	$1,661.22
SQUARE FOOTAGE	4,100
BUILDING PERMIT	$451.00
ELECTRICAL PERMIT	$500.00
MECHANICAL PERMIT	$0.00
PLUMBING PERMIT	$105.00
DEMO PERMIT	$50.00
ROW PERMIT	$0.00
PROPOSED NEW PROPERTY VALUE	$1,001,254.00
PROPOSED NEW ANNUAL CITY TAX	$5,067.25
TOTAL PERMIT FEES	$1,106.00
NUMBER OF YEARS TAX ABATEMENT	10
CITY TAX RATE	0.506090%
RESIDENTIAL	$0.27
RESIDENTIAL REMODEL	
ANNUAL TAX ABATEMENT	$3,406.03
TOTAL TAX ABATEMENT	$34,060.30

Arnoldo J. Lozano

From: Albeza Gonzalez
Sent: Thursday, September 18, 2025 1:58 PM
To: Arnoldo J. Lozano; Dora A. Maldonado
Cc: Amanda Pruneda
Subject: RE: NEZ Screening 520 Lincoln

Good Afternoon,

To my research, this property has no Force Cleaning, Demolition, Paving, or Water/Sewer Contract Liens.

Thank You!

Albeza Gonzalez
Sr. Administrative Assistant

City of Laredo – Tax Department

A: 1102 Bob Bullock Loop Laredo, Texas 78043
P: (956) 727-6409
E: agonzalez9@ci.laredo.tx.us
www.cityoflaredo.com

From: Arnoldo J. Lozano <alozano1@ci.laredo.tx.us>
Sent: Thursday, September 18, 2025 12:09 PM
To: Dora A. Maldonado <dmaldonado@ci.laredo.tx.us>
Cc: Albeza Gonzalez <agonzalez9@ci.laredo.tx.us>; Amanda Pruneda <apruneda2@ci.laredo.tx.us>
Subject: NEZ Screening 520 Lincoln

Good afternoon

Can you please check the tax status for:

1. **PID 160306 – GAC Holdings Inc.– GeoID 102-00090-010**

Can you also check if this property has any city, weed, board-up, demolition, Paving, order of Demolition Liens?

Thank You for your attention.

Arnoldo J. Lozano
Economic Development Administrator
City of Laredo, Economic Development Department
956-791-7464 (D)
956-791-7397 (O)

STATE OF TEXAS §
§
COUNTY OF WEBB §

EXHIBIT A

NEIGHBORHOOD EMPOWERMENT ZONE (NEZ)
TAX ABATEMENT AND INCENTIVE AGREEMENT
BETWEEN THE CITY OF LAREDO AND
(APPLICANT) AND (ADDRESS).

This Agreement is made and entered into by and between **(APPLICANT),** duly authorized to transact business in Texas ("OWNER"), and the City of Laredo, a Municipal Corporation and a home-rule city in Webb County, Texas, (the "City"), pursuant to the authority of Chapters 318 and 378 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representative for each party hereto. The City and Owner may be individually referred to as a "Party" and jointly as the "Parties."

ARTICLE I
RECITALS

The recitals set forth in **City Council Resolution No. (NUMBER)** are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

ARTICLE II
AUTHORITY AND TERM

1. **AUTHORITY.** This Agreement is entered into pursuant to:

A. Chapters 312 and 378 of the Local Government Code of the State of Texas, under Section 312.002 of the Texas Tax Code.

B. **City Council Resolution No. (NUMBER)** which specifically and originally approved this Agreement.

2. **TERM.** This agreement shall be effective as of the date of execution by all parties. This Agreement will terminate on the date all obligations under this Agreement have been fulfilled, unless earlier terminated pursuant to Article V, or otherwise extended by mutual written agreement of the Parties. The OWNER's eligibility for Tax Abatements (herein defined) shall be limited to a period of 10 consecutive years ("Period") within the term of the Agreement.

DEFINITIONS

The following words shall have the following meanings when used in this Agreement.

3. **AGREEMENT.** The word "Agreement" means this Neighborhood Empowerment Zone (NEZ) Agreement, together with all exhibits attached to this Agreement.

4. **BASE VALUE.** The word "Base Value" means the most recent total certified value of the property prior to the execution of this Agreement, and as determined by the Webb County Appraisal District before improvements (herein defined) occur.

5. **CITY.** The word "City" means the City of Laredo, Texas.

6. **IMPROVEMENTS.** The word "Improvements" means the increase the Property's (herein defined) market value either through new construction or rehabilitation of the Property.

7. **OWNER.** The word "Owner" means **(APPLICANT)**

8. **PERIOD.** The word "Period" means the period beginning on January 1 of Year 1 (herein defined) and continuing for 10 consecutive years. The Period shall commence on Year 1. The Owner will be eligible for Tax Abatement (herein defined) after the full calendar year assessment of Year 1.

9. **PROJECT.** The word "Project" means the Property and related improvements (collectively the "Improvements") to be constructed by the Owner on the Property.

10. **PROJECT INVESTMENT.** The word "Project Investment" shall mean the total aggregate estimated monetary amount provided by the Owner to complete the Project.

11. **PROPERTY.** The word "Property" means the real property upon which the improvements are to be constructed, located at **(ADDRESS)**.

12. **TAX ABATEMENT.** The word "Tax Abatement" means an abatement of ad valorem taxes to the Owner by the City on a yearly basis based on real property city taxes on the terms of this Agreement so long as the Owner is able to meet the minimum criteria regarding the minimum improvement valuation and submits to the yearly Annual Certification. Tax Abatements shall become effective on January 1 the year after the project is approved by the City Council.

13. **TIME OF APPLICATION.** The word "Time of Application" shall mean the calendar year in which the Owner applied for a NEZ Tax Abatement with the City.

14. **YEAR 1.** The words "Year 1" shall mean the calendar year immediately following the year in which a Certificate of Occupancy is issued by the City of Laredo to the Owner.

ARTICLE III
PROJECT REQUIREMENTS

OWNER'S OBLIGATIONS. The obligation of the City to provide the Tax Abatements to the Owner shall be conditioned upon the Owner's continued substantial compliance with and satisfaction of each of the following conditions set forth in this Agreement, as solely and finally determined by the City Council:

1. Owner will invest the aggregate estimated amount of at least **$(AMOUNT)** towards the construction and completion of the Project. The approximate estimated value of the property at the time of application is $**(AMOUNT)**. If Owner fails to make an investment of at least $**(AMOUNT)** on the Project, Owner may not be deemed to be in default of this Agreement, but the amount of the abatements may be reduced proportionately based on the amount by which the Project increment value is less.

A. Owner agrees to limit the use of the property as allowed pursuant to all Zoning Ordinances of the City of Laredo.

B. The Owner shall apply for any permits no later than 6 months after the Project is approved by the City Council. The Owner shall provide proof to the City within 30 days after permits have been issued by the City. If after 6 months from this date no permits have been pulled for the project, the tax abatement will automatically terminate, in accordance to Section F.2 of the NEZ Ordinance 2023-O-223.

C. Owner certifies that the project will be completed at least within one year from issuance and receipt of the building permit, unless delayed because of force majeure, in which case the one year shall be extended by the number of days comprising the specific force majeure. For purposes of this Agreement, force majeure shall mean an event beyond Owner's reasonable control as determined by the City of Laredo in its sole discretion, which shall not be unreasonably withheld, including, without limitation, delays caused by adverse weather, delays in receipt of any required permits or approvals from any governmental authority, acts of God, or fires. Force majeure shall not include construction delays caused due to purely financial matters, such as, without limitation, delays in obtaining of adequate financing.

D. The Project shall be developed in accordance with the ordinances, rules, and regulations of the City, subject to any variances, approvals, and applicable laws authorizing the Project to vary from any such regulations.

E. The Owner shall not sell or lease any interest in the property to a member of the Laredo City Council, Planning & Zoning Commission or City officer as long as this Agreement is in effect.

F. The Owner shall at all times comply with the City's building codes and zoning regulations in addition to all applicable rules, regulations, environmental laws, land use covenants and other restrictions of record. Owner shall be solely responsible for obtaining any permits, licenses, certificates, or any other required documentation or approvals for the operation of the permittable use of the Property.

G. The City reserves the right to confirm the Owner's compliance with the terms and conditions of this Agreement. The City will provide the Owner with a written report of the findings. If the monitoring notes deficiencies in the Owner's obligations under terms of this Agreement, the monitoring report shall include corrections for such deficiencies by the Owner and a reasonable amount of time in which to attain compliance.

H. Owner covenants that the project shall be developed in a manner that is consistent with the general purposes of encouraging development or redevelopment in the Zone and the Property shall be continuously used as such.

2. **CITY'S OBLIGATIONS.** As consideration for the Owner's performance of its obligations under this Agreement, during the Term of the Agreement, City shall provide the Owner the following:

A. TAX ABATEMENTS. An annual Tax Abatement to the Owner on City of Laredo imposed taxes on the real property for Year the Owner satisfies obligations.

EXHIBIT A.4 - "Tax Abatement Formula"

Term Year	Total estimated assessed Base Value of real property	Percentage tax abatement of total increased valuation
YR 1		
YR 2		
YR 3		
YR 4		
YR 5		
YR 6		
YR 7		
YR 8		
YR 9		
YR 10		

B. If the Owner fails to substantially satisfy any of the obligations included in Article III, or an Annual Certification reasonably acceptable to the City, then no Tax Abatement will be considered and Owner would be considered noncompliant.

C. The Period of Tax Abatements shall commence on Year 1. The City will issue the first Tax Abatement for the full calendar year beginning on January 1 the year after a Certificate of Occupancy is issued, and pursuant to the timeline described in the following Section D.

D. The first Tax Abatement will be issued to the Owner upon satisfaction of the following timeline:

- Application of NEZ
- Approval of NEZ through the Laredo City Council
- NEZ Agreement signed by Owner and City of Laredo
- Application for permits
- Issuance of Permits
- Issuance of Certificate of Occupancy
- Year 1 (January 1 through December 31 of the full calendar year after the Certificate of Occupancy is issued)

E. WAIVER OF PERMIT FEES. The City shall waive all pertinent fees associated with acquiring the necessary building permit that include the plan review, building review, plumbing permit, electrical permit, mechanical permit, and fire inspection for the Improvements on the Property. Additional permit fees will be considered on a case by case basis.

ARTICLE IV

RECORDS, AUDITS AND EVALUATION OF REQUIRED IMPROVEMENTS

1. INSPECTION OF PROPERTY

Between the execution date of this Agreement and the last day of the Term, at any time during normal office hours throughout the Term and the year following the Term and following reasonable notice to Owner, the City shall have and Owner shall provide access to the Property in order for the City to inspect the Property and evaluate the required improvements to ensure compliance with the terms and conditions of this Agreement. Owner shall cooperate fully with the City during any such inspection and/or evaluation.

2. **Certification**

OWNER shall certify annually to the City that it follows each applicable term of this Agreement. The City shall have the right to audit the Property. **OWNER** shall make all applicable records available to the City following reasonable advance notice by the City and shall otherwise cooperate fully with the City during any audit.

NOTICE.

Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if, (a) placed in the United States Mail with postage prepaid, return receipt requested, properly addressed to such party at the address hereinafter specified; or (b) deposited into the custody of a nationally recognized overnight delivery service such as FedEx or UPS, addressed to such party at the address hereinafter specified. Any notice mailed in the above manner shall be effective upon its deposit into the custody of the United States Postal Service or such nationally recognized delivery service, as applicable; all other notices shall be effective upon receipt. A party may designate a different address by giving the other party ten (10) days written notice. All notices must be filed with the City Tax Assessor-Collector.

TO THE COMPANY:
(APPLICANT)
Owner/Applicant
(ADDRESS)

TO THE CITY:
CITY OF LAREDO
ATTN: Joseph W. Neeb
City Manager
1110 Houston Street
PO Box 579
Laredo, TX 78042-0579

TRANSFER.

If the property on which tax is being abated is sold, the new owner may enter into a tax abatement agreement on the property for the remaining term so long as the use of the premises does not change or violate the businesses that are not allowed by the NEZ.

VI. DEFAULT AND RECAPTURE

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

VII. TERMINATION AT WILL

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

a. In addition to the other terms of this Agreement, the tax abatement shall automatically terminate if the owner receives one conviction of a violation of the City of Laredo's Building Code regarding the property subject to the abatement agreement during the term of the tax abatement agreement.

VIII. VENUE AND JURISDICTION

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

IX. SEVERABILITY

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

X. BINDING EFFECT

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

EXECUTED on this _____ day of _____, 2025.

OWNER/APPLICANT

Signature _____/DATE/_____

Printed Name: _____

FOR CITY OF LAREDO

Signature_____/DATE/ _____

Printed Name: Joseph W. Neeb_____

Position: City Manager_____ _____

ATTEST:

_____/DATE/_____
Mario I. Maldonado, Jr.
City Secretary

APPROVED AS TO FORM:

_____/DATE/_____
Doanh T. Nguyen
City Attorney

City of Laredo

City Council

Meeting Date: 10/20/2025 **Consent Agenda 24.**

SUBJECT
Consideration to award a design/build contract to Nature Trails NC, LLC, Brevard, North Carolina for the Shiloh Bike Trails Improvements Project in response to RFQ FY25-ENG-19 for the amount not to exceed $770,000.00, which includes design plans, specifications, and construction. Funding is available in 2023, 2024, and 2025 Certificate of Obligation Bonds from District 6 and 8 Priority Funds.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):
Policy 8.1.3 “Develop and expand the trail system to connect parks, open spaces, schools, neighborhoods, and community facilities.”
Policy 4.2.1 “Street design standards should provide safe, accessible, and meaningful travel choices - driving, walking, bicycling, and public transit.”
Summary of alignment:
The Shiloh Bike Trails Improvements Project demonstrates strong alignment with the Viva Laredo Comprehensive Plan. It directly fulfills multiple verbatim policies and goals that emphasize expanding parks and trails, connecting community facilities through active transportation, and promoting healthier lifestyles.

PREVIOUS COUNCIL ACTION
On July 21, 2025, approved of the selection of the top ranked consultant for the RFQ FY25-ENG-19 Shiloh Bike Trails Improvements (Design-Build) Project; and authorization to negotiate a professional services contract. A total of (2) firms responded to the request for qualifications and presented before the evaluation committee on Wednesday, June 25, 2025. The committee recommends the selection of Nature Trails NC, LLC, Brevard, North Carolina.

1. Nature Trails NC, LLC, Brevard, North Carolina
2. Crane Engineering, Laredo, Texas

BACKGROUND
Two (2) firms responded to the request for qualification on May 14, 2025 at 4:00PM as follows:
1. Nature Trails NC, LLC, Brevard, North Carolina
2. Crane Engineering, Laredo, Texas, in association with:
   ABBA Construction, LLC, Laredo, Texas

The City of Laredo will solicit and receive statement of qualifications (SOQ’s) for a Design-Build project from qualified firms interested in providing professional services including, but not limited to, design, preparation of plans, specifications, estimates, necessary permits and construction of redesign, reorganization, and reconstruction of mountain bike trails, various types of crossing

structures such as trail bridges, boardwalks and culvert pipes, signage and trailhead kiosks, restroom facilities, parking lot and other features to be located at 9001 Livingston Dr. and extending to North Central Park, located at 10202 International Blvd., crossing under McPherson Rd. The Consultant is cautioned to refer to other sections of this Request for Qualifications (RFQ) packet for further details. Every aspect of work shall be included as obvious or implied as necessary to make the work complete and fully operational (Turn-key project).

COMMITTEE RECOMMENDATION
NA

STAFF RECOMMENDATION
Approval of this motion.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	2023, 2024, and 2025 CO Bonds
Account #:	Various
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the District 6 and 8 Priority Funds.

District	Account	Project	Amount
District 6	478-3118-555-9301	D62004	$500,000.00
District 8	476-3118-555-9301	D82506	255,744.00
District 8	477-3118-555-9301	D82506	14,256.00
			$770,000.00

Shiloh Park Trail Design/Build Fee Structure

Total Fees

Task 1 - Site Exploration and Existing Conditions Assessment

Exploration and documentation of existing site conditions. Scope Items: boundary location, 1ft contour maps processed with public data, stormwater flow analysis, development infrastructure inventory, resource inventory, GIS file preparation.

Lump Sum ---------- $14,000

Task 2 - Trail Master Planning (Conceptual Design, All Phases)

Identifying opportunities and constraints of the site. Coordinating with stakeholders, floodplain coordinator, and local advocates to navigate challenges and ideate a destination worthy trail system. Phase focus to be traffic flow, feature conceptualization, connectivity, mileage, and phasing.

Lump Sum ---------- $40,000

Task 3 - Construction Documents & Permitting (Phase 1, as needed)*

Developing full plan documents with site plan, elevations, feature details, material selections, structural engineering, erosion control plan, wayfinding design, specifications, and survey flagging of trail alignments. Phase focus to refine all designs to eliminate ambiguity and clearly defined construction and quality standards.

Lump Sum ---------- $23,000

Task 4 - Construction (Phase 1, as needed)*

Constructing up to 6 miles of trail, bridges, and skills features as identified and detailed in the design process. Final design To Be Determined and construction work to be billed based on units quantified in design documents and approved by stakeholders.

Estimated (see unit prices) ---------- $693,000

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*GUARANTEED MAXIMUM PRICE (Phase 1)** ---------- *$770,000*

** Note: During the master planning process, opportunities may be identified for trail system expansions and enhancements above and beyond the available budget. If identified, Nature Trails may provide conceptual designs and recommendations to be pursued in future phases of work outside of this contract / budget.*

Payment Schedule:

- Monthly Progress Payments - NET 30

2025 Construction Services Unit Prices

Description	Unit	Price*
Mobilization Fees	EA	5%
Bonding	EA	2%
Site Clearing & Prep Work	AC	$10,000.00
Imported Structural Fill Dirt	TN	$60.00
Imported Recycled Concrete Fill	TN	$80.00
Imported DOT Roadbase Fill	TN	$100.00
Native Rock Armoring	SF	$35.00
Imported Rock Armoring	SF	$50.00
Soil Stabilization	GA	$150.00
Chip Seal (after grading and base install)	SF	$4.50
Trail Armor	SF	$2.50
Trail Grading - Multiuse 0-25% average sideslope	LF	$9.00
Trail Grading - Multiuse 25-50% average sideslope	LF	$10.00
Trail Grading - Multiuse 50+% average sideslope	LF	$12.00
DH Trail Grading - Technical Terrain	LF	$15.00
Flow Trail Grading - Jumps, Berms, Rollers - Beginner	LF	$15.00
Flow Trail Grading - Jumps, Berms, Rollers - Intermediated	LF	$17.00
Flow Trail Grading - Jumps, Berms, Rollers - Advanced	LF	$19.00
Jump Park Grading - Beginner (dirt excluded)	LF	$15.00
Jump Park Grading - Intermediate (dirt excluded)	LF	$20.00
Jump Park Grading - Advanced (dirt excluded)	LF	$25.00
Dual Slalom Grading (dirt excluded)	LF	$50.00
Pump Track Grading (fill excluded)	SF	$10.00
Fine Grading / Sculpting (fill excluded)	SF	$7.00
Asphalt Shaping	SF	$18.00
Typical Turn-key Asphalt Pump Track - 5,000sqft Area (grading, drainage, fill, shaping, asphalt, landscaping)	LS	$200,000.00
Typical Turn-key Asphalt Pump Track - 7,500sqft Area (grading, drainage, fill, shaping, asphalt, landscaping)	LS	$300,000.00
Typical Turn-key Asphalt Pump Track - 10,000sqft Area (grading, drainage, fill, shaping, asphalt, landscaping)	LS	$400,000.00
Topsoil	CY	$50.00
Seed and straw	SF	$0.25

Sod	SF	$6.00
Rubberized surfacing - 2"	SF	$15.00
Crushed Stone Surfacing - 3"	SF	$10.00
Custom Cedar Skills Features	SF	$120.00
Custom Steel / Cedar Skills Features	SF	$175.00
SYP Timber Bridges (up to 20ft)	SF	$80.00
Cedar Timber Bridges (up to 20ft)	SF	$120.00
Steel / Cedar Bridges (up to 30ft)	SF	$200.00
FRP Bridges (up to 35ft)	LF	$2,000.00
Timber Sills	EA	$500.00
Stone Sills	EA	$1,500.00
Concrete Abutments	CY	$700.00
Silt Fence	LF	$8.00
Silt Sock	LF	$6.00
Tree Protection Fence	LF	$4.00
Temporary Facilities	EA	7%
Wayfinding	EA	5%

Prefabricated Skills Features

Bike Park Roll In	PN	Height (ft)	Width (ft)		List Price
Bike Park Roll-Ins are prefabricated features that allow riders to gain speed from an elevated earthen platform.	RI-0001-GL	3	1.5		$2,000.00
	RI-0002-GL	3	3		$2,500.00
	RI-0003-GL	3	6		$2,750.00

Single Roller	PN	Height (ft)	Width (ft)		List Price
A Single Roller is an individual feature that can be integrated into a natural surface trail.	ROL-1-0001-GL	2	1.5	Single Roller	$3,000.00
	ROL-1-0002-GL	2	3	Single Roller	$4,000.00
	ROL-1-0003-GL	2	6	Single Roller	$5,000.00
	ROL-1-0004-GL	4	1.5	Single Roller	$5,250.00
	ROL-1-0005-GL	4	3	Single Roller	$7,000.00
	ROL-1-0006-GL	4	6	Single Roller	$8,750.00

Double Roller	PN	Height (ft)	Width (ft)		List Price
A Double Roller is an individual feature that can be used integrated into a natural surface trail.	ROL-2-0001-GL	2	1.5	Double Roller	$4,500.00
	ROL-2-0002-GL	2	3	Double Roller	$6,000.00
	ROL-2-0003-GL	2	6	Double Roller	$7,500.00
	ROL-2-0004-GL	4	1.5	Double Roller	$7,875.00
	ROL-2-0005-GL	4	3	Double Roller	$10,500.00
	ROL-2-0006-GL	4	6	Double Roller	$13,125.00

Triple Roller	PN	Height (ft)	Width (ft)		List Price

A Triple Roller is an individual feature that can be integrated into a natural surface trail.	ROL-3-0001-GL	2	1.5	Triple Roller	$6,750.00
	ROL-3-0002-GL	2	3	Triple Roller	$9,000.00
	ROL-3-0003-GL	2	6	Triple Roller	$11,250.00
	ROL-3-0004-GL	4	1.5	Triple Roller	$11,812.50
	ROL-3-0005-GL	4	3	Triple Roller	$15,750.00
	ROL-3-0006-GL	4	6	Triple Roller	$19,687.50

A Frame	**PN**	**Height (ft)**	**Width (ft)**	**Length (ft)**	**List Price**
An A Frame is a individual feature that is elevated in the center for riders to ride over. This can be used on a natural surface trail.	AF-0001-GL	1	1.5	6	$1,100.00
	AF-0002-GL	1	3	6	$1,600.00
	AF-0003-GL	1	6	6	$2,100.00
	AF-0004-GL	2	1.5	6	$1,375.00
	AF-0005-GL	2	3	6	$2,000.00
	AF-0006-GL	2	6	6	$2,625.00

Berm	**PN**	**Height (ft)**	**Width (ft)**	**Length (ft)**	**List Price**
A Berm is an individual feature that allows riders to change direction while maintaining speed on a natural surface trail	BER-0001-GL	6	6	20	$7,500.00
	BER-0002-GL	8	8	26	$9,500.00

Anaconda Single	**PN**	**Height (ft)**	**Width (ft)**	**Length (ft)**	**List Price**
Anacondas are designed to create curving undulation, allowing riders to work around a slowing feature that starts and ends in the same direction.	SN-1-0001-GL	1	1.5	55	$6,000.00
	SN-1-0002-GL	1	3	55	$9,000.00
	SN-1-0003-GL	1	6	55	$13,500.00
	SN-1-0004-GL	2	1.5	55	$7,500.00
	SN-1-0005-GL	2	3	55	$11,250.00
	SN-1-0006-GL	2	6	55	$16,875.00
	SN-1-0007-GL	3	1.5	55	$9,375.00
	SN-1-0008-GL	3	3	55	$14,062.50
	SN-1-0009-GL	3	6	55	$21,093.75

Anaconda Double	PN	Height (ft)	Width (ft)	Length (ft)	List Price
Anacondas are designed to create curving undulation, allowing riders to work around a slowing feature that starts and ends in the same direction. A Double Anaconda features two curves back and forth in its length.	SN-2-0001-GL	1	1.5	65	$7,500.00
	SN-2-0002-GL	1	3	65	$11,250.00
	SN-2-0003-GL	1	6	65	$16,875.00
	SN-2-0004-GL	2	1.5	65	$21,093.75
	SN-2-0005-GL	2	3	65	$26,367.19
	SN-2-0006-GL	2	6	65	$32,958.98
	SN-2-0007-GL	3	1.5	65	$41,198.73
	SN-2-0008-GL	3	3	65	$51,498.41
	SN-2-0009-GL	3	6	65	$64,373.02

Y Single	PN	Height (ft)	Width (ft)	Length (ft)	List Price
Y Single features are designed with a single skinny at one end that branches into two options for riders to leave from. These are a way to split riders on to separate trails.	YS-0001-GL	1	1.5	55	$6,000.00
	YS-0002-GL	1	3	55	$9,000.00
	YS-0003-GL	1	6	55	$13,500.00
	YS-0004-GL	2	1.5	55	$7,500.00
	YS-0005-GL	2	3	55	$11,250.00
	YS-0006-GL	2	6	55	$16,875.00
	YS-0007-GL	3	1.5	55	$9,375.00
	YS-0008-GL	3	3	55	$14,062.50
	YS-0009-GL	3	6	55	$21,093.75

Teeter Totter	PN	Height (ft)	Width (ft)	Length (ft)	List Price
Teeter Totters are a fun way to provide a dynamic experience for riders. As a rider rides up the ramp and gets to the center the riding surface pivots, allowing the rider to continue back to the trail surface.	TE-0001-GL	1	1.5	8	$1,500.00
	TE-0002-GL	1	3	8	$2,250.00
	TE-0003-GL	1	6	8	$3,375.00

Drops	PN	Height (ft)	Width (ft)	Length (ft)	List Price
A Drop is a freestanding feature that introduces an abrupt mid-trail elevation change designed to allow for limited air time. These are best used in areas with existing natural	DRP-0001-GL	1	1.5	3	$1,100.00
	DRP-0002-GL	1	3	3	$1,600.00
	DRP-0003-GL	1	6	3	$2,100.00
	DRP-0004-GL	2	1.5	6	$1,375.00

grade change and with a shaped dirt landing. Can also be paired with a fabricated Landing (LZ Series).	DRP-0005-GL	2	3	6	$2,000.00
	DRP-0006-GL	2	6	6	$2,625.00
	DRP-0007-GL	3	1.5	8	$1,718.75
	DRP-0008-GL	3	3	8	$2,500.00
	DRP-0009-GL	3	6	8	$3,281.25

On - Off Berm	PN	Height (ft)	Width (ft)	Length (ft)	List Price
On - Off Berms are intermediate-to-advanced features that allow riders to jump into and out of a curved and elevated berm. These are paired with Kickers and Landings (KIF and LZ Series parts) or dirt shaped landings.	OF-0001-GL	6	6	32	$18,000.00

Kickers - Freestanding	PN	Height (ft)	Width (ft)		List Price
Freestanding kickers are self-supporting ramps that allow riders to catch air.	KIF-0001-GL	4	3		$3,100.00
	KIF-0002-GL	4	6		$4,650.00
	KIF-0003-GL	6	3		$5,812.50
	KIF-0004-GL	6	6		$8,718.75
	KIF-0005-GL	8	3		$10,898.44
	KIF-0006-GL	8	6		$16,347.66

Kickers - Earth Supported	PN	Height (ft)	Width (ft)		List Price
Earth Supported Kickers are supported by the shaped dirt in the landing. This is the prefered installation method as it is safer and a better user experience.	KIE-0001-GL	4	3		$2,700.00
	KIE-0002-GL	4	6		$4,050.00
	KIE-0003-GL	6	3		$5,062.50
	KIE-0004-GL	6	6		$7,593.75
	KIE-0005-GL	8	3		$9,492.19
	KIE-0006-GL	8	6		$14,238.28

Table Top	PN	Height (ft)	Width (ft)	Length (ft)	List Price
Table Top jumps are fully self supported structures that allow riders to jump from takeoff to landing with a flat deck surface in between. These may be used in areas where dirt cannot be moved for construction.	TT-0001-GL	4	6	16	$22,000.00
	TT-0002-GL	4	8	16	$27,500.00
	TT-0003-GL	8	8	20	$31,625.00
	TT-0004-GL	13	8	24	$33,206.25

On - Off Box	PN	Height (ft)	Width (ft)	Length (ft)	List Price
On - Off Boxes are like On - Off Berms but do not change direction. These are paired with Kickers and Landings (KIF and LZ Series parts) or dirt shaped landings.	OFB-0001-GL	4	8	30	$16,000.00
	OFB-0002-GL	8	10	32	$20,000.00
	OFB-0003-GL	13	10	36	$25,000.00

Wall Berm	PN	Height (ft)	Width (ft)	Angle of Change	List Price
A Wall Berm is a curved wall positioned at a 20 degree angle from vertical, allowing riders to ride onto the surface to change direction.	WB-0001-GL	6	6	120 Deg	$16,000.00
	WB-0002-GL	8	8	135 Deg	$20,000.00

Wall Flat	PN	Height (ft)	Width (ft)	Length (ft)	List Price
A Wall Flat is a flat wall that allows riders to ride on the surface using their momentum. These are best used with a change in direction in the trail.	WF-0001-GL	6	6	20	$14,000.00
	WF-0002-GL	8	8	26	$17,500.00

Whale Tail	PN	Height (ft)	Width (ft)	Length (ft)	List Price
Whale Tail is a feature that allows riders to turn and jump in one movement. These start at ground level and end with riders jumping to a dirt shaped landing.	WT-0001-GL	6	6	20	$18,000.00
	WT-0002-GL	8	8	26	$20,700.00

Pumptrack Wall	PN	Height (ft)	Width (ft)	Angle of Change	List Price
Pumptrack Walls are built on top of a berm of a pump track. This feature allows more experienced riders to carry additional speed and have a more challenging option in the corner.	PTW-0001-GL	6	6	135 Deg	$18,000.00
	PTW-0002-GL	8	8	180 Deg	$22,500.00

Satellite Dish	PN	Height (ft)	Width (ft)	Length (ft)	List Price
The Satellite Dish is a unique feature that allows riders to jump in and out of a uniform dish. Dishes are paired with kickers and dirt shaped landings.	SD-0001-GL	20	20	20	$25,000.00

Landings	PN	Height (ft)	Width (ft)	Length (ft)	List Price
Landings are fabricated landing areas for jumps and other features. While a dirt shaped landing is usually preferred, these may be used in areas where fill dirt is not appropriate.	LZ-0001-GL	3	5	10	$2,200.00
	LZ-0002-GL	6	8	13	$2,750.00
	LZ-0003-GL	9	8	16	$3,437.50

Bench	PN	Height (ft)	Width (ft)	Length (ft)	List Price
Benches are great to include along trails and at the start of bike parks to give people a resting spot between activities.	BN-0001-GL	3	3	6	$2,200.00
	BN-0002-GL	3	3	10	$2,750.00

Bench - Curved	PN	Height (ft)	Width (ft)	Length (ft)	List Price
Curved Benches are great to include along trails and at the start of bike parks to give people a resting spot between activities.	BNC-0001-GL	3	3	6	$2,800.00

Bike Parking	PN	Height (ft)	Width (ft)		List Price
Bike Parking Rack allows for up to 6 bikes to be temporarily stored in one location.	BP-0001-GL	6	6		$2,500.00

****Parts in green form our bike park feature system, these parts bolt together to form unique features that can be customized to fit any terrain and location****

Flat Sections	PN	Height (ft)	Width (ft)	Length (ft)	List Price
Flat sections for bike park skinny features	F-0001-GL	1	1.5	6	$850.00
	F-0002-GL	1	3	6	$950.00
	F-0003-GL	1	6	6	$1,150.00
	F-0004-GL	2	1.5	6	$900.00
	F-0005-GL	2	3	6	$1,000.00
	F-0006-GL	2	6	6	$1,200.00
	F-0007-GL	3	1.5	6	$950.00
	F-0008-GL	3	3	6	$1,050.00
	F-0009-GL	3	6	6	$1,250.00
	F-0010-GL	1	1.5	10	$1,360.00
	F-0011-GL	1	3	10	$1,520.00

	F-0012-GL	1	6	10	$1,840.00
	F-0013-GL	2	1.5	10	$1,440.00
	F-0014-GL	2	3	10	$1,600.00
	F-0015-GL	2	6	10	$1,920.00
	F-0016-GL	3	1.5	10	$1,520.00
	F-0017-GL	3	3	10	$1,680.00
	F-0018-GL	3	6	10	$2,000.00

15 Degree Left Turn Flat Sections	PN	Height (ft)	Width (ft)	Deg of Turn	List Price
15 Degree Turn Flat Left for bike park skinny features	FL-15-0001-GL	1	1.5	15 Deg Left	$1,000.00
	FL-15-0002-GL	1	3	15 Deg Left	$1,025.00
	FL-15-0003-GL	1	6	15 Deg Left	$1,225.00
	FL-15-0004-GL	2	1.5	15 Deg Left	$1,050.00
	FL-15-0005-GL	2	3	15 Deg Left	$1,075.00
	FL-15-0006-GL	2	6	15 Deg Left	$1,275.00
	FL-15-0007-GL	3	1.5	15 Deg Left	$1,100.00
	FL-15-0008-GL	3	3	15 Deg Left	$1,125.00
	FL-15-0009-GL	3	6	15 Deg Left	$1,325.00

15 Degree Right Turn Flat Sections	PN	Height (ft)	Width (ft)	Deg of Turn	List Price
15 Degree Turn Flat Right for bike park skinny features	FR-15-0001-GL	1	1.5	15 Deg Right	$1,000.00
	FR-15-0002-GL	1	3	15 Deg Right	$1,025.00
	FR-15-0003-GL	1	6	15 Deg Right	$1,225.00
	FR-15-0004-GL	2	1.5	15 Deg Right	$1,050.00
	FR-15-0005-GL	2	3	15 Deg Right	$1,075.00

	FR-15-0006-GL	2	6	15 Deg Right	$1,275.00
	FR-15-0007-GL	3	1.5	15 Deg Right	$1,100.00
	FR-15-0008-GL	3	3	15 Deg Right	$1,125.00
	FR-15-0009-GL	3	6	15 Deg Right	$1,325.00

30 Degree Left Turn Flat Sections	PN	Height (ft)	Width (ft)	Deg of Turn	List Price
30 Degree Turn Flat Left for bike park skinny features	FL-30-0001-GL	1	1.5	30 Deg Left	$1,075.00
	FL-30-0002-GL	1	3	30 Deg Left	$1,100.00
	FL-30-0003-GL	1	6	30 Deg Left	$1,300.00
	FL-30-0004-GL	2	1.5	30 Deg Left	$1,125.00
	FL-30-0005-GL	2	3	30 Deg Left	$1,150.00
	FL-30-0006-GL	2	6	30 Deg Left	$1,350.00
	FL-30-0007-GL	3	1.5	30 Deg Left	$1,175.00
	FL-30-0008-GL	3	3	30 Deg Left	$1,200.00
	FL-30-0009-GL	3	6	30 Deg Left	$1,400.00

30 Degree Right Turn Flat Sections	PN	Height (ft)	Width (ft)	Deg of Turn	List Price
30 Degree Turn Flat Right for bike park skinny features	FR-30-0001-GL	1	1.5	30 Deg Right	$1,075.00
	FR-30-0002-GL	1	3	30 Deg Right	$1,100.00
	FR-30-0003-GL	1	6	30 Deg Right	$1,300.00
	FR-30-0004-GL	2	1.5	30 Deg Right	$1,125.00
	FR-30-0005-GL	2	3	30 Deg Right	$1,150.00

	FR-30-0006-GL	2	6	30 Deg Right	$1,350.00
	FR-30-0007-GL	3	1.5	30 Deg Right	$1,175.00
	FR-30-0008-GL	3	3	30 Deg Right	$1,200.00
	FR-30-0009-GL	3	6	30 Deg Right	$1,400.00

30 Degree Right Turn Banked Sections	PN	Height (ft)	Width (ft)	Deg of Turn	List Price
30 degree left turn with a 5 degree in-sloped bank	FL-30-5-0001-GL	1	1.5	30 Deg Left 5 Deg Tilt	$1,125.00
	FL-30-5-0002-GL	1	3	30 Deg Left 5 Deg Tilt	$1,150.00
	FL-30-5-0003-GL	1	6	30 Deg Left 5 Deg Tilt	$1,350.00
	FL-30-5-0004-GL	2	1.5	30 Deg Left 5 Deg Tilt	$1,175.00
	FL-30-5-0005-GL	2	3	30 Deg Left 5 Deg Tilt	$1,200.00
	FL-30-5-0006-GL	2	6	30 Deg Left 5 Deg Tilt	$1,400.00
	FL-30-5-0007-GL	3	1.5	30 Deg Left 5 Deg Tilt	$1,225.00
	FL-30-5-0008-GL	3	3	30 Deg Left 5 Deg Tilt	$1,250.00
	FL-30-5-0009-GL	3	6	30 Deg Left 5 Deg Tilt	$1,450.00

30 Degree Left Turn Banked Sections	PN	Height (ft)	Width (ft)	Deg of Turn	List Price
30 degree right turn with a 5 degree in-sloped bank	FR-30-5-0001-GL	1	1.5	30 Deg Right 5 Deg Tilt	$1,125.00
	FR-30-5-0002-GL	1	3	30 Deg Right 5 Deg Tilt	$1,150.00
	FR-30-5-0003-GL	1	6	30 Deg Right 5 Deg Tilt	$1,350.00
	FR-30-5-0004-GL	2	1.5	30 Deg Right 5 Deg Tilt	$1,175.00

	FR-30-5-0005-GL	2	3	30 Deg Right 5 Deg Tilt	$1,200.00
	FR-30-5-0006-GL	2	6	30 Deg Right 5 Deg Tilt	$1,400.00
	FR-30-5-0007-GL	3	1.5	30 Deg Right 5 Deg Tilt	$1,225.00
	FR-30-5-0008-GL	3	3	30 Deg Right 5 Deg Tilt	$1,250.00
	FR-30-5-0009-GL	3	6	30 Deg Right 5 Deg Tilt	$1,450.00

One Foot Ramp Section	PN	Height (ft)	Width (ft)	Height Change	List Price
Ramp features that raise or lower a section by one foot	RMP-1-0001-GL	1	1.5	0-1 Ft Ramp	$900.00
	RMP-1-0002-GL	1	3	0-1 Ft Ramp	$1,000.00
	RMP-1-0003-GL	1	6	0-1 Ft Ramp	$1,200.00
	RMP-1-0004-GL	2	1.5	1-2 Ft Ramp	$950.00
	RMP-1-0005-GL	2	3	1-2 Ft Ramp	$1,050.00
	RMP-1-0006-GL	2	6	1-2 Ft Ramp	$1,250.00
	RMP-1-0007-GL	3	1.5	2-3 FT Ramp	$1,000.00
	RMP-1-0008-GL	3	3	2-3 FT Ramp	$1,100.00
	RMP-1-0009-GL	3	6	2-3 FT Ramp	$1,300.00

Narrow Beam Section	PN	Height (ft)	Width (in)	Length (ft)	List Price
Narrow beam skinnies that connect to wider flat or corner sections	BK-0001-GL	0.5	6	3	$750.00
	BK-0002-GL	1	8	6	$900.00

End Plate Section	PN	Height (ft)	Width (ft)		List Price
End plates connect ramps to the ground surface	EP-0001-GL	0.5	1.5		$300.00
	EP-0002-GL	0.5	3		$600.00
	EP-0003-GL	0.5	6		$1,200.00

Rock intersections Section	PN	Height (ft)	Width (ft)		List Price
Rock Intersections are fabricated features that allow for connections of different segments with a natural appearing rock surface	RK-0001-GL	1	1.5		$600.00
	RK-0002-GL	1	3		$800.00
	RK-0003-GL	1	6		$1,000.00
	RK-0004-GL	2	1.5		$650.00
	RK-0005-GL	2	3		$850.00
	RK-0006-GL	2	6		$1,050.00
	RK-0007-GL	3	1.5		$700.00
	RK-0008-GL	3	3		$900.00
	RK-0009-GL	3	6		$1,100.00

City of Laredo

City Council

Meeting Date: 10/20/2025 **Consent Agenda 25.**

SUBJECT
Consideration for approval of the selection of the top ranked consultant for the RFQ FY25-ENG-57 Project Administration and Management Downtown Rail Corridor Safety Planning Project; and authorization to negotiate and award a professional services contract not to exceed $5,000,000.00. A total of (5) firms responded to the request for qualifications Tuesday, September 18, 2025, and the top (2) firms presented on September 30, 2025 to the evaluation committee.The committee recommends the selection of top ranked consultant HDR Engineering, Inc., San Antonio, Texas. There is no financial impact at this time.

1. HDR Engineering, Inc., San Antonio, Texas
2. RailPros, Inc., Irving, Texas
3. Patrick Engineering Inc, Chicago, Illinois
4. LJA Engineering, Inc., Laredo, Texas
5. Ardurra Group, Inc., Laredo, Texas

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):
Policy 4.14.2 “Pursue grade separations at key railroad crossings to improve safety and traffic flow.”
Policy 4.14.3 “Work with railroad companies to reduce conflicts between freight rail and city traffic, particularly downtown and near schools.”
Summary of alignment:
The Project Administration and Management of the Downtown Rail Corridor Safety Planning Project demonstrates strong alignment with the Viva Laredo Comprehensive Plan. The plan explicitly calls for rail safety improvements, grade separations, and partnerships with rail operators, all of which are embodied in this initiative.

PREVIOUS COUNCIL ACTION
On September 15, 2025, City Council approved Ordinance 2025-O-174 authorizing the City Manager to amend the City of Laredo FY2025 Capital Grant Fund to appropriate revenues and expenses in the amount of $5,000,000.00 for the Federal Railroad Administration (FRA) Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant for the Downtown Laredo Rail Corridor Safety Planning Project. The project is a highway-rail grade crossing improvement project to support planning activities for 31 at-grade crossings. The project includes development of construction documents to include installation, repair or improvement of grade separations, railroad crossing signals, gates and related technologies, highway traffic signalization, highway lighting and crossing approach signage, roadway improvements such as medians or other barriers, railroad crossing panels and surfaces and safety engineering improvements to reduce risk. The project includes two

grade separations, five crossing closures, nine crossing signal installations and roadway improvements including medians, and fifteen roadway-only improvements. Funding is available in the Capital Grants Fund.

On September 15, 2025, City Council approved Resolution 2025-R-235 authorizing the City Manager to ratify acceptance of a grant agreement in the amount of $4,000,000.00 from the US Department of Transportation Federal Railroad Administration (FRA), under the Consolidated Rail Infrastructure and Safety Improvement (CRISI) grant for the purpose of funding the preliminary planning, engineering and other work required for the subsequent applications for the grade crossing and grade separation improvements. Local match of $1,000,000.00 from Texas Mexican Railway Company and The Kansas City Southern Railway Company accepted via Resolution 2025-R-142. Grant Funding is on a reimbursement basis. Funding is available in the Capital Grants Fund.

On May 19, 2025, City Council approved Resolution 2025-R-142 authorizing the City Manager to ratify acceptance of a private partnership funding agreement in the amount of $1,000,000.00 from the Texas Mexican railway company (“TM”), a Texas statutory
corporation, and the Kansas City Southern Railway company (“KCRS”), a Missouri corporation qualified to do business in Texas (TM and KCRS together referred to herein as “CPKC’). This funding represents the 20% non-federal match for a US Department of Transportation Federal Railroad Administration (FRA) Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant in the amount of $4,000,000.00 80% for a total project cost of $5,000,000.00. Submission of this Funding Agreement will be used to further the awarding of the CRISI Grant.

On October 17, 2022, City Council approved Resolution 2022-R-178 authorizing the Interim City Manager to submit an application, in partnership with The Kansas City Southern Railway Company (KCS) for a planning grant in the amount of $4,000,000.00 to the U.S. Department of Transportation Federal Railroad Administration under the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program. Funding for this program will be for preliminary planning, engineering, and assessments of certain rail crossings where safety, efficiency, and reliability of intercity passenger and freight rail can be improved. Work completed through the funding program is required for the City to be eligible to pursue additional federal funding to move forward with construction of grade crossing and grade separation improvements in Laredo. Kansas City Southern Railway Company has committed to cover the required 20% federal match in the amount of $1,000,000.00 for a total project cost of $5,000,000.00.

BACKGROUND

The City of Laredo is accepting Statement of Qualifications (SOQs) from qualified firms interested in providing professional services for Project Management and Administration of the Downtown Laredo Rail Corridor Safety Planning Project. The Downtown Laredo Rail Corridor Safety Planning Project (Project) is a highway-rail grade crossing improvement project, including installation, repair, or improvement of grade separations, railroad crossing signals, gates, and related technologies, highway traffic signalization, highway lighting and crossing approach signage, roadway improvements such as medians or other barriers, railroad crossing panels and surfaces, and safety engineering improvements to reduce risk. The Project will support planning activities for 31 at-grade crossings in the City of Laredo, which will be improved through the construction of two grade separations, five crossing closures, nine crossing signal installations and roadway improvements, including medians, and 15 roadway-only improvements.

COMMITTEE RECOMMENDATION
NA

STAFF RECOMMENDATION
Approval of this motion.

Fiscal Impact

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

FINANCIAL IMPACT:
There is no financial impact at this time.

CITY OF LAREDO
Engineering Department
RFQ FY25-ENG-57

Project Administration and Management Downtown Rail Corridor Safety Planning Project

EVALUATION SCORING SHEET (Short list)

FINAL RANKINGS	
HDR Engineering, Inc, San Antonio, TX	1
RailPros, Inc, Irving, TX	2

EVALUATION COMMITTEE PRESENATION RANKINGS	Evaluator # 1	Evaluator # 2	Evaluator # 3	Evaluator # 4	Evaluator # 5
HDR Engineering, Inc	1	1	1	1	1
RailPros, Inc	2	2	2	2	2

Date: September 30, 2025

City of Laredo

City Council

Meeting Date: 10/20/2025 **Resolution 26.**

SUBJECT
A resolution of the City of Laredo, Texas, amending resolution No. 2024-R-256 to revise the third paragraph in order to update the description of the authorized use of funds related to the State Infrastructure Bank (SIB) Loan; providing for severability; and providing an effective date.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

PREVIOUS COUNCIL ACTION
On May 5, 2025, City Council approved Ordinance 23025-O-71 authorizing the City Manager to amend the City of Laredo FY2025 Capital Improvement Fund to accept and appropriate revenues in the amount of $8,500,000.00 for the State Infrastructure Bank Loan Agreement for the West Laredo Multimodal Trade Corridor - Phase II and Phase III. Funding will be allocated in the Capital Improvement Fund. Providing that this ordinance shall be cumulative; providing a severability clause; providing for publication; and declaring an effective date.

On April 7, 2025, City Council approved Resolution 2025-R-295 authorizing the amendments, revisions, and completion, and filing of an application for financial assistance from the State Infrastructure Bank in the amount of eight million five hundred thousand dollars and zero cents ($8,500,000.00);Authorizing City Manager to act on behalf of the City of Laredo in all matters relating to the participation, including the negotiation and execution of any resultant State Infrastructure Bank Loan Agreement; Authorizing City Manager to revise and amend such application, to request that the type of issuance be a “Direct Loan” under Section 222.0745 of the Texas Transportation Code, as amended.

On August 5, 2024, City Council approved a resolution authorizing the filing of an application for financial assistance from the State Infrastructure Bank in the amount of eight million five hundred thousand dollars and zero cents ($8,500,000.00) for West Laredo Multimodal Trade Corridor -Phase II (Flecha/Las Cruces Realignment Project) and West Laredo Multimodal Trade Corridor -Phase III (Calton Grade Separation Project).

On July 22, 2024, the City Council approved: (i) a Plan of Finance as presented by the City’s Financial Advisor, which included (among other things) the issuance of a series of Certificates of Obligations (the for (1) planning, constructing, improving and repairing streets, sidewalks, bridges and drainage improvements, together with acquisition, traffic

and street signalization, landscaping, and lighting improvements, (2) purchasing real property, materials, supplies, equipment, information technology, machinery, landscaping, land, and rights of way for authorized needs and purposes related to the aforementioned capital improvements and (3) paying legal, fiscal and engineering fees in connection with such projects, and (ii) Design and Engineering to be sold to TxDOT thru their State Infrastructure Bank program, and (ii) Resolution 2024-R-228, directing publication of notice of intention to issue the Certificates, in one or more series, in the maximum principal amount of $13,000,000.

BACKGROUND

The State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund. The City of Laredo deems it proper and in the best interest of the City to apply for a loan from the State Infrastructure Bank in the amount of $8,500,000.00, for the following purposes:(i) three million seven hundred thousand dollars and zero cents ($3,700,000.00) as the City's responsibility for all federal or non-state participation costs associated with the West Laredo Multimodal Trade Corridor -Phase II (Flecha/Las Cruces Realignment Project) -Advanced Funding Agreement (CSJ 0922-33-076) including any overruns in excess of the approved local project budget, and (ii) four million eight hundred thousand dollars and zero cents ($4,800,000.00) as City's responsibility for all non- federal or non-state participation costs associated with the West Laredo Multimodal Trade Corridor -Phase III (Calton Grade Separation Project) -Advanced Funding Agreement (CSJ 0922-33-093) including any overruns in excess of the approved local project budget (the On July 22, 2024, the City Council approved: (i) a Plan of Finance as presented by the Financial Advisor, which included (among other things) the issuance of a series of Certificates of Obligations (the for (1) planning, constructing, improving and repairing streets, sidewalks, bridges and drainage improvements, together with rights acquisition, traffic and street signalization, landscaping, and lighting improvements, (2) purchasing real property, materials, supplies, equipment, information technology, machinery, landscaping, land, and rights of way for authorized needs and purposes related to the aforementioned capital improvements and (3) paying legal, fiscal and engineering fees in connection with such projects, and (ii) Design and Engineering to be sold to TxDOT thru their State Infrastructure Bank program, and (ii) Resolution 2024-R-228, directing publication of notice of intention to issue the Certificates, in one or more series, in the maximum principal amount of $13,000,000. The City is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Approval of this resolution.

Fiscal Impact

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

FINANCIAL IMPACT:
No financial impact at this time.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LAREDO, TEXAS, AMENDING RESOLUTION NO. 2024-R-256 TO REVISE THE THIRD PARAGRAPH IN ORDER TO UPDATE THE DESCRIPTION OF THE AUTHORIZED USE OF FUNDS RELATED TO THE STATE INFRASTRUCTURE BANK (SIB) LOAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 5, 2024, the City Council adopted Resolution No. 2024-R-256, authorizing the submission of an application to the Texas Transportation Commission for a State Infrastructure Bank (SIB) loan to fund the City's participation in the West Laredo Multimodal Trade Corridor – Phase II (Flecha/Las Cruces Realignment) and Phase III (Calton Grade Separation) projects; and

WHEREAS, the City Council now desires to amend said resolution to clarify that the total SIB loan amount of Eight Million Five Hundred Thousand Dollars ($8,500,000.00) is allocated collectively for these projects without any internal breakdown of amounts;

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

Section 1. Amendment

The third paragraph of Resolution No. 2024-R-256 is hereby amended to read as follows:

"The City of Laredo is authorized to seek and obtain a State Infrastructure Bank loan in the amount of Eight Million Five Hundred Thousand Dollars ($8,500,000.00) to finance the City's non-federal and non-state participation costs, including any necessary overruns, for the West Laredo Multimodal Trade Corridor – Phase II and Phase III projects collectively, and to pledge ad valorem tax revenues or other legally available funds for repayment of said loan."

All other provisions of Resolution No. 2024-R-256 remain in full force and effect.

Section 2. Severability

If any section, subsection, clause, or phrase of this resolution is declared invalid, the remaining portions shall remain in effect.

Section 3. Effective Date

This resolution shall become effective immediately upon its passage and approval.

(SIGNATURE PAGE FOLLOWS)

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this ___ day of _____, 2025.

BY:_

_____
DR. VICTOR D. TREVIÑO,
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.,
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN,
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 10/20/2025 **Consent Agenda 27.**

SUBJECT
Consideration for approval of Amendment No. 2, an increase in the amount of $48,500.00 to the professional services contract with Cavazos Architects, Laredo, Texas, for the City of Laredo Fire Station No. 10 Fleet Annex Building to be located at 11015 McPherson Road, which will include additional architectural/engineering services, and other supplemental services. Current contract amount with this amendment is $377,695.00. Funding is available in the 2021A Certificate of Obligation Bonds.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):
Policy 7.2.1 “Invest in new and expanded fire and police stations in growing areas of the city to ensure timely response to emergencies.”
Policy 7.2.3 “Design public safety facilities to be cost-effective, resilient, and adaptable to future needs.”
Summary of alignment:
The Fire Station No. 10 Fleet Annex project demonstrates strong alignment with the Viva Laredo Comprehensive Plan. The plan emphasizes strategic investment in modern, resilient, and accessible public safety facilities. This amendment, which provides additional design services for cost reduction and code compliance, ensures that the fire station remains consistent with citywide safety and resilience objectives.

PREVIOUS COUNCIL ACTION
On February 20, 2024, City Council approved Amendment No. 1, an increase in the amount of $210,005.00 to the professional services contract with Cavazos Architects, Laredo, Texas, for the City of Laredo Fire Station No. 10 Fleet Annex Building to be located at 11015 McPherson Road, which will include additional architectural/engineering basic services, and other supplemental services. Current contract amount with this amendment is $329,195.00. Funding is available in the 2021A and 2023 Certificate of Obligation Bonds.
On November 28, 2022, City Council awarded a professional services contract to Cavazos Architects, Laredo, Texas, in the amount not to exceed $119,190.00 to provide basic services including schematic development, design development, construction documents, construction procurement, construction administration and supplemental services including surveying and civil engineering for the City of Laredo Fire Station No. 10 Fleet Annex Building to be located at 11015 McPherson Road. Contract time is for the duration of the project. Funding is available in the 2021A CO Bond.

BACKGROUND
The Architect recommends to redesign the exterior wall envelope and simplify facade articulation by

removing non-essential columns, arches, and trims from the design, in order to reduce the construction cost. The Design Team will also need to update the bid documents set to ensure compliance with 2021 codes, which were adopted by the City of Laredo in January of 2025.

Original Contract Amount (Awarded by City Council on November 28, 2022)	$ 119,190.00
Amendment No. 1 (Approved by City Council on February 20, 2024	$ 210,005.00
This Amendment No. 2	$ 48,500.00
Revised Contract Amount	$ 377,695.00

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of this motion.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	2021A CO Bond
Account #:	474-9878-535-9201
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the 2021A CO Bond account 474-9878-535-9201 with Project FD2101.

CAVAZOS ARCHITECTS

Proposal 2214-04

September 26, 2025

Mr. Eliud De Los Santos, P.E.
City Engineer – The City of Laredo
1110 Houston St.
Laredo, TX 78041
(956) 791-7346
edelossant@ci.laredo.tx.us

RE: FIRE STATION NO. 10 FLEET ANNEX REPAIR SHOP

Dear Mr. De Los Santos,

We appreciate the opportunity to continue our collaboration on the Fleet Annex Project, and we look forward to seeing this project through to completion.

Cavazos Architects (the "Architect") is pleased to submit this proposal (the "Proposal") to **The City of Laredo** (the "Client") for the services described in the Scope of Services section of this proposal. The Proposal shall be valid for a period of thirty (30) business days from the date above. Acceptance and execution thereafter shall be conditioned on Cavazos Architects' reaffirmation of the Proposal.

PROJECT SITE

Fire Station #10 property

11015 McPherson Road

Laredo TX 78045

CAVAZOS ARCHITECTS

PROJECT OVERVIEW

The Client put the project out for bids in August of 2024. Two bids were received, but the bids exceeded available funding for the project. The Client has now allocated additional funding for the project and wishes to solicit bids within the next several months.

The Architect recommends to redesign the exterior wall envelope and simplify façade articulation by removing non-essential columns, arches, and trims from the design, in order to reduce the construction cost. The Design Team will also need to update the bid documents set to ensure compliance with 2021 codes, which were adopted by the City of Laredo in January of 2025.

SCOPE OF SERVICES

1) **Redesign exterior envelope and exterior architectural features**
    a) Change wall assembly from brick veneer/metal stud backup to metal siding/batt insulation.
    b) Change roof from hip to gable structure.
    c) Delete columns, arches and trims from west and north facades
    d) Update all floor plans, building elevations, elevation details, building sections, section details, plan details, roof plan and roof details sheets.
    e) Update specifications booklet
2) **Review drawings for compliance with 2021 codes and incorporate necessary upgrades**
    a) Code review and code compliance upgrades as required (the local building codes have been updated to 2021 versions from 2018)
3) **Coordination**
    a) Coordination with MEP, Structural, & Civil Engineers will be included in this scope of services.
    b) The proposal assumes that no changes to the Civil Engineering design will be required. The extent of Civil Engineering in this scope of work is to stamp and seal their drawings.

CAVAZOS ARCHITECTS

PROJECT SCHEDULE

1) Revise Construction Documents: 4-6 weeks
2) This timeline is dependent upon our workload at the time that we have direction to proceed.

FEE PROPOSAL

1) The proposed fees listed below are flat fees, based on the scope of services as described in this proposal.
2) Any additional scope added to the project will necessitate an increase in our fees. The Architect shall request any increase before proceeding with the additional scope of work, and must be approved by the Client in writing before proceeding.

ARCHITECTURAL & ENGINEERING FEES	
Architectural, MEP, Structural, Code Review	$48,500.00
Civil Engineering	No additional fees
Total Fees:	**$48,500.00**

EXCLUSIONS

The following services are not included unless expressly authorized by the Owner:

1. IT/Security Consulting
2. Civil Engineering redesign/revisions
3. Surveying
4. Traffic Engineering/Consulting
5. Acoustical Consulting
6. Furniture/Artwork Selections

7. Materials Testing & Balancing
8. Geotechnical Engineering/Soils Testing
9. Environmental Surveying/Engineering (ACBM)
10. Permitting Fees
11. Landscape & Irrigation Design
12. Renderings/marketing drawings

ADDITIONAL SERVICES

Any additional consultants not listed as part of Basic or Supplemental Services will be considered additional services. Compensation will be computed as a multiple of 1.10 times the outside consultant's fees and billed to correspond to the percentage of work completed for the additional service.

- Any other additional services will be executed only upon Owner approval and be billed hourly according to the following schedule:
  a) Principal: $300/hour
  b) Project Manager: $225/hour
  c) Associate Architect: $150/hour

REIMBURSABLE EXPENSES

Compensation for reimbursable expenses will be computed as a multiple of 1.10 times the costs incurred. Reimbursable Expenses shall include:

- Printing, binding, & shipping costs of GMP Documents, Construction Documents.
- Travel expenses
- TDLR review and inspection fees
- Texas Accessibility Standards registration, review & inspection fees.

CAVAZOS ARCHITECTS

Upon acceptance of these fees and services, Cavazos Architects requests a signed copy of this letter to be returned to our office. The fees and services in this agreement are valid for a period of thirty (30) days from the issue date. We appreciate the opportunity to provide these services. If you have any questions, please do not hesitate to contact me by phone at (956) 337-2266.

Sincerely yours,

Guillermo J. Cavazos, Jr., AIA, LEED AP BD+C
Principal-in-Charge
Cavazos Architects

Accepted by:

Signature: _____ _____ Date: _____

Name/Title: _____

City of Laredo

City Council

Meeting Date: 10/20/2025 **Consent Agenda 28.**

SUBJECT
Consideration to award a construction contract to the lowest, responsible, responsive bidder DSG Solutions, LLC, Laredo, Texas in the amount not to exceed $105,940.00 for FY25-ENG-54 Los Martinez Park Light Poles Project for the total base bid including a $10,000.00 contingency allowance. Construction contract time is 90 working days. Funding is available in Community Development Fund- 2021/2022 Grant, Parks Recreation Fund, and 2021-A Certificate of Obligation Bond - District 7 Priority Funds.

1. DSG Solutions, LLC, Laredo, Texas
   Total Base Bid: $105,940.00
2. Royal Contractors, Inc., Laredo, Texas
   Total Base Bid: $164,900.00
3. Zertuche Construction Texas LLC, Laredo, Texas
   Total Base Bid: $137,333.00
4. CID Group, Inc., Laredo, Texas
   Total Base Bid: $275,224.00
5. Midas Contractors, LLC, Laredo, Texas
   Total Base Bid: $313,500.00
6. ABBA Construction, LLC, Laredo, Texas
   Total Base Bid: $333,500.00
7. HDL Construction, LLC, Laredo, Texas
   Total Base Bid: $5,858,000.00

Refer to attached letter of recommendation.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):
Policy 7.10.1 - Maintain and upgrade recreational facilities to meet current safety standards and recreational needs.
Policy 7.10.2 - Improve existing recreational facilities in older neighborhoods to increase access to quality parks and sports amenities.
Policy 6.22.4 - Design and build city facilities that are resource-efficient, sustainable, and promote long-term cost savings.
Summary of alignment:
The Los Martinez Park Light Poles Project demonstrates strong alignment with the Viva Laredo Comprehensive Plan by directly fulfilling policies aimed at maintaining and improving recreational infrastructure, enhancing public safety, and advancing sustainability in public facility upgrades.

By installing energy-efficient LED lighting at Los Martinez Park, the project contributes to broader citywide objectives including public health and safety, equitable access to recreation, energy efficiency, and neighborhood revitalization. The improvements foster a more inclusive and secure public space while aligning with the plan's long-term goals for resilient and sustainable community development.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
This project consists of installing twenty (20) light poles 20ft height. The pole shaft being fabricated from a weldable grade carbon steel structural tubing, 4" x 20ft square straight dark bronze, and shall conform to ASTM A500 Grade C, with a 24" diameter concrete foundation with a minimum of 10ft depth, with twenty (20) 150W LED dark bronze light fixtures, trenching around perimeter of sidewalks, coordination with AEP for new electrical service, and any subsidiary work at Los Martinez Park located at the intersection of Markley Lane and Marco Drive.

Construction contract time for the project is ninety (90) working days.

A total of four (7) electronic bids were received at the City Secretary's office on Tuesday, October 7, 2025 at 4:00 P.M. which were publicly opened, read and taken under advisement on Wednesday, October 8, 2025 at 10:00 A.M.

Contractor	Total Base Bid Including Contingency Allowance
DSG Solutions, LLC	$105,940.00
Royal Contractors, Inc.	$164,900.00
Zertuche Construction Texas LLC	$137,333.00
CID Group, Inc	$275,224.00
Midas Contractors, LLC	$313,500.00
ABBA Construction, LLC	$333,500.00
HDL Construction, LLC	$5,858,000.00

Based on our evaluation of the bids, the City of Laredo Engineering Department recommends that this project be awarded to DSG Solutions, LLC with that bid being determined the lowest responsible, responsive bidder of the seven submitted for our consideration in the amount not to exceed $105,940.00 which includes the base bid and a $10,000.00 contingency allowance. Bid tabulation is attached for your review.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of this motion.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Various
Account #:	Various
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the following accounts:

District 7-Park Imp. (48th 2022)	211-9480-535-1458	D72403	$67,344.00
District 7-Park Imp. (47th 2021)	211-9380-535-1458	D72403	$1,435.50
Parks	248-3115-553-2010		$12,160.50
District Priority Funds	474-3118-555-9301	DF2405	$25,000.00

Total: $105,940.00

CITY OF LAREDO

ENGINEERING DEPARTMENT

October 9, 2025

Joseph Neeb
City Manager
1110 Houston St.
Laredo, Texas 78040

SUBJECT: FY25-ENG-54 Los Martinez Park Light Poles – District VII

Dear Mr. Neeb,

Pursuant to the seven (7) bids (six electronic and one physical) received at the City Secretary's office on Tuesday, October 7, 2025 at 4:00 P.M. which were publicly opened, read and taken advertisement on Wednesday, October 8, 2025 at 10:00 A.M.

Based on our evaluation of the bids, the City of Laredo Engineering Department recommends that this project be awarded to **DSG Solutions, LCC** with that bid being determined the lowest responsible, responsive bidder of the seven submitted for our consideration in the amount not to exceed **$105,940.00** which includes a $10,000.00 contingency allowance. Bid tabulation is attached for your review.

Please feel free to contact Mr. Eliud De Los Santos, P.E. at edelossant@ci.laredo.tx.us or by phone at (956) 791-7346.

Favio R. Rodriguez, P.E.
Civil Engineer II

Jose A. Valdez, Jr., Assistant City Manager
jvaldez5@ci.laredo.tx.us

Steve E. Landin, CPM, Assistant City Manager
slandin@ci.laredo.tx.us

Los Martinez Park Light Poles
FY25-ENG-54

Mr. De Los Santos,

Thursday, October 9, 2025

On Tuesday October 7, 2025 at 4:00 P.M., the City of Laredo Secretary's Office received two formal bids for the above referenced project and through Cit-E-Bid, that were opened on Thursday October 8, 2025 at 10:00 A.M., and registered as follows:

BID TABULATION				#1 DSG Solutions, LLC Laredo, TX		#2 Royal Contractors, Inc. Laredo, TX		#3 Zertuche Construction Texas LLC Laredo, TX		#4 CID Group Inc. Laredo, TX		#5 Midas Contractors, LLC Laredo, TX		#6 ABBA Construction, LLC Laredo, TX		#7 HDL Construction, LLC Laredo, TX		Engineer's Calculated Price	
				Bid Bond: YES		Bid Bond: YES		Bid Bond: YES		Bid Bond: YES		Bid Bond: YES		Bid Bond: YES		Bid Bond: YES			
				Addendum #2: YES		Addendum #2: YES		Addendum #2: YES		Addendum #2: YES		Addendum #2: YES		Addendum #2: YES		Addendum #2: YES			
				Electronic Bid		Electronic Bid		Electronic Bid		Electronic Bid		Electronic Bid		Electronic Bid		Electronic Bid			
No.	Qty	Unit	Description of item	Bid Unit Price	Bid Total Price	Bid Unit Price	Bid Total Price	Bid Unit Price	Bid Total Price	Bid Unit Price	Bid Total Price	Bid Unit Price	Bid Total Price	Bid Unit Price	Bid Total Price	Bid Unit Price	Bid Total Price	Bid Unit Price	Bid Total Price
1.0 BASE BID																			
1.1	20	EA	Construction and Installing of all labor, equipment, tools, and material for the construction of twenty (20) light poles 20ft height fabricated from weldable grade carbon steel structural tubing equal or equivalent to ASTM A500 Grade C. The pole shaft will consist of a full length longitudinal resistance weld, uniformly square cross-section with flat sides, small corner radii and excellent torsional properties, four properly sized stainless steel anchor bolts per pole as per city specifications, to include all labor materials, ROW permit, mobilization, tools, equipment, traffic control, material testing, etc. Complete in place.	$987.00	$19,740.00	$2,250.00	$45,000.00	$5,424.20	$108,484.00	$7,931.00	$158,620.00	$5,000.00	$100,000.00	$9,250.00	$185,000.00	$155,000.00	$3,100,000.00	$2,000.00	$40,000.00
1.2	20	EA	Furnish all labor, equipment, and material to Construct twenty (20) 24" diameter concrete foundations of 3600 psi strength, with a minimum of 10 ft depth which will have 12" minimum of the round base above subgrade level. Clearing and Grubbing, and Haul Off as per city specifications, to include all labor materials, tools, etc. Complete in place	$960.00	$19,200.00	$1,780.00	$35,600.00	$3,137.56	$62,751.20	$2,041.40	$40,828.00	$5,000.00	$100,000.00	$4,500.00	$90,000.00	$61,500.00	$1,230,000.00	$2,500.00	$50,000.00
1.3	20	EA	Furnish all labor, equipment, and material for the installation of twenty (20) light fixtures ESX1 LED P4 50K R3 or equivalent as per city specifications, to include all labor materials, tools, pavement, etc. Complete in place	$850.00	$17,000.00	$640.00	$12,800.00	$548.34	$10,966.80	$910.40	$18,208.00	$5,000.00	$100,000.00	$2,000.00	$40,000.00	$75,000.00	$1,500,000.00	$500.00	$10,000.00
1.4	1	LS	Coordination with AEP for new electrical service along the intersection of Marco Dr and Markley Ln. Provide MEP services, and any other requirements to complete this activity, furnish all labor, equipment, Regrade and Haul Off to install underground cable for service to the light poles as per city specifications, to include all labor materials, tools, pavement, etc.	$40,000.00	$40,000.00	$61,500.00	$61,500.00	$5,131.00	$5,131.00	$47,568.00	$47,568.00	$3,500.00	$3,500.00	$8,500.00	$8,500.00	$18,000.00	$18,000.00	$20,000.00	$20,000.00
1.5	1	EA	**Contingency Allowance**	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
			TOTAL		$105,940.00		$164,900.00		$197,333.00		$275,224.00		$313,500.00		$333,500.00		$5,858,000.00		$130,000.00
2.0 DEDUCTIVE ALTERNATIVE																			
2.1	10	EA	Construction and Installing of all labor, equipment, tools, and material for the construction of ten (10) light poles 20ft height fabricated from weldable grade carbon steel structural tubing equal or equivalent to ASTM A500 Grade C. The pole shaft will consist of a full length longitudinal resistance weld, uniformly square cross-section with flat sides, small corner radii and excellent torsional properties, four properly sized stainless steel anchor bolts per pole as per city specifications, to include all labor materials, ROW permit, mobilization, tools, equipment, traffic control, material testing, etc. Complete in place.	$987.00	$9,870.00	$2,250.00	$22,500.00	$1,962.89	$19,628.98	$7,931.00	$79,310.00	$4,000.00	$40,000.00	$9,250.00	$92,500.00	$120,000.00	$1,200,000.00	$2,000.00	$20,000.00
2.2	10	EA	Furnish all labor, equipment, and material to Construct ten (10) 24" diameter concrete foundations of 3600 psi strength, with a minimum of 10 ft depth which will have 12" minimum of the round base above subgrade level. Clearing and Grubbing, and Haul Off as per city specifications, to include all labor materials, tools, etc. Complete in place	$960.00	$9,600.00	$1,780.00	$17,800.00	$1,605.47	$16,054.70	$2,041.40	$20,414.00	$4,000.00	$40,000.00	$4,500.00	$45,000.00	$35,000.00	$350,000.00	$2,500.00	$25,000.00
2.3	10	EA	Furnish all labor, equipment, and material for the installation of ten (10) light fixtures ESX1 LED P4 50K R3 or equivalent as per city specifications, to include all labor materials, tools, pavement, etc. Complete in place	$850.00	$8,500.00	$640.00	$6,400.00	$447.84	$4,478.40	$910.40	$9,104.00	$4,000.00	$40,000.00	$2,000.00	$20,000.00	$40,000.00	$400,000.00	$500.00	$5,000.00
			TOTAL DEDUCTIVE ALTERNATE		$27,970.00		$46,700.00		$40,162.08		$108,828.00		$120,000.00		$157,500.00		$1,950,000.00		$50,000.00

	#1 DSG Solutions, LLC Laredo, TX	#2 Royal Contractors, Inc. Laredo, TX	#3 Zertuche Construction Texas LLC Laredo, TX	#4 CID Group Inc. Laredo, TX	#5 Midas Contractors, LLC Laredo, TX	#6 ABBA Construction, LLC Laredo, TX	#7 HDL Construction, LLC Laredo, TX	Engineer's Calculated Price
TOTAL BASE BID	$105,940.00	$164,900.00	$197,333.00	$275,224.00	$313,500.00	$333,500.00	$5,858,000.00	$130,000.00
TOTAL MINUS DEDUCTIVE ALTERNATIVE	$77,970.00	$118,200.00	$157,170.92	$166,396.00	$193,500.00	$176,000.00	$3,908,000.00	$80,000.00

Errors by Contractor and Corrections by Engineer (Explanation by Engineer)	No Errors Found	No Errors Found	No Errors Found	No Errors Found	No Errors Found	No Errors Found	No Errors Found	No Errors Found

SECTION A-5

BID PROPOSAL

To: The City of Laredo, Texas

Honorable Dr. Victor D. Treviño, Mayor

From: DSG Solutions, LLC
Contractor
104 S. Aviators Rd.
Address: Laredo, TX 78043
Phone: (956) 276-8111

Project:
FY25-ENG-54
Los Martinez Park Light Poles

Pursuant to Notice to Bidders, the undersigned bidder hereby proposes to furnish the labor, materials, and equipment in accordance with the plans and specifications, general conditions of the agreement, special provisions of the Agreement, and Addenda, if any. The bidder binds himself upon acceptance of his proposal to execute a contract and bonds accompanying form of performing and completing the said work within the time stated as required by the detailed specifications at the following unit prices. The quantities shown below are based on the Engineer's estimate of quantities and it is agreed that the quantities may be increased or diminished, and may be considered necessary in the opinion of the City of Laredo, Texas to complete the work fully as planned and contemplated, and that all quantities of work, either increased or decreased, are to be performed at the unit prices set forth below (except as provided in the General Conditions of the Agreement or the specifications, the contract documents).

Acknowledgment of Addenda: (Please initial and date):

Addendum No. 1: 9/19/25 R & J
Addendum No. 2: 9/25/25 RCS
Addendum No. 3: _____
Addendum No. 4: _____
Addendum No. 5: _____
Addendum No. 6: _____
Addendum No. 7: _____
Addendum No. 8: _____

Acknowledgment of Addenda: (Please initial and date):
Wage Determination: 10/7/25 R CS
Labor Provisions: 10/7/25 R C.S
Affirmative Action Program: 10/7/25

Project:
FY25-ENG-54
Los Martinez Park Light Poles

Form of Non-Collusive Affidavit:

A F F I D A V I T

STATE OF TEXAS {}
COUNTY OF WEBB {}

being first duly sworn, deposes and says
That he is Ruben Cantu, Jr. - DSG Solutions, LLC
(a Partner of Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of (Print and Sign)
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

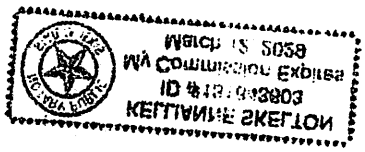
Subscribed and sworn before me this 7th day of October, 2025

Notary Public

My Commission expires

March 12, 2029

KELLIANNE SKELTON
ID #131643603
My Commission Expires
March 12, 2029



INFORMATION FROM BIDDERS
MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL

Project:
FY25-ENG-54
Los Martinez Park Light Poles

Statement of Qualifications: (Similar Projects Completed by Bidder)

1.00 Name of Project: Alcoa Baseball Field Improvements - Val Verde County, TX
Value of Contract: $396,682.00
Date Completed: February 2023

2.00 Name of Project: Vestal Park Soccer Field
Value of Contract: $93,500.00
Date Completed: October 2024

3.00 Name of Project: City of Laredo Traffic Signal Maintenance
Value of Contract: $300,000.00
Date Completed: December 2024

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

Ruben Cantu, Jr. - Master Electrician
30 years experience

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

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

Project:
FY25-ENG-54
Los Martinez Park Light Poles

Proposed Progress Schedules:

Electrical Service 20 days
Pole Foundations 20 days
Underground Wiring 40 days
Light Pole Installation 10 days

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

Freightliner M2 Auger Truck, Vermeer D20X22 Navigator HDD, Ford 550 Bucket Trucks
All located at our yard in Laredo, TX

We currently have all the following equipment available if needed:
Caterpillar Backhoe Loaders, Vactron LP873XDT, Vermeer - Horizontal Directional Drill, Vermeer - Ride on Trencher, Compact Track Loader - Skid Steers, Mini Excavators, Caterpillar Telehandler TL1255 12000lb, JLG Forklift Variable Reach G12-55A 12000lb, BOSS JCB S1930E Scissor Lift, Yale GP050UX Forklift, Ford F550 Bucket Trucks, Freightliner M2 Auger Truck, McLaughlin VPT200 2" piercing tool

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

City Ready Mix Concrete Supplier
CED Laredo for Lighting

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

CITY OF LAREDO
ENGINEERING DEPARTMENT
BID SCHEDULE
FY25-ENG-54
Los Martinez Park Light Poles

	Base Bid	Quantity	Unit	Total Price
1.00	Light Poles			
1.1	Construction and Installing of all labor, equipment, tools, and material for the construction of twenty (20) light poles 20ft height fabricated from weldable grade carbon steel structural tubing equal or equivalent to ASTM A500 Grade C. The pole shaft will consist of a full length longitudinal resistance weld, uniformly square cross-section with flat sides, small corner radii and excellent torsional properties, four properly sized stainless steel anchor bolts per pole as per city specifications, to include all labor materials, ROW permit, mobilization, tools, equipment, traffic control, material testing, etc. Complete in place.	20	EA $987.00	$19,740.00
1.2	Furnish all labor, equipment, and material to Construct twenty (20) 24" diameter concrete foundations of 3600 psi strength, with a minimum of 10 ft depth which will have 12" minimum of the round base above subgrade level. Clearing and Grubbing, and Haul Off as per city specifications, to include all labor materials, tools, etc. Complete in place	20	EA $960.00	$19,200.00
1.3	Furnish all labor, equipment, and material for the installation of twenty (20) light fixtures ESX1 LED P4 50K R3 or equivalent as per city specifications, to include all labor materials, tools, pavement, etc. Complete in place	20	EA $850.00	$17,000.00
1.4	Coordination with AEP for new electrical service along the intersection of Marco Dr and Markley Ln. Provide MEP services, and any other requirements to complete this activity, furnish all labor, equipment, Regrade and Haul Off to install underground cable for service to the light poles as per city specifications, to include all labor materials, tools, pavement, etc. Complete in place	1	LS	$40,000.00
1.50	$10,000 Contingency Allowance	1	LS	$ 10,000.00
			Total	$105,940.00

Total Base Bid Written in Words: One hundred five thousand nine hundred forty dollars and 0/100

2.00	DEDUCTIVE ALTERNATIVE			
2.1	Construction and Installing of all labor, equipment, tools, and material for the construction of ten (10) light poles 20ft height fabricated from weldable grade carbon steel structural tubing equal or equivalent to ASTM A500 Grade C. The pole shaft will consist of a full length longitudinal resistance weld, uniformly square cross-section with flat sides, small corner radii and excellent torsional properties, four properly sized stainless steel anchor bolts per pole as per city specifications, to include all labor materials, ROW permit, mobilization, tools, equipment, traffic control, material testing, etc. Complete in place.	10	EA -987.00	-$9,870.00
2.2	Furnish all labor, equipment, and material to Construct ten (10) 24" diameter concrete foundation of 3600 psi strength, with a minimum of 10 ft depth which will have 12" minimum of the round base above subgrade level. Clearing and Grubbing, and Haul Off as per city specifications, to include all labor materials, tools, etc. Complete in place	10	EA -960.00	-$9,600.00
2.3	Furnish all labor, equipment, and material for the installation of ten (10) light fixtures ESX1 LED P4 50K R3 or equivalent as per city specifications, to include all labor materials, tools, pavement, etc. Complete in place	10	EA -850.00	-8,500.00
			Total	-$27,970.00

Total Additive Alternates Written in Words: Deduct twenty seven thousand nine hundred seventy dollars and 0/100

DSG Solutions, LLC
Contractor

Signature

Master Electrician
Title

104 S. Aviators Road	Laredo, TX	78043
Address	City/State	ZIP

Telephone Number: (956) 276-8111

Date: October 7, 2025

NOTE 1: ALL BID ITEMS WILL BE PAID FOR WHEN COMPLETE IN PLACE, TESTED, AND ACCEPTED BY THE OWNER

NOTE 2: THE CITY OF LAREDO RESERVES THE RIGHT TO AWARD THE BASE BID OR ANY OF THE ALTNERATE BIDS LISTED ABOVE TO REJECT ALL BIDS IF FUNDINGS IS NOT AVAILABLE.

General notes:

1. All bid items will be paid for when complete, in place, tested and accepted by the City of Laredo.

2. The City of Laredo reserves the right to award the base bid or any of the alternate bids listed above or reject all bids if funding is not available.

3. The successful bidder/contractor shall coordinate at all times during construction with the City of Laredo Engineering Department and Parks & Recreation Department.

City of Laredo

City Council

Meeting Date: 10/20/2025 **Resolution 29.**

SUBJECT
Discuss and take action on a resolution authorizing defeasance and redemption of a portion of the City's outstanding Combination Tax and Revenue Certificates of Obligation, Series 2015 and other related matters.

PREVIOUS COUNCIL ACTION
On 09/15/2025 city council authorized the issuance of several debt instruments to support municipal initiatives. In addition, city council approved the issuance of a general obligation refunding bond series 2025, to refinance existing debt obligations to achieve savings. Also, the Plan of Finance Presentation by Estrada-Hinojosa & Co. was approved by city council on 07/21/2025.

BACKGROUND
The Plan of Finance presentation approved by City Council on 07/21/2025, outlined the bonds that would be refunded, to include the 2015 CO.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this resolution.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	N
Source of Funds:	Debt Service Fund
Account #:	302
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding for the creation of the escrow account will be from unspent proceeds from the 2015 Combination Tax and Revenue Bond.

City of Laredo

City Council

Meeting Date: 10/20/2025 **Consent Agenda 30.**

SUBJECT
Consideration to approve the purchase of two (2) Road Rescue Ram 550 4x2 Ambulance Remounts from Medic Built, Kennedale, TX, in the amount of $508,942.48 through the HGAC Cooperative Purchasing Program #AM10-23. Funding is available in the 2024 Certificate of Obligation Bond.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies): Access to Health Care, Goal 7.8, Policy 7.8.3
Summary of alignment: Purchasing new ambulance remounts allows for improved community access to medical care.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Road Rescue Remount x 2 - Ram 550 4x2, White
Remount Unit #289 and #312 (Replacements for 9107 and 9110).
Includes shipping, graphics, installation of power load, vehicle inventory tax, and registration/inspection.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this purchase.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	2024 CO Bond
Account #:	477-2410-525-9004
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
477-2410-525-9004
Project #: FD2204

SALES AGREEMENT

PLEASE ENTER MY ORDER FOR THE FOLLOWING: Laredo Fire Department

Remount Unit 312

YEAR 2025 **MAKE/MODEL** Ram 5500 4x2 **COLOR** White HGAC Contract # AM10-23

TO BE DELIVERED ON/ABOUT **VIN** Not Available

VEHICLE DESCRIPTION		
Road Rescue Remount	$	250,000.00
Shipping	Inc	
Graphics	Inc	
Install Powerload	$	1,000.00
Total Ambulance	$	251,000.00
Total	$	251,000.00
Tax		
Vehicle Inventory Tax	$	467.50
TITLE APPLICATION FEE:		
REGISTRATION:		
STATE INSPECTION:		
TOTAL	$	251,467.50
DOWN PAYMENT/TRADE IN	$	-
HGAC Fee	$	1,000.00
BALANCE DUE X2	$	252,467.50

8/28/2025

Provider Laredo Fire Department
ADDRESS: 616 E Delmar Blvd
CITY/STATE/ZIP: Laredo, TX
CONTACT: Edgar Martinez
PHONE: 956-236-4548
FAX:
Email : emartine10@ci.laredo.tx.us

TRADE IN INFORMATION: N/A

MAKE **YEAR:**
MODEL: **BODY STYLE:**
MILEAGE:
VIN#
Trade In

The front of this order comprises the entire agreement affecting this purchase and no other agreement or understanding of any other nature has been made or entered into, or will be recognized. I have read the matter printed and agree to it as part of this order the same as if it were printed above my signature I certify that I am 18 years or older and hereby acknowledge receipt of a copy of this order. Southwest Ambulance Sales hereby expressly disclaims all warranties either express or implied, including any implied warranty or merchantability or fitness for a particular purpose and Southwest Ambulance Sales neither assumes nor authorizes any other person to assume to it any liability in connection with the sale of the vehicle.

PURCHASER_____

SALESMAN_____

MEDIC BUILT

SALES AGREEMENT

PLEASE ENTER MY ORDER FOR THE FOLLOWING: Laredo Fire Department

Remount Unit 289

YEAR 2025 **MAKE/MODEL** Ram 5500 4x2 **COLOR** White HGAC Contract # AM10-23

TO BE DELIVERED ON/ABOUT **VIN** Not Available

VEHICLE DESCRIPTION		
Road Rescue Remount	$	254,000.00
Shipping	Inc	
Graphics	Inc	
Install Powerload	$	1,000.00
Total Ambulance	$	255,000.00
Total	$	255,000.00
Tax		
Vehicle Inventory Tax	$	474.98
TITLE APPLICATION FEE:		
REGISTRATION:		
STATE INSPECTION:		
TOTAL	$	255,474.98
DOWN PAYMENT/TRADE IN	$	-
HGAC Fee	$	1,000.00
BALANCE DUE X2	$	256,474.98

8/28/2025

Provider Laredo Fire Department
ADDRESS: 616 E Delmar Blvd
CITY/STATE/ZIP: Laredo, TX
CONTACT: Edgar Martinez
PHONE: 956-236-4548
FAX:
Email : emartine10@ci.laredo.tx.us

TRADE IN INFORMATION: N/A

MAKE **YEAR:**
MODEL: **BODY STYLE:**
MILEAGE:
VIN#
Trade In

The front of this order comprises the entire agreement affecting this purchase and no other agreement or understanding of any other nature has been made or entered into, or will be recognized. I have read the matter printed and agree to it as part of this order the same as if it were printed above my signature I certify that I am 18 years or older and hereby acknowledge receipt of a copy of this order. Southwest Ambulance Sales hereby expressly disclaims all warranties either express or implied, including any implied warranty or merchantability or fitness for a particular purpose and Southwest Ambulance Sales neither assumes nor authorizes any other person to assume to it any liability in connection with the sale of the vehicle.

PURCHASER_____

SALESMAN_____

City of Laredo

City Council

Meeting Date: 10/20/2025 **Consent Agenda 31.**

SUBJECT
Consideration to approve the purchase of two (2) Stretchers, High-Configured Power Pro 2, and two (2) Power Load systems from Stryker, LLC, Chicago, IL, in the amount of $121,439.18, through the Sourcewell contract #041823. Funding is available in the 2022 and 2024 Certificate of Obligation Bond.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies): Access to Health Care, Goal 7.8, Policy 7.8.3
Summary of alignment: The purchase of the stretchers is to equip the ambulance remounts.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Power Pro 2, High-Configured Stretchers at $30,102.08 per unit.
MTS Power Load Systems at $29,867.88 per unit.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this purchase.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	2022 & 2024 CO Bond
Account #:	475 2410 525 9001 & 477 2410 525 9001
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Accounts:
475-2410-525-9001 $63,176.00, 477-2410-525-9001 $58,264.00. Project: FD2401.

stryker

Both Remounts - Sourcewell 041823-STY

Quote Number:	11184980	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1		
Prepared For:	LAREDO FIRE DEPT	Rep:	Jack Scarborough
	Attn:	Email:	jack.scarborough@stryker.com
		Phone Number:	
Quote Date:	09/29/2025		
Expiration Date:	12/28/2025		

Delivery Address		**Sold To - Shipping**		**Bill To Account**	
Name:	LAREDO FIRE DEPT	Name:	LAREDO FIRE DEPT	Name:	CITY OF LAREDO
Account #:	20009634	Account #:	20009634	Account #:	20127527
Address:	616 E DEL MAR BLVD	Address:	616 E DEL MAR BLVD	Address:	POBox 210
	LAREDO		LAREDO		LAREDO
	Texas 78041-2420		Texas 78041-2420		Texas 78042-0210

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD	2	$29,867.88	$59,735.76
2.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	2	$30,102.08	$60,204.17
			Equipment Total:		$119,939.92

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Shipping and Handling:	$1,499.26
Grand Total:	$121,439.18

Comments:

City of Laredo Sourcewell #20319

Prices: In effect for 30 days

Terms: Net 30 Days

Both Remounts - Sourcewell 041823-STY

Quote Number:	11184980	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1		
Prepared For:	LAREDO FIRE DEPT	Rep:	Jack Scarborough
	Attn:	Email:	jack.scarborough@stryker.com
		Phone Number:	
Quote Date:	09/29/2025		
Expiration Date:	12/28/2025		

Shipping & Handling Includes:
Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

City of Laredo

City Council

Meeting Date: 10/20/2025 **Consent Agenda 32.**

SUBJECT
Consideration to renew annual service contracts FY24-103 with the following vendors:

1). R&S Inspection Center, Laredo, TX in an annual amount up to $30,000.00 and $60,000.00 for the remainder of the contract term;

2). Rotex Truck Center, Laredo, TX in an annual amount up to $20,000.00 and $40,000.00 for the remainder of the contract term;

to provide safety inspection services for all Non-DOT and DOT medium size fleet vehicles. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be extended for two additional one-year periods, upon mutual agreement of the parties. All services will be purchased on an as needed basis. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION
Approved a one-year contract on 11/18/24.

BACKGROUND
This contract establishes pricing for providing safety inspection services for all of the City's Non-DOT and DOT medium size fleet vehicles. There was no price increase during the last extension period. This is the first of three extension periods. All services will 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. This contract will be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Award Summary:

Description	Rotex Truck Center Unit Price	R&S Inspection Center Unit Price
Vehicle Inspection Services (Non-DOT)	$ 7.00	$ 7.00
Vehicle Inspection Services (DOT)	$ 40.00	$40.00
Minor Repairs (light bulbs, fuses, wiper blades, and minor electrical repairs not to exceed (Non-DOT)	$125.00	$125.00
Minor Repairs (light bulbs, fuses, wiper blades, and minor electrical repairs not to exceed (Non-DOT)	$350.00	$350.00

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year:	2026.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593-2810-533-2080.
Change Order: Exceeds 25% Y/N:	No.

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, these contracts become null and void.

City of Laredo
Purchasing Division

RENEWAL NOTICE

September 9, 2025

Mr. Robert Rosas
Rotex Truck Center
11802 Sara Road
Laredo, Texas 78045

Re: FY24-103 Light Duty & Medium Size Vehicle Safety Inspection Services
Fleet Department
Extension I

Dear Mr. Rosas,

This is to inform you that the contract FY24-103 which was approved by the City Council on November 18, 2024 is up for renewal. This is the first of three 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 renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Rotex Truck Center

Request a contract extension: X Not request a contract extension: _____

Authorized Signature: _____

Print Name: RICHARD ROSAS

Date: 9/10/2025

Purchasing Division

RENEWAL NOTICE

September 9, 2025

Mr. Ricardo Gonzalez
R&S Inspection Center
3001 E. Saunders
Laredo, Texas 78041

Re: FY24-103 Light Duty & Medium Size Vehicle Safety Inspection Services
Fleet Department
Extension I

Dear Mr. Gonzalez,

This is to inform you that the contract FY24-103 which was approved by the City Council on November 18, 2024 is up for renewal. This is the first of three 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 renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

R&S Inspection Center

Request a contract extension: Yes Not request a contract extension: _____

Authorized Signature: _____

Print Name: Ricardo Gonzalez

Date: 9-10-25

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805

City of Laredo
Purchasing Division

LETTER OF AWARD

November 19, 2024

Mr. Robert Rosas
Rotex Truck Center
11802 Sara Road
Laredo, Texas 78045

Re: Light Duty & Medium Size Vehicle Safety Inspection Services
Contract FY24-103
Approved by City Council on November 18, 2024

Dear Mr. Rosas,

This is to inform you that contract FY24-103 for the purchase of vehicle safety inspection services was approved by City Council on November 18, 2024. The term of this contract shall be for a period of one year. This contract has 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).

Section I: Secondary Vendor
Section II: Primary Vendor

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a copy to ealdape@ci.laredo.tx.us If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

November 19, 2024

Mr. Ricardo Gonzalez
R&S Inspection Center
3001 E. Saunders
Laredo, Texas 78041

Re: Light Duty & Medium Size Vehicle Safety Inspection Services
Contract FY24-103
Approved by City Council on November 18, 2024

Dear Mr. Gonzalez,

This is to inform you that contract FY24-103 for the purchase of vehicle safety inspection services was approved by City Council on November 18, 2024. The term of this contract shall be for a period of one year. This contract has 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).

Awarded Sections:

Section I: Primary Vendor
Section II: Secondary Vendor

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a copy to ealdape@ci.laredo.tx.us If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

City of Laredo

City Council

Meeting Date: 11/18/2024 **Consent Agenda 37.**

SUBJECT
Consideration to award annual service contract FY24-103 to provide safety inspection services for all Non-DOT and DOT medium size fleet vehicles with the following bidders:

A. Section I: R&S Inspection Center, Laredo, Texas in an amount up to $30,000.00 (Primary Vendor);

B. Section I: Rotex Truck Center, Laredo, Texas in an amount up to $20,000.00 (Secondary Vendor);

C. Section I: Rotex Truck Center, Laredo, Texas in an amount up to $20,000.00 (Primary Vendor);

D. Section I: R&S Inspection Center , Laredo, Texas in an amount up to $20,000.00 (Secondary Vendor).

Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The City received two (2) bids through Cit-E-Bid for awarding an annual contract for providing safety inspection services for all of the City's Non-DOT and DOT medium size fleet vehicles. All services will be secured on an as needed basis. Staff is recommending to award this contract to R&S Inspection Center as primary vendor for Section I and Rotex Truck Center as secondary vendor. Section I for Rotex Truck Center as primary vendor and R&S Inspection Center for secondary vendor. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract may be extended for three, additional one (1) year periods. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Summary:

Description	Rotex Truck Center Unit Price	R&S Inspection Center Unit Price
Vehicle Inspection Services (Non-DOT)	$ 7.00	$ 7.00
Vehicle Inspection Services (DOT)	$ 40.00	$40.00
Minor Repairs (light bulbs, fuses, wiper blades, and minor electrical repairs not to exceed (Non-DOT)	$125.00	$125.00
Minor Repairs (light bulbs, fuses, wiper blades, and minor electrical repairs not to exceed (Non-DOT)	$350.00	$350.00

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that these contracts be approved

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593-2810-533-2080
Change Order: Exceeds 25% Y/N:	No.

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.

FY24-103 Light Duty & Medium Size Vehicle Safety

R & S Inspection Center

Supplier Response

Event Information

Number:	FY24-103 Light Duty & Medium Size Vehicle Safety
Title:	FY24-103 Vehicle Safety Non-DOT & DOT Inspection Services
Type:	Invitation For Bid
Issue Date:	8/9/2024
Deadline:	8/29/2024 05:00 PM (CT)
Notes:	The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors

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

Contact Information

Contact: Patricia Perez
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1737
Fax: 956 (790) 1805
Email: pperez@ci.laredo.tx.us

R & S Inspection Center Information

Address: 3001 E. Saunders
laredo, TX 78043
Phone: (512) 722-3646

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

Martha A Navarro for R&S Inspection Center
Signature

rsdrivethru2720@yahoo.com
Email

Submitted at 8/14/2024 08:28:00 AM (CT)

Bid Attributes

1 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 requests additional compensation.
(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:
(a) All information required by the bid form shall be furnished. 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. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
(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 Enrique Aldape III 5512 Thomas Ave, Laredo, TX 78041 ealdape@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. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.
8.0 BIDDER DISCOUNTS
(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.
9.0 INTENT OF CONTRACT
a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract

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

10.0 AWARD OF CONTRACT

(a) This contract will be awarded 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 it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

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

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign 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.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

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

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

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

13.0 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*

2	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 occurence 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 minumum requirements*

3	**Disqualification & Debarment Certification**

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

☐ *I certify to the terms and conditions*

4	Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

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

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☐ *I have read and understand this section*

5	**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** **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*
6	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
7	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** *No response*
8	**State how long under has the business been in its present business name** *No response*
9	**If applicable, list all other names under which the Business identified above operated in the last five years** *No response*
10	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
11	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? *No response*
12	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? *No response*
13	**State if the Company is a certified minority business enterprise** *No response*

14	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.
15	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
16	**Conflict of Interest Questionnaire** Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? *No response*
17	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
18	**This is a** *No response*
19	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) *No response*
20	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department *No response*
21	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** *No response*

22	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** *No response*
23	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. *No response*
24	**Question 5. List any individuals or entities that will be subcontractors on this contract** *No response*
25	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. *No response*
26	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** *No response*
27	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. *No response*
28	**Question 7. Disclosure of political contributions** List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) *No response*
29	**Question 7. Disclosure of political contributions** If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. *No response*
30	**Updates on contributions required** Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

31	**Question 8. Disclosure of Conflict of Interest** Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? *No response*
32	**8. Disclosure of Conflict of Interest** If you selected I am aware of conflict of interest is question 8, please list them in this section. *No response*
33	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☐ *I have read and understand this section*
34	**Question 10. No Contact with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☐ *I have read and understand this section*
35	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☐ *I have acknowledge that I have been advised*
36	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date *No response*
37	**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*
38	**Ordinace 2018-O-175** The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors. *No response*

Bid Lines

1	**Package Header**

Section I :
Vehicle Safety Inspection Services

Quantity: 1 UOM: PKG Total: $47.00

Item Notes: Please submit "0" for unit price

Package Items

1.1 Fleet Vehicle Inspections NON-DOT
As per Specifications 18.0 & 19.0

Quantity: 1 UOM: 1500 Price: $7.00 Total: $7.00

1.2 Fleet Vehicle Inspections DOT
As per Specifications 18.0 & 19.0

Quantity: 1 UOM: 500 Price: $40.00 Total: $40.00

Response Total: $47.00

FY24-103 Light Duty & Medium Size Vehicle Safety

Rotex Truck Center, Inc

Supplier Response

Event Information

Number:	FY24-103 Light Duty & Medium Size Vehicle Safety
Title:	FY24-103 Vehicle Safety Non-DOT & DOT Inspection Services
Type:	Request For Bid
Issue Date:	8/9/2024
Deadline:	8/29/2024 05:00 PM (CT)
Notes:	The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors

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

Contact Information

Contact: Patricia Perez
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1737
Fax: 956 (790) 1805
Email: pperez@ci.laredo.tx.us

Rotex Truck Center, Inc Information

Contact: Robert Rosas
Address: 11802 Sara Road
Laredo, TX 78045
Phone: (956) 722-1250
Fax: (956) 727-7835
Email: robert@rotextrucks.com

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

RICHARD ROSAS — *Signature*

richard@rotextrucks.com — *Email*

Submitted at 8/14/2024 04:14:27 PM (CT)

Response Attachments

Signed - Non-Collusive_Affidavit_Form.pdf

Affidavit

SIGNED CIQ.pdf

Conflict of interest

SIGNED_Form_1295.pdf

Form 1295

Bid Attributes

1	**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 requests additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. **1.0 PREPARATION OF BIDS** Bids will be prepared in accordance with the following: (a) All information required by the bid form shall be furnished. 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. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid. (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 Enrique Aldape III 5512 Thomas Ave, Laredo, TX 78041 ealdape@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. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

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

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

(a) This contract will be awarded 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 it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

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

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign 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.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

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

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

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should

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

13.0 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

2	**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 occurence 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 minumum requirements

3	Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

☑ I certify to the terms and conditions

4	Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

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

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section

5	**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** **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
6	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
7	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** ROTEX TRUCK CENTER, INC. / RICHARD ROSAS / 956-722-1250
8	**State how long under has the business been in its present business name** 11802 SARA ROAD LAREDO TEXAS 78045
9	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A
10	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
11	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? N/A
12	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? N/A
13	**State if the Company is a certified minority business enterprise** This company is not a certified minority business

14	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.
15	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
16	**Conflict of Interest Questionnaire** Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? Yes
17	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
18	**This is a** New Submission
19	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) RICHARD ROSAS
20	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department FY24-103 Vehicle Safety Non-DOT & DOT Inspection Services
21	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** ROTEX TRUCK CENTER, INC.

22	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
23	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. N/A
24	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
25	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. N/A
26	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable
27	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. N/A
28	**Question 7. Disclosure of political contributions** List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) Not Applicable
29	**Question 7. Disclosure of political contributions** If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. N/A
30	**Updates on contributions required** Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

31	**Question 8. Disclosure of Conflict of Interest** Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? I am not aware of any conflict of interest
32	**8. Disclosure of Conflict of Interest** If you selected I am aware of conflict of interest is question 8, please list them in this section. N/A
33	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☑ I have read and understand this section
34	**Question 10. No Contact with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section
35	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised
36	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date RICHARD ROSAS / OPERATIONS MANAGER / ROTEX TRUCK CENTER, INC.
37	**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
38	**Ordinace 2018-O-175** The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors. ACKNOWLEDGED

Bid Lines

1	**Package Header**

Section I :
Vehicle Safety Inspection Services

Quantity: 1 UOM: PKG Total: $47.00

Item Notes: Please submit "0" for unit price

Package Items

1.1 Fleet Vehicle Inspections NON-DOT
As per Specifications 18.0 & 19.0

Quantity: 1 UOM: 1500 Price: $7.00 Total: $7.00

1.2 Fleet Vehicle Inspections DOT
As per Specifications 18.0 & 19.0

Quantity: 1 UOM: 500 Price: $40.00 Total: $40.00

Response Total: $47.00

				R & S Inspection Center		Rotex Truck Center, Inc	
				Total Price	$47.00	Total Price	$47.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Section I:Vehicle Safety Inspection Services	1	PKG	**$47.00**	$47.00	**$47.00**	$47.00
1.1	Fleet Vehicle Inspections NON-DOTAs per Spe	1	1500	**$7.00**		**$7.00**	
1.2	Fleet Vehicle Inspections DOTAs per Specifica	1	500	**$40.00**		**$40.00**	

City of Laredo

City Council

Meeting Date: 10/20/2025 **Consent Agenda 33.**

SUBJECT
Consideration to award annual contract FY25-089 for the general diesel engine repairs and parts/service for the City's Fleet Department to the following lowest responsive/responsible vendors:

1. Cervantes Truck Center, Laredo, Texas in an annual amount up to $600,000.00 and $1,800,000.00 for the remainder of the contract term;

2. Rotex Truck Center, Laredo, Texas in an annual amount up to $250,000.00 and $750,000.00 for the remainder of the contract term;

3. South Texas Auto Rebuilders, Laredo, Texas in an annual amount up to $250,000.00 and $750,000.00 for the remainder of the contract term;

4. Rush Truck Center, Laredo, Texas in an annual amount up to $250,000.00 and $750,000.00 for the remainder of the contract term;

5. J&P Mobile Mechanics, Laredo, Texas in an annual amount up to $50,000.00 and $150,000.00 for the remainder of the contract term;

6. Andy's Auto Air & Supplies, Laredo, Texas in an annual amount up to $50,000.00 and $150,000.00 for the remainder of the contract term.

This contract establishes multiple vendors for general diesel engine repairs and provides the ability to outsource and expedite needed diesel engine repairs. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds and compliance city code of ordinances. This contract can be renewed three additional one-year extension periods, upon mutual agreement of the parties. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The City received eight (8) bids through Cit-E-Bid for awarding an annual service and supplies contract for the Fleet Department. This contract establishes an hourly labor rate for service repairs and a percentage discount on original equipment manufacturer parts for diesel repairs on the city's heavy-duty trucks. This contract has three one-year extension periods. The term of this contract shall be for a period of one year beginning as of the date of its execution. This contract will be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that these contracts be awarded.

Fiscal Impact

Fiscal Year:	2026.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593-2810-533-2080.
Change Order: Exceeds 25% Y/N:	No.

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.

				Andy's Auto Air & Supplies, Inc		Cervantes Truck Center, Inc.		Cummins Inc		J&P mobile mechanics LLC	
				Total Price	$0.00	Total Price	$0.00	Total Price	$0.00	Total Price	$0.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I: General Diesel Engine Repairs-Injec	1	EA								
1.1	Standard Shop Labor Rate	1	Hourly Labo	$110.00		**$75.00**		$200.00		$135.00	
1.2	Parts Price SchedulePercent of discount offer	1	Percentage	20.0%		0.0%		23.0%		20.0%	
1.3	Repairs will be completed within working da	1	Working Da	$3.00		$0.00		$0.00		$1.00	

				Rotex Truck Center, Inc		Rush Truck Center, Laredo		SAMES MOTOR COMPANY		South Texas Auto Rebuilders,	
				Total Price	$0.00	Total Price	$0.00	Total Price	$0.00	Total Price	$0.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I: General Diesel Engine Repairs-Injec	1	EA								
1.1	Standard Shop Labor Rate	1	Hourly Labo	**$75.00**		$153.00		$225.00		$100.00	
1.2	Parts Price SchedulePercent of discount offer	1	Percentage	15.0%		20.0%		20.0%		15.0%	
1.3	Repairs will be completed within working da	1	Working Da	$2.00		$5.00		$5.00		$1.00	

awarded vendor1
awareded amount $600,000

Cervantes Truck Center, Inc.	
Total Price	$0.00
Unit	Extended
$75.00	
0.0%	
$0.00	

awarded vendor 2
awarded amount $250,000

Rotex Truck Center, Inc	
Total Price	$0.00
Unit	Extended
$75.00	
15.0%	
$2.00	

awarded vendor3
awarded amount $250,000

South Texas Auto Rebuilders,	
Total Price	$0.00
Unit	Extended
$100.00	
15.0%	
$1.00	

awarded vendor 4
awarded amount $250,000

Rush Truck CenterG39:H45,	
Total Price	$0.00
Unit	Extended
$153.00	
20.0%	
$5.00	

awarded vendor5
awarded amount $50,000

J&P mobile mechanics LLC	
Total Price	$0.00
Unit	Extended
$135.00	
20.0%	
$1.00	

awarded vendor6
awarded amount $50,000

Andy's Auto Air & Supplies, Inc	
Total Price	$0.00
Unit	Extended
$110.00	
20.0%	
$3.00	

Line #
1
1.1
1.2
1.3

Line #
1
1.1
1.2
1.3

FY25-089
Rush Truck Center, Laredo
Rush Truck Centers of Texas
Supplier Response

Event Information

Number: FY25-089
Title: FY25-089 General Diesel Engine Repairs - Fleet Department
Type: Invitation For Bid
Issue Date: 8/25/2025
Deadline: 9/18/2025 05:00 PM (CT)
Notes: Vendors/contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission.

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

******If the bidder submits both an electronic bid and a properly completed

manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. **********

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

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Rush Truck Center, Laredo Information

Contact: Cindy Martinez
Address: 10216 Union Pacific Blvd
Laredo, TX 78045
Phone: (956) 724-7383
Email: martinezclar@rushenterprises.com

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

Joseph Currie
Signature

Curriej@rushenterprises.com
Email

Submitted at 9/17/2025 10:32:40 AM (CT)

Response Attachments

City Bid Final.pdf

Bid

Form 1295 Exemption Statement_011123.pdf

Form 1295 Exemption Statement

RTC Texas (Woodul)_Signature Resolution.pdf

RTC Texas (Woodul)_Signature Resolution

RTC Texas Ownership Info.pdf

RTC Texas Ownership Info

Rush Standard Warranty_0519.pdf

Rush Standard Warranty_0519

Supplemental Response.docx

Supplemental Response

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Rush Truck Centers of Texas, LP dba Rush Truck Center, Laredo
3	**State how long under has the business been in its present business name** 25 years

4	**If applicable, list all other names under which the Business identified above operated in the last five years**
	N/A
5	**State if the Company is a certified minority business enterprise**
	The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
6	**Questions Part 1**
	1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?
	1)Rush is not involved in any litigation that it believes is material to its business 2) no 3) no 4) no 5) no
7	**Questions Part 2**
	1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?
	No
8	**State if the Company is a certified minority business enterprise**
	This company is not a certified minority business
9	**Conflict of Interest Disclosure**
	A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

10 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

11 **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

12 **Disclosure Form**

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

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

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Lewis Woodul, Regional General Manager

14 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

Bid #FY25-089, City of Laredo, TX

15 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Rush Truck Centers of Texas, LP dba Rush Truck Center, Laredo

16 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

It applies to my business

17 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

See Attached

18 **Question 5. List any individuals or entities that will be subcontractors on this contract**

Not Applicable

19 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

No response

20 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

21 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

22 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

23 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

24 **Updates on contributions required**

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

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

I am not aware of any conflict of interest

26 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

27 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ I have read and understand this section

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29	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised
30	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Lewis Woodul, Regional General Manager, Rush Truck Center, Laredo 09/11/2025
31	**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

32 **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: Staring 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

33 **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 requests additional compensation.

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

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

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

(a) All information required by the bid form shall be furnished. 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. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(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 Jaime Zapata 5512, Thomas Ave, Laredo, TX 78041; email: jezapata@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. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

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

Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

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

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 it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

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

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign 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.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

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

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

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

13.0 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

34 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 occurence 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.

NON-CONSTRUCTION BIDS:

Insurance Requirements

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

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

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

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

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

CONSTRUCTION BIDS:

INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(i) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

(k) 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.

(l) 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. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(m) 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.

(n) 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 a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
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, Builders Risk, and all liability policies. 13. 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.
4. 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.
5. 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.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
8. 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.

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(p) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

☑ I agree my insurance meets minumum requirements

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Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

☑ I certify to the terms and conditions

36

Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

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

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section

37 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

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

38 Ordinace 2018-O-175

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Rush is a local vendor under Ordinance 2018-O-175 and therefore requests the local vendor preference

39 Addendum

The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

Important Notice:

- Addendum notifications will be sent to the email address associated with each submission.
- It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged.
- Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

☑ Acknowledge

Bid Lines

1 Package Header

Section I: General Diesel Engine Repairs-Injector Pumps, Injectors/Calibration, Diagnostics, Cylinder Heads, Exhaust Systems, Engines, Fuel Systems, Power Train Components, Electrical Components and all repairs related to Diesel Engines: Caterpillar, Cummins, Ford, International Maxforce, Isuzu, Paccar, and Others.

Quantity: 1 UOM: EA

Package Items

1.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $153.00 Total: $153.00

1.2 Parts Price Schedule

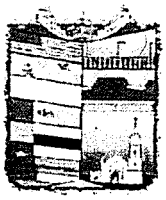
Percent of discount offered.

Quantity: 1 UOM: Percentage Discount Total: 20%

1.3 Repairs will be completed within working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $5.00 Total: $5.00

Response Total: $0.00



CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

GENERAL DIESEL ENGINE REPAIRS
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for general diesel engine repairs-injector pumps, injectors/calibration, diagnostic, cylinder heads, exhaust system, fuel systems, for the Fleet Department.

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

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on September 18, 2025 and all bids received will be opened and read publicly at 2:00 P.M. at the Office of the City Secretary on September 19, 2025.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: General Diesel Engine Repairs – Fleet Department
FY25-089

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Mario I. Maldonado Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

Vendors/contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission.

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

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. **********

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

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Bid and other contract provisions, for awarding an annual contract for general diesel engine repairs-injector pumps, injectors/calibration, diagnostic, cylinder heads, exhaust system, fuel systems, for the Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M. on September 18, 2025**; and all bids received will be opened and **read publicly at 2:00 P.M.** at the Office of the City Secretary on **September 19, 2025.**

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

WITNESS MY HAND AND SEAL, ON THIS 25th DAY OF AUGUST 2025

(For) Mario I. Maldonado Jr.
City Secretary

RECD CITY SEC OFF
AUG 25 '25 AM10:3

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

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

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

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

(a) All information required by the bid form shall be furnished. 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. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(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 5512, Thomas Ave, Laredo, TX 78041; 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. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

9.0 INTENT OF CONTRACT

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

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

10.0 AWARD OF CONTRACT

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

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 it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

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

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign 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.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

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

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

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the

vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

13.0 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.

14.0 INSURANCE REQUIREMENTS (NON-CONSTRUCTION)

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

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

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

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

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

15.0 CONTRACT REQUIREMENTS

15.1 CODE OF ETHICS ORDINANCE 2012-0-126

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

15.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

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

15.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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

15.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;
1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure

6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

15.5 CONFLICT OF INTEREST FORMS (Attached)

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

15.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

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

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

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

16.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

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

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

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

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.

17.0 Addendum

The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure 1to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

Important Notice:

Addendum notifications will be sent to the email address associated with each submission. It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

Formal Invitation for Bids
General Diesel Engine Repairs
Fleet Department

18.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding an annual contract for general diesel engine repairs-injector pumps, injectors/calibration, diagnostic, cylinder heads, exhaust system, fuel systems, for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

18.1 All questions for this bid shall be submitted through Cit-E-Bid no later than, September 8, 2025, 2:00 P.M.

18.2 For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Ron Miller	(956) 727-6455	rmiller@ci.laredo.tx.us

19.0 General Requirements

19.1 All repairs shall be quoted F.O.B., Laredo, TX. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

19.2 Repairs will be ordered during regular working hours Monday through Friday.

19.3 This contract will be awarded to multiple vendors.

19.4 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

19.5 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure parts from other sources.

19.6 An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before making any delivery or providing a service.

19.7 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.

19.8 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).

19.9 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.

19.10 All parts used in complying with this contract must be equal to or better than the original part.

19.11 Bids for parts exceeding the suggested OEM retail price will be rejected.

19.12 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180-day period.

20.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, 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 sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

20.1 This contract will be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

21.0 Award of Contract

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

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."

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

21.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

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

22.0 Price Adjustment****

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to [illegible]

23.0 Delivery

Delivery of materials is to be made within 24 hours from request. If material or service cannot be delivered within the stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials/services. When using an alternative supplier for material or services will be a contracted supplier.

24.0 Termination of Contract

This contract shall be for an initial period of one year or twelve months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party:

Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

25.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:
Company Information Questionnaire
Signed Price Schedule
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
Certificate of Interested Parties (Form 1295)

26.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Rush Truck Centers of Texas, LP dba Rush Truck Center, Laredo

Signature _____ Date 9-11-2025
of person authorized to sign bid

Print Name Lewis Woodul
of person authorized to sign bid

Title: Regional General Manager

Business Address: 10216 Union Pacific Blvd

City, State, Zip Code: Laredo, TX 78045

Telephone Number: (956)764-1400 Fax Number: _____

Contact Person Email Address: currie@rushenterprises.com

Federal Tax ID Number: 74-2786264

Bidders Principal/Corporate Place of Business Address: 555 IH35 South, New Braunfels, TX 78130

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: Limited Partnership

If other state business status: _____

State how long under its present business name: April 2000

If applicable, list all other names under which the Business identified above operated in the last five years.

N/A

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No
Rush Truck Centers of Texas, LP is a wholly owned (indirectly) subsidiary of Rush Enterprises, Inc. Rush Enterprises is a publicly traded company whose stock trades on the NASDAQ stock market under the symbols RUSHA and RUSHB. Rush Truck Centers of Texas does not have audited financial statements so if statements are requested Rush will provide the requested financial information for Rush Enterprises, Inc.

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / (No)

Is any litigation pending against the Business? (Yes) / No. See Attached

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / (No)
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / (No)

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / (No)

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / (No)

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / (No)

Is the Business in arrears in any contract or debt? Yes / (No)

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / (No)

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / (No)

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: ☒

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

27.0 **Price Schedule**

Section I: General Diesel Engine Repairs-Injector Pumps, Injectors/Calibration, Diagnostics, Cylinder Heads, Exhaust Systems, Engines, Fuel Systems, Power Train Components, Electrical Components and all repairs related to Diesel Engines: Caterpillar, Cummins, Ford, International Maxforce, Isuzu, Paccar, and Others.

27.1 Standard Shop Labor Rate

Standor Shop Labor Rate/Hour	Comments
$ 153.00	40% off posted door rate

25.2 Parts Price Schedule

Percent of Discount offered	20 %
Product Identification (MFR)	
Type Price Schedule (dealer, jobber,etc.)	20% OEM 10% outside vendor
Price Schedule column on which distcount is based (i.e. distributor, net, wholesale)	

27.3 Repair completion in working days after receipt of order. 5 (Working Days)

Company Name: Rush Truck Centers of Texas, LP dba Rush Truck Center, Laredo

Owner/President Name: Rusty Rush

Company Address: 555 IH35 South

City, State, Zip Code: New Braunfels, TX 78130

Company Authorized Representative's Signature:

Company Representative's Name: Lewis Woodul

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

28.0 Conflict of Interest Disclosure

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

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

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

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

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

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

If additional information is needed please contact Purchasing Agent at 956-794-1731

29.0

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Lewis Woodall
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

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

Subscribed and sworn before me this 11 day of 9 20 25.

Abagail Gonzalez
Notary Public

My commission expires:
2-27-2029

NOTARY PUBLIC
Abagail Gonzalez
Exp. 2/27/2029
ID No. 129203823
STATE OF TEXAS

30.0

City of Laredo
Discretionary Contracts Disclosure

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

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a ___New Submission or ___Correction or ___Update to previous submission.**

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

Lewis		Woodul	
First	M.I.	Last	Suffix

***2. Contract Information.**

a) Contract or Project name(s): Bid #FY25-089

b) Originating Department(s):

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Name (Print)	Signature	Name (Print)	Signature
Rush Truck Centers of Texas, LP dba Rush Truck Center, Laredo		Lewis Woodul	

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

☐ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☒ Name of partner, parent, or subsidiary business entity(ies): see attached

***5. List any individuals or entities that will be subcontractors on this contract.**

☒ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors: _____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

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

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

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

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

☐ List of contributors: _____

Updates on Contributions Required

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

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

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

by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest: _____

***Acknowledgements**

☒ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☒ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

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

Lewis Woodul		Regional General Manager
Name (Print)	Signature	Title
Rush Truck Centers of Texas, LP dba Rush Truck Center, Laredo		09/11/2025
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

31.0 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

31.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Pill 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.

31.2 Filing Process:

Staring 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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Rush Truck Centers of Texas, LP dba Rush Truck Center, Laredo

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

None that we are aware of

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

None that we are aware of

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.** None that we are aware of

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity

9-11-2025

Date

Statutory Declaration Regarding
Exemption from Filing Form 1295
for
Rush Truck Centers of Texas, LP

I, Michael S. Lyons, Assistant Secretary of Rushtex, Inc., a Delaware corporation, and the sole general partner of Rush Truck Centers of Texas, LP, a Texas limited partnership, do hereby declare that:

1. Rush Truck Centers of Texas, LP is a wholly owned subsidiary of Rush Enterprises, Inc.
2. Rush Enterprises, Inc. is a public company traded on NASDAQ under the symbols RUSHA and RUSHB.
3. As a result of changes to the Form 1295 requirements made effective on January 1, 2018, governmental entities in Texas are not required to obtain a Form 1295 from Rush Truck Centers of Texas, LP because a Form 1295 is not required for "a contract with a publicly traded business entity, ***including a wholly owned subsidiary of the business entity***. (Emphasis added.) See Texas Government Code § 2252.908(c)(4). (A copy of the statute is attached for reference.)
4. Pursuant to the foregoing, Rush Truck Centers of Texas, LP, as a wholly owned subsidiary of a public company, is not required to submit a Form 1295.

Acknowledged

Michael S. Lyons
Assistant Secretary

State of Texas)
)
County of Comal)

PERSONALLY appeared before me Michael S. Lyons who executed and attested the execution of this document.

SWORN TO BEFORE ME this 11th day of January 2023.

Notary Public for The State of Texas
My Commission Expires: 12/3/24

NICOLE JOHNSON
Notary Public, State of Texas
Comm. Expires 12-03-2024
Notary ID 129222018

TEXAS ETHICS COMMISSION

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

CHAPTER 2252. CONTRACTS WITH GOVERNMENTAL ENTITY

SUBCHAPTER Z. MISCELLANEOUS PROVISIONS

Sec. 2252.908. DISCLOSURE OF INTERESTED PARTIES.

(a) In this section:

(1) "Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

(2) "Governmental entity" means a municipality, county, public school district, or special-purpose district or authority.

(3) "Interested party" means a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

(4) "State agency" means a board, commission, office, department, or other agency in the executive, judicial, or legislative branch of state government. The term includes an institution of higher education as defined by Section 61.003, Education Code.

(b) This section applies only to a contract of a governmental entity or state agency that:

(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.

(c) Notwithstanding Subsection (b), this section does not apply to:

(1) a sponsored research contract of an institution of higher education;

(2) an interagency contract of a state agency or an institution of higher education;

(3) a contract related to health and human services if:

(A) the value of the contract cannot be determined at the time the contract is executed; and

(B) any qualified vendor is eligible for the contract;

(4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;

(5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or

(6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

(d) A governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, 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.

(e) The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes:

(1) a list of each interested party for the contract of which the contracting business entity is aware; and

(2) a written, unsworn declaration subscribed by the authorized agent of the contracting business entity as true under penalty of perjury that is in substantially the following form:

"My name is _____, my date of birth is _____, and my address is _____, _____, _____, _____, _____. I declare under penalty of perjury that the foregoing is true and correct.

(Street) (City) (State) (Zip Code) (Country)

Executed in _____ County, State of _____, on the _____ day of _____, _____.

(Month) (Year)

_____

Declarant".

(f) Not later than the 30th day after the date the governmental entity or state agency receives a disclosure of interested parties required under this section, the governmental entity or state agency shall submit a copy of the disclosure to the Texas Ethics Commission.

(g) The Texas Ethics Commission shall adopt rules necessary to implement this section, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's Internet website.

Added by Acts 2015, 84th Leg., R.S., Ch. 1024 (H.B. 1295), Sec. 3, eff. September 1, 2015.
Amended by:
Acts 2017, 85th Leg., R.S., Ch. 526 (S.B. 255), Sec. 5, eff. September 1, 2017.

Rush Truck Centers of Texas, L.P.
Ownership

Summary:

Rush Truck Centers of Texas, L.P. is a limited partnership formed in the state of Texas. Rush Truck Centers of Texas, L.P. has two partners: Rushtex, Inc. (a Delaware corporation) is the General Partner and Rushco, Inc. (a Delaware corporation) is the Limited Partner. Rushtex, Inc. and Rushco, Inc. are wholly owned subsidiaries of Rush Enterprises, Inc. Rush Enterprises, Inc. is a publicly traded company whose stock trades on the NASDAQ stock market under the symbols RUSHA and RUSHB.

Rushtex, Inc., General Partner
555 IH35 South, Suite 500
New Braunfels, TX 78130

Officers and Directors:

W. M. "Rusty" Rush, Sole Director, President and CEO
Michael Goldstone, VP, Sec'y, Treas.
Steve Keller, Assistant Secretary
Michael Lyons, Assistant Secretary

Address for all officers is as set forth above.

Rushco, Inc., Limited Partner
P.O. Box 200105
San Antonio, TX 78220-0105

Officers and Directors: **SAME AS ABOVE**

Rush Limited Warranty

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new product(s) sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the product. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used product(s) sold by Rush are sold on an "AS IS, WHERE IS" basis, without any warranties by Rush. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Rush warrants that all services performed by Rush for a customer, including repair, maintenance and installation services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed. Customer's sole and exclusive remedy, and Rush's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. RUSH PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Rush for customer. Rush does not warrant any services provided by any third-party. Any warranties are solely those that are provided by the third-party service provider.

FY25-089
J&P mobile mechanics LLC
Supplier Response

Event Information

Number: FY25-089
Title: FY25-089 General Diesel Engine Repairs - Fleet Department
Type: Invitation For Bid
Issue Date: 8/25/2025
Deadline: 9/18/2025 05:00 PM (CT)
Notes: Vendors/contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission.

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

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a

manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. **********

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

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

J&P mobile mechanics LLC Information

Address: 4318 Marcella ave
Laredo, TX 78041
Phone: (956) 744-6028

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

Jason Mills
Signature

jpmobilemechanics@outlook.com
Email

Submitted at 9/17/2025 11:20:38 AM (CT)

Supplier Note

JP Mobile Mechanics sincerely appreciates the opportunity to submit a proposal for the City of Laredo's diesel fleet repair services. Thank you for considering JP Mobile Mechanics as your trusted diesel repair partner.

Response Attachments

JP_Mechanics_Capabilities FY25-089 signed.pdf

JP Mobile Mechanics Cover Letter with Capabilities

FY25-089 Form 1295 Signed.pdf

FY25-089 Form 1295 Signed

FY25-089 COQ_FORM AND INSTRUCTIONS Signed.pdf

FY25-089 COQ_FORM AND INSTRUCTIONS Signed

Conflict of Interest Questionnaire-Revised 1-1-2021 Signed.pdf

Conflict of Interest Questionnaire-Revised 1-1-2021 Signed

Non-Collusive Affidavit Form Notarized.pdf

Non-Collusive Affidavit Form Notarized

J&P Certificate of Liability Insurance.pdf

JP Mobile Mechanics Certificate of Liability Insurance

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Jason Mills, 956-744-6028
3	**State how long under has the business been in its present business name** 4 years

4	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A
5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
6	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? No
7	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? No
8	**State if the Company is a certified minority business enterprise** This company is not a certified minority business
9	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

10 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

11 **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

12 **Disclosure Form**

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

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

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Priscilla Perez

14 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

FY25-089 General Diesel Engine Repairs for City of Laredo Fleet Department

15 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

JP Mobile Mechanics LLC

16 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

17 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

N/A

18 **Question 5. List any individuals or entities that will be subcontractors on this contract**

Not Applicable

19 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

No response

20 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

21 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

22 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

23 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

24 **Updates on contributions required**

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

25 **Question 8. Disclosure of Conflict of Interest**

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

I am not aware of any conflict of interest

26 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

27 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ I have read and understand this section

28	**Question 10. No Contact with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section
29	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised
30	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Jason Mills, Manager, JP Mobile Mechanics LLC 9/17/2025
31	**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

32 **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: Staring 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

33 **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 requests additional compensation.

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

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

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

(a) All information required by the bid form shall be furnished. 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. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(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 Jaime Zapata 5512, Thomas Ave, Laredo, TX 78041; email: jezapata@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. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

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

Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

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

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 it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

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

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign 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.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

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

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

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

13.0 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

34 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 occurence 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.

NON-CONSTRUCTION BIDS:

Insurance Requirements

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

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

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

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

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

CONSTRUCTION BIDS:

INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(i) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

(k) 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.

(l) 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. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(m) 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.

(n) 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 a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
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, Builders Risk, and all liability policies. 13. 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.
4. 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.
5. 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.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
8. 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.

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(p) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

☑ I agree my insurance meets minumum requirements

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Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

☑ I certify to the terms and conditions

3 6	**Contract Requirements**

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

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

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section

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

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

38 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

JP Mobile Mechanics LLC is a local vendor.

39 **Addendum**

The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

Important Notice:

- Addendum notifications will be sent to the email address associated with each submission.
- It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged.
- Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

☑ Acknowledge

Bid Lines

1 **Package Header**

Section I: General Diesel Engine Repairs-Injector Pumps, Injectors/Calibration, Diagnostics, Cylinder Heads, Exhaust Systems, Engines, Fuel Systems, Power Train Components, Electrical Components and all repairs related to Diesel Engines: Caterpillar, Cummins, Ford, International Maxforce, Isuzu, Paccar, and Others.

Quantity: 1 UOM: EA

Package Items

1.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $135.00 Total: $135.00

1.2 Parts Price Schedule

Percent of discount offered.

Quantity: 1 UOM: Percentage Discount Total: 20%

Supplier Notes: JP Mobile Mechanics will offer the City of Laredo a discount of 20% off MSRP for common parts (belts, hoses, filters, fluids); 10% off for mid-range repair parts (injectors, sensors, electrical); and 5% off for OEM/high-value components. For volume or blanket orders, we will improve the discount by an additional 3–5%.

1.3 Repairs will be completed within working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $1.00 Total: $1.00

Supplier Notes: JP Mobile Mechanics will complete routine maintenance (oil changes), diagnostic and minor repairs within 1 business day, common component replacements (injectors, fuel systems, electrical) within 3 business days, and major engine or powertrain repairs within 5–10 business days - depending on the severity. Emergency repairs are available 24/7 with expedited turnaround for critical fleet vehicles.

Response Total: $0.00

PURCHASE ORDER

CITY OF LAREDO – PURCHASING
5512 THOMAS AVENUE
LAREDO, TX 78041

PO 433662

DATE: 9/19/2025

Send Invoice to:

CITY OF LAREDO
ACCOUNTS PAYABLE
P.O. BOX 210
LAREDO, TX 78042-0210

VENDOR PHONE: (956)712-1122
VENDOR FAX: (0) -
VENDOR #: 18008
VENDOR ADDRESS: EL MANANA
6010 MCPHERSON BLDG. "C"
LAREDO, TX 78041

SHIP TO: CITY HALL
CITY HALL
1110 HOUSTON ST.
LAREDO, TX 78040

P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
10/19/2025	0000483491	09/18/2025	SARA NAVARRO-334-7288
FOB	**ACCOUNT #**	**CONTRACT #**	**AUTHORIZED BY**
	10111005136200		TANIA HERRERA

Item No.	Qty.	Unit	Description of Article or Service	Unit Cost	Extended Cost
1	1.00	/ EA	PUBLICIDAD T/C (10.50X6)	300.0000	300.00

TOTAL PURCHASE AMOUNT **$300.00**

This purchase shall be governed, construed, and interpreted by the laws of the state of Texas and general terms and conditions of the City of Laredo.

*****To update your vendor information, please contact Purchasing Division at 956-790-1800.*****

CITY OF LAREDO
PURCHASING DIVISION

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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.

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

LED mobile mechanics LLC Laredo TX USA

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

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

FY25-089

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☑

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

********Form does not need to be notarized*******

INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE [Form CIQ]

Chapter 176 of the Texas Local Government Code requires vendors who wish to conduct business or be considered for business with a city to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (Form CIQ).

Who must complete and filed CIQ form?
Every vendor doing business with the City or seeking to do business with the City must complete Box 1 and sign and date in Box 7. Whether or not a conflict exists determines the other information to include on the form.

Who is a vendor?
The term "vendor" includes a partnership, corporation or other legal entities, including those performing professional services. Partnerships or corporations act through individuals, but it is the partnership or corporation that is doing business with or seeking to do business with the City.
If the vendor seeking to do business with the City is a sole proprietorship, then just the name of the person who is the vendor is needed.

What triggers the requirement to file the Form CIQ?
When a vendor (or an agent of the vendor) begins (1) contract discussions or negotiations with the city or (2) submits an application, quote, response to request for proposals or bids, or anything else that could result in an agreement (contract or purchase order) with the City, Form CIQ must be completed. Whether the vendor initiates the discussion or the City initiates the discussions, Form CIQ must be completed. The monetary amount or value of the contract/purchase does not matter. The contract or purchase may involve the sale or purchase of property, goods, or services with the City of Laredo

When does a conflict requiring disclosure exist? What has to be revealed?

- A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with the City of Laredo and the vendor:
  (1) has an employment or other business relationship with an officer of the City of Laredo, or a family member of an officer, that results in taxable income exceeding **$2,500** during the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered; or
  (2) has given an officer of the City of Laredo, or a family member of an officer, one or more gifts with the aggregate value of more than **$100** in the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered
  (3) has a family relationship with an officer of the City of Laredo.

What family relationships create a conflict?
A "family member" is a person related to another person within the first degree by consanguinity (blood) or affinity (marriage), as described by Subchapter B, Chapter 573, Texas Government Code. The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives.
"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Texas Government Code.

Who are officers of the City of Laredo?
Officers are the members of the Laredo City Council, the City Manager, and any agent or employee who exercises discretion in the planning, recommending, selecting, or contracting with a vendor. An agent may include engineers and architects, as well as others, who assist the City is making a decision on some contract or purchase.

When must a vendor file the conflict of interest questionnaire?
No later than seven days after the date the vendor: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment or other business relationship with an officer or family member of the officer that the vendor (i) has made one or more gifts of more than $100 or (ii) has a family relationship with.

How do I go about filling out the Conflict of Interest Questionnaire form?

Section 1: Fill in the full name of the **person or company** who is trying to do business with the City. If the "person" is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ. If a sole proprietorship, then just the name of the individual is needed. If the "person" is an individual acting as an agent for some other person or a company, then it is the agent's name. **Any time an agent is involved, two FORM CIQs must be completed and submitted**: one for the agent, and one for the person or company that the agent acted for. The agent's FORM CIQ must note the vendor that the agent acted for.

Section 2: Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Laredo or begins contract discussions or negotiations with the City.

Section 3: Insert the name of the City of Laredo officer with whom there is an affiliation to or business relationship. If there is more than one City officer with whom there is an affiliation or business relationship, a separate form should be completed for each officer.

Section 4: Check the "Yes" or "No" box in Section 4 A or B.

4.A: State whether the officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.

4.B: State whether the vendor receives or is likely to receive taxable income, other than investment income, from or at the direction of the officer named on the form AND the taxable income is not received from the City.

Section 5: Describe each employment or business relationship with the local government officer named on the form.

Section 6: Check box to acknowledge gifts made that require disclosure.

Section 7. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form.

A copy of Chapter 176 of the Texas Local Government Code can be found at:

http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

This includes the vendor name even if a conflict does not exist

1 **Name of vendor who has a business relationship with local governmental entity.**

Insert name of vendor seeking to do business with the City of Laredo

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Insert name of officer with whom there is business, employment or family relationship. If no conflict, insert N/A.

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

Complete A-B if a conflict exist

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

Identify and describe the relationship, if applicable

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature required -- so sign and date, even if no conflict

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

J&P Mobile Mechanics LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Enrique Aldape III
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

9/15/25
Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

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6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

9/16/2025

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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(2) the vendor:

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(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

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Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

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(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Jason Mills
(a Partner of officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.

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

Subscribed and sworn before me this 12 day of September 2025.

Notary Public

My commission expires:
06-20-2029

KIMBERLY MARTINEZ
Notary Public, State of Texas
Comm. Expires 06-20-2029
Notary ID 135520705

ACORD

APMO-1

OP ID: PMM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/05/2024

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 Alexander Ins Agency / Dilley PO Box 1906 731 W. Leona Dilley, TX 78017 Dilley Office/CADS 830-965-2070	CONTACT NAME: Patricia Galindo PHONE (A/C, No, Ext): 830-965-2070 FAX (A/C, No): 830-965-2071 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED J&P Mobile Mechanic, LLC 117 Date Palm Dr Laredo, TX 78045	INSURER A: Penn-America Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			PAV0389054	03/05/2024	03/05/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

FORINFO

For Information Purposes Only

CANCELLATION

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

Joe M. Lira

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September 16, 2025
City of Laredo Purchasing Department
Laredo, Texas

Dear Evaluation Committee,

JP Mobile Mechanics is proud to submit our proposal in response to **FY25-089 General Diesel Engine Repairs** for the Laredo Fleet Department. As a locally owned Woman-owned and Army Veteran-operated small business based in Laredo, we are deeply honored for the opportunity to support our city and apply our expertise in diesel maintenance to serve our community.

We thank you for considering our proposal and welcome the opportunity to serve the City of Laredo with reliability, efficiency, and integrity.

Sincerely,

Priscilla Perez
Owner, JP Mechanics
jpmobilemechanics@outlook.com
(956) 744-6028

Reliable Diesel Engine Repair Solutions for City Fleets

Core Competencies

- Complete diesel engine diagnostics and calibration services
- Repair and replacement of injector pumps, injectors, cylinder heads, exhaust systems, fuel systems, and powertrain components
- Electrical system diagnostics and repairs for fleet vehicles
- Expertise servicing Caterpillar, Cummins, Ford, International Maxforce, Isuzu, Paccar, and other major engine manufacturers

Past Performance

- City of Laredo Generator Maintenance Contract for the Laredo Bridge System – FY25-066: Awarded for comprehensive fleet diesel engine repairs including diagnostics, injector pumps, and powertrain components.
- Private Sector Fleet Maintenance: Experience providing cost-effective, high-quality repairs to commercial and municipal fleets with quick turnaround times.
- U.S. Laredo Sector Border Patrol Generator Maintenance Subcontract: Extensive experience maintaining and repairing diesel engine fleets for federal law enforcement agencies, ensuring vehicle readiness and reliability.

Differentiators

- 24/7 On-Call Emergency Support: Rapid-response team available around the clock to minimize downtime and keep critical fleet vehicles operational.
- Local Expertise: Laredo-based team with rapid response capabilities
- Certified Technicians: OEM-certified specialists with extensive experience
- Quality Assurance: Rigorous inspection and testing processes ensure reliability
- Competitive Pricing: Proven ability to meet government budgets while maintaining quality

Primary Point of Contact

Jason Mills
Manager
Phone: (956) 744-6028 | Email: jpmobilemechanics@outlook.com

FY25-089
Rotex Truck Center, Inc
Supplier Response

Event Information

Number: FY25-089
Title: FY25-089 General Diesel Engine Repairs - Fleet Department
Type: Invitation For Bid
Issue Date: 8/25/2025
Deadline: 9/18/2025 05:00 PM (CT)
Notes: Vendors/contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission.

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

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a

manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. **********

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

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Rotex Truck Center, Inc Information

Contact: Robert Rosas
Address: 11802 Sara Road
Laredo, TX 78045
Phone: (956) 722-1250
Fax: (956) 727-7835
Email: robert@rotextrucks.com

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

RICHARD ROSAS
Signature

richard@rotextrucks.com
Email

Submitted at 9/3/2025 04:57:06 PM (CT)

Response Attachments

SIGNED Conflict of Interest Questionnaire.pdf

COI

SIGNED Form 1295 Certificate 101421124.pdf

FORM 1295

SIGNED Non-Collusive Affidavit Form.pdf

NON-COLLUSIVE AFFIDAVIT

City of Laredo (1110 Houston).pdf

CERTIFICATE OF LIABILITY INSURANCE

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** ROTEX TRUCK CENTER, INC. / RICHARD ROSAS / 956-722-1250
3	**State how long under has the business been in its present business name** 17 years
4	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A

5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

6	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? NO

7	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? NO

8	**State if the Company is a certified minority business enterprise** This company is not a certified minority business

9	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

10	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

11	**Conflict of Interest Questionnaire** Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? Yes
12	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) RICHARD ROSAS
14	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department FY25-089 General Diesel Engine Repairs - Fleet Department
15	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** ROTEX TRUCK CENTER, INC.
16	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
17	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. N/A
18	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
19	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. N/A
20	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable
21	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. N/A

22 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

23 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

N/A

24 **Updates on contributions required**

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

25 **Question 8. Disclosure of Conflict of Interest**

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

I am not aware of any conflict of interest

26 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

N/A

27 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ I have read and understand this section

28 **Question 10. No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section

29 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☑ I have acknowledge that I have been advised

30 **Question 11. Oath**

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

RICHARD ROSAS / OPERATIONS MANAGER /ROTEX TRUCK CENTER, INC./ 9/2/2025

31 **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

32 **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: Staring 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

33 **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 requests additional compensation.

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

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

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:
(a) All information required by the bid form shall be furnished. 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. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
(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 Jaime Zapata 5512, Thomas Ave, Laredo, TX 78041; email: jezapata@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. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. This contract will be awarded to multiple vendors.
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 it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign 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.
4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

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

13.0 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

3 4 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 occurence 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.

NON-CONSTRUCTION BIDS:

Insurance Requirements

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

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

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

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

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

CONSTRUCTION BIDS:

INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(i) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

(k) 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.

(l) 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. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(m) 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.

(n) 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 a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
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, Builders Risk, and all liability policies. 13. 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.
4. 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.
5. 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.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
8. 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.

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(p) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

☑ I agree my insurance meets minumum requirements

35 **Disqualification & Debarment Certification**

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

☑ I certify to the terms and conditions

36

Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

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

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section

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

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

38 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

ACKNOWLEDGE

39 **Addendum**

The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

Important Notice:

- Addendum notifications will be sent to the email address associated with each submission.
- It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged.
- Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

☑ Acknowledge

Bid Lines

1 **Package Header**

Section I: General Diesel Engine Repairs-Injector Pumps, Injectors/Calibration, Diagnostics, Cylinder Heads, Exhaust Systems, Engines, Fuel Systems, Power Train Components, Electrical Components and all repairs related to Diesel Engines: Caterpillar, Cummins, Ford, International Maxforce, Isuzu, Paccar, and Others.

Quantity: 1 UOM: EA

Package Items

1.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $75.00 Total: $75.00

1.2 Parts Price Schedule

Percent of discount offered.

Quantity: 1 UOM: Percentage Discount Total: 15%

1.3 Repairs will be completed within working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $2.00 Total: $2.00

Supplier Notes: 1-2 DAYS OR DEPENDING ON SEVERITY

Response Total: $0.00

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

ROTEX TRUCK CENTER, INC.

2 [X] **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

RICHARD ROSAS N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

N/A [ ] Yes [ ] No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

N/A [ ] Yes [ ] No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 N/A [ ] Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

9/2/2025

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1357525

Date Filed:
09/02/2025

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Rotex Truck Center, Inc.
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 Division

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.**
FY25-089
General Diesel Engine Repairs - Fleet Department)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
ROSAS, RICHARD	LAREDO, TX United States		X

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

6 **UNSWORN DECLARATION**

My name is RICHARD ROSAS, and my date of birth is 8/12/1968.

My address is 11802 SARA RD, LAREDO (city), TX (state), 78045 (zip code), _____ (country).

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

Executed in WEBB County, State of TX, on the 2 day of SEPTMBER (month) 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is RICHARD ROSAS
(a Partner of officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.

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

Subscribed and sworn before me this 2 day of SEPT 20 25.

Notary Public

My commission expires:

January 3, 2028

CHRISTOPHER ANDRE CERVANTES
My Notary ID # 134697746
Expires January 3, 2028

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/07/2025

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 Laredo Commercial Insurance Agency Inc 3311 E. Del Mar Blvd., Ste 107 Laredo, TX 78041 License #: 19851	CONTACT NAME: Michelle Paredes PHONE (A/C, No, Ext): (956)729-0799 FAX (A/C, No): (956)712-3996 E-MAIL ADDRESS: mparedes@laredoins.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Colony Insurance Group	
INSURED Rotex Truck Center, Inc. 11802 Sara Road Laredo, TX 78045	INSURER B : National Liability & Fire Insurance Company	
	INSURER C : Texas Mutual Insurance Company	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 00000254-799382 **REVISION NUMBER:** 31

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	GP8742943	03/07/2025	03/07/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ $ $ $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	73APB010816	02/21/2025	02/21/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	0001243985	10/18/2024	10/18/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Garage Liab/Keepers			GP8742943	03/07/2025	03/07/2026	Other than Auto	$1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
City of Laredo 1110 Houston St Laredo, TX 78040	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 (MP1)

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FY25-089

Andy's Auto Air & Supplies, Inc

Supplier Response

Event Information

Number: FY25-089
Title: FY25-089 General Diesel Engine Repairs - Fleet Department
Type: Invitation For Bid
Issue Date: 8/25/2025
Deadline: 9/18/2025 05:00 PM (CT)
Notes: Vendors/contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission.

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

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a

manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. **********

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

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Andy's Auto Air & Supplies, Inc Information

Contact: Robert Rosas
Address: 11901 Sara Road
Laredo, TX 78045
Phone: (956) 722-7321
Email: robert@andys-air.com
Web Address: http://andysautoair.com/

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

Robert Rosas
Signature

robert@andys-air.com
Email

Submitted at 9/16/2025 01:41:04 PM (CT)

Response Attachments

Affidavit - Signed.pdf

Affidavit - Signed

Form 1295 - SIGNED.pdf

Form 1295 - SIGNED

Conflict of interest - Completed & Signed.pdf

Conflict of interest - Completed & Signed

City of Laredo.pdf

Certificate of Insurance

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Andy's Auto Air & Supplies, Inc. // Roberto Rosas 956-722-7321.
3	**State how long under has the business been in its present business name** 43 years
4	**If applicable, list all other names under which the Business identified above operated in the last five years** Andy's Auto & Bus Air, Inc.

5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
6	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? NO
7	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? NO
8	**State if the Company is a certified minority business enterprise** Historically Underutilized Business (HUB)
9	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.
10	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

11	**Conflict of Interest Questionnaire** Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? Yes
12	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) ROBERT ROSAS
14	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department FY25-089 (FY25-089 General Diesel Engine Repairs - Fleet Department)
15	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Andy's Auto Air & Supplies, Inc. / DBA: Andy's Auto & Bus Air, Inc.
16	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
17	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. No response
18	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
19	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. No response
20	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable
21	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. No response

22	**Question 7. Disclosure of political contributions** List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) Not Applicable
23	**Question 7. Disclosure of political contributions** If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. No response
24	**Updates on contributions required** Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
25	**Question 8. Disclosure of Conflict of Interest** Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? I am not aware of any conflict of interest
26	**8. Disclosure of Conflict of Interest** If you selected I am aware of conflict of interest is question 8, please list them in this section. No response
27	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☑ I have read and understand this section
28	**Question 10. No Contact with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section
29	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised

30 **Question 11. Oath**

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

Roberto Rosas General Manager, Andy's Auto Air & Supplies, Inc.

31 **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

32 **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: Staring 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

33 **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 requests additional compensation.

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

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

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:
(a) All information required by the bid form shall be furnished. 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. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
(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 Jaime Zapata 5512, Thomas Ave, Laredo, TX 78041; email: jezapata@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. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. This contract will be awarded to multiple vendors.
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 it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign 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.
4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

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

13.0 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

3 4 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 occurence 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.

NON-CONSTRUCTION BIDS:

Insurance Requirements

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

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

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

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

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

CONSTRUCTION BIDS:

INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(i) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

(k) 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.

(l) 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. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(m) 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.

(n) 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 a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
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, Builders Risk, and all liability policies. 13. 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.
4. 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.
5. 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.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
8. 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.

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(p) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

☑ I agree my insurance meets minumum requirements

3
6

Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

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

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section

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

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

38 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

ACKNOWLEDGE

39 **Addendum**

The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

Important Notice:

- Addendum notifications will be sent to the email address associated with each submission.
- It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged.
- Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

☑ Acknowledge

Bid Lines

1 **Package Header**

Section I: General Diesel Engine Repairs-Injector Pumps, Injectors/Calibration, Diagnostics, Cylinder Heads, Exhaust Systems, Engines, Fuel Systems, Power Train Components, Electrical Components and all repairs related to Diesel Engines: Caterpillar, Cummins, Ford, International Maxforce, Isuzu, Paccar, and Others.

Quantity: 1 UOM: EA

Package Items

1.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $110.00 Total: $110.00

1.2 Parts Price Schedule

Percent of discount offered.

Quantity: 1 UOM: Percentage Discount Total: 20%

1.3 Repairs will be completed within working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $3.00 Total: $3.00

Supplier Notes: 1 to 3 days depending on the severity of the repair

Response Total: $0.00

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

ANDY'S AUTO & BUS AIR, INC.

2 [X] **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

ROBERT ROSAS NONE

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

N/A [ ] Yes [ ] No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

N/A [ ] Yes [ ] No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 [N/A] Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity — Date: 9/2/2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/17/2025

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
The Hilb Group of Maryland dba PSA Insurance
& Financial Partners, LLC
11311 McCormick Rd, Suite 500
Hunt Valley MD 21031-8622

CONTACT NAME: Katie Carberry
PHONE (A/C, No, Ext): (443) 798-7359 **FAX (A/C, No):** (410) 828-0242
E-MAIL ADDRESS: KCarberry@psafinancial.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Accident & Indemnity Co	22357
INSURER B : Trumbull Insurance Company	27120
INSURER C : Hartford Casualty Insurance Co	29424
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Andy's Auto & Air Supply
11901 Sara Rd
Laredo TX 78045

COVERAGES **CERTIFICATE NUMBER:** 2025 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			30UENSV6C3A	04/12/2025	04/12/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X] 1,000 Comp [X] 1,000 Coll			30UENOL1987	04/12/2025	04/12/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			30HHUSV6C3B	04/12/2025	04/12/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Garage Keepers and Dealer's Open Lot			30UUNSV6DCM	04/12/2025	04/12/2026	See attached	

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

CERTIFICATE HOLDER
City of Laredo
1102 Bob Bullock Loop
Laredo TX 78043

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 01348296

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
The Hilb Group of Maryland dba PSA Insurance	Andy's Auto & Air Supply
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Location 1: 11901 Sara Rd, Laredo, TX 78045
Location 2: 13403 Western Oak Dr, Helotes, TX 78023
Location 3: 1502 Santa Ursula, Laredo, TX 78040
Location 4: 515 N Val Verde Road, Edinburg, TX, 78542
Location 5: 703 N Val Verde Road, Edinburg, TX, 78542

Dealer's Open Lot Physical Damage
Location 1: 11901 Sara Rd, Laredo, TX 78045 $0
Location 2: 13403 Western Oak Dr, Helotes, TX 78023 $0
Location 3: 1502 Santa Ursula, Laredo, TX 78040 $50,000

GarageKeepers Physical Damage
Location 1: 11901 Sara Rd, Laredo, TX 78045 $250,000
Location 2: 13403 Western Oak Dr, Helotes, TX 78023 $250,000
Location 3: 1502 Santa Ursula, Laredo, TX 78040 $3000,000

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AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is ROBERT ROSAS
(a Partner of officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.

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

Subscribed and sworn before me this 2 day of SEPT 20 2025.

Notary Public

My commission expires:

January 3, 2028

CHRISTOPHER ANDRE CERVANTES
My Notary ID # 134697746
Expires January 3, 2028

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1363677

Date Filed:
09/16/2025

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Andy's Auto Air & Supplies, Inc.
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

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.**
FY25-089
General Diesel Engine Repairs - Fleet Department

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
ROSAS, ROBERT	Laredo, TX United States		X

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

6 **UNSWORN DECLARATION**

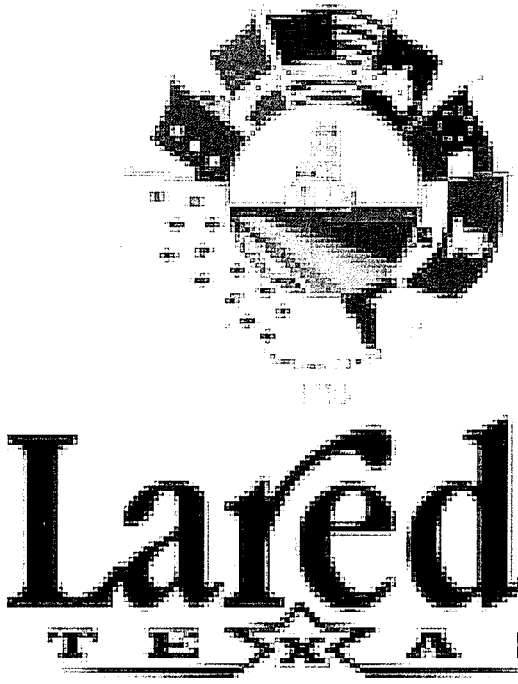
My name is ROBERTO ROSAS, and my date of birth is 11/23/1962.

My address is 11901 SARA RD, LAREDO (city), TX (state), 78045 (zip code), USA (country).

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

Executed in WEBB County, State of TX, on the 16 day of SEPT. (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)



FY25-089

Cervantes Truck Center, Inc.

Supplier Response

Event Information

Number: FY25-089
Title: FY25-089 General Diesel Engine Repairs - Fleet Department
Type: Invitation For Bid
Issue Date: 8/25/2025
Deadline: 9/18/2025 05:00 PM (CT)
Notes: Vendors/contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission.

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

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a

manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. **********

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

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Cervantes Truck Center, Inc. Information

Contact: Alma Cervantes
Address: 5502 State Hwy 359
Laredo, TX 78043
Phone: (956) 723-0860
Fax: (956) 723-7517
Email: cervantestruckcenter@yahoo.com

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

Alma Cervantes
Signature

Cervantestruckcenter@yahoo.com
Email

Submitted at 9/15/2025 02:50:58 PM (CT)

Response Attachments

CIQ_20250915_0001.pdf

CIQ

Non Collusive Affidavid_20250915_0001.pdf

Non-Collusive Affidavit

Contract Disclosure_20250915_0001.pdf

COL Contract Disclosure

City Form 1295_20250915_0001.pdf

Form 1295

Bidder Questionnaire_20250915_0001.pdf

Bidder Questionnaire

COL Insurances_20250915_0001.pdf

COL Insurances

COL Letter 2025_20250915_0001.pdf

COL Letter

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Cervantes Truck Center, Inc.
3	**State how long under has the business been in its present business name** 22

4	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A
5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
6	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? No
7	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? No
8	**State if the Company is a certified minority business enterprise** This company is not a certified minority business
9	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

10 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

11 **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

12 **Disclosure Form**

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

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

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Alma Cervantes

14 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

FY25-089

15 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Cervantes Truck Center, Inc.

16 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

17 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

No response

18 **Question 5. List any individuals or entities that will be subcontractors on this contract**

Not Applicable

19 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

No response

20 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

21 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

22 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

23 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

24 **Updates on contributions required**

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

25 **Question 8. Disclosure of Conflict of Interest**

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

I am not aware of any conflict of interest

26 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

27 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ I have read and understand this section

28	**Question 10. No Contact with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section
29	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised
30	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Alma Cervantes, Office Manager Cervantes Truck Center, Inc. September 15, 2025
31	**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

32 **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: Staring 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

33 **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 requests additional compensation.

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

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

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

(a) All information required by the bid form shall be furnished. 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. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(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 Jaime Zapata 5512, Thomas Ave, Laredo, TX 78041; email: jezapata@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. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

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

Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

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

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 it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

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

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign 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.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

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

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

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

13.0 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

3 4 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 occurence 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.

NON-CONSTRUCTION BIDS:

Insurance Requirements

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

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

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

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

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

CONSTRUCTION BIDS:

INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(i) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

(k) Commercial Automobile Liab[illegible] insurance at minimum combined single l[illegible]s of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non- owned, and hired car coverage.

(l) 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. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(m) 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.

(n) 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 a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
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, Builders Risk, and all liability policies. 13. 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.
4. 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.
5. 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.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
8. 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.

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(p) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

☑ I agree my insurance meets minumum requirements

35 **Disqualification & Debarment Certification**

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

☑ I certify to the terms and conditions

36

Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

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

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section

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

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

38 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

39 **Addendum**

The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

Important Notice:

- Addendum notifications will be sent to the email address associated with each submission.
- It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged.
- Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

☑ Acknowledge

Bid Lines

1 **Package Header**

Section I: General Diesel Engine Repairs-Injector Pumps, Injectors/Calibration, Diagnostics, Cylinder Heads, Exhaust Systems, Engines, Fuel Systems, Power Train Components, Electrical Components and all repairs related to Diesel Engines: Caterpillar, Cummins, Ford, International Maxforce, Isuzu, Paccar, and Others.

Quantity: 1 UOM: EA

Supplier Notes: $ 75.00/ Hour

Package Items

1.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $75.00 Total: $75.00

1.2 Parts Price Schedule

Percent of discount offered.

Quantity: 1 UOM: Percentage Discount Total: 0%

Supplier Notes: City of Laredo will provide parts.

1.3 Repairs will be completed within working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $0.00 Total: $0.00

Supplier Notes: 3-5 working days

Response Total: $0.00

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Cervantes Truck Center, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Irma Cervantes

Signature of vendor doing business with the governmental entity

September 15, 2025

Date

[X] HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Alma Cervantes (Name) | Alma Cervantes (Signature) | September 15, 2025 (Date)

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

Cervantes Truck Center, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Alma Cervantes
Signature of person doing business with the governmental entity

September 15, 2025
Date

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Francisco Cervantes
(a Partner of officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.

Francisco Cervantes

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

Subscribed and sworn before me this 15th day of Sept 20 25.

Veronica Montenegro Hernandez

Notary Public

My commission expires:
07/10/2029

VERONICA MONTENEGRO HERNANDEZ
Notary ID #126954802
My Commission Expires
July 10, 2029

30.0

City of Laredo
Discretionary Contracts Disclosure

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

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a** X **New Submission or** ___ **Correction or** ___ **Update to previous submission.**

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

First	M.I.	Last	Suffix
Alma		Cervantes	

***2. Contract Information.**

a) Contract or Project name(s): FY25-089 General Diesel Engine Repairs
Fleet Department

b) Originating Department(s): Fleet Department

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Name (Print)	Signature	Name (Print)	Signature
Carlos Cervantes	Carlos Cervantes		

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

☒ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Name of partner, parent, or subsidiary business entity(ies): _____

***5. List any individuals or entities that will be subcontractors on this contract.**

☒ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors: _____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

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

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

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

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

☐ List of contributors: _____

Updates on Contributions Required

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

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

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

by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest: _____

_____

_____

***Acknowledgements**

☒ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☒ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

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

Alma Cervantes		Office Manager
Name (Print)	Signature	Title
Cervantes Truck Center, Inc.		September 15, 2025
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

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

OFFICE USE ONLY

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

Cervantes Truck Center, Inc.

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 - Fleet Department

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

FY25-089 General Diesel Engine Repairs - Fleet Department

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** [X]

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

**********Form does not need to be notarized*******

26.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Cervantes Truck Center, Inc.

Signature of person authorized to sign bid Alma Cervantes Date September 15, 2025

Print Name of person authorized to sign bid Alma Cervantes

Title: Office Manager

Business Address: 5502 State Hwy 359

City, State, Zip Code: Laredo, TX 78043

Telephone Number: (956) 723-0860 Fax Number: _____

Contact Person Email Address: cervantestruckcenter@yahoo.com

Federal Tax ID Number: 76-0736838

Bidders Principal/Corporate Place of Business Address: 5502 State Hwy 359

Indicated Status of Business:

Corporation X Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 22 Years

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? (Yes) No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / (No)

Is any litigation pending against the Business? Yes / (No)

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / (No)
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / (No)

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / (No)

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / (No)

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / (No)

Is the Business in arrears in any contract or debt? Yes / (No)

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / (No)

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / (No)

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes (No) Disadvantaged Business Enterprise (DBE): Yes (No)

Small Disadvantaged Business Enterprise (SDBC) Yes (No) Other: Please specify _____

This company is not a certified minority business: ☒

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

27.0 Price Schedule

Section I: General Diesel Engine Repairs-Injector Pumps, Injectors/Calibration, Diagnostics, Cylinder Heads, Exhaust Systems, Engines, Fuel Systems, Power Train Components, Electrical Components and all repairs related to Diesel Engines: Caterpillar, Cummins, Ford, International Maxforce, Isuzu, Paccar, and Others.

27.1 Standard Shop Labor Rate

Standor Shop Labor Rate/Hour	Comments
$ 75.00 / Hour	

25.2 Parts Price Schedule

Percent of Discount offered	0 %
Product Identification (MFR)	
Type Price Schedule (dealer, jobber,etc.)	
Price Schedule column on which distcount is based (i.e. distributor, net, wholesale)	

27.3 Repair completion in working days after receipt of order. 3-5 (Working Days)

Company Name: Cervantes Truck Center, Inc.

Owner/President Name: Francisco Cervantes

Company Address: 5502 State Hwy 359

City, State, Zip Code: Laredo, TX 78043

Company Authorized Representative's Signature: Carlos Cervantes

Company Representative's Name:

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CERVANTES TRUCK CENTER, INC.

September 15, 2025

City of Laredo

FY25-089 General Diesel Engine Repairs - Fleet Department

To whom it may concern:

Once again thank you for giving us another opportunity in being part of this solicitation.

We have been in the heavy truck & off-road heavy equipment repairing business for over 30 years. Our service technicians have over 24 years of "hands on" experience and are able to repair all types of heavy equipment. I can assure that our service technicians are very responsible, knowledgeable, dedicated and very hard workers. We also count with a complete line of Industrial Machine Shop.

I am looking forward to doing business with the City of Laredo Fleet Department. Please don't hesitate to contact me with any questions at (956) 723-0860

Best Regards,

Carlos Cervantes

Carlos Cervantes

Asst Shop Foreman

5502 State Hwy 359 * Laredo, TX 78043 * PH (956) 723-0860 * Fax (956) 723-7517

Laredo
TEXAS

FY25-089
South Texas Auto Rebuilders, Inc.
Supplier Response

Event Information

Number: FY25-089
Title: FY25-089 General Diesel Engine Repairs - Fleet Department
Type: Invitation For Bid
Issue Date: 8/25/2025
Deadline: 9/18/2025 05:00 PM (CT)
Notes: Vendors/contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission.

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

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a

manual that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. **********

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

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

South Texas Auto Rebuilders, Inc. Information

Contact: Joe Villarreal
Address: 2720 Guadalupe
Laredo, TX 78043
Phone: (956) 723-8711
Fax: (956) 723-1768
Email: sotxauto@yahoo.com
Web Address: www.sotxauto.com

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

Jose Luis Villarreal Jr.
Signature

sotxauto@yahoo.com
Email

Submitted at 9/16/2025 05:17:11 PM (CT)

Response Attachments

COI Quest City Completed.pdf

Conflict of Interest Questionnaire

City of Laredo Diesel Bid STAR.pdf

Fleet FY25-089 General Diesel Engine Repairs

City of Laredo 1295 Form General Diesel Repairs.pdf

1295 Form

Affidavit (2).pdf

Non-Collusive Affidavit

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** South Texas Auto Rebuilders, Inc., Jose Luis Villarreal, Jr. (956)744-9445
3	**State how long under has the business been in its present business name** 36
4	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A

5 **State if the Company is a certified minority business enterprise**

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

6 **Questions Part 1**

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

No

7 **Questions Part 2**

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

No

8 **State if the Company is a certified minority business enterprise**

This company is not a certified minority business

9 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

10 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

11 **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

12 **Disclosure Form**

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

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

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Jose Luis Villarreal, Jr.

14 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

FY25-089 (FY25-089 General Diesel Engine Repairs - Fleet Department)

15 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

South Texas Auto Rebuilders, Inc.

16 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

17 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

N/A

18 **Question 5. List any individuals or entities that will be subcontractors on this contract**

Not Applicable

19 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

N/A

20 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

21 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

N/A

22 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

23 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

N/A

24 **Updates on contributions required**

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

25 **Question 8. Disclosure of Conflict of Interest**

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

I am not aware of any conflict of interest

26 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

N/A

27 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ I have read and understand this section

28 **Question 10. No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section

29 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☑ I have acknowledge that I have been advised

30 **Question 11. Oath**

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

Jose Luis Villarreal, President, South Texas Auto Rebuilders, Inc. 9/9/2025

31 **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

32 **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: Staring 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

33 **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 requests additional compensation.

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

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

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:
(a) All information required by the bid form shall be furnished. 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. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
(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 Jaime Zapata 5512, Thomas Ave, Laredo, TX 78041; email: jezapata@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. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. This contract will be awarded to multiple vendors.
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 it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign 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 creditor.
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.
4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

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

13.0 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

34 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 occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of

$1,000,000 each-occurrence ea[illegible]accident/$1,000,000 by disease each-oc[illegible]ence/$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.

NON-CONSTRUCTION BIDS:

Insurance Requirements

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

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

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

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

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

CONSTRUCTION BIDS:

INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(i) Commercial General Liability insurance at minimum combined single limit of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

(k) 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.

(l) 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. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(m) 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.

(n) 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 a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
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, Builders Risk, and all liability policies. 13. 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.
4. 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.
5. 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.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
8. 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.

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(p) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

☑ I agree my insurance meets minumum requirements

35

Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

☑ I certify to the terms and conditions

36

Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

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

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section

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

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

38 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

I am a local vendor and agree.

39 **Addendum**

The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

Important Notice:

- Addendum notifications will be sent to the email address associated with each submission.
- It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged.
- Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

☑ Acknowledge

Bid Lines

1 **Package Header**

Section I: General Diesel Engine Repairs-Injector Pumps, Injectors/Calibration, Diagnostics, Cylinder Heads, Exhaust Systems, Engines, Fuel Systems, Power Train Components, Electrical Components and all repairs related to Diesel Engines: Caterpillar, Cummins, Ford, International Maxforce, Isuzu, Paccar, and Others.

Quantity: 1 UOM: EA

Package Items

1.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $100.00 Total: $100.00

1.2 Parts Price Schedule

Percent of discount offered.

Quantity: 1 UOM: Percentage Discount Total: 15%

1.3 Repairs will be completed within working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $1.00 Total: $1.00

Supplier Notes: As soon as approved and also depending on the nature of the repair, but department will be notified of repair completion time.

Response Total: $0.00

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

South Texas Auto Rebuilders, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

9/15/2025

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1363576

Date Filed:
09/15/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
South Texas Auto Rebuilders, Inc.
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

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.
FY25-089
General Diesel Engine Repairs- Fleet Department

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Jose Luis Villarreal, Jr., and my date of birth is 06/24/1971.

My address is 2019 Galveston St., Laredo (city), TX (state), 78043 (zip code), US (country).

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

Executed in Webb County, State of Texas, on the 15th day of September (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Officer of South Texas Auto Rebuilders, Inc
(a Partner of officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.

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

Subscribed and sworn before me this 16th day of September 2025.

Notary Public

My commission expires:
01/23/2028

NADIA E PEREZ
Notary Public, State of Texas
Comm. Expires 01/23/2028
Notary ID 132326696

City of Laredo

City Council

Meeting Date: 10/20/2025 **Consent Agenda 34.**

SUBJECT
Consideration to renew supplies contract FY23-040 for the purchase of OEM parts for small and medium vehicles for the City's Fleet Department with the following vendors:

Section I: Rush Truck Center, Laredo, TX in an annual amount up to $450,000.00;
Doggett Freightliner, Laredo, TX in an annual amount up to $250,000.00;

Section II: Doggett Freightliner, Laredo, TX in an annual amount up to $300,000.00;
Rush Truck Center, Laredo TX in an annual amount up to $150,000.00;

Section III: Rotex Truck Center, Laredo, TX in an annual amount up to $500,000.00;
Andy's Auto & Bus Air, Laredo, TX in an annual amount up to $75,000.00 (A/C Parts Only);
Rush Truck Center, Laredo, TX in an annual amount up to $200,000.00 (Parts Only);

Section IV: Rush Truck Center, Laredo, TX in an annual amount up to $85,000.00;
Doggett Freightliner, Laredo, TX in an annual amount up to $70,000.00;

Section V: Rush Truck Center, Laredo, TX in an annual amount up to $150,000.00;
Doggett Freightliner, Laredo, TX in annual amount up to $100,000.00.

This contract provides the Fleet Department with the ability to purchase OEM parts for small and medium vehicle repairs. 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 is the last extension period for this contract. All parts and services will be secured on an as-needed basis. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION
Approved a one-year contract on 4/17/23.
Approved a one-year contract on 4/2/24.
Approved a one-year contract on 12/2/24.

BACKGROUND
This contract establishes a percentage discount on (OEM) original equipment manufacturer parts for small and medium vehicle repairs. There was no price increase during the last extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the last extension period for this contract. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year:	2026.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593-2820-533-2080.
Change Order: Exceeds 25% Y/N:	No.

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.

					Andy's Auto Air & Supplies, Inc		DOGGETT FREIGHTLINER OF		Rotex Truck Center, Inc		Rush Truck Center, Laredo	
					Total Price	$0.00	Total Price	$0.00	Total Price	$0.00	Total Price	$0.00
Line #	Description	Mfgr	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I: Peterbilt Captive New Parts	Peterbilt Captive New Parts	1	PKG	$0.00	$0.00	$0.00	$0.00	No Bid		$0.00	$0.00
1.1	Percentage of Discount offered	Peterbilt OEM Parts	1	EA	20.0%		10.0%				20.0%	
1.2	Parts will be delivered within _____ working days after receipt of order.		1	Working Days	No Response							
2	Section II: Freightliner Captive New Parts	Freightliner Captive New Parts	1	PKG	$0.00	$0.00	$0.00	$0.00	No Bid		$0.00	$0.00
2.1	Percentage of Discount offered	Freightliner OEM Parts	1	EA	20.0%		25.0%				10.0%	
2.2	Parts will be delivered within _____ working days after receipt of order.		1	Working Days	No Response							
3	Section III: International Captive New Parts	International Captive New Parts	1	PKG	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3.1	Percentage of Discount offered	International OEM Parts	1	EA	20.0%		10.0%		20.0%		10.0%	
3.2	Parts will be delivered within _____ working days after receipt of order.		1	Working Days	No Response				No Response			
4	Section IV: MACK Captive New Parts	MACK Captive New Parts	1	PKG	$0.00	$0.00	$0.00	$0.00	No Bid		$0.00	$0.00
4.1	Percentage of Discount offered	MACK OEM Parts	1	EA	20.0%		10.0%				10.0%	
4.2	Parts will be delivered within _____ working days after receipt of order.		1	Working Days	No Response							
5	Section V: GMC/Chevrolet Captive New Parts	GMC/Chevrolet Captive New Parts	1	PKG	$0.00	$0.00	$0.00	$0.00	No Bid		$0.00	$0.00
5.1	Percentage of Discount offered	GMC/Chevrolet OEM Parts	1	EA	20.0%		10.0%				10.0%	
5.2	Parts will be delivered within _____ working days after receipt of order.		1	Working Days	No Response							

City of Laredo
Purchasing Division

RENEWAL NOTICE

September 25, 2025

Mr. Dustin Smith
Doggett Freightliner of South Texas
12002 FM 1472
Laredo, Texas 78041

Re: Medium/H.D. Truck OEM Parts
Contract FY23-040
Extension III

Dear Mr. Smith,

This is to inform you that the contract FY23-040 which was approved by the City Council on April 17, 2023 is up for renewal. This is the last extension period for this contract. This contract is for parts only. Your company is currently awarded the sections below.

Contract Pricing:

Section I, IV, V	Secondary Vendor
Section II	Primary Vendor

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 renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Doggett Freightliner of South Texas

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Dustin Smith

Date: 09/30/2025

City of Laredo
Purchasing Division

RENEWAL NOTICE

September 25, 2025

Mr. Roberto Rosas
Andy's Auto Air & Supplies
11901 Sara Road
Laredo, Texas 78045

Re: Medium/H.D. Truck OEM Parts
Contract FY23-040
Extension III

Dear Mr. Rosas,

This is to inform you that the contract FY23-040 which was approved by the City Council on April 17, 2023 is up for renewal. This is the last extension period for this contract. This contract is only for parts only.

Contract Pricing:

Section III Secondary Vendor

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 renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Andy's Auto Air & Supplies

Request a contract extension: X Not request a contract extension: _____

Authorized Signature: _____

Print Name: ROBERT ROSAS

Date: 9/26/2025

City of Laredo
Purchasing Division

RENEWAL NOTICE

September 25, 2025

Mr. ~~Jorge Rosas~~ RICHARD ROSAS
Rotex Truck Center
11802 Sara Road
Laredo, Texas 78045

Re: Medium/H.D. Truck OEM Parts
Contract FY23-040
Extension III

Dear Mr. Rosas,

This is to inform you that the contract FY23-040 which was approved by the City Council on April 17, 2023 is up for renewal. This is the last extension period for this contract. This contract is for parts only. Your company is currently awarded the sections below.

Contract Pricing:

Section III Primary Vendor

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 renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Rotex Truck Center

Request a contract extension: X ~~Not~~ request a contract extension: _____

Authorized Signature: _____

Print Name: RICHARD ROSAS

Date: 9/26/2025

City of Laredo
Purchasing Division

RENEWAL NOTICE

September 25, 2025

Mr. Lewis Woodal
Rush Truck Center
10216 Union Pacific Boulevard
Laredo, Texas 78045

Re: Medium/H.D. Truck OEM Parts
Contract FY23-040
Extension III

Dear Mr. Woodal,

This is to inform you that the contract FY23-040 which was approved by the City Council on April 17, 2023 is up for renewal. This is the last extension period for this contract. This contract is only for parts only. Your company is currently awarded the sections listed below.

Contract Pricing:

Section I, IV, V	Primary Vendor
Section II & III	Secondary Vendor

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 renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Rush Truck Center

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Ruth Ramirez

Date: 9-26-25

City of Laredo
Purchasing Division

LETTER OF AWARD

December 4, 2024

Mr. Dustin Smith
Doggett Freightliner of South Texas
12002 FM 1472
Laredo, Texas 78041

Re: Medium/H.D. Truck OEM Parts
Contract FY23-040
Extension II

Dear Mr. Smith,

This is to inform you that the contract renewal FY23-040 was approved by the City Council on December 2, 2024. The term of this contract shall be for a period of one year. This is the second of three extension periods. This contract will be for parts only. Your company is currently awarded the sections below.

Contract Pricing:

Section I, IV, V	Secondary Vendor
Section II	Primary Vendor

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,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

December 4, 2024

Mr. Robert Rosas
Rotex Truck Center
11802 Sara Road
Laredo, Texas 78045

Re: Medium/H.D. Truck OEM Parts
Contract FY23-040
Extension II

Dear Mr. Rosas,

This is to inform you that the contract renewal FY23-040 was approved by the City Council on December 2, 2024. The term of this contract shall be for a period of one year. This is the second of three of extension periods. This contract will be for parts only. Your company is currently awarded the sections below.

Contract Pricing:

Section III	Primary Vendor

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,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

December 4, 2024

Mr. Lewis Woodal
Rush Truck Center
10216 Union Pacific Boulevard
Laredo, Texas 78045

Re: Medium/H.D. Truck OEM Parts
Contract FY23-040
Extension II

Dear Mr. Woodal,

This is to inform you that the contract renewal FY23-040 was approved by the City Council on December 2, 2024. The term of this contract shall be for a period of one year. This is the second of three extension periods. This contract will be for parts only. Your company is currently awarded the sections below.

Contract Pricing:

Section I, IV, V	Primary Vendor
Section II & III	Secondary Vendor

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,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

December 4, 2024

Mr. Roberto Rosas
Andy's Auto Air & Supplies
11901 Sara Road
Laredo, Texas 78045

Re: Medium/H.D. Truck OEM Parts
Contract FY23-040
Extension II

Dear Mr. Rosas,

This is to inform you that the contract renewal FY23-040 was approved by the City Council on December 2, 2024. The term of this contract shall be for a period of one year. This is the second of three extension periods. This contract will be for parts only. Your company is currently awarded the sections below.

Contract Pricing:

Section III Secondary Vendor

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,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

City of Laredo

City Council

Meeting Date: 12/2/2024 **Consent Agenda 53.**

SUBJECT
Consideration to renew supplies contract FY23-040 for the purchase of OEM parts for small and medium vehicles for the City's Fleet Department with the following vendors:

Section I: Rush Truck Center, Laredo, TX in an amount up to $450,000.00,(Primary Vendor);
Doggett Freightliner, Laredo, TX in an amount up to $250,000.00, (Secondary Vendor);

Section II: Doggett Freightliner, Laredo, TX in an amount up to $300,000.00 (Primary Vendor);
Rush Truck Center, Laredo TX

Section III: Rotex Truck Center, Laredo, TX in an amount up to $500,000.00 (Primary Vendor);
Andy's Auto & Bus Air, Laredo, TX in an amount up to $75,000.00 (Secondary Vendor A/C Parts Only);
Rush Truck Center, Laredo, TX in an amount up to $200,000.00 (Secondary Vendor Parts Only);

Section IV: Rush Truck Center, Laredo, TX in an amount up to $85,000.00 (Primary Vendor);
Doggett Freightliner, Laredo, TX in an amount up to $70,000.00 (Secondary Vendor);

Section V: Rush Truck Center, Laredo, TX in amount up to $150,000.00 (Primary Vendor);
Doggett Freightliner, Laredo, TX in amount up to $100,000.00 (Secondary Vendor).

This contract provides the Fleet Department with the ability to purchase OEM parts for small and medium vehicle repairs. 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 may be extended one additional, one-year period, upon mutual agreement of the parties. All parts and services will be secured on an as-needed basis. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION
Approved a one-year contract on 4/2/24.

BACKGROUND
This contract establishes a percentage discount on (OEM) original equipment manufacturer parts for small and medium vehicle repairs. This is the first of three extension periods. There was no price increase during the last extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

This contract establishes a percentage discount on (OEM) original equipment manufacturer parts for small and medium vehicle repairs. This is the first of three extension periods. There was no price increase during the last extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its

execution. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Awarded sections and vendor dollar amount totals attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year:	2025.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593-2810-533-2080.
Change Order: Exceeds 25% Y/N:	No.

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

November 7, 2024

Mr. Roberto Rosas
Andy's Auto Air & Supplies
11901 Sara Road
Laredo, Texas 78045

Re: Medium/H.D. Truck OEM Parts
Contract FY23-040
Extension II

Dear Mr. Rosas,

This is to inform you that the contract FY23-040 which was approved by the City Council on April 17, 2023 is up for renewal. This is the second of three extension periods. This contract is only for parts only. Your company is currently awarded the sections listed below.

Contract Pricing:

Section III Secondary Vendor

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 renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime L. Zapata
Purchasing Agent

Xc: Purchasing File

Andy's Auto Air & Supplies

Request a contract extension: Not request a contract extension:

Authorized Signature:

Print Name: Roberto Rosas

Date: 11/8/2024

City of Laredo
Purchasing Division

RENEWAL NOTICE

November 7, 2024

Mr. ~~Jorge~~ Rosas RICHARD ROSAS
Rotex Truck Center
11802 Sara Road
Laredo, Texas 78045

Re: Medium/H.D. Truck OEM Parts
Contract FY23-040
Extension II

Dear Mr. Rosas,

This is to inform you that the contract FY23-040 which was approved by the City Council on April 17, 2023 is up for renewal. This is the second of three extension periods. This contract is for parts only. Your company is currently awarded the sections below.

Contract Pricing:

Section III Primary Vendor

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 renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Rotex Truck Center

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: RICHARD ROSAS

Date: 11-08-2024

City of Laredo
Purchasing Division

RENEWAL NOTICE

November 7, 2024

Mr. Lewis Woodal
Rush Truck Center
10216 Union Pacific Boulevard
Laredo, Texas 78045

Re: Medium/H.D. Truck OEM Parts
Contract FY23-040
Extension II

Dear Mr. Woodal,

This is to inform you that the contract FY23-040 which was approved by the City Council on April 17, 2023 is up for renewal. This is the second of three extension periods. This contract is only for parts only. Your company is currently awarded the sections listed below.

Contract Pricing:

Section I, IV, V	Primary Vendor
Section II & III	Secondary Vendor

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 renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Rush Truck Center

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: Billy Bamill

Print Name: Billy Bamill

Date: 11-7-24

City of Laredo
Purchasing Division

RENEWAL NOTICE

November 7, 2024

Mr. Dustin Smith
Doggett Freightliner of South Texas
12002 FM 1472
Laredo, Texas 78041

Re: Medium/H.D. Truck OEM Parts
Contract FY23-040
Extension II

Dear Mr. Smith,

This is to inform you that the contract FY23-040 which was approved by the City Council on April 17, 2023 is up for renewal. This is the second of three extension periods. This contract is for parts only. Your company is currently awarded the sections below.

Contract Pricing:

Section I, IV, V	Secondary Vendor
Section II	Primary Vendor

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 renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Doggett Freightliner of South Texas

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Sandy Medrano

Date: 11/7/2024

City of Laredo
Purchasing Division

LETTER OF AWARD

April 3, 2024

Mr. Lewis Woodal
Rush Truck Center
10216 Union Pacific Boulevard
Laredo, Texas 78045

Re: Medium/H.D. Truck OEM Parts
Contract FY23-040
Extension I

Dear Mr. Woodal,

This is to inform you that the contract renewal FY23-040 was approved by the City Council on April 2, 2024. The term of this contract shall be for a period of one year. This is the first of three extension periods. This contract will be for parts only. Your company is currently awarded the sections below.

Contract Pricing:

Section I, IV, V	Primary Vendor
Section II & III	Secondary Vendor

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.

Sincerely,

Enrique Aldape III
Interim Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

April 3, 2024

Mr. Robert Rosas
Rotex Truck Center
11802 Sara Road
Laredo, Texas 78045

Re: Medium/H.D. Truck OEM Parts
Contract FY23-040
Extension I

Dear Mr. Rosas,

This is to inform you that the contract renewal FY23-040 was approved by the City Council on April 4, 2024. The term of this contract shall be for a period of one year. This is the first of three of extension periods. This contract will be for parts only. Your company is currently awarded the sections below.

Contract Pricing:

Section III	Primary Vendor

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.

Sincerely,

Enrique Aldape III
Interim Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

April 3, 2024

Mr. Dustin Smith
Doggett Freightliner of South Texas
12002 FM 1472
Laredo, Texas 78041

Re: Medium/H.D. Truck OEM Parts
Contract FY23-040
Extension I

Dear Mr. Smith,

This is to inform you that the contract renewal FY23-040 was approved by the City Council on April 2, 2024. The term of this contract shall be for a period of one year. This is the first of three extension periods. This contract will be for parts only. Your company is currently awarded the sections below.

Contract Pricing:

Section I, IV, V	Secondary Vendor
Section II	Primary Vendor

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.

Sincerely,

Enrique Aldape III
Interim Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

April 3, 2024

Mr. Roberto Rosas
Andy's Auto Air & Supplies
11901 Sara Road
Laredo, Texas 78045

Re: Medium/H.D. Truck OEM Parts
Contract FY23-040
Extension I

Dear Mr. Rosas,

This is to inform you that the contract renewal FY23-040 was approved by the City Council on April 2, 2024. The term of this contract shall be for a period of one year. This is the first of three extension periods. This contract will be for parts only. Your company is currently awarded the sections below.

Contract Pricing:

Section III Secondary Vendor

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.

Sincerely,

Enrique Aldape III
Interim Purchasing Agent

Xc: Purchasing File

24-0600

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

Legislation Text

File #: 24-0600, **Version:** 1

SUBJECT
Consideration to renew supplies contract FY23-040 for the purchase of OEM parts for small and medium vehicles for the City's Fleet Department with the following vendors:

Section I: Rush Truck Center, Laredo, TX in an amount up to $450,000.00,(Primary Vendor);
Doggett Freightliner, Laredo, TX in an amount up to $250,000.00, (Secondary Vendor);

Section II: Doggett Freightliner, Laredo, TX in an amount up to $300,000.00 (Primary Vendor);
Rush Truck Center, Laredo TX

Section III: Rotex Truck Center, Laredo, TX in an amount up to $500,000.00 (Primary Vendor);
Andy's Auto & Bus Air, Laredo, TX in an amount up to $75,000.00 (Secondary Vendor A/C Parts Only);
Rush Truck Center, Laredo, TX in an amount up to $200,000.00 (Secondary Vendor Parts Only);

Section IV: Rush Truck Center, Laredo, TX in an amount up to $85,000.00 (Primary Vendor);
Doggett Freightliner, Laredo, TX in an amount up to $70,000.00 (Secondary Vendor);

Section V: Rush Truck Center, Laredo, TX in amount up to $150,000.00 (Primary Vendor);
Doggett Freightliner, Laredo, TX in amount up to $100,000.00 (Secondary Vendor).

This contract provides the Fleet Department with the ability to purchase OEM parts for small and medium vehicle repairs. 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 may be extended two additional, one-year periods, upon mutual agreement of the parties. All parts and services will be secured on an as-needed basis. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION
Approved a one-year contract on 4/17/23.

BACKGROUND
This contract establishes a percentage discount on (OEM) original equipment manufacturer parts for small and medium vehicle repairs. This is the first of three extension periods. There was no price increase during the last extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Awarded sections and vendor dollar amount totals attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593-2810-533-2080.
Change Order: Exceeds 25% Y/N:	No.

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

March 5, 2024

Mr. Roberto Rosas
Andy's Auto Air & Supplies
11901 Sara Road
Laredo, Texas 78045

Re: Medium/H.D. Truck OEM Parts
Contract FY23-040
Extension I

Dear Mr. Rosas,

This is to inform you that the contract FY23-040 which was approved by the City Council on April 17, 2023 is up for renewal. This is the first of three extension periods. This contract is only for parts only. Your company is currently awarded the sections listed below.

Contract Pricing:

Section III Secondary Vendor

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 renewal notice, please feel free to call me at (956) 794-1733.

Sincerely,

Enrique Aldape III
Interim Purchasing Agent

Xc: Purchasing File

Andy's Auto Air & Supplies

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: [signature]

Print Name: Roberto Rosas

Date: 3/7/2024

City of Laredo
Purchasing Division

RENEWAL NOTICE

March 5, 2024

Mr. Lewis Woodal
Rush Truck Center
10216 Union Pacific Boulevard
Laredo, Texas 78045

Re: Medium/H.D. Truck OEM Parts
Contract FY23-040
Extension I

Dear Mr. Woodal,

This is to inform you that the contract FY23-040 which was approved by the City Council on April 17, 2023 is up for renewal. This is the first of three extension periods. This contract is only for parts only. Your company is currently awarded the sections listed below.

Contract Pricing:

Section I, IV, V	Primary Vendor
Section II & III	Secondary Vendor

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 renewal notice, please feel free to call me at (956) 794-1733.

Sincerely,

Enrique Aldape III
Interim Purchasing Agent

Xc: Purchasing File

Rush Truck Center

Requests a contract extension: _____ Not request a contract extension: _____

Authorized Signature: [signature]

Print Name: Betty Bennett

Date: 3-6-24 March-6-24

City of Laredo
Purchasing Division

RENEWAL NOTICE

March 5, 2024

Mr. Dustin Smith
Doggett Freightliner of South Texas
12002 FM 1472
Laredo, Texas 78041

Re: Medium/H.D. Truck OEM Parts
Contract FY23-040
Extension I

Dear Mr. Smith,

This is to inform you that the contract FY23-040 which was approved by the City Council on April 17, 2023 is up for renewal. This is the first of three extension periods. This contract is for parts only. Your company is currently awarded the sections below.

Contract Pricing:

Section I, IV, V	Secondary Vendor
Section II	Primary Vendor

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 renewal notice, please feel free to call me at (956) 794-1093.

Sincerely,

Enrique Aldape III
Interim Purchasing Agent

Xc: Purchasing File

Doggett Freightliner of South Texas

Request a contract extension ___/___ Not request a contract extension ___

Authorized Signature _____

Print Name Guillermo Mediano

Date: 3/6/2024

City of Laredo · Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805

City of Laredo
Purchasing Division

RENEWAL NOTICE

March 5, 2024

Mr. Jorge Rosas
Rotex Truck Center
11802 Sara Road
Laredo, Texas 78045

Re: Medium/H.D. Truck OEM Parts
Contract FY23-040
Extension I

Dear Mr. Rosas,

This is to inform you that the contract FY23-040 which was approved by the City Council on April 17, 2023 is up for renewal. This is the first of three extension periods. This contract is for parts only. Your company is currently awarded the sections below.

Contract Pricing:

Section III Primary Vendor

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 renewal notice, please feel free to call me at (956) 794-1733.

Sincerely,

Enrique Aldape III
Interim Purchasing Agent

Xc: Purchasing File

Rotex Truck Center

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: LIC HMED ROSAS

Date: 3-6-2024

City of Laredo
Purchasing Division

LETTER OF AWARD

April 18, 2023

Mr. Roberto Rosas
Andy's Auto Air & Supplies
11901 Sara Road
Laredo, Texas 78045

Re: Medium/H.D. Truck OEM Parts
Contract FY23-040

Dear Mr. Rosas,

This is to inform you that the contract FY23-040 was approved by the City Council on April 17, 2023. The term of this contract shall be for a period of one year. This contract has three extension periods. This contract will be for parts only. Your company has been awarded the sections below.

Contract Pricing:

Section III Secondary Vendor

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

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

April 18, 2023

Mr. Roberto Rosas
Rotex Truck Center
11802 Sara Road
Laredo, Texas 78045

Re: Medium/H.D. Truck OEM Parts
Contract FY23-040

Dear Mr. Rosas,

This is to inform you that the contract FY23-040 was approved by the City Council on April 17, 2023. The term of this contract shall be for a period of one year. This contract has three extension periods. This contract will be for parts only. Your company has been awarded the sections below.

Contract Pricing:

Section III Primary Vendor

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

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

April 18, 2023

Mr. Lewis Woodal
Rush Truck Center
10216 Union Pacific Boulevard
Laredo, Texas 78045

Re: Medium/H.D. Truck OEM Parts
Contract FY23-040

Dear Mr. Woodal,

This is to inform you that the contract FY23-040 was approved by the City Council on April 17, 2023. The term of this contract shall be for a period of one year. This contract has three extension periods. This contract will be for parts only. Your company has been awarded the sections below.

Contract Pricing:

Section I, IV, V	Primary Vendor
Section II & III	Secondary Vendor

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

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

April 18, 2023

Mr. Dustin Smith
Doggett Freightliner of South Texas
12002 FM 1472
Laredo, Texas 78041

Re: Medium/H.D. Truck OEM Parts
Contract FY23-040

Dear Mr. Smith,

This is to inform you that the contract FY23-040 was approved by the City Council on April 17, 2023. The term of this contract shall be for a period of one year. This contract has three extension periods. This contract will be for parts only. Your company has been awarded the sections below.

Contract Pricing:

Section I, IV, V	Secondary Vendor
Section II	Primary Vendor

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

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 04/17/2023
Initiated By: Riazul Mia, Assistant City Manager
Initiated By:

Staff Source: Ronald W. Miller, Fleet Director; Jose F. Castillo, Acting Finance Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract FY23-040 for the purchase of OEM Parts for small and medium vehicles for the City's Fleet Department to the following bidders:

Section I: Rush Truck Center, Laredo, TX in an amount up to $450,000.00,(Primary Vendor);
Doggett Freightliner, Laredo, TX in an amount up to $250,000.00, (Secondary Vendor);

Section II: Doggett Freightliner, Laredo, TX in an amount up to $300,000.00 (Primary Vendor);
Rush Truck Center, Laredo TX

Section III: Rotex Truck Center, Laredo, TX in an amount up to $500,000.00 (Primary Vendor);
Andy's Auto & Bus Air, Laredo, TX in an amount up to $75,000.00 (Secondary Vendor A/C Parts Only);
Rush Truck Center, Laredo, TX in an amount up to $200,000.00 (Secondary Vendor Parts Only);

Section IV: Rush Truck Center, Laredo, TX in an amount up to $85,000.00 (Primary Vendor);
Doggett Freightliner, Laredo, TX in an amount up to $70,000.00 (Secondary Vendor);

Section V: Rush Truck Center, Laredo, TX in amount up to $150,000.00 (Primary Vendor);
Doggett Freightliner, Laredo, TX in amount up to $100,000.00 (Secondary Vendor).

This contract provides the Fleet Department with the ability to purchase OEM parts for small and medium vehicle repairs. The term of this contract shall be for a period of one year beginning as of the date of its execution. This contract may be extended three additional, one year periods, upon mutual agreement of the parties. All parts and services will be secured on an as-needed basis. Funding is available in the Fleet

Maintenance Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA
None.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The City received four (4) bids through Cit-E-Bid for awarding an annual supplies contract for the purchase of oem parts for the City's Fleet Division. This contract establishes a percentage discount on original equipment manufacturer parts for small and medium vehicle repairs. This contract has 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 three, 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 sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Bid Summary:

Vendor	Awarded Amount	Notes
Rush Truck Center	$1,035,000.00	Section I: Primary Vendor Section II: Secondary Vendor Section III: Secondary Vendor Section IV: Primary Vendor Section V: Primary Vendor

Doggett Freightliner	$720,000.00	Section I: Secondary Vendor Section II: Primary Vendor Section IV: Secondary Vendor Section V: Secondary Vendor
Rotex Truck Center	$500,000.00	Section III: Primary Vendor
Andy's Auto & Bus air	$75,000.00	Section III: Secondary Vendor

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year: 2023

Bugeted Y/N?: Yes

Source of Funds: Fleet Maintenance Fund

Account #: 593-2810-533-2080

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

Bid Tab FY23-040

Contracts FY23-040

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:
2023-996295

Date Filed:
03/20/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Andy's Auto Air & Supplies, Inc.
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

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.
FY23-040
Medium/H.D. Truck OEM Parts

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
ROSAS, ROBERT	Laredo, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Robert Rosas, and my date of birth is 11/23/1982.

My address is 11901 Sara Rd (street), Laredo (city), TX (state), 78045 (zip code), USA (country).

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

Executed in WEBB County, State of Texas, on the 21 day of March (month) 2023 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-986295

Date Filed:
03/20/2023

Date Acknowledged:
04/18/2023

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Andy's Auto Air & Supplies, Inc.
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

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.**
FY23-040
Medium/H.D. Truck OEM Parts

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
ROSAS, ROBERT	Laredo, TX United States		X

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

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)

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:
2023-986289

Date Filed:
03/20/2023

Date Acknowledged:

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

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.
FY23-040
Medium/H.D. Truck OEM Parts

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
ROSAS, RICHARD	LAREDO, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Richard Rosas, and my date of birth is 08/12/1988.

My address is 11802 Sara Rd (street), Laredo (city), TX (state), 78045 (zip code), USA (country).

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

Executed in WEBB County, State of Texas, on the 21 day of March (month), 2023 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-996289

Date Filed:
03/20/2023

Date Acknowledged:
04/18/2023

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

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.
FY23-040
Medium/H.D. Truck OEM Parts

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
ROSAS, RICHARD	LAREDO, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

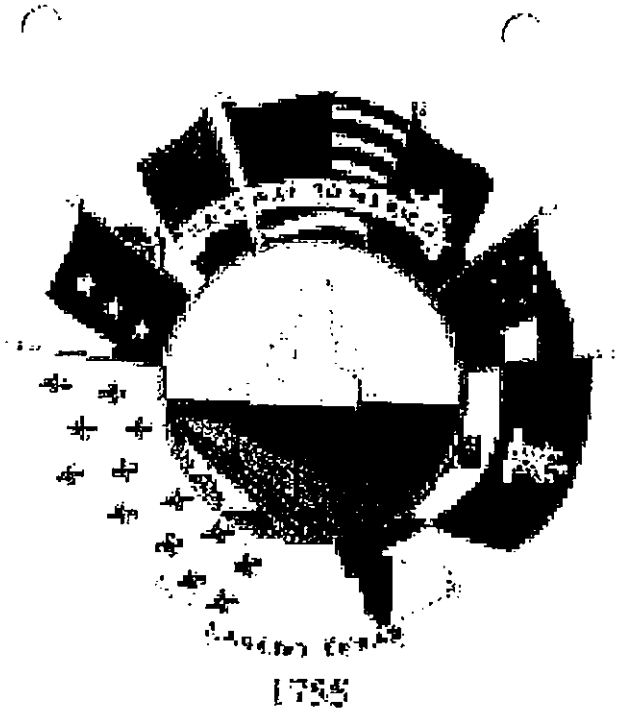
My name is _____, and my date of birth is _____.

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)



FY23-040 Medium/H.D. Truck OEM Parts
Rotex Truck Center, Inc
Supplier Response

Event Information

Number: FY23-040 Medium/H.D. Truck OEM Parts
Title: FY23-040 Medium/H.D. Truck OEM Parts
Type: Request For Bid
Issue Date: 3/6/2023
Deadline: 3/30/2023 05:00 PM (CT)

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Rotex Truck Center, Inc Information

Contact: Robert Rosas
Address: 11802 Sara Road
Laredo, TX 78045
Phone: (956) 722-1250
Fax: (956) 727-7835
Email: robert@rotextrucks.com

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

Robert Rosas
Signature

robert@rotextrucks.com
Email

Submitted at 3/24/2023 04:32:54 PM (CT)

Response Attachments

Affidavit-completed.pdf

Affidavit

CIQ- completed.pdf

CIQ

Discretionary Contracts Disclosure- Completed.pdf

Discretionary Contracts Disclosure

Form 1295- completed.pdf

1295 form

Insurance Certificate- Rotex.pdf

Insurance Certificate

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** ROTEX TRUCK CENTER, INC. / RICHARD ROSAS / 956-722-1250
3	**State how long under has the business been in its present business name** 14 years
4	**If applicable, list all other names under which the Business Identified above operated in the last five years** N/A

5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
6	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? N/A
7	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? N/A
8	**State if the Company is a certified minority business enterprise** This company is not a certified minority business
9	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.
10	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

11	**Conflict of Interest Questionnaire** Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? Yes
12	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	**This is a** New Submission
14	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) RICHARD ROSAS
15	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department FY23-040 Medium/H.D. Truck OEM Parts- Fleet Department
16	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Rotex Truck Center
17	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
18	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. N/A
19	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
20	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. N/A
21	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable

22 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

N/A

23 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

24 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

N/A

25 **Updates on contributions required**

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

26 **Question 8. Disclosure of Conflict of Interest**

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

I am not aware of any conflict of interest

27 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

N/A

28 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ I have read and understand this section (I have read and understand this section)

29 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section (I have read and understand this section)

30 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☑ I have acknowledge that I have been advised (I have acknowledge that I have been advised)

31 **Question 11. Oath**

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

Richard Rosas / Operations Manager / Rotex Truck Center

32 **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 (I swear or affirm information is correct)

33 **Conflict of Interest Questionnaire**

☑ I have completed this section (I have completed this section)

34 **Non-Collusive Affidavit**

☑ I have completed and included this form (I have completed and included this form)

35 **Discretionary Contracts Disclosure**

☑ I have completed this section (I have completed this section)

36	**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: Staring 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 (I will comply with this form)
37	**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 requests additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. **1.0 PREPARATION OF BIDS** Bids will be prepared in accordance with the following: (a) All information required by the bid form shall be furnished. 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. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid. (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 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. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

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

Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

(a) This contract will be awarded by sections to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. This contract will be awarded to one primary vendor and one secondary vendor for each section of this bid.

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 it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

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

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign 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.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

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

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

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

Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

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 (I Agree to the Terms and Conditions)

38

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 occurence 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 minumum requirements (I agree my insurance meets minumum requirements)

39 **Disqualification & Debarment Certification**

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

☑ I certify to the terms and conditions (I certify to the terms and conditions)

40

Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

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

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration: 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) **"Upon Award of RFP Only"**

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section (I have read and understand this section)

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

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 (I have read and understand this section)

42 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

43 **Required Documentation**

*****The following documentation shall be uploaded onto Cit-E-Bid*****

Product identification (Mfr.)

Type price schedule (dealer, jobber, etc.)

Price Schedule Number

Date of price schedule

Price schedule column on which discount is based
(i.e. distributor, net, wholesale

☑ Yes (Yes)

Bid Lines

1 **Package Header**

Section I: Peterbilt Captive New Parts

Quantity: 1 UOM: PKG *No Bid*

Manufacturer: Peterbilt Captive New Parts

Item Notes: Please submit "0" for unit price

Package Items

1.1 Percentage of Discount offered

Quantity: 1 UOM: EA *No Bid*

Manufacturer: Peterbilt OEM Parts

1.2

Parts will be delivered within _____ working days after receipt of order.

Quantity: 1 UOM: Working Days *No Bid*

2 **Package Header**

Section II: Freightliner Captive New Parts

Quantity: 1 UOM: PKG — No Bid

Manufacturer: Freightliner Captive New Parts

Item Notes: Please submit "0" for unit price

Package Items

2.1 Percentage of Discount offered

Quantity: 1 UOM: EA — No Bid

Manufacturer: Freightliner OEM Parts

2.2

Parts will be delivered within _____ working days after receipt of order.

Quantity: 1 UOM: Working Days — No Bid

3 Package Header

Section III: International Captive New Parts

Quantity: 1 UOM: PKG Total: No response

Manufacturer: International Captive New Parts

Item Notes: Please submit "0" for unit price

Package Items

3.1 Percentage of Discount offered

Quantity: 1 UOM: EA Total: 20%

Manufacturer: International OEM Parts

Supplier Notes: 20% off list

3.2

Parts will be delivered within _____ working days after receipt of order.

Quantity: 1 UOM: Working Days Price: No response Total: No response

Supplier Notes: 2 working days.

4 Package Header

Section IV: MACK Captive New Parts

Quantity: 1 UOM: PKG — No Bid

Manufacturer: MACK Captive New Parts

Item Notes: Please submit "0" for unit price

Package Items

4.1 Percentage of Discount offered

Quantity: 1 UOM: EA — No Bid

Manufacturer: MACK OEM Parts

4.2
Parts will be delivered within _____ working days after receipt of order.

Quantity: 1 UOM: Working Days *No Bid*

5 Package Header

Section V: GMC/Chevrolet Captive New Parts

Quantity: 1 UOM: PKG *No Bid*

Manufacturer: GMC/Chevrolet Captive New Parts

Item Notes: Please submit "0" for unit price

Package Items

5.1 Percentage of Discount offered

Quantity: 1 UOM: EA *No Bid*

Manufacturer: GMC/Chevrolet OEM Parts

5.2
Parts will be delivered within _____ working days after receipt of order.

Quantity: 1 UOM: Working Days *No Bid*

Response Total: 0

CITY OF LAREDO
PURCHASING DIVISION

27.0

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Richard Rosas
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

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

Subscribed and sworn before me this 21st day of March 20 23.

Notary Public

My commission expires:

June 30 2024

GRACIELA MATA
Notary ID #124460421
My Commission Expires
June 30, 2024

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Rotex Truck Center, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

None

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

N/A ☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

N/A ☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

None

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

03/21/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

28.0 Discretionary Contracts Disclosure

City of Laredo
Discretionary Contracts Disclosure

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

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a X New Submission or ___Correction or ___Update to previous submission.**

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

First	M.I.	Last	Suffix
Richard		Rosas	

***2. Contract Information**

a) Contract or Project name(s): Bid FY20-007 (Medium/H.D. Truck OEM Parts

b) Originating Department(s): Fleet Department

***3. Name of individual(s) or entity(ies) signing a contract with the city (i.e. parties to the contract)**

Name (Print)	Signature	Name (Print)	Signature
Richard Rosas			

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

☒ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Name of partner, parent, or subsidiary business entity(ies): _____

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/07/2022

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
Laredo Commercial Insurance Agency Inc
5711 McPherson Rd, Suite 202
Laredo, TX 78041
License #: 19851

CONTACT NAME: Michelle Paredes
PHONE (A/C, No, Ext): (956)729-0799 FAX (A/C, No): (956)712-3998
E-MAIL ADDRESS: mparedes@laredoins.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Colony Insurance Group	
INSURER B: National Liability & Fire Insurance Company	
INSURER C: Texas Mutual Insurance Company	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Rotex Truck Center, Inc.
11802 Sara Road
Laredo, TX 78045

COVERAGES CERTIFICATE NUMBER: 00000264-464042 REVISION NUMBER: 19

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			GP8510019	03/07/2022	03/07/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			73APS104543	02/21/2022	02/21/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			0001243985	10/18/2021	10/18/2022	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Garage Liab/Keepers			GP8610019	03/07/2022	03/07/2023	Other than Auto	$1,000,000

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

CERTIFICATE HOLDER

Insured's Copy only

CANCELLATION

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

(MP1)

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CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

MEDIUM/H.D. TRUCK OEM PARTS
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual service contracts from qualified vendors for the purchase of medium/H.D. truck OEM parts for the Fleet Department

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

Hand delivered Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on March 30, 2023; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on March 31, 2023.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Medium/H.D. Truck OEM Parts – Fleet Department
FY23-040

Bids can be downloaded and submitted through Cit-E-Bid:	Hand Delivered:
https://cityoflaredo.ionwave.net/Login.aspx	**City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts for the supply of OEM captive parts for medium/H.D. trucks for the Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M. on March 30, 2023**; and all bids received will be opened and read publicly at **10:00 A.M.** at the Office of the City Secretary on **March 31, 2023.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Medium/H.D. Truck OEM Parts – Fleet Department
FY23-040

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

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

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

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

WITNESS MY HAND AND SEAL, ON THIS 6th DAY OF MARCH 2023.

For: Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

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

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

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

(a) All information required by the bid form shall be furnished. 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. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(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
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. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

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

8.0 **BIDDER DISCOUNTS**

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

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

(a) This contract will be awarded by sections to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas Local Government Code. There will be one primary and one secondary vendor for each section of this contract.
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 it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

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

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

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

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

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
4. 4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

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

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

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

PO. Box 210
Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly,
Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St.
Laredo, TX 78040.

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.

13.0 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.

14.0 CONTRACT REQUIREMENTS

14.1 CODE OF ETHICS ORDINANCE 2012-O-126

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

14.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

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

respondents or their agents may lead to disqualification of their offer from consideration.

14.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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

14.4 CONTRACT DISCLOSURE FORMS (Attached)

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

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

14.5 CONFLICT OF INTEREST FORMS (Attached)

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

14.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

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

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

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

15.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

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

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

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

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.

Formal Invitation for Bids
Medium/H.D. Truck OEM Parts
Fleet Department

16.0 **Scope of Work**

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the supply of OEM captive parts for medium/H.D. trucks for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Point of Contact

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

Department point of contact:
Mr. Ronald W. Miller @ (956) 727-6450 or e-mail rmiller@ci.laredo.tx.us

16.1 All questions for this bid shall be submitted through Cit-E-Bid by March 13, 2023 before 2:00 PM.

17.0 General Requirements

17.1 The bidder shall quote prices F.O.B. destination, City of Laredo – Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

17.2 Pick up & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

17.3 Bids will be awarded by sections to the lowest responsible bidder meeting the city's requirements. There will be one primary vendor and one secondary vendor for each section.

17.4 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

17.5 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure parts from other sources.

17.6 An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before making any delivery.

17.7 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices, labor rate (hourly rate), and mileage rate (if applicable) or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.

17.8 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).

17.9 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.

17.10 Vendors must be factory authorized dealers capable of providing OEM replacement parts and services for the City's vehicle fleet. All parts used in complying with this contract must be equal to or better than the original part.

17.11 Bids for parts exceeding the suggested OEM retail price will be rejected.

17.12 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180 day period.

18.0 Specifications

18.1 Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award. Outside parts will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.

18.2 Parts by contractor will be billed at the discount noted in the Schedule of Items.

18.3 Invoices:

18.3.1 Must be legible and reference a valid purchase order number.

18.3.2 Must be approved by an appropriate City of Laredo Fleet department representative.

18.3.3 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.

18.4 City of Laredo personnel may pickup parts from Contractor's facility.

18.5 All parts must be new and best available unless authorized in advance by the Fleet Maintenance representative.

18.6 The manufacturer names, trade names, brand names and products numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City of Laredo.

18.7 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract are to be included in the bid price.

19.0 Award of Contract

This contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary and one secondary vendor for each section of this contract. 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."

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

19.1 Disclosure of Interested Parties

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

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

20.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, 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 sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

20.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

21.0 **Price Adjustment*****

During the period of this contract, prices may be increased and decreased. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us

22.0 **Termination of Contract**

This contract shall be for an initial period of one year or twelve months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party:

Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

23.0 **Required Format and Contents of Bid Submission**

For a bid to be considered it must contain the following information:
Company Information Questionnaire
Signed Price Schedule
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
Certificate of Interested Parties (Form 1295)

24.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Rush Truck Center of Texas - LP DBA Rush Truck Center Laredo

Signature of person authorized to sign bid _____ Date 3-29-23

Print Name of person authorized to sign bid Louis Wendell

Title: Regional Manager

Business Address: 10216 Union Pacific Blvd

City, State, Zip Code: Laredo TX 78045

Telephone Number: 956-764-1403 Fax Number: 956-726-4753

Contact Person Email Address: lamirezb@rushenterprises.com

Federal Tax ID Number: 74-2786264

Bidders Principal/Corporate Place of Business Address: 10216 Union Pacific Blvd Laredo, TX 78045

Indicated Status of Business:

Corporation ___ Partnership ___ Sole Proprietorship ___ Other: Limited partnership

If other state business status: Limited partnership

State how long under its present business name: Since April 2006

If applicable, list all other names under which the Business identified above operated in the last five years.

N/A

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo (Yes) No

Rush Truck Center of Texas LP is wholly owned subsidiary of Rush Enterprises Inc. Rush Enterprises is Publicly Traded Co whose shell trades on NASDAQ stock market under Rush & Rush B. Rule 9 it does not have to

Has the business, or any officer or partner thereof, failed to complete a contract? Yes (No) provide financial statements as it is not business

* Updated Financial statements so of statements are requested Rush will provide the requested Financial Info. for Rush Enterprises, Inc

Is any litigation pending against the Business? Yes (No.) NO nothing matter from boss

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes (No.)
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / (No.)

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / (No)

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes (No.)

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / (No)

Is the Business in arrears in any contract or debt? Yes / (No)

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / (No)

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / (No.)

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes (No) Disadvantaged Business Enterprise (DBE): Yes (No)

Small Disadvantaged Business Enterprise (SDBE) Yes (No) Other: Please specify ____

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

25.0 Price Schedule

25.1 Section I: Peterbilt Captive New Parts

Percent of discount offered	20 %
Product identification (Mfr.)	Peterbilt, Big Bore Cat Cummins
Type price schedule (dealer, jobber, etc.)	Dealer
Price Schedule Number	Dealer
Date of price schedule	2023
Price schedule column on which discount is based (i.e. distributor, net, wholesale	Distributor ✓

Parts will be delivered within 1 working days after receipt of order.

25.2 Section II: Freightliner Captive New Parts

Percent of discount offered	10 %
Product identification (Mfr.)	Freightliner
Type price schedule (dealer, jobber, etc.)	Dealer
Price Schedule Number	Dealer
Date of price schedule	2023
Price schedule column on which discount is based (i.e. distributor, net, wholesale	Distributor

Parts will be delivered within 2 working days after receipt of order.

25.3 Section III: International Captive New Parts

Percent of discount offered	10 %
Product identification (Mfr.)	International new
Type price schedule (dealer, jobber, etc.)	Dealer
Price Schedule Number	
Date of price schedule	2023
Price schedule column on which discount is based (i.e. distributor, net, wholesale	Distributor

Parts will be delivered within 3 working days after receipt of order.

25.4 Section IV: MACK Captive New Parts

Percent of discount offered	10 %
Product Identification (Mfr.)	mack / volvo
Type price schedule (dealer, jobber, etc.)	Dealer
Price Schedule Number	Right
Date of price schedule	2023
Price schedule column on which discount is based (i.e. distributor, net, wholesale	Distributor

Parts will be delivered within 2 working days after receipt of order.

25.5 Section V: GMC /Chevrolet Captive New Parts

Percent of discount offered	10 %
Product identification (Mfr.)	GMC
Type price schedule (dealer, jobber, etc.)	Dealer
Price Schedule Number	Quarter
Date of price schedule	2023
Price schedule column on which discount is based (i.e. distributor, net, wholesale	Distributor

Parts will be delivered within 2 working days after receipt of order.

Company Name: Rush Truck Centers of TX-LD dba Rush Truck Center Laredo

Owner/President Name: Tom "Rusty" Rush

Company Address: 10216 Union Pacific BLVD

City, State, Zip Code: Laredo, TX 78045

Company Authorized Representative's Signature:

Company Representative's Name: Lewis Woodall

Signature on this form indicates agreement with "Instructions to Bidder General Terms and Conditions, pricing and all specifications listed on this document."

26.0 Conflict of Interest Disclosure

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

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

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

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

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

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

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

CITY OF LAREDO
PURCHASING DIVISION

☒ I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Name: Luis Tijerina Signature: Date: 3-29-2023

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**
Bush Trucking Texas, LLC dba Bush Trucking Enterprises

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**
N/A None that Bush is aware
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity Date

CITY OF LAREDO
PURCHASING DIVISION

27.0 **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Regional Manager of West Truck Center, Laredo
(a Partner of officer of the firm of etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

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

Subscribed and sworn before me this 28th day of March 23

Notary Public

My commission expires:
Feb 7, 2024

CYNTHIA E MARTINEZ
Notary ID #11854371
My Commission Expires
February 7, 2024

28.0 Discretionary Contracts Disclosure

City of Laredo
Discretionary Contracts Disclosure

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

For details on use of this form, see Section 4.01 If the City's Ethics Code.
***This is a ___New Submission or ___Correction or ___Update to previous submission.**

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

Louis — M.I. — Wardle — Suffix

***2. Contract Information**

a) Contract or Project name(s): Medium / HD Truck Oem parts - Fleet Dept

b) Originating Department(s):

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Name (Print)	Signature	Name (Print)	Signature
Rush Truck Centers of Texas, LP DBA		Rush Truck Centers	

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

X Name of partner, parent, or subsidiary business entity(ies): See Attached

***5. List any individuals or entities that will be subcontractors on this contract.**

☑ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors: _____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

☑ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

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

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

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

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

☐ List of contributors: _____

Updates on Contributions Required

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

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

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

CITY OF LAREDO
PURCHASING DIVISION

☑ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest: _____

*Acknowledgements

☑ **Updates Required**
I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ **No Contract with City Officials or Staff during Contract Evaluation**
I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

*Conflict of Interest Questionnaire (CIQ)
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☑ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

*Oath

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

Name (Print)	Signature	Title
Lewis Woodell		Regional Manager

Company or DBA: Ruth Taylor Texas - Ruth Taylor Contractors
Date: 3-29-23

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:
City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

29.0 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

29.1 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.

29.2 Filing Process:

Staring 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. 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

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

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

OFFICE USE ONLY

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

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

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

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

*******Form does not need to be notarized*******

30.0 **Vendors Instructions:**
Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on March 30, 2023; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on March 31, 2023.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Medium/H.D. Truck OEM Parts – Fleet Department
FY23-040

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

or

Hand Delivered:

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

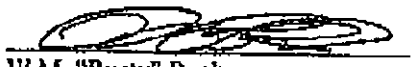
RUSH TRUCK CENTERS OF TEXAS, LP

Written Consent of Sole Director
In Lieu of Special Meeting

Pursuant to Section 141 of the General Corporation Law of the State of Delaware, the undersigned, being the sole director of Rushtex, Inc., a Delaware corporation (the "Company") and the sole general partner of Rush Truck Centers of Texas LP, dba Rush Truck Center, Laredo, a Texas limited partnership (the "Partnership"), in lieu of a special meeting, the notice and call of which are hereby expressly waived, does hereby consent to the adoption of the following resolution:

> RESOLVED, that Lewis Woodul, General Manager, is hereby authorized to execute on behalf of the Partnership any documents required in connection with quotes, requests for bids, quotations and proposals, and all contracts and related documents contemplated thereby, until he is no longer employed by the Partnership.

Dated effective September 11, 2015



W.M. "Rusty" Rush

BEING THE SOLE DIRECTOR

Rush Limited Warranty

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new product(s) sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the product. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used product(s) sold by Rush are sold on an "AS IS, WHERE IS" basis, without any warranties by Rush. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Rush warrants that all services performed by Rush for a customer, including repair, maintenance and installation services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed. Customer's sole and exclusive remedy, and Rush's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. RUSH PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Rush for customer. Rush does not warrant any services provided by any third-party. Any warranties are solely those that are provided by the third-party service provider.

Statutory Declaration Regarding
Exemption from Filing Form 1295
for
Rush Truck Centers of Texas, LP

I, Michael S. Lyons, Assistant Secretary of Rushtex, Inc., a Delaware corporation, and the sole general partner of Rush Truck Centers of Texas, LP, a Texas limited partnership, do hereby declare that:

1. Rush Truck Centers of Texas, LP is a wholly owned subsidiary of Rush Enterprises, Inc.
2. Rush Enterprises, Inc. is a public company traded on NASDAQ under the symbols RUSHA and RUSHB.
3. As a result of changes to the Form 1295 requirements made effective on January 1, 2018, governmental entities in Texas are not required to obtain a Form 1295 from Rush Truck Centers of Texas, LP because a Form 1295 is not required for "a contract with a publicly traded business entity, ***including a wholly owned subsidiary of the business entity.*** (Emphasis added.) See Texas Government Code § 2252.908(c)(4). (A copy of the statute is attached for reference.)
4. Pursuant to the foregoing, Rush Truck Centers of Texas, LP, as a wholly owned subsidiary of a public company, is not required to submit a Form 1295.

Acknowledged

Michael S. Lyons
Assistant Secretary

State of Texas)
)
County of Comal)

PERSONALLY appeared before me Michael S. Lyons who executed and attested the execution of this document.

SWORN TO BEFORE ME this 11th day of January 2023.

Notary Public for The State of Texas
My Commission Expires: 12/31/24

NICOLE JOHNSON
Notary Public, State of Texas
Comm. Expires 12-03-2024
Notary ID 129222018

TEXAS ETHICS COMMISSION
GOVERNMENT CODE
TITLE 10. GENERAL GOVERNMENT
SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT
CHAPTER 2252. CONTRACTS WITH GOVERNMENTAL ENTITY
SUBCHAPTER Z. MISCELLANEOUS PROVISIONS

Sec. 2252.908. DISCLOSURE OF INTERESTED PARTIES.

(a) In this section:

(1) "Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

(2) "Governmental entity" means a municipality, county, public school district, or special-purpose district or authority.

(3) "Interested party" means a person who has a controlling interest in a business entity with which a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

(4) "State agency" means a board, commission, office, department, or other agency in the executive, judicial, or legislative branch of state government. The term includes an institution of higher education as defined by Section 61.003, Education Code.

(b) This section applies only to a contract of a governmental entity or state agency that:

(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.

(c) Notwithstanding Subsection (b), this section does not apply to:

(1) a sponsored research contract of an institution of higher education;

(2) an interagency contract of a state agency or an institution of higher education;

(3) a contract related to health and human services if:

(A) the value of the contract cannot be determined at the time the contract is executed; and

(B) any qualified vendor is eligible for the contract;

(4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;

(5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or

(6) a contract with a gas utility, as that term is defined by Section 101.003, Utilities Code.

(d) A governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, 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.

(e) The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes:

(1) a list of each interested party for the contract of which the contracting business entity is aware; and

(2) a written, unsworn declaration subscribed by the authorized agent of the contracting business entity as true under penalty of perjury that is in substantially the following form:

"My name is _____, my date of birth is _____, and my address is _____ (Street) (City) (State) (Zip Code) _____. I declare under penalty of (Country) perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, _____. (Month) (Year)

_____ Declarant".

(f) Not later than the 30th day after the date the governmental entity or state agency receives a disclosure of interested parties required under this section, the governmental entity or state agency shall submit a copy of the disclosure to the Texas Ethics Commission.

(g) The Texas Ethics Commission shall adopt rules necessary to implement this section, including rules prescribing the disclosure of interested parties form and posting a copy of the form on the commission's Internet website.

Added by Acts 2015, 84th Leg., R.S., Ch. 1295 (S.B. 1295), Sec. 3, eff. September 1, 2015.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 939 (S.B. 89), Sec. 2, eff. September 1, 2017.

Rush Truck Centers of Texas, L.P.
Ownership

Summary:
Rush Truck Centers of Texas, L.P. is a limited partnership formed in the state of Texas. Rush Truck Centers of Texas, L.P. has two partners: Rushtex, Inc. (a Delaware corporation) is the General Partner and Rushco, Inc. (a Delaware corporation) is the Limited Partner. Rushtex, Inc. and Rushco, Inc. are wholly owned subsidiaries of Rush Enterprises, Inc. Rush Enterprises, Inc. is a publicly traded company whose stock trades on the NASDAQ stock market under the symbols RUSHA and RUSHB.

Rushtex, Inc., General Partner
555 IH35 South, Suite 500
New Braunfels, TX 78130

Officers and Directors:

W. M. "Rusty" Rush, Sole Director, President and CEO
Michael Goldstone, VP, Sec'y, Treas.
Scott Anderson, VP, Finance and Insurance
Steve Keller, Assistant Secretary
Michael Lyons, Assistant Secretary

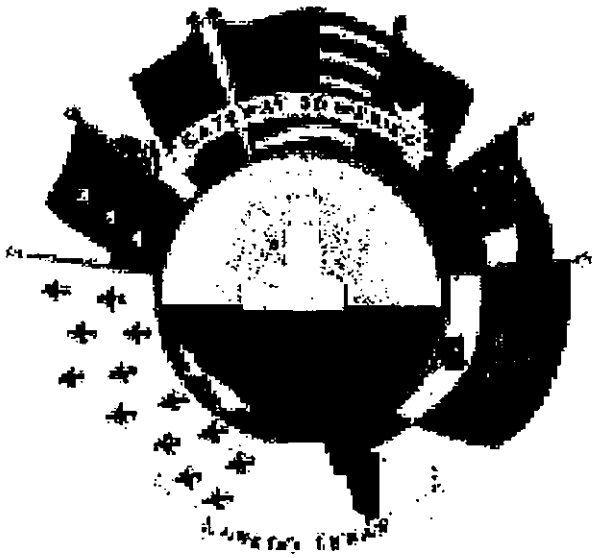
Address for all officers is as set forth above.

Rushco, Inc., Limited Partner
P.O. Box 200105
San Antonio, TX 78220-0105

Officers and Directors: SAME AS ABOVE

City of Laredo, TX
RFB #FY23-040
Rush Truck Centers of Texas, LP
Supplemental Response

1. Regarding the contract and litigation questions on p. 14 of 25, Rush Enterprises, Inc. and its subsidiaries, including Rush Truck Centers of Texas, LP, sell billions of dollars of motor vehicles, motor vehicle parts and services and motor vehicle financial services on an annual basis and employ thousands of employees. As would be expected with a business of this size Rush has been involved in civil litigation and other business disputes arising in the ordinary course of its business. However, none of these matters have had, or are expected to have, a material effect on Rush's financial condition or ongoing operations.
2. Regarding the insurance requirements in the RFB, Rush does not carry XCU and Professional Liability insurance but those coverages aren't applicable to this RFB.



1755

FY23-040 Medium/H.D. Truck OEM Parts

FY23-040 Medium/H.D. Truck OEM Parts

Issue Date: 3/6/2023
Questions Deadline: 3/13/2023 02:00 PM (CT)
Response Deadline: 3/30/2023 05:00 PM (CT)

City of Laredo Purchasing

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Event Information

Number:	FY23-040 Medium/H.D. Truck OEM Parts
Title:	FY23-040 Medium/H.D. Truck OEM Parts
Type:	Request For Bid
Issue Date:	3/6/2023
Question Deadline:	3/13/2023 02:00 PM (CT)
Response Deadline:	3/30/2023 05:00 PM (CT)

Ship To Information

Contact: Jose A. Valdez, Jr.
Address: City Secretary
City Hall
3rd floor
1110 Houston St
3rd floor
Laredo, TX 78043
Phone: (956) 791-7312

Billing Information

Contact: Jorge Jolly
Address: Accounts Payable
City Hall
2nd
PO Box 210
Laredo, TX 78042
Phone: (956) 791-7326
Email: jjolly@ci.laredo.tx.us

Bid Attachments

Conflict of Interest Questionnaire-Revised 1-1-2021.pdf Download
Conflict of Interest Questionnaire (CIQ)

Non-Collusive Affidavit Form.pdf Download
Non-Collusive Affidavit Form

FY23-040 Form 1295.pdf Download
FY23-040 Form 1295

FY23-040 Medium HD Truck OEM Parts.pdf Download
FY23-040 Medium HD Truck OEM Parts

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Rush Truck Centers of Texas, LP DBA Rush Truck Center, Laredo Lewis Woodall - Regional Manager - 956-764-1500 *(Required: Maximum 1000 characters allowed)*

3	**State how long under has the business been in its present business name** 24 years *(Required: Maximum 1000 characters allowed)*
4	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A *(Required: Maximum 4000 characters allowed)*
5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company. NO
6	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? Busit is not Involved in any litigation that it believes is material to its business. *(Required: Maximum 4000 characters allowed)*
7	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? NO *(Required: Maximum 4000 characters allowed)*

8	**State if the Company is a certified minority business enterprise** ☐ Historically Underutilized Business (HUB) ☐ Small Disadvantaged Business Enterprise (SCBC) ☐ Disadvantaged Business Enterprise (DBE) ☐ Other ☑ This company is not a certified minority business *(Required: Check only one)*
9	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member if additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.
10	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
11	**Conflict of Interest Questionnaire** Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? ☑ Yes ☐ No *(Required: Check only one)*
12	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	**This is a** ☑ New Submission ☐ Correction ☐ Update to previous submission *(Required: Check only one)*

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

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Lewis Woodall - Regional Manager

(Required: Maximum 1000 characters allowed)

15 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

FY22-047 - City of Laredo

(Required: Maximum 4000 characters allowed)

16 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Rush Truck Centers of Texas, LP DBA Rush Truck Center-Laredo

(Required: Maximum 4000 characters allowed)

17 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

☐ Not Applicable ☑ It applies to my business

(Required: Check only one)

18 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

See Attached

(Optional: Maximum 4000 characters allowed)

19 **Question 5. List any individuals or entities that will be subcontractors on this contract**

☑ Not Applicable ☐ It applies to my business

(Required: Check only one)

20 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

N/A

(Optional: Maximum 4000 characters allowed)

21 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

☑ Not Applicable ☐ It applies to my business

(Required: Check only one)

22 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

(Optional: Maximum 4000 characters allowed)

23 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☑ Not Applicable ☐ It applies to my business

(Required: Check only one)

24 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

(Optional: Maximum 4000 characters allowed)

25 **Updates on contributions required**

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

26 **Question 8. Disclosure of Conflict of Interest**

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

☐ I am aware of conflict of interest ☑ I am not aware of any conflict of interest

(Required: Check only one)

27 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

(Optional: Maximum 4000 characters allowed)

28 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☐ I have read and understand this section

(Required: Check if applicable)

29 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section

(Required: Check if applicable)

30 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☑ I have acknowledge that I have been advised

(Required: Check if applicable)

31	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Lewis Woodyl - Regional Manager Rush Truck Ctr - Laredo 3/23/2023 *(Required: Maximum 4000 characters allowed)*
32	**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)*
33	**Conflict of Interest Questionnaire** ☑ I have completed this section *(Required: Check if applicable)*
34	**Non-Collusive Affidavit** ☑ I have completed and included this form *(Required: Check if applicable)*
35	**Discretionary Contracts Disclosure** ☑ I have completed this section *(Required: Check if applicable)*

36	**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: Staring 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)*
37	**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 requests additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. **1.0 PREPARATION OF BIDS** Bids will be prepared in accordance with the following: (a) All information required by the bid form shall be furnished. 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. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid. (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 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. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the

City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

(a) This contract will be **awarded by sections to the (lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. This contract will be awarded to one primary vendor and one secondary vendor for each section of this bid.

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 it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

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

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign 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.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

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 P.O. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

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)

38	**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 occurence 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 minumum requirements *(Required: Check if applicable)*

39	**Disqualification & Debarment Certification** **DISQUALIFICATION & DEBARMENT CERTIFICATION** By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill. ☑ I certify to the terms and conditions *(Required: Check if applicable)*

40	Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

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

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) **Upon Award of RFP Only**

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section
(Required: Check if applicable)

41	**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** **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)*
42	**Ordinace 2018-O-175** The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors. MSH IS A local vendor under ordinance 2018-O-175 and will face preferes the local vendor preference *(Optional: Maximum 1000 characters allowed)*
43	**Required Documentation** *****The following documentation shall be uploaded onto Cit-E-Bid***** Product identification (Mfr.) Type price schedule (dealer, jobber, etc.) Price Schedule Number Date of price schedule Price schedule column on which discount is based (i.e. distributor, net, wholesale ☑ Yes *(Required: Check if applicable)*

Bid Lines

1	**Package Header** Section 1: Peterbilt Captive New Parts Quantity: 1 UOM: PKG Total: $ Manufacturer: Peterbilt Captive New Parts Item Notes: Please submit "0" for unit price Supplier Notes: ☐ No bid ☐ Additional notes *(Attach separate sheet)*

Package Items

1.1 Percentage of Discount offered
(Response required)

Quantity: 1 UOM: EA Total: 30 %

Manufacturer: Peterbilt OEM Parts

Supplier Notes:

☐ Additional notes *(Attach separate sheet)*

1.2 Parts will be delivered within 3 working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $ Total: $ -0-

Supplier Notes:

☐ Additional notes *(Attach separate sheet)*

2 **Package Header**

Section II: Freightliner Captive New Parts

Quantity: 1 UOM: PKG Total: $ -0

Manufacturer: Freightliner Captive New Parts

Item Notes: Please submit "0" for unit price

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Package Items

2.1 Percentage of Discount offered
(Response required)

Quantity: 1 UOM: EA Total: 0 %

Manufacturer: Freightliner OEM Parts

Supplier Notes:

☐ Additional notes *(Attach separate sheet)*

2.2 Parts will be delivered within 3 working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $ Total: $ -0

Supplier Notes:

☐ Additional notes *(Attach separate sheet)*

3 **Package Header**

Section III: International Captive New Parts

Quantity: 1 UOM: PKG Total: $ 0

Manufacturer: International Captive New Parts

Item Notes: Please submit "0" for unit price

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Package Items

3.1 Percentage of Discount offered
(Response required)

Quantity: 1 UOM: EA Total: 10 %

Manufacturer: International OEM Parts

Supplier Notes:

☐ Additional notes *(Attach separate sheet)*

3.2 Parts will be delivered within 3-4 working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $ Total: $ -0

Supplier Notes:

☐ Additional notes *(Attach separate sheet)*

4 Package Header

Section IV: MACK Captive New Parts

Quantity: 1 UOM: PKG Total: $ 0

Manufacturer: MACK Captive New Parts

Item Notes: Please submit "0" for unit price

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Package Items

4.1 Percentage of Discount offered
(Response required)

Quantity: 1 UOM: EA Total: 10 %

Manufacturer: MACK OEM Parts

Supplier Notes:

☐ Additional notes *(Attach separate sheet)*

4.2 Parts will be delivered within 3 working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $ Total: $ -0

Supplier Notes:

☐ Additional notes *(Attach separate sheet)*

5 Package Header

Section V: GMC/Chevrolet Captive New Parts

Quantity: 1 UOM: PKG Total: $ -0

Manufacturer: GMC/Chevrolet Captive New Parts

Item Notes: Please submit "0" for unit price

☐ No bid

☐ Additional notes

Supplier Notes: _____ (Attach separate sheet)

Package Items

5.1 Percentage of Discount offered
(Response required)

Quantity: 1 UOM: EA Total: 10 %

Manufacturer: GMC/Chevrolet OEM Parts

Supplier Notes: _____

☐ Additional notes *(Attach separate sheet)*

5.2 Parts will be delivered within 3 working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $ Total: $ -0

Supplier Notes: _____

☐ Additional notes *(Attach separate sheet)*

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

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

Print Name

Signature

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

MEDIUM/H.D. TRUCK OEM PARTS
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual service contracts from qualified vendors for the purchase of medium/H.D. truck OEM parts for the Fleet Department

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

Hand delivered Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on March 30, 2023; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on March 31, 2023.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Medium/H.D. Truck OEM Parts – Fleet Department
FY23-040

Bids can be downloaded and submitted through Cit-E-Bid:	Hand Delivered:
https://cityoflaredo.ionwave.net/Login.aspx	City of Laredo – City Secretary C/O Jose A. Valdez Jr. City Hall – Third Floor 1110 Houston Street Laredo, Texas 78040

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts for the supply of OEM captive parts for medium/H.D. trucks for the Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on March 30, 2023; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on March 31, 2023.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: **Medium/H.D. Truck OEM Parts – Fleet Department**
FY23-040

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

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

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

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

WITNESS MY HAND AND SEAL, ON THIS 6th DAY OF MARCH 2023.

For Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

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

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

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

(a) All information required by the bid form shall be furnished. 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. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(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

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. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

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

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

8.0 **BIDDER DISCOUNTS**

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

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

(a) This contract will be awarded by sections to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary and one secondary vendor for each section of this contract.
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 it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

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

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

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

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

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
4. 4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

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

P.O. Box 210
Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (EFT) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly,
Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St.
Laredo, TX 78040.

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.

13.0 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.

14.0 CONTRACT REQUIREMENTS

14.1 CODE OF ETHICS ORDINANCE 2012-O-126

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

14.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

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

respondents or their agents may lead to disqualification of their offer from consideration.

14.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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

14.4 CONTRACT DISCLOSURE FORMS (Attached)

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

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

14.5 CONFLICT OF INTEREST FORMS (Attached)

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

14.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

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

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

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

15.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

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

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

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

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.

Formal Invitation for Bids
Medium/H.D. Truck OEM Parts
Fleet Department

16.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the supply of OEM captive parts for medium/H.D. trucks for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Point of Contact

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

Department point of contact:
Mr. Ronald W. Miller @ (956) 727-6450 or e-mail rmiller@ci.laredo.tx.us

16.1 All questions for this bid shall be submitted through Cit-E-Bid by March 13, 2023 before 2:00 PM.

17.0 General Requirements

17.1 The bidder shall quote prices F.O.B. destination, City of Laredo – Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

17.2 Pick up & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

17.3 Bids will be awarded by sections to the lowest responsible bidder meeting the city's requirements. There will be one primary vendor and one secondary vendor for each section.

17.4 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

17.5 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure parts from other sources.

17.6 An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before making any delivery.

17.7 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices, labor rate (hourly rate), and mileage rate (if applicable) or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.

17.8 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).

17.9 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.

17.10. Vendors must be factory authorized dealers capable of providing OEM replacement parts and services for the City's vehicle fleet. All parts used in complying with this contract must be equal to or better than the original part.

17.11 Bids for parts exceeding the suggested OEM retail price will be rejected.

17.12 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180 day period.

18.0 Specifications

18.1 Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award. Outside parts will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.

18.2 Parts by contractor will be billed at the discount noted in the Schedule of Items.

18.3 Invoices:

18.3.1 Must be legible and reference a valid purchase order number.

18.3.2 Must be approved by an appropriate City of Laredo Fleet department representative.

18.3.3 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.

18.4 City of Laredo personnel may pickup parts from Contractor's facility.

18.5 All parts must be new and best available unless authorized in advance by the Fleet Maintenance representative.

18.6 The manufacturer names, trade names, brand names and products numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City of Laredo.

18.7 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract are to be included in the bid price.

19.0 Award of Contract

This contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary and one secondary vendor for each section of this contract. 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."

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

19.1 Disclosure of Interested Parties

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

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

20.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, 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 sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

20.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

21.0 **Price Adjustment********

During the period of this contract, prices may be increased and decreased. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us

22.0 **Termination of Contract**

This contract shall be for an initial period of one year or twelve months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party:

Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

23.0 **Required Format and Contents of Bid Submission**

For a bid to be considered it must contain the following information:
Company Information Questionnaire
Signed Price Schedule
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
Certificate of Interested Parties (Form 1295)

24.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Doggett Freightliner of South Texas

Signature of person authorized to sign bid _____ Date 03/30/2023

Print Name of person authorized to sign bid Dustin Smith

Title: Controller

Business Address: 12002 FM 1472

City, State, Zip Code: Laredo, TX 78041

Telephone Number: 956-718-3402 Fax Number: _____

Contact Person Email Address: dustin.smith@doggett.com

Federal Tax ID Number: 46-3732689

Bidders Principal/Corporate Place of Business Address: 9111 North Fwy, Houston, TX 77037

Indicated Status of Business:

Corporation X Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 10 years

If applicable, list all other names under which the Business Identified above operated in the last five years.

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? (Yes) No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes (No.)

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No.
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No.

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes / No Disadvantaged Business Enterprise (DBE): Yes / No

Small Disadvantaged Business Enterprise (SDBC) Yes / No Other: Please specify _____

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

25.0 Price Schedule

25.1 Section I: Peterbilt Captive New Parts

Percent of discount offered	10 %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price Schedule Number	
Date of price schedule	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	

Parts will be delivered within 3-5 working days after receipt of order.

25.2 Section II: Freightliner Captive New Parts

Percent of discount offered	25 %
Product identification (Mfr.)	DTNA
Type price schedule (dealer, jobber, etc.)	dealer
Price Schedule Number	
Date of price schedule	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	

Parts will be delivered within 3-5 working days after receipt of order.

25.3 Section III: International Captive New Parts

Percent of discount offered	10 %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price Schedule Number	
Date of price schedule	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	

Parts will be delivered within 3-5 working days after receipt of order.

25.4 Section IV: MACK Captive New Parts

Percent of discount offered	10 %
Product Identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price Schedule Number	
Date of price schedule	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	

Parts will be delivered within 3-5 working days after receipt of order.

25.5 Section V: GMC/Chevrolet Captive New Parts

Percent of discount offered	10 %
Product Identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price Schedule Number	
Date of price schedule	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	

Parts will be delivered within 3-5 working days after receipt of order.

Company Name: Doggett Freightliner of South Texas

Owner/President Name: Leslie Doggett

Company Address: 12002 FM 1472

City, State, Zip Code: Laredo, TX 78045

Company Authorized Representative's Signature:

Company Representative's Name: Guillermo Medrano

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

26.0 Conflict of Interest Disclosure

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

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

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

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

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

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

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

CITY OF LAREDO
PURCHASING DIVISION

☑ I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Dustin Smith — Name
[signature] — Signature
7/20/2023 — Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person who has a business relationship with local governmental entity.
N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.
N/A
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a). Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income other than investment income, from the filer of the questionnaire? ☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.
N/A

Signature of person doing business with the governmental entity

7/20/2023
Date

CITY OF LAREDO
PURCHASING DIVISION

27.0 **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Controller
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

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

Subscribed and sworn before me this 30th day of March 2023.

Notary Public

My commission expires:

March 30 2023

MARIA B. BENNETT
ID #10126015
My Commission Expires
March 30, 2023

28.0 Discretionary Contracts Disclosure

City of Laredo
Discretionary Contracts Disclosure

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

For details on use of this form, see Section 4.01 if the City's Ethics Code.
*This is a ✓ New Submission or ___ Correction or ___ Update to previous submission.

First	M.I.	Last	Suffix
David	K	Smith	

a) Contract or Project name(s): Medium Duty / H.D. Truck OEM Parts

b) Originating Department(s): Fleet Department

Name (Print)	Signature	Name (Print)	Signature
Doggett Freightliner			

☑ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Name of partner, parent, or subsidiary business entity(ies): _____

***5. List any individuals or entities that will be subcontracted on this contract.**

☑ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors: _____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

☑ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

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

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

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

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

☐ List of contributors: _____

Updates on Contributions Required

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

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

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

CITY OF LAREDO
PURCHASING DIVISION

☑ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest: _____

*Acknowledgements

☑ **Updates Required**
I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☐ **No Contract with City Officials or Staff during Contract Evaluation**
I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

*Conflict of Interest Questionnaire (CIQ)
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☑ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

*Oath

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

Dustin Smith		Controller
Name (Print)	Signature	Title
Doggett Freightliner & Sales Texas		7/30/2025
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

29.0 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

29.1 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.

29.2 Filing Process:

Staring 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. 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

CITY OF LAREDO
PURCHASING DIVISION

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

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

OFFICE USE ONLY

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

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

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

4

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☑

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission | www.ethics.state.tx.us | Adopted 10/5/2016

********Form does not need to be notarized********

30.0 **Vendors Instructions:**
Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on March 30, 2023; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on March 31, 2023.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Medium/H.D. Truck OEM Parts – Fleet Department
FY23-040

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

or

Hand Delivered:

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

CITY OF LAREDO
VENDOR APPLICATION FORM

1993

Vendor Information

VENDOR NAME: (AS IDENTIFIED BY INTERNAL REVENUE SERVICE)
Doggett Freightliner of South Texas, LLC

ADDRESS TO WHICH BIDDING FORMS AND PRUCHASE ORDERS ARE TO BE MAILED:	CITY	STATE	ZIP CODE
12002 FM 1472 Laredo, TX 78045			

PAYMENT ADRRESS INFORMATION:	CITY	STATE	ZIP CODE
PO Box 670688 Houston, TX 77267			

PHONE: (956)723-7473	FAX:	E-MAIL ADDRESS: dtgaccounts.payable@doggett.com

Owner Information (SELECT APPROPRIATE TITLE)

☐ SOLE PROPRIETORSHIP	☒ LIMITED PARTNERSHIP	☐ PARTNERSHIP	☐ CORPORATION	☐ PROFESSIONAL ASSOCIATION

OWNER'S NAME:	TEXAS CHARTER NUMBER:
Leslie Doggett	
SOCIAL SECURITY NUMBER: (IF OTHER THAN CORPORATION/PARTNERSHIP)	FEDERAL EMPLOYER'S IDENTIFICATION N 46-3732669

LIST OF COMPANY PERMITS, LICENSES, AND CERTIFICATIONS:

Insurance Information (List Coverage Amount in Dollars)

WORKER'S COMPENSATION	PUBLIC LIABILITY	OTHER	INSURANCE COMPANY INFORMATION:
PROPERTY DAMAGE	PRODUCT LIABILITY		See attached

Company Classification Information

SELECT CATERGORY WHICH APPLIES BELOW:

MANUFACTURER	☒ RETAILER	☐ DISTRIBUTOR	☐ FINANCIAL INSTITUTION
WHOLESALER	☐ MTG'S AGENT	☐ SERVICE ESTABLISHMENT	☐ GOVERNMENTAL ENTITY
SMALL BUSINESS	☐ HISTORICALLY UNDERUTILIZED BUSINESS (H.U.B. CERTIFICATION)		
	STATE OF TEXAS CERTIFICATE NUMBER:	EXPIRATION DATE:	

Open Market & Service Bid Invitations (PLEASE LIST)

INDICATE THE BID INVITATIONS ON WHICH YOU WOULD LIKE TO BID. IF ADDITIONAL SPACE IS NEEDED, PLEASE ATTACH A SEPARATE SHEET. APPLICABLE COMMODITY CODE NUMBERS ASSOCAITED WITH THE SUPPLY & PRODUCT LISTING.

I CERTIFY THAT THE ABOVE INFORMATION AND FORE GOING INFORMATION IS A TRUE AND CORRECT STATEMENT OF THE FACTS AND AGREE TO FAITHFULLY ABIDE BY THE PURCHASING LAWS AND RULES OF THE STATE OF TEXAS NOW IN EFFECT AND ANY SUBSEQUENT REVISIONS THEREOF.

NAME OF PERSON AUTHORIZED TO SIGN THIS APPLICATION:	TITLE:
Dustin Smith	Controller
SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS APPLICATION:	DATE:
	03/28/2023

SEND OR RETURN COMPLETED FOR TO:
CITY OF LAREDO – PURCHASING DIVISION
5512 THOMAS AVE.
LAREDO, TEXAS, 78041-0679
PHONE: (956) 794-1730
FAX: (956 790-1805

OR E-MAIL TO RESPECTIVE PURCHASING REPRESENTATIVE:
Miguel A. Pescador, Purchasing Agent: mpescador@ci.laredo.tx.us
Enrique Aldape: ealdape@ci.laredo.tx.us
Brenda Martinez: bmartinez2@ci.laredo.tx.us
Margarita Bosquez: mbosquez@ci.laredo.tx.us
Tania Herrera: therrera1@ci.laredo.tx.us
Frank Miranda: fmiranda@ci.laredo.tx.us
Kendra Rodriguez: krodriguez1@ci.laredo.tx.us

CITY OF LAREDO

VENDOR PAYMENT REMIT TO INFORMATION REQUEST FORM

1983

Vendor Information			
VENDOR NAME: (AS IDENTIFIED BY THE INTERNAL REVENUE SERVICE)			
Doggett Freightliner of South Texas, LLC			
PAYMENT ADDRESS INFORMATION	CITY	STATE	ZIP CODE
PO Box 670688 Houston, TX 77267			
PHONE: (346)378-9698	FAX:	E-MAIL ADDRESS: dtgaccounts.payable@doggett.com	

SELECT APPROPRIATE TITLE					
☐ SOLE PROPRIETORSHIP	☒ LIMITED PARTNERSHIP	☐ PARTNERSHIP	☐ CORPORATION	☐ PROFESSIONAL ASSOCIATION	
SOCIAL SECURITY NUMBER: (IF OTHER THAN CORPORATION/PARTNERSHIP)			FEDERAL EMPLOYER'S IDENTIFICATION #		
			46-3732669		

I CERTIFY THAT THE ABOVE INFORMATION AND FOREGOING INFORMATION IS A TRUE AND CORRECT STATEMENT OF THE FACTS AND AGREE TO COMPLY WITH ALL OF THE PURCHASING LAWS AND RULES OF THE STATE OF TEXAS NOW IN EFFECT AND ANY SUBSEQUENT REVISIONS THEREOF.

NAME OF PERSON AUTHORIZED TO SIGN THIS APPLICATION:	TITLE:
Dustin Smith	Controller
SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS APPLICATION:	DATE:
	03/28/2023

SEND OR RETURN COMPLETED FOR TO:	OR E-MAIL TO RESPECTIVE PURCHASING REPRESENTATIVE:
CITY OF LAREDO – PURCHASING DIVISION 5512 THOMAS AVE. LAREDO, TEXAS, 78041-0679 PHONE: (956) 794-1730 FAX: (956 790-1805	Miguel A. Pescador, Purchasing Agent: mpescador@ci.laredo.tx.us Enrique Aldape: ealdape@ci.laredo.tx.us Brenda Martinez: bmartinez2@ci.laredo.tx.us Margarita Bosquez: mbosquez@ci.laredo.tx.us Tania Herrera: therrera1@ci.laredo.tx.us Frank Miranda: fmiranda@ci.laredo.tx.us Kendra Rodriguez: krodrigue1@ci.laredo.tx.us

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Doggett Freightliner of South Texas, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

Remit to:

5 Address (number, street, and apt. or suite no.) See instructions.
9111 North Freeway — P.O. Box 670688

6 City, state, and ZIP code
Houston, TX 77037 — Houston, TX 77287

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number: ___ - ___ - ____

or

Employer identification number: 46-3732659

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 01/09/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Corporate Office Houston
P.O. Box 670688
Houston, TX 77267
(281) 249-4588
drgaccounts.payable@doggett.com

BANK REFERENCE
Wells Fargo Bank, N.A.
420 Montgomery St, San Francisco, CA 94104
TEL: (281) 362-6646
FAX: (281) 362-6611
CONTACT: Liz Keller
ACCOUNT NO: 4941655003

FEDERAL TAX ID: 46-3732669 **DUNS # 079255743**

VENDOR REFERENCES

1. **TEXAS AUTO CARRIERS**
   5765 Bicentennial, San Antonio, TX 78219
   TEL: (210) 666-3333 FAX: (210) 666-3058
   lana.morris@texasautocarriers.com
   Account No. DO2020

2. **HOLT COMPANY OF TEXAS**
   5665 SE Loop 410, San Antonio, TX 78222
   TEL: (210) 648-1111
   veronica.brokaw@holtcat.com
   Account No. 0448970

3. **TOYOTA LIFT OF SOUTH TEXAS & EL PASO**
   7110 North Freeway, Houston, TX 77076
   TEL: (713) 675-7000
   angela.white@doggett.com

4. **Larry's Driveshaft Service**
   5725 S 29th St, Fort Smith, AR 72908
   Tel: (479) 646-4924
   lds001@sbcglobal.net

5. **CHAMPION LABORATORIES**
   P.O. Box 50757, St. Louis, MO 63150
   TEL: (618) 445-6011 FAX: (601) 445-5215
   zoey.semidey@firstbrandsgroup.com

01-339
(Rev. 4-13/8)

Texas Sales and Use Tax Resale Certificate

Name of purchaser, firm or agency as shown on permit	Phone (Area code and number)
DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC	346-376-9705

Address (Street & number, P.O. Box or Route number)
9111 NORTH FREEWAY

City, State, ZIP code
HOUSTON, TX 77037

Texas Sales and Use Tax Permit Number (must contain 11 digits)
1 4 6 3 7 3 2 6 6 9 6

Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico

(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____

City, State, ZIP code: _____

Description of items to be purchased on the attached order or invoice:

PARTS OR MISCELLANEOUS ITEMS FOR RESALE

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

TRUCK SALES, PART SALES, SERVICES REPAIRS

The taxable items described above or on the attached order or invoice will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know at the time of purchase are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here) Purchaser	Title	Date
[signature]	ACCOUNTING MANAGER	1/1/2023

This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.

01-339 (Back)
(Rev. 4-13)

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency	
DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
9111 NORTH FREEWAY	346-378-9705
City, State, ZIP code	
HOUSTON, TX 77037	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

PARTS OR MISCELLANEOUS ITEMS FOR RESALE

Purchaser claims this exemption for the following reason:

PURCHASE FOR RESALE

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here ▶ Purchaser	Title	Date
	ACCOUNTING MANAGER	1/1/2023

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier.
Do <u>not</u> send the completed certificate to the Comptroller of Public Accounts.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/02/2022

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 Marsh USA Inc. 2929 Allen Parkway, Suite 2500 Houston, TX 77019 CH121715044--Std-22-23	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Doggett Freightliner of South Texas, LLC 12002 FM 1472 Laredo, TX 78045	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Ameriprise Partners Insurance Company INSURER B : Federated Mutual Insurance Company — 13935 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** HOU-0037798823-03 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			8130851	05/01/2022	05/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 10,000			8130852	05/01/2022	05/01/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) — Y / N — N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC2100236	05/01/2022	05/01/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Garage/General Liability			8130851	05/01/2022	05/01/2023	Each Accident	500,000

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

CERTIFICATE HOLDER	CANCELLATION
To Whom It May Concern C/O Doggett Freightliner of South Texas 9111 North Freeway Houston TX 77037	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 Marsh USA Inc.

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AGENCY CUSTOMER ID: CN121715044
LOC #: Houston

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA Inc	Doggett Freightliner of South Texas, LLC 12002 FM 1472 Laredo, TX 78045
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Garagekeepers Liability
Policy: 613085I
Effective Date: 5/1/2022
Expiration Date: 5/1/2023
Comp/Collision: $1,250,000

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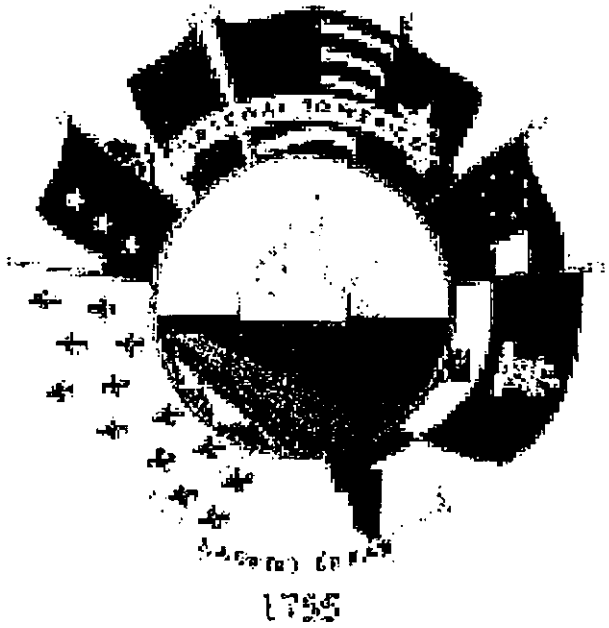

FY23-040 Medium/H.D. Truck OEM Parts
Andy's Auto Air & Supplies, Inc
Supplier Response

Event Information

Number: FY23-040 Medium/H.D. Truck OEM Parts
Title: FY23-040 Medium/H.D. Truck OEM Parts
Type: Request For Bid
Issue Date: 3/6/2023
Deadline: 3/30/2023 05:00 PM (CT)

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Andy's Auto Air & Supplies, Inc Information

Contact: Robert Rosas
Address: 11901 Sara Road
Laredo, TX 78045
Phone: (956) 722-7321
Email: robert@andys-air.com
Web Address: http://andysautoair.com/

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

Roberto Rosas — *Signature*
robert@andys-air.com — *Email*
Submitted at 3/24/2023 05:09:53 PM (CT)

Supplier Note

A/C PARTS 20% DISCOUNT

Response Attachments

Affidavit.pdf
Affidavit

Form 1295.pdf
Form 1295

Form CIQ.pdf
Form CIQ

Hub Certificate- Andys.pdf
HUB

DBE Certificate.pdf
DBE Certificate

SCTRCA CERTIFICATE TO 4-30-2024.pdf
SCTRCA Certificate

Insurance Certificate- Andy's.pdf
Insurance Certificate

Discretionary Contracts Disclosure.pdf
Discretionary Contracts Disclosure

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Andy's Auto Air & Supplies, Inc. // 956-722-7321 // Roberto Rosas
3	**State how long under has the business been in its present business name** 43 years
4	**If applicable, list all other names under which the Business identified above operated in the last five years** Andy's Auto & Bus Air, Inc.
5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
6	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? N/A
7	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? No
8	**State if the Company is a certified minority business enterprise** Historically Underutilized Business (HUB)
9	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

10 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

11 **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

12 **Disclosure Form**

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

13 **This is a**

New Submission

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

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Roberto Rosas

15 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

FY23-040 Medium/H.D. Truck OEM Parts - Fleet Department

16 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Andy's Auto Air & Supplies, Inc.

17 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

18 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

N/A

19 **Question 5. List any individuals or entities that will be subcontractors on this contract**

Not Applicable

20 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

N/A

21 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

22 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

N/A

23 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

24 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

N/A

25 **Updates on contributions required**

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

26 **Question 8. Disclosure of Conflict of Interest**

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

I am not aware of any conflict of interest

27 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

N/A

28 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ I have read and understand this section (I have read and understand this section)

29 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section (I have read and understand this section)

30 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☑ I have acknowledge that I have been advised (I have acknowledge that I have been advised)

31 **Question 11. Oath**

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

Roberto Rosas / General Manager / Andy's Auto and Air Supplies, Inc.

32 **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 (I swear or affirm information is correct)

33 **Conflict of Interest Questionnaire**

☑ I have completed this section (I have completed this section)

34 **Non-Collusive Affidavit**

☑ I have completed and included this form (I have completed and included this form)

35 **Discretionary Contracts Disclosure**

☑ I have completed this section (I have completed this section)

36 **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: Staring 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 (I will comply with this form)

37 **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 requests additional compensation.

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

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

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

(a) All information required by the bid form shall be furnished. 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. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(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 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. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

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

Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

(a) This contract will be **awarded by sections to the (lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. This contract will be awarded to one primary vendor and one secondary vendor for each section of this bid.

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 it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

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

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign 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.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

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

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

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

Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact; Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

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 (I Agree to the Terms and Conditions)

38 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 occurence 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 minumum requirements (I agree my insurance meets minumum requirements)

39 **Disqualification & Debarment Certification**

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

☑ I certify to the terms and conditions (I certify to the terms and conditions)

40

Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

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

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) **"Upon Award of RFP Only"**

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section (I have read and understand this section)

41	**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** **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 (I have read and understand this section)
42	**Ordinace 2018-O-175** The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors. *No response*
43	**Required Documentation** *****The following documentation shall be uploaded onto Cit-E-Bid***** Product identification (Mfr.) Type price schedule (dealer, jobber, etc.) Price Schedule Number Date of price schedule Price schedule column on which discount is based (i.e. distributor, net, wholesale ☑ Yes (Yes)

Bid Lines

1	**Package Header** Section I: Peterbilt Captive New Parts Quantity: 1 UOM: PKG Total: *No response* Manufacturer: Peterbilt Captive New Parts Item Notes: Please submit "0" for unit price Supplier Notes: A/C Parts 20% off list price **Package Items** 1.1 Percentage of Discount offered Quantity: 1 UOM: EA Total: 20% Manufacturer: Peterbilt OEM Parts Supplier Notes: A/C Parts

1.2
Parts will be delivered within _____ working days after receipt of order.

Quantity: 1 UOM: Working Days Price: *No response* Total: *No response*

Supplier Notes: 2-3 working days

2 Package Header

Section II: Freightliner Captive New Parts

Quantity: 1 UOM: PKG Total: *No response*

Manufacturer: Freightliner Captive New Parts

Item Notes: Please submit "0" for unit price

Supplier Notes: A/C Parts 20% off list price

Package Items

2.1 Percentage of Discount offered

Quantity: 1 UOM: EA Total: 20%

Manufacturer: Freightliner OEM Parts

Supplier Notes: A/C Parts

2.2
Parts will be delivered within _____ working days after receipt of order.

Quantity: 1 UOM: Working Days Price: *No response* Total: *No response*

Supplier Notes: 2-3 working days

3 Package Header

Section III: International Captive New Parts

Quantity: 1 UOM: PKG Total: *No response*

Manufacturer: International Captive New Parts

Item Notes: Please submit "0" for unit price

Supplier Notes: A/C Parts 20% off list price

Package Items

3.1 Percentage of Discount offered

Quantity: 1 UOM: EA Total: 20%

Manufacturer: International OEM Parts

Supplier Notes: A/C Parts

3.2
Parts will be delivered within _____ working days after receipt of order.

Quantity: 1 UOM: Working Days Price: *No response* Total: *No response*

Supplier Notes: 2-3 working days

4 Package Header

Section IV: MACK Captive New Parts

Quantity: 1 UOM: PKG Total: *No response*

Manufacturer: MACK Captive New Parts

Item Notes: Please submit "0" for unit price

Supplier Notes: A/C Parts 20% off list price

Package Items

4.1 Percentage of Discount offered

Quantity: 1 UOM: EA Total: 20%

Manufacturer: MACK OEM Parts

Supplier Notes: A/C Parts

4.2

Parts will be delivered within _____ working days after receipt of order.

Quantity: 1 UOM: Working Days Price: *No response* Total: *No response*

Supplier Notes: 2-3 working days

5 **Package Header**

Section V: GMC/Chevrolet Captive New Parts

Quantity: 1 UOM: PKG Total: *No response*

Manufacturer: GMC/Chevrolet Captive New Parts

Item Notes: Please submit "0" for unit price

Supplier Notes: A/C Parts 20% off list price

Package Items

5.1 Percentage of Discount offered

Quantity: 1 UOM: EA Total: 20%

Manufacturer: GMC/Chevrolet OEM Parts

Supplier Notes: A/C Parts

5.2

Parts will be delivered within _____ working days after receipt of order.

Quantity: 1 UOM: Working Days Price: *No response* Total: *No response*

Supplier Notes: 2-3 working days

Response Total: 0

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 85th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Andy's Auto & Air Supplies, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

None

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

N/A ☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

N/A ☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

None

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of Vendor doing business with the governmental entity

03/21/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: 1742062753500
Approval Date: March 11, 2022
Scheduled Expiration Date: March 11, 2026

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

Andy's Auto Air & Supplies, Inc. DBA Andy's Auto & Bus Air, Inc.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **March 11, 2022,** supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasmblsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

South Central Texas Regional Certification Agency of Bexar County, Texas hereby duly affirms that:

Andy's Auto Air & Supplies, Inc. DBA Andy's Auto & Bus Air, Inc.

has successfully met the established requirements of SCTRCA's Business Enterprise Certification Program to be certified as a

*HABE MBE SBE

Certified NAICS Codes

NAICS 423120: MOTOR VEHICLE PARTS AND ACCESSORIES, NEW, MERCHANT WHOLESALERS
NAICS 811198: ALL OTHER AUTOMOTIVE REPAIR AND MAINTENANCE

SOUTH CENTRAL TEXAS REGIONAL CERTIFICATION AGENCY

Certification Number: 222040217
Effective Date: April 4, 2022
Expiration Date: April 30, 2024

Charles Johnson
Executive Director

Note: This certificate is the property of the South Central Texas Regional Certification Agency and may be revoked should the above named firm graduate from or fails to comply with SCTRCA's Business Enterprise Program. A Certification Renewal Application is required every two years.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/13/2022

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	Laredo Commercial Insurance Agency Inc 5711 McPherson Rd, Suite 202 Laredo, TX 78041 License #: 19851
CONTACT NAME:	Michelle Paredes
PHONE (A/C, No, Ext):	(956)729-0799
FAX (A/C, No):	(956)712-3996
E-MAIL ADDRESS:	mparedes@laredoins.net
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Trumbull Insurance Company	27120
INSURER B: Mercury County Mutual Insurance Company	29394
INSURER C: Hartford Casualty Insurance Company	29424
INSURER D: Texas Mutual Insurance Company	22945
INSURER E: Allegrity Specialty Insurance	36951
INSURER F:	
INSURED	Andy's Auto Air & Supply, Inc.; DBA Andy's Mobility & Lift Services 11901 Sara Rd Laredo, TX 78045-1803

COVERAGES CERTIFICATE NUMBER: 00000020-9451 19 REVISION NUMBER: 13

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Incl Garage Ops GEN'L AGGREGATE LIMIT APPLIES PER [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			30 UEN OK9794	04/12/2022	04/12/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA420000015637	04/12/2022	04/12/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [X] CLAIMS-MADE DED [X] RETENTION $ 10,000			30 HHU OK9795	04/12/2022	04/12/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			0001243923	10/18/2022	10/18/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Commercial Property			01-C-PK-P20052329-0	04/12/2022	04/12/2023	Bldgs-BPP-BI	See below

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

Garage locations:
(1) 11901 Sara Rd., Laredo, TX
(2) 13403 Western Oak, Helotes, TX
(3) 1502 Santa Ursula, Laredo, TX
(4) 5410-5420 N. Birch St., Pharr, TX

(continued on ACORD 101 Additional Remarks Schedule)

CERTIFICATE HOLDER

Insured's Copy only

CANCELLATION

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

Glenn Faske (MP1)

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AGENCY CUSTOMER ID: 00000020

LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Laredo Commercial Insurance Agency Inc	Andy's Auto Air & Supply, Inc.; DBA Andy's Mobility & Lift Services
POLICY NUMBER N/A	
CARRIER Multiple Carriers — NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations)
Property locations:
(1) 11901 Sara Rd., Laredo, TX - Building $641,232, BPP $785,000, Business Income $397,467. Deductible: $1,000 AOP and 2% wind/hail
(2) 13403 Western Oak Dr., Helotes, TX - BPP $150,600, Business Income $74,806. Deductible: $1,000 AOP and 2% wind/hail
(3) 1502 Santa Ursula Ave., Laredo, TX - BPP $76,000. Deductible: $1,000 AOP and 2% wind/hail

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28.0 Discretionary Contracts Disclosure

City of Laredo
Discretionary Contracts Disclosure

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

For details on use of this form, see Section 4.01 if the City's Ethics Code.
*This is a X New Submission or ___ Correction or ___ Update to previous submission.

1. Name of person submitting this disclosure form.

First	MI	Last	Suffix
Robert		Rosas	

2. Contract Information

a) Contract or Project name(s): FY23-040 Medium/H.D. Truck OEM Parts

b) Originating Department(s): Fleet Department

3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).

Name (Print)	Signature	Name (Print)	Signature
Robert Rosas			

4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.

☒ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Name of partner, parent, or subsidiary business entity(ies): ___

City of Laredo

City Council

Meeting Date: 10/20/2025 **Resolution 35.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept and enter into a continuation contract from the Health Resources & Services Administration 340B Drug Pricing Reimbursement Program, in the total amount of $350,000.00, with no match for the City of Laredo Public Health Department for the term period from October 01, 2025 through September 30, 2026. Funds will be accounted for in the Laredo Public Health Department Fund - STD 340B Program.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):

- **Goal 7.1:** Improve access to health services for all residents.
- **Policy 7.1.2:** Ensure affordability of health services for low-income, uninsured, and underinsured populations.
- **Goal 7.5:** Strengthen public health systems and operations.
- **Policy 7.5.1:** Ensure public health programs are financially sustainable and responsive to community needs.
- **Policy 7.5.4:** Promote collaboration with federal and state programs to expand local healthcare access.

Summary of alignment: This resolution aligns with the Viva Laredo Comprehensive Plan by expanding access to affordable prescription medications for uninsured and underserved residents. The HRSA 340B program allows the City of Laredo Public Health Department to stretch limited resources further, ensuring more patients can access essential drugs and comprehensive care services. By reducing barriers to affordable treatment and strengthening local participation in a national program, the resolution supports the plan's goals of health equity, financial sustainability, and expanded access to preventive and treatment services.

PREVIOUS COUNCIL ACTION
On February 18. 2025, Council approved Resolution 2025-R-41.

BACKGROUND
The Health Resources & Services Administration (HRSA) 340B Program enables covered entities to stretch scarce federal resources as far as possible, reaching more eligible patients and providing comprehensive services. Eligible health care organizations/covered entities are defined in stature and include HRSA-supported health centers and look-alikes, Ryan White clinics and State AIDS Drug Assistance programs. To participate in the 340B Program, eligible organizations and covered entities must register and be enrolled with the 340B program and comply with all 340B Program

requirements. Once enrolled, covered entities are assigned a 340B identification number that vendors verify before allowing an organization to purchase 340B discounted drugs, expanding pharmaceutical access to underserved uninsured, and low-income populations.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approve the Resolution.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	STD 340B Program
Account #:	226-6515
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
The revenue account 226-0000-373-2080 and the expenditure division is 226-6515 with Project Number HEMR02.

2025-R-267

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO A CONTINUATION CONTRACT FROM THE HEALTH RESOURCES & SERVICES ADMINISTATION 340B DRUG PRICING REIMBURSEMENT PROGRAM, IN THE TOTAL AMOUNT OF $350,000.00, WITH NO MATCH FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT FOR THE TERM PERIOD FROM OCTOBER 01, 2025 THROUGH SEPTEMBER 30, 2026. FUNDS WILL BE ACCOUNTED FOR IN THE LAREDO PUBLIC HEALTH DEPARTMENT FUND – STD 340B PROGRAM.

WHEREAS, the Health Resources & Services Administration (HRSA) 340B Program enables covered entities to stretch scarce federal resources as far as possible, reaching more eligible patients and providing more comprehensive services. Eligible health care organizations/covered entities are defined in statute and include HRSA-supported health centers and look-alikes, Ryan White clinics and State AIDS Drug Assistance programs. To participate in the 340B Program, eligible organizations and covered entities must register and be enrolled with the 340B program and comply with all 340B Program requirements. Once enrolled, covered entities are assigned a 340B identification number that vendors verify before allowing an organization to purchase 340B discounted drugs, expanding pharmaceutical access to underserved, uninsured, and low-income populations.

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

Section 1: The City Manager is hereby authorized to accept and enter into a continuation from the Health Resources & Services Administration 340B Drug Pricing Reimbursement Program, in the total amount of $350,000.00, with no match for the City of Laredo Public Health Department for the term period from October 01, 2025 through September 30, 2026. Funding is available in the Laredo Public Health Department Fund – STD 340B Program.

Section 2: Funding is available in revenue account 226-0000-373-2080 and the expenditure division is 226-6515 with project number HEMR02.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2025.

_____

DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM
DOANH T. NGUYEN, CITY ATTORNEY

_____
AMBER R. HOLMES
ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 10/20/2025 **Consent Agenda 36.**

SUBJECT
Authorizing the City Manager to execute a professional services agreement with Dr. David H. Cruz, M.D., for continued physician oversight of the City's Employee Health & Wellness Clinic. This agreement consolidates medical direction, workers' compensation review, and prescriptive authority. The initial term of the agreement is two years, with up to two additional one-year extensions upon satisfactory performance. Annual base compensation shall be $75,000 per year, with a 3% annual cost-of-living adjustment (COLA), not to exceed a total contract amount of $315,000.00. Funding is available in the Risk Management Fund - Employee Health and Wellness.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):

- **Goal 7.1:** Improve access to health services for all residents.
- **Policy 7.1.3:** Promote preventive care and occupational health programs to improve overall community well-being.
- **Goal 7.5:** Strengthen public health systems and operations.
- **Policy 7.5.1:** Ensure public health programs are financially sustainable and responsive to community and workforce needs.
- **Policy 7.5.3:** Enhance coordination between public health, clinical providers, and employers to promote workplace wellness and safety.

Summary of alignment: This resolution aligns with the Viva Laredo Comprehensive Plan by supporting the City's commitment to preventive and occupational health for employees and their families. The physician services agreement ensures continued medical oversight, wellness care, and occupational health management-key components of a healthy and productive workforce. By investing in preventive medicine, safety oversight, and medical consultation, this initiative directly advances the Plan's goals to strengthen public health systems, protect worker well-being, and promote sustainable, responsive health programs within the municipal workforce.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The Physician agrees to render all physician services necessary within the scope of practice for occupational and preventive health services for its employees, retirees, and eligible dependents. The Physician shall provide professional medical oversight, worker's compensation medical review, and prescriptive authority supervision in accordance with applicable Texas Law and the agreement.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approves the motion.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Risk Management Fund - Health and Wellness
Account #:	594-2062-513-5528
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the Risk Management Fund - Employee Health and Wellness.

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement is made and entered into, by and between the **City of Laredo**, hereinafter referred to as the "**CITY**," and **David H. Cruz, MD PA**, hereinafter referred to as "**PROVIDER**."

SCOPE OF SERVICES

In consideration of the mutual promises herein contained, CITY hereby engages, and PROVIDER does hereby promise and agree to perform at the CITY's Employee Health & Wellness Division Clinic, located at 1102 Bob Bullock Loop, in Laredo, Texas, all the required services enumerated in this Agreement, and more particularly described in Exhibit "A".

TERM

The term is for a period of two (2) years with an additional two (2) one (1) year renewal option, beginning October 1, 2025 and ending September 30, 2027, exercisable by the City Manager. The agreement would be renewable at the expiration of said term by the mutual consent from both parties. Either party may terminate the Agreement with sixty (60) day's written notice.

METHOD OF COMPENSATION

CITY hereby agrees to compensate PROVIDER for services rendered to clients for those services described in Attachment A of this agreement. CITY hereby agrees to compensate PROVIDER for services rendered to employees of City of Laredo and dependents under the employee's medical plan. PROVIDER agrees not to charge employees for any services rendered pursuant to this contract.

Invoices for any services provided must be received by CITY no later than the 10th of the month, following the month in which the services were provided. Invoices must be sent to the address provided in the notice provision of this agreement. Compensation will be paid in twelve equal payments of $6,250.00 on a monthly basis, upon receipt of an invoice. The annual base compensation will be a total amount of $75,000.00 per year for a two (2) year agreement and annual adjustment of 3% Cost-of-Living (COLA) and shall not exceed ninety thousand $90,000.00 dollars per annual year.

Since PROVIDER is an independent contractor, the parties stipulate that PROVIDER will be solely responsible for all workers' compensation insurance and/or the reporting and payment of any and all applicable withholdings or taxes including, but not limited to F.I.C.A. and social security.

FUNDING

This agreement is contingent upon funding being available for the term in question and PROVIDER shall have no right of action against CITY in the event that CITY is unable to perform its obligations under this agreement as a result of the suspension, termination, withdrawal or failure of funding for CITY.

PROFESSIONAL STANDARDS

Provider shall at all times observe and comply with all Federal, State, and local laws, ordinances, and regulations including all amendments and revisions thereto, which in any manner affect Provider's work, and SHALL INDEMNIFY AND SA VE HARMLESS CITY AGAINST ANY CLAIMS RELATED TO OR ARISING FROM THE VIOLATION OF ANY SUCH LAWS, ORDINANCES AND REGULATIONS WHETHER BY PROFESSIONAL, ITS EMPLOYEES, OFFICERS, AGENTS,

SUBCONTRACTORS, OR REPRESENTATIVES. If Provider observes that the work is at variance, Provider shall promptly notify the City in writing.

PROVIDER must have the ability to (verbally) communicate effectively in Spanish with employees during office visits; or alternatively, provide for the services of a translator to accomplish this at the cost and expense of PROVIDER. The reason for this stipulation is that some of the employees of CITY speak only Spanish and are not able to comprehend and communicate in the English language.

PERFORMANCE METRICS

Area	Metric	Measurement Method
On-Site Oversight	Minimum 1 day per week	Attendance logs, schedule
WC Reviews	Completed within 5 business days	Case log tracking
Prescriptive Supervision	Quarterly documentation filed	Signed records
Compliance	100% regulatory adherence	Internal audit
Collaboration	Attend quarterly meetings	Meeting minutes
Satisfaction	≥ 85% employee satisfaction	Annual survey

INSURANCE AND CERTIFICATES OF INSURANCE

PROVIDER further agrees to furnish CITY with a copy of his Texas medical license, proof of insurance at Provider's expense as required in Exhibit "B" and such insurance has been approved by the City. Any subcontractor of the Professional shall be required to carry the same insurance as the Professional. Certificates of Insurance shall be attached hereto as Exhibit "C" and incorporated herein.

TERMINATION

Either party may terminate this Agreement at any time upon sixty (60) days' prior written notice to the other party, without the necessity of cause. Notwithstanding the foregoing, the City shall have the right to terminate this Agreement immediately for cause, upon written notice to the other party, in the event of (i) the loss, suspension, or revocation of any medical license or professional certification required to perform the obligations under this Agreement; (ii) a material breach of any term, covenant, or condition of this Agreement; or (iii) the failure of the other party to maintain the insurance coverage required herein. Termination under this provision shall not relieve either party of any obligations or liabilities accrued prior to the effective date of termination.

INDEMNIFICATION

The provider shall save harmless the city from and against all claims and liability due to the activities of the provider, his agents, employees or contractors preformed under this agreement and that result from any negligent act, error, or omission of the provider or his agents, employees or contractors. With respect to the provider's indemnity obligation set forth in above, the provider shall have no duty to indemnify for any damages caused by the sole negligence of the city.

RELATIONSHIP OF THE PARTIES

Nothing contained in this agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, joint owners, or joint tenants between the parties. The parties hereby declare and acknowledge that the relationship existing is one of independent contractor. This agreement does not and shall not be construed to entitle either party or any of their respective employees or officials, if applicable, to any benefit, privilege or other amenities of employment from the other party. The parties to this contract do not intend to create any third party. No person who is not a party to this contract may bring a cause of action pursuant to this contract as a third-party beneficiary. This contract may not be interpreted to waive the Sovereign immunity of any party to this contract to the extent such party may have immunity under the law of the State of Texas.

EXCHANGE OF INFORMATION

The parties acknowledge that it is necessary for them to exchange information and cooperate fully regarding policies affecting the administration of the agreement, to the end of achieving an orderly and effective delivery of high-quality services to all participants referred to PROVIDER by CITY.

RECORDS AND CONFIDENTIALITY

Physician shall maintain all patient and employee medical records in compliance with HIPAA, Texas Medical Board, and City policy. Records are subject to audit by the City for compliance purposes only.

AUDIT AND INSPECTION OF RECORDS

The PROVIDER shall permit CITY, the Texas Department of Health, or any of their authorized representatives to inspect and audit all data and records relating to the performance of this agreement. All records pertaining to the agreement shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible at all reasonable times.

OVERSIGHT AND ADMINISTRATION

This Agreement shall be administered by the City Department of Health. The Department shall coordinate scheduling, compliance tracking, and performance evaluation.

ARTICLE XII. DISCRIMINATION PROHIBITED

No person in the United States shall, on the grounds of race, creed, age, handicap, ability to pay, color, sex or national origin be excluded from participation in, be denied the process of, or be subject to discrimination in the performance of this agreement.

AMENDMENT

This agreement may be amended by the mutual agreement of the parties hereto, in writings to be attached to and incorporated into this agreement.

MISCELLANEOUS

14.01 Paragraph Headings. The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

14.02 Agreement Interpretation. This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of the Agreement shall not be construed more favorably for either party.

14.03 Venue/Governing Law. The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Webb County, Texas. Exclusive venue shall lie in Webb County, Texas.

14.04 Severability. In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

14.05 Notices. Notices provided pursuant to this agreement shall be sent in writing via either hand delivery or certified mail, return receipt requested to the following addresses:

Dr. David H. Cruz, M.D.
1811 N. Arkansas
Laredo, TX 78040

Richard A. Chamberlain
DrPH, MPH, CPHA, CPM, CHW, RS
Director of Public Health
2600 Cedar Ave.
Laredo, TX 78040

ENTIRE AGREEMENT

This Agreement, including the incorporated Delegated Prescriptive Authority Agreement and any approved amendments, constitutes the entire understanding between the parties and supersedes all prior agreements.

In witness whereof this agreement has been executed in duplicate by authorized on the _____ day of _____ , 2025.

CITY OF LAREDO

By: _____
Joseph W. Neeb Date
City Manager

PROVIDER

By: _____
David H. Cruz, M.D., PA Date

RECOMMENDED

By: _____
Richard A. Chamberlain Date
DrPH, MPH, CPHA, CPM, CHW, RS
Director of Public Health

CITY OF LAREDO

APPROVED AS TO FORM
Doanh T. Nguyen, City Attorney

By: _____
Amber R. Holmes Date
Assistant City Attorney

ATTESTED

By: _____
Mario I. Maldonado, Jr. Date
City Secretary

EXHIBIT "A"

SCOPE OF SERVICES

In fulfilling the terms of this agreement, Provider hereby agrees to carry out the following duties and responsibilities:

A. Clinic Oversight
• Provide on-site medical oversight one (1) day per week at the City's Employee Health & Wellness Clinic.
• Ensure compliance with all applicable state and federal health regulations.
• Supervise and consult with clinic staff on complex medical cases.

B. Workers' Compensation Medical Reviews
• Review and provide guidance on workers' compensation cases and employee injury claims.
• Complete case reviews and documentation within five (5) business days of receipt.

C. Prescriptive Authority Supervision
• Supervise the City's Advanced Practice Registered Nurse (APRN) in accordance with Texas Occupations Code §157.0512 and Texas Medical Board regulations.
• Maintain and annually review a Delegated Prescriptive Authority Agreement, incorporated herein by reference.
• Conduct quarterly meetings and chart audits as required by law.

D. Remote Availability
• Be accessible by phone or electronic communication during clinic hours for consultation and approvals.

E. Compliance and Reporting
• Maintain medical records, chart documentation, and supervisory reports.
• Submit quarterly compliance attestations to the City's Department of Health.
• Participate in annual program review meetings.

EXHIBIT "B"

CITY OF LAREDO

INSURANCE PROVISIONS FOR PROFESSIONAL SERVICE CONTRACTS

The following insurance provisions shall provide additional clarification to the "INSURANCE AND CERTIFICATES OF INSURANCE" Section of the contract, and the Professional shall comply with each and every condition contained herein. The Professional shall provide and maintain, until the work covered in the contract is completed and accepted by The City of Laredo, the minimum insurance coverages as follows:

1. Professional Liability (Medical Malpractice/Errors and Omissions) for professional services with minimum limits of $200,000 per-occurrence and $600,000 annual aggregate or higher, limits depending on the type, size, and scope of services provided.

2. 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 Professional's obligations contained in the contract.
3. 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.
4. 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.
5. Errors & Omissions coverage:
    a. Professional Liability with minimum limits of $1,000,000 or higher, depending on the type, size, and scope of services.
    b. This coverage must be maintained for at least two (2) 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 the contract.

PLEASE NOTE: The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following-form. The Professional may maintain reasonable and customary deductibles, subject to approval by the City of Laredo.

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

With reference to the foregoing insurance requirement, Professional 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. The City of Laredo shall be named as the Certificate Holder, and a copy of the Certificate of Insurance shall be mailed to: City of Laredo, 1102 Bob Bullock Loop, Laredo, TX 78043." Also, we need a copy of the Certificate of Insurance for verification and a copy of Dr. Cruz's current medical license.

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 assurances.

8. Professional 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.

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

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

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

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

EXHIBIT "C"

CERTIFICATE OF INSURNACE (COI) FOR DR. DAVID H. CRUZ (Please attach COI)

City of Laredo

City Council

Meeting Date: 10/20/2025 **Consent Agenda 37.**

SUBJECT
Consideration to award annual supply/service contract FY25-071 with the lowest responsive/responsible bidder Rain for Rent, Bakersfield, CA in an annual amount up to $500,000.00 for a total contract value of $2,000,000.00 to provide emergency diesel by-pass pump rentals. The vendor shall provide all required equipment, materials, labor, transportation, fuel, and supervision necessary to support temporary by-pass pumping operations at wastewater lift stations or gravity main segments during emergency conditions or scheduled repairs. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract has three additional one (1) year extension periods, upon mutual agreement of the parties. Funding is available in the Sewer System Fund - 2022 Sewer Revenue Bond.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The City received two (2) bids through Cit-E-Bid for awarding an annual supply/service contract to provide all required equipment, materials, labor, transportation, fuel, and supervision necessary to support temporary by-pass pumping operations at wastewater lift stations or gravity main segments during emergency conditions or scheduled repairs. The term of this contract shall be for a period of one-years beginning as of the date of its execution. This contract can be renewed for three additional one-year periods. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Pricing Summary:

Vendor	Unit Cost Total Per Equipment
Rain for Rent	$47,741.23
United Rentals	$59,070.00

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
Approval of motion.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Yes
Source of Funds:	2022 Sewer Revenue Bond
Account #:	559-9879-535-9301
Change Order: Exceeds 25% Y/N:	No

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.

2022 Sewer Revenue Bond
Project ID SW1801
559-9879-535-9301

					Rain For Rent (WOSCO)		United Rentals (North	
					Total Price	$47,741.23	Total Price	$59,070.00
Line #	Description	QTY	UOM	Estimated	Unit	Extended	Unit	Extended
1	Section I:Pumps, Hoses, Valves, Fittings and A	1	PKG		$11,450.94	$11,450.94	**$10,493.00**	$10,493.00
1.1	Pumps (Diesel-Powered, Trailer-Mounted)6”	1	Per Unit (We		**$463.20**		$719.00	
1.2	Pumps (Diesel-Powered, Trailer-Mounted)8”	1	Per Unit (We		**$616.67**		$1,008.00	
1.3	Pumps (Diesel-Powered, Trailer-Mounted)10	1	Per Unit (We		**$723.33**		No Bid	
1.4	Pumps (Diesel-Powered, Trailer-Mounted)12	1	Per Unit (We		**$1,282.17**		$1,856.00	
1.5	Hoses (Includes Quick Connect Couplings)6” S	1	Per Set (We		**$518.85**		$615.00	
1.6	Hoses (Includes Quick Connect Couplings)6” D	1	Per Set (We		$220.26		**$212.00**	
1.7	Hoses (Includes Quick Connect Couplings)8” S	1	Per Set (We		**$853.60**		$1,025.00	
1.8	Hoses (Includes Quick Connect Couplings)8” D	1	Per Set (We		**$609.52**		No Bid	
1.9	Hoses (Includes Quick Connect Couplings)10”	1	Per Set (We		**$1,164.16**		No Bid	
1.10	Hoses (Includes Quick Connect Couplings)10”	1	Per Set (We		**$1,164.16**		No Bid	
1.11	Hoses (Includes Quick Connect Couplings)12”	1	Per Set (We		**$1,318.68**		$1,715.00	
1.12	Hoses (Includes Quick Connect Couplings)12”	1	Per Set (We		$1,318.68		**$1,232.00**	
1.13	Valves (Sewage Grade, Rental Ready)6” Chec	1	Per Unit (We		**$103.37**		$200.00	
1.14	Valves (Sewage Grade, Rental Ready)8” Chec	1	Per Unit (We		**$105.39**		$300.00	
1.15	Valves (Sewage Grade, Rental Ready)10” Che	1	Per Unit (We		**$115.36**		No Bid	
1.16	Valves (Sewage Grade, Rental Ready)12” Che	1	Per Unit (We		**$193.62**		$400.00	
1.17	Valves (Sewage Grade, Rental Ready)6” Plug	1	Per Unit (We		**$93.07**		$281.00	
1.18	Valves (Sewage Grade, Rental Ready)8” Plug	1	Per Unit (We		**$109.75**		$281.00	
1.19	Valves (Sewage Grade, Rental Ready)10” Plug	1	Per Unit (We		**$124.11**		$281.00	
1.20	Valves (Sewage Grade, Rental Ready)12” Plug	1	Per Unit (We		**$184.54**		$281.00	
1.21	Fittings (Cam-Lock, Flanged, or Gasketed)6” E	1	Per Unit (We		$23.85		**$14.00**	
1.22	Fittings (Cam-Lock, Flanged, or Gasketed)8” E	1	Per Unit (We		$36.87		**$29.00**	
1.23	Fittings (Cam-Lock, Flanged, or Gasketed)10”	1	Per Unit (We		**$47.88**		No Bid	
1.24	Fittings (Cam-Lock, Flanged, or Gasketed)12”	1	Per Unit (We		$59.85		**$44.00**	
2	Section II:Pumps, Hoses, Valves, Fittings and	1	PKG		**$25,977.04**	$25,977.04	$33,492.00	$33,492.00
2.1	Pumps (Diesel-Powered, Trailer-Mounted)6”	1	Per Unit (Mo		**$1,389.60**		$2,159.00	
2.2	Pumps (Diesel-Powered, Trailer-Mounted)8”	1	Per Unit (Mo		**$1,850.00**		$3,026.00	
2.3	Pumps (Diesel-Powered, Trailer-Mounted)10	1	Per Unit (Mo		**$2,169.98**		No Bid	
2.4	Pumps (Diesel-Powered, Trailer-Mounted)12	1	Per Unit (Mo		**$3,846.50**		$5,136.00	
2.5	Hoses (Includes Quick Connect Couplings)6” S	1	Per Set (Mo		**$1,037.70**		$1,845.00	
2.6	Hoses (Includes Quick Connect Couplings)6” D	1	Per Set (Mo		**$440.52**		$556.00	
2.7	Hoses (Includes Quick Connect Couplings)8” S	1	Per Set (Mo		**$1,707.20**		$3,065.00	
2.8	Hoses (Includes Quick Connect Couplings)8” D	1	Per Set (Mo		$1,218.96		**$1,132.00**	
2.9	Hoses (Includes Quick Connect Couplings)10”	1	Per Set (Mo		**$2,323.28**		No Bid	
2.10	Hoses (Includes Quick Connect Couplings)10”	1	Per Set (Mo		**$2,323.28**		No Bid	

2.11	Hoses (Includes Quick Connect Couplings)12"	1	Per Set (Mo	**$2,637.32**		$5,260.00		
2.12	Hoses (Includes Quick Connect Couplings)12"	1	Per Set (Mo	**$2,637.32**		$4,196.00		
2.13	Valves (Sewage Grade, Rental Ready)6" Chec	1	Per Unit (M	**$206.74**		$600.00		
2.14	Valves (Sewage Grade, Rental Ready)8" Chec	1	Per Unit (M	**$210.78**		$900.00		
2.15	Valves (Sewage Grade, Rental Ready)10" Che	1	Per Unit (M	**$231.11**		No Bid		
2.16	Valves (Sewage Grade, Rental Ready)12" Che	1	Per Unit (M	**$387.23**		$1,200.00		
2.17	Valves (Sewage Grade, Rental Ready)6" Plug	1	Per Unit (M	**$186.13**		$1,029.00		
2.18	Valves (Sewage Grade, Rental Ready)8" Plug	1	Per Unit (M	**$219.49**		$1,029.00		
2.19	Valves (Sewage Grade, Rental Ready)10" Plu	1	Per Unit (M	**$248.22**		$1,029.00		
2.20	Valves (Sewage Grade, Rental Ready)12" Plu	1	Per Unit (M	**$369.08**		$1,029.00		
2.21	Fittings (Cam-Lock, Flanged, or Gasketed)6" F	1	Per Unit (M	**$47.40**		$59.00		
2.22	Fittings (Cam-Lock, Flanged, or Gasketed)8" F	1	Per Unit (M	**$73.74**		$90.00		
2.23	Fittings (Cam-Lock, Flanged, or Gasketed)10"	1	Per Unit (M	**$95.76**		No Bid		
2.24	Fittings (Cam-Lock, Flanged, or Gasketed)12"	1	Per Unit (M	**$119.70**		$152.00		
3	Section III: AdditionalServices.	1	PKG	**$10,313.25**	$10,313.25	$15,085.00	$15,085.00	
3.1	On-Site Pump Operator (if requested).	1	Hourly Labo	$121.25		**$85.00**		
3.2	Emergency Delivery and Setup (<4 hours).	1	Per Event	**$5,096.00**		$10,000.00		
3.3	By-Pass Removal and Clean Up.	1	Per Event	$5,096.00		**$5,000.00**		

FY25-071

Rain For Rent

WOSCO

Supplier Response

Event Information

Number:	FY25-071
Title:	FY25-071 Emergency Diesel Bypass Pump Rentals – Utilities Department
Type:	Invitation For Bid
Issue Date:	7/11/2025
Deadline:	8/5/2025 05:00 PM (CT)
Notes:	Vendors/contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission. The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

******If th. ıdder submits both an electronic bid and . operly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. **********

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

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Rain For Rent Information

Contact:	Carrie Hitch
Address:	3404 State Road Bakersfield, CA 93308
Phone:	(661) 399-9124
Email:	chitch@rainforrent.com
Web Address:	www.rainforrent.com

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

Jason Goldberg
Signature

contracts@rainforrent.com
Email

Submitted at 8/5/2025 12:26:52 PM (CT)

Supplier Note

Good morning. At the time that we were advised of this bid solicitation, the Q&A deadline has passed. We have added as much detail as possible to help clarify the pricing lines, and our submittal also includes a proposal summary with Exhibit A - Clarifications for the City's consideration. We appreciate the opportunity and look forward to being of service to the City of Laredo Utilities Department. Sincerely, Carrie Hitch Corporate Bid Manager on behalf of Jason Goldberg, Chief Operating Officer

Response Attachments

City of Laredo Conflict of Interest Questionnaire_RainforRent_Executed_080525.pdf

Conflict of Interest Questionnaire

Rain for Rent Proposal Summary_Executed_City of Laredo_080525.pdf

Rain for Rent Proposal Summary with Exhibit A Clarifications

City of Laredo Non-Collusive Affidavit_Executed_080525.pdf

Non-Collusive Affidavit

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Western Oilfields Supply Company dba Rain for Rent; Jason Goldberg, Chief Operating Officer; 661-634-6808
3	**State how long under has the business been in its present business name** 91 years

4	**If applicable, list all other names under which the Business identified above operated in the last five years**
	See W-9 form in attached Proposal Summary
5	**State if the Company is a certified minority business enterprise**
	The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
6	**Questions Part 1**
	1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?
	As a large multi-national company disputes arise from time to time which may include litigation. There are no judgments on record for the company and nothing that would impact company operations. Upon advice of counsel we do not comment on current legal matters. There has not been any actions related to federal contracting or contracts.
7	**Questions Part 2**
	1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?
	No.
8	**State if the Company is a certified minority business enterprise**
	This company is not a certified minority business
9	**Conflict of Interest Disclosure**
	A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member. 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

10 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

11 **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

12 **Disclosure Form**

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

13 **This is a**

New Submission

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

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Jason Goldberg, Chief Operating Officer

15 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

Emergency Diesel Bypass Pump Rentals, Utilities Department FY25-071

16 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Western Oilfields Supply Company dba Rain for Rent

17 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

18 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

No response

19 **Question 5. List any individuals or entities that will be subcontractors on this contract**

Not Applicable

20	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. *No response*
21	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable
22	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. *No response*
23	**Question 7. Disclosure of political contributions** List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) Not Applicable
24	**Question 7. Disclosure of political contributions** If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. *No response*
25	**Updates on contributions required** Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
26	**Question 8. Disclosure of Conflict of Interest** Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? I am not aware of any conflict of interest
27	**8. Disclosure of Conflict of Interest** If you selected I am aware of conflict of interest is question 8, please list them in this section. *No response*

28 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ I have read and understand this section

29 **Question 10. No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section

30 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☑ I have acknowledge that I have been advised

31 **Question 11. Oath**

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

Jason Goldberg, Chief Operating Officer Western Oilfields Supply Company dba Rain for Rent

32 **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

33 **Company Information Questionnaire**

☑ I have completed this section

34 **Conflict of Interest Questionnaire**

☑ I have completed this section

35 **Non-Collusive Affidavit**

☑ I have completed and included this form

36 **Discretionary Contracts Disclosure**

☑ I have completed this section

37 **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: Staring 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

38 **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 requests additional compensation.

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

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

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

(a) All information required by the bid form shall be furnished. 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. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(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 . ,y catalog or manufacturer's reference us. ,n 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 Jaime Zapata 5512, Thomas Ave, Laredo, TX 78041; email: jezapata@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. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

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

Thomas Ave. Laredo, Texas 7804

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 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 it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

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

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign 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.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

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

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

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

13.0 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

39 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 occurence 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.

NON-CONSTRUCTION BIDS:

Insurance Requirements

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

(a) Commercial General Liability insurance at minimum combined single limits of $1.000.000 per-occurrence and $2,000.000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limit of $1.000,000 each-occurrence each accident/$1,000.000 by disease each-occurrence/$1.000,000 by disease aggregate.

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

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

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

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

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

CONSTRUCTION BIDS:

INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(i) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

(k) 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.

(l) 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. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(m) 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.

(n) 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 a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
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, Builders Risk, and all liability policies. 13. 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.
4. 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.
5. 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.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
8. 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.

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(p) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

☑ I agree my insurance meets minumum requirements

40 **Disqualification & Debarment Certification**

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

☑ I certify to the terms and conditions

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Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

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

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section

42	**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** **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
43	**Ordinace 2018-O-175** The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors. *No response*

Bid Lines

1 Package Header

Section I: Pumps, Hoses, Valves, Fittings and Additional Services.
Weekly Rate

Quantity: 1 UOM: PKG Total: $11,450.94

Package Items

1.1 Pumps (Diesel-Powered, Trailer-Mounted)
6" Diesel By-Pass Pump.

Quantity: 1 UOM: Per Unit (Weekly Rate) Price: $463.20 Total: $463.20

Supplier Notes: Additional cost for fuel is estimated at $3,636.37 per week, which is based on a fuel burn of 4.7 gls/hr @ 2,200 RPM, (actual consumption and price may vary). Environmental Recovery Fee shall apply to all rental charges invoiced.

1.2 Pumps (Diesel-Powered, Trailer-Mounted)
8" Diesel By-Pass Pump.

Quantity: 1 UOM: Per Unit (Weekly Rate) Price: $616.67 Total: $616.67

Supplier Notes: Additional cost for fuel is estimated at $3,526.09 per week, which is based on a fuel burn of 4.6 gls/hr @ 2,000 RPM, (actual consumption and price may vary). Environmental Recovery Fee shall apply to all rental charges invoiced.

1.3 Pumps (Diesel-Powered, Trailer-Mounted)
10" Diesel By-Pass Pump.

Quantity: 1 UOM: Per Unit (Weekly Rate) Price: $723.33 Total: $723.33

Supplier Notes: Additional cost for fuel is estimated at $5,415.87 per week, which is based on a fuel burn of 7 gls/hr @ 1,000 RPM, (actual consumption and price may vary). Environmental Recovery Fee shall apply to all rental charges invoiced.

1.4 Pumps (Diesel-Powered, Trailer-Mounted)

12" Diesel By-Pass Pump.

Quantity: 1 UOM: Per Unit (Weekly Rate) Price: $1,282.17 Total: $1,282.17

Supplier Notes: Additional cost for fuel is estimated at $6,885.89 per week, which is based on a fuel burn of 8.9 gls/hr @ 1,800 RPM, (actual consumption and price may vary). Environmental Recovery Fee shall apply to all rental charges invoiced.

1.5 Hoses (Includes Quick Connect Couplings)

6" Suction Hose (per 100 feet)

Quantity: 1 UOM: Per Set (Weekly Rate) Price: $518.85 Total: $518.85

Supplier Notes: Environmental Recovery Fee shall apply to all rental charges invoiced.

1.6 Hoses (Includes Quick Connect Couplings)

6" Discharge Hose (per 100 feet)

Quantity: 1 UOM: Per Set (Weekly Rate) Price: $220.26 Total: $220.26

Supplier Notes: Environmental Recovery Fee shall apply to all rental charges invoiced.

1.7 Hoses (Includes Quick Connect Couplings)

8" Suction Hose (per 100 feet)

Quantity: 1 UOM: Per Set (Weekly Rate) Price: $853.60 Total: $853.60

Supplier Notes: Environmental Recovery Fee shall apply to all rental charges invoiced.

1.8 Hoses (Includes Quick Connect Couplings)

8" Discharge Hose (per 100 feet)

Quantity: 1 UOM: Per Set (Weekly Rate) Price: $609.52 Total: $609.52

Supplier Notes: Environmental Recovery Fee shall apply to all rental charges invoiced.

1.9 Hoses (Includes Quick Connect Couplings)

10" Suction Hose (per 100 feet)

Quantity: 1 UOM: Per Set (Weekly Rate) Price: $1,164.16 Total: $1,164.16

Supplier Notes: Environmental Recovery Fee shall apply to all rental charges invoiced.

1.10 Hoses (Includes Quick Connect Couplings)

10" Discharge Hose (per 100 feet)

Quantity: 1 UOM: Per Set (Weekly Rate) Price: $1,164.16 Total: $1,164.16

Supplier Notes: Environmental Recovery Fee shall apply to all rental charges invoiced.

1.11 Hoses (Includes Quick Connect Couplings)

12" Suction Hose (per 100 feet)

Quantity: 1 UOM: Per Set (Weekly Rate) Price: $1,318.68 Total: $1,318.68

Supplier Notes: Environmental Recovery Fee shall apply to all rental charges invoiced.

1.12 Hoses (Includes Quick Connect Couplings)

12" Discharge Hose (per 100 feet)

Quantity: 1 UOM: Per Set (Weekly Rate) Price: $1,318.68 Total: $1,318.68

Supplier Notes: Environmental Recovery Fee shall apply to all rental charges invoiced.

1.13 Valves (Sewage Grade, Rental Ready)
6" Check Valve.

Quantity: 1 UOM: Per Unit (Weekly Rate) Price: $103.37 Total: $103.37

Supplier Notes: Environmental Recovery Fee shall apply to all rental charges invoiced.

1.14 Valves (Sewage Grade, Rental Ready)
8" Check Valve.

Quantity: 1 UOM: Per Unit (Weekly Rate) Price: $105.39 Total: $105.39

Supplier Notes: Environmental Recovery Fee shall apply to all rental charges invoiced.

1.15 Valves (Sewage Grade, Rental Ready)
10" Check Valve.

Quantity: 1 UOM: Per Unit (Weekly Rate) Price: $115.36 Total: $115.36

Supplier Notes: Environmental Recovery Fee shall apply to all rental charges invoiced.

1.16 Valves (Sewage Grade, Rental Ready)
12" Check Valve.

Quantity: 1 UOM: Per Unit (Weekly Rate) Price: $193.62 Total: $193.62

Supplier Notes: Environmental Recovery Fee shall apply to all rental charges invoiced.

1.17 Valves (Sewage Grade, Rental Ready)
6" Plug Valve.

Quantity: 1 UOM: Per Unit (Weekly Rate) Price: $93.07 Total: $93.07

Supplier Notes: Environmental Recovery Fee shall apply to all rental charges invoiced.

1.18 Valves (Sewage Grade, Rental Ready)
8" Plug Valve.

Quantity: 1 UOM: Per Unit (Weekly Rate) Price: $109.75 Total: $109.75

Supplier Notes: Environmental Recovery Fee shall apply to all rental charges invoiced.

1.19 Valves (Sewage Grade, Rental Ready)
10" Plug Valve.

Quantity: 1 UOM: Per Unit (Weekly Rate) Price: $124.11 Total: $124.11

Supplier Notes: Environmental Recovery Fee shall apply to all rental charges invoiced.

1.20 Valves (Sewage Grade, Rental Ready)
12" Plug Valve.

Quantity: 1 UOM: Per Unit (Weekly Rate) Price: $184.54 Total: $184.54

Supplier Notes: Environmental Recovery Fee shall apply to all rental charges invoiced.

1.21 Fittings (Cam-Lock, Flanged, or Gasketed)
6" Elbows . Tees / Reducers / Adapters

Quantity: 1 UOM: Per Unit (Weekly Rate) Price: $23.85 Total: $23.85

Supplier Notes: Environmental Recovery Fee shall apply to all rental charges invoiced.

1.22 Fittings (Cam-Lock, Flanged, or Gasketed)
8" Elbows / Tees / Reducers / Adapters

Quantity: 1 UOM: Per Unit (Weekly Rate) Price: $36.87 Total: $36.87

Supplier Notes: Environmental Recovery Fee shall apply to all rental charges invoiced.

1.23 Fittings (Cam-Lock, Flanged, or Gasketed)
10" Elbows / Tees / Reducers / Adapters

Quantity: 1 UOM: Per Unit (Weekly Rate) Price: $47.88 Total: $47.88

Supplier Notes: Environmental Recovery Fee shall apply to all rental charges invoiced.

1.24 Fittings (Cam-Lock, Flanged, or Gasketed)
12" Elbows / Tees / Reducers / Adapters

Quantity: 1 UOM: Per Unit (Weekly Rate) Price: $59.85 Total: $59.85

Supplier Notes: Environmental Recovery Fee shall apply to all rental charges invoiced.

2 Package Header

Section II: Pumps, Hoses, Valves, Fittings and Additional Services.
Monthly Rate

Quantity: 1 UOM: PKG Total: $25,977.04

Package Items

2.1 Pumps (Diesel-Powered, Trailer-Mounted)
6" Diesel By-Pass Pump.

Quantity: 1 UOM: Per Unit (Monthly Rate) Price: $1,389.60 Total: $1,389.60

Supplier Notes: Additional cost for fuel is estimated at $14,545.48 per week, which is based on a fuel burn of 4.7 gls/hr @ 2,200 RPM, (actual consumption and price may vary). Monthly rate is based on a 28-day period. Environmental Recovery Fee shall apply to all rental charges invoiced.

2.2 Pumps (Diesel-Powered, Trailer-Mounted)
8" Diesel By-Pass Pump.

Quantity: 1 UOM: Per Unit (Monthly Rate) Price: $1,850.00 Total: $1,850.00

Supplier Notes: Additional cost for fuel is estimated at $14,236 per week, which is based on a fuel burn of 4.6 gls/hr @ 2,000 RPM, (actual consumption and price may vary). Monthly Rate is based on a 28-day period. Environmental Recovery Fee shall apply to all rental charges invoiced.

2.3 Pumps (Diesel-Powered, Trailer-Mounted)
10" Diesel By-Pass Pump.

Quantity: 1 UOM: Per Unit (Monthly Rate) Price: $2,169.98 Total: $2,169.98

Supplier Notes: Additional cost for fuel is estimated at $21,663.49 per week, which is based on a fuel burn of 7 gls/hr @ 1,800 RPM, (actual consumption and price may vary). Monthly Rate is based on a 28-day period. Environmental Recovery Fee shall apply to all rental charges invoiced.

2.4 Pumps (Diesel-Powered, Trailer-Mounted)
12" Diesel By-Pass Pump.

Quantity: 1 UOM: Per Unit (Monthly Rate) Price: $3,846.50 Total: $3,846.50

Supplier Notes: Additional cost for fuel is estimated at $27,543.58 per week, which is based on a fuel burn of 8.9 gls/hr @ 1,800 RPM, (actual consumption and price may vary). Monthly Rate is based on a 28-day period. Environmental Recovery Fee shall apply to all rental charges invoiced.

2.5 Hoses (Includes Quick Connect Couplings)
6" Suction Hose (per 100 feet)

Quantity: 1 UOM: Per Set (Monthly Rate) Price: $1,037.70 Total: $1,037.70

Supplier Notes: Monthly rate is based on a 28-day period. Environmental Recovery Fee shall apply to all rental charges invoiced.

2.6 Hoses (Includes Quick Connect Couplings)
6" Discharge Hose (per 100 feet)

Quantity: 1 UOM: Per Set (Monthly Rate) Price: $440.52 Total: $440.52

Supplier Notes: Monthly rate is based on a 28-day period. Environmental Recovery Fee shall apply to all rental charges invoiced.

2.7 Hoses (Includes Quick Connect Couplings)
8" Suction Hose (per 100 feet)

Quantity: 1 UOM: Per Set (Monthly Rate) Price: $1,707.20 Total: $1,707.20

Supplier Notes: Monthly rate is based on a 28-day period. Environmental Recovery Fee shall apply to all rental charges invoiced.

2.8 Hoses (Includes Quick Connect Couplings)
8" Discharge Hose (per 100 feet)

Quantity: 1 UOM: Per Set (Monthly Rate) Price: $1,218.96 Total: $1,218.96

Supplier Notes: Monthly rate is based on a 28-day period. Environmental Recovery Fee shall apply to all rental charges invoiced.

2.9 Hoses (Includes Quick Connect Couplings)
10" Suction Hose (per 100 feet)

Quantity: 1 UOM: Per Set (Monthly Rate) Price: $2,323.28 Total: $2,323.28

Supplier Notes: Monthly rate is based on a 28-day period. Environmental Recovery Fee shall apply to all rental charges invoiced.

2.10 Hoses (Includes Quick Connect Couplings)
10" Discharge Hose (per 100 feet)

Quantity: 1 UOM: Per Set (Monthly Rate) Price: $2,323.28 Total: $2,323.28

Supplier Notes: Monthly rate is based on a 28-day period. Environmental Recovery Fee shall apply to all rental charges invoiced.

2.11 Hoses (Includes Quick Connect Couplings)
12" Suction Hose (per 100 feet)

Quantity: 1 UOM: Per Set (Monthly Rate) Price: $2,637.32 Total: $2,637.32

Supplier Notes: Monthly rate is based on a 28-day period. Environmental Recovery Fee shall apply to all rental charges invoiced.

2.12 Hoses (Includes Quick Connect Couplings)
12" Discharge Hose (per 100 feet)

Quantity: 1 UOM: Per Set (Monthly Rate) Price: $2,637.32 Total: $2,637.32

Supplier Notes: Monthly rate is based on a 28-day period. Environmental Recovery Fee shall apply to all rental charges invoiced.

2.13 Valves (Sewage Grade, Rental Ready)

6" Check Valve.

Quantity: 1 UOM: Per Unit (Monthly Rate) Price: $206.74 Total: $206.74

Supplier Notes: Monthly rate is based on a 28-day period. Environmental Recovery Fee shall apply to all rental charges invoiced.

2.14 Valves (Sewage Grade, Rental Ready)

8" Check Valve.

Quantity: 1 UOM: Per Unit (Monthly Rate) Price: $210.78 Total: $210.78

Supplier Notes: Monthly rate is based on a 28-day period. Environmental Recovery Fee shall apply to all rental charges invoiced.

2.15 Valves (Sewage Grade, Rental Ready)

10" Check Valve.

Quantity: 1 UOM: Per Unit (Monthly Rate) Price: $231.11 Total: $231.11

Supplier Notes: Monthly rate is based on a 28-day period. Environmental Recovery Fee shall apply to all rental charges invoiced.

2.16 Valves (Sewage Grade, Rental Ready)

12" Check Valve.

Quantity: 1 UOM: Per Unit (Monthly Rate) Price: $387.23 Total: $387.23

Supplier Notes: Monthly rate is based on a 28-day period. Environmental Recovery Fee shall apply to all rental charges invoiced.

2.17 Valves (Sewage Grade, Rental Ready)

6" Plug Valve.

Quantity: 1 UOM: Per Unit (Monthly Rate) Price: $186.13 Total: $186.13

Supplier Notes: Monthly rate is based on a 28-day period. Environmental Recovery Fee shall apply to all rental charges invoiced.

2.18 Valves (Sewage Grade, Rental Ready)

8" Plug Valve.

Quantity: 1 UOM: Per Unit (Monthly Rate) Price: $219.49 Total: $219.49

Supplier Notes: Monthly rate is based on a 28-day period. Environmental Recovery Fee shall apply to all rental charges invoiced.

2.19 Valves (Sewage Grade, Rental Ready)

10" Plug Valve.

Quantity: 1 UOM: Per Unit (Monthly Rate) Price: $248.22 Total: $248.22

Supplier Notes: Monthly rate is based on a 28-day period. Environmental Recovery Fee shall apply to all rental charges invoiced.

2.20 Valves (Sewage Grade, Rental Ready)

12" Plug Valve.

Quantity: 1 UOM: Per Unit (Monthly Rate) Price: $369.08 Total: $369.08

Supplier Notes: Monthly rate is based on a 28-day period. Environmental Recovery Fee shall apply to all rental charges invoiced.

2.21 Fittings (Cam-Lock, Flanged, or Gasketed)
6" Elbows / Tees / Reducers / Adapters

Quantity: 1 UOM: Per Unit (Monthly Rate) Price: $47.40 Total: $47.40

Supplier Notes: Monthly rate is based on a 28-day period. Environmental Recovery Fee shall apply to all rental charges invoiced.

2.22 Fittings (Cam-Lock, Flanged, or Gasketed)
8" Elbows / Tees / Reducers / Adapters

Quantity: 1 UOM: Per Unit (Monthly Rate) Price: $73.74 Total: $73.74

Supplier Notes: Monthly rate is based on a 28-day period. Environmental Recovery Fee shall apply to all rental charges invoiced.

2.23 Fittings (Cam-Lock, Flanged, or Gasketed)
10" Elbows / Tees / Reducers / Adapters

Quantity: 1 UOM: Per Unit (Monthly Rate) Price: $95.76 Total: $95.76

Supplier Notes: Monthly rate is based on a 28-day period. Environmental Recovery Fee shall apply to all rental charges invoiced.

2.24 Fittings (Cam-Lock, Flanged, or Gasketed)
12" Elbows / Tees / Reducers / Adapters

Quantity: 1 UOM: Per Unit (Monthly Rate) Price: $119.70 Total: $119.70

Supplier Notes: Monthly rate is based on a 28-day period. Environmental Recovery Fee shall apply to all rental charges invoiced.

3 Package Header

Section III: Additional Services.

Quantity: 1 UOM: PKG Total: $10,313.25

Package Items

3.1 On-Site Pump Operator (if requested).

Quantity: 1 UOM: Hourly Labor Rate Price: $121.25 Total: $121.25

Supplier Notes: Rate does NOT include drive time to and from site, hotels or per diems.

3.2 Emergency Delivery and Setup (<4 hours).

Quantity: 1 UOM: Per Event Price: $5,096.00 Total: $5,096.00

Supplier Notes: Rate used is based on 10"-12" package being delivered. This is based on the rental of a one (1)-pump package. Additional pumps will be billed accordingly. This rate does NOT include fuel surcharge.

3.3 By-Pass Removal and Clean Up.

Quantity: 1 UOM: Per Event Price: $5,096.00 Total: $5,096.00

Supplier Notes: Rate used is based on 10"-12" package being demobilized. This is based on the rental of a one (1)-pump package. Additional pumps will be billed accordingly. This rate does NOT include fuel surcharge.

Response Total: $47,741.23

Zoho Sign Document ID: 28891EE7-CR_UDD8GIZD8FASWDJVESU5XX2SM0MDWFB3UDRCI-IG

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Western Oilfields Supply Company dba Rain for Rent

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

"N/A"

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Jason Goldberg

Signature of vendor doing business with the governmental entity

Jason Goldberg, Chief Financial Officer

August 5, 2025

Date

Zoho Sign Document ID: 28891EE7-CR_UDD8GIZD8FASWDJVESU5XX2SM0MDWFB3UDRCI-IG

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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CONFLICT OF INTEREST QUESTIONNAIRE

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Western Oilfields Supply Company dba Rain for Rent

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☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

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7 Jason Goldberg

Signature of vendor doing business with the governmental entity

Jason Goldberg, Chief Financial Officer

August 5, 2025

Date

Zoho Sign Document ID: 28891EE7-CR_UDD8GIZD8[illegible]SWDJVESU5XX2SM0MDWFB3UDRCI-IG

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

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(ii) the local governmental entity is considering entering into a contract with the vendor;

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Local Government Code § 176.006(a) and (a-1)

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(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

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(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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Liquid Ingenuity

Rain for Rent Proposal Summary

Emergency Diesel Bypass Pump Rentals

FY25-071

Zoho Sign Document ID: 28891EE7-CR_UDD8GIZD8[illegible]SWDJVESU5XX2SM0MDWFB3UDRCI-IG

3404 State Road
Bakersfield, CA 93308

August 5, 2025

City of Laredo – City Secretary
c/o Mario I. Maldonado, Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, TX 78040

Re: Formal Invitation for Bids – FY25-071 Emergency Disel Bypass Pump Rentals
Utilities Department

Dear Mr. Maldonado:

We appreciate the opportunity to participate in this *IFB* for an annual rental contract for emergency diesel-powered bypass pumps ranging from six (6)-inch to 12-inch in diameter and associated appurtenances. In addition to our responses under the "*Attributes*" tab and our pricing under the "*Line Items*" tab, our online submittal includes the following information/documents:

- City of Laredo *Conflict of Interest Questionnaire*, and *Non-Collusive Affidavit*.
- Rain for Rent *Proposal Summary with Exhibit A Clarifications* and supporting information.

As a leading provider of temporary liquid handling solutions including pumps, tanks, filtration, and spill containment, Rain for Rent projects range from sewer bypasses to construction site dewatering, flood relief, and industrial plant turnarounds.

Family owned and operated since 1934, and celebrating its 91st anniversary, Rain for Rent serves all 50 United States, Canada, and the United Kingdom from more than 60 locations. The company is known for its systems engineering expertise and its ability to tackle complex job costs effectively, providing an exceptionally high value. Key "solution benefits" that Rain for Rent can provide to the City of Lerdo's Utilities Department include:

- **Engineered Systems:** Rain for Rent's skilled sales representatives are backed by an in-house engineering team to design your system and ensure it works right the first time.

- **Safety:** Rain for Rent's vision is an environmentally safe and incident-free workplace commitment to safety that creates a safe work environment for our employees and customers, enabling us to maintain a current EMR of 0.58. We use a "*Core Four*" approach that includes *Training*, *Job Safety Analysis* (*JSA*), *Stop Work Authority* (*SWA*) and the proper *Person Protective Equipment* (*PPE*).

- **Availability and Quality:** Rain for Rent has one of the largest rental fleet of pumps, pipe, tanks, and filtration systems in the United States. Our products are the best in the industry because we know from experience what it takes to do a job well: quality design and manufacturing combined with intuitive features that make operation easier, safer, and more efficient.

Zoho Sign Document ID: 28891EE7-CR_UDD8GIZD8[illegible]SWDJVESU5XX2SM0MDWFB3UDRCI-IG

3404 State Road
Bakersfield, CA 93308

- **Installation and Service:** Our Operations Team will safely install and service our equipment on your job site to make sure it works day and night.

- **Cost Savings:** By relying on the Rain for Rent professionals to design and operate a system that works right the first time, you can focus on your core business. Our pumps are engineered to perform at the lowest cost per gallon pumped in the industry, putting dollars back in your pocket.

- **Emergency Response**: We are known for our emergency response and have helped in many natural disasters including major hurricanes dating back to *Katrina* (2005), *Sandy* (2012), *Matthew* (2016), *Maria* (2017), *Florence* (2018), *Laura* (2020) and most recently with *Helene* and *Milton* (2024). Rain for Rent's U.S. branches can typically respond to customers' emergency requests within an hour, depending on the severity of the emergency, environmental conditions, location, etc.

Should you have any questions or require additional information during review of our submittal, your point-of-contact is Industrial Sales Representative, Paul Sanchez, who can be reached at 361-881-1346 (O), 361-929-8220 (M), or via email at pjsanchez@rainforrent.com.

We appreciate your time and consideration of our submittal, and we look forward to further collaboration with you and your associates at the City of Laredo Utilities Department.

Sincerely,

Jason Goldberg

Jason Goldberg
Chief Operating Officer

JG:clh

Enc. Exhibit A – Clarifications

Zoho Sign Document ID: 28891EE7-CR_UDD8GIZD8FASWDJVESU5XX2SM0MDWFB3UDRCI-IG

3404 State Road
Bakersfield, CA 93308

Rain for Rent

Exhibit A – Clarifications to

City of Laredo

Formal Invitation for Bids – Emergency Disel Bypass Pump Rentals
Utilities Department

1. Bidder requests the *Master Rental and Sales Agreement* executed by the City of Laredo on September 19, 2005, be incorporated into the final award to delineate rental equipment terms and conditions.

2. In *Section 14(f)4* of the *Terms and Conditions* of *Invitations for Bids General Conditions*, Bidder requests the phrase "material change" be replaced with "reduction". This is a requirement per our Insurance Underwriter.

3. Rain for Rent equipment to be returned in the condition that it was received.

4. Rain for Rent defines "*One (1) Month = One (1) Cycle; One (1) Cycle = 28 Days*".

Zoho Sign Document ID: 28891EE7-CR_UDD8GIZD8F...SWDJVESU5XX2SM0MDWFB3UDRCI-IG

RAIN FOR RENT™
APPLICATION FOR CREDIT
MASTER RENTAL AGREEMENT
SALES AGREEMENT

Account No.

APPLICANT (IF INDIVIDUAL, LAST NAME, FIRST NAME, MIDDLE INITIAL): City of Laredo
TELEPHONE(S): 1. 956-791-7328 2.
Name or Style Under Which You Do Business (DBA):
FAX:
ADDRESS: 1110 Houston CITY: Laredo STATE: Tx ZIP: 78042
BILLING ADDRESS (IF DIFFERENT): P.O. Box 210 CITY: STATE: ZIP:

Year Established:	Federal Tax ID #:	Number of Employees:	Web Address:	E MAIL:
1755	74-6001573			

Primary SIC Code:	D & B Number:	Stock Symbol If Publicly Traded:

☐ INDIVIDUAL ☐ CORPORATION ☐ GENERAL PARTNERSHIP ☐ LIMITED PARTNERSHIP
☐ JOINT VENTURE ☐ LIMITED LIABILITY PARTNERSHIP ☐ LIMITED LIABILITY COMPANY ☒ MUNICIPALITY

NAME & ADDRESS OF PARENT CORPORATION: N/A

CORPORATE OFFICERS or PARTNERS (IF LIMITED PARTNERSHIP NAME OF GENERAL PARTNER) or MEMBERS or INDIVIDUALS (LIST SPOUSE)

NAME	ADDRESS	SOCIAL SECURITY OR TAX I. D. No.
1.		
2.		
3.		

CREDIT REFERENCES: (LARGEST SUPPLIERS OR VENDORS)

	ADDRESS	PHONE #	FAX #
1 Sames Motor Co.	P.O Box 879 Laredo, TX	956 721-4709	721-4337
2. Gonzalez Auto Parts	719 Salvidena Laredo, TX	724-8176	726-9760
3. Executive Word	3312 STA. MARIA Laredo, TX	722-6791	722-0690

FINANCIAL INFORMATION:

NAME	CITY	STATE	PHONE #	FAX#	ACCOUNT #
1. BANK: Wells FARGO Bank	Laredo	TX	956-726-8325		
LOAN OFFICER: Adalberto Nava, Senior Vice President					
2. LENDING INSTITUTION:					
LOAN OFFICER:					

PURCHASE INFORMATION:
P.O.'S REQUIRED ☒ YES ☐ NO ESTIMATED ANNUAL PURCHASES: $ TYPE OF BUSINESS:
SALES TAX INFORMATION: ☒ EXEMPT ☐ NON-EXEMPT RESALE CERTIFICATE/EXEMPTION #:
ADDITIONAL INFORMATION:

Customer's Statement: Read this statement before you sign it.

All information I have given in this application is true and correct. I have read this document in its entirety both front and back. By signing below this Application For Credit, Master Rental and Sales AGREEMENT, I agree to comply with and be bound by all terms and conditions contained herein. I understand that you will confirm the information and retain the application whether or not my application is approved. You are also authorized to receive information about my credit. You can answer questions and requests from others for credit and experience information about me and the applicant on existing accounts with you. I authorize my bank and other lending institutions to release to WESTERN OILFIELDS SUPPLY COMPANY dba RAIN FOR RENT™ financial information to support my application.

John Martinez, Senior Buyer 9-19-05
Customer/Authorized Signature & Title — Date

Customer/Authorized Signature & Title — Date

1. The terms and conditions of the rental and sale of any equipment ("Equipment") by Rain For Rent, Western Oilfields Supply Company, its subsidiaries and affiliates ("Renter") to the Applicant ("Rentee") are stated in the "AGREEMENT" which is this Master Rental and Sales AGREEMENT ("MRSA"), any Renter invoice to Rentee ("Invoice"), any delivery documents, and any documents from Renter regarding the use or handling of Equipment, or Renter's consent under § 3(a).
2. Rentee shall pay to Renter within 30 days ("Due Date") of the date of an Invoice all Equipment rental, sales and other charges (if any) stated therein ("Invoiced Charges") and interest at the rate of 1.5% per month (or if less, the highest rate permitted under law) ("Interest") on payments not received by the Due Date. Payments will be credited first against accrued Interest and then Invoiced Charges. Rentee agrees that all funds sent Anyone or received by Renter to the extent those funds result from the taken material or Rental supplied by Renter shall be held in trust for benefit of Renter ("Trust Funds"). Rentee agrees it has no interest in Trust Funds Held by anyone and to promptly account for and pay to Renter all Trust Funds.

Rev. 08/11/03

Zoho Sign Document ID: 28891EE7-CR_UDD8GIZD8FASWDJVESU5XX2SM0MDWFB3UDRCI-IG

3. (a) RENTEE SHALL NOT PERMIT THE PRESENCE OF ANY HAZARDOUS WASTE IN EQUIPMENT PRIOR TO RECEIVING RENTOR'S WRITTEN CONSENT. (b) RENTEE SHALL NOT PERMIT ANY UNIT TO BE USED FOR THE STORAGE, SHIPMENT OR CARRIAGE OF ACUTE HAZARDOUS WASTE WITHOUT RENTOR'S PRIOR WRITTEN CONSENT. FURTHERMORE, UNDER NO CIRCUMSTANCES SHALL RENTEE PERMIT ANY UNIT TO BE USED FOR THE STORAGE, SHIPMENT OR CARRIAGE OF ULTRA HAZARDOUS WASTE. (c) RENTEE IS PROHIBITED FROM PLACING IN THE EQUIPMENT ANY MATERIAL THAT CAUSES OR IS SUSPECTED TO CAUSE CORROSION, INCLUDING, BUT NOT LIMITED TO, COPPER-BASED FUNGICIDE, CHAMP FLOABLE, KOCIDE 101, KOCIDE 606, COPPER-COUNT-N, AND ADIOMIL-COPPER FUNGICIDE. (d) Rentee shall advise Rentor of the exact location and condition of the Equipment when requested by Rentor. Rentee agrees that Rentor may inspect any Equipment at any time and at any place where Equipment is located. Each Unit will be delivered to Rentee at the location set forth in the relevant Delivery Document and Rentee's execution of a Delivery Document shall be conclusive evidence that the relevant Unit has been delivered to Rentee. At the option and cost of Rentee, Rentor may (but shall not be obliged to) provide (a) delivery and return freight services and/or (b) installation services. Any such services shall be carried out during the Term of the rental. (e) Rentee acknowledges that Units may have contained Hazardous Waste in the past. Rentee may, at its sole option and expense, test a Unit prior to taking delivery of it from Rentor. In the event that Hazardous Waste is detected in a Unit prior to Rentee taking delivery thereof, Rentee shall have the option to terminate the renting of such Unit. IN THE EVENT THAT RENTEE ELECTS NOT TO (i) TERMINATE THE RENTING OF ANY SUCH UNIT OR (ii) TEST ANY UNIT, RENTEE SHALL THEREBY WAIVE ANY RIGHT TO OBJECT TO THE PRESENCE OF HAZARDOUS WASTE IN SUCH UNIT OR MAKE ANY CLAIM AGAINST RENTOR IN RESPECT THEREOF.

4. Rentee shall (i) use all Equipment only as permitted under the AGREEMENT and in a careful and proper manner ("Permitted Uses"); and (ii) at Rentee's sole cost and expense, maintain all Equipment in good repair and working order ("Maintenance/Repair"), including but not limited to safety features, any meter which measures hours of Equipment use ("Equipment Use Meter"), belts, and replacing lubricants, oil and filters every 300 hours. Rentee shall not allow any Equipment to come into contact with any substance(s) which may damage it. Rentee shall not modify or make any attachments to, any Equipment. Rentor may provide Maintenance/Repair of Equipment and add Rentor's then current retail charges for such Maintenance/Repair to Rentee's invoice. Rentee shall be responsible for any damage to any Equipment, Rentor, Rentee or another, which is related to modification or removal of any Equipment safety feature (including, but not limited to, guards, throats, railings, oil pressure, water temperature, pump discharge temperature). During any day an Equipment Use Meter is not operating, the Equipment rental charge shall be for 24 hours of use. Rentee shall be responsible for environmental fees covering waste fluid, fuel, filter and other disposal costs. The environmental fee is not a government mandated charge

5. (a) Rentee shall be liable for as damage to, or loss of, any Equipment regardless of cause or insurance coverage. Damage to or loss of any Equipment ("Loss") shall not relieve Rentee from its obligations. In the event of a Loss of any Equipment, Rentee shall promptly notify Rentor of the Loss (and in any event within 48 hours after Rentee's knowledge of such occurrence), and shall promptly pay to Rentor the: (i) fair market value, as determined by Rentor, (ii) the rental charges up to the date Rentee pays Rentor for the Loss, and (iii) all other amounts owed under the AGREEMENT. (b) Rentee shall be responsible for proper disposal of Loss Equipment only after payment in full and notification of Rentee by Rentor to dispose of the Equipment.

6. (a) Rentee shall carry at its own expense (i) general liability insurance and business automobile liability insurance, including an MCS-90 endorsement of not less than $2,000,000 per occurrence, covering damage or loss for personal injury, death or property damage occurring upon premises occupied by Rentee, or in connection with services rendered by Rentee, or Rentee's ownership, rental, operation, maintenance or operation of any equipment or vehicle of any kind, (ii) "all risk" property insurance covering the Equipment in an amount not less than its fair market value, and (iii) sudden and accidental pollution coverage (if commercially available). (b) All such insurance shall be in a form reasonably acceptable to Rentor, (i) name Rentor as an additional insured, loss payee, or both, as appropriate, (ii) require the insurance carrier to provide Rentor at least 30 days advance written notice of cancellation, expiration or material modification of such insurance and (iii) be primary and without contribution from Rentor or its insurance carrier(s). The liability policy shall contain a cross-liability provision. Rentee shall provide written evidence of the insurance required hereunder if requested by Rentor.

7. Rentee shall keep all Equipment free of any mortgage, pledge, encumbrance, charge, security interest, lien, or other claim against, created or suffered by, Rentee. Rentee shall not assign the AGREEMENT, and shall not sublet, sublease or otherwise permit any person (other than Rentor) to use or possess any Equipment.

8. (a) Rentee shall return all Equipment (i) to location(s) specified by Rentor (and, safely stack any irrigation pipe), (ii) in the same condition as when it was delivered to Rentee, and in good and efficient operating condition, (iii) free from all of the Rentee's signs or markings, and (iv) in clean condition, and free of measurable amounts of hazardous waste and/or environmental contaminants ("Contaminants"). (b) Rentor may have Equipment tested for Contaminants, and if such tests confirm the presence of Contaminants, all such testing and the elimination of Contaminants from such returned Equipment shall be at Rentee's expense. All filtration media including, without limitation to carbon, sand, cartridges, bags, pulsating packs are the property of the Rentee and must be removed from the rental Equipment prior to the return to Rentor.

9. ALL EQUIPMENT IS RENTED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY (i) THAT IT IS FIT FOR ANY PARTICULAR PURPOSE; (ii) OF THE ABSENCE OF ANY BASIS FOR CLAIMS OF PATENT OR COPYRIGHT INFRINGEMENT; (iii) TO ITS QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY OR PERFORMANCE, OR ITS MATERIAL OR WORKMANSHIP, AND ALL SUCH RISKS ARE TO BE BORNE BY RENTEE AT ITS SOLE COST AND EXPENSE, AND RENTEE WAIVES ALL RIGHTS AND REMEDIES IT MAY HAVE UNDER THE UNIFORM COMMERCIAL CODE DEEMED APPLICABLE TO THE AGREEMENT. RENTOR SHALL NOT BE RESPONSIBLE FOR DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING OUT OF RENTEE'S RENTAL OR USE OF THE EQUIPMENT.

10. (a) Rentee shall indemnify the Rentor Group from any Losses related to Claims. For purposes of the preceding sentence, capitalized terms in bold print shall be defined as follows: (i) Indemnify - hold harmless, indemnify and defend; (ii) Rentor Group includes Rentor, its successors, assigns, parents, subsidiaries and affiliates, and their respective shareholders, representatives, directors, officers, employees and agents; (iii) Losses - all losses, attorneys fees, other fees, costs, expenses, claims, liabilities, damages, penalties and fines; (iv) Claims - all lawsuits, judgments, administrative rulings or decisions, claims, arbitration awards, relating to or arising out of or in connection with (A) Rentee's failure to comply with §5 (b), any Default (as defined in §11), (C) the title, possession, renting, leasing, subleasing, operation, transportation, maintenance, condition, repair, replacement, return and/or storage of any Equipment, (D) any pollution, contamination, environmental impairment and/or similar condition directly or indirectly caused by or resulting in whole or in part from Rentee's use of any Equipment or (E) any environmental statutory or regulatory compliance requirements applicable to any equipment (or any use thereof) and required under any and all foreign or domestic federal, state or local laws, treaties, ordinances, regulations, codes, rules, orders, guidelines, policies or requirements of any governmental authorities which regulate or impose standards of liability or conduct concerning air, water, soils, wetlands and watercourses, solid waste, hazardous waste and/or materials, worker and community right-to-know, noise, resource protection, health protection and similar environmental, health, safety, and land use concerns as may now or at any time hereafter be in effect. This indemnification shall survive the termination of the AGREEMENT. (b) All taxes, levies, fees or assessments against Rentee, Rentor or Equipment due to Rentee's use of any Equipment, or Rentee's payments to Rentor (except Rentor's income tax liability as to such payments) shall be at the Rentor's election paid by Rentee, or reimbursed to Rentor by Rentee.

11. Should the Rentee in any way fail to perform, observe or keep any provision of the AGREEMENT, Rentor may at its option do any one or more of the following: (a) terminate this AGREEMENT; (b) declare the entire rent immediately due and payable and commence legal action therefore; (c) repossess the Equipment, holding the Rentee liable for all rental and other charges; or (d) pursue any other remedies available by law. Failure to perform includes but is not limited to filing under any bankruptcy, reorganization, receivership, insolvency, moratorium or other laws relating to the relief of debtors, readjustment of indebtedness, financial reorganization, arrangements with creditors, compositions or extensions of indebtedness or insolvency of Rentee.

12. CRIMINAL WARNING: the use of false identification or information to obtain Equipment or failure to return the Equipment by the Due Date may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.

13. Notices shall be deemed given when sent by internet email or telecopy (with reasonable confirmation of receipt), or by reputable overnight delivery courier to Rentor or Rentee at its address stated on page one of this MRSA, or such other address from time to time designated in writing by the party to which notice is to be given.

14. (a) California law shall govern the AGREEMENT notwithstanding any choice of law rule to the contrary. Venue for any legal disputes between parties is Kern County, California or where rentals/services were performed at the sole discretion of Rentor. The AGREEMENT shall be enforced as if any provision, which has been finally determined by a court of competent jurisdiction to be invalid under any applicable laws or regulations, was omitted. (b) Rentee shall execute and deliver such instruments and assurances as Rentor requests to confirm or perfect the AGREEMENT or Rentor's rights under the AGREEMENT. Rentee shall provide information needed by Rentor to accurately prepare and file all tax returns and reports concerning the Equipment. (c) Any failure of Rentor to require strict performance by Rentee of any provision(s) of the AGREEMENT shall not waive or diminish Rentor's right thereafter to demand strict compliance therewith or with any other provision. Any waiver by Rentor of a default by Rentee shall not constitute a waiver of any other default by Rentee. (d) The AGREEMENT (i) represents the entire AGREEMENT and understanding of the parties with respect to the subject matter of the AGREEMENT, and (ii) the MRSA may be executed in any number of counterparts, which shall together constitute one contract. No provision of the AGREEMENT shall be waived, modified, altered, or amended, except in writing signed by the party to be charged. (e) Rentee shall have no right or option to buy any Equipment except as otherwise stated in an invoice. Rentee shall acquire no ownership interest or equity in any Equipment due to payment of rent to Rentor. All Equipment shall remain personal property and shall not become a real property nature. A defaulting party shall pay all damages, costs and expenses including, without limitation, attorney and accounting fees, reasonably incurred by the other party by reason of such default, with or without litigation.

15. Should either party default in any of the covenants or AGREEMENTS under the AGREEMENT, the defaulting party shall pay all damages, costs and expenses including, without limitation, attorney and accounting fees incurred by the other party by reason of such default, with or without litigation.

16. Additional Terms and Conditions for Sales: (a) Terms and Conditions. The above terms and conditions, as applicable, are hereby incorporated into any Sales transactions. (b) Delay. Seller shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond seller's control, including without limitation, strikes, lockouts, fires, embargoes, war or other outbreak of hostilities, acts of God, inability to obtain shipping space, machinery breakdowns, delays of carriers or suppliers, and domestic or foreign or governmental acts or regulations. (c) Waiver. All claims shall be deemed waived unless made in writing, delivered to seller within 10 days after receipt of goods by buyer. (d) Inspection. Buyer shall afford seller prompt and reasonable opportunity to inspect goods as to which any claim is made as above stated. Seller reserves the right, in its sole discretion, to repair or replace any claimed defect in the goods. (e) Cancellation of Merchandise. Cancellation of standard items may be honored only if the request is received prior to shipment. Custom made or special items may not be cancelled unless cancellation precedes the in-process manufacture of the item. (f) Manufacturer Warranties. Buyer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Seller does not warranty the merchandise sold beyond the terms of such warranty offered by the manufacturer, if any. Neither Rain For Rent nor the manufacturer warranties (1) the product if it has failed due to carelessness, misuse or damage; (2) the product has been altered, repaired or modified in any way that would adversely affect its operation; or (3) the product was installed or operated other than in accordance with manufacturer's operating instructions.

17. In this AGREEMENT, the following terms shall have the respective meanings given to them: (a) "Acute Hazardous Waste" means any and all hazardous waste, materials and substances (including, without limitation, polychlorinated biphenyl contaminants (PCBs), pentachlorophenols and normally occurring radioactive materials (norm)) but excluding Ultra Hazardous Waste; (b) "Ultra Hazardous Waste" means any (i) radioactive, corrosive, explosive or biological waste and materials (but excluding normally occurring radioactive materials (norm)) and/or (ii) hazardous, toxic or dangerous waste, material or other substance, whether solid, liquid or gas, as defined in the Resource Conservation and Recovery Act of 1976 (as amended from time to time) and any successor legislation thereto or regulations promulgated pursuant thereto.

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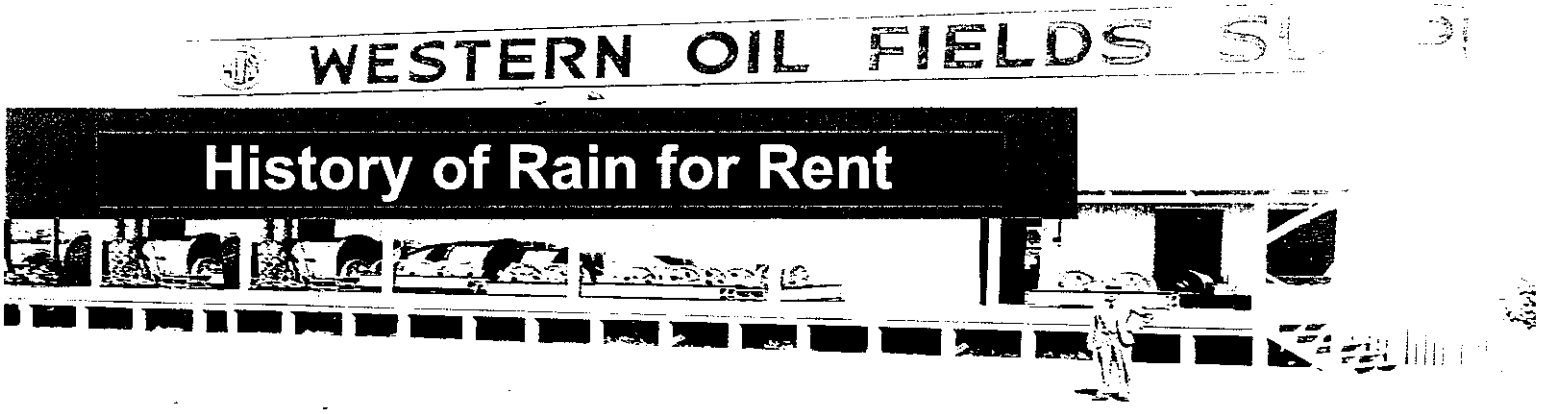


History of Rain for Rent

Our Heritage

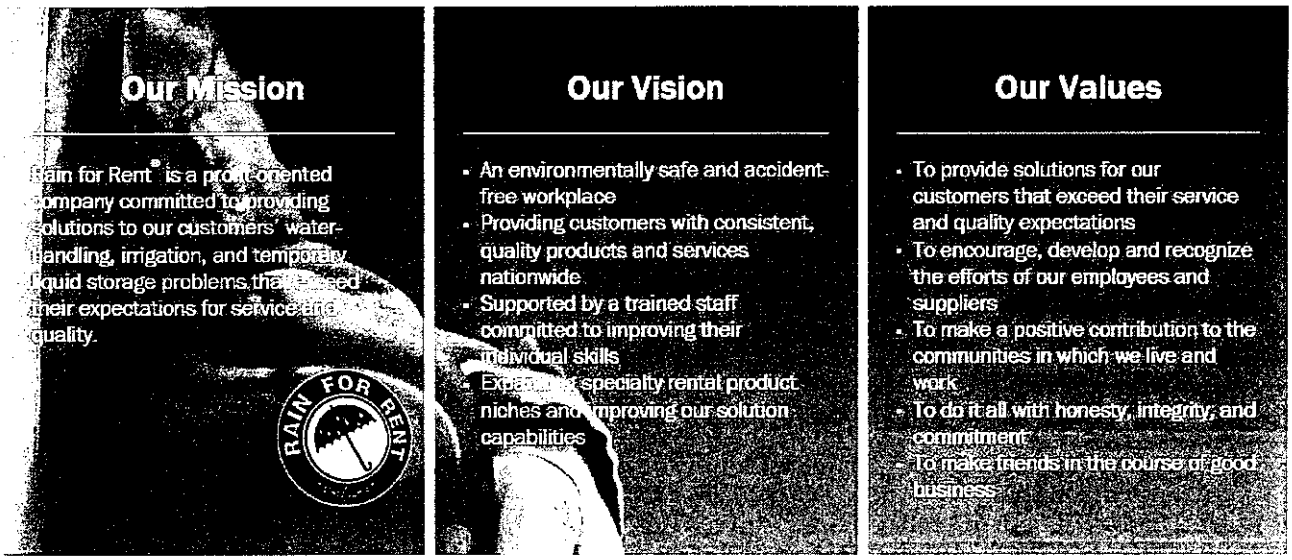
Founded in 1934 by Charles Lake, Rain for Rent® has transitioned from a one-office, three-man oilfield supplies business to a national company with dedicated employees providing full service liquid-handling solutions. Still governed by the founding principles of hard work, honesty, integrity, commitment and good stewardship, the company is now in the capable hands of the third and fourth generations of the Lake family.

Products and Services

Rain for Rent is a leading provider of temporary liquid handling solutions including pumps, tanks, filtration and spill containment and is known for systems engineering expertise and the ability

to tackle everything from a simple drag and drop pump to designing and engineering complex jobs cost effectively. From pumps, tanks, containments, filtration to pipe and hoses, the company provides everything needed to keep projects on track.

Projects range from jobsite dewatering, sewer bypasses, filtration systems, groundwater management and industrial plant turnarounds. No other liquid handling company has Rain for Rent's breadth of experience, engineering capabilities, or commitment to safety and the environment. Rain for Rent takes the worry off your shoulders so you can focus on your business and not on your liquid management problems.



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Rain for Rent Timeline

1930's

1934: WOSCO founded to provide oilfield supplies including pipe, fittings, rags, nails, hatchets, used boilers and crown blocks.

Started offering rentals of temporary water, gas and production pipelines and piston pumps for oilfield drilling operations.

1940's

Steel replaced wood derricks, and many oilfield supply products became obsolete.

Sold and rented as pipe reclaimed boiler tubes from scrapped railroad steam engines.

Manufactured and rented 8'-9' diameter tanks.

1948: Rain for Rent® brand launched as the nation's first irrigation equipment rental company.

1950's

Expanded into the sprinkler irrigation business.

Foundry was built to manufacture aluminum couplers and fittings.

Manufactured 12" to 48" steel pipe for water well contractors

1960's

New locations opened throughout California, Idaho and New Mexico.

Acquired an aluminum pipe mill and began manufacturing mainline and gated pipe.

1970's

Acquired West Side Pump.

Open the first Irrigation Store™ and added drip tape and micro sprinklers.

Won our first international job in the Middle East (Iran).

1980's

Acquired Crown American Irrigation, Water Flow Products and ASC Tubing.

Formed Lake Leasing Company as an alternative to sales and rentals.

1990's

Acquired Land and Marine Tank Rental, and Frac Tanks, Inc.

Started nationwide expansion and expanded our services to industrial markets.

Power Prime™ Pumps created to develop and build portable automatic priming pumps.

Added specialty rental products like Spillguards, filtration and instrumentation.

Acquired Hinson Pumps.

2000's

FreezeSentry™ product line of blankets and glycol heaters launched.

Developed the DV600, the largest portable centrifugal pump available for rental.

Provided pumping expertise to numerous flooding events such as the Omaha Flood and Hurricanes Katrina, Sandy, Matthew, Harvey, and Florence.

2010's

Launched WORKSAFE® line of patented safety products.

Created hydraulic projects smartphone apps for engineers and project managers to use in the field.

Expanded locations into the UK and Europe, creating Rain for Rent International.

2020's

Rain for Rent expands its IoT to include partnership with Cornell Pump Company in the launch of the Co-Pilot™ Pump Controller; the Tank Level Gauge IoT and Signal Fire Ranger Monitoring System.

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Rain for Rent – Corpus Christi, Texas Branch

1034 Southern Minerals Road

Corpus Christi, Texas 78409

361-881-1346

Rain for Rent's Corpus Christi, Texas branch was established in 2005 and has a 32-member team led by Branch Manager, Bubba Fitch. The branch can also be supported by other Rain for Rent branches within Texas, the Gulf Region, and nationally to provide equipment and solutions services to its customers.

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Branch 1069 – Corpus Christi, TX

Liquid Ingenuity

ADDRESS:
1034 Southern Minerals Road
Corpus Christi, TX 78409
P: (361) 881-1346
F: (361) 904-0865

PRIMARY CONTACTS:

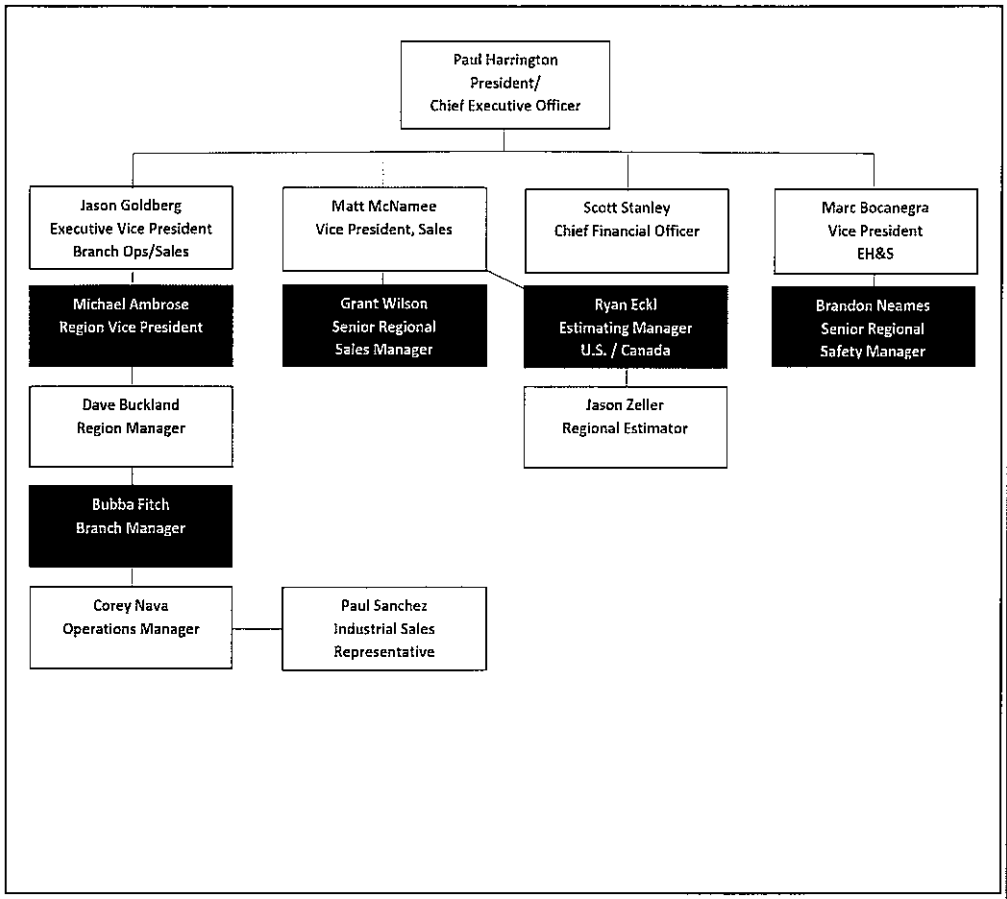
Bubba Fitch, Branch Manager
O: (361) 881-1346
C: (361) 336-5559
E: bfitch@rainforrent.com

Corey Nava, Operations Manager
O: (361) 881-1346
C: (361) 236-9455
E: cnava@rainforrent.com

Paul Sanchez, Senior Sales Rep
O: (361) 881-1346
C: (361) 929-8220
E: pjsanchez@rainforrent.com

Brandon Neames
Senior Regional EHS Manager
C: (225) 205-0512
E: bneames@rainforrent.com

Jason Zeller, Gulf Regional Estimator
O: (432) 203-1018
C: (713) 320-9318
E: jzeller@rainforrent.com



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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Western Oilfields Supply Company

2 Business name/disregarded entity name, if different from above.

Please see attached page 2

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

3404 State Road

6 City, state, and ZIP code

Bakersfield,CA 93308

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	5	–	1	3	6	2	7	5	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Scott Stanley | **Date** 1/2/2025

Scott Stanley, Chief Financial Officer

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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WESTERN OILFIELDS SUPPLY COMPANY
LIST OF DBA/TRADEMARKS
FEDERAL IDENTIFICATION NUMBER 95-1362750
WESTERN OILFIELDS SUPPLY COMPANY – A DELAWARE CORPORATION

Western Oilfields Supply Company
dba Rain for Rent
dba Lake Company
dba Lake Leasing Company
dba West Side Pump
dba Lake International
dba Power Prime Pumps
dba WOSCO Leasing
dba Frac Tanks Inc.
dba Spur Leasing
dba Hinson Pump Rental, Inc.

Zoho Sign Document ID: 28891EE7-CR_UDD8GIZD8F VDJVESU5XX2SM0MDWFB3UDRCI-IG

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/9/2025

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 CAC Specialty 320 Fillmore, Suite 200 Denver, CO 80206 www.cacgroup.com	CONTACT NAME: Elizabeth Orfila PHONE (A/C, No, Ext): 310-489-8305 FAX (A/C, No): E-MAIL ADDRESS: elizabeth.orfila@cacgroup.com
INSURED Western Oilfields Supply Co. DBA Rain for Rent 3404 State Road Bakersfield CA 93308	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : AIG Specialty Insurance Company — 26883 INSURER B : National Union Fire Ins Co Pittsburgh PA — 19445 INSURER C : AIU Insurance Company — 19399 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 83513999 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY			EG7172346	10/1/2024	10/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	✓ Contractual Liability						MED EXP (Any one person)	$ 25,000
	✓ XCU Hazards Included						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY ✓ PRO-JECT ✓ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	✓ OTHER: Contractor's Poll. Liab.						Pollution Each Loss	$ 1,000,000
B	AUTOMOBILE LIABILITY			CA7568925 (AOS)	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
B	✓ ANY AUTO			CA7568927 (MA)	10/1/2024	10/1/2025	BODILY INJURY (Per person)	$
	✓ OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	✓ HIRED AUTOS ONLY / ✓ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ___ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ___ CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC014111797 (AOS)	10/1/2024	10/1/2025	✓ PER STATUTE / OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A			WC6583223 (CA)	10/1/2024	10/1/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

SAMPLE

CERTIFICATE HOLDER	CANCELLATION
Sample Certificate Western Oilfields Supply Co. dba Rain For Rent	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 Elizabeth Orfila

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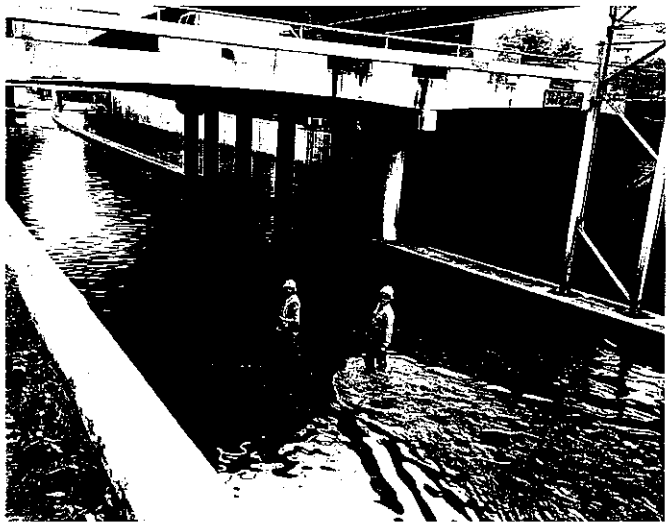
Zoho Sign Document ID: 28891EE7-CR_UDD8GIZD8F VDJVESU5XX2SM0MDWFB3UDRCI-IG

Dewatering Re-Opens Roadways After Flooding



PROJECT SCOPE
Pumping system re-opens interstate roads closed due to flooding

CLIENT
TXDOT

INDUSTRY SEGMENT
Municipal/Transportation

EQUIPMENT
- 1-DV200c SA
- 1-DV200c
- 1-DV150i
- 150' of 6" hose
- Hose bridges

BACKGROUND

In one night, severe weather in Texas brought more than 5-inches of rain and caused massive flooding along Interstate 35, a heavily trafficked corridor running through central downtown.

The Foreman from the Rain for Rent branch who was checking on an existing bypass system at the lift station, seeing that the interstate was flooded and closed, contacted the DOT lead about providing additional equipment to dewater the roads.

OUTCOME

Rain for Rent brought in equipment per the TXDOT request, installed the system, and within five hours the interstate was dewatered and ready to be reopened.

HIGHLIGHTS

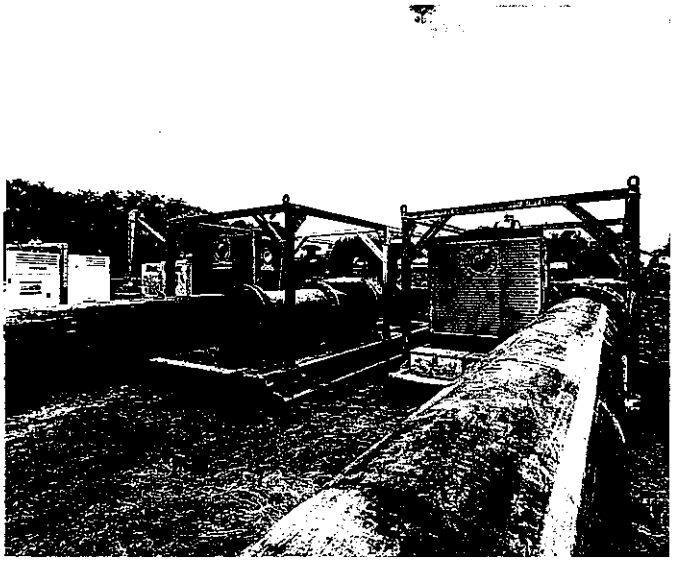
- The system was designed and the equipment was on site the day it was requested.
- The Interstate was dewatered quickly, safely, and successfully so that the roadway could be reopened after just five hours of the system running.

CUSTOMER FEEDBACK

The customer was very satisfied with Rain for Rent's responsiveness and service and said that they will work together again when a need arises.

Zoho Sign Document ID: 28891EE7-CR_UDD8GIZD8F VDJVESU5XX2SM0MDWFB3UDRCI-IG

Emergency Response - Dewatering & Bypassing Systems Relieve Flooding after Hurricane Ian



PROJECT SCOPE

Eight temporary pump stations required to dewater and bypass hurricane floodwater from lakes, ponds, and rivers with flows ranging from 10,000 to 40,000 GPM.

INDUSTRY SEGMENT

Emergency Response / Municipal / Environmental

EQUIPMENT

- 5 - 24-inch DV600 Pumps
- 5 - 18-inch DV400 Pumps
- 24" Pipe
- Instrumentation
- Safety Products

BACKGROUND

Osceola County, Florida - In September 2022, Hurricane Ian, the 5th-strongest hurricane to make landfall in recorded history for the contiguous US, hit Florida as a Category 4 storm. The impact of the Hurricane resulted in flooding that inundated many areas along the east coast, and specifically targeted Florida's Kissimmee and St. Cloud region where floodwater overfilled waterways and provoked the declaration of a state of emergency for Florida.

The impacted area around Orlando and Kissimmee, formerly swampland, has been developed into managed land over the past 150 years and requires constant dewatering through a system of lakes and ponds that drain into other lakes and ponds in a repetitive cycle via a canal system. Normally, the lakes would have automatically leveled out by releasing excess water into the canals which move and regulate flows with lock structures; however, these canals and locks were not designed to handle the massive amounts of impounded water from Hurricane Ian.

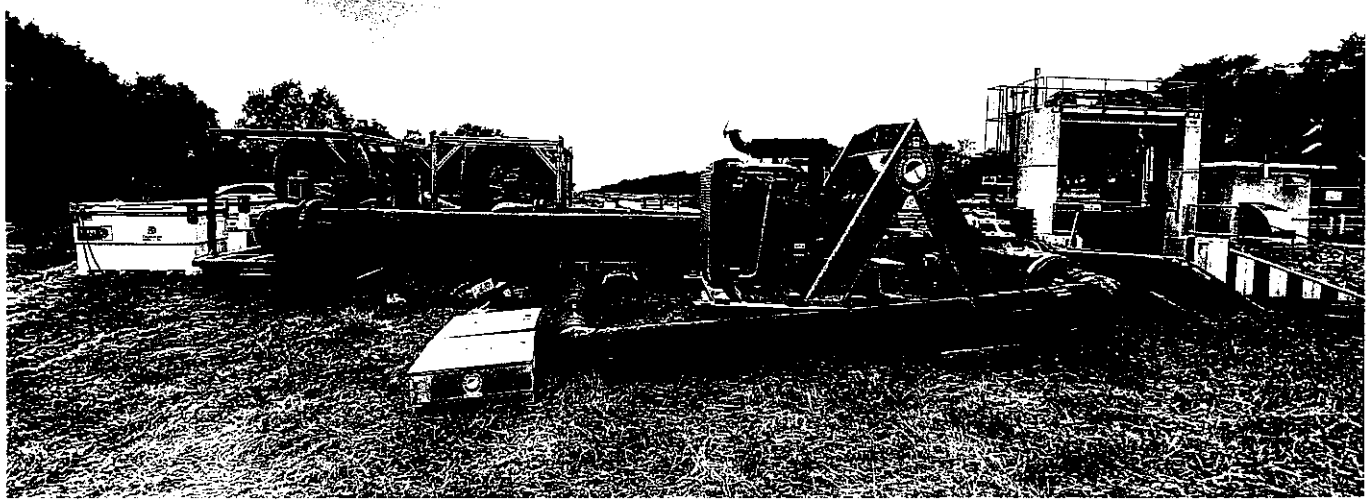
OUTCOME & HIGHLIGHTS

The General Contractor heading up emergency response efforts with the Navy (Naval Salvage), the US Army Corps of Engineers (USACE), and FEMA contacted Rain for Rent to assist with dewatering and bypassing efforts.

Without delay, Rain for Rent reviewed the project plans, performed site walks, determined initial equipment needs, and got straight to work fusing and installing bypass systems until Rain for Rent's Sewer Water A-Team (SWAT) could arrive on site to help further support the USCAE's plans.

Zoho Sign Document ID: 28891EE7-CR_UDD8GIZD8F VDJVESU5XX2SM0MDWFB3UDRCI-IG

Emergency Response - Dewatering & Bypassing Systems Relieve Flooding after Hurricane Ian

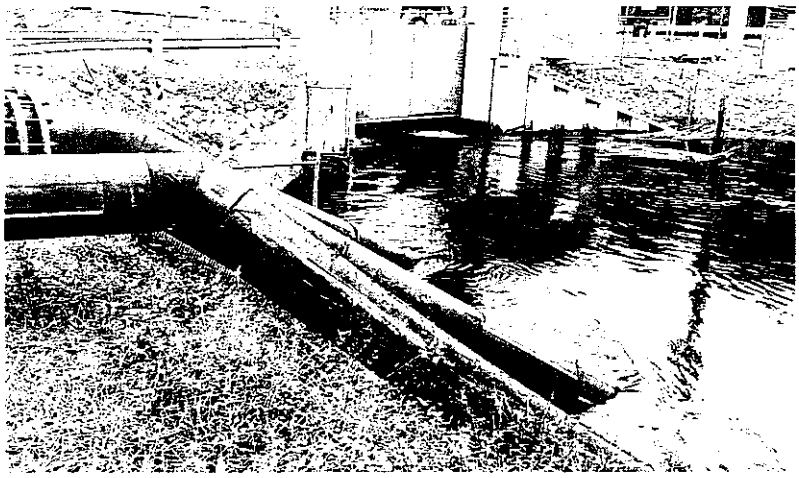


OUTCOME & HIGHLIGHTS CONT.

The SWAT team arrived in Florida alongside trucks from Rain for Rent locations across the country laden with the material requirements of this project. As supplies came in, they were quickly and safely commissioned, mobilized, and installed. Over a span of four weeks, eight temporary pumping stations were set up and moved from site to site at the customer's request, increasing the capacity of the canals, and bypassing floodwater around the locks.

Over one month into the project, the evolving systems, utilizing five 18-inch DV400 and five 24-inch DV600 pumps, powered the dewatering and bypassing systems with flows ranging from 10,000 to 40,000 GPM (relative to each location). Many of the systems required 24/7 pump watch and careful management to ensure water levels were kept within set limits.

The customers were very happy with Rain for Rent's service, equipment, and overall performance – all of which was made possible by unflinching multi-group teamwork.



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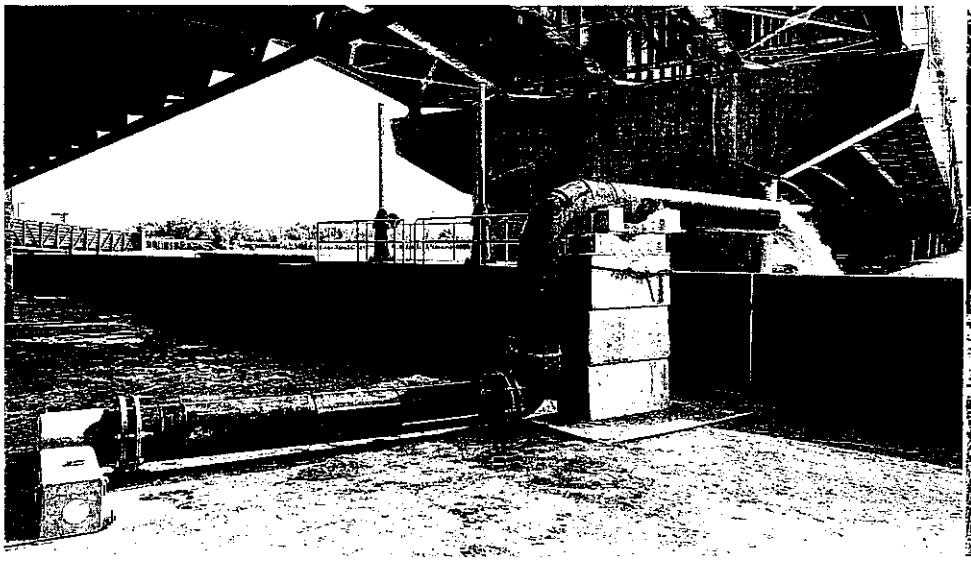
Amid Severe Storms, Pumps on Missouri River Levee Remove 65 MGD of Stormwater from City



PROJECT SCOPE

In preparation for extreme flood event, City of Omaha requires immediate deployment of six pump systems capable of removing stormwater from city.

INDUSTRY SEGMENT

Emergency Response / Municipal

EQUIPMENT

- 18" DV400C Pump
- On-Demand 500-gal. fuel cell
- 10' x 30' Spillguard
- 6 - 8" DV200C Pumps
- 6 - 8'x14' Spillguards
- 18" x 24' Road Crossing
- 12" x 12' Road Crossing

BACKGROUND

Omaha, NE – In early summer 2024, the Midwest experienced intense rainfall from severe storm conditions. With concerns for increasing water levels forecast to create the third largest flooding event in the Missouri River's recorded history, areas throughout the Missouri River basin were placed under flood-watch.

To address the impending challenge and manage the expected rain and flooding, the City of Omaha enlisted Rain for Rent to swiftly install six pumping systems at key locations along the river's levee. These systems would need to be capable of channeling the city's stormwater over the flood walls (closed due to dangerously high water levels), and discharging safely into the river.

OUTCOME & HIGHLIGHTS

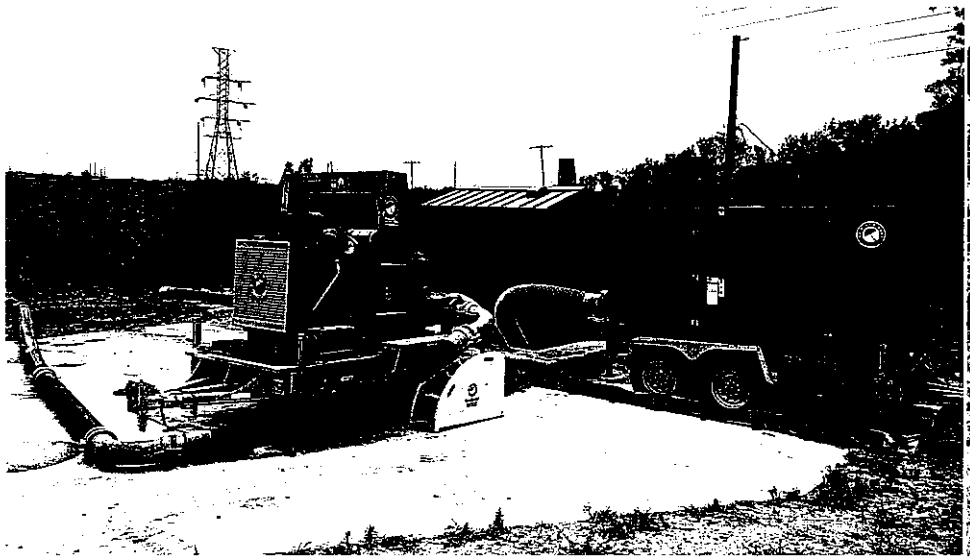
Rain for Rent's crews from Carter Lake, IA, the Midwest regional team (including the Pontoon Beach, IL; Joliet, IL; and Elk River, MN branches), and RFR's head office collaborated seamlessly to rapidly round up the necessary equipment for the job.

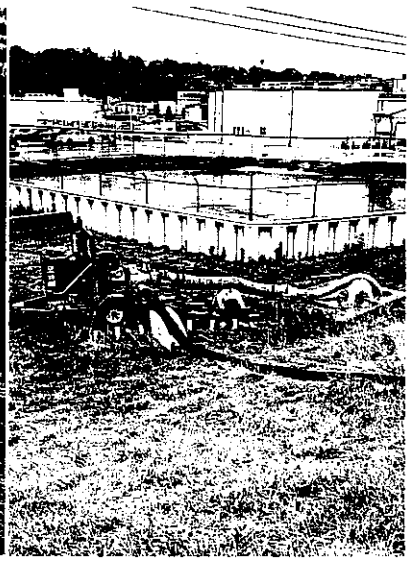
On a Friday, the Carter Lake team provided the city with a list of system design options. The next day, Saturday, the city confirmed their decisions and gave Rain for Rent the green light. By the end of the day on Sunday, all required pumps were staged in Carter Lake and ready to go thanks to the Pontoon Beach crew who worked through the weekend to help serve the City of Omaha.

On Monday, the Carter Lake team began system installation and quickly had all six pump systems operating along the levee. The project was installed and operated amid high visibility conditions with local news coverage and daily updates to the city's mayor.

Zoho Sign Document ID: 28891EE7-CR_UDD8GIZD8F[illegible]/DJVESU5XX2SM0MDWFB3UDRCI-IG

Amid Severe Rainfall, Pumps on Missouri River Levee Remove 65 MGD of Stormwater from City





EQUIPMENT CONT.

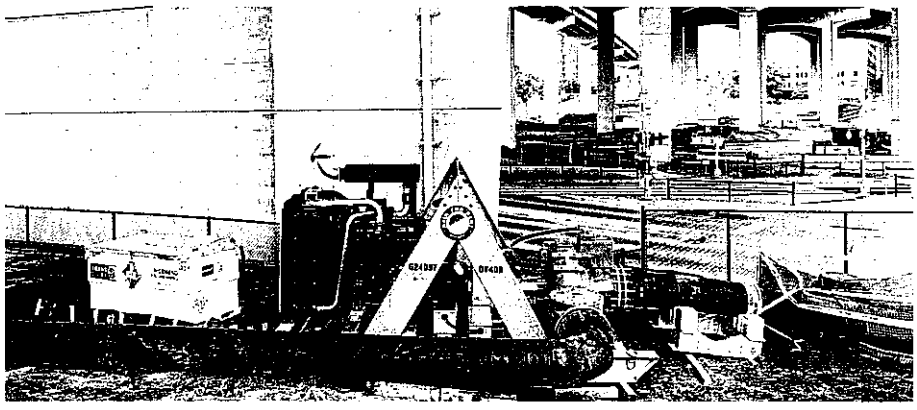
- 2 - 8" x 12' Road Crossings
- 6" x 12' Road Crossing
- Fusion Machine
- 250' -18" HDPE Pipe
- 1500' - 8" Discharge Hose
- Hose Savers
- Pipestax XL's

OUTCOME & HIGHLIGHTS CONT.

The pumping systems performed as designed, effectively removing stormwater from the city and preventing significant flood damage. Although flow rates varied due to turbulent rainstorm activity, the systems collectively pumped an average of approximately 45,000 GPM (65 MGD).

Despite the urgency and hazardous conditions - operating near floodwaters, extreme heat reaching 110°F, and frequent thunderstorms with tornadoes and hail - Rain for Rent managed the job safely and efficiently while prioritizing the safety of all personnel on site.

The customer was highly satisfied with Rain for Rent's prompt, comprehensive, and safe solution, and appreciated that the team went above and beyond expectations. As a result of this successful job, Rain for Rent has earned a "1st call" designation from the city.



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09.2024

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Prepare for Hurricane Season

Free site inspection - Prequalify emergency needs
In stock availability of pumps and accessories
Equipment reservations accepted

Equipment contingency plans

- Pumps with auto start/stop
- Spill containment
- Tanks
- Fuel cells
- Hose and fittings

Emergency response agreements available

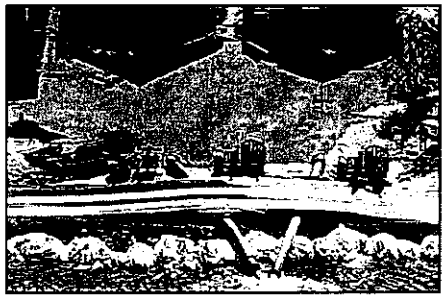
On standby for the first call in all emergencies.

Fleet mobilization

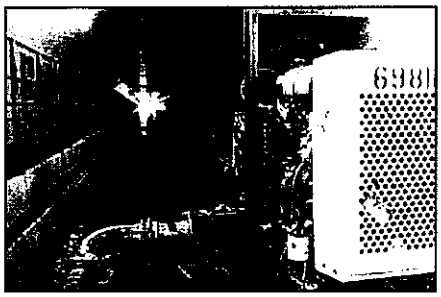
Our gulf region is stocked with 3", 4"and 6" pumps as well as extra-high volume 24" and 42" pumps for your localized flooding issues.

Safe and experienced staff

At Rain for Rent, we realize the equipment is only part of the solution. Our safe and experienced staff is ready to be deployed at a moment's notice.



Temporary pumps moved floodwaters through the repaired 17th Street Canal Levee in the aftermath of **Hurricane Katrina** in New Orleans.



Hurricane Sandy Relief Efforts
Rain for Rent mobilized more than 520 pumps and 100 personnel to the New York/New Jersey area. Pumps were deployed to traffic and subway tunnels, electric transformer vaults, refineries, and the World Trade Center construction.

Nationwide Locations
On call 24 hours a day, seven days a week

Rain for Rent doesn't just send sales people.
We send **problem solvers.**

PUMPS • TANKS • FILTRATION • PIPE • SPILLGUARDS

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rainforrent.com/hurricane
800 742 7246

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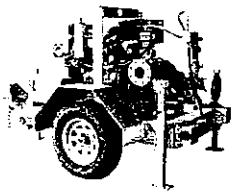
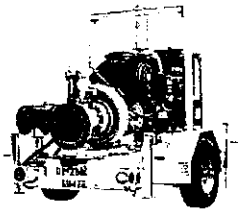
Emergency Services

On call 24 hours a day, seven days a week

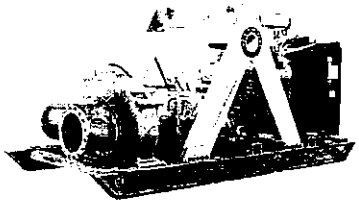
Pumps - Dry Vacuum Pumps 3" to 24", Flows to 28,000 GPM



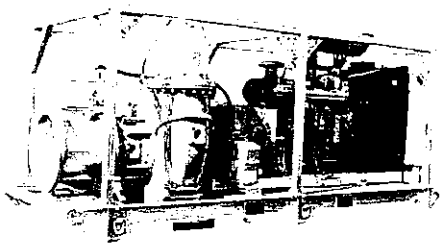
DV-100c
1,450 GPM



DV-200c
4,600 GPM

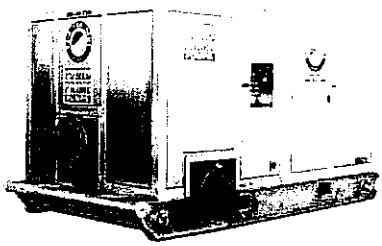


DV-400
16,000 GPM

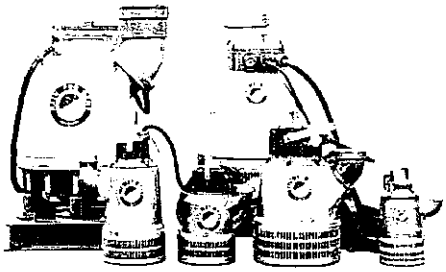


DV-600
28,000 GPM

Sound Attenuated & Submersible Pumps



SA-DV325c
8,500 GPM

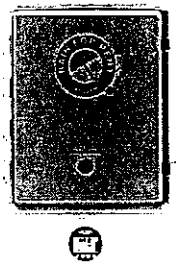


Submersible Pumps

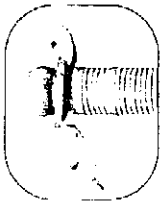
Instrumentation & Hoses

Alarm Agent

AnDRU Box

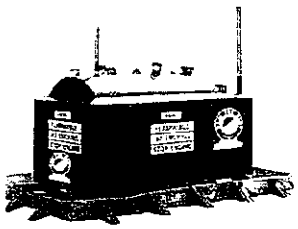


Radar Level Gauge

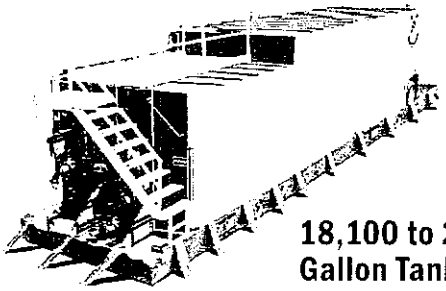


Bauer Hose & Fittings

Tanks & Spillguards



Nurse Tanks
520 Gallon



18,100 to 21,000 Gallon Tanks

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Saving you time and money

The People. The Products. The Solutions.

Rain for Rent is a leading provider of temporary liquid handling solutions including pumps, tanks, filtration and spill containment and is known for systems engineering expertise and the ability to tackle everything from a simple drag and drop pump to designing and engineering complex jobs cost effectively. From pumps, tanks, containments, filtration to pipe and hoses, the company provides everything needed to keep projects on track.

Projects range from jobsite dewatering, sewer bypasses, filtration systems, groundwater management and industrial plant turnarounds. No other liquid handling company has Rain for Rent's breadth of experience, engineering capabilities, or commitment to safety and the environment. Rain for Rent takes the worry off your shoulders so you can focus on your business and not on your liquid management problems.

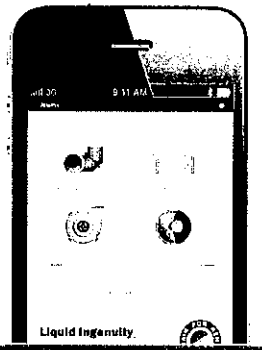
RiteFlo®

The mobile flow calculation tool engineers can count on

The free app includes a:

- Friction Loss Calculator
- TDH Calculator
- Pump Selector
- Gravity Flow Logger

Available on the App Store



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- Equipment catalog
- Project examples
- Store locator
- Full pump curves and spec
- Latest solutions
- Videos

Engineering Expertise

Rain for Rent's engineers design specific solutions for your clients' individual needs. Consistent, professional review of engineering data, flow requirements, friction loss, NPSH requirements and operating conditions ensure a safe and trouble-free system.

1015

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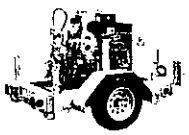
Pumps built to make your job easier.

DV Series – Dry Vacuum

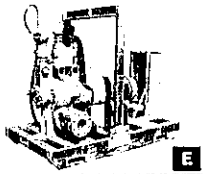
Features
- Continuous self-priming
- Runs dry unattended
- Solids handling capabilities
- Up to 24-hour run time

Suction lifts up to 28 feet
- Lifting bails
- Sound Attenuation
- Stainless Steel and CD4MU options

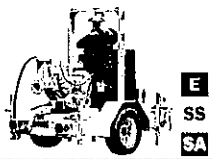
DV80c
Size 4" x 3" 102 x 76 mm
880 GPM 56 l/sec
125 FT HEAD 38 m



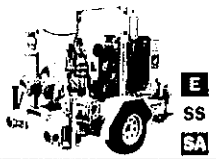
DV80m
Size 3" x 3" 76 x 76 mm
630 GPM 40 l/sec
94 FT HEAD 27 m



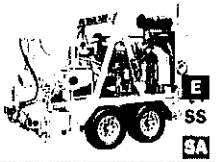
DV100
Size 4" x 4" 102 x 102 mm
700 GPM 44 l/sec
100 FT HEAD 30 m



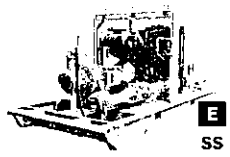
HH80c
Size 3" x 3" 76 x 76 mm
450 GPM 28 l/sec
360 FT HEAD 110 m



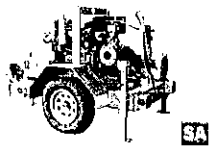
HH125c
Size 6" x 4" 152 x 102 mm
1,524 GPM 96 l/sec
355 FT HEAD 108 m



HH150
Size 8" x 6" 203 x 152 mm
2,300 GPM 145 l/sec
319 FT HEAD 97 m

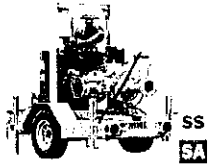


HH160i
Size 8" x 6" 203 x 152 mm
2,800 GPM 177 l/sec
460 FT HEAD 140 m



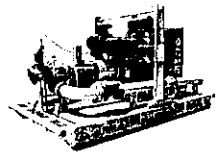
DV100c
Size 6" x 4" 152 x 102 mm
1,450 GPM 91 l/sec
165 FT HEAD 50 m

DV150
Size 6" x 6" 152 x 152 mm
2,200 GPM 138 l/sec
157 FT HEAD 48 m

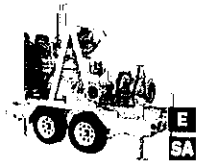


DV150c
Size 6" x 6" 152 x 152 mm
2,775 GPM 175 l/sec
150 FT HEAD 46 m

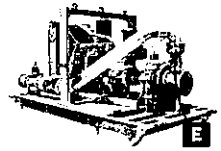
DV150i
Size 6" x 6" 152 x 152 mm
2,750 GPM 173 l/sec
195 FT HEAD 59 m



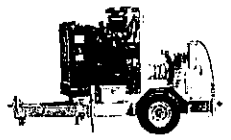
HH200i
Size 8" x 8" 203 x 203 mm
4,100 GPM 259 l/sec
370 FT HEAD 113 m



HH225c
Size 12" x 8" 305 x 203 mm
5,400 GPM 341 l/sec
405 FT HEAD 123 m



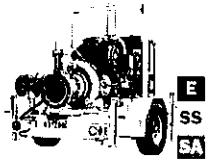
HH325c
Size 12" x 10" 305 x 254 mm
6,800 GPM 429 l/sec
415 FT HEAD 126 m



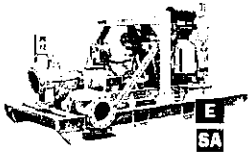
XH80c
Extra High Head
Size 3"x 4" 76 x 102 mm
700 GPM 44 l/sec
830 FT HEAD 253 m

DV150ci
Size 6" x 6" 152 x 152 mm
2,760 GPM 174 l/sec
200 FT HEAD 61 m

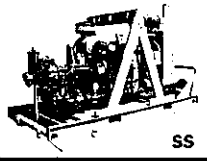
DV175c
Size 8" x 6" 203 x 152 mm
2,900 GPM 183 l/sec
295 FT HEAD 90 m



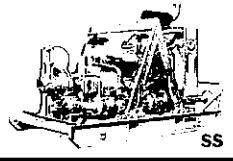
DV200c
Size 12" x 8" 305 x 203 mm
4,600 GPM 290 l/sec
260 FT HEAD 79 m



DV300i
Size 12" x 12" 305 x 305 mm
6,900 GPM 435 l/sec
197 FT HEAD 60 m



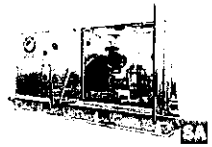
XH100
Extra High Head
Size 6"x 4" 152 x 102 mm
1,250 GPM 79 l/sec
605 FT HEAD 184 m



XH150
Extra High Head
Size 8"x 6" 203 x 152 mm
2,350 GPM 148 l/sec
605 FT HEAD 184 m

XH150c
Extra High Head
Size 8" x 6" 203 x 152 mm
3,250 GPM 204 l/sec
625 FT HEAD 190 m

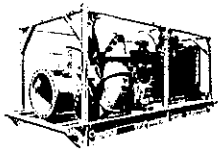
XHH125
Extreme High Head
Size 6" x 6" 152 x 152 mm
1,600 GPM 101 l/sec
950 FT HEAD 290 m



DV325c
Size 14" x 12" 356 x 305 mm
8,500 GPM 536 l/sec
220 FT HEAD 67 m

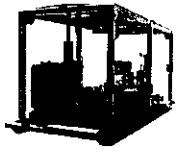
DV350c
Size 14" x 14" 356 x 356 mm
13,500 GPM 852 l/sec
180 FT HEAD 55 m

DV400c
Size 18" x 16" 457 x 406 mm
16,000 GPM 1,009 l/sec
200 FT HEAD 61 m



DV600c
Size 30" x 24" 762 x 610 mm
28,000 GPM 1,767 l/sec
96 FT HEAD 29 m

AODD Pumps
Aluminum, Polyethlene & Stainless Steel
2" - 4"



Plunger Pumps
Size 4" x 2" 102 x 51 mm
186 GPM MAX 12 l/sec
Up to 2,100 PSI

Wellpoint Pumps
Wellpoint Pump
Size 4" - 8" 102 x 203mm
975 GPM MAX 61 l/sec
Up to 400 FT HEAD 122 m

Submersible Pumps
Sewage and Dewatering Pumps
3" - 12"

SA Available in Sound Attenuated SS Available in Stainless Steel E Available in Electric

Zoho Sign Document ID: 28891EE7-CR_UDD8GIZD8FASWDJVESU5XX2SM0MDWFB3UDRCI-IG

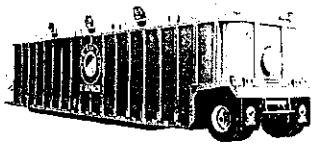
Your best solution for liquid storage

WORKSAFE® Steel Tanks

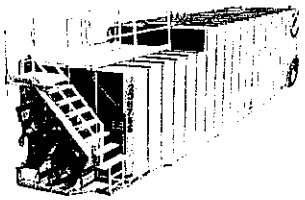
Steel tanks featuring
- Coated and uncoated interiors
- Full drain V bottoms
- Safety staircase

Options
- Vapor tight
- Steam coils
- Manifolds
- Mixers

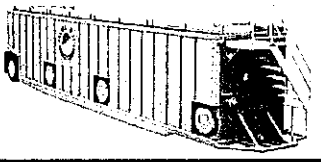
Monitoring Options
- Radar level gauge
- Mechanical level gauge
- Telemetry
- Data loggers
- Stainless steel overflow flags



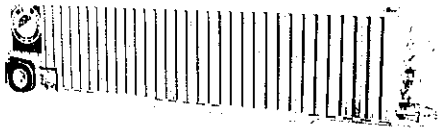
18,100-Gallon Mixer Tank
3 paddle 5 horsepower & 4 paddle 10 horsepower mixers with individual controls



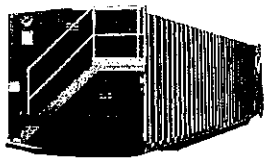
21,000-Gallon Bi-Level Tank
Coated or uncoated



18,100-Gallon Weir Tank
Over and under weirs
Three hatches for easy cleaning

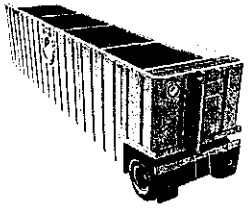


21,000-Gallon Stainless Steel Tank
Constructed of 304L Stainless Steel
Chemical liquid storage

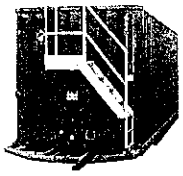


21,000-Gallon Flat Top Tank
Available with external or internal manifolds

16,000-Gallon Double Wall Tank
Extra environmental security



18,100-Gallon Open Top Tank
Open top for ease of viewing/cleaning



16,000-Gallon Gas Buster Tank
Open-top diffuser tank

16,800-Gallon Upright Tank
Slope and cone bottom for easy cleaning

LakeTank®

B-9, 9,000 BBL, 75' Diameter	B-40, 40,000 BBL, 160' Diameter
B-16, 16,000 BBL, 100' Diameter	B-48, 48,298 BBL, 175' Diameter
B-24, 24,000 BBL, 125' Diameter	B-50, 50,993 BBL, 177.5' Diameter

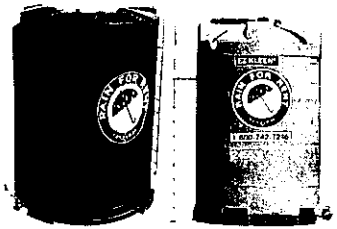
Poly tanks featuring
- Superior chemical resistance
- Lightweight
- Sloped and domed floors for easy cleaning
- Safety ladder
- Integrally Molded Flanged Outlet (IMFO)

Options
- Level Gauges
- Spillguards
- Safety Products

EZ KLEEN® Polyethylene Tanks

600-Gallon

4,400-Gallon
Safe Tank
OR-1000™



4,900 & 6,900-Gallon
Standard Poly and
OR-1000™ Acid Tanks

4,900 & 6,900-Gallon
Double Wall Tanks

12,000-Gallon
Water Tower

Zoho Sign Document ID: 28891EE7-CR_UDD8GIZD8FASWDJVESU5XX2SM0MDWFB3UDRCI-IG

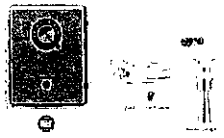
Instrumentation

Alarm Agent

Wirelessly monitors pumps, tanks and filtration equipment

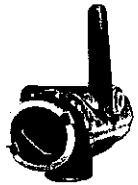
AnDRU Box

Control pumps and alarms



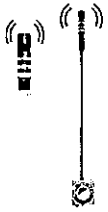
Radar Level Gauge

Measures liquid levels



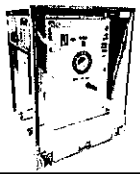
RiteFlo®

Real time remote monitoring



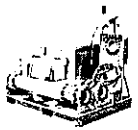
Audio Visual Alarms

Monitors and alerts equipment status. (Level, flow, pressure, etc.)



VFD

Variable Frequency Drive Motor Controller 20hp - 300hp



PWQMS

Measure, monitor water turbidity, pH adjusts polymer dosage

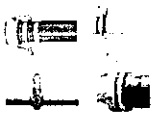
Magnetic Flow Meter

Measures flows from 255 to 43,000 GPM

Pipe, pipe fittings and hoses

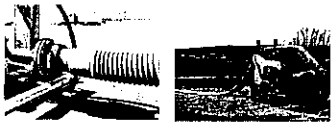
Pipe

Aluminum, HDPE, and Steel



Fittings

Camlock, Bauer, Grooved, and Flange



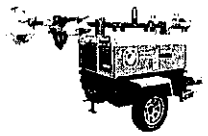
Hose

Lay Flat, Composite, Stainless Steel and Chemical

Accessories

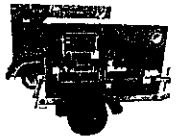
Road Crossings

8", 12" 18" Available
12' & 20' Wide



Generators with Light Towers

8 kW & 20 kW
4-1,000 watt lamps

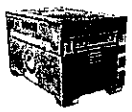


Gensets

20 kW to 120 kW

Flameless and Hydronic Heaters

Rain for Rent's Heat Systems protect vital oilfield equipment against freezing so you can keep working even in the harshest weather. Hydronic heaters heat rigs, tanks, wellheads, and frac or production lines.



EG-300

17,000 BTU/hr
Protects wellheads, pumps, piping and filtration systems

E-3000

321,000 BTU/hr
Heats up to 6 tanks

E-5000

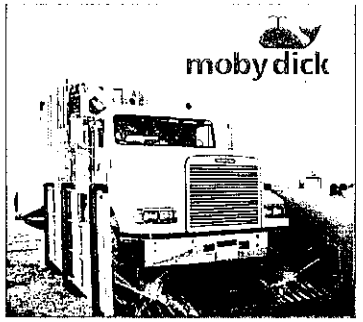
714,000 BTU/hr
Heats up to 12 tanks

FH-1000

1,000,000 BTU/hr to be split between two targets

Conline Wheel Wash Systems

Dirt and mud tracked out from jobsites onto roadways is a public safety issue and a clean-up expense. It has also become a major factor in meeting environmental regulations and bid specs. Rain for Rent's Conline Wheel Wash Systems from Moby Dick provide an efficient and cost-effective solution.



Standard Features:

- Automatic on-off operation via optical sensor.
- Easy-to-clean, spray nozzles.
- Water recycling with flocculent dosing and automatic solids removal via scraper conveyor.
- Two pump redundant design ensures water supply to wash platform.
- Hot dipped galvanized heavy-gauge wash platform handles 33,069 lbs per axle.
- Can service 1 to 300 trucks per day.

Portadam®

Rain for Rent's partner, Portadam™ offers temporary cofferdams on your jobsite. The Portadam system creates temporary, portable cofferdams for use in construction, flood protection, and in-water inspection projects. The Portadam system provides significant environmental and cost benefits.

Applications:

- Pipeline River Crossings/Pipeline Repair
- Dam Rehabilitation/Construction
- Bridge Rehabilitation/Construction
- Boat Ramp Rehabilitation/Construction
- Holding Basins Maintenance and Construction
- Flood Control and Prevention

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Filtration Solutions

- Meet discharge requirements
- Process water for re-use applications
- Remove free and dispersed, non-emulsified oil
- Remove hydrocarbons from water
- Remove settleable solids
- Pre-filter for GAC (Granulated Activated Carbon)
- Remove large solids from liquids
- Easy cleaning
- Cost-effective
- Aid in meeting discharge requirements
- Carbon and Stainless Steel options
- Bag, cartridge, and media options between 0.1-200 micron

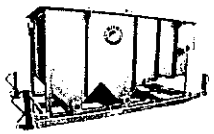
HaloKlear
A HaloSource Brand

- Filtration solution using eco-friendly polymers: natural plant-based, or hybrid
- Treats a wide variety of pollutants and contaminants including total suspended solids (TSS), algae hydrocarbons, heavy metals, oils and organic compounds.
- Successfully meet discharge standards

Oil/Water Separators

OWS100
100 GPM 6 l/sec

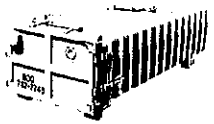
OWS200
200 GPM 13 l/sec



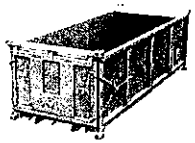
OWS400
400 GPM 25 l/sec

Containers

ROLL-OFF
20, 25, 30 Yard 15, 19, 23 m^3

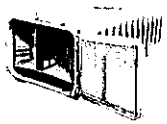


VACUUM ROLL-OFF
25 Yard 19 m^3



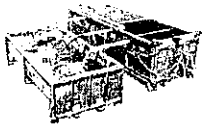
INTERMODAL ROLL-OFF
25 Yard 19 m^3

Container Filters



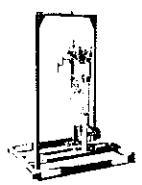
VACUUM FILTER
25 Yard 19 m^3

FILTER BOX
25 Yard 19 m^3

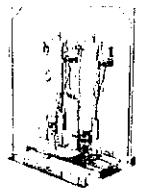


WEIR BOX/TUBE SETTLER
25 Yard 19 m^3

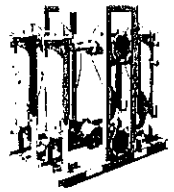
Bag or Cartridge Filters 50 – 6,000 GPM



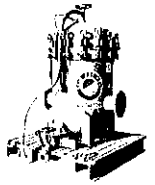
BF100
100 GPM 6 l/sec



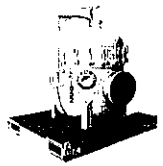
BF200
200 GPM 13 l/sec



BF400
400 GPM 25 l/sec



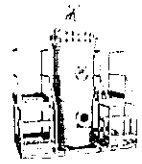
BF1000
1,000 GPM 63 l/sec



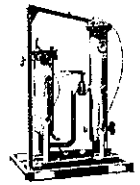
BF2000
2,000 GPM 126 l/sec

BF4000
4,000 GPM 252 l/sec

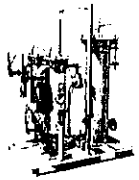
BF6000
6,000 GPM 379 l/sec



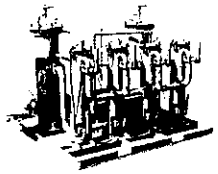
PFBF1000
1,000 GPM 63 l/sec



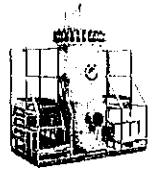
PF50
50 GPM 3 l/sec



PF200
200 GPM 13 l/sec



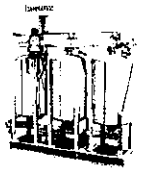
PF400
400 GPM 25 l/sec



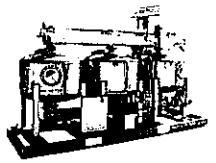
PF1000
1,000 GPM 63 l/sec

Media Filters 70– 1,960 GPM

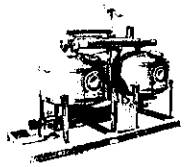
18-2
70 GPM 4 l/sec



24-3
189 GPM 12 l/sec



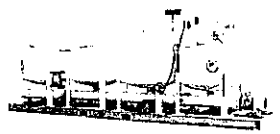
36-3
425 GPM 27 l/sec



48-2
500 GPM 32 l/sec

48-4
1,000 GPM 63 l/sec

54-4
1,590 GPM 100 l/sec

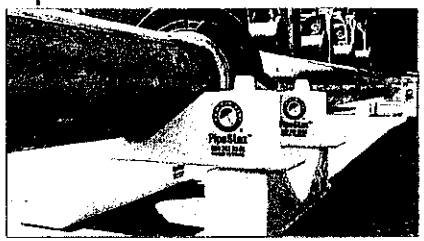


60-4
1,960 GPM 124 l/sec

Zoho Sign Document ID: 28891EE7-CR_UDD8GIZD8FASWDJVESU5XX2SM0MDWFB3UDRCI-IG

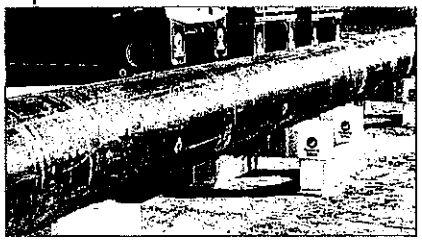
Safety Products

PipeStax®



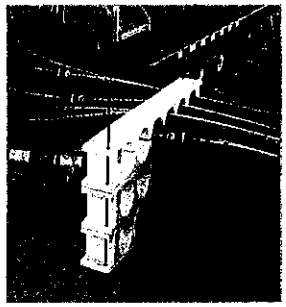
Modular and durable pipe support blocks to stabilize pipe up to 12" in diameter. U.S. Patent # 8,807,492

PipeStax®XL



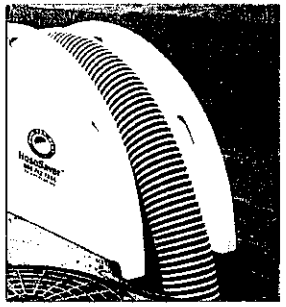
Modular and durable pipe support blocks for large pipe applications up to 24" in diameter. U.S. Patent # 8,807,492

HoseTrax®



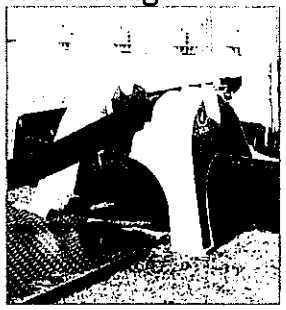
HoseTrax™ keeps multiple pipe, hose, and conduit (up to 5" diameter) organized on the jobsite. US & International Patents Pending.

HoseSaver®



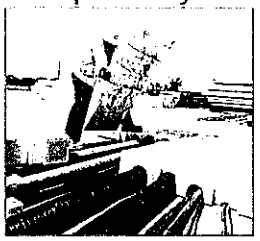
Reduce or eliminate crimping of the suction hose that leads to premature hose failures. Supports up to 8" nominal diameter.

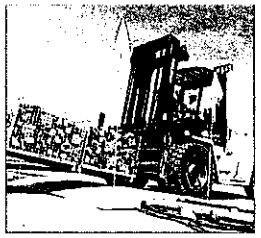
Hose Bridge

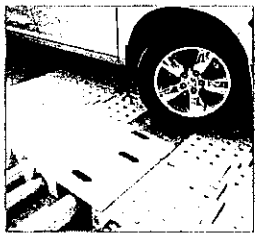


Prevent spills by protecting your spill containment berm with our Hose Bridge.

RampLox® System







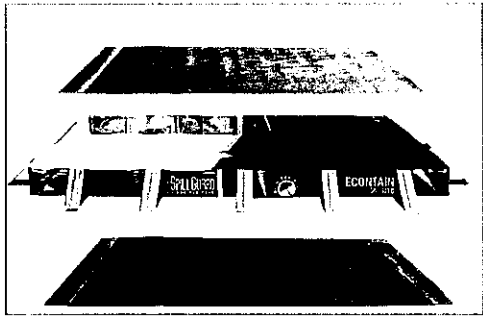
Modular and durable temporary pipe and hose ramps for pedestrian or vehicle traffic. Protects pipe and hose up to 5" in diameter. U.S. Patent # D725,748

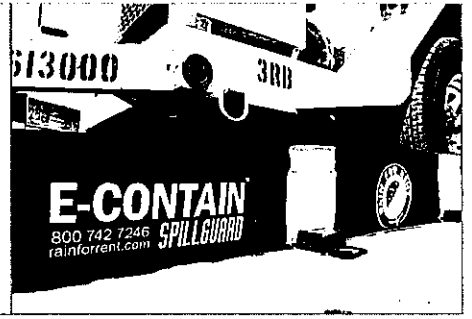
Extenders: Use three or more RampLox Extenders to reduce minimum required clearance hieght to 5".

Clearance Plates: Provide clearance for up to 7" pipe.

Handrails: Optional handrails and flags for added safety.

Spillguards





Spillguards, used simultaneously with Hose Bridges, protect the environment from costly spills and prevent damage to hoses.

- Complete systems from: 4' x 4' to 50' x 50'
- Custom sizes available
- One-piece construction, reinforced seams
- Lightweight, portable, installs quickly
- Puncture resistant, protective mats, side wall supports
- Modular units available to fit any configuration
- Highwall units available for 110% secondary containment

Compatibility

	Standard	Acid	PC28
Sulfuric Acid (up to 50%)	NA	A	A
Sodium Hydroxide (up to 25%)	A	A	A
Hydrochloric Acid (up to 50%)	NA	A	R
Diesel Fuel	R	R	A
Gasoline	R	NA	R
Water	A	A	A
Fertilizer Solution	A	A	R
Clorox (Sodium Hypochlorite)	A	A	A
Crude Oil	R	R	A
Hydraulic Fluid (mineral)	R	R	A

A = Approved Application
NA = Not Approved
R = Requires Engineering Review
Contact your sales representative for a complete list of compatible fluids.

Temperature Table

	Low Temp	High Temp*
Standard =	-40°F/-40°C	160°F/71°C
Acid =	-20°F/-29°C	160°F/71°C
PC28 =	-30°F/-1°C	150°F/65°C

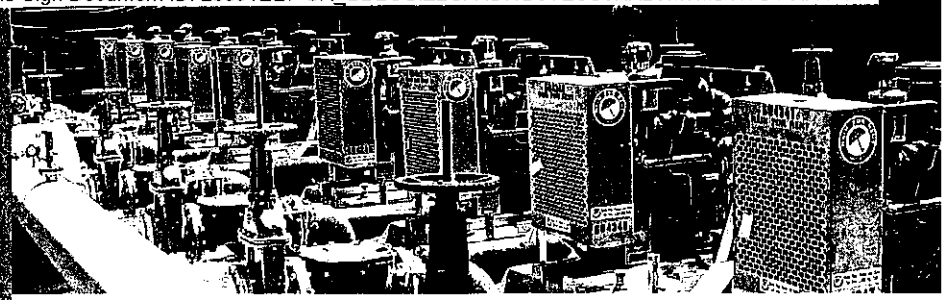
* Maximum Ambient Temperature - actual contained product maximum temperatures may vary.

SolidGround® Traction Mats

Help prevent slips, trips and falls with Rain for Rent's SolidGround® Traction Mats. These durable mats provide a stable surface for increased traction on muddy or sandy soil and protect landscapes from damage. SolidGround® Traction Mats prevent punctures and damage to spillguards.

- Withstands vehicle weights up to 60 tons
- Portable
- 4' x 8' - recycled polyethylene
- Durable

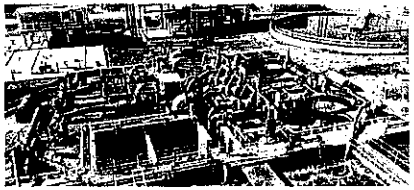
Zoho Sign Document ID: 28891EE7-CR_UDD8GIZD8FASWDJVESU5XX2SM0MDWFB3UDRCI-IG



Industries Served

Water is fundamental to our existence, flowing throughout our daily lives. It can be an asset or a liability. Customers trust Rain for Rent because they want the peace of mind from knowing their liquids are being managed safely so they can focus on their core business.

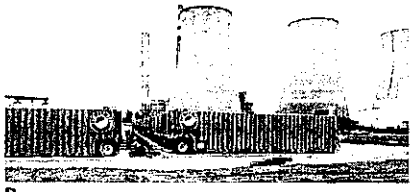
Agriculture



Government

Pipelines

Oil & Gas



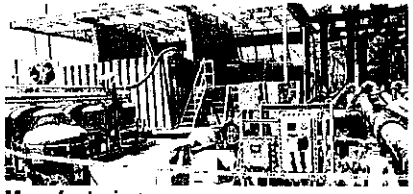
Power

Construction

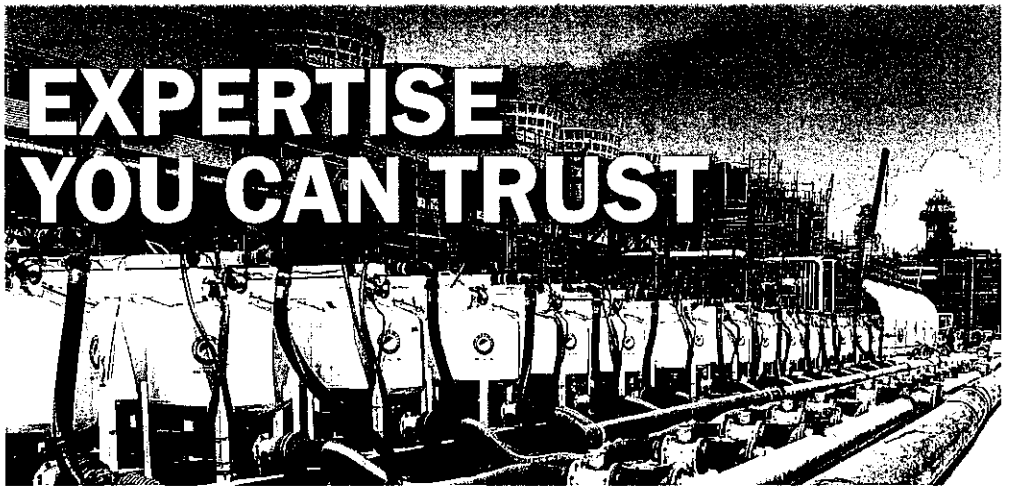
Environmental

Refineries

Mining



Manufacturing



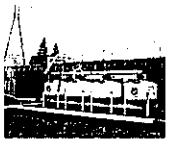
Rain for Rent is known for our ability to tackle complex challenges swiftly and cost effectively — Executives trust us with the big jobs when no one else can do them, and they choose us for th small jobs because we get them done right - on time, the first time.

Bypass Pumping

Our pumps divert flows from small to extra large so you can focus on your project.

Dewatering

Use our wellpoint, deepwell, or submersible pumps too keep groundwater off your site.



Filtration

Meet your discharge requirements and avoid costly fines and delays with our variety of filtration options.

Water Transfer

Rely on our pumps and pipe to move water no matter the distance or elevation change.

Liquid Storage

Our diverse fleet of 21,000-gal tanks, poly tanks, or LakeTanks® help store your liquids no matter the volume.

Dust Control

Keep dust levels low to prevent fines or air pollution using our dust suppression products.

Spill Containment

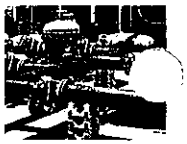
Eliminate costly fines, meet regulations, and protect the environment with Spillguards under equipment.

Wheel Wash

Wheel Wash systems are ideal on remediation or any jobsite needing efficient and cost effective track-out prevention.

Jobsite Services

HDPE certified fusion technicians, pump watch, installation and removal crews help your job smoothly.



Safety Products

Upgrade your jobsite standards with our variety of innovative and versatile safety products.

PUMPS • TANKS • FILTRATION • PIPE • SPILLGUARDS

Rain for Rent is a registered trademark of Western Oilfields Supply Company.
Features and specifications are subject to change without notice.

Liquid Ingenuity.

800 742 7246
rainforrent.com

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF ~~TEXAS~~ California {}
COUNTY OF ~~WEBB~~ Kern {}

Scott Stanley
Being first duly sworn, deposes and says:

That he/she is the Chief Financial Officer of Western Oilfields Supply Company dba Rain for Rent
(a Partner of officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.

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

Subscribed and sworn before me this 5th day of August 2025.

Notary Public

My commission expires:
11/15/2028

See Attached Certificate

CALIFORNIA JURAT GOVERNMENT CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Kern

Subscribed and sworn to (or affirmed) before me on this 5th (Date) day of August (Month), 2025 (Year), by

(1) Scott Stanley

(and (2) N/A (Name(s) of Signer(s)).

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

TAMMY L. HARLESTON
Notary Public - California
Kern County
Commission # 2503543
My Comm. Expires Nov 15, 2028

Signature Tammy L. Harleston (Signature of Notary Public)

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

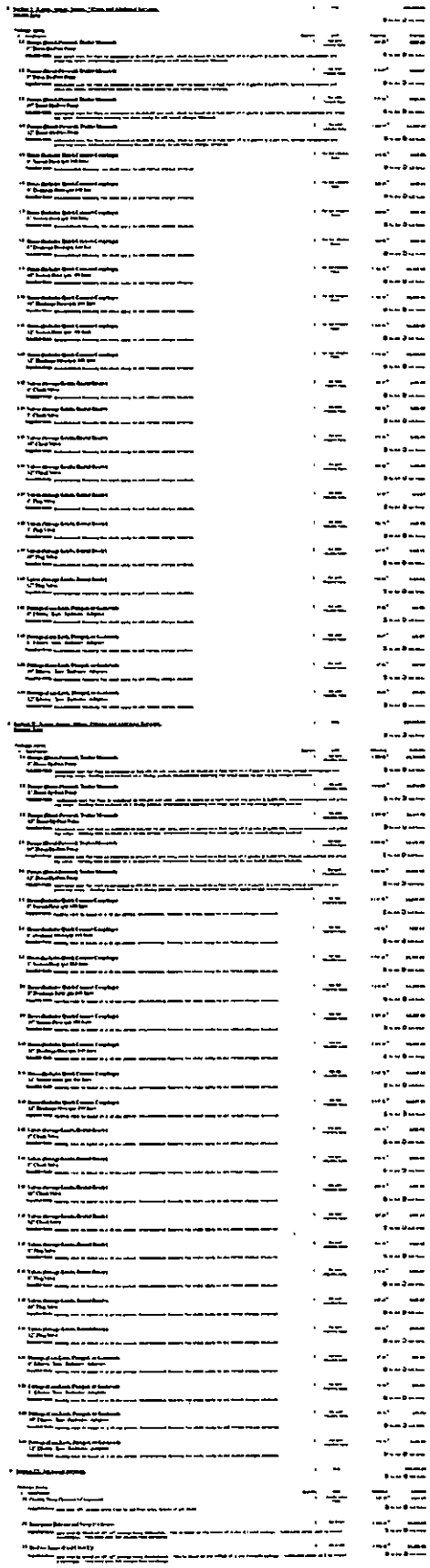
Description of Attached Document

Title or Type of Document: Affidavit

Document Date: 8/5/2025 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

©2019 National Notary Association



City of Laredo

City Council

Meeting Date: 10/20/2025 **Consent Agenda 38.**

SUBJECT
Consideration to authorize the City Manager to execute a purchase agreement with Patterson Equipment Company, The Woodlands, Texas, the sole authorized distributor in Texas for Super Products vacuum equipment in the amount of $65,885.20. This authorization is for the repairs of Vacuum Truck Unit #14664, which requires replacement of the debris tank. Funding for this purchase is available in the Sewer System Fund - 2024 Sewer Revenue Bond.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: N/A
Supporting goal(s)/policy(ies): N/A
Summary of alignment: N/A

PREVIOUS COUNCIL ACTION
None

BACKGROUND
This authorization is for the repairs of Vacuum Truck Unit #14664 (Model Year 2020), which suffered structural damage when a hole in the debris tank caused a collapse. The scope of repairs includes removal of the damaged tank, installation of a rebuilt replacement tank covered by a two-year warranty, and round-trip shipping of the unit from Laredo, Texas, to Gonzales, Louisiana, where Super Products' authorized repair facility is located. Unit #14664 has an estimated remaining useful life of approximately three (3) years, making this repair a cost-effective solution to extend the service of the equipment.

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
Approve this motion.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	2024 Sewer Revenue Bond
Account #:	559-9884-532-3030

Change Order: Exceeds 25% Y/N: No

FINANCIAL IMPACT:
Funding is available on the 2024 Sewer Revenue Bond Project number SW18EQ

City of Laredo Sole Source Affidavit

Pan American, Sombretillo, Cardinal Creek, Laredo DieselCompliance with Texas Local Government Code Chapter 252.021 is not required for purchases that are available from only one source, including: An item for which competition is precluded because of a patent, copyright, secret process, or monopoly. The item is a film, manuscript, or book. The item is a utility service, including electricity, gas, or water. The item is a captive replacement part or component for equipment. The sole source exception does not apply to mainframe data processing equipment and peripheral attachments with a single-item purchase price in excess of $15,000.

1. My name is (Print Name) David Lagunas
   I am over the age of 18, have never been convicted of a felony and am competent to make this affidavit.
   I am authorized to sign contracts for the following company or firm:

   Company: PATTERSON EUIPMENT COMPANY
   Address: 32522 TAMINA RD.
   City, State, Zip Code: MAGNOLIA, TEXAS 77354
   Telephone Number: (830)708-0547
   Fax Number: (281) 323-4030
   E-mail Address: david@pattersonequipment.com

2. The above-named company or firm is the sole source of the following item(s) and no other company or firm in the United States of America sells or distributes the products listed below:
   SUPER PRODCUTS - CAMELS, MUD DOGS, SUPER SUCKERS

3. Competition in providing the above-named item(s) is precluded due to:

   ___X___ A patent
   ___X___ A copyright
   _____ A secret process
   _____ A monopoly
   _____ It is a film
   _____ It is a manuscript
   _____ It is a book
   _____ It is a utility service, including electricity, gas, or water (does not apply to parts *used for* utility services)
   ___X___ It is a captive replacement part or component for equipment
   _____ Other circumstances provided by Texas Local Government Code 252.022 (provide details above)

4. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above-named item(s) or product(s) because of exclusive distribution or marketing rights.

5. This affidavit is valid for a period of one year, or until changed circumstances render it inaccurate, whichever occurs first.

David Lagunas — Signature of Authorized Official

SOUTHWEST REGIONAL MANAGER — Title of Authorized Official

9/11/2025 — Date

City of Laredo Sole Source Affidavit

NOTARY USE ONLY

Subscribed and Sworn to before me this 11th day of September, 2025. State of Texas, County of McLennan.

Signature of Applicant

Signature of Notary Public

MELISSA J COFFEE
Notary Public, State of Texas
Comm. Expires 03-10-2029
Notary ID 11761658

Purchasing Department Use ONLY

Approved ✓ as per J. Rodriguez, ACA

Not Approved Return to Using Department _____

Purchasing Agent Signature

Date 9/18/25

Enrique Aldape III

From: Joaquin A. Rodriguez
Sent: Thursday, September 18, 2025 11:13 AM
To: Enrique Aldape III
Subject: RE: Account for Equipment

Mr. Aldape,

Please consider this email as an approval of this sole-source letter.

Sincerely,

Joaquin A. Rodriguez
First Assistant City Attorney
City of Laredo
1110 Houston St. 3rd Floor
Ph: 956-791-7391
Fax: 956-791-7494
jarodrigu1@ci.laredo.tx.us

From: Enrique Aldape III <ealdape@ci.laredo.tx.us>
Sent: Thursday, September 18, 2025 10:21 AM
To: Joaquin A. Rodriguez <jarodrigu1@ci.laredo.tx.us>
Subject: FW: Account for Equipment

Good morning Joaquin

Can you please review the attached sole source letter.

From: Antonio Mora III <amora@ci.laredo.tx.us>
Sent: Thursday, September 18, 2025 10:17 AM
To: Enrique Aldape III <ealdape@ci.laredo.tx.us>
Subject: FW: Account for Equipment

Antonio Mora III
Wastewater Collection Superintendent
Utilities Department Wastewater Collection
City of Laredo
A: 5816 Daugherty, Laredo, Texas, 78041
P: (956) 721-2025 | **Ext:** 3048
F: (956) 721-2001
E-mail: amora@ci.laredo.tx.us
www.cityoflaredo.com

Patterson Equipment Company
PO Box 130367
The Woodlands, TX 77393
+18008363150
jeff@pattersonequipment.com
www.pattersonequipment.com

Estimate

ADDRESS
City of Laredo
P.O. Box 210
Laredo, TX 78042-0210

SHIP TO
City of Laredo
1102 Bob Bullock Loop
Laredo, TX 78043

ESTIMATE	6785
DATE	08/21/2025
EXPIRATION DATE	09/22/2025

ACTIVITY	QTY	RATE	AMOUNT
0088888 TANK REPLACEMENT (OFF OF AN EXISTING CAMEL UNIT) PARTS AND LABOR	1	54,450.00	54,450.00
0031514 HARNESS, BODY, CAMEL	1	3,265.20	3,265.20
Transport Transport Laredo Camel from Corpus Christi, Texas to Gonzales, Louisiana - 500 miles	1	3,720.00	3,720.00
Transport Transport Laredo Camel from Gonzales, Louisiana to Laredo, Texas 620 - miles	1	4,450.00	4,450.00

SUBTOTAL	65,885.20
TAX	0.00
TOTAL	**$65,885.20**

Accepted By

Accepted Date

1030

City of Laredo

City Council

Meeting Date: 10/20/2025 **Consent Agenda 39.**

SUBJECT
Consideration to renew supply/services contract number FY24-098 with Midas Contractors of Laredo, Texas in an annual amount of up to $270,000.00 and $540,000.00 for the remainder of the contract term. These services shall be purchased on an as needed basis by the Utilities Department for repairs and new projects. The term of this contract shall be for a period of one year beginning as of the date of its execution. This contract can be renewed for two additional one-year extension periods, upon mutual agreement of the parties. Funding is available in the Waterworks & Sewer System Funds.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: N/A
Supporting goal(s)/policy(ies): N/A
Summary of alignment: N/A

PREVIOUS COUNCIL ACTION
Approved a one-year contract on 9/16/24.

BACKGROUND
This contract establishes an hourly and cost-plus percentage rate on fencing repair services and materials supplied by the contractor. This contract has two (2) one (1) year extension periods. All services will be purchased on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract will be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Pricing Summary:

Description Midas Contractors
Cost Plus Mark-Up on Materials 15%
Supervisor Hourly Rate (8 A.M. to 5 P.M.) $25.00
Supervisor Hourly Rate (5:01 P.M. To 7:59 A.M.) $37.50
Laborer Hourly Rate (8 A.M. to 5 P.M.) $15.00
Laborer Hourly Rate (5:01 P.M. To 7:59 A.M.) $22.50
A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
Approval of motion.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Waterworks & Sewer System Funds.
Account #:	Waterworks & Sewer System Funds.
Change Order: Exceeds 25% Y/N:	No

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

September 19, 2025

Mr. Nelso Molina
Midas Contractors LLC
203 Valladolid Avenue
Laredo, Texas 78046

Re: Fence Materials Contract – Utilities Department
FY24-098
Extension I

Dear Mr. Molina,

This is to inform you that the contract FY24-098 which was approved by City Council on September 16, 2024 is up for renewal. This is the first of (3) three one (1) 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 renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc. Purchasing Division

Midas Contractors

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Nelso Molina

Date: 9-19-25

City of Laredo

City Council

Meeting Date: 10/6/2025 **Consent Agenda**

SUBJECT
Consideration to renew contract FY24-013 Dirt Hauling Services to Double D Trucking Laredo, Texas in the annual amount of $784,000 and $1,568,000 for the remainder of the contract term. Contract is for the purchase and hauling of approximately 175,000 tons of earthen soils to the City's Solid Waste Facility. Contract was for one year with option to renew for three additional one-year periods. This is the second of three extension periods. There was no price increase for this extension period. All Earthen soils will be purchased on an as needed basis. These soils are used to cover the landfill cells on a weekly basis in accordance with TCEQ requirements. Renewal will commence on November 20, 2025. Funding is available in the Solid Waste Department Fund.

PREVIOUS COUNCIL ACTION
Contract was approved by City Council on November 20, 2023.
First extension renewal was approved by City Council on November 18, 2024.

BACKGROUND
The Solid Waste Department formally requested bids to award a contract for dirt hauling services through Cit-E-Bid procurement system. The City received five bids from local vendors for three (3) type of services: Option 1: Hauling Services Only; Option 2 Load dirt and hauling services; Option 3 Purchase and Hauling of dirt. Landfill decided to go with Option 3. This service requires the vendor to work 8 hours per day, Monday-Saturday, and be able to respond within 8 hours of notice any time of the day or night hauling approximately 175,000 tons of soils to the City Landfill during the contract period. This is the first of three extension periods. Renewal will commence on November 20, 2025.

Contract Pricing:
Option 3
Purchase Dirt and Hauling Services
Unit price $4.48 per ton x 175,000 = $784,000.00

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
It is recommended that this renewal be approved.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Solid Waste

Account #: 556-2560-533-3915
Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT: Funding is available in the Solid Waste Fund

Enrique Aldape III

From: Auction Simplified <noreply@auctionsimplified.com>
Sent: Wednesday, September 10, 2025 3:38 PM
To: Enrique Aldape III
Subject: Cabello Recovery Confirm Account

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Your Cabello Recovery account has been activated!

To get started, follow the link below and sign in using the username/password provided below.

UserName: ealdape@ci.laredo.tx.us
Password: vero1214
Click Here to Login

If you have any trouble or questions, give us a call at 956-539-2494

Thank You for your interest and good luck!

CABELLO
RECOVERY INC
Phone: 956-539-2494
Email: molinaruby76@gmail.com

City of Laredo
Purchasing Division
Letter of Award

September 17, 2024

Mr. Nelso Molina
Midas Contractors LLC
203 Valladolid Avenue
Laredo, Texas 78046

Re: Fence Materials Contract – Utilities Department
FY24-098
Approved by City Council on September 16, 2024

Dear Mr. Molina,

This is to inform you that the contract FY24-098 was approved by City Council on September 16, 2024. The term of this contract shall be for a period of one year. This contract has (3) three one (1) year 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.

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

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc. Purchasing Division

City of Laredo

City Council

Meeting Date: 9/16/2024 **Consent Agenda 53.**

SUBJECT
Consideration to award supply/services contract number FY24-098 to the lowest responsible bidder Midas Contractors of Laredo, Texas in an annual amount of up to $270,000.00 for the purchase of fencing repair services for the Utilities Department. These services shall be purchased on an as needed basis by the Utilities Department for repairs and new projects. The term of this contract shall be for a period of one year beginning as of the date of its execution. This contract can be renewed for three additional one-year extension periods, upon mutual agreement of the parties. Funding is available in the Waterworks & Sewer System Funds.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The City solicited formal bids and received two (2) bids through Cit-E-Bid for awarding a contract for fencing repair services for the Utilities Department. This contract establishes an hourly and cost-plus percentage rate on fencing repair services and materials supplied by the contractor. This contract has three (3) one (1) year extension periods. All services will be purchased on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract will be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Summary:

Description	Midas Contractors	Laredo Fence Materials
Cost Plus Mark-Up on Materials	15%	20%
Supervisor Hourly Rate (8 A.M. to 5 P.M.)	$25.00	$45.00
Supervisor Hourly Rate (5:01 P.M. To 7:59 A.M.)	$37.50	$65.00
Laborer Hourly Rate (8 A.M. to 5 P.M.)	$15.00	$30.00
Laborer Hourly Rate (5:01 P.M. To 7:59 A.M.)	$22.50	$45.00

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Approval of motion.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Yes
Source of Funds:	Waterworks & Sewer System Funds
Account #:	Waterworks & Sewer System Funds
Change Order: Exceeds 25% Y/N:	No

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.

FY24-098
Midas Contractors LLC
Supplier Response

Event Information

Number: FY24-098
Title: FY24-098 Fence Materials Contract - Utilities Department
Type: Request For Bid
Issue Date: 7/26/2024
Deadline: 8/15/2024 05:00 PM (CT)
Notes: ******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.**********

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue

Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Midas Contractors LLC Information

Address: 203 Valladolid Ave
Laredo, TX 78046
Phone: (956) 231-9142
Email: nelso@midascontractors.com

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

Nelso Molina
Signature

nelso@midascontractors.com
Email

Submitted at 8/15/2024 03:11:19 PM (CT)

Response Attachments

Bid documents .pdf

Bid Documents

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Midas Contractors, LLC / Nelso Molina / 956-231-9142
3	**State how long under has the business been in its present business name** 6 years
4	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A
5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

6 Questions Part 1

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

N/A

7 Questions Part 2

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

N/A

8 State if the Company is a certified minority business enterprise

This company is not a certified minority business

9 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

10 Conflict of Interest Questionnaire Form CIQ

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

11 Conflict of Interest Questionnaire

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

12	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	**This is a** New Submission
14	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Nelso Molina
15	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department FY24-098 (FY24-098 Fence Materials Contract - Utilities Department)I Purchasing Division
16	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Midas Contractors, LLC
17	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
18	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. *No response*
19	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
20	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. *No response*
21	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable
22	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. *No response*

23 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

24 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

25 **Updates on contributions required**

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

26 **Question 8. Disclosure of Conflict of Interest**

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

I am not aware of any conflict of interest

27 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

28 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ I have read and understand this section

29 **Question 10. No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section

30 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☑ I have acknowledge that I have been advised

31 **Question 11. Oath**

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

Nelso Molina Managing Member Midas Contractors, LLC 08/15/2024

32 **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

33 **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 requests additional compensation.

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

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

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

(a) All information required by the bid form shall be furnished. 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. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(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 M5512 Thomas Ave, Laredo, TX 78041 or ealdape@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. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the

provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary vendor and two secondary vendors for each section of this contract.
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 it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign 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.
4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

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

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

3
4

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 occurence 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 minumum requirements

35 **Disqualification & Debarment Certification**

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

☑ I certify to the terms and conditions

36	**Contract Requirements** **1.CODE OF ETHICS ORDINANCE** Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings. **1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD** **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration. **1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system)** The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true. **1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system)** The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only**** **1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system)** Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. **1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system)** Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract. Changes to Form 1295: Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration." ☑ I have read and understand this section

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

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

38 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

Bid Lines

1 **Package Header**

Section I: Fence Materials Only

Quantity: 1 UOM: PKG Total: $20.00

Item Notes: Please submit "0" for unit price

Package Items

1.1 Fence Materials Only

Quantity: 1 UOM: Linear Footage Price: $20.00 Total: $20.00

2 **Package Header**

Section II: *****For Evaluation Purposes Only******

The items listed are for evaluation purposes only and not for yearly requested quantities. **Refer to Attachment A for Fence Specifications.**

Quantity: 1 UOM: PKG Total: $602.25

Item Notes: Please submit "0" for unit price

Package Items

2.1 9 Gauge Tie Wires

Quantity: 1 UOM: EA Price: $1.00 Total: $1.00

2.2 4' or 6' or 8' 9 Gauge Fabric Fence/ Cyclone

Quantity: 1 UOM: EA Price: $250.00 Total: $250.00

2.3 1-5/8" x 21 Top Rail DQ40

Quantity: 1 UOM: EA Price: $45.00 Total: $45.00

2.4 1-5/8" x 21 Top Rail CQ20

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.5 2-3/8" x 8' Terminal Posts Plain DQ40

Quantity: 1 UOM: EA Price: $45.00 Total: $45.00

2.6 2-3/8" x 6' Terminal Posts Plain DQ40

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.7 2-3/8" x 12' Terminal Posts Plain DQ40

Quantity: 1 UOM: EA Price: $55.00 Total: $55.00

2.8 2-7/8" x 8' Terminal Posts Plain DQ40

Quantity: 1 UOM: EA Price: $80.00 Total: $80.00

2.9 1-7/8" x 1-5/8" Loops Pressed Cap Steel

Quantity: 1 UOM: EA Price: $5.00 Total: $5.00

2.10 1-7/8" x 6' Line Posts CQ20

Quantity: 1 UOM: EA Price: $30.00 Total: $30.00

2.11 1-5/8" Rail End Cap Pressed Steel

Quantity: 1 UOM: EA Price: $5.00 Total: $5.00

2.12 4' Stretcher Bars

Quantity: 1 UOM: EA Price: $5.00 Total: $5.00

2.13 7' Stretcher Bars

Quantity: 1 UOM: EA Price: $8.00 Total: $8.00

2.14 5/16" x 1-1/4" Bolt Nut

Quantity: 1 UOM: EA Price: $0.50 Total: $0.50

2.15 2-7/8" Brace Band w/bolts, (Walk) Gate (Double) Bottom Tension Wire

Quantity: 1 UOM: EA Price: $1.50 Total: $1.50

2.16 2-3/8" Brace Band w/bolts, (Walk) Gate (Double) Bottom Tension Wire

Quantity: 1 UOM: EA Price: $1.25 Total: $1.25

3 Package Header

Section III: *****Cost Plus Mark-Up******

Quantity: 1 UOM: PKG

Item Notes: Please submit "0" for unit price

Package Items

3.1 Miscellaneous Materials Not Listed (not limited to but shall include Outriggers, top poles, tension wire, crimpers, chain link ties, gate components, gate and fence adjustments)

Quantity: 1 UOM: Cost Plus % Markup Total: 15%

4 Package Header

Section IV: Installation (Labor) (Optional)

Quantity: 1 UOM: PKG Total: $100.00

Item Notes: Please submit "0" for unit price

Package Items

4.1 Supervisor per hour (8:00 am to 5:00 pm)

Quantity: 1 UOM: Hourly Rate Price: $25.00 Total: $25.00

4.2 Supervisor after hours (5:01pm to 7:59 am) charge per hour

Quantity: 1 UOM: Hourly Rate Price: $37.50 Total: $37.50

4.3 Laborer per hour (8:00 am to 5:00 pm)

Quantity: 1 UOM: Hourly Rate Price: $15.00 Total: $15.00

4.4 Laborer after hours (5:01pm to 7:59 am) charge per hour

Quantity: 1 UOM: Hourly Rate Price: $22.50 Total: $22.50

Response Total: $722.25

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Midas Contractors, LLC

2 ☒ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). N/A

7

Signature of vendor doing business with the governmental entity

08/15/24

Date

AFFIDAVIT

Project: FY24-098 Fence Materials Contract

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Nelso Molina

Being first duly sworn, deposes and says:

That he/she is managing member of Midas Contractors, LLC
(a Partner of officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.

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

Subscribed and sworn before me this 15 day of August 20 24.

Ana Cadenas
Notary Public

My commission expires:

06-24-2025

ANA MARTINA CADENAS
Notary Public, State of Texas
Comm. Expires 06-24-2025
Notary ID 129455098

36.0 **Bidder Information Questionnaire**

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Midas Contractors, LLC

Signature of person authorized to sign bid _____ Date 08/15/24

Print Name of person authorized to sign bid Nelso Molina

Title: Managing member

Business Address: 2710 Zacatecas St.

City, State, Zip Code: Laredo TX 78045

Telephone Number: 956-231-9142 Fax Number: _____

Contact Person Email Address: nelso@midascontractors.com

Federal Tax ID Number: 83-2491550

Bidders Principal/Corporate Place of Business Address: TX

Indicated Status of Business:

Corporation ✓ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 6 years

If applicable, list all other names under which the Business identified above operated in the last five years.

N/A

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / (No.)

Is any litigation pending against the Business? Yes / (No.)

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes (No.)
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / (No.)

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / (No)

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / (No.)

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / (No)

Is the Business in arrears in any contract or debt? Yes / (No)

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes (No)

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / (No.)

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes (No) Disadvantaged Business Enterprise (DBE): Yes (No)

Small Disadvantaged Business Enterprise (SDBC) Yes (No) Other: Please specify _____

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

37.0 Price Schedule

37.1 Section I: Fence Materials (Only)

Description	UOM	Est. Quantity	Unit Cost/LF	Extended Price
Fence Materials (Only)	LF	1	$ 20.00	$ 20.00

37.2 Section II: *****For Evaluation Purposes Only******

Description	UOM	Qty.	Unit Price	Ext Price
9 Gauge Tie Wires	Each	1	$ 1.00	1.00
4' or 6' or 8' 9 Gauge Fabric Fence/ Cyclone	Each	1	$ 250.00	250.00
1-5/8" x 21 Top Rail DQ40	Each	1	$ 45.00	45.00
1-5/8" x 21 Top Rail CQ20	Each	1	$ 35.00	35.00
2-3/8" x 8' Terminal Posts Plain DQ40	Each	1	$ 45.00	45.00
2-3/8" x 6' Terminal Posts Plain DQ40	Each	1	$ 35.00	35.00
2-3/8" x 12' Terminal Posts Plain DQ40	Each	1	$ 55.00	55.00
2-7/8" x 8' Terminal Posts Plain DQ40	Each	1	$ 80.00	80.00
1-7/8" x 1-5/8" Loops Pressed Cap Steel	Each	1	$ 5.00	5.00
1-7/8" x 6' Line Posts CQ20	Each	1	$ 30.00	30.00
1-5/8" Rail End Cap Pressed Steel	Each	1	$ 5.00	5.00
4' Stretcher Bars	Each	1	$ 5.00	5.00
7' Stretcher Bars	Each	1	$ 8.00	8.00
5/16" x 1-1/4" Bolt Nut	Each	1	$ 0.50	0.50
2-7/8" Brace Band w/bolts, (Walk) Gate (Double) Bottom Tension Wire	Each	1	$ 1.50	1.50
2-3/8" Brace Band w/bolts, (Walk) Gate (Double) Bottom Tension Wire	Each	1	$ 1.25	1.25
			Total	$ 602.25

37.3 Section III: *****Cost Plus Mark-Up******

Miscellaneous Materials Not Listed (not limited to but shall include Outriggers, top poles, tension wire, crimpers, chain link ties, gate components, gate and fence adjustments)	Cost plus 15 % mark-up

37.4 Section IV: Installation (Labor) (Optional)

	Hourly Rate
Supervisor per hour (8:00 am to 5:00 pm)	$ 25.00
Supervisor after hours (5:01pm to 7:59 am) charge per hour	$ 37.50
Laborer per hour (8:00 am to 5:00 pm)	$ 15.00
Laborer after hours (5:01pm to 7:59 am) charge per hour	$ 22.50

Company Name: Midas Contractors, LLC.

Owner/President Name: Nelso Molina

Company Address: 2710 Zacatecas St.

City, State, Zip Code: Laredo TX 78045

Company Authorized Representative's Signature:

Company Representative's Name: Nelso Molina

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**********_Bid Price Schedule Sections must be completely filled out in order to be considered_*********

38.0 Conflict of Interest Disclosure

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

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

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

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

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

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

If additional information is needed please contact Purchasing Agent at 956-794-1731

☒ I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Nelso Molina — Name
Signature — Signature
08/15/24 — Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**
Midas Contractors, LLC

2 ☒ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**
N/A
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

08/15/24
Date

CITY OF LAREDO
PURCHASING DIVISION

39.0

AFFIDAVIT

Project: F424-098 Fence Materials Contract

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Nelso Molina
Being first duly sworn, deposes and says:

That he/she is a managing member of Midas Contractors, LLC
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

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

Subscribed and sworn before me this 15 day of August 20 24.

Ana Cadenas
Notary Public

My commission expires:

06-24-2024

ANA MARTINA CADENAS
Notary Public, State of Texas
Comm Expires 06-24-2025
Notary ID 129455098

40.0

City of Laredo
Discretionary Contracts Disclosure

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

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a ✓ New Submission or ___Correction or ___Update to previous submission.**

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

First	M.I.	Last	Suffix
Nelso		Molina	

***2. Contract Information:**

a) Contract or Project name(s): FY24-098 Fence Materials Contract

b) Originating Department(s): Utilities Department.

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract):**

Name (Print)	Signature	Name (Print)	Signature
Nelso Molina	✓		

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3:**

☑ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Name of partner, parent, or subsidiary business entity(ies): _____

***5. List any individuals or entities that will be subcontractors on this contract.**

☑ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors: _____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

☑ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

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

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

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

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

☐ List of contributors: _____

Updates on Contributions Required

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

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

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

☑ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest: _____

***Acknowledgements**

☑ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☑ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

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

Nelso Molina		Managing member
Name (Print)	Signature	Title
Midas Contractors, LLC		08/15/24
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1201619

Date Filed:
08/15/2024

Date Acknowledged:

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

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.
FY24-098
(FY24-098 Fence Materials Contract - Utilities Department)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Nelso Molina, and my date of birth is 11/11/76.

My address is 203 Valladolid (street), Laredo (city), TX (state), 78046 (zip code), USA (country).

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

Executed in Webb County, State of Texas, on the 15 day of August (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

				Midas Contractors LLC		Laredo Fence Materials Inc	
				Total Price	$722.25	Total Price	$3,070.37
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Section I: Fence Materials Only	1	PKG	**$20.00**	$20.00	$23.00	$23.00
1.1	Fence Materials Only	1	Linear Foota	**$20.00**		$23.00	
2	Section II: *****For Evaluation Purposes Only******The items listed are for evaluation purposes only and not for yearly requested quantities. Refer to Attachment A for Fence Specifications.	1	PKG	**$602.25**	$602.25	$2,862.37	$2,862.37
2.1	9 Gauge Tie Wires	1	EA	$1.00		**$0.22**	
2.2	4' or 6' or 8' 9 Gauge Fabric Fence/ Cyclone	1	EA	**$250.00**		$362.50	
2.3	1-5/8" x 21 Top Rail DQ40	1	EA	**$45.00**		$56.50	
2.4	1-5/8" x 21 Top Rail CQ20	1	EA	**$35.00**		$43.50	
2.5	2-3/8" x 8' Terminal Posts Plain DQ40	1	EA	$45.00		**$36.50**	
2.6	2-3/8" x 6' Terminal Posts Plain DQ40	1	EA	$35.00		**$28.00**	
2.7	2-3/8" x 12' Terminal Posts Plain DQ40	1	EA	**$55.00**		$56.00	
2.8	2-7/8" x 8' Terminal Posts Plain DQ40	1	EA	**$80.00**		$90.00	
2.9	1-7/8" x 1-5/8" Loops Pressed Cap Steel	1	EA	$5.00		**$2.25**	
2.10	1-7/8" x 6' Line Posts CQ20	1	EA	$30.00		**$16.00**	
2.11	1-5/8" Rail End Cap Pressed Steel	1	EA	$5.00		**$2.25**	
2.12	4' Stretcher Bars	1	EA	**$5.00**		$6.00	
2.13	7' Stretcher Bars	1	EA	**$8.00**		$9.00	
2.14	5/16" x 1-1/4" Bolt Nut	1	EA	$0.50		**$0.15**	
2.15	2-7/8" Brace Band w/bolts, (Walk) Gate (Double) Bottom Tension Wire	1	EA	**$1.50**		$1,201.90	
2.16	2-3/8" Brace Band w/bolts, (Walk) Gate (Double) Bottom Tension Wire	1	EA	**$1.25**		$951.60	
3	Section III: *****Cost Plus Mark-Up******	1	PKG				
3.1	Miscellaneous Materials Not Listed (not limited to but shall include Outriggers, top poles, tension wire, crimpers, chain link ties, gate components, gate and fence adjustments)	1	Cost Plus %	15.0%		20.0%	
4	Section IV: Installation (Labor) (Optional)	1	PKG	**$100.00**	$100.00	$185.00	$185.00
4.1	Supervisor per hour (8:00 am to 5:00 pm)	1	Hourly Rate	**$25.00**		$45.00	
4.2	Supervisor after hours (5:01pm to 7:59 am) charge per hour	1	Hourly Rate	**$37.50**		$65.00	
4.3	Laborer per hour (8:00 am to 5:00 pm)	1	Hourly Rate	**$15.00**		$30.00	
4.4	Laborer after hours (5:01pm to 7:59 am) charge per hour	1	Hourly Rate	**$22.50**		$45.00	

City of Laredo

City Council

Meeting Date: 10/20/2025 **Consent Agenda 40.**

SUBJECT
Consideration to award service contract FY25-073 to HST Utility Inc, Saint Petersburg, Florida in an amount of $158,600.00 for Phase V to replace existing large water meters with Neptune Mach 10 ultrasonic water meters at various locations throughout the city. The Utilities Department reserves the right to award Phases I to IV which encompasses the entire city at later date and as it determines fit. Each phase will include the replacement of a specified number of meters. This contract shall be for an initial period of six (6) months from the commencement date. Funding is available in the Waterworks and Sewer System Funds.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong - The agenda item directly supports stated goals and policies in the *Viva Laredo Comprehensive Plan* that address efficient water system management, infrastructure modernization, and sustainable resource use.
Supporting goal(s)/policy(ies): Goal 7.1 (p. 237):

"Maintain and enhance Laredo's water system infrastructure to ensure reliable service, efficient operations, and sustainable use of resources."

- *Viva Laredo City of Laredo Comprehensive Plan*

Policy 7.1.2 (p. 238):

"Upgrade and replace aging water meters, lines, and related infrastructure to improve efficiency, reduce water loss, and enhance service reliability."

- *Viva Laredo City of Laredo Comprehensive Plan*

Policy 7.2.1 (p. 239):

"Implement technologies that increase accuracy in water measurement and billing, support conservation, and improve utility management."

- *Viva Laredo City of Laredo Comprehensive Plan*

Goal 9.3 (p. 310):

"Invest in utility infrastructure that supports economic growth, fiscal responsibility, and long-term community resilience."

- *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:

- The replacement of large water meters with Neptune Mach 10 ultrasonic meters directly fulfills the call to **replace aging water system infrastructure** (Goal 7.1; Policy 7.1.2).
- The adoption of ultrasonic meter technology advances **accurate water measurement, billing, and conservation** (Policy 7.2.1).

By ensuring reliable water supply infrastructure, the project supports **economic development and community resilience** (Goal 9.3).

Summary of alignment: The agenda item to award a contract for the phased replacement of large water meters with modern ultrasonic meters is **strongly aligned** with the *Viva Laredo Comprehensive Plan*. It directly implements identified infrastructure priorities-upgrading aging meters, integrating advanced metering technologies, and ensuring sustainable and efficient water management. The project also intersects with broader planning themes, including **public health** (reliable water service), **equity** (accurate billing), **economic development** (supporting businesses and growth with reliable infrastructure), and **sustainability** (water conservation through precise measurement).

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The City received eight (8) proposals through Cit-E-Bid for awarding a contract for the replacement and installation of large water meters throughout the city. The Contractor shall remove existing large water meters (sizes 3", 4", 6", and 8" as applicable) and replace them with Neptune Mach 10 ultrasonic water meters provided by the City. Each phase will include the replacement of a specified number of meters. Installation cost shall include labor, equipment, parts, accessories, and appurtenances to complete the replacement project. This contract shall be for an initial period of six (6) months from the commencement date. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

In determining the best value for the City of Laredo, the following factors were considered by the Utilities Department, in accordance with corresponding weights, in evaluating the proposals:

Description	Maximum Points
Contractor’s Profile, Qualifications, Experience, and Location.	65
Pricing and Discount.	35
Total	100

Average Scoring Summary:

Vendors	Evaluation Score
HST Utility	78.33
Ratliff Utilities	61.67
RTS Water	58.33
Vanguard Utility	56.67
Bermex Inc.	55.00
Nick Benavides	45.00

DB Utility	43.33
Core & Main	43.33

A complete bid tabulation is attached (Pricing).

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
It is recommended that this contract be awarded.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Yes
Source of Funds:	2024 Water Revenue Bond
Account #:	557-9884-533-5594
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:
All services will be purchased on an as need basis. 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.

FY25-073
HST Utility Inc.
Supplier Response

Event Information

Number: FY25-073
Title: FY25-073 Large Water Meter Replacement & Installation Project – Utilities Department
Type: Request For Proposal
Issue Date: 7/14/2025
Deadline: 8/14/2025 05:00 PM (CT)
Notes: **Vendors are strongly encouraged to attend the Pre-Bid Meeting which will be held on Friday, July 25, 2025 at 2:00 PM located at Utilities Administration Building located at 5816 Daugherty Avenue, Laredo, Texas 78041.**

Vendors/contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission.

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

any minc. ..regularities.

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. **********

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

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

HST Utility Inc. Information

Contact: Matt Sadowski
Address: 7901 4th St N Ste 300
Saint Petersburg, FL 33702-4399
Phone: (800) 899-4858
Email: msadowski@hstutility.com
Web Address: www.hstutility.com

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

Matt Sadowski
Signature

msadowski@hstutility.com
Email

Submitted at 8/12/2025 12:09:24 PM (CT)

Response Attachments

Bidder Information Questionnaire - HST Utility.pdf

Bidder Information Questionnaire - HST Utility

Section 1 Contractor's Profile & Qualifications - HST Utility.pdf

Section 1 Contractor's Profile & Qualifications

Conflict of Interest Questionnaire-Revised 1-1-2021.pdf

Conflict of Interest Questionnaire

Discretionary Contracts Disclosure - HST Utility.pdf

Discretionary Contracts Disclosure - HST Utility

W9 - HST Utility, Inc - 2025-1.pdf

W9 - HST Utility, Inc.

City of Laredo, TX Submittal - HST Utility, Inc.docx

HST Utility Submittal including resumes, W9, insurance, etc.

Section II Price Schedule - HST Utility.pdf

Price Schedule - HST Utility Signed.

Non-Collusive Affidavit Form.pdf

Non-Collusive Affidavit - HST Utility

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** HST Utility, Inc. and Matt Sadowski, 754-283-2147

3	**State how long under has the business been in its present business name** Florida - 2023
4	**If applicable, list all other names under which the Business identified above operated in the last five years** n/a
5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
6	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? No to all.
7	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? No to all.
8	**State if the Company is a certified minority business enterprise** This company is not a certified minority business
9	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

10	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
11	**Conflict of Interest Questionnaire** Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? Yes
12	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	**This is a** New Submission
14	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Matt K Sadowski
15	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department FY25-073 Large Water Meter Replacement & Installation Project – Utilities Department
16	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** HST Utility, Inc.
17	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
18	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. n/a
19	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable

20	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. *No response*
21	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable
22	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. *No response*
23	**Question 7. Disclosure of political contributions** List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) Not Applicable
24	**Question 7. Disclosure of political contributions** If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. *No response*
25	**Updates on contributions required** Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
26	**Question 8. Disclosure of Conflict of Interest** Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? I am not aware of any conflict of interest
27	**8. Disclosure of Conflict of Interest** If you selected I am aware of conflict of interest is question 8, please list them in this section. *No response*

28	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☑ I have read and understand this section
29	**Question 10. No Contact with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section
30	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised
31	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Matt Sadowski, Sales Account Manager, HST Utility, Inc., 8/11/2025
32	**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
33	**Company Information Questionnaire** ☑ I have completed this section
34	**Conflict of Interest Questionnaire** ☑ I have completed this section
35	**Non-Collusive Affidavit** ☑ I have completed and included this form
36	**Discretionary Contracts Disclosure** ☑ I have completed this section

37 **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: Staring 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

38 **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 occurence 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.

NON-CONSTRUCTION BIDS:

Insurance Requirements

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

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

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

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

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

CONSTRUCTION BIDS:

INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(i) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

(k) 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.

(l) 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. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(m) 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.

(n) 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 a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
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, Builders Risk, and all liability policies. 13. 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.
4. 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.
5. 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.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
8. 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.

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(p) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

☑ I agree my insurance meets minumum requirements

39	**Disqualification & Debarment Certification** **DISQUALIFICATION & DEBARMENT CERTIFICATION** By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill. ☑ I certify to the terms and conditions

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Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

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

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section

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

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

42 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

non-local vendor

43 **Terms and Conditions Request for Proposals**

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that **that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.**

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors 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) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor 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) Vendors 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.

1.0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following:

(a) All information required by the proposal 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. 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 If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

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

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

(d) Proposed delivery time must be shown and shall include business days.

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

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF PROPOSAL
(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.
(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.
(c) 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 Vendors expense.
(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.
(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.
4.0 REJECTION OF PROPOSALS The City may reject a proposal if:
(a) Vendor misstates or conceals any material fact in the proposal.
(b) Proposal does not strictly conform to the law or the requirements of the proposal.
(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.
(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.
(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any proposal.
5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.
6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.
7.0 CLARIFICATION AND PROTEST PROCEDURE
(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata, 5512 Thomas Avenue, Laredo, Texas 78041; email: jezapata@ci.laredo.tx.us _ Any vendor submitting questions shall make reference to a specific RFP 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 to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP 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. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.
(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata 5512 Thomas Avenue, Laredo, Texas 78041 ealdape@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS
(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. 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 SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.
10.0 AWARD OF CONTRACT The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.
Definition of best value criteria as per The Institute for Public Procurement is:
"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."
If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:
(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor 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; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled. (4) Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).
11.0 ENTIRE AGREEMENT
(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.
12.0 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, P.O. Box 210, Laredo, Texas 78042. (d) 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) 791-7425.
13.0 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

4 4 Contractor's Profile & Qualifications, Experience & Location (65 Points) Upload onto Cit-e-Bid

Section I: Contractor's Profile & Qualifications, Experience & Location (65 Points)
****Upload documentation onto Cit-e-Bid****

It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.

How will you meet required turnaround time for completion of this project? Please provide location of your company and how it will help in servicing this contract. (Location & Service)

Describe how your company is qualified to service this contract?

Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work.

1. Number of people employed: _____

2. Average years of experience of current employees: _____

3. Total number of certified technicians: _____

4. Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement?
Yes_____ _____ No _____

Warranty
Please include days, months, or year of your warranty for repairs.

_____

☑ Yes

Bid Lines

1 Package Header

Sub-Section A Phase I Installation Cost to include: labor, equipment, parts, accessories, and appurtences to complete the installation.

Quantity: 1 UOM: PKG Total: $125,800.00

Item Notes: Price Schedule (35 Points)
An evaluation of the pricing to the City of Laredo – Total Weighted Evaluation Score 35 Points (All Sections will be combined for one grand total)

Package Items

1.1 3" Meter

Quantity: 30 UOM: Installation Cost Price: $2,400.00 Total: $72,000.00

1.2 4" Meter

Quantity: 9 UOM: Installation Cost Price: $2,800.00 Total: $25,200.00

1.3 6" Meter

Quantity: 4 UOM: Installation Cost Price: $4,250.00 Total: $17,000.00

1.4 8" Meter

Quantity: 2 UOM: Installation Cost Price: $5,800.00 Total: $11,600.00

2 Package Header

Sub-Section B Phase II Installation Cost to include: labor, equipment, parts, accessories,

and appurtences to complete the installation.

Quantity: 1 UOM: PKG Total: $180,100.00

Item Notes: Price Schedule (35 Points)
An evaluation of the pricing to the City of Laredo – Total Weighted Evaluation Score 35 Points (All Sections will be combined for one grand total)

Package Items

2.1 3" Meter

Quantity: 61 UOM: Installation Cost Price: $2,400.00 Total: $146,400.00

2.2 4" Meter

Quantity: 9 UOM: Installation Cost Price: $2,800.00 Total: $25,200.00

2.3 6" Meter

Quantity: 2 UOM: Installation Cost Price: $4,250.00 Total: $8,500.00

3 Package Header

Sub-Section C Phase III Installation Cost to include: labor, equipment, parts, accessories, and appurtences to complete the installation.

Quantity: 1 UOM: PKG Total: $98,300.00

Item Notes: Price Schedule (35 Points)
An evaluation of the pricing to the City of Laredo – Total Weighted Evaluation Score 35 Points (All Sections will be combined for one grand total)

Package Items

3.1 3" Meter

Quantity: 28 UOM: Installation Cost Price: $2,400.00 Total: $67,200.00

3.2 4" Meter

Quantity: 6 UOM: Installation Cost Price: $2,800.00 Total: $16,800.00

3.3 6" Meter

Quantity: 2 UOM: Installation Cost Price: $4,250.00 Total: $8,500.00

3.4 8" Meter

Quantity: 1 UOM: Installation Cost Price: $5,800.00 Total: $5,800.00

4 Package Header

Sub-Section D Phase IV Installation Cost to include: labor, equipment, parts, accessories, and appurtences to complete the installation.

Quantity: 1 UOM: PKG Total: $63,050.00

Item Notes: Price Schedule (35 Points)
An evaluation of the pricing to the City of Laredo – Total Weighted Evaluation Score 35 Points (All Sections will be combined for one grand total)

Package Items

4.1 3" Meter

Quantity: 21 UOM: Installation Cost Price: $2,400.00 Total: $50,400.00

4.2 4" Meter

Quantity: 3 UOM: Installation Cost Price: $2,800.00 Total: $8,400.00

4.3 6" Meter

Quantity: 1 UOM: Installation Cost Price: $4,250.00 Total: $4,250.00

5 Package Header

Sub-Section E Phase V Installation Cost to include: labor, equipment, parts, accessories, and appurtences to complete the installation.

Quantity: 1 UOM: PKG Total: $158,600.00

Item Notes: Price Schedule (35 Points)
An evaluation of the pricing to the City of Laredo – Total Weighted Evaluation Score 35 Points (All Sections will be combined for one grand total)

Package Items

5.1 3" Meter

Quantity: 52 UOM: Installation Cost Price: $2,400.00 Total: $124,800.00

5.2 4" Meter

Quantity: 6 UOM: Installation Cost Price: $2,800.00 Total: $16,800.00

5.3 6" Meter

Quantity: 4 UOM: Installation Cost Price: $4,250.00 Total: $17,000.00

Response Total: $625,850.00

34.0 **Bidder Information Questionnaire**

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your proposal package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this proposal the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) HST Utility, Inc.

Signature of person authorized to sign proposal: Matt Sadowski Date: 8/11/25

Print Name of person authorized to sign proposal: Matt Sadowski

Title: Sales Account Manager

Business Address: 7901 4th St. N Ste 300

City, State, Zip Code: Saint Petersburg, FL 33702-4399

Telephone Number: 800-899-4858 Fax Number:

Contact Person Email Address: msadowski@hstutility.com

Federal Tax ID Number: 92-3329318

Bidders Principal/Corporate Place of Business Address: same

Indicated Status of Business:

Corporation X Partnership Sole Proprietorship Other:

If other state business status: Florida - current

State how long under its present business name: 3 years

If applicable, list all other names under which the Business identified above operated in the last five years

n/a

Will bidder proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes No.

Is any litigation pending against the Business? Yes No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes No.
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes No

Is the Business in arrears in any contract or debt? Yes No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB):	Yes	No	Disadvantaged Business Enterprise (DBE):	Yes	No
Small Disadvantaged Business Enterprise (SDBC)	Yes	No	Other: Please specify		

This company is not a certified minority business: ☒

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

29.0 Required Submittals

The City of Laredo will be utilizing best value evaluation criteria to select the contract vendor (s). You are asked to respond to the following questions and provide concise responses to these questions. Do include boilerplate marketing brochures or informational documents with your responses. **Documentation shall be uploaded on to Cit-E-Bid.**

30.0 Section 1: Contractor's Profile & Qualifications, Experience & Location (65 Points)

It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.

30.1 How will you meet required turnaround time for completion of this project? Please provide location of your company and how it will help in servicing this contract. (Location & Service)

While our corporate headquarters are located in Florida, our dedicated Large Meter crew is currently positioned in Carrollton, Texas. This local presence, combined with our extensive experience, enables us to mobilize quickly and deliver efficient, high-quality service anywhere in the state.

30.2 Describe how your company is qualified to service this contract?

Our Large Meter team offers more than 50 years of combined installation experience, ensuring proven skill and efficiency on every project. Leading the department is a veteran with 46 years of hands-on expertise in installing and repairing large meters across a wide range of sizes, brands, and configurations.

30.3 Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work.

1. Number of people employed: 40
2. Average years of experience of current employees: 8 years
3. Total number of certified technicians: 25
4. Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement? Yes X No ____

30.4 Warranty

Please include days, months, or year of your warranty for repairs.

Warranty is 90 days

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

HST Utility, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Matt Sadowski

Signature of vendor doing business with the governmental entity

8/5/25

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

37.0

City of Laredo
Discretionary Contracts Disclosure

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

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a X New Submission or ___Correction or ___Update to previous submission.**

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

Matt	K	Sadowski	
First	M.I.	Last	Suffix

***2. Contract Information.**

a) Contract or Project name(s): Large Water Meter Replacement & Installation Project

b) Originating Department(s): Utilities Department

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

HST Utility, Inc.	Matt Sadowski		
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or**

entity listed in Question 3

X Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Name of partner, parent, or subsidiary business entity(ies):

***5. List any individuals or entities that will be subcontractors on this contract.**

X Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors:

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

X Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract:

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

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

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

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

individuals.

List of contributors:

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

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

X I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest:

***Acknowledgements**

X **Updates Required**
I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

X **No Contract with City Officials or Staff during Contract Evaluation**
I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

X I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

X 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.

Matt Sadowski	Matt Sadowski	Sales Account Manager
Name (Print)	Signature	Title
HST Utility, Inc.		8/11/25
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

HST UTILITY, INC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

7901 4TH ST N STE 300

Requester's name and address (optional)

6 City, state, and ZIP code

SAINT PETERSBURG, FL 33702-4399

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	2	–	3	3	2	9	3	1	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Rick Hauf | **Date** 5/8/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under *"By signing the filled-out form"* above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Request for Proposal

Large Water Meter Replacement & Installation Project
Utilities Department
Project No. FY25-073

Friday, August 15, 2025
HST Utility, Inc.

Matt Sadowski
Sales Manager
HST Utility, Inc.
7901 4th St. N Ste 300
Saint Petersburg, FL 33702-4399
Telephone: 800.899.4858
Email: msadowski@hstutility.com
www.hstutility.com

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Introduction

Friday, August 15, 2025

Mario I. Maldonado Jr.
City Secretary
City of Laredo
1110 Houston Street, Laredo, TX 78040

Dear Mr. Maldonado:

In this proposal, we will highlight the strengths of HST Utilities and define the execution framework that has positioned us as a leader in the installation industry. Before delving into the specifics, it's important to emphasize that we consider ourselves your partners throughout this process. From the moment of selection, we work closely with you to evaluate the project, define the scope, and identify potential challenges. We then develop a clear, actionable plan designed to meet your requirements and ensure a successful outcome.

Meter installation is at the heart of our business, and there are several key advantages to choosing HST Utility for your needs. With decades of experience in the installation of AMI, Fixed Network, and AMR systems, we bring a broad expertise to the table. Importantly, we are agnostic when it comes to the specific meters we work with, focusing instead on delivering the best solution for your unique needs. Our "Boots on the Ground" approach ensures that we are there every step of the way, providing value that extends beyond installation.

Our expertise spans the entire process: from supply chain management and integration to installation, maintenance, and the support of advanced smart metering technologies. Additionally, we offer ongoing field maintenance, operational support, technical assistance, and meter asset consulting to ensure long-term success.

Having thoroughly reviewed your Request for Proposal; we fully understand the scope of work and are confident in our ability to meet your expectations. Leveraging our extensive experience working with leading meter providers, we are prepared to offer valuable insights and recommendations on optimizing processes and tools to maximize the value and efficiency of the project.

Sincerely,

Matt Sadowski

Matt Sadowski
Sales Manager
HST Utility, Inc.
7901 4th St. N Ste 300
Saint Petersburg, FL 33702-4399
Mobile: 754.283.2147
Telephone: 800.899.4858
Email: msadowski@hstutility.com
www.hstutility.com

Executional Framework: Delivering End-to-End Solutions with Precision and Reliability

HST Utility was founded to address a critical market need: a more reliable, transparent, and results-driven approach to infrastructure solutions. We believe in a better way to do business—one built on long-term partnerships and operational excellence. Unlike many competitors who may not be available when you need them most, HST is committed to enduring service and reliability.

With over 30 years combined expertise, we execute with precision by integrating technology, data, and process-driven methodologies. Our comprehensive solutions are designed to capture, control, and analyze water and energy consumption data, supporting everyone from individual customers to entire Water Districts. At our core, we are transforming the nation's infrastructure, creating new revenue streams, optimizing operational efficiencies, and enhancing customer experience.

Our executional framework is centered on **Advanced Metering Infrastructure (AMI) and Automated Meter Reading (AMR),** leveraging real-time data to drive smarter decisions across the entire Water District ecosystem. Our adaptable technology ensures that clients have the tools they need today, with flexibility to scale and evolve alongside future business demands.

HST Utility is not just another installation company. Where others prioritize quick wins and leave unfinished work behind, we take ownership of every aspect of the project. Our structured approach includes:

- **Pre-Construction Planning** – Comprehensive site assessments and strategic execution roadmaps.
- **Ongoing Communication** – Weekly progress meetings, clearly defined action items, and proactive issue resolution.
- **Seasoned Leadership** – A dedicated team of industry experts guiding each phase with precision.
- **Customer-Centric Execution** – A commitment to not just managing the process but leading it.

By prioritizing efficiency, accountability, and customer service, HST ensures that every project is completed with excellence, on time, within scope, and beyond expectations.

Leadership

Leadership comes in many flavors. We wanted to share what it means to us so you can see how it translates to you.

Our style is simple. Identify the situation, problem solving to create the solution and execute at a high level. Sounds easy. With over 30 years of experience in the water, gas, and electric world we have learned a few things. We understand:

- Supply Chain has not recovered.
- Data can be trouble.
- Every system is different.
- Every utility runs things their own way.
- There will be challenges.

We say this upfront because we know the struggle is real. How do we tip the balance back in our favor? Great question.

It starts with you knowing what we are capable of:

1. **Commercial & Industrial Expertise** – Our team specializes in all commercial applications, from large meter installations to complex vault work.
2. **On-Site Meter Testing & Calibration** – We offer in-field testing, repair, and recalibration services for industrial and commercial water meters.
3. **Mobile Testing Capabilities** – Our mobile testing units can field test source services up to 12 inches in diameter, providing accurate and efficient diagnostics.
4. **Long-Term Maintenance Contracts** – We offer ongoing maintenance contracts to ensure system longevity and peak performance.
5. **Comprehensive Meter Installations** – We install water and electric meters of all sizes and brands, ensuring seamless integration with your existing infrastructure.
6. **Versatile System Implementation** – We support the installation of any metering system required, including AMR (Drive-By), Fixed Network, and AMI (Advanced Metering Infrastructure).
7. **Surveys & Lead Pipe Identification** – We conduct thorough surveys and lead pipe identification to enhance system efficiency and compliance.
8. **Advanced Work Order Management** – Our robust yet user-friendly Work Order Management system streamlines operations, with an optional post-project usage plan available.
9. **Certified Safety Standards** – All managers hold OSHA 30 certifications, ensuring compliance with safety regulations.
10. **Certified Payroll Compliance** – We provide certified payroll solutions to meet regulatory and reporting requirements.

HARD WORK & DEDICATION

At HST, we are more than just a service provider, we are your all-in-one partner for success. Our comprehensive solutions set us apart, ensuring seamless execution from start to finish. With a commitment to excellence and a focus on long-term value, we dedicate ourselves to making your project not just successful, but exceptional.

Bret Bates

Commercial Meter Manager

PROFESSIONAL SUMMARY

Highly skilled Large Water Meter Technician Manager with 46 years of extensive experience in the installation, maintenance, testing, and repair of commercial and industrial water meters ranging from 2" to 12" and beyond.

PROFESSIONAL EXPERIENCE

- Large Water Meter Installation & Replacement
- Testing, Calibration, and Certification
- Advanced Metering Infrastructure (AMI) Integration
- AWWA Standards Compliance
- Meter Vault Inspection & Upgrades
- Flow & Pressure Diagnostics
- Data Logging & Reporting
- Project Coordination & Crew Leadership
- Safety Compliance & Best Practices

CONTACT

PHONE:
(270) 570-1258

WEBSITE:
www.hstutility.com

EMAIL:
bbates@hstutility.com

PROJECT EXPERIENCE (Past 5 Years)

Toledo, OH (1500 3"-10" Indoor & Outdoor Sensus Meters & Endpoints)

Flint, MI (30,000 Indoor Badger Meters & Endpoints)

Richmond, MO (2900 5/8"-6" Neptune Meters & Aclara Endpoints)

Adrian, MI (5000 5/8"-6" Indoor & Outdoor Sensus Meters & Endpoints)

Carrolton, TX (100 3"-8" Outdoor Diehl Meters & Fenix Endpoints)

Plantation, FL (200 3"-8" Badger Meter & Endpoint)

Baltimore, MD (800 3"-12" Sensus, Hersey, & Badger Meters)

Charlotte, NC (3"-8" Octave Meters)

Rock Hill, SC (3"-8" Sensus Meters)

Austin, TX (400 3"-8" Sensus Meter & Endpoint)

Mantee County, FL (3"-8" Master Meter Meters)

Other Various Projects in Central and Southern USA ranging from 3"-12" installing over 10,000 Meters through my career.

BENJAMIN MASHNI

REGIONAL DIRECTOR OF OPERATIONS

PROFESSIONAL SUMMARY

Results-driven management director with 25 years of experience & a proven track record.

PROFESSIONAL EXPERIENCE

- Planning & execution of AMI projects, collaborating with cross-functional teams to ensure timely completion while staying within budget.
- Develop & execute strategic plans to optimize project efficiency & safety.
- Successful implementation & completion of large, high-profile residential & commercial projects.
- Extensive experience with leading industry manufacturers including Neptune, Badger, Sensus, Diehl, Aclara, Itron, Zenner, Metron, Honeywell & more.

CONTACT

PHONE:
(941) 718-3704

WEBSITE:
www.hstutility.com

EMAIL:
bmashni@hstutility.com

PROJECT EXPERIENCE (PREVIOUS 7 YEARS)

High Springs, FL (2900 5/8"-2" Neptune Meters & Aclara Endpoints)

Trenton, FL (600 5/8"-1" Diehl Meters & Aclara Endpoints)

Westmoreland, TN (1800 5/8"-1" Diehl Meters & Aclara Endpoints)

Toledo, OH (1500 3"-10" Indoor & Outdoor Sensus Meters & Endpoints)

Flint, MI (30,000 Indoor Badger Meters & Endpoints)

Pontiac, MI (15,000 5/8"-1" Indoor Neptune Meters & Aclara Endpoints)

Westland, MI (30,000 5/8"-2" Sensus Meters & Endpoints)

Coleridge, NE (1,000 5/8"-2" Neptune Meters & Endpoints)

West Fargo, ND (8000 5/8"-1" Indoor Sensus Meters & Endpoints)

Richmond, MO (2900 5/8"-6" Neptune Meters & Aclara Endpoints)

Elkhart, IN (2000 5/8"-2" Indoor Neptune Meters & Endpoints)

Mayville & Spaulding, MI (1000 5/8"-1" Zenner Meters & Endpoints)

Henrico, VA (5,000 5/8"-2" Neptune Meters & Itron Endpoints)

Howard County, MD (10,000 5/8"-1" Indoor Sensus Meters & Itron Endpoints)

Adrian, MI (5000 5/8"-6" Indoor & Outdoor Sensus Meters & Endpoints)

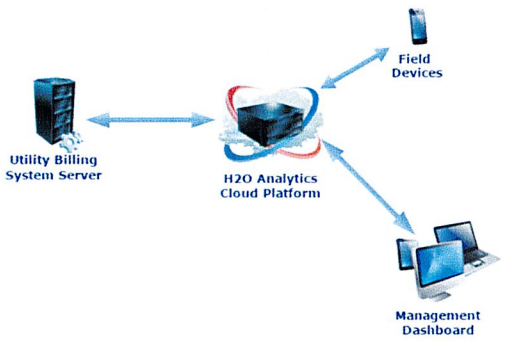
Askov, MN (1000 5/8"-1" Sensus Meters & Endpoints)

Greensville, VA (1000 5/8"-1" Sensus Meters & Endpoints)

Technology

One of the most crucial considerations in the early stages of a solicitation is technology, it is arguably the most critical aspect of the project. We often say, half-jokingly, that we are a technology company that install meters, but this statement holds true. Any issues in setting up, capturing, recording, or transferring data can disrupt the entire process, potentially requiring a complete restart. While this may sound strict, it underscores the importance of selecting the right technology solution. Whether you choose HST Utility or another provider, it is essential to fully understand their technological solution and what happens after implementation. The City of Laredo should require mobile software that enables the utility to collect complete and accurate data for its water meter change-out program. This software must support meter installers by streamlining data collection in the field while also ensuring seamless project tracking and integration with the utility's billing system. Key software functionalities should include:

- The ability to load the meter change-out information from the utility billing software using meter-reading route files in the <<format name>> format.
- The ability to geo-code location addresses and assist meter installers in navigating to customer locations.
- The ability to perform driving route optimization to minimize the amount of time installation crews spend driving from site to site.
- Data capture of the following information related to each meter installation: meter vault geo-coordinates, old meter make/model/size/serial number/radio serial number, old meter final reading, new meter make/model/size serial number/radio serial number, vault type, field notes and installer name.



- Digital photo captures for the old meter register, new meter and job site; including the ability to transmit, view and share full-resolution digital photos. All digital photos must be retained and retrievable securely from the cloud for at least 24 months after the completion of the installation project.
- Capture details on extra services and inventory items used on each meter installation. For example, track if there was a bypass, with or without strainer, gate valves, etc.
- The ability to enter free-form notes regarding individual meter installations.
- The software must be cloud-based and must not require the utility to set up or maintain its own web server, application servers or other dedicated hardware or software.

- The overall system design and development lifecycle supporting the software must adhere to secure software standards, and the hosting infrastructure must be based on a secure architecture including data center(s) which pass regular ISO 27001 audits.
- The software must require strong passwords and allow for customer password self-resets.
- Utility personnel must be able to view their project data including project overview charts, detailed records and digital photos.
- Must provide the capability to automatically notify project team members, including utility personnel, when individual work orders cannot be completed or otherwise require attention from the utility.
- The ability to generate "swap files" or "meter change-out files" in the format required by the billing system. These files will facilitate the automated setup of new meter information in the billing software and the posting of the final reading on the old meter.
- The ability to transfer the meter vault geo-coordinates to the billing software and export to GIS files.
- Mobile software must support iOS and Android operating systems and be compatible with high-accuracy GPS receivers from multiple vendors (no GPS hardware vendor lock-in).

We know this is a lot of information to process, but we believe it's important for several reasons. We show what we can do and have tried to cover what it should do. The best part, it's easy to navigate.

HST Utility Selection

Once selected as the contractor, HST Utility conducts a **comprehensive project review**, assigning a dedicated **Project Manager (PM)** to oversee all aspects.

Preparation & Planning

- **Supply Chain Coordination:** We ensure materials are ordered and ready for seamless installation.
- **IT Integration:** Our team collaborates with the Utility to align **Customer Information Systems (CIS)** and billing data, verifying compatibility for smooth electronic transfers.
- **Project Kickoff:** A planning meeting with HST, Utility stakeholders, and manufacturers defines roles, integration plans, and scheduling.

Execution & Quality Control

- The PM **manages logistics**, technician accommodations, and pre-installation training.
- In coordination with the Utility Customer Service Team to ensure **customer notifications** are sent before work begins.
- **Work Order Management System** is activated, and installation routes are assigned.
- A **100% Quality Control (QC) review** ensures compliance with HST and manufacturer standards, with detailed logs maintained.

Data Management & Project Completion

- Field data is reformatted and **uploaded daily** into the Utility's CIS system.
- Any system integration challenges are promptly identified and resolved.
- A **post-construction review** ensures all aspects are finalized before project sign-off.

Our Commitment

At HST, we combine **precision with flexibility**—understanding your system before integration. Proper preparation leads to the best possible results.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

HST UTILITY, INC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
7901 4TH ST N STE 300

Requester's name and address (optional)

6 City, state, and ZIP code
SAINT PETERSBURG, FL 33702-4399

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	2	–	3	3	2	9	3	1	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Rick Hauf | **Date** 5/8/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Insurance

Client#: 2304649 64HSTUTI

ACORD **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY): 9/19/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Melony Helton
McGriff Insurance Services LLC 2600 Eastpoint Parkway Louisville, KY 40223 502 489-5900	PHONE (A/C, No, Ext): FAX (A/C, No): 8668812184 E-MAIL ADDRESS: Certificate@McGriff.com
INSURED HST Utility Inc. 13703 Messina Loop Unit 202 Bradenton, FL 34211-2133	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Cincinnati Specialty Underwriters InsCo — 13037 INSURER B : Technology Insurance Company — 42376 INSURER C : Auto Owners Insurance — 18988 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X BI/PD Ded:2,500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:			CSU0215697	08/18/2024	08/18/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $100,000 $Excluded $1,000,000 $2,000,000 $2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			5522479700	04/18/2024	04/18/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	UMBRELLA LIAB / OCCUR X EXCESS LIAB / X CLAIMS-MADE DED / X RETENTION $0			CSU0215704	08/18/2024	08/18/2025	EACH OCCURRENCE AGGREGATE $	$1,000,000 $1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4467992	08/18/2024	08/18/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded: Keith Tamminga

Workers Compensation: Waiver of Subrogation Form# WC000313

CERTIFICATE HOLDER

HST Utility Inc.
13703 Messina Loop Unit 202
Bradenton, FL 34211

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CTHA

Warranty

HST Utility guarantees all large water meter work for a period of 90 days from the installation date, covering defects in company-supplied materials and workmanship issues related to the installation. Most installation-related issues typically arise within the first month. This warranty includes the replacement of any property or materials damaged by HST Utility employees during the installation process.

Subcontracting

HST Utility will not be utilizing subcontractors on this project. The work to be performed will be completed entirely by our employees. We require our employees to undergo testing and education programs specific to the electronic solution to be installed. All our employees hold OSHA 30 and Confined Space Certification, and some require a State certification by Weights and Measures. The work to be done requires technical skills to install, which we provide for each employee.

Conclusion

Thank you for the opportunity to earn your business. We truly appreciate your consideration and do not take it lightly. If you have any questions or concerns, please feel free to reach out to us anytime.

Warm Regards,

Matt Sadowski

Matt Sadowski
Sales Manager
HST Utility, Inc.
7901 4th St. N Ste 300
Saint Petersburg, FL 33702-4399
Mobile: 754.283.2147
Telephone: 800.899.4858
Email: msadowski@hstutility.com
www.hstutility.com

31.0 **Section II: Price Schedule (35 Points)**
An evaluation of the pricing to the City of Laredo – Total Weighted Evaluation Score 35 Points (All Sections will be combined for one grand total)

31.1 Sub-Section A Phase I Installation Cost to include: labor, equipment, parts, accessories, and appurtenences to complete the installation.

Phase I	Quantity	Installation Cost	Ext. Cost
3" Meter	30	$ 2400.00	$ 72,000.00
4" Meter	9	$ 2800.00	$ 25,200.00
6" Meter	4	$ 4250.00	$ 17,000.00
8" Meter	2	$ 5800.00	$ 11,600.00
Total	45	Phase I Total	$ 125,800.00

31.2 Sub-Section B Phase II Installation Cost to include: labor, equipment, parts, accessories, and appurtenences to complete the installation.

Phase II	Quantity	Installation Cost	Ext. Cost
3" Meter	61	$ 2400.00	$ 146,400.00
4" Meter	9	$ 2800.00	$ 25,200.00
6" Meter	2	$ 4250.00	$ 8,500.00
Total	72	Phase II Total	$ 180,100.00

31.3 Sub-Section C Phase III Installation Cost to include: labor, equipment, parts, accessories, and appurtenences to complete the installation.

Phase III	Quantity	Installation Cost	Ext. Cost
3" Meter	28	$ 2400.00	$ 67,200.00
4" Meter	6	$ 2800.00	$ 16,800.00
6" Meter	2	$ 4250.00	$ 8,500.00
8" Meter	1	$ 5800.00	$ 5,800.00
Total	37	Phase III Total	$ 98,300.00

31.4 Sub-Section D Phase IV Installation Cost to include: labor, equipment, parts, accessories, and appurtenences to complete the installation.

Phase IV	Quantity	Installation Cost	Ext. Cost
3" Meter	21	$ 2400.00	$ 50,400.00
4" Meter	3	$ 2800.00	$ 8,400.00
6" Meter	1	$ 4250.00	$ 4,250.00
Total	25	Phase IV Total	$ 63,050.00

31.5 Sub-Section E Phase V Installation Cost to include: labor, equipment, parts, accessories, and appurtenences to complete the installation.

Phase V	Quantity	Installation Cost	Ext. Cost
3" Meter	52	$ 2400.00	$ 124,800.00
4" Meter	6	$ 2800.00	$ 16,800.00
6" Meter	4	$ 4250.00	$ 17,000.00
Total	62	Phase V Total	$ 158,600.00

Matt Sadowski 8/11/2025

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Matt Sadowski - HST Utility, Inc.
(a Partner of officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.

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

Subscribed and sworn before me this 11 day of August 20 25

Notary Public

My commission expires:

June 26, 2029

REBECCA PEREZ RODRIGUEZ
Notary Public - State of Florida
Commission # HH 692300
My Comm. Expires Jun 26, 2029
Bonded through National Notary Assn.

				DB Utility (D&B Construction Group)		Bermex Inc.		Envocore (RTS Water Solutions)		Nick Benavides	
				Total Price	$136,891.30	Total Price	$215,058.74	Total Price	$335,182.00	Total Price	$470,400.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Sub-Section A Phase I Installation Cost to incl	1	PKG	**$28,118.40**	$28,118.40	$43,936.67	$43,936.67	$76,496.28	$76,496.28	$98,700.00	$98,700.00
1.1	3" Meter	30	Installation Cost	**$510.50**		$821.75		$1,161.47		$1,650.00	
1.2	4" Meter	9	Installation Cost	**$689.60**		$829.75		$1,619.02		$2,800.00	
1.3	6" Meter	4	Installation Cost	**$889.00**		$1,739.48		$2,590.10		$3,600.00	
1.4	8" Meter	2	Installation Cost	**$1,520.50**		$2,429.25		$8,360.30		$4,800.00	
2	Sub-Section B Phase II Installation Cost to inc	1	PKG	**$39,124.90**	$39,124.90	$61,073.46	$61,073.46	$90,601.05	$90,601.05	$133,050.00	$133,050.00
2.1	3" Meter	61	Installation Cost	**$510.50**		$821.75		$1,161.47		$1,650.00	
2.2	4" Meter	9	Installation Cost	**$689.60**		$829.75		$1,619.02		$2,800.00	
2.3	6" Meter	2	Installation Cost	**$889.00**		$1,739.48		$2,590.10		$3,600.00	
3	Sub-Section C Phase III Installation Cost to in	1	PKG	**$21,730.10**	$21,730.10	$33,895.71	$33,895.71	$55,775.74	$55,775.74	$75,000.00	$75,000.00
3.1	3" Meter	28	Installation Cost	**$510.50**		$821.75		$1,161.47		$1,650.00	
3.2	4" Meter	6	Installation Cost	**$689.60**		$829.75		$1,619.01		$2,800.00	
3.3	6" Meter	2	Installation Cost	**$889.00**		$1,739.48		$2,590.11		$3,600.00	
3.4	8" Meter	1	Installation Cost	**$1,520.50**		$2,429.25		$8,360.30		$4,800.00	
4	Sub-Section D Phase IV Installation Cost to in	1	PKG	**$13,678.30**	$13,678.30	$21,485.48	$21,485.48	$31,838.03	$31,838.03	$46,650.00	$46,650.00
4.1	3" Meter	21	Installation Cost	**$510.50**		$821.75		$1,161.47		$1,650.00	
4.2	4" Meter	3	Installation Cost	**$689.60**		$829.75		$1,619.02		$2,800.00	
4.3	6" Meter	1	Installation Cost	**$889.00**		$1,739.48		$2,590.10		$3,600.00	
5	Sub-Section E Phase V Installation Cost to inc	1	PKG	**$34,239.60**	$34,239.60	$54,667.42	$54,667.42	$80,470.90	$80,470.90	$117,000.00	$117,000.00
5.1	3" Meter	52	Installation Cost	**$510.50**		$821.75		$1,161.47		$1,650.00	
5.2	4" Meter	6	Installation Cost	**$689.60**		$829.75		$1,619.01		$2,800.00	
5.3	6" Meter	4	Installation Cost	**$889.00**		$1,739.48		$2,590.10		$3,600.00	

				Ratliff Utilities (JS Ratliff Inc)		HST Utility Inc.		Core and Main		Vanguard Utility Service, Inc.	
				Total Price	$520,700.00	Total Price	$625,850.00	Total Price	$755,099.95	Total Price	$979,049.19
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Sub-Section A Phase I Installation Cost to incl	0	PKG	$103,600.00	$103,600.00	$125,800.00	$125,800.00	$150,606.93	$150,606.93	$195,944.63	$195,944.63
1.1	3" Meter	30	Installation Cost	$2,000.00		$2,400.00		$2,770.43		$3,765.00	
1.2	4" Meter	9	Installation Cost	$2,400.00		$2,800.00		$2,818.89		$4,285.33	
1.3	6" Meter	4	Installation Cost	$3,500.00		$4,250.00		$6,907.66		$6,873.33	
1.4	8" Meter	2	Installation Cost	$4,000.00		$5,800.00		$7,246.69		$8,466.67	
2	Sub-Section B Phase II Installation Cost to inc	1	PKG	$150,600.00	$150,600.00	$180,100.00	$180,100.00	$192,889.75	$192,889.75	$281,979.63	$281,979.63
2.1	3" Meter	61	Installation Cost	$2,000.00		$2,400.00		$2,527.89		$3,765.00	
2.2	4" Meter	9	Installation Cost	$2,400.00		$2,800.00		$2,773.72		$4,285.33	
2.3	6" Meter	2	Installation Cost	$3,500.00		$4,250.00		$6,862.49		$6,873.33	
3	Sub-Section C Phase III Installation Cost to in	1	PKG	$81,400.00	$81,400.00	$98,300.00	$98,300.00	$126,365.86	$126,365.86	$153,345.31	$153,345.31
3.1	3" Meter	28	Installation Cost	$2,000.00		$2,400.00		$3,032.84		$3,765.00	
3.2	4" Meter	6	Installation Cost	$2,400.00		$2,800.00		$3,139.54		$4,285.33	
3.3	6" Meter	2	Installation Cost	$3,500.00		$4,250.00		$7,364.07		$6,873.33	
3.4	8" Meter	1	Installation Cost	$4,000.00		$5,800.00		$7,880.96		$8,466.67	
4	Sub-Section D Phase IV Installation Cost to in	1	PKG	$52,700.00	$52,700.00	$63,050.00	$63,050.00	$80,058.33	$80,058.33	$98,794.32	$98,794.32
4.1	3" Meter	21	Installation Cost	$2,000.00		$2,400.00		$3,016.28		$3,765.00	
4.2	4" Meter	3	Installation Cost	$2,400.00		$2,800.00		$3,122.98		$4,285.33	
4.3	6" Meter	1	Installation Cost	$3,500.00		$4,250.00		$7,347.51		$6,873.33	
5	Sub-Section E Phase V Installation Cost to inc	1	PKG	$132,400.00	$132,400.00	$158,600.00	$158,600.00	$205,179.08	$205,179.08	$248,985.30	$248,985.30
5.1	3" Meter	52	Installation Cost	$2,000.00		$2,400.00		$3,019.58		$3,765.00	
5.2	4" Meter	6	Installation Cost	$2,400.00		$2,800.00		$3,126.28		$4,285.33	

5.3	6" Meter	4	Installation Cost	$3,500.00	$4,250.00	$7,350.81	$6,873.33	

Line #
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Line #
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5.1
5.2

	DB Utility	RTS Water	HST Utility	Ratliff Utilities
Evaluator#1	30.00	50.00	90.00	65.00
Evaluator#2	50.00	70.00	70.00	65.00
Evaluator#3	50.00	55.00	75.00	55.00
Average & Final Scores	**43.33**	**58.33**	**78.33**	**61.67**

	Vanguard Utility	Core & Main	Bermex Inc.	Nick Benavides
Evaluator#1	35.00	30.00	65.00	60.00
Evaluator#2	70.00	60.00	50.00	40.00
Evaluator#3	65.00	40.00	50.00	35.00
Average & Final Scores	**56.67**	**43.33**	**55.00**	**45.00**

	DB Utility	RTS Water	HST Utility	Ratliff Utilities
Evaluator#1	30.00	50.00	90.00	65.00
Evaluator#2	50.00	70.00	70.00	65.00
Evaluator#3	50.00	55.00	75.00	55.00
Average & Final Scores	**43.33**	**58.33**	**78.33**	**61.67**

	Vanguard Utility	Core & Main	Bermex Inc.	Nick Benavides
Evaluator#1	35.00	30.00	65.00	60.00
Evaluator#2	70.00	60.00	50.00	40.00
Evaluator#3	65.00	40.00	50.00	35.00
Average & Final Scores	**56.67**	**43.33**	**55.00**	**45.00**

Evaluator 1

FY25-073 Large Water Meter Replacement & Installation Project – Utilities Department)

Name: Javier Montemayor

RECOMMENDATION PANEL RATING SHEET

Date: 8-29-2025

Signature

Return completed Evaluation Sheet to Purchasing for tabulation.

* RATE USING 5 POINT INCREMENTS PLEASE		Firms Listed in Alphabetical Order				
Evaluation Criteria	MAXIMUM RATING *	DB Utility	RTS Water	HST Utility	Ratliff Utilities	Vanguard Utility
Contractor's Profile, Qualifications, Experience, & Locatuib	65	20	45	60	45	30
Pricing & Discount	35	10	5	30	20	5
TOTAL POINTS	*100*	30	50	90	65	35
Member Recommendation:						

Comments: Rating was done based on Profile, Qualifications & experience & location, Also took pricing into conciderations.

* RATE USING 5 POINT INCREMENTS PLEASE		Firms Listed in Alphabetical Order				
Evaluation Criteria	MAXIMUM RATING *	Core & Maine	Bermex Inc.	Nick Benavides		
Contractor's Profile, Qualifications, Experience, & Locatuib	65	25	55	50		
Pricing & Discount	35	5	10	10		
TOTAL POINTS	*100*	30	65	60		
Member Recommendation:						

1130

Evaluator 2

FY25-073 Large Water Meter Replacement & Installation Project – Utilities Department)

Name: ANTONIO MORA III

RECOMMENDATION PANEL RATING SHEET

Date: 8/29/2025

Signature

Return completed Evaluation Sheet to Purchasing for tabulation.

** RATE USING 5 POINT INCREMENTS PLEASE*		Firms Listed in Alphabetical Order				
Evaluation Criteria	MAXIMUM RATING *	DB Utility	RTS Water	HST Utility	Ratliff Utilities	Vanguard Utility
Contractor's Profile, Qualifications, Experience, & Locatuib	65	35	50	45	40	60
Pricing & Discount	35	15	20	25	25	10
TOTAL POINTS	*100*	50	70	70	65	70
Member Recommendation:						

Comments: SCORING WAS BASED ON YEARS OF EXPERIENCE AND NUMBER OF PROJECTS PERFORMED. PRICING SCORE WAS BASED ON HIGHEST AND LOWEST BID FINDING AVERAGE AND SCORING THROUGH MEETING 20 RATING METHOD.

** RATE USING 5 POINT INCREMENTS PLEASE*		Firms Listed in Alphabetical Order				
Evaluation Criteria	MAXIMUM RATING *	Core & Maine	Bermex Inc.	Nick Benavides		
Contractor's Profile, Qualifications, Experience, & Locatuib	65	40	35	25		
Pricing & Discount	35	20	15	15		
TOTAL POINTS	*100*	60	50	40		
Member Recommendation:						

Evaluator #3

FY25-073 Large Water Meter Replacement & Installation Project – Utilities Department)

Name: MARGARITA AYALA

RECOMMENDATION PANEL RATING SHEET

Date: 08/29/25

Signature: Margarita Ayala

Return completed Evaluation Sheet to Purchasing for tabulation.

** RATE USING 5 POINT INCREMENTS PLEASE*		Firms Listed in Alphabetical Order				
Evaluation Criteria	MAXIMUM RATING *	DB Utility	RTS Water	HST Utility	Ratliff Utilities	Vanguard Utility
Contractor's Profile, Qualifications, Experience, & Locatuib	65	40	50	45	30	55
Pricing & Discount	35	10	5	30	25	10
TOTAL POINTS	*100*	50	55	75	55	65
Member Recommendation:						

Comments:

** RATE USING 5 POINT INCREMENTS PLEASE*		Firms Listed in Alphabetical Order				
Evaluation Criteria	MAXIMUM RATING *	Core & Maine	Bermex Inc.	Nick Benavides		
Contractor's Profile, Qualifications, Experience, & Locatuib	65	30	35	15		
Pricing & Discount	35	10	15	20		
TOTAL POINTS	*100*	40	50	35		
Member Recommendation:						

City of Laredo

City Council

Meeting Date: 10/20/2025 **Consent Agenda 41.**

SUBJECT
Authorizing the City Manager to ratify a purchase order in the amount of $249,000.00 to SAL Construction Management for an emergency contract. This contract was necessary to repair a 36-inch water line break that occurred on September 19, 2025. The emergency work ensured continuous water service to the Laredo South area. Funding for this contract is available in the Waterworks Fund - 2024 Water Revenue Bond.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Moderate
Supporting goal(s)/policy(ies): Policy 6.5.7 Continue to implement the existing water conservation program.
Policy 7.2.4 Increase access to safe water

Summary of alignment: This agenda item update aligns with Viva Laredo's Comprehensive Plan goals and policies addressing water quality by replacing aged water lines.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
On September 19, 2025, the City experienced a major break on the existing 36-inch water line. Since this line is one of the primary arterials supplying water to South Laredo, it was imperative to address the problem immediately to maintain water quality and ensure uninterrupted service to the citizens of Laredo. Given that SAL Construction Management is currently working on the new 36-inch water line project, is familiar with the City's system, and had the necessary equipment readily available, the City engaged them to perform the emergency repair.

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
Approval of Motion

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	2024 Water Revenue Bond

Account #: 557-9884-535-9301
Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:
Funding is available in the Water Works Fund - 2024 Water Revenue Fund Acct. No.557-9884-535-9301 Project ID: WP2516

SAL CONSTRUCTION MANAGEMENT
P.O. BOX 8185
WESLACO, TX. 78599
TEL (956) 277-0354 * FAX (956) 277-0355

OWNER:		CITY OF LAREDO UTILITIES
	INVOICE	8260-01
	Date:	09/24/25
Job:	8260	36 INCH EMERGENCY WATERLINE REPAIR 200 BLOCK OF EAST FROST

QTY	UNIT	DESCRIPTION
1	LS	Emergency Moblization/Demoblization
1	LS	Dewater area in order to remove of vehicle that was found between a existing gas line and waterline
1	LS	Stablize area with oversize gravel in order to begin working on repairs
1	LS	Locate all existing lines and check for any other damage existing lines and services
1	LS	Repair a damage Sewer line after locating all existing lines was completed
1	LS	Access pipe that needed repair, began to cut the pipe for removal, and repaired the damaged area with new 36 inch pipe and repair clamps
1	LS	Haul of bedding material needed for the repair
1	LS	Transport of gravel, pallets of cement to expedite the backfill of the completed repair area, and leave prepared for repair of the damaged street area
1	LS	Hauled off debris and material from repair location
1	LS	Chorination of water line
1	LS	36 inch Emergency Repair Cost
		Lump Sum Amount **$249,000.00**

APPROVED BY:_____ **DATE:**_____
UTILITIES DIRECTOR

APPROVED BY:_____ **DATE:**_____
JAVIER MONTEMAYOR

APPROVED BY:_____ **DATE:** 9/24/25
PROJECT CONTRACTOR

DO NOT
ENTER

SPEED
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City of Laredo

City Council

Meeting Date: 10/20/2025 **Laredo Mass Transit Board 42.**

SUBJECT
Authorizing the City Manager to execute a three (3) year software service contract with sole-source vendor Remix Technologies, LLC, a subsidiary of VIA Transportation, Inc. in the total amount of $151,200.00. This is a purchase of a cloud-based platform for planning, simultaneous cost estimation, geospatial data analysis, and equity analysis that enable time tables, blocking, run-cutting, and rostering for bus operations. Funding is available in the El Metro Operations Fund.

PREVIOUS COUNCIL ACTION
The Transit Mass Board approved a three (3) year contract service with Remix Technologies, LLC, back on October 17, 2022.

BACKGROUND
Remix Technologies, LLC ("Remix") is a subsidiary of Via Transportation Inc. based in New York, NY. Remix was established in 2014 to empower cities to manage all aspects of transportation and create equitable, safe, and accessible communities. Remix's software was purpose-built to power public transport planning, design, scheduling, and communication worldwide. In the past seven years, the company has made a platform for the world's public transport planning system and built software products that help agencies move from planning to implementation, including transit scheduling software, infrastructure design, run-cutting, and shared mobility management capabilities.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends renewal of services to avoid operating services.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	El Metro Operations
Account #:	558-5811-583-5588
Change Order: Exceeds 25% Y/N:	n/a

FINANCIAL IMPACT:
Funding is available in the El Metro Operations account 558-5811-583-5588.

City of Laredo Sole Source Affidavit

9/16/25
Approved

Compliance with Texas Local Government Code Chapter 252.021 is not required for purchases that are available from only one source, including: An item for which competition is precluded because of a patent, copyright, secret process, or monopoly. The item is a film, manuscript, or book. The item is a utility service, including electricity, gas, or water. The item is a captive replacement part or component for equipment. The sole source exception does not apply to mainframe data processing equipment and peripheral attachments with a single-item purchase price in excess of $15,000.

1. My name is (Print Name) Mike Vaccarino
I am over the age of 18, have never been convicted of a felony and am competent to make this affidavit.
I am authorized to sign contracts for the following company or firm:

Company: Remix Technologies LLC
Address: 251 Little Falls Drive
City, State, Zip Code: , Wilmington, DE 19808
Telephone Number: (888) 501-7511
Fax Number: ( )
E-mail Address: michael.vaccarino@ridewithvia.com

2. The above-named company or firm is the sole source of the following item(s) and no other company or firm in the United States of America sells or distributes the products listed below:
Integrated fixed-route planning and scheduling software

3. Competition in providing the above-named item(s) is precluded due to:

X A patent
_____ A copyright
_____ A secret process
_____ A monopoly
_____ It is a film
_____ It is a manuscript
_____ It is a book
_____ It is a utility service, including electricity, gas, or water (does not apply to parts *used for* utility services)
_____ It is a captive replacement part or component for equipment
_____ Other circumstances provided by Texas Local Government Code 252.022 (provide details above)

4. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above-named item(s) or product(s) because of exclusive distribution or marketing rights.

5. This affidavit is valid for a period of one year, or until changed circumstances render it inaccurate, whichever occurs first.

Signature of Authorized Official	Vice President Title of Authorized Official	August 20, 2025 Date

City of Laredo Sole Source Affidavit

Approved 9/16/25

NOTARY USE ONLY

Subscribed and Sworn to before me this 2nd day of SEPTEMBER, State of NEW YORK, County of NEW YORK.

Signature of Applicant

09/02/2025

Signature of Notary Public

Purchasing Department Use ONLY

Approved ✓

Not Approved Return to Using Department _____

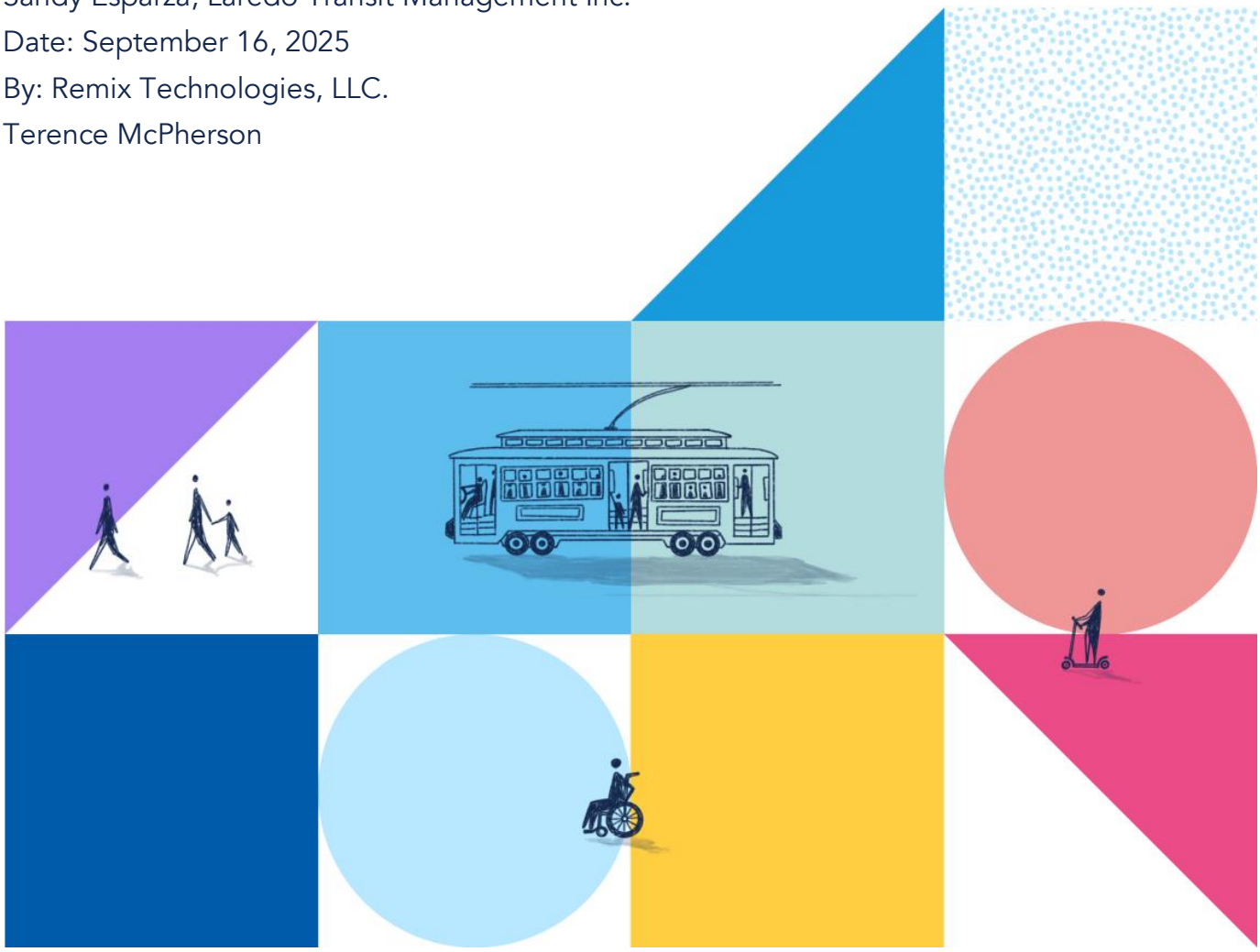
Purchasing Agent Signature

Date 9/16/25

JESSE LONG CAO
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in New York County
01CA6432373
MY COMMISSION EXPIRES 05/02/2028

Remix Proposal for Laredo Transit Management Inc.

Sandy Esparza, Laredo Transit Management Inc.
Date: September 16, 2025
By: Remix Technologies, LLC.
Terence McPherson



About Remix

Our vision is to empower cities to manage all aspects of transportation and create equitable, safe, and accessible outcomes.

Remix is the only company that brings together the complete transportation picture in a single software platform. We build products that help cities develop the best transportation outcomes for their communities. The company was founded in 2014 out of Code for America, and has partnered exclusively with government agencies since its founding.

Our technology enables you to see your data in one place, plan a holistic network, and build consensus across stakeholders. Remix focuses on technology and expertise that enables transportation professionals to do their best work through easy-to-use, visual tools to analyze and design more livable cities, where multiple modes of transportation can thrive.

Over 375 governments around the world leverage Remix's transportation platform. We bring the unique expertise of working directly with over 11,000 transportation professionals to build a cloud-based software platform that helps local governments build more livable communities. In 2021, we joined the Via Transportation, Inc. family and now have a global community of over 600 customers around the world.

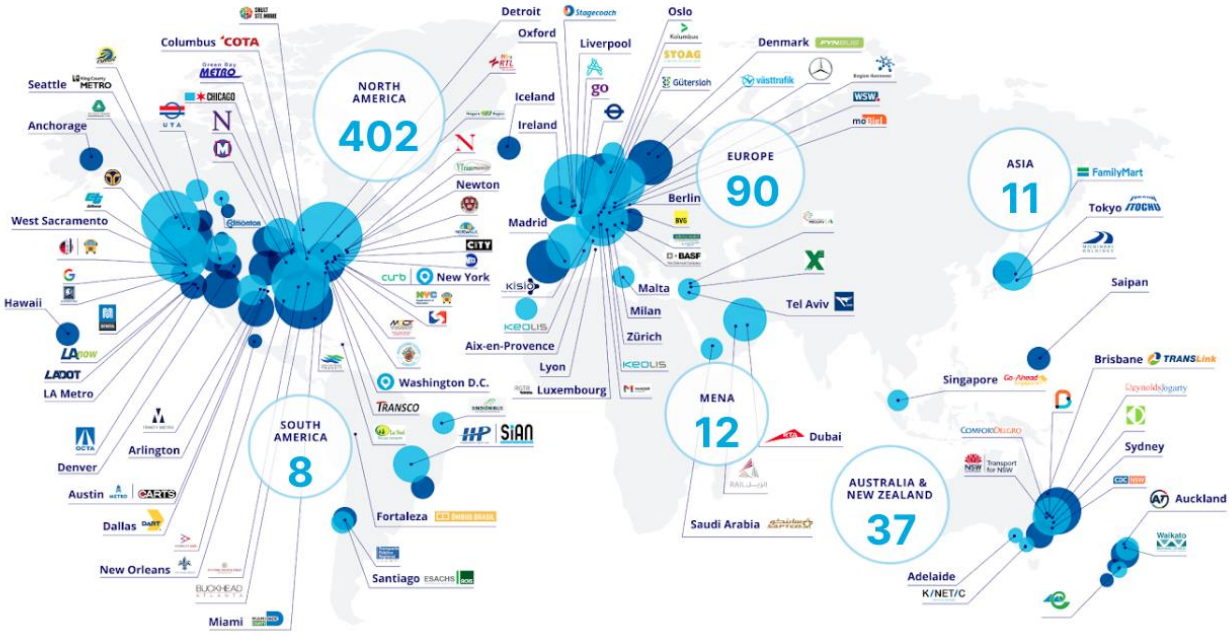
Our global footprint informs our impact

600+ cities and agencies choose Via for delivering public mobility.

600+
Partners

40
Countries

500+
Engineers



Product Overview

The core data platform enables three distinct workflows for transportation professionals and decision-makers, powered by open data and open source tools. By pulling data insights into the planning process, local governments can design better transportation networks, safer, more multimodal streets, and seamless integration between public and private transportation.

EXPLORE

Access and visualize all of your transportation data first

Gather context and explore problems through quick insights for custom-drawn and existing geographical boundaries

TRANSIT PLANNING + SCHEDULING

Plan transit from vision through implementation

Design, evaluate, and collaborate all in one place - from a small detour to a full system redesign, and everything in between. Once your plan is set, take your vision through to blocking, runcutting, and rostering.

STREET DESIGN

Design streets for the multimodal city

Explore new street design concepts, use data to inform decisions, and move your ideas forward, faster.

ON-DEMAND PLANNING

Plan an integrated network across modes

Coordinate a multimodal transportation network that fit the diversity of your community, while understanding the impacts to operational constraints.

Remix Planning Proposal for Laredo Transit Management Inc.

Prepared for Sandy Esparza, Laredo Transit Management Inc. By Terence McPherson, Remix (terence.mcpherson@ridewithvia.com).
Date: September 16, 2025

What do I get with a Remix Planning License?

A full transit planning platform for your entire agency. It's an annual subscription for unlimited users, and includes:

- Fast and accurate sketch planning using existing stop infrastructure
- Instant demographic impact analysis
- Instant cost estimates
- Customizable vehicle blocking for accurate cost estimates
- Unlimited exports (excel, shapefile, KML, frequency-based GTFS, high-resolution image)
- Unlimited custom data layers (polygon-based shapefiles)
- Unlimited GTFS uploads
- Public engagement and share features
- Travel-time isochrone visualizations
- Title VI Engine (US) - generate a service equity analysis in less than 10 minutes
- Timetables – generate and customize timepoints and segment-level runtimes
- Export timetables into excel
- Consistent and regular product improvements / feature launches
- Full Google ready GTFS creation and editing capabilities, including calendaring

Customer support?

Our Success Team brings years of transit experience and works with you to develop a customized Success Plan. Each plan has three parts:

1. **Onboarding & Training (First 60 Days):** Immediate access to the Remix platform. Immediate access to written & visual guides on Remix's Help Site. Kickoff meeting with a dedicated Partner Success Manager to understand your agency's goals. Tailored, "Remix 101", virtual training. Access to recording of training.

2. **Plan (Months 2+):** Bring your plans to life with Remix. Ongoing support through Remix's Zendesk support portal. Product webinars, office hours, and specialized training sessions available online.

3. **Measure Results (Months 6+):** Check-in with your Partner Success Manager to measure ROI, review new features, and align on future goals to ensure Remix continues to deliver value.

Technical requirements?

Remix is entirely web-based and software-as-a-service (SaaS).

- Everything is in the cloud -- no installations or downloads. Can access from anywhere.
- Every user gets a login + password
- Remix works on the latest version of Google Chrome, Microsoft Edge, and Firefox
- Agency-wide annual subscription -- no maintenance fees.

Remix Scheduling Proposal for Laredo Transit Management Inc.

Prepared for Sandy Esparza, Laredo Transit Management Inc. By Terence McPherson, Remix (terence.mcpherson@ridewithvia.com).
Date: September 16, 2025

What do I get with a Remix Scheduling License?

A full transit scheduling platform for your entire agency. It's an annual subscription for unlimited users, and includes:

- Interactive blocking to finalize vehicle assignments
- Unlimited excel reports for daily vehicle assignments, driver assignments, and roster-style bidding
- Dynamic runcutting interface for multiple schedule generation
- Optimization for peak bus count, costs, overtime, straight runs, and/or crew count
- Operator and labor-friendly schedules
- Cafeteria/roster-style bidding with intuitive and informational bid sheets for operators
- Relief-vehicle logistics
- Easy to read, detailed printable paddles for operators
- Customizable timepoints to keep operators on schedule
- GTFS export for mobile rider applications
- Integration with a variety of AVL and farebox systems, including Syncromatics, AVAIL, Double Maps, and Transdev VDS

Customer support?

Our Success Team brings years of transit experience and works with you to develop a customized Success Plan. Each plan has three parts:

1. Onboarding & Training (First 60 Days): Immediate access to the Remix platform. Immediate access to written & visual guides on Remix's Help Site. Kickoff meeting with a dedicated Partner Success Manager to understand your agency's goals. Labor rule and timetable review with dedicated Scheduling launch manager. Personalized training on all components of the Scheduling platform.
2. Schedule (Months 2+): Bring your bid to life with Remix. Ongoing support through Remix's Zendesk support portal. Product webinars, office hours, and specialized training sessions available online.
3. Measure Results (Months 6+): Check-in with your Partner Success Manager to measure ROI, review new features, and align on future goals to ensure Remix continues to deliver value.

Technical requirements?

Remix is entirely web-based and software-as-a-service (SaaS).

- Everything is in the cloud -- no installations or downloads. Can access from anywhere.
- Every user gets a login + password
- Remix works on the latest version of any browser
- Agency-wide annual subscription -- no maintenance fees.

Renewal #1
of the
Remix Services Order

Remix Technologies LLC ("*Remix*") and Laredo Transit Management Inc ("**Customer**" and together with Remix, the "*Parties*") have entered into an agreement titled Remix Services Agreement (the "*Agreement*") dated as of October 25, 2022. Upon execution of this Renewal (the "*Renewal*"), the Parties agree to the following:

1. **Renewal.** With effect from November 1, 2025 (the "*Effective Date*") the Parties hereby agree to extend the duration of the Agreement beyond its original duration from the Effective date for a period of 3 years until October 31, 2028.

2. **Price.** The Parties hereby agree to the following price structure:

Remix Transit Planning Platform License and Remix Scheduling Platform License	**Total Contract Value: $151,200 USD / 3 years based on a fixed route fleet of 29.** ➢ 2025 - 2026 o Planning: $22,400 USD per year o Scheduling: $26,500 USD per year ➢ 2026 - 2027 o Planning: $23,100 USD per year o Scheduling: $27,300 USD per year ➢ 2027 - 2028 o Planning: $23,800 USD per year o Scheduling: $28,100 USD per year Pricing valid if signed by October 31, 2025. **Includes:** ● Remix licenses for an unlimited number of users within organization. ● Software as a Service (SaaS): fully hosted, cloud-based web platform. ● Platform functionality as described in the Agreement with continuous improvements released throughout the course of the contract ● Dedicated Customer Success staff ● Premium Enterprise Support: response to requests in 3 business days
Marketing Terms	Willingness to work with Remix to develop a case study, mutually agreeable press release, ability to use Customer as a reference.
Additional Services	Customer acknowledges that additional services, such as access to Company's (including its affiliates) proprietary technology platform used to establish, monitor, operate and/or manage fixed-route and demand responsive transit networks, may be

	added to this Agreement at an additional cost during the Term.
Payment Terms	Fees invoiced annually in advance of access, payable in 30 days from the date of invoice.

3. **Conflicts, Use of Terms, Governing Law.** Capitalized terms used but not defined herein have the meanings set forth in the Agreement. Except as expressly provided herein, the terms and conditions of the Agreement remain unchanged. This Renewal will be governed by the same law as the Agreement.

REMIX TECHNOLOGIES LLC	**LAREDO TRANSIT MANAGEMENT INC**
By:	By:
Name:	Name: Dr. Victor D. Treviño
Title:	Title: Mayor
Date:	Date: 10/20/2025

Remix Billing Information	Customer Billing Information
Attn Accounts Receivable	Attn Sandy Esparza
Address 114 Fifth Avenue, Floor 17 New York, NY 10011	Address 401 Scott St., Laredo, TX 78040
Email AR@ridewithvia.com	Email sesparza@ci.laredo.tx.us
	Phone 956-795-2288 ext. 130

ATTEST:

MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

RESOLUTION NO. 2025-RT-45

AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE (3) YEAR SOFTWARE SERVICE CONTRACT WITH SOLE-SOURCE VENDOR REMIX TECHNOLOGIES, LLC, A SUBSIDIARY OF VIA TRANSPORTATION, INC. IN THE AMOUNT OF $151,200.00. THIS IS A PURCHASE OF A CLOUD-BASED PLATFORM FOR PLANNING, SIMULTANEOUS COST ESTIMATION, GEOSPATIAL DATA ANALYSIS, AND EQUITY ANALYSIS THAT ENABLE TIME TABLES, BLOCKING, RUN-CUTTING, AND ROSTERING FOR BUS OPERATIONS. FUNDING IS AVAILABLE IN THE EL METRO OPERATIONS FUND.

WHEREAS, the City of Laredo, Texas, authorizes the City Manager to purchase a three (3) year web-based software service, Remix Technologies, LLC, a subsidiary of VIA Transportation, Inc.; and

NOW THEREFORE, BE IT RESOLVED BY THE LAREDO MASS TRANSIT BOARD THAT:

Section 1. the City Manager is authorized to purchase the three (3) year software services; and

Section 2. the funds shall be encumbered in the Laredo El Metro Operations Fund.

PASSED BY THE LAREDO MASS TRANSIT BOARD AND APPROVED BY THE MAYOR ON THIS 20th **DAY OF** October **2025.**

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 10/20/2025 **Laredo Mass Transit Board 43.**

SUBJECT
Authorizing the City Manager to amend the CNG Facilities Maintenance Agreement by increasing the year amount from $150,000.00 to $243,000.00, henceforward, due to that all of the fixed route buses are now operated by compressed natural gas (CNG) fuel and the fuel stations are needing frequent maintenance. Service facilities are located at 401 Scott St and 5710 Daugherty Ave. No other amendment to the agreement. Funding is available in El Metro Operations Fund.

PREVIOUS COUNCIL ACTION
On December 2, 2024, the Laredo Mass Transit Board approved the first amendment to the agreement from $123,000.00 to $150,000.00 due to unit price increase.

BACKGROUND
This agreement provides facility maintenance to the 401 Scott St and 5710 Daugherty Ave fuel stations. The initial term of agreement; effective date of November 10, 2011, and to the end of tenth (10th) year anniversary of the effective date. This agreement has a two (2) five (5) year renewal terms. The first of the two five (5) year renewal was executed on October 5, 2021 by the Laredo Mass Transit Board, ending on September 30, 2026.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this amendment amount increase in order to continue operating public transportation.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	El Metro Operations
Account #:	558-5830-583-2030
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in El Metro Operations fund.

AMENDMENT TO CNG FACILITIES MAINTENANCE AGREEMENT

THIS AMENDMENT TO CNG FACILITIES MAINTENANCE AGREEMENT (this "Amendment"), dated as of October 20, 2025 is by and between the City of Laredo ("Laredo") and Clean Energy, a California corporation ("CNG").

Laredo and CNG are parties to that certain CNG Facilities Maintenance Agreement, dated as of November 10, 2011 (this "Agreement"). Laredo and CNG desire to amend the Agreement to update the agreement amount as provided herein. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement.

The parties hereby agree as follows:

1. Amendment(s).

(a) Increase the agreement amount from $150,000.00 to $243,000.00 for the remaining agreement years.

2. Continuing Effect; No Other Amendments. Except as expressly amended hereby, all of the terms and provisions of the Agreement are and shall remain in full force and effect. The amendments contained herein shall not constitute an amendment or waiver of any other provision of the Agreement or for any purpose except as expressly set forth herein. All references to this "Agreement" in the Agreement shall be deemed to refer to the Agreement as amended hereby.

The parties hereto have caused this Amendment to be executed by their respective duly authorized representatives as of the day and year first above written.

City of Laredo	Clean Energy
By:_____	By:_____
Name: Dr. Victor D. Treviño	Name:_____
Title: Mayor	Title:_____

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

RESOLUTION NO. 2025-RT-46

AUTHORIZING THE CITY MANAGER TO AMEND THE CNG FACILITIES MAINTENANCE AGREEMENT BY INCREASING THE YEAR AMOUNT FROM $150,000.00 TO $243,000.00, HENCEFORWARD, DUE TO THAT ALL OF THE FIXED ROUTE BUSES ARE NOW OPERATED BY COMPRESSED NATURAL GAS (CNG) FUEL AND THE FUEL STATIONS ARE NEEDING FREQUENT MAINTENANCE. SERVICE FACILITIES ARE LOCATED AT 401 SCOTT ST. AND 5710 DAUGHERTY AVE. NO OTHER AMENDMENT TO THE AGREEMENT. FUNDING IS AVAILABLE IN THE EL METRO OPERATIONS FUND.

WHEREAS, the City of Laredo, Texas, authorizes the City Manager to amend the CNG Facilities Maintenance Agreement; and

NOW THEREFORE, BE IT RESOLVED BY THE LAREDO MASS TRANSIT BOARD THAT:

Section 1. the City Manager is authorized to execute all needed documentation; and

Section 2. the funds shall be encumbered in the Laredo El Metro Operations Fund.

PASSED BY THE LAREDO MASS TRANSIT BOARD AND APPROVED BY THE MAYOR ON THIS 20th **DAY OF** October **2025.**

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 10/20/2025 **Laredo Mass Transit Board 44.**

SUBJECT
Consideration to award contract FY25-086 to the lowest responsive, responsible bidder Arguindegui Oil Co. LTD, FY25-086 in an annual amount of $97,523.50 for a total contract value of $487,617.50 to Arguindegui Oil Co. LTD, Laredo, TX for the purchase of motor oil and lubricants for the Laredo Transit Management. The term of this contract is for two (2) years beginning the date of its execution with three (3) additional one (1) year renewal periods upon mutual agreement of both parties. Funding is available in the El Metro Operations Fund.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The City of Laredo - Laredo Transit Management issued out invitations for bids through Cit-E-Bid and received three (3) bids for the purchase of motor oil and lubricants. The award is given to the lowest bidder.

The following are the three bids submitted:
1. Arguindegui Oil Co. II, Ltd. From Laredo, TX - $97,523.50.
2. Hollon Oil Company from Weslaco, TX - $110,826.50.
3. Safety-Kleen Systems, Inc. from Norwell, MA - $134,000.00.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this contract in order to continue El Metro bus operations.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	El Metro Operations
Account #:	Several accounts
Change Order: Exceeds 25% Y/N:	n/a

FINANCIAL IMPACT:
Funding is available in the following accounts:
Fixed Route Oil & Lubricants 558-5811-582-6660 and

Paratransit Oil & Lubricants 558-5812-582-6660.

Event Number	FY25-086 Motor Oil & Lubricants	**Organization**	City of Laredo Purchasing
Event Title	Motor Oil and Lubricants “El Metro” – Lared	**Workgroup**	City of Laredo Purchasing
Event Description	Bidders are strongly encouraged to submit t	**Event Owner**	Patricia Perez
Event Type	IFB	**Email**	pperez@ci.laredo.tx.us
Issue Date	8/26/2025 08:00:02 AM (CT)	**Phone**	(956) 794-1737
Close Date	9/16/2025 05:00:00 PM (CT)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Schaeffer Manufacturing Compa	St. Louis	MO	9/16/2025 02:28:48 PM (CT)	1	$0.00
Gonzalez Auto Parts (Laredo Go	Laredo	TX	9/16/2025 03:56:52 PM (CT)	4	$94,108.00
Arguindegui Oil Co. II, Ltd	Laredo	TX	9/10/2025 09:41:23 AM (CT)	5	$97,523.50
HOLLON OIL COMPANY	Weslaco	TX	8/28/2025 04:01:47 PM (CT)	5	$110,826.50
Safety-Kleen Systems Inc. (Therr	Norwell	MA	9/16/2025 10:06:45 AM (CT)	5	$134,000.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

FY25-086 Motor Oil & Lubricants
Arguindegui Oil Co. II, Ltd
Supplier Response

Event Information

Number:	FY25-086 Motor Oil & Lubricants
Title:	Motor Oil and Lubricants “El Metro” – Laredo Transit Management
Type:	Invitation For Bid
Issue Date:	8/26/2025
Deadline:	9/16/2025 05:00 PM (CT)
Notes:	Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

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

Contact Information

Contact: Patricia Perez
Address: Financial Services
Public Works
5512 Thomas Ave
Laredo, TX 78041
Phone: (956) 794-1737 x1737
Email: pperez@ci.laredo.tx.us

Arguindegui Oil Co. II, Ltd Information

Contact: Beto Lopez
Address: 6551 Star Ct
Laredo, TX 78041
Phone: (956) 722-5251
Fax: (956) 727-7636
Toll Free: (800) 722-5251
Email: beto.lopez@argpetro.com

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

Beto Lopez
Signature

beto.lopez@argpetro.com
Email

Submitted at 9/10/2025 09:41:23 AM (CT)

Requested Attachments

Conflict of Interest Questionnaire Form — CIQ.pdf

Must be submitted as part of your bid

Certificate of Interested Parties Form 1295 — 1295.pdf

Form 1295 must be submitted upon award of bid.

Non-Collusive Affidavit Form — Affidavit.pdf

Form must be notarized and submitted as part of your bid.

Attachment B LMTI Document - Required Signature — LTMI Certs.pdf

Bid Attributes

1	**Laredo Transit Management Inc Purchasing and Procurement Policy with FTA clauses** I have read Laredo Transit Management Inc Purchasing and Procurement Policy with FTA (LTMI) clauses and agree to follow any terms and procedures required by this Policy. ☑ I acknowledge LTMI
2	**Addendum** The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete. **Important Notice:** • Addendum notifications will be sent to the email address associated with each submission. • It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged. • Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete. ☑ Acknowledge

3	**Request for Quote - Award by Total** This request for quote will be awarded by total to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. ☑ Item Total

4	**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 requests additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. **1.0 PREPARATION OF BIDS** Bids will be prepared in accordance with the following: (a) All information required by the bid form shall be furnished. 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. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid. (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 Jaime Zapata 5512, Thomas Ave, Laredo, TX 78041; email: jezapata@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. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.
8.0 BIDDER DISCOUNTS
(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.
9.0 INTENT OF CONTRACT
a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.
10.0 AWARD OF CONTRACT
(a) This contract will be awarded 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 it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign 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.
4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

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

13.0 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

5 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 occurence 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.

NON-CONSTRUCTION BIDS:

Insurance Requirements

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

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

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

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

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer

must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

CONSTRUCTION BIDS:

INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(i) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

(k) 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.

(l) 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. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(m) 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.

(n) 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 a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
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, Builders Risk, and all liability policies. 13. 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.
4. 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.
5. 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.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

8. 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.

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(p) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

☑ I agree my insurance meets minumum requirements

6 Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.”

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

☑ I certify to the terms and conditions

7	**Contract Requirements**

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

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

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section

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

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

9 **Questionnaire Description**

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

10 **Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid**

ARG Petro , Beto Lopez-Pricing Manager 956-722-5251 ext 46

11 **State how long under has the business been in its present business name**

83 years

12 **If applicable, list all other names under which the Business identified above operated in the last five years**

Arguindegui Oil Co. II, Ltd

13 **State if the Company is a certified minority business enterprise**

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

14 **Questions Part 1**

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

1. No 2. No 3. No 4. No 5.No

15 **Questions Part 2**

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

No

16 **State if the Company is a certified minority business enterprise**

Historically Underutilized Business (HUB)

17 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

18 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

19 **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

20 **Disclosure Form**

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

21 **This is a**

New Submission

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

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Beto Lopez

23 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

FY25-086 Motor Oil & Lubricants – Laredo Transit Management

24 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

ARG Petro

25 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

26 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

n/a

27 **Question 5. List any individuals or entities that will be subcontractors on this contract**

Not Applicable

28 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

No response

29 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

30 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

31 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

32 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

33 **Updates on contributions required**

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

34	**Question 8. Disclosure of Conflict of Interest** Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? I am not aware of any conflict of interest
35	**8. Disclosure of Conflict of Interest** If you selected I am aware of conflict of interest is question 8, please list them in this section. *No response*
36	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☑ I have read and understand this section
37	**Question 10. No Contact with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section
38	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised
39	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Beto Lopez Pricing Manager ARG Petro 09/09/2025
40	**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

Bid Lines

1 Notice is hereby given that the City of Laredo/Laredo Transit Management Inc. are now accepting formal bids, for the purchase of Motor Oil & Lubricants . Bidders should read the specifications carefully.

See Attachment Tab for more Bid Specifications.

Item Notes: Price shall be FOB and include freight, delivery and any other costs associated with supplying these items.

2 Motor Oil
Multi-grade 15W40
Category CJ4 diesel engine oil for low emission engines,
oils similar to: Chevron LE 15W40 / Fleet EC 15W40/ Chevron 15W40.

Price shall include freight, delivery and another other cost associated with delivering this product.

Quantity: 5000 UOM: Gallons (Bulk) Price: $7.40 Total: $37,000.00

Item Notes: Include in supplier notes the brand being offered.

3 Diesel Exhaust Fluid
Urea concentration 32.5% +/-0.7%
ISO 22241 compliant

Price shall include freight, delivery and another other cost associated with delivering this product.

Quantity: 100 UOM: 55 Gallon Drums Price: $154.58 Total: $15,458.00

Item Notes: Include in supplier notes the brand being offered.

4 Coolant (Green)
Antifreeze 50/50 Green
Virgin Ethylene Glycol Coolant.
Meets or exceeds ASTM D4985, D3306, D6210, ASTM D5345, D4656.

Price shall include freight, delivery and another other cost associated with delivering this product.

Quantity: 50 UOM: 55 Gallon Drums Price: $247.50 Total: $12,375.00

Item Notes: Include in supplier notes the brand being offered.

5 Coolant 100%
Coolant Plus Full Strength 100% Green ASTM D4985, D3306, D6210, Cummins CES 14603.

Price shall include freight, delivery and another other cost associated with delivering this product.

Quantity: 50 UOM: 55 Gallon Drums Price: $312.81 Total: $15,640.50

Item Notes: Include in supplier notes the brand being offered.

6 Coolant (Red)
Antifreeze ELC Red
Ethylene Glycol % wt or % vol 94-6

Price shall include freight, delivery and another other cost associated with delivering this product.

Quantity: 50 UOM: 55 Gallon Drums Price: $341.00 Total: $17,050.00

Item Notes: Include in supplier notes the brand being offered.

Response Total: $97,523.50

City of Laredo

City Council

Meeting Date: 10/20/2025 **Council Item 45.**

City of Laredo

City Council

Meeting Date: 10/20/2025 **Council Item 46.**

City of Laredo

City Council

Meeting Date: 10/20/2025 **Council Item 47.**

City of Laredo

City Council

Meeting Date: 10/20/2025 **Council Item 48.**

City of Laredo

City Council

Meeting Date: 10/20/2025 **Council Item 49.**

City of Laredo

City Council

Meeting Date: 10/20/2025 **Council Item 50.**

City of Laredo

City Council

Meeting Date: 10/20/2025 **Council Item 51.**

City of Laredo

City Council

Meeting Date: 10/20/2025 **Council Item 52.**

City of Laredo

City Council

Meeting Date: 10/20/2025 **Council Item 53.**

City of Laredo

City Council

Meeting Date: 10/20/2025 **Council Item 54.**

City of Laredo

City Council

Meeting Date: 10/20/2025 **Council Item 55.**

City of Laredo

City Council

Meeting Date: 10/20/2025 **Council Item 56.**

MERCADITO AZTECA

Feasibility Study for Mercadito Azteca

Prepared by Susie Marshall
of GROW North Texas

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Thank you to La Azteca community and City Makery of Laredo for the opportunity to work on this project. Also, thanks to the guidance and experience of Mark Winne of Winne Associates. Thank you to Katie Plohocky of RG Grocers in Tulsa for the layout and financials

development. Many thanks to the City of Laredo and Laredo Councilwoman Alyssa Cigarroa. Funding for the project was received from Methodist Health Ministries in San Antonio.

Executive Summary

The Azteca neighborhood in Laredo, Texas is listed on the National Register of Historic Neighborhoods and retains much of its historic feel. The neighborhood also struggles with access to adequate food as it is cut off from easy access to other parts of the city. Through coalition building, Azteca residents have voiced their desires for their neighborhood. The following report summarizes the second meeting of the Azteca coalition discussing the priorities of a food center for the neighborhood as well as the feasibility of a food store, or mercadito, that will provide walkable access to fresh foods and other household needs with the added benefit of a food garden for modest production and learning. Because of the nature of the Azteca neighborhood and the involvement of its residents in this process, a mercadito micro-grocery has a solid opportunity for success, assuming support from an existing nonprofit and the city of Laredo, with the success outlook improved if additional outside start-up funding is secured. Mercadito Azteca would enhance the neighborhood and potentially improve the health and well-being of its residents.

Introduction

While food insecurity is an issue for 5.3 million Texans[1], grocery store access is sometimes as concerning an issue. Webb County, Texas, where Laredo is located, ranks in the 6% percentile of all counties in the in United States, meaning that 94% of counties have better grocery access than Webb County[2]. Moving further into Laredo statistics, the historic neighborhood of La Azteca is located in Census Tract 3 of Webb County. La Azteca has worse grocery access that 99% of all of other counties[3].

El Azteca Historic District Boundaries

When observing the location of La Azteca, the neighborhood is obviously cut off from easy access to the wider city. This historic neighborhood dates back to the 18th century with some buildings dating back to the 1870's still existing. The neighborhood is designated on the National Register of Historic Places and still holds its historic feel with narrow roads buildings close to the street. The Azteca neighborhood has long struggled with adequate access to a full grocery store and fresh foods.

[1] Feeding Texas https://www.feedingtexas.org/learn-about-hunger/hunger-in-texas/
[2] Grocery Gap Atlas, Webb Co, TX https://grocerygapatlas.rafiusa.org/county/48479
[3] Grocery Gap Atlas, Census tract 3, https://grocerygapatlas.rafiusa.org/tract/48479000300

The residents of this historic barrio, however, took advantage of opportunities to voice their opinions and needs regarding food needs. With the support of City Makery, coalitions of Azteca residents have met and developed their desires for the neighborhood. The following report information is a combination of those needs and opinions and recommendations based on industry guidance, consultant experience, and general recommendations for developing Mercadito Azteca to meet the food needs of this specific neighborhood.

Community Voice

The initial coalition meeting agreed that the Azteca Neighborhood needs a place to

- Buy healthy food
- Prepare healthy food
- Grow healthy food, and
- Come together as a community

A second formation of the coalition made up of 13 community members and 6 additional community leaders came together in December 2024 to refine the composition for the Azteca Food Center with the help of consultants Mark Winne and Susie Marshall. What emerged was the strong desire for a food store – Mercadito Azteca, a micro-grocery to meet the specific needs of the neighborhood.

Based on conversation with community members, Mercadito Azteca would sell a range of groceries and a limited selection of nonfood products. The Coalition indicated desire to purchase the following products:

- Fruits and vegetables appropriate to culture and chemical free where possible
- Meat/protein with preference to fresh but frozen is acceptable
- Dairy with organic options
- Flour including masa/maize and whole wheat
- Beans, grains, nuts and seeds
- Spices preferring fresh over dried
- Bread with preference to healthy options, no pan dulce; tortillas -corn and flour
- Canned vegetables, low salt or canned in-house with no additives
- Oils and baking goods including lard
- Frozen foods
- Healthy beverages and snacks

- Other nonfood items including paper goods, personal care, cleaning supplied, and first aid

The community also expressed a desire to have a place to get a cup of coffee or tea and talk with neighbors. This option seemed to take precedent over a community meeting room. Thus, proposed floor plans include this option. Subsequently, in a later conversation with City of Laredo staff, they were willing to waive any parking requirements for a food store but not a location that included a community meeting space.[4]

The Location

The City of Laredo has offered the building at 14 Iturbide for the mercadito and offered to complete the initial renovations to make the building useable. The following recommendations are based on this location.

The building is in need of updated utilities, a new roof, and general refurbishment. The space, however, can accommodate a micro-grocery that with neighborhood support can support itself.

Two proposed store layouts are included in Appendix C. One version requires some wall removal while the other would require more reworking of the space inside, but provides for more options for café tables where neighbors could have tea or coffee and talk for a while.

Another option for conversation areas would be on the front porch which would remain relatively cool. Adding a sun sail out from the building would increase the available shade and gathering space. This would also facilitate onsite garden education.

Customers and Revenue

Azteca Mercadito would primarily serve an estimated 451 households within the Barrio Azteca Historic District. Median family income is $22,000 annually with 63.2% living below the poverty line. Nearly 100% of the neighborhood population is Hispanic.

Terminology for Revenue Assumptions:

- Archetype: a generalization about types of households and their grocery purchasing habits

[4] In-person meeting in Laredo with consultant and city personnel on January 31, 2025.

- Weekly spend: the amount of money a household spends each week on grocery shopping. This amount varies by the general archetypes.

- Market capture: the percentage of a households money that is expected to be spent at a particular store. It is assumed that no family spends all of the grocery budget in one store.

- Percentage of market: the percentage of an archetype present in the identified population

Areas of low food access, sometimes called food deserts, generally have four customer archetypes: single parent, adult couple, elderly and family households.

This chart below shows the percentage the Azteca neighborhood that is classified in each archetype. These are grocery industry standards and may not be completely true for the neighborhood.

Archetype	Single Parent	Adult Couple	Elderly	Family Household
% of Market	39%	7%	4%	50%
Grocery Spend	$135.00/wk	$120/wk	$95/wk	$170+/wk
Important Characteristics	Depend on SNAP/WIC	Fresh local products 32% of this type	Likes senior hours	Ability to get 80% of needs at one store

Grocery industry assumptions would say that 11% of the households (market capture) will spend 25% of their weekly spend at Mercadito Azteca. Because we believe that more residents will shop at the mercadito, the chart below shows revenue based on 25% of neighborhood households shopping weekly (market capture) and spending the expected 25% of their weekly spend.

With an estimated 451 households, 25% of the neighborhood households is an average of 113 weekly shoppers. This total is further broken down by archetype to show a 25% market capture of their weekly spend. The chart below shows a 25% market capture and 25% of weekly spend.

Market Capture	% of Customers	# of Shoppers @ 25% of total	Weekly Spend	Total Weekly Potential	25% of Total Weekly Potential
Single parent	39	84	$135.00	$11,350.00	$2835.00
Adult couple	7	8	$120.00	$960.00	$240.00
Elderly	4	5	$95.00	$475.00	$118.75

Family Household	50	57	$200.00	$11,400.00	$2,850.00
				Estimated Weekly Revenue:	$6,043.75
				Estimated Annual Revenue:	$314,275.00

The reality for Mercadito Azteca is that this higher percentage of residents may shop regularly at the store because of the lack of access to other grocery outlets; thus, improving the likelihood of success for the mercadito. If only 11% of residents were to shop at the mercadito, then weekly revenue would be $2,058.75 and $107,055 annually, making success of the store much more difficult.

Please see the additional explanation of financial assumptions in Appendix A.

Store Management & Operations

The recommendation is that an existing nonprofit organization manage the store, employing staff and overseeing all operations. Laredo Center for Urban Agriculture and Sustainability (LCUAS) is a likely candidate because of its existing mission and association with the Azteca neighborhood and related coalitions. LCUAS would be perfectly positioned to also manage the garden portion of the project.

Community Advisory Board: While the daily operations and staffing of the mercadito would be managed by a nonprofit entity, the community members expressed a very strong desire to maintain a voice in what products are offered, hours of the store, and other amenities. A community advisory board with regular input would serve this purpose.

Additional staffing needs will depend on the number of hours open per week. In general practice, having two people in the store at all times would be best for security purposes. However, one person can run operations easily during the day.

Staffing Recommendations:

- Store Manager – full-time (36-40 hrs per week), employed by the nonprofit overseeing the project.
    - Recommended salary: $52,000 annually, based on available data from Laredo jobs data
    - Hiring someone with management experience is ideal, but retail store experience is likely more important.
- Store Staff – part-time (10-15 hrs per week)
    - Recommended hourly pay $12-15

- Paying a good wage will entice someone with retail experience as well as support the employee staying long-term

Store Hours:
The number of hours the store is open can be adapted based on when the neighborhood will shop. It is likely that being open 6-7 days per week will not be necessary. Being open only a few days of the week will help curb staff costs, but will make managing produce and other product freshness more difficult. Financial assumption are based on the potential revenue dollars more than the number of hours the mercadito is open.

Appendix B contains sample job descriptions for the Mercadito Manager and Mercadito Assistant.

Start-Up Costs

The costs below are for the equipment, fixtures, and supplies for store operations with needed back stock.

Overview:

Refrigeration	$25,083.00
Shelving & Office Furniture	$ 5,546.11
Office & Front of Shop	$ 5,830.99
Kitchen	$ 2,960.00
Total:	$39,735.10

Refrigeration:

Location	Description	Price	Vendor
Back Room	2-door glass Merchandiser	$ 2,277.00	Nafcool
Back Room	2 -door glass door freezer	$ 5,200.00	Nafcool
Back Room	2-door commerial refrigerator	$ 2,477.00	Nafcool
Main Store-Produce	Open Air Merchandiser	$ 3,180.00	Nafcool
Main Store-Grab Go	Open Air Merchandiser	$ 3,799.00	Nafcool

Main store	3 door glass merchandiser	$ 2,950.00	Nafcool
Main Store	2 door glass door freezer	$ 5,200.00	Nafcool
		$ 25,083.00	

More about Nafcool: This company was chosen because the refrigeration used is hydrocarbon based and better for the environment. Other equipment supply options are Webstaurant Store and Iron Mountain Refrigeration, who both have quality, comparably priced units.

Shelving & Office Furniture

Main Store	Checkout counter	$ 1,747.00	DGS Retail
Main store	Food Counter	$ 770.00	Lakiq
Main store	Shelving - narrow (2)	$ 1,073.46	DGS Retail
	Shelving - wide (1)	$ 1,305.65	DGS Retail
Back Room	Industrial Shelves	$ 200.00	Sam's
Back Room	Industrial Shelves	$ 200.00	Sam's
Back Room	Desk	$ 200.00	
Back Room	Chair	$ 50.00	
		$ 5,546.11	

The shelving chosen is metal, requested by the coalition, and available able in both black and beige colors. The dimensions and quantity reflect the shelving needs of Layout 1.

Office & Front of Shop

Point of Sale Square Retail	$ 1,900.00	SquareUP
Produce scale	$ 192.00	Tor Rey brand
Safe	$ 50.00	Amazon
Security Cameras	$ 1,000.00	
Computer	$ 2,000.00	
Music Speaker	$ 100.00	
Store Phone		

Printer Epson	$ 399.00	Epson
Microwave	$ 50.00	Home Depot
Coffee Machine	$ 119.99	Home Depot
Tea making	$ 20.00	Home Depot
	$ 5,830.99	

Kitchen

Stainless Steel work tabels	$ 490.00	Webstaurant Store
4 burner gas range & oven w/ griddle	$ 1,480.00	Webstaurant Store
Triple sink	$ 680.00	Webstaurant Store
Wire storage rack 12x24	$ 93.00	Webstaurant Store
Handwash sink	$ 217.00	Webstaurant Store
	$ 2,960.00	

This equipment is what could be used for a kitchen that does handle food preparation. By removing the range/oven, the kitchen will become a prep kitchen that can accommodate classes or simple catering activities that do not require cooking or baking.

Additional Costs

- $10,000 - Initial Inventory – funds to purchase products to fill the store
- $2,500 – Liability Insurance
- $1,000 – General supplies for the store – bags, price gun, etc
- $1,500 – Marketing costs
- $78,200 – 1st year salaries – this is the ideal amount to start with to know that staff wages are secure for the initial 12 months. Starting with less than this amount is feasible as well. This amount includes the mercadito manager and 1 part-time staff person, plus 15% for payroll taxes.

Total Start-Up Costs: $132,935.10

Adding the Garden

The Iturbide property contains adequate space for a food garden that could provide a space for education as well as fruit and vegetable production for the store. Making the garden a second phase, or funded separately is an option. The garden, though, would dovetail with LCAUS' work around local food production. Many options with many cost options, both expensive and economical are available to utilize.

Ideally, metal raised beds are used to provide accessibility to those with mobility issues. Metal beds are more expensive, but last many more years without maintenance. Designs for wood beds can be simple and inexpensive. One such example utilizes concrete retaining wall corner blocks like these.

In ground beds are of course an option, but the soil at the Iturbide location contains rock or remnants of a previous building. Raised beds of some kind will provide containment for new planting soil while the soil underneath is rehabbed through sustainable growing methods.

Mercadito Financials

The financials below assume that the start-up costs are funded via revenue versus having grant or similar funding for start-up. The revenue numbers are generally based on the revenue model presented in the **Customers and Revenue** section above.

Annual Projections Years 1-5:

	FY 1	FY 2	FY 3	FY 4	FY 5
Revenues					
In Store	$216,000	$253,368	$297,201	$348,616	$408,927
Total Revenues	**$216,000**	**$253,368**	**$297,201**	**$348,616**	**$408,927**
Expenses & Costs					
Cost of goods sold	$151,200	$177,358	$208,040	$244,031	$286,249
Lease	$0	$0	$0	$0	$0
Marketing	$500	$500	$500	$500	$500
Salaries	$68,000	$68,000	$74,970	$78,719	$82,654
Delivery van expenses	$0	$0	$0	$0	$0
Initial marketing expenditure	$4,700	$0	$0	$0	$0
Total Expenses & Costs	**$224,400**	**$245,858**	**$283,510**	**$323,250**	**$369,403**
EBITDA	($8,400)	$7,510	$13,690	$25,366	$39,524

Depreciation		$8,720	$8,720	$8,720	$8,720	$8,720
EBIT		**($17,120)**	**($1,210)**	**$4,970**	**$16,646**	**$30,804**
Interest		$0	$0	$0	$0	$0
PRETAX INCOME		**($17,120)**	**($1,210)**	**$4,970**	**$16,646**	**$30,804**
Net Operating Loss		($17,120)	($18,330)	($18,330)	($13,359)	$0
Use of Net Operating Loss		$0	$0	$4,970	$13,359	$0
Taxable Income		$0	$0	$0	$3,287	$30,804
Income Tax Expense		$0	$0	$0	$0	$0
NET INCOME		**($17,120)**	**($1,210)**	**$4,970**	**$16,646**	**$30,804**
Net Profit Margin (%)		-	-	1.7%	4.8%	7.5%

EBITDA = Earnings before interest, taxes, depreciation, and amortization
EBIT = Earnings before interest and taxes

Year 1 Cash Flow Projections:

Cash Flow Projections					
Quarterly					
		FY 1			
		Q1 FY1	Q2 FY1	Q3 FY1	Q4 FY1
CASH FLOW FROM OPERATIONS					
Net Income (Loss)		($6,274)	($6,274)	($6,274)	($6,274)
Change in working capital		$0	$0	$0	$0
Depreciation		$2,180	$2,180	$2,180	$2,180
Net Cash Flow from Operations		**($4,094)**	**($4,094)**	**($4,094)**	**($4,094)**
CASH FLOW FROM INVESTMENTS					
Investment		($58,259)	$0	$0	$0
Net Cash Flow from Investments		**($58,259)**	**$0**	**$0**	**$0**
CASH FLOW FROM FINANCING					
Cash from equity		$0	$0	$0	$0
Cash from debt		$132,935	$0	$0	($26,587)
Net Cash Flow from Financing		**$132,935**	**$0**	**$0**	**($26,587)**
Net Cash Flow		**$70,582**	**($4,094)**	**($4,094)**	**($30,681)**
Cash at Beginning of Period		$0	$70,582	$66,488	$62,394
Cash at End of Period		**$70,582**	**$66,488**	**$62,394**	**$31,713**

Obviously, if funds are obtained for all or part of the initial start-up costs, the mercadito will be profitably more quickly.

Summary

As previously stated, Mercadito Azteca is feasible based on the neighborhood characteristics, the food needs, and the involvement of the residents. Not unreasonably, outside support for initial start-up will be needed for the mercadito to be financially successful in breaking even

or even making a profit. The Mercadito also has the role of being a community connector, a place of seeing neighbors and learning more about healthy food.

Appendix A – Meeting Agenda and Attendance – Dec. 7, 2024

Agenda:

- Welcome
- Why we're here
  - Opener - Tell us about your favorite place you have ever bought food
- Discuss the Food Center
  - Components – what is important?
  - Options – what should it look like?
  - Priorities – what is most important
  - Governance – how will it be managed

Facilitators: Susie Marshall and Mark Winne

Meeting Attendance - Residents had the primary voice with guests supporting facilitation and listening.

Residents	Guests
Brian Perez	Emily Altgelt
Amanda Esoler	Viviana Frank
Maria Landeros	Mark Winne
Maria Campos	Susie Marshall
Marcelino Campos	Roque Haynes
Maria Vasquez	Luis Moreno
Mariana Salinas	Maria Flores
Lesly Montemayor	Alyssa Cigarroa
Margarita Puentes	
Maria Lopez	
Jose Lopez	
Celia Martinez	
Dolores Martinez	

Appendix B- Explanation of Customers and Revenue Assumptions

The Azteca neighborhood is located in Block Group 1, Census Tract 3 in Laredo. From information online that area has 451 households.

Industry standards say that there are 4 types of households referred to archetypes: family household, single parent, adult couple, and elderly. Each archetype makes up a certain percentage of the total and each tends to spend a certain amount on groceries in a week.

	Single Parent	Adult Couple	Elderly	Family HH
% of Total	39%	7%	4%	50%
Grocery Spend	$135.00/wk	$95/wk	$88/wk	$170+/wk

The industry standard for grocery is that 11% of households in the store's target area will shop there.

If Azteca has 294 households, then

	Single Parent	Adult Couple	Elderly	Family HH
% of Total	39%	7%	4%	50%
# households in Azteca in archetype	115	20	12	147

If the industry assumes 11% of the households shop at a particular store then,

	Single Parent	Adult Couple	Elderly	Family HH
# households in Azteca	176	32	18	225
11% of households shopping	113	4	2	25

THEN, industry assumes that those 11% will spend 25% of their food dollars at a particular store, so

Column A	Column B	Column C	Column D	Column E	Column F

Market Capture	% of Total Customers	# Household @11% of total	Avg Weekly Spend	Total Weekly Potential	25% of Total Weekly Potential
Single parent	39	19	$135.00	$2,565.00	$641.25
Adult couple	7	4	$120.00	$480.00	$120.00
Elderly	4	2	$95.00	$190.00	$47.50
Family Household	50	25	$200.00	$5,000.00	$1,250.00
			Estimated Weekly Revenue:		$2,058.75
				Annual (52 weeks)	$107,055.00

- Column C = 11% of Column B
- Column E = Column C x Column D – this is the total amount the 11% of each customer archetype could spend if they spent 100% of their grocery dollars at the mercadito in a week.
- Column F = Column D x 25% - this amount is the expected 25% of the total weekly grocery spend for each customer archetype. This would be the expected revenue at industry standards.

If we assume that because of the lack of other easy grocery access a higher percentage (25%) of the households will shop at the mercadito, then the numbers look like this:

Column A	Column B	Column C	Column D	Column E	Column F
Market Capture	% of Total Customers	# of Shoppers @25% of total	Weekly Spend	Total Weekly Potential	25% of Total Weekly Potential
Single parent	39	84	$135.00	$11,340.00	$2,835.00
Adult couple	7	8	$120.00	$960.00	$240.00
Elderly	4	5	$95.00	$475.00	$118.75
Family Household	50	57	$200.00	$11,400.00	$2,850.00
			Estimated Weekly Revenue:		$6,043.75
				Annual (52 weeks)	$314,275.00

- Column C = 25% of Column B
- Column E = Column C x Column D – this is the total amount the 25% of each customer archetype could spend if they spent 100% of their grocery dollars at the mercadito in a week.

- Column F = Column D x 25% - this amount is the expected 25% of the total weekly grocery spend for each customer archetype. This would be the expected revenue IF 25% of households instead of 11% shop at the mercadito.

Appendix B – Sample Job Descriptions

These job descriptions were created for GROW North Texas' store that operated at the Dallas Farmers Market from 2015-2023.

Sample: Store Manager – Market Provisions

Market Provisions Co a micro-grocery concept that offers local produce and handmade products. Everything from milk to popcorn to laundry soap. We source most of our products from local farmers, artisan food producers, and other artisanal product makers. Other products are from around the state or high quality, recognized brands. As part of the non-profit GROW North Texas, all of our proceeds go towards programs that increase food production and food access.

The Market Provisions Store Manager is a key members of the Market Provisions team who assists customers and operates the store as well as supporting some of the management of store operations

Shop Manager expectations:

- Strong customer service skills
- Attention to detail, including prompt arrival for work
- Retail experience preferred
- Interest in and value of local and high quality food and other products
- Willingness to learn information about products in the shop
- Functions as part of the team
- Proficiency navigating basic technology needed
- Takes initiative to see what needs to be done

Shop Manager Duties:

- Complete daily duties of opening, closing, and operating the store as outlined in SOP's
- Provide excellent customer service
- Manage inventory
    - Assure items are priced properly
    - Assure inventory levels are being maintained

    - Order items as needed
- Assure that invoices are managed through the proper procedures
- Enter all invoices in Quickbooks
- Assign tasks to Shop Assistants as needed

Physical demands:

- Must be able to lift 20 lbs
- Able to move around the shop to assist customers and stock shelves
- Must be able to stand for work shift

Work Environment:

As part of the nonprofit GROW North Texas, Market Provisions is on the leading edge of the local food movement in Dallas. Our team is diverse in background and skills. We are relaxed in some ways but have high expectations for the quality of our work. We think like a nonprofit and function as a business. We have a lot of fun and work hard.

Work Location:

- Dallas Farmers Market – 920 S. Harwood, suite 162, Dallas, 75201

Work Commitment:

- Full-time position – 36-40 hours per week
- Shop hours 10a-6pm, Sunday through Friday, 9am-6pm on Saturday
- Salary range _____

For more information or to submit a resume, please contact _____

Sample

Store Assistant – Market Provisions

Market Provisions Co a micro-grocery concept that offers local produce and handmade products. Everything from milk to popcorn to laundry soap. We source most of our products from local farmers, artisan food producers, and other artisanal product makers. Other products are from around the state or high quality, recognized brands. As part of the non-profit GROW North Texas, all of our proceeds go towards programs that increase food production and food access.

Our Shop Assistants are key members of the Market Provisions team who manage daily operations, assist customers, and maintain products in the shop.

Shop Assistant expectations:

- Strong customer service skills
- Attention to detail, including prompt arrival for work
- Retail experience preferred
- Interest in and value of local and high quality food and other products
- Willingness to learn information about products in the shop
- Functions as part of the team
- Proficiency navigating basic technology needed
- Takes initiative to see what needs to be done

Shop Assistant Duties:

- Complete daily duties of opening, closing, and operating the store as outlined in SOP's
- Complete any tasks assigned by Manager or Executive Director for your shift
- Provide excellent customer service
- Accurately complete sales transactions
- Assure that shelves are stocked and products are appropriately managed
- Manage incoming product deliveries as outlined in SOP's
- Complete any cleaning assigned or needed that day

Physical demands:

- Must be able to lift 20 lbs
- Able to move around the shop to assist customers and stock shelves
- Must be able to stand for work shift

Work Environment:

As part of the nonprofit GROW North Texas, Market Provisions is on the leading edge of the local food movement in Dallas. Our team is diverse in background and skills. We are relaxed in some ways but have high expectations for the quality of our work. We think like a nonprofit and function as a business. We have a lot of fun and work hard.

Work Location:

- Dallas Farmers Market – 920 S. Harwood, suite 162, Dallas, 75201

Work Commitment:

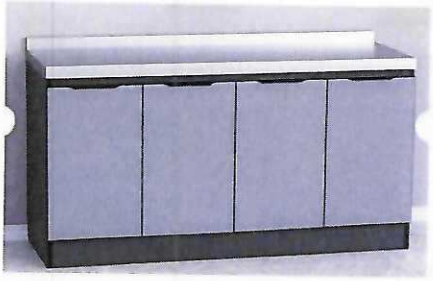
- Part-time position – 10-15 hours per week
- Shop hours 10a-6pm, Sunday through Friday, 9am-6pm on Saturday – shifts vary, some flexibility is available
- Hourly pay rate $_____ per hour

For more information or to submit a resume, please contact_____.

Appendix C - Shelving and Fixtures

Checkout counter -

Coffee/Tea Counter – LakIQ



Metal Product Shelving - Tall

Metal Product Shelving - Short

Commercial Triple Sink - $679.00

Advance Tabco FE-3-1014 Three Compartment Stainless Steel Commercial Sink without Drainboard - 35"

https://www.webstaurantstore.com/advance-tabco-fe-3-1014-three-compartment-stainless-steel-commercial-sink-without-drainboard-35/109FE31014.html

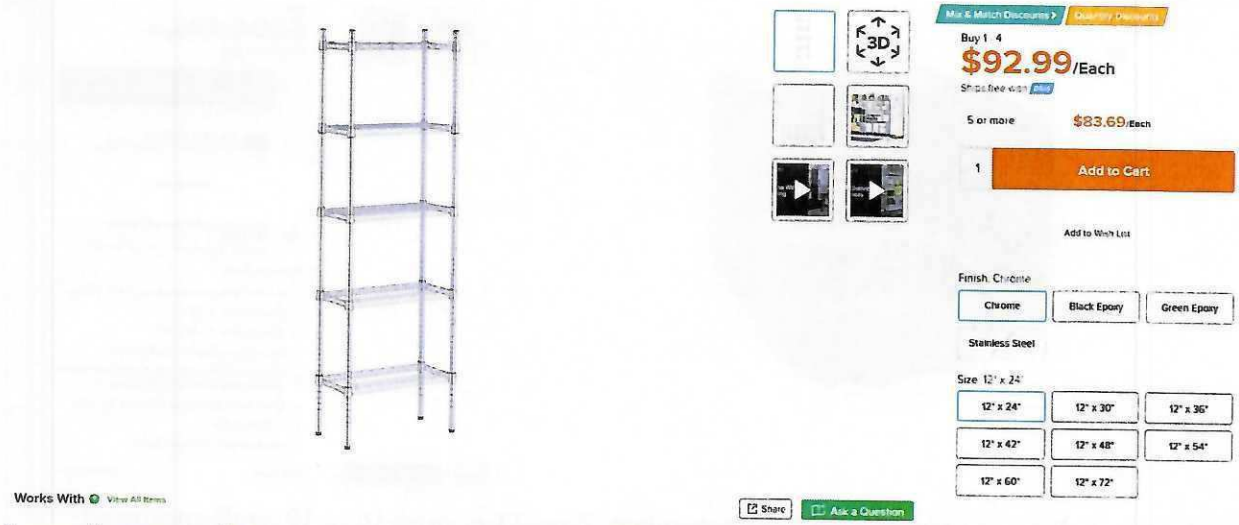
Gas Range - $1,229.00

Cooking Performance Group S24-N Natural Gas 4 Burner 24" Range with Space Saver Oven - 150,000 BTU

https://www.webstaurantstore.com/cooking-performance-group-s24-n-natural-gas-4-burner-24-range-with-standard-oven-150-000-btu/351S24N.html

Wire 5-Shelf Kit - $92.99

Regency 12" x 24" x 74" NSF Chrome Wire 5-Shelf Kit



https://www.webstaurantstore.com/regency-12-x-24-nsf-chrome-wire-5-shelf-kit-with-74-posts/460EC1224K75.html

Stainless Steel Work Table - $244.99

Regency 30" x 48" 16-Gauge Stainless Steel Commercial Work Table with 4" Backsplash and Undershelf

https://www.webstaurantstore.com/regency-30-x-48-16-gauge-stainless-steel-commercial-work-table-with-4-backsplash-and-undershelf/600TSB3048S.html

Wall Mounted Hand Sink - $204.49

https://www.webstaurantstore.com/advance-tabco-7-ps-23-ecspnf-16-x-12-wall-mounted-hand-sink-with-side-splashes-for-1-faucet/1097PS23ECSN.html

Glass Door Merchandiser Refrigerator - $1,694.44

https://www.nafcool.com/products/nafcool-commercial-2-glass-door-merchandiser-refrigerator-upright-beverage-display-cooler-with-led-lighting-44-cubic-ft-54-1-wide

Display Freezer - $2,224.00

1 / 14

ALKCOOL | SKU FZBD50W

VISUAL TWO SECTION DISPLAY FREEZER W/ SWING DOOR SGDF40N- BOTTOM MOUNT COMPRESSOR, NO WHEELS, BLACK, 115V WITH HYDROCARBON REFRIGERANT

$2,224.00 USD

Shipping calculated at checkout.

From $200.73/mo with shop Pay Check your purchasing power

Add On Parts

GDR Caster Wheels (4 Pack) 0 + $74.75

Liftgate Service 0 + $75.00

Style

NO LABOR WARRANTY | 1 YEAR LABOR WARRANTY | 3 YEAR LABOR WARRANTY

https://www.nafcool.com/products/visual-two-section-display-freezer-w-swing-door-fz-bd50w-bottom-mount-compressor-black-115v-f-bs50ah-with-hydrocarbon-refrigerant

Stainless Steel Two-Door Refrigerator - $1,544.00

NAFCOOL | SKU 46CommercialRefrigerator

WEBCOOLERS RI-54 REACH IN 55" WIDE STAINLESS STEEL TWO DOOR REFRIGERATOR COMMERCIAL REFRIGERATOR 46 CU.FT COOLER

$1,544.00 USD

Shipping calculated at checkout.

From $139.36/mo with shop Pay Check your purchasing power

Style

NO LABOR WARRANTY | 1 YEAR LABOR WARRANTY | 3 YEAR LABOR WARRANTY

− 1 + ADD TO CART

Buy with shop Pay

More payment options

✓ Pickup available at ALKCOOL Manufacturing Corp - Texas
Usually ready in 24 hours

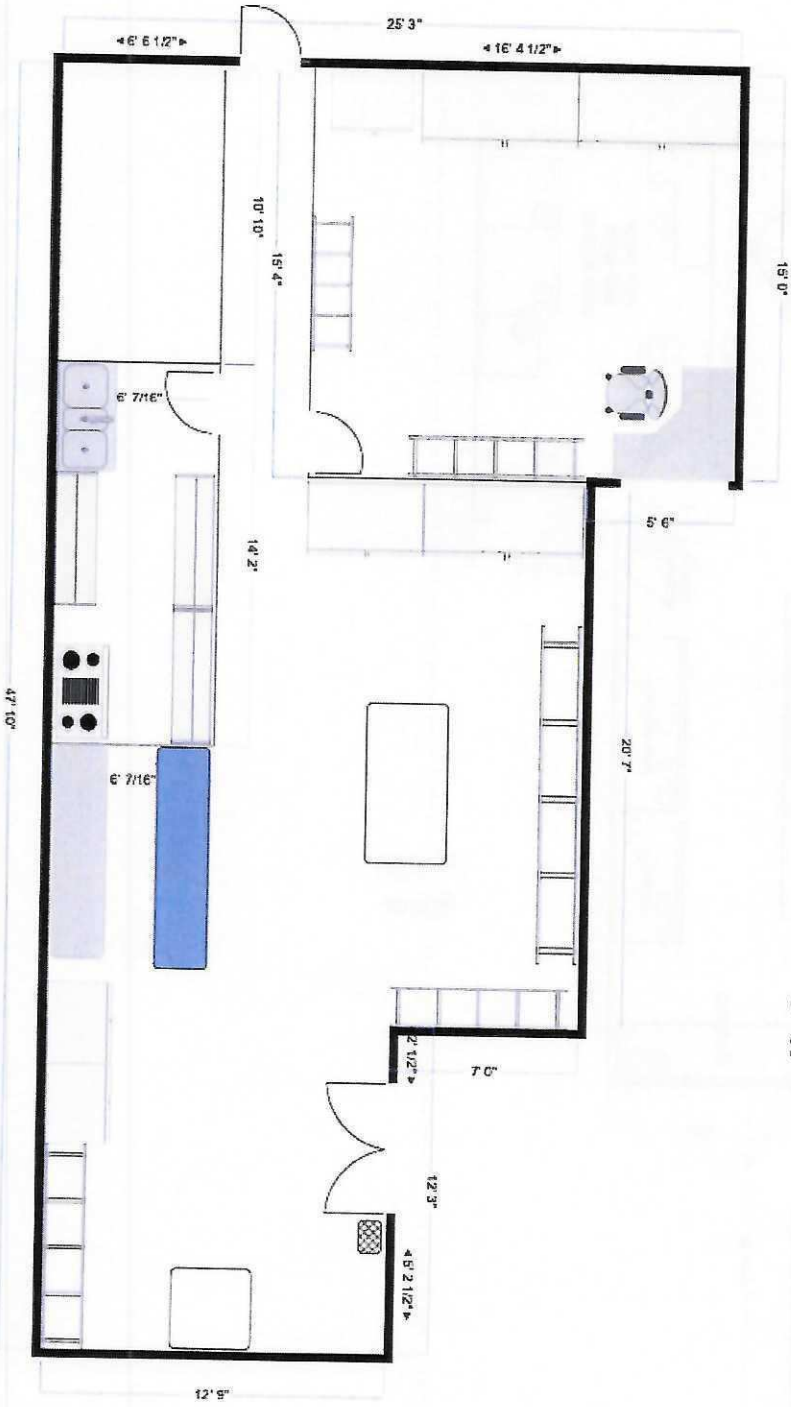
https://www.nafcool.com/products/commercial-refrigerator-2-door-2-section-stainless-steel-reach-in-solid-door-upright-fan-cooling-46-cu-ft-cooler

Open Air Merchandiser & Display Refrigerator - $2,144.00

https://www.nafcool.com/products/nafcool-open-air-merchandiser-and-display-refrigerator-cooler-14-7-cubic-ft-35-4-wide

Appendix C - Proposed Store Layouts

Layout 1

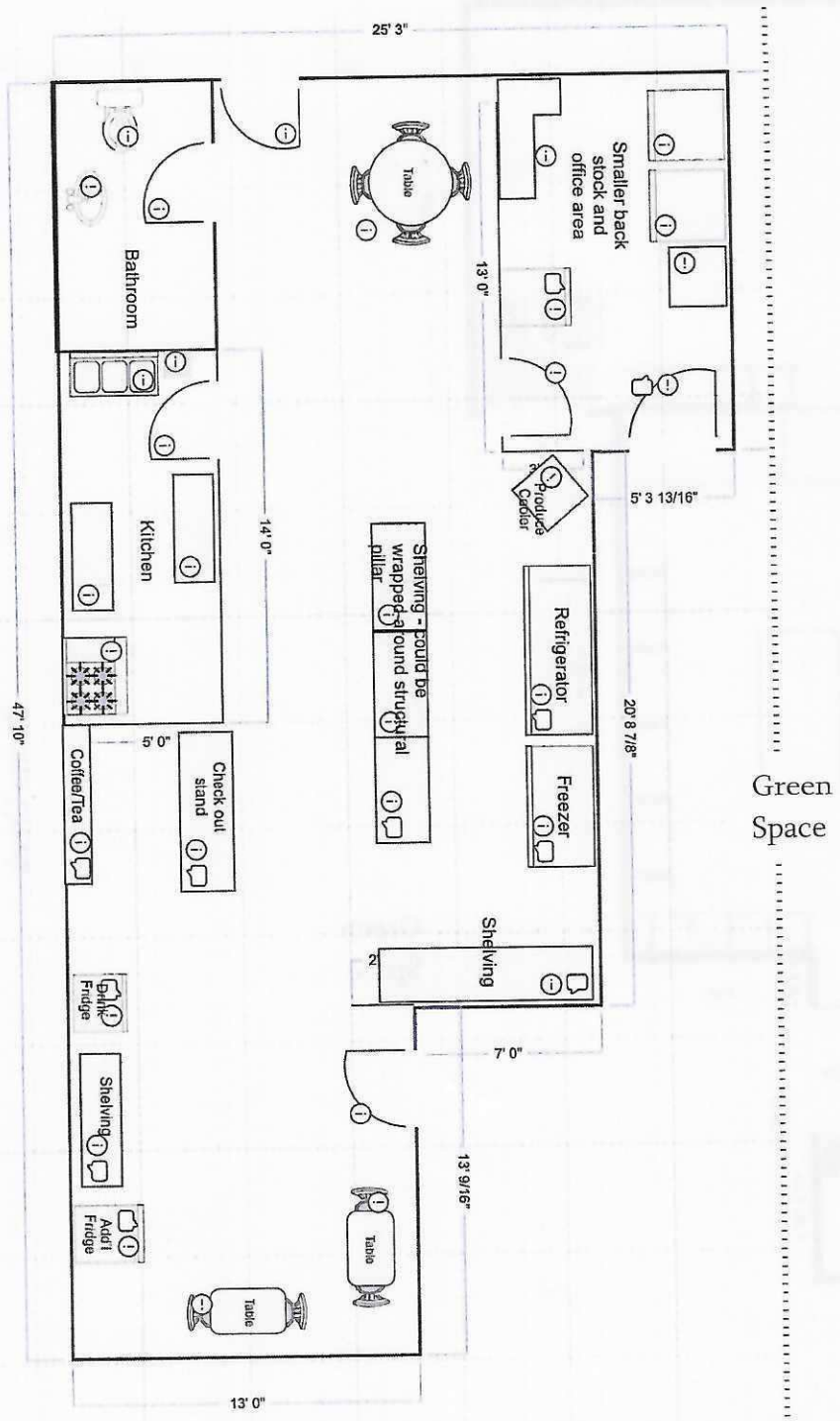


Green Space

Zacate Creek

Iturbide Street

Layout 2



Green Space

Iturbide Street

City of Laredo – Briefing Report
Subject: Mercadito Azteca Feasibility Study Review
Prepared for: Mayor and City Council
September 19, 2025

1. Background

The Azteca neighborhood has been identified in community discussions as an area with limited access to grocery retail and as a priority for neighborhood revitalization. A feasibility study was prepared by GROW North Texas in partnership with community residents and nonprofit representatives to evaluate the establishment of *Mercadito Azteca*, a micro-grocery and garden.

The study proposes locating the mercadito at **14 Iturbide Street** and presents a concept for a nonprofit-managed store offering culturally appropriate fresh foods, limited household goods, and community education through a garden.

2. Clarification of City Role

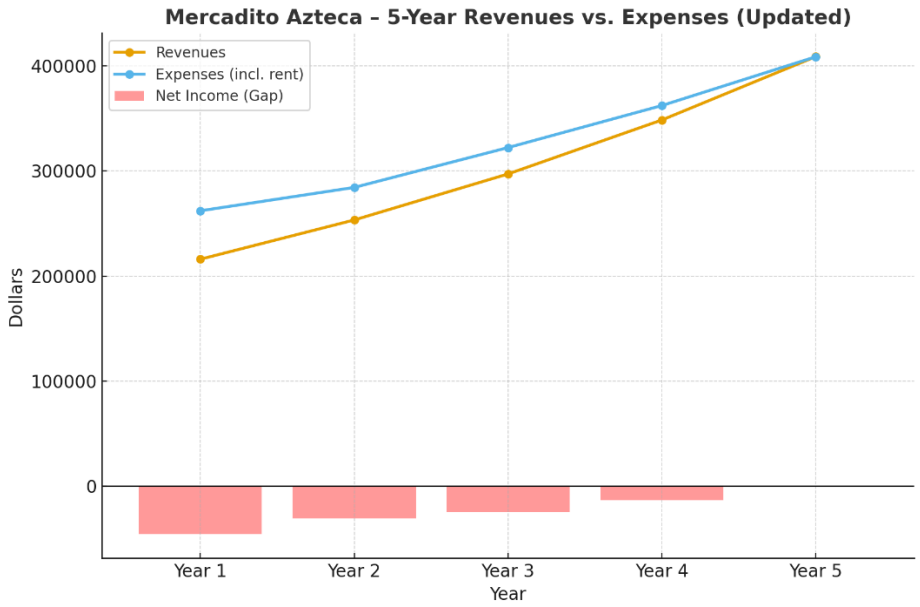
The feasibility study references certain City actions; staff provides the following context:

- **14 Iturbide**: The study identifies this property as a potential location. Further clarification is needed from Council on whether this site should be designated for the project.
- **Renovations**: The study describes the possibility of building improvements being provided. Clarification is required regarding the extent, scope, and source of such improvements. Any proposed renovations should be compared against the assessment already completed by the Engineering Department.
- **Regulatory flexibility**: The study suggests the option of parking waivers or similar accommodations. These elements would require Council guidance and formal review.

At this stage, these items remain **conceptual considerations**. Council direction is necessary to define the City's role and responsibilities in relation to the project.

3. Five-Year Operating Budget (Feasibility + Adjustments)

To evaluate the scale of the project, staff reviewed the feasibility study's financials and incorporated **missing expenses** (utilities, ongoing insurance, and rent value).



Category	5-Year Total
Operating Cost (incl. rent)	$1,640,021
Expected Revenues	$1,524,112
Funding Gap	$115,909

Notes:

- Operating costs include salaries, cost of goods, utilities, insurance, depreciation, marketing, and an in-kind rent value for the building.
- The rent line reflects the **market value of occupancy** (~$12,000 annually, ≈ $12/sf for 1,000 sf space). If the City provides the facility at no charge, this value represents an in-kind contribution.
- This figure represents the **full budget necessary to operate for five years**.
- For planning purposes, the City must assume that the total operating cost would need to be allocated to sustain the project. The goal would be to add nonprofit, foundation, and community partners to offset these costs over time.
- There is a concern regarding whether the projected revenues can be met, given the assumptions made in the feasibility study.

4. Start-Up and Capital Costs

In addition to operating costs, the study estimates:

- **Startup Equipment, Inventory, Salaries (per study):** ≈ **$132,935**
- **Building Renovations (if 14 Iturbide were to be used):** ≈ **$200,000** (budgetary estimate only, subject to Engineering Department confirmation)

Total Initial Investment Requirement: ≈ **$332,935**

5. Observations

- With rent factored in, the project operates at a deficit in Years 1–4 and only narrowly breaks even in Year 5.
- If revenues fall short of projections, outside support will be essential to sustain the project.
- The community has expressed strong interest in this concept, and nonprofit partners are positioned to manage daily operations. Clarification is needed regarding which organization would be engaged to work with this property.
- **Past experience** with projects such as the Sola Center and Canseco House shows that City-funded renovations without strong nonprofit follow-through can leave buildings underutilized. Clear agreements and accountability mechanisms will be critical to avoid repeating this outcome.

6. Risk Mitigation

To avoid challenges encountered in past projects, Council may wish to consider the following safeguards if the project is advanced:

- **Performance-Based Agreements:** Require the nonprofit operator to meet specific benchmarks (e.g., sales targets, community engagement, program delivery) as a condition of continued occupancy.
- **Cost-Sharing Requirements:** Ensure that the nonprofit or partner organizations provide matching funds or in-kind contributions to demonstrate commitment.
- **Reversion Clause:** Include a provision that the building reverts to City use if the operator fails to perform, ensuring the facility can be repurposed rather than remain unused.
- **Third-Party Oversight:** Require annual financial and operational reporting from the nonprofit, reviewed by an independent auditor or oversight committee.
- **Alternative Use Plan:** Identify secondary uses for 14 Iturbide (e.g., community center, cultural or educational hub) in case the mercadito model is unsuccessful.

7. Next Steps

Staff recommends placing this item on a future Council agenda to determine whether the City should advance further with this project. Until such direction is provided, staff should not expend additional time or resources.

Draft Agenda Language:

"Discussion with possible action to consider the Mercadito Azteca feasibility study, including potential designation of 14 Iturbide as the project site, comparison of renovation needs identified in the feasibility study with the assessment prepared by the Engineering Department, identification of which organization would be engaged to work with this property, and identification of funding sources for building renovations, startup costs, and operational support."

Funding Source Identification:

If Council wishes to proceed, a funding source must be designated for:

- Building renovations (estimated at $200,000, subject to Engineering Department assessment).
- Startup allocation ($132,935).
- Any share of operating support tied to the projected funding gap ($115,909 over five years).

Possible sources include:

- General Fund (capital allocation).
- Public-private partnership contributions.
- Foundation or nonprofit match commitments.

Governance Consideration:

LCUAS may request the placement of this item through the Community Development Committee LCUAS committee, or a Councilmember may choose to place the item directly on the Council agenda for consideration.

This report is presented for discussion only. No funding allocations are recommended at this stage.