

Laredo

T E X A S

FY25-001 Concrete Repairs Capstone Industrial Services, LLC Supplier Response

Event Information

Number: FY25-001 Concrete Repairs
Title: FY25-001 Concrete Repairs - Utilities Department
Type: Invitation For Bid
Issue Date: 9/25/2024
Deadline: 10/15/2024 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.*****

Proposals 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

Capstone Industrial Services, LLC Information

Address: 210 Oak Drive S. 3723
Lake Jackson, TX 77566
Phone: (979) 201-6535
Web Address: <https://www.capstone-cis.com/>

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

Luis Mata
Signature

Luis@capstone-cis.com
Email

Submitted at 10/15/2024 04:35:43 PM (CT)

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	Capstone Industrial Services, LLC
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? <input type="text" value="No."/>
----------	---

8	State if the Company is a certified minority business enterprise <input type="text" value="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? <input type="text" value="Yes"/>
-----------	--

12	Construction Contract Construction Contract Requires Acknowledgement <input checked="" type="checkbox"/> Acknowledge
-----------	---

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

1 4	This is a <input type="text" value="New Submission"/>
1 5	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <input type="text" value="Luis Mata"/>
1 6	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department <input type="text" value="FY25-001 Concrete Repairs (FY25-001 Concrete Repairs - Utilities Department)"/>
1 7	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) <input type="text" value="Capstone Industrial Services, LLC"/>
1 8	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. <input type="text" value="Not Applicable"/>
1 9	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. <input type="text" value="N/A"/>
2 0	Question 5. List any individuals or entities that will be subcontractors on this contract <input type="text" value="Not Applicable"/>
2 1	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. <input type="text" value="N/A"/>
2 2	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract <input type="text" value="Not Applicable"/>
2 3	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. <input type="text" value="N/A"/>

24 **Question 7. Disclosure of political contributions**
 List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

25 **Question 7. Disclosure of political contributions**
 If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

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

27 **Question 8. Disclosure of Conflict of Interest**
 Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

28 **8. Disclosure of Conflict of Interest**
 If you selected I am aware of conflict of interest is question 8, please list them in this section.

29 **Question 9. Updates Required**
 I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

I have read and understand this section

30 **Question 10. No 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

31 **Question 11. Conflict of Interest Questionnaire (CIQ)**
 Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

I have acknowledge that I have been advised

3 2	<p>Question 11. Oath</p> <p>Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date</p> <p style="border: 1px solid black; padding: 2px;">Luis Mata, President, Capstone Industrial Services, LLC, 10/15/2024</p>
3 3	<p>Question 12. Oath</p> <p>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.</p> <p><input checked="" type="checkbox"/> I swear or affirm information is correct</p>
3 4	<p>Company Information Questionnaire</p> <p><input checked="" type="checkbox"/> I have completed this section</p>
3 5	<p>Conflict of Interest Questionnaire</p> <p><input checked="" type="checkbox"/> I have completed this section</p>
3 6	<p>Non-Collusive Affidavit</p> <p><input checked="" type="checkbox"/> I have completed and included this form</p>
3 7	<p>Discretionary Contracts Disclosure</p> <p><input checked="" type="checkbox"/> I have completed this section</p>
3 8	<p>Certificate of Interested Parties (Form 1295)</p> <p>In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.</p> <p><input checked="" type="checkbox"/> I will comply with this form</p>

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

9

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. There will be one primary vendor and one secondary vendor who will be awarded 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 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

4 Insurance Terms and Conditions

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.

I agree my insurance meets mininum requirements

4
1

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 its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

I certify to the terms and conditions

4
2

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

4 3	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)</p> <p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)</p> <p>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.</p> <p><input checked="" type="checkbox"/> I have read and understand this section</p>
--------	---

4 4	<p>Ordinance 2018-O-175</p> <p>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.</p> <p><i>No response</i></p>
--------	--

4 5	<p>Completion of Repairs in Working Days</p> <p>Expected completion in _____ working days per repair.</p> <p>**Shall be uploaded onto Cit-E-Bid*****</p> <p>Required Submittal</p> <p><input checked="" type="checkbox"/> Yes</p>
--------	--

4 6	<p>List of Equipment</p> <p>List all equipment that will be utilized for the completion of repairs to streets and right of ways.</p> <p>*****Required Submittal*****</p> <p><input checked="" type="checkbox"/> Yes</p>
--------	---

4 7	<p>Prior Contracts</p> <p>Provide listing of all current and prior contracts awarded to vendor by the City of Laredo.</p> <p>*****Required Submittal*****</p> <p>Documentation Shall be uploaded onto Cit-E-Bid</p> <p><input checked="" type="checkbox"/> Yes</p>
--------	---

4 8	<p>Non Municipal Government Contracts</p> <p>Provide listing of contracts secured during the last five years other than those secured from the City of Laredo</p> <p>*****Required Submittal*****</p> <p>Documentation Shall be uploaded onto Cit-E-Bid</p> <p><input checked="" type="checkbox"/> Yes</p>
--------	---

Bid Lines

1 Package Header

Item 1:

Reinforced Concrete Repairs – 4 inch Sidewalk

(including sidewalk transition ramp as per ADA standards) CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore sidewalks damaged or disturbed by Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which sidewalks, are to be placed. Sidewalk sections shall be removed by saw cutting.

Minimum compressive strength shall be 3000psi @ 28days

Quantity: 1 UOM: EA Total:

Item Notes:

Package Items

1.1 Minimum charge for under 25 SF

Quantity: 35 UOM: Each Price: Total:

1.2 26 to 100 SF

Quantity: 5000 UOM: ft2 Price: Total:

1.3 101 to 300 SF

Quantity: 1000 UOM: ft2 Price: Total:

1.4 301 SF and above

Quantity: 350 UOM: ft2 Price: Total:

2 Package Header

Item 2:

Reinforced Concrete Repairs – 6 inch Driveways

CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore driveways damaged or disturbed by Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which driveways, are to be placed. Driveway sections shall be removed by saw cutting.

Minimum compressive strength shall be 3000psi @ 28days

Quantity: 1 UOM: EA Total:

Item Notes:

Package Items

2.1 Minimum charge for under 25 SF

Quantity: 15 UOM: Each Price: Total:

2.2 26 to 150 SF

Quantity: 1200 UOM: ft2 Price: Total:

2.3 151 to 400 SF

Quantity: 2200 UOM: ft2 Price: Total:

2.4 401 SF and above

Quantity: 1500 UOM: ft2 Price: Total:

3 Package Header

Item 3:

Reinforced Concrete Repairs – 6 inch Driveways (Washed Stone)

CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore driveways damaged or disturbed by Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which driveways, are to be placed. Driveway sections shall be removed by saw cutting.

Minimum compressive strength shall be 3000psi @ 28days

Quantity: 1 UOM: EA Total:

Item Notes:

Package Items

3.1 Minimum charge for under 25 SF

Quantity: 5 UOM: Each Price: Total:

3.2 26 to 150 SF

Quantity: 100 UOM: ft2 Price: Total:

3.3 151 to 400 SF

Quantity: 400 UOM: ft2 Price: Total:

3.4 401 SF and above

Quantity: 500 UOM: ft2 Price: Total:

4 Package Header

Item 4:

Reinforced Concrete Repairs – 8 inch thick pavement within ROW

CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore pavements damaged or disturbed by Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which pavements, are to be placed. Pavement sections shall be removed by saw cutting.

Minimum compressive strength shall be 4000psi @ 28days

Quantity: 1 UOM: EA Total:

Item Notes:

Package Items

4.1 Minimum charge for under 75 SF

Quantity: 2 UOM: Each Price: Total:

4.2 76 to 150 SF

Quantity: 100 UOM: ft2 Price: Total:

4.3 151 to 300 SF

Quantity: 300 UOM: ft2 Price: Total:

4.4 301 to 600 SF

Quantity: 350 UOM: ft2 Price: Total:

4.5 601 SF and above

Quantity: 650 UOM: ft2

Price:

Total:

5 Package Header

Item 5:

Reinforced Concrete Repairs – 10 inch thick pavement within ROW CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore pavements damaged or disturbed by Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which pavements, are to be placed. Pavement sections shall be removed by saw cutting.

Minimum compressive strength shall be 4000psi @ 28days

Quantity: 1 UOM: EA

Total:

Item Notes:

Package Items

5.1 Minimum charge for under 75 SF

Quantity: 1 UOM: Each

Price:

Total:

5.2 76 to 150 SF

Quantity: 100 UOM: ft2

Price:

Total:

5.3 151 to 300 SF

Quantity: 300 UOM: ft2

Price:

Total:

5.4 301 to 600 SF

Quantity: 350 UOM: ft2

Price:

Total:

5.5 601 SF and above

Quantity: 650 UOM: ft2

Price:

Total:

6 Package Header

Item 6:

Reinforced Concrete Repairs – 12 inch thick pavement within ROW CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore pavements damaged or disturbed by Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which pavements, are to be placed. Pavement sections shall be removed by saw cutting.

Minimum compressive strength shall be 4000psi @ 28days

Quantity: 1 UOM: EA

Total:

Item Notes:

Package Items

6.1 Minimum charge for under 75 SF

Quantity: 1 UOM: Each

Price:

Total:

6.2 76 to 150 SF

Quantity: 450 UOM: ft2

Price:

Total:

6.3 151 to 300 SF

Quantity: 300 UOM: ft2 Price: Total:

6.4 301 to 600 SF

Quantity: 350 UOM: ft2 Price: Total:

6.5 601 SF and above

Quantity: 650 UOM: ft2 Price: Total:

7 Package Header

Item 7:

Reinforced Concrete Repairs – Curb & gutter (Type "A" or "B")

CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore curb & gutter damaged or disturbed by Utilities Dept. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which curb & gutters, are to be placed. Curb & gutter sections shall be removed by saw cutting.

Minimum compressive strength shall be 3000psi @ 28days

Quantity: 1 UOM: EA Total:

Item Notes:

Package Items

7.1 Minimum charge for under 10 L.F.

Quantity: 10 UOM: Each Price: Total:

7.2 11 to 25 L.F.

Quantity: 200 UOM: LF Price: Total:

7.3 26 to 50 L.F.

Quantity: 250 UOM: LF Price: Total:

7.4 51 to 100 L.F.

Quantity: 250 UOM: LF Price: Total:

8 Package Header

Item 8:

Reinforced Concrete Repairs – Handicap Ramp - Truncated Dome (as per TxDOT/ADA Standard) Refer to Attachment C

CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore Handicap ramp damaged or disturbed by Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which handicap ramps, are to be placed. Handicap ramp sections shall be removed by saw cutting.

Minimum compressive strength shall be 3000psi @ 28days

Quantity: 1 UOM: EA Total:

Item Notes:

Package Items

8.1 Handicap Ramp

Quantity: 10 UOM: Each Price: Total:

9 Package Header

Item 9:

Reinforced Concrete Repairs – Valley Gutter (per City standard) CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore valley gutter damaged or disturbed by Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which valley gutters, are to be placed. Valley gutter sections shall be removed by saw cutting.

Minimum compressive strength shall be 3000psi @ 28days

Quantity: 1 UOM: EA Total:

Item Notes:

Package Items

9.1 Minimum charge for under 10 L.F.

Quantity: 1 UOM: Each Price: Total:

9.2 11 to 15 L.F.

Quantity: 15 UOM: LF Price: Total:

9.3 16 to 25 L.F.

Quantity: 25 UOM: LF Price: Total:

9.4 26 to 50 L.F.

Quantity: 30 UOM: LF Price: Total:

9.5 51 to 75 L.F.

Quantity: 60 UOM: LF Price: Total:

10 Package Header

Item 10:

Reinforced Concrete Repairs – Pavers/Bricks/Masonry Blocks CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore Pavers/Bricks/Masonry Blocks damaged or disturbed by Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which Pavers/Bricks/Masonry Blocks, are to be placed. Pavers/Bricks/Masonry Blocks sections shall be removed by saw cutting.

Minimum compressive strength shall be 4000psi @ 28days

Quantity: 1 UOM: EA Total:

Item Notes:

Package Items

10.1 Minimum charge for under 25 SF

Quantity: 2 UOM: Each Price: Total:

10.2 26 to 50 SF

Quantity: 30 UOM: ft2 Price: Total:

10.3 51 to 150 SF

Quantity: 700 UOM: ft2 Price: Total:

1 Package Header

Item 11:

Reinforced Concrete Repairs – 4 inch Sidewalk (Washed Stone), including sidewalk transition ramp per ADA standard). CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore sidewalks damaged or disturbed by Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which sidewalks, are to be placed. Sidewalk sections shall be removed by saw cutting.

Minimum compressive strength shall be 3000psi @ 28days

Quantity: 1 UOM: EA Total:

Item Notes:

Package Items

11.1 Minimum charge for under 25 SF

Quantity: 2 UOM: Each Price: Total:

11.2 26 to 100 SF

Quantity: 75 UOM: ft2 Price: Total:

11.3 101 to 300 SF

Quantity: 105 UOM: ft2 Price: Total:

11.4 301 to 600 SF

Quantity: 305 UOM: ft2 Price: Total:

11.5 601 SF and above

Quantity: 605 UOM: ft2 Price: Total:

1 Package Header

Item 12:

Reinforced Concrete Repairs – 4 inch Sidewalk (Stamped), including sidewalk transition ramp per ADA standard). CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore sidewalks damaged or disturbed by Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which sidewalks, are to be placed. Sidewalk sections shall be removed by saw cutting.

Minimum compressive strength shall be 3000psi @ 28days

Quantity: 1 UOM: EA Total:

Item Notes:

Package Items

12.1 Minimum charge for under 25 SF

Quantity: 1 UOM: Each Price: Total:

12.2 26 to 100 SF

Quantity: 30 UOM: ft2 Price: Total:

12.3 101 to 300 SF

Quantity: 110 UOM: ft2 Price: Total:

12.4 301 to 600 SF

Quantity: 305 UOM: ft2 Price: Total:

12.5 601 SF and above

Quantity: 605 UOM: ft2 Price: Total:

1
3 **Package Header**

Item 13:

Reinforced Concrete Structure Repairs – 4 inch Concrete Pad. CONTRACTOR shall provide all labor, materials, tools, and equipment needed to build concrete pad for Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which concrete structure/pad are to be placed. Reinforcing steel shall conform to the requirement of Item 440, "Reinforcement Steel" of the TxDOT latest Provisions.

Minimum compressive strength shall be 4000psi @ 28days

Quantity: 1 UOM: EA Total:

Item Notes:

Package Items

13.1 Minimum charge for under 150 SF

Quantity: 1 UOM: Each Price: Total:

13.2 151 to 600 SF

Quantity: 200 UOM: ft2 Price: Total:

13.3 601 SF and above

Quantity: 650 UOM: ft2 Price: Total:

1
4 **Package Header**

Item 14:

Reinforced Concrete Structure Repairs – 6 inch Concrete Pad. CONTRACTOR shall provide all labor, materials, tools, and equipment needed to build concrete pad for Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which concrete structure/pad are to be placed. Reinforcing steel shall conform to the requirement of Item 440, "Reinforcement Steel" of the TxDOT latest Provisions.

Minimum compressive strength shall be 4000psi @ 28days

Quantity: 1 UOM: EA Total:

Item Notes:

Package Items

14.1 Minimum charge for under 150 SF

Quantity: 1 UOM: Each Price: Total:

14.2 151 to 600 SF

Quantity: 200 UOM: ft2 Price: Total:

14.3 601 SF and above

Quantity: 650 UOM: ft2 Price: Total:

1
5 **Package Header**

Item 15:

Reinforced Concrete Structure Repairs – 8-inch Concrete Pad. CONTRACTOR shall provide all labor, materials, tools, and equipment needed to build concrete pad for Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which concrete structure/pad are to be placed. Reinforcing steel shall conform to the requirement of Item 440, "Reinforcement Steel" of the TxDOT latest Provisions.

Minimum compressive strength shall be 4000psi @ 28days

Quantity: 1 UOM: EA Total:

Item Notes:

Package Items

15.1 Minimum charge for under 150 SF

Quantity: 1 UOM: Each Price: Total:

15.2 151 to 600 SF

Quantity: 200 UOM: ft2 Price: Total:

15.3 601 SF and above

Quantity: 650 UOM: ft2 Price: Total:

1
6 **Package Header**

Item 16:

Vertical Retaining Wall Repairs – 6-inch Concrete Base. CONTRACTOR shall provide all labor, materials, tools, and equipment needed to build concrete pad for Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which concrete structure/pad are to be placed. Reinforcing steel shall conform to the requirement of Item 440, "Reinforcement Steel" of the TxDOT latest Provisions.

Minimum compressive strength shall be 4000psi @ 28days

Quantity: 1 UOM: EA Total:

Item Notes:

Package Items

16.1 Minimum charge for under 150 SF

Quantity: 1 UOM: Each Price: Total:

16.2 151 to 600 SF

Quantity: 200 UOM: ft2 Price: Total:

16.3 601 SF and above

Quantity: 650 UOM: ft2 Price: Total:

Response Total: \$395,520.00



Laredo

TEXAS

FY25-001 Concrete Repairs Midas Contractors LLC Supplier Response

Event Information

Number: FY25-001 Concrete Repairs
Title: FY25-001 Concrete Repairs - Utilities Department
Type: Invitation For Bid
Issue Date: 9/25/2024
Deadline: 10/15/2024 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.*****

Proposals 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

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 10/11/2024 03:38:34 PM (CT)

Response Attachments

Scan2024-10-11_151155.pdf

Bid package

Bid Bond.pdf

Bid Bond

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	<p>Questions Part 1</p> <p>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?</p> <p style="border: 1px solid black; padding: 2px;">N/A</p>
7	<p>Questions Part 2</p> <p>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?</p> <p style="border: 1px solid black; padding: 2px;">N/A</p>
8	<p>State if the Company is a certified minority business enterprise</p> <p style="border: 1px solid black; padding: 2px;">This company is not a certified minority business</p>
9	<p>Conflict of Interest Disclosure</p> <p>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.</p>
10	<p>Conflict of Interest Questionnaire Form CIQ</p> <p>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.</p>
11	<p>Conflict of Interest Questionnaire</p> <p>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?</p> <p style="border: 1px solid black; padding: 2px;">Yes</p>

1 2	Construction Contract Construction Contract Requires Acknowledgement <input checked="" type="checkbox"/> Acknowledge
1 3	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
1 4	This is a <input type="text" value="New Submission"/>
1 5	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <input type="text" value="Nelso Molina"/>
1 6	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department <input type="text" value="FY25-001 Concrete Repairs Utilities Department"/>
1 7	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) <input type="text" value="Midas Contractors, LLC"/>
1 8	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. <input type="text" value="Not Applicable"/>
1 9	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. <input type="text" value="No response"/>
2 0	Question 5. List any individuals or entities that will be subcontractors on this contract <input type="text" value="Not Applicable"/>
2 1	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. <input type="text" value="No response"/>
2 2	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract <input type="text" value="Not Applicable"/>

2 3	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. <input type="text" value="No response"/>
----------------------	---

2 4	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) <input type="text" value="Not Applicable"/>
----------------------	--

2 5	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. <input type="text" value="No response"/>
----------------------	---

2 6	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.
----------------------	--

2 7	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? <input type="text" value="I am not aware of any conflict of interest"/>
----------------------	--

2 8	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. <input type="text" value="No response"/>
----------------------	---

2 9	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. <input checked="" type="checkbox"/> I have read and understand this section
----------------------	--

3 0	<p>Question 10. No Contact with City Officials or Staff during Contract Evaluation</p> <p>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.</p> <p><input checked="" type="checkbox"/> I have read and understand this section</p>
3 1	<p>Question 11. Conflict of Interest Questionnaire (CIQ)</p> <p>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.</p> <p><input checked="" type="checkbox"/> I have acknowledge that I have been advised</p>
3 2	<p>Question 11. Oath</p> <p>Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date</p> <p>Nelso Molina Managing Member Midas Contractors, LLC 10/15/2024</p>
3 3	<p>Question 12. Oath</p> <p>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.</p> <p><input checked="" type="checkbox"/> I swear or affirm information is correct</p>
3 4	<p>Company Information Questionnaire</p> <p><input checked="" type="checkbox"/> I have completed this section</p>
3 5	<p>Conflict of Interest Questionnaire</p> <p><input checked="" type="checkbox"/> I have completed this section</p>
3 6	<p>Non-Collusive Affidavit</p> <p><input checked="" type="checkbox"/> I have completed and included this form</p>
3 7	<p>Discretionary Contracts Disclosure</p> <p><input checked="" type="checkbox"/> I have completed this section</p>

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

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

I will comply with this form

3
9 **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. There will be one primary vendor and one secondary vendor who will be awarded 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 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

4 Insurance Terms and Conditions

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.

I agree my insurance meets mininum requirements

4
1 **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 its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

I certify to the terms and conditions

4
2 **Contract Requirements**

1.1 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

4 3	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)</p> <p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)</p> <p>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.</p> <p><input checked="" type="checkbox"/> I have read and understand this section</p>
--------	---

4 4	<p>Ordinance 2018-O-175</p> <p>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.</p> <p><i>No response</i></p>
--------	--

4 5	<p>Completion of Repairs in Working Days</p> <p>Expected completion in _____ working days per repair.</p> <p>**Shall be uploaded onto Cit-E-Bid*****</p> <p>Required Submittal</p> <p><input checked="" type="checkbox"/> Yes</p>
--------	--

4 6	<p>List of Equipment</p> <p>List all equipment that will be utilized for the completion of repairs to streets and right of ways.</p> <p>*****Required Submittal*****</p> <p><input checked="" type="checkbox"/> Yes</p>
--------	---

4 7	<p>Prior Contracts</p> <p>Provide listing of all current and prior contracts awarded to vendor by the City of Laredo.</p> <p>*****Required Submittal*****</p> <p>Documentation Shall be uploaded onto Cit-E-Bid</p> <p><input checked="" type="checkbox"/> Yes</p>
--------	---

4 8	<p>Non Municipal Government Contracts</p> <p>Provide listing of contracts secured during the last five years other than those secured from the City of Laredo</p> <p>*****Required Submittal*****</p> <p>Documentation Shall be uploaded onto Cit-E-Bid</p> <p><input checked="" type="checkbox"/> Yes</p>
--------	---

Bid Lines

1 Package Header

Item 1:

Reinforced Concrete Repairs – 4 inch Sidewalk

(including sidewalk transition ramp as per ADA standards) CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore sidewalks damaged or disturbed by Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which sidewalks, are to be placed.

Sidewalk sections shall be removed by saw cutting.

Minimum compressive strength shall be 3000psi @ 28days

Quantity: 1 UOM: EA Total:

Item Notes:

Package Items

1.1 Minimum charge for under 25 SF

Quantity: 35 UOM: Each Price: Total:

1.2 26 to 100 SF

Quantity: 5000 UOM: ft2 Price: Total:

1.3 101 to 300 SF

Quantity: 1000 UOM: ft2 Price: Total:

1.4 301 SF and above

Quantity: 350 UOM: ft2 Price: Total:

2 Package Header

Item 2:

Reinforced Concrete Repairs – 6 inch Driveways

CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore driveways damaged or disturbed by Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which driveways, are to be placed. Driveway sections shall be removed by saw cutting.

Minimum compressive strength shall be 3000psi @ 28days

Quantity: 1 UOM: EA Total:

Item Notes:

Package Items

2.1 Minimum charge for under 25 SF

Quantity: 15 UOM: Each Price: Total:

2.2 26 to 150 SF

Quantity: 1200 UOM: ft2 Price: Total:

2.3 151 to 400 SF

Quantity: 2200 UOM: ft2 Price: Total:

2.4 401 SF and above

Quantity: 1500 UOM: ft2 Price: Total:

3 Package Header

Item 3:

Reinforced Concrete Repairs – 6 inch Driveways (Washed Stone)

CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore driveways damaged or disturbed by Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which driveways, are to be placed. Driveway sections shall be removed by saw cutting.

Minimum compressive strength shall be 3000psi @ 28days

Quantity: 1 UOM: EA Total:

Item Notes:

Package Items

3.1 Minimum charge for under 25 SF

Quantity: 5 UOM: Each Price: Total:

3.2 26 to 150 SF

Quantity: 100 UOM: ft2 Price: Total:

3.3 151 to 400 SF

Quantity: 400 UOM: ft2 Price: Total:

3.4 401 SF and above

Quantity: 500 UOM: ft2 Price: Total:

4 Package Header

Item 4:

Reinforced Concrete Repairs – 8 inch thick pavement within ROW

CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore pavements damaged or disturbed by Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which pavements, are to be placed. Pavement sections shall be removed by saw cutting.

Minimum compressive strength shall be 4000psi @ 28days

Quantity: 1 UOM: EA Total:

Item Notes:

Package Items

4.1 Minimum charge for under 75 SF

Quantity: 2 UOM: Each Price: Total:

4.2 76 to 150 SF

Quantity: 100 UOM: ft2 Price: Total:

4.3 151 to 300 SF

Quantity: 300 UOM: ft2 Price: Total:

4.4 301 to 600 SF

Quantity: 350 UOM: ft2 Price: Total:

4.5 601 SF and above

Quantity: 650 UOM: ft2

Price: \$6.00

Total: \$3,900.00

5 Package Header

Item 5:

Reinforced Concrete Repairs – 10 inch thick pavement within ROW CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore pavements damaged or disturbed by Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which pavements, are to be placed. Pavement sections shall be removed by saw cutting.

Minimum compressive strength shall be 4000psi @ 28days

Quantity: 1 UOM: EA

Total: \$12,800.00

Item Notes:

Package Items

5.1 Minimum charge for under 75 SF

Quantity: 1 UOM: Each

Price: \$800.00

Total: \$800.00

5.2 76 to 150 SF

Quantity: 100 UOM: ft2

Price: \$10.00

Total: \$1,000.00

5.3 151 to 300 SF

Quantity: 300 UOM: ft2

Price: \$10.00

Total: \$3,000.00

5.4 301 to 600 SF

Quantity: 350 UOM: ft2

Price: \$8.00

Total: \$2,800.00

5.5 601 SF and above

Quantity: 650 UOM: ft2

Price: \$8.00

Total: \$5,200.00

6 Package Header

Item 6:

Reinforced Concrete Repairs – 12 inch thick pavement within ROW CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore pavements damaged or disturbed by Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which pavements, are to be placed. Pavement sections shall be removed by saw cutting.

Minimum compressive strength shall be 4000psi @ 28days

Quantity: 1 UOM: EA

Total: \$15,700.00

Item Notes:

Package Items

6.1 Minimum charge for under 75 SF

Quantity: 1 UOM: Each

Price: \$800.00

Total: \$800.00

6.2 76 to 150 SF

Quantity: 450 UOM: ft2

Price: \$10.00

Total: \$4,500.00

6.3 151 to 300 SF

Quantity: 300 UOM: ft2 Price: Total:

6.4 301 to 600 SF

Quantity: 350 UOM: ft2 Price: Total:

6.5 601 SF and above

Quantity: 650 UOM: ft2 Price: Total:

7 Package Header

Item 7:

Reinforced Concrete Repairs – Curb & gutter (Type "A" or "B")

CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore curb & gutter damaged or disturbed by Utilities Dept. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which curb & gutters, are to be placed. Curb & gutter sections shall be removed by saw cutting.

Minimum compressive strength shall be 3000psi @ 28days

Quantity: 1 UOM: EA Total:

Item Notes:

Package Items

7.1 Minimum charge for under 10 L.F.

Quantity: 10 UOM: Each Price: Total:

7.2 11 to 25 L.F.

Quantity: 200 UOM: LF Price: Total:

7.3 26 to 50 L.F.

Quantity: 250 UOM: LF Price: Total:

7.4 51 to 100 L.F.

Quantity: 250 UOM: LF Price: Total:

8 Package Header

Item 8:

Reinforced Concrete Repairs – Handicap Ramp - Truncated Dome (as per TxDOT/ADA Standard) Refer to Attachment C

CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore Handicap ramp damaged or disturbed by Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which handicap ramps, are to be placed. Handicap ramp sections shall be removed by saw cutting.

Minimum compressive strength shall be 3000psi @ 28days

Quantity: 1 UOM: EA Total:

Item Notes:

Package Items

8.1 Handicap Ramp

Quantity: 10 UOM: Each Price: Total:

9 Package Header

Item 9:

Reinforced Concrete Repairs – Valley Gutter (per City standard) CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore valley gutter damaged or disturbed by Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which valley gutters, are to be placed. Valley gutter sections shall be removed by saw cutting.

Minimum compressive strength shall be 3000psi @ 28days

Quantity: 1 UOM: EA Total:

Item Notes:

Package Items

9.1 Minimum charge for under 10 L.F.

Quantity: 1 UOM: Each Price: Total:

9.2 11 to 15 L.F.

Quantity: 15 UOM: LF Price: Total:

9.3 16 to 25 L.F.

Quantity: 25 UOM: LF Price: Total:

9.4 26 to 50 L.F.

Quantity: 30 UOM: LF Price: Total:

9.5 51 to 75 L.F.

Quantity: 60 UOM: LF Price: Total:

10 Package Header

Item 10:

Reinforced Concrete Repairs – Pavers/Bricks/Masonry Blocks CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore Pavers/Bricks/Masonry Blocks damaged or disturbed by Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which Pavers/Bricks/Masonry Blocks, are to be placed. Pavers/Bricks/Masonry Blocks sections shall be removed by saw cutting.

Minimum compressive strength shall be 4000psi @ 28days

Quantity: 1 UOM: EA Total:

Item Notes:

Package Items

10.1 Minimum charge for under 25 SF

Quantity: 2 UOM: Each Price: Total:

10.2 26 to 50 SF

Quantity: 30 UOM: ft2 Price: \$12.50 Total: \$375.00

10.3 51 to 150 SF

Quantity: 700 UOM: ft2 Price: \$10.00 Total: \$7,000.00

1 Package Header

Item 11:

Reinforced Concrete Repairs – 4 inch Sidewalk (Washed Stone), including sidewalk transition ramp per ADA standard). CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore sidewalks damaged or disturbed by Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which sidewalks, are to be placed. Sidewalk sections shall be removed by saw cutting.

Minimum compressive strength shall be 3000psi @ 28days

Quantity: 1 UOM: EA Total: \$7,015.00

Item Notes:

Package Items

11.1 Minimum charge for under 25 SF

Quantity: 2 UOM: Each Price: \$450.00 Total: \$900.00

11.2 26 to 100 SF

Quantity: 75 UOM: ft2 Price: \$7.00 Total: \$525.00

11.3 101 to 300 SF

Quantity: 105 UOM: ft2 Price: \$7.00 Total: \$735.00

11.4 301 to 600 SF

Quantity: 305 UOM: ft2 Price: \$6.00 Total: \$1,830.00

11.5 601 SF and above

Quantity: 605 UOM: ft2 Price: \$5.00 Total: \$3,025.00

1 Package Header

Item 12:

Reinforced Concrete Repairs – 4 inch Sidewalk (Stamped), including sidewalk transition ramp per ADA standard). CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore sidewalks damaged or disturbed by Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which sidewalks, are to be placed. Sidewalk sections shall be removed by saw cutting.

Minimum compressive strength shall be 3000psi @ 28days

Quantity: 1 UOM: EA Total: \$9,280.00

Item Notes:

Package Items

12.1 Minimum charge for under 25 SF

Quantity: 1 UOM: Each Price: \$600.00 Total: \$600.00

12.2 26 to 100 SF

Quantity: 30 UOM: ft2 Price: Total:

12.3 101 to 300 SF

Quantity: 110 UOM: ft2 Price: Total:

12.4 301 to 600 SF

Quantity: 305 UOM: ft2 Price: Total:

12.5 601 SF and above

Quantity: 605 UOM: ft2 Price: Total:

1
3 **Package Header**

Item 13:

Reinforced Concrete Structure Repairs – 4 inch Concrete Pad. CONTRACTOR shall provide all labor, materials, tools, and equipment needed to build concrete pad for Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which concrete structure/pad are to be placed. Reinforcing steel shall conform to the requirement of Item 440, "Reinforcement Steel" of the TxDOT latest Provisions.

Minimum compressive strength shall be 4000psi @ 28days

Quantity: 1 UOM: EA Total:

Item Notes:

Package Items

13.1 Minimum charge for under 150 SF

Quantity: 1 UOM: Each Price: Total:

13.2 151 to 600 SF

Quantity: 200 UOM: ft2 Price: Total:

13.3 601 SF and above

Quantity: 650 UOM: ft2 Price: Total:

1
4 **Package Header**

Item 14:

Reinforced Concrete Structure Repairs – 6 inch Concrete Pad. CONTRACTOR shall provide all labor, materials, tools, and equipment needed to build concrete pad for Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which concrete structure/pad are to be placed. Reinforcing steel shall conform to the requirement of Item 440, "Reinforcement Steel" of the TxDOT latest Provisions.

Minimum compressive strength shall be 4000psi @ 28days

Quantity: 1 UOM: EA Total:

Item Notes:

Package Items

14.1 Minimum charge for under 150 SF

Quantity: 1 UOM: Each Price: Total:

14.2 151 to 600 SF

Quantity: 200 UOM: ft2 Price: Total:

14.3 601 SF and above

Quantity: 650 UOM: ft2 Price: Total:

1
5 **Package Header**

Item 15:

Reinforced Concrete Structure Repairs – 8-inch Concrete Pad. CONTRACTOR shall provide all labor, materials, tools, and equipment needed to build concrete pad for Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which concrete structure/pad are to be placed. Reinforcing steel shall conform to the requirement of Item 440, "Reinforcement Steel" of the TxDOT latest Provisions.

Minimum compressive strength shall be 4000psi @ 28days

Quantity: 1 UOM: EA Total:

Item Notes:

Package Items

15.1 Minimum charge for under 150 SF

Quantity: 1 UOM: Each Price: Total:

15.2 151 to 600 SF

Quantity: 200 UOM: ft2 Price: Total:

15.3 601 SF and above

Quantity: 650 UOM: ft2 Price: Total:

1
6 **Package Header**

Item 16:

Vertical Retaining Wall Repairs – 6-inch Concrete Base. CONTRACTOR shall provide all labor, materials, tools, and equipment needed to build concrete pad for Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which concrete structure/pad are to be placed. Reinforcing steel shall conform to the requirement of Item 440, "Reinforcement Steel" of the TxDOT latest Provisions.

Minimum compressive strength shall be 4000psi @ 28days

Quantity: 1 UOM: EA Total:

Item Notes:

Package Items

16.1 Minimum charge for under 150 SF

Quantity: 1 UOM: Each Price: Total:

16.2 151 to 600 SF

Quantity: 200 UOM: ft2 Price: Total:

16.3 601 SF and above

Quantity: 650 UOM: ft2 Price: Total:

Response Total: \$335,305.00

CITY OF LAREDO
PURCHASING DIVISION

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 10/15/24

Print Name of person authorized to sign bid Nelso Molina

Title: Managing Member

Business Address: 2710 Zacatecas St.

City, State, Zip Code: Laredo Tx 78046

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: _____

Since 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

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes No

CITY OF LAREDO
PURCHASING DIVISION

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is officer currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No.
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No.

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No.

Is the Business in arrears in any contract or debt? Yes / No.

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No.

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business:

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

**CITY OF LAREDO
PURCHASING DIVISION**

27.0 Price Schedule

Pricing shall be a fixed rate for square foot or linear foot of repair needed.

Item No.	Description	Unit	Qty	Unit Rate	Amount (\$)	
1	Reinforced Concrete Repairs – 4 inch Sidewalk (including sidewalk transition ramp as per ADA standards) CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore sidewalks damaged or disturbed by Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which sidewalks, are to be placed. Sidewalk sections shall be removed by saw cutting. Minimum compressive strength shall be 3000psi @ 28days	Minimum charge for under 25 SF	Ea.	35	\$ 600.00	\$ 21,000.00
		26 to 100 SF	ft2	5000	\$ 13.00	\$ 65,000.00
		101 to 300 SF	ft2	1000	\$ 10.00	\$ 10,000.00
		301 SF and above	ft2	350	\$ 6.00	\$ 2,100.00
		Sub Total				
2	Reinforced Concrete Repairs – 6 inch Driveways CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore driveways damaged or disturbed by Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which driveways, are to be placed. Driveway sections shall be removed by saw cutting. Minimum compressive strength shall be 3000psi @ 28days	Minimum charge for under 25 SF	Ea.	15	\$ 600.00	\$ 9,000.00
		26 to 150 SF	ft2	1200	\$ 15.00	\$ 18,000.00
		151 to 400 SF	ft2	2200	\$ 14.00	\$ 30,800.00
		401 SF and above	ft2	1500	\$ 7.00	\$ 10,500.00
		Sub Total				
3	Reinforced Concrete Repairs – 6-inch Driveways (Washed Stone) CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore driveways damaged or disturbed by Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which driveways, are to be placed. Driveway sections shall be removed by saw cutting. Minimum compressive strength shall be 3000psi @ 28days	Minimum charge for under 25 SF	Ea.	5	\$ 400.00	\$ 2,000.00
		26 to 150 SF	ft2	100	\$ 20.00	\$ 2,000.00
		151 to 400 SF	ft2	400	\$ 12.50	\$ 5,000.00
		401 SF and above	ft2	500	\$ 8.00	\$ 4,000.00
		Sub Total				

CITY OF LAREDO
PUBLIC WORKS DIVISION

Reinforced Concrete Repairs - 8 inch thick pavement within ROW CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore pavements damaged or disturbed by Utilities Department, including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which pavements, are to be placed. Pavement sections shall be removed by saw cutting. Minimum compressive strength shall be 4000psi @ 28days	Minimum charge for under 75 SF	Ea.	2	\$600.00	\$1,200.00
	76 to 150 SF	ft2	100	\$20.00	\$2,000.00
	151 to 300 SF	ft2	300	\$12.00	\$3,600.00
	301 to 600 SF	ft2	350	\$10.00	\$3,500.00
	601 SF and above	ft2	650	\$6.00	\$3,900.00
				Sub Total	\$14,200.00

Reinforced Concrete Repairs - 10 inch thick pavement within ROW CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore pavements damaged or disturbed by Utilities Department, including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which pavements, are to be placed. Pavement sections shall be removed by saw cutting. Minimum compressive strength shall be 4000psi @ 28days	Minimum charge for under 75 SF	Ea.	1	\$800.00	\$800.00
	76 to 150 SF	ft2	100	\$10.00	\$1,000.00
	151 to 300 SF	ft2	300	\$10.00	\$3,000.00
	301 to 600 SF	ft2	350	\$8.00	\$2,800.00
	601 SF and above	ft2	650	\$8.00	\$5,200.00
				Sub Total	\$12,800.00

Reinforced Concrete Repairs - 12 inch thick pavement within ROW CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore pavements damaged or disturbed by Utilities Department, including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which pavements, are to be placed. Pavement sections shall be removed by saw cutting. Minimum compressive strength shall be 4000psi @ 28days	Minimum charge for under 75 SF	Ea.	1	\$800.00	\$800.00
	76 to 150 SF	ft2	450	\$10.00	\$4,500.00
	151 to 300 SF	ft2	300	\$8.00	\$2,400.00
	301 to 600 SF	ft2	350	\$8.00	\$2,800.00
	601 SF and above	ft2	650	\$8.00	\$5,200.00
				Sub Total	\$15,700.00

Reinforced Concrete Repairs - Curb & gutter (Type "A" or "B") CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore curb & gutter damaged or disturbed by Utilities Dept, including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which curb & gutters, are to be placed. Curb & gutter sections shall be removed by saw cutting. Minimum compressive strength shall be 3000psi @ 28days	Minimum charge for under 10 L.F.	Ea.	10	\$800.00	\$8,000.00
	11 to 25 L.F.	L.F.	200	\$50.00	\$10,000.00
	26 to 50 L.F.	L.F.	250	\$25.00	\$6,250.00
	51 to 100 L.F.	L.F.	250	\$15.00	\$3,750.00
					Sub Total

CITY OF LAREDO
PURCHASING DIVISION

7 Reinforced Concrete Repairs – Handicap Ramp - Truncated Dome (as per TxDOH/ADA Standard) Refer to Attachment C. CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore Handicap ramp damaged or disturbed by Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which handicap ramps, are to be placed. Handicap ramp sections shall be removed by saw cutting. Minimum compressive strength shall be 3600psi @ 28days	Estimated Quantity	Ea.	10	\$1,100.00	\$11,000.00	
	Sub Total					\$11,000.00

9 Reinforced Concrete Repairs – Valley Gutter (per City standard) CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore valley gutter damaged or disturbed by Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which valley gutters, are to be placed. Valley gutter sections shall be removed by saw cutting. Minimum compressive strength shall be 3000psi @ 28days	Minimum charge for under 10 L.F.	Ea.	1	\$750.00	\$750.00
	11 to 15 L.F.	L.F.	15	\$30.00	\$450.00
	16 to 25 L.F.	L.F.	25	\$15.00	\$375.00
	26 to 50 L.F.	L.F.	30	\$12.00	\$360.00
	51 to 75 L.F.	L.F.	60	\$10.00	\$600.00
Sub Total					\$2,535.00

10 Reinforced Concrete Repairs – Pavers/Bricks/Masonry Blocks CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore Pavers/Bricks/Masonry Blocks damaged or disturbed by Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which Pavers/Bricks/Masonry Blocks, are to be placed. Pavers/Bricks/Masonry Blocks sections shall be removed by saw cutting. Minimum compressive strength shall be 4000psi @ 28days	Minimum charge for under 25 SF	Ea.	2	\$400.00	\$800.00
	26 to 50 SF	ft2	30	\$12.50	\$375.00
	51 to 150 SF	ft2	700	\$10.00	\$7,000.00
Sub Total					\$8,175.00

11 Reinforced Concrete Repairs – 4 inch Sidewalk (Washed Stone), including sidewalk transition ramp (per ADA standard). CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore sidewalks damaged or disturbed by Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which sidewalks, are to be placed. Sidewalk sections shall be removed by saw cutting. Minimum compressive strength shall be 3000psi @ 28days	Minimum charge for under 25 SF	Ea.	2	\$450.00	\$900.00
	26 to 100 SF	ft2	75	\$7.00	\$525.00
	101 to 300 SF	ft2	105	\$7.00	\$735.00
	301 to 600 SF	ft2	305	\$6.00	\$1,830.00
	601 SF and above	ft2	605	\$5.00	\$3,025.00
Sub Total					\$1,015.00

CITY OF LAREDO
PURCHASING DIVISION

12	Reinforced Concrete Repairs - 4 inch Sidewalk (concrete), including sidewalk transition ramp per ADA standard). CONTRACTOR shall provide all labor, materials, tools, and equipment needed to relay/restore sidewalks damaged or disturbed by Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which sidewalks, are to be placed. Sidewalk sections shall be removed by saw cutting. Minimum compressive strength shall be 3000psi @ 28days	Minimum charge for under 25 SF	Ea.	1	\$ 600.00	\$ 600.00
		26 to 100 SF	ft2	30	\$ 10.00	\$ 300.00
		101 to 300 SF	ft2	110	\$ 10.00	\$ 1,100.00
		301 to 600 SF	ft2	305	\$ 8.00	\$ 2,440.00
		601 SF and above	ft2	605	\$ 8.00	\$ 4,840.00
					Sub Total	\$ 9,280.00

13	Reinforced Concrete Structure Repairs - 4 inch Concrete Pad. CONTRACTOR shall provide all labor, materials, tools, and equipment needed to build concrete pad for Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which concrete structure/pad are to be placed. Reinforcing steel shall conform to the requirement of Item 440, "Reinforcement Steel" of the TxDOT latest Provisions. Minimum compressive strength shall be 4000psi @ 28days	Minimum charge for under 150 SF	Ea.	1	\$ 1,500.00	\$ 1,500.00
		151 to 600 SF	ft2	200	\$ 12.00	\$ 2,400.00
		601 SF and above	ft2	650	\$ 10.00	\$ 6,500.00
					Sub Total	\$ 10,400.00

14	Reinforced Concrete Structure Repairs - 6 inch Concrete Pad. CONTRACTOR shall provide all labor, materials, tools, and equipment needed to build concrete pad for Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which concrete structure/pad are to be placed. Reinforcing steel shall conform to the requirement of Item 440, "Reinforcement Steel" of the TxDOT latest Provisions. Minimum compressive strength shall be 4000psi @ 28days	Minimum charge for under 150 SF	Ea.	1	\$ 2,000.00	\$ 2,000.00
		151 to 600 SF	ft2	200	\$ 12.00	\$ 2,400.00
		601 SF and above	ft2	650	\$ 11.00	\$ 7,150.00
					Sub Total	\$ 11,550.00

**CITY OF LAREDO
PURCHASING DIVISION**

15	Reinforced Concrete Structure Repairs – 8 inch Concrete Pad. CONTRACTOR shall provide all labor, materials, tools, and equipment needed to build concrete pad for Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which concrete structure/pad are to be placed. Reinforcing steel shall conform to the requirement of Item 440, "Reinforcement Steel" of the TxDOT latest Provisions. Minimum compressive strength shall be 4000psi @ 28days	Minimum charge for under 150 SF	Ea.	1	\$ 2,200.00	\$ 2,200.00
		151 to 600 SF	ft2	200	\$ 15.00	\$ 3,000.00
		601 SF and above	ft2	650	\$ 12.00	\$ 7,800.00
		Sub Total				

16	Vertical Retaining Wall Repairs – 6-inch Concrete Base. CONTRACTOR shall provide all labor, materials, tools, and equipment needed to build concrete pad for Utilities Department. Including any demolition, disposal, excavation, backfilling, and ordinary compaction of excavated area on which concrete structure/pad are to be placed. Reinforcing steel shall conform to the requirement of Item 440, "Reinforcement Steel" of the TxDOT latest Provisions. Minimum compressive strength shall be 4000psi @ 28days	Minimum charge for under 150 SF	Ea.	1	\$ 500.00	\$ 500.00
		151 to 600 SF	ft2	200	\$ 10.00	\$ 2,000.00
		601 SF and above	ft2	650	\$ 13.00	\$ 9,750.00
		Sub Total				

Total \$ 335,305.00

Total Price in Word: *Three hundred thirty-five thousand three hundred five dollars 0/100.*

******Bid Price Schedule must be completely filled out in order to be considered******

Notice to Contractor: (1.) Any and all items disturbed by the construction shall in every case be restored to their original or better condition as closely as possible prior to completion of the construction. Before work shall be considered complete, material not used and rubbish of every character must be removed from job site. (2.) Contractor must abide by City of Laredo Ordinance No. 2009-O-045. (Attachment A)

******City of Laredo reserves the right to request Test Cylinder at any time to perform compressive strengths test.******

CITY OF LAREDO
PURCHASING DIVISION

Expected completion in 1-3 working days per repair. ****Shall be uploaded onto Cit-E-Bid****

List all equipment that will be utilized for the completion of repairs to streets and right of ways.

barricades, temporary orange fencing, cones, sawcutter, bobcat, compactor, other small tools.

****Shall be uploaded onto Cit-E-Bid****

Provide listing of all current and prior contracts awarded to vendor by the City of Laredo.

Concrete Repairs Contract - 2021-current
Construction & Concrete Repairs - 2021-2023
Other bond projects related to sidewalks

****Shall be uploaded onto Cit-E-Bid****

Provide listing of contracts secured during the last five years other than those secured from the City of Laredo

United ISD - Facilities Maintenance & Repairs
Laredo ISD - Facilities Repairs & Remodels
Texas A&M International Univ - Sidewalk Repairs

****Shall be uploaded onto Cit-E-Bid****

Company Name: Midas Contractors, LLC

Owner/President Name: Nelso Molina

Company Address: 2710 Zacatecas St.

City, State, Zip Code: Laredo, TX 78046

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, (if any) and all specifications listed on this document."

*******Required Documentation is needed for bid consideration*******

2.00 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 officer, 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 the 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.

Nelson Molina

[Signature]
Signature

10/15/24

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.

OFFICE USE ONLY

Date Received

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.

1. Name of person who has a business relationship with local governmental entity.

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.)

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]
Signature of person doing business with the governmental entity

10/15/24
Date

CITY OF LAREDO
PURCHASING DIVISION
AFFIDAVIT

FY25-001

Project: Concrete Repair Services

Form of Non-Commissive Affidavit

AFFIDAVIT

STATE OF TEXAS }}
COUNTY OF WEBB }}

Nelso Molina

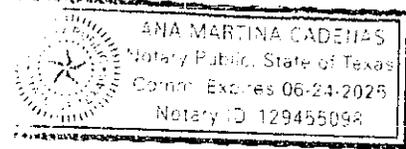
Being first duly sworn, deposes and says:

That person is a managing member of Midas Contractors, LLC.
(a Partner or Officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or 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: [Handwritten Signature]
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 October 2024.



Ana M Cadenas
Notary Public

My commission expires:

June 24 2025



City of Laredo Discretionary Contracts Disclosure

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

For details on use of this form, see Section 4.01 of the City's Ethics Code.
This is a New Submission or Correction or Update to previous submission.

1. Name of person submitting this disclosure form:

First: Nelso M.I.: _____ Last: Molina Suffix: _____

2. Contract Information:

a) Contract or Project name(s): FY25-001
Concrete Repair Services

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)

<u>Nelso Molina</u> 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

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

5. Name of partner, parent, or subsidiary business entity(ies): _____

CITY OF LAREDO
PURCHASING DIVISION

***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 101 of the Laredo Code for any City Council member or board/commission member that has not or will not be raised by any 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 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.

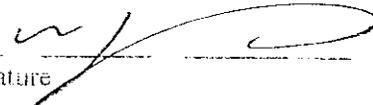
I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***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.

Nelson Molina

Name (Print)


Signature

Managing member

Title

Midas Contractors, LLC

Company or DBA

10/15/24

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

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

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

Certificate Number:
2024-1225494

Date Filed:
10/10/2024

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

Date Acknowledged:

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.

FY25-001
Concrete Repair Services - 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.



6 UNSWORN DECLARATION

My name is Nelso Molina, and my date of birth is 11/11/1976.

My address is 203 Valladolid, Laredo, TX, 78046, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Webb County, State of Texas, on the 10 day of October, 20 24.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CITY OF LAREDO
PURCHASING DIVISION

General 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 October 15, 2024; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on October 16, 2024.

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

Bid: Concrete Repair Services – Utilities Department
FY25-081

Bids can be downloaded and submitted through Cit-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

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 filing 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.

OFFICE USE ONLY
Date Received

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1) Name of vendor who has a business relationship with local governmental entity.

Midas Contractors, LLC

Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you determine that the originally filed questionnaire was incomplete or inaccurate.)

2) Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

3) 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

4) 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

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

Signature of vendor doing business with the governmental entity

10/15/24
Date

AFFIDAVIT

FY25-001
Project: Concrete Repair Services

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Nelso Molina

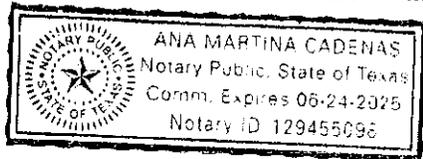
Being first duly sworn, deposes and says:

That he/she is a managing member of Midas Contractors, LLC
(a Partner or 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]
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 October 2024



[Signature]
Notary Public

My commission expires:

June 24, 2025



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Midas Contractors, LLC
2710 Zacatecas St
Laredo, TX 78046

SURETY:

(Name, legal status and principal place of business)

American Alternative Insurance Corporation
555 College Road East - P.O. Box 5241
Princeton, NJ 08543

OWNER:

(Name, legal status and address)

City of Laredo
1110 Houston St
Laredo, TX 78040

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of the Greatest Amount Bid (5% G.A.B.)

PROJECT:

(Name, location or address, and Project number, if any)

FY25-001 Concrete Repairs

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of October, 2024

Jada Aforo
(Witness)

Midas Contractors, LLC
(Principal)

(Seal)

(Title)

Debra Robinson
(Witness) Debra Robinson

American Alternative Insurance Corporation

(Surety)

Neira Hernandez
(Title) Neira Hernandez, Attorney-in-Fact

(Seal)

Init.

CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Russ Frenzel; Brady K. Cox; William D. Baldwin; Brent Baldwin; Michael B. Hill; Keith Rogers; Sam Freireich; Brock Anglin; Cindy Alford; Yamillec Ramos; Neira Hernandez; and Kristi Meek

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others to make, execute and deliver on its behalf, as Surety or Co-surety bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000) Such bonds and undertakings for said purposes when duly executed by said Attorney(s)-in-Fact shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By: Michael G. Kerner, President
Attest: Ignacio Rivera, Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



Jillian Sanfilippo
Jillian Sanfilippo, Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

- 1 That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware,
2 That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified, that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof,
3 That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution

- 4 The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof

Witness the hand of the undersigned and the seal of said Corporation this 15th day of October, 2024.



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera
Deputy General Counsel & Secretary



Bond Verification

Should you wish to verify the authenticity of this bond, please send your request, including a copy of the bond, via email to:

essuretyuwsupport@munichre.com

Bond Claims or Notices

Should you wish to file any notices to the Surety for this American Alternative Insurance Corporation bond(s) they should be sent via email, including all pertinent correspondence or information to:

p0060014688@munichre.com

or

Mail to: Munich Re Specialty Insurance
330 Madison Avenue, 12th Floor
New York, NY 10017
Attn: Surety Bond Claims