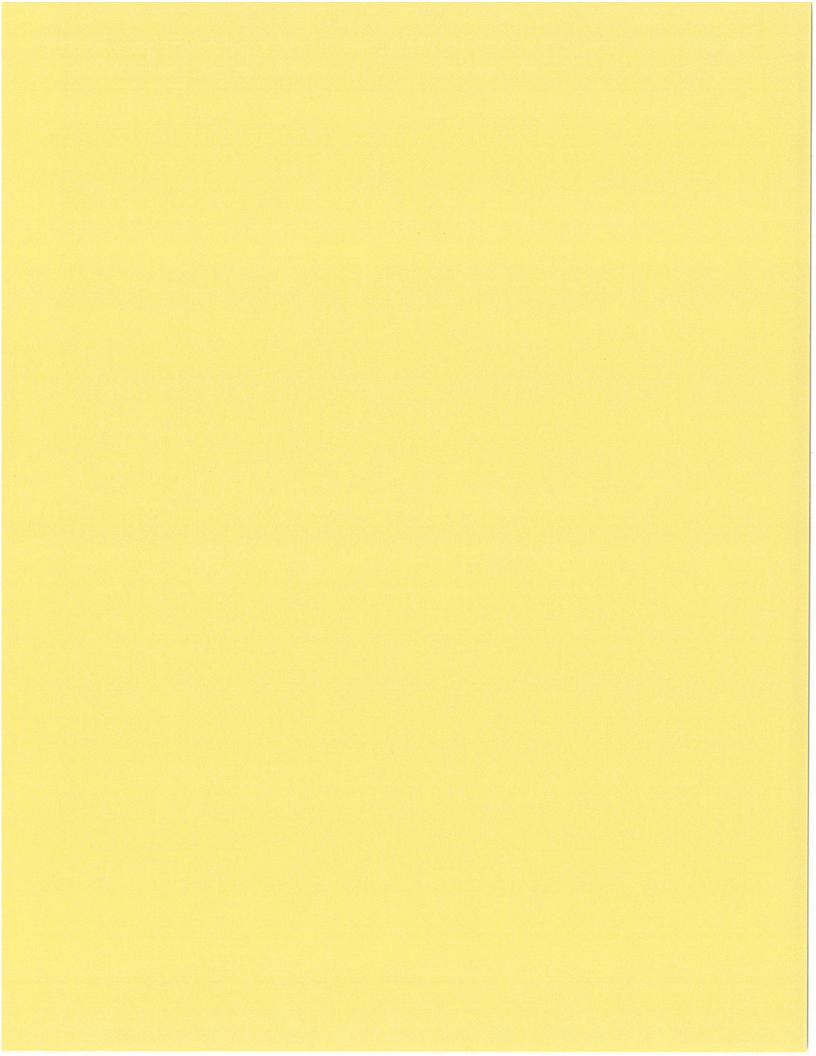
Date: MARCH 19, 2025			
Time: 10:00 am	Atte	Attendance List	
Place: City Secretary's Office			
BID: FY25-047 Addendum 1			
NAME	COMPANY	ADDRESS	TELEPHONE
Stephanie Alcala	City of Laredo	1110 Houston St.	956-791-7308
Bobbi			
			- 17 m = 1.1

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1





FY25-047 Addendum 1 AIMS Companies Pipeline Video Inspection LLC Supplier Response

Event Information

Number: FY25-047 Addendum 1

Title: 54" South Collector Rehabilitation Phase I - Assessment

Type: Invitation For Bid

Issue Date: 2/24/2025

Deadline: 3/18/2025 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

Page 2 of 15 pages Vendor: AIMS Companies FY25-047 Addendum 1

AIMS Companies Information

Contact:

Darcy Derkowski

Address:

3808 Knapp Rd

Phone:

Pearland, TX 77581

Email:

(281) 485-8816

Dderkowski@aimscompanies.com

Web Address: www.aimscompanies.com

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

Gerald Hoffpauir ir

ghoffpauir@aimscompanies.com

Email

Signature

Submitted at 3/18/2025 08:21:47 AM (CT)

Response Attachments

AIMS Project Experience.pdf

Experience

Laredo 1295.pdf

1295 form

Laredo Bid Bond.pdf

Bid Bond

Bid Attributes

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 ".

Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

Gerald Hoffpauir 713-875-5472

State how long under has the business been in its present business name

Since 2000

If applicable, list all other names under which the Business identified above operated in the last five years

CSI Consolidated, LLC

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.

Page 3 of 15 pages Vendor: AIMS Companies FY25-047 Addendum 1

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, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

no

7 Questions Part 2

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

no

8 State if the Company is a certified minority business enterprise

This company is not a certified minority business

9 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4, Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

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.

Conflict of Interest Questionnaire

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

1	Construction	Contract
2		

Construction Contract Requires Acknowledgement

☑ Acknowledge

1 Disclosure Form

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

1 This is a

New Submission

Question 1. Name of person submitting this disclosure form

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Mr. Gerald J Hoffpauir

1 | Question 2. Contract Information

Please include the following: a)Contract or Project Name b)Originating Department

FY25-047 Addendum 1 (54" South Collector Rehabilitation Phase I - Assessment), Purchasing

1 Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)

CSI Consolidated, LLC dba AIMS Companies

1 Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.

Not Applicable

1 Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

No response

Question 5. List any individuals or entities that will be subcontractors on this contract

Not Applicable

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.

none

Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract

Not Applicable

2 Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

2 Question 7. Disclosure of political contributions

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

Not Applicable

2 Question 7. Disclosure of political contributions

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

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.

Question 8. Disclosure of Conflict of Interest

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

I am not aware of any conflict of interest

8. Disclosure of Conflict of Interest

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

No response

2 Question 9. Updates Required

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

☑ I have read and understand this section

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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.

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 Question 11. Oath

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

Gerald Hoffpauir-Regional Estimator, CSI Consolidated, LLC dba AlMs Companies

3 Question 12. Oath

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

☑ I swear or affirm information is correct

3 | Company Information Questionnaire

☑ I have completed this section

3 | Conflict of Interest Questionnaire

☑ I have completed this section

3 Non-Collusive Affidavit

☑ I have completed and included this form.

3 Discretionary Contracts Disclosure

☑ I have completed this section

Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252,908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☑ I will comply with this form

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.

3

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://citvoflaredo.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

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Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

- (a) This contract will be awarded to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas Local Government Code.
- Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
- "Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).
- (e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival no sale"
- (g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
- 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
- 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
- 3. The contractor makes an unauthorized assignment for the benefit of any contractor.
- Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
- 4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

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

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

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

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

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

☑ I Agree to the Terms and Conditions

Page 11 of 15 pages

4

Insurance Terms and Conditions

- **INSURANCE REQUIREMENTS** If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.
- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each 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.
- (I) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.
- ☑ I agree my insurance meets minumum requirements

Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

☑ I certify to the terms and conditions

4 Contract Requirements

- **1.CODE OF ETHICS ORDINANCE** Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.
- 1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.
- 1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.
- 1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) **Upon Award of RFP Only** 1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.
- 1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section

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

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

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

☑ I have read and understand this section

4 Ordinace 2018-O-175

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

4 Acknowledgement of Questions & Answers

Acknowledgement of Questions & Answers.

✓ Vendor has acknowledged questions and answers.

Bid Lines

	· · · · · · · · · · · · · · · · · · ·				
1	Package Header				
	Price Schedule Unit prices are to include and cover the furnishir incidentals, and any other overhead necessary manner specified in the specifications.	•			•
	Quantity: 1 UOM: PKG		Total:		\$3,400,500.00
	Item Notes:				
	Package Items				
	1.1 Mobilization				
	Quantity: 1 UOM: Lump Sum	Price:	\$300,000.00	Total:	\$300,000.00
	1.2 54" Sewer Pipe Cleaning	_		-	
	Quantity: 25000 UOM: Linear Feet	_ Price:	\$90.00	Total:	\$2,250,000.00
	1.3 Post Cleaning CCTV Inspection				
	Quantity: <u>25000</u> UOM: Linear Feet	_ Price:	\$30.00	Total:	\$750,000.00
	1.4 Disposal of Debris				
	Quantity: 1 UOM: Cubic Yard	Price:	\$500.00	Total:	\$500.00
	1.5 Contingency 15% of total cost of line items 1	,2,3, and 4.			İ
	Quantity: 1 UOM: Each	Price:	\$100,000.00	Total:	\$100,000.00

Response Total: \$3,400,500.00



History of Projects of Similar Type & Scope

Experience providing sewer cleaning and inspection during the last five years:

AIMS excels at delivering thorough and accurate CCTV inspection and cleaning services for sewer systems, including programmed work and emergency response.

CITY OF PHOENIX, AZ



5+ year working history

Since 2015, AIMS has provided the City of Phoenix with on-call and scheduled cleaning services for sanitary and storm sewer systems. This includes the Citywide Vactor Services contract.

CITY OF SCOTTSDALE, AZ



4-year working history

The City Selected AIMS in 2016 to provide CCTV inspection services for its sewer collection system, including service locating, manhole locating, emergency call-outs, and over 350,000' of program work,

CITY OF MESA, AZ



4-year working history

The City Selected AIMS in 2016 to provide cleaning services for storm and sanitary lines on an asneeded and emergency basis.

CITY OF GOODYEAR, AZ



4-year working history

The City Selected AIMS in 2016 to provide cleaning services for storm and sanitary lines on an asneeded and emergency basis.

CITY OF GLENDALE, AZ



3-year working history

The City Selected AIMS in 2017 to provide cleaning services for its sewer and storm lift station system on an as-needed basis.

CITY OF HOUSTON, TX



20-year working history

Since 2000, AIMS has provided cleaning and CCTV inspection services for storm and sanitary sewer infrastructure, including emergency call-outs.

TXDOT TX



14-year working history

Since 2006, AIMS has provided cleaning and CCTV inspection services for storm sewer lift stations and infrastructure on multi-year contracts totaling over \$3 million.

CITY OF SAN JOSE, CA



2-year working history

The City Selected AIMS in 2018 to perform CCTV inspection and cleaning services for its sanitary sewer system. The work includes mainline and manholes.

CITY OF HERCULES, CA



2-year working history

The City Selected AIMS in 2018 to perform CCTV inspection and cleaning services for its sanitary sewer system. The work includes mainlines, laterals, and manholes.

CITY OF PALO ALTO, CA



2-year working history

The City Selected AIMS in 2018 for its three-year on-call contract to perform CCTV inspection and cleaning services for its sanitary sewer system. Includes inspection of laterals and manholes for programmed/emergency work.



CITY OF HOUSTON

Multi-Year Multi-Project Sewer Inspection & Cleaning Programs



Houston, TX

AIMS has provided Sanitary Sewer Cleaning and Televising services for the City of Houston since 2000 and has inspected approximately **18 million linear feet of 6"-108" pipe.**

Services:

- Pipeline Cleaning
- CCTV Inspection
- Manhole Inspection
- Lift Station & Well Cleaning
- Traffic Control
- GPS/GIS locates
- Public Notification

Deliverables:

- · Project Specific Reports:
 - Written
 - Video
 - POSM
 - Master Index Sheet
 - Map Change Forms
 - All reports in NASSCO -PACP, LACP, MACP

KEY FEATURES

- 6-108" diameter lines/mains
- · Sewer gravity mains
- Siphon Mains
- Condition assessment & documentation
- GIS data management
- Map production & corrections
- Manhole Inspection
- Work in tight areas
- Emergency ramp-up service
- Traffic control
- Control existing wastewater flow
- Waste material disposal
- Public notification

City of Houston Sanitary Sewer Cleaning and Television Inspection

Contact: Mary Bac, City of Houston: 611 Walker, 20th Floor, Houston, TX 77002 | 832-395-4992

Project Number	Pipeline Type & Sizes	Total Linear Feet	Project Dates
4277-93	• Sanitary • 6"-48" Sewer	• 455,149 LF	January 2017 - March 2018
4277-89	• Sanitary • 6"-48" Sewer	• 401,000 LF	July 2016 - July 2018
4277-95	• Sanitary • 6"-48" Sewer	• 408,000 LF	January 2018 - January 2020
4277-97	• Sanitary • 6"-84t" Sewer	• 320,000 LF	May 2018 - May 2020
4277-84	• Sanitary • 6"-48" Sewer	• 401,000 LF	September 2015 - September 2017
4277-83	• Sanitary • 6"-48" Sewer	• 366,000 LF	May 2022 - May 2024
4277-101	• Sanitary • 6"-24" Sewer	• 485,000 LF	July 2024 - Present
4277-106	• Sanitary • 6"-48" Sewer	• 239,000 LF	February 2018 - Present
5100-05	• Sanitary • 6"-24" Sewer	Work Order Based	February 2018 - Present
M-00010-4	• Sanitary • 18"-96" Sewer	Work Order Based	September 2015 - Present
M-430301-011-4	• Sanitary • 18"-96" Sewer	Work Order Based	February 2018 - Present



ATLANTA GAS & LIGHT/ SOUTHERN COMPANY GAS Cross Bore Legacy Program

Georgia

AIMS currently holds a Master Service Agreement to provide cross bore services for Atlanta Gas & Light, Southern Company Gas (AGL/SCG).

AIMS was selected by AGL to perform cross bore inspection and repairs within the state of Georgia. The work includes cross bore inspections, repairs, potholing, excavation, and sewer and gas repairs in the state of Georgia

PROJECT RESULTS

During our work for AGL/SCG, AIMS has earned a reputation within their organization for a higher completion rate of cross bores with fewer "incomplete inspections"

AIMS provided:

· 4-6 CCTV Trucks & Crews

Services:

- Mainline Inspection
- Lateral Inspection
- Cross Bore Inspection
- · Sewer & Gasline Repair
- Hydro Excavation
- Traffic Control

Project Role:

Prime Contractor

Contract Value:

\$2,000,000

Dates of Services:

2017 - Present

Client Contact:

Robin Rosen Atlanta Gas & Light/Southern Company Gas 10 Peachtree Place NE. Atlanta, GA 30309 470-423-7078 rrosen@southernco.com



Atlanta Gas Light



Southern Company

KEY FEATURES

- Cross Bore Inspection
- Mainlines
- Laterals
- Turnkey Sewer & Gas Line Repairs
- Potholing
- Excavation
- Safety Program
- Critical Expedited Schedule



JNS ENGINEERS, LLC Northwest Harris Multiphase Inspection & Clean Project

Texas

Since 2014 AIMS has provided TV inspection and cleaning services for JNS Engineers throughout Northwest Harris County, Texas. AIMS has performed this multi-year project with 100% accepted NASSCO deliverables.



AIMS cleaned and inspected over 100,000 LF of 6" - 30" diameter sanitary sewer pipeline for Northwest Harris County, all on schedule and on budget.

Services:

- · Small Diameter Pipelines
- CCTV Inspection
- Manhole Inspection
- Street Wet Well Cleaning
- Root Cutting
- GPS Mapping
- Multi Sensor Inspection
- · Public Notification

Project Role:

Prime Contractor

Contract Value:

\$140,000

All work performed on budget

Dates of Services:

2014 - 2019



KEY FEATURES

- 6-30" diameter lines/mains
- · GIS data management
- Map production and corrections
- · Work in tight areas
- Traffic control
- Control existing wastewater flow
- Remote obstruction removal
- Waste material disposal

Deliverables:

- · Project Specific Reports:
 - Written
 - Video
 - All reports in NASSCO -PACP, LACP, MACP

Client Contact:

Jon Strange JNS Engineers, LLC 722 Pin Oak Road, Suite 202A Katy, TX 77494 281-391-3366 jstrange@jnsellc.com



SAN ANTONIO WATER SYSTEM Annual Contract for Sanitary Sewer Cleaning and Inspection of Small Diameter Assets - # 20-20048

San Antonio, TX

AIMS was recently awarded the 2020 SAWS sanitary sewer collection system inspection of unspecified small assets work order contract.

CHALLENGES OVERCOME

AIMS has cleaned 155,880 LF to date for SAWS small diameter inspection project.

Services:

- · Small Diameter Pipelines
- CCTV Inspection
- Manhole Inspection
- Traffic Control
- Confined Space
- GPS Mapping
- Multi Sensor Inspection
- · Public Notification

Project Role:

Prime Contractor

Contract Value:

\$2,317,849

Dates of Services:

October 2020 to Ongoing



KEY FEATURES

- GIS data management
- Map production and corrections
- · Work in tight areas
- Traffic control
- Control existing wastewater flow
- Remote obstruction removal

Deliverables:

- Project Specific Reports:
 - Written
 - Video
 - All reports in NASSCO -PACP, LACP, MACP

Client Contact:

Dennis Laskowski San Antonio Water System 803 Castroville Rd. Suite 406 San Antonio, TX 78237 dennis.laskowski@saws.org (210) 233-3682

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 US	
(Name of business entity filing form, and the city, state and count of business. CSI Consolidated, LLC dba AIMS Companies	Certificate Number: 2025-1282732		
ŀ	Houston, TX United States		Date Filed:	
2 I	lame of governmental entity or state agency that is a party to the eing filed.	to the contract for which the form is 03/18/2025		
(City of Laredo		Date Acknowledged	l:
f	Provide the identification number used by the governmental entitlescription of the services, goods, or other property to be provid EY-25 Cleaning and Televising Sanitary Sewers	ty or state agency to track or identify led under the contract.	the contract, and pro	ovide a
4	Name of Internated Posts			of interest
	Name of Interested Party	City, State, Country (place of busing	ess) (check a	pplicable) Intermediary
The	Mihaletos Family 2020 Irrevocable Trust	Scottsdale, AZ United States	X	, memorally
Ster	ling US Infra SVCS	Westport, CT United States	×	
5 C	heck only if there is NO Interested Party.			
	NSWORN DECLARATION			
M	name is Gerald Hoffpawir	, and my date of b	oirth is 06/221	<u>/7/</u>
My	rame is Gerald Hoffpawir raddress is 3405 Almeda Grenoa (street)		77047 (zip code)	· USIK (country)
10	leclare under penalty of perjury that the foregoing is true and correct.		**	ĺ
Ë	recuted in <u>Harris</u> County,	State of /cxss on the /	8 day of Mach (month)	, 20 <u><i>2</i>5</u> . (year)
				
	~10.	Signature of authorized agent of contr (Declarant)	acting business entity	

BID BOND

Pennsylvania Insurance Company

CONTRACTOR:

(Name, legal status and address)

CSI Consolidated LLC dba AIMS Companies 9304 E Verde Grove View Scottsdale, AZ 85255

OWNER:

(Name, legal status and address)
City of Laredo
1110 Houston Street

1110 Houston Street Laredo, TX 78040

BOND AMOUNT: Five percent of total amount bid (5% of bid amount)

PROJECT:

(Name, location or address, and Project number, if any)
54" South Collector Rehabilitation Phase I - Assessment
FY25-047

SURETY:

(Name, legal status and principal place of business)

Pennsylvania Insurance Company 10805 Old Mill Road Omaha, NE 68154

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 17th day of March	, <u>2025</u> .	
	CSI Consolidated LLC dba AIMS Compaul	
	(Principal)	(Seal)
(Witness)	(Title)	
	Pennsylvania Insurance Company	2
Stephanie Cuitto	(Sulety) Matthew Fyr:	(Seal)
(Witness) Stephania Cuiffo	Attorney-in-Fact (Title)	

2

10805 Old Mill Road · Omaha. Nebraska 68154

POWER OF ATTORNEY NO. USIPHO01 0524

KNOW ALL MENBY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe, New Mexico does herby nominate, constitute and appoint:

Jeremy Polk, Matthew Erra, Sam Caringi

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not execut the sum of:

"Unlimited"

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.

"RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 16th day of August 2023.

California Insurance Company, Continental Indemnity Company, Illinois Insurance Company, Pennsylvania Insurance Company

By Jeffiey A. Silver, Secretar

STATE OF NEBRASKA COUNTY OF DOUGLAS SS:

On this Ifith day of August A.D. 20 23, before mea Notary Public of the Sate of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly swom, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

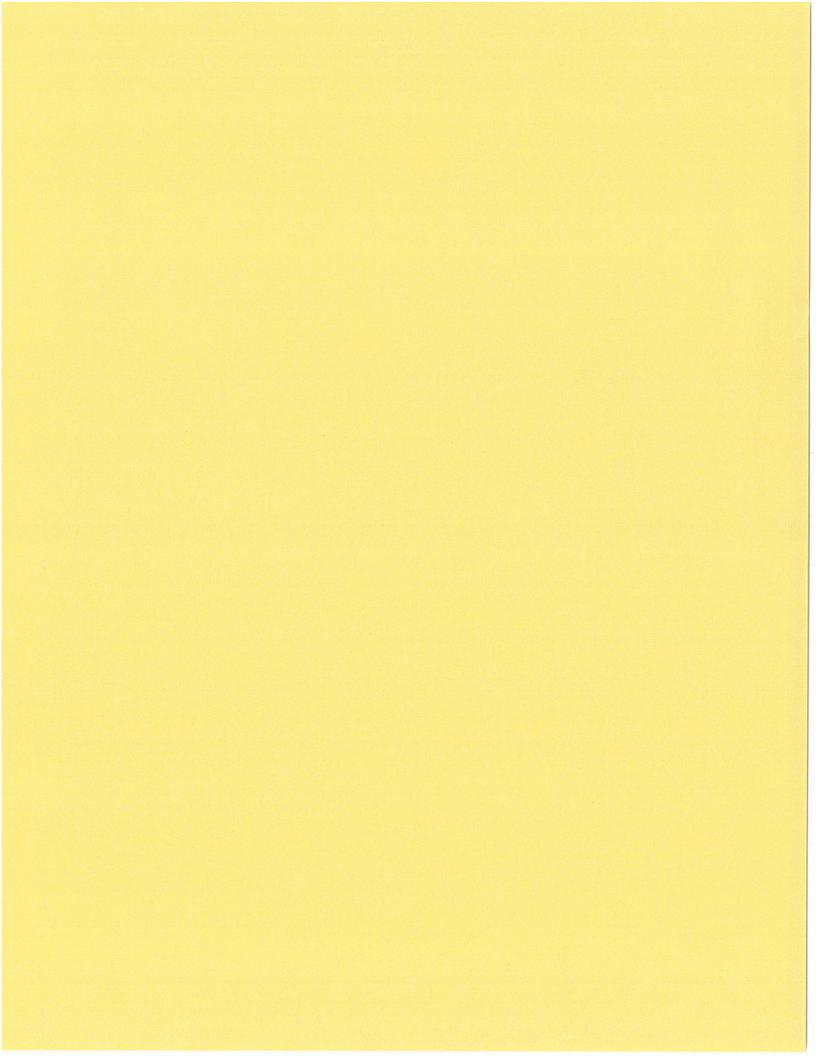
IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Do juglay, the day and year fig t above written.

GENERAL NOTARY - State of Nebraska LINDA S. DAVIS My Comm. Exp. September 1, 2027

I, the undersigned Officer of the California Insurance Company, a California Corporation of Foster City, California, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, New Mexico Corporations of Santa Fe, New Mexico, do herby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 17th day of March , 20 25

Jeffrey A. Silver, Secretary





FY25-047 Addendum 1 Ace Pipe Cleaning, Inc. Supplier Response

Event Information

Number: FY25-047 Addendum 1

Title: 54" South Collector Rehabilitation Phase ! - Assessment

Type: Invitation For Bid

Issue Date: 2/24/2025

Deadline: 3/18/2025 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 (7) Fax: 956 (7)

956 (794) 1733 956 (790) 1805

Email: ealdape@ci.laredo.tx.us

Ace Pipe Cleaning, Inc. Information

Contact:

Bobbi Dowland

Address:

6601 Universal Ave

Kansas City, MO 64120

Phone:

(816) 241-2891

Email:

bids@acepipe.com

Web Address: www.acepipe.com

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

Bobbi Dowland

bids@acepipe.com

Signature

Email

Submitted at 3/18/2025 12:11:44 PM (CT)

Supplier Note

Thank you for the opportunity to submit a response for this project!

Response Attachments

Bid_Form_Required Attach_Final.pdf

Bid Form and Required Attachments

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

Ace Pipe Cleaning, Inc. 816-241-2891 Steve Hontz, President and/or Bruce Vantine, Secretary/Treasurer

3 State how long under has the business been in its present business name

71

4 If applicable, list all other names under which the Business identified above operated in the last five years

N/A

5 State if the Company is a certified minority business enterprise

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

6 Questions Part 1

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

No

7 Questions Part 2

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

No

8 State if the Company is a certified minority business enterprise

This company is not a certified minority business

9 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission, 5. Members of the Planning and Zoning Commission, 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

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.

Conflict of Interest Questionnaire

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

1	Construction Contract			
2	Canada attan Canada da Danista	A . I		

Construction Contract Requires Acknowledgement

Acknowledge

1 Disclosure Form

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

1 This is a

New Submission

Question 1. Name of person submitting this disclosure form

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Steve Hontz

1 Question 2. Contract Information

Please include the following: a)Contract or Project Name b)Originating Department

54" South Collector Rehabilitation Phase I - Assessment, Utilities Department

1 Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)

Ace Pipe Cleaning, Inc.

Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.

Not Applicable

1 Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

No response

Question 5. List any individuals or entities that will be subcontractors on this contract

Not Applicable

Question 5. List any individuals or entities that will be subcontractors on this contract

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

No response

Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract

Not Applicable

2 Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

Question 7. Disclosure of political contributions

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

Not Applicable

2 Question 7. Disclosure of political contributions

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

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.

Question 8. Disclosure of Conflict of Interest

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

I am not aware of any conflict of interest

8. Disclosure of Conflict of Interest

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

No response

Q 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.

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

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 | Question 11. Oath

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

Steve Hontz, President; Ace Pipe Cleaning, Inc. 3/17/25

3 Question 12. Oath

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

☑ I swear or affirm information is correct

3 | Company Information Questionnaire

☑ I have completed this section

3 Conflict of Interest Questionnaire

☑ I have completed this section

3 | Non-Collusive Affidavit

☑ I have completed and included this form

3 | Discretionary Contracts Disclosure

☑ I have completed this section

Certificate of Interested Parties (Form 1295)

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

I will comply with this form

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.

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

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

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

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.
- **5.0 WITHDRAWAL OF BIDS** Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.
- **6.0 LATE BIDS OR MODIFICATIONS** Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.
- **7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS** If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata 5512, Thomas Ave, Laredo, TX 78041; email: jezapata@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
- (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
- (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
- (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo Purchasing Agent 5512

Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

- (a) This contract will be awarded to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas Local Government Code.
- Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
- "Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).
- (e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
- 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
- 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
- 3. The contractor makes an unauthorized assignment for the benefit of any contractor.
- Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
- 4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

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

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

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

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

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

☑ I Agree to the Terms and Conditions

4 0

Insurance Terms and Conditions

- **INSURANCE REQUIREMENTS** If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.
- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.
- (e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
- (g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
- 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
- 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
- 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
- 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
- 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
- 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
- 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
- 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
- (j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.
- (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
- (I) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.
- ☑ I agree my insurance meets minumum requirements

Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

☑ I certify to the terms and conditions

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.

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

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

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

☑ I have read and understand this section

4 Ordinace 2018-0-175

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

4 Acknowledgement of Questions & Answers

Acknowledgement of Questions & Answers.

✓ Vendor has acknowledged questions and answers.

Bid Lines

1	Package Header						
	Price Schedule Unit prices are to include and cover the furnishing of all labor, materials, pesticides, equipment, incidentals, and any other overhead necessary to perform the work described in the scope of services in a manner specified in the specifications.						
	Quantity: 1 UOM: PKG	Total:	Total: \$808,392				
	Item Notes:						
	Package Items						
	1.1 Mobilization						
	Quantity: 1 UOM: Lump Sum 1.2 54" Sewer Pipe Cleaning	Price:	\$15,000.00	Total:	\$15,000.00		
	Quantity: <u>25000</u> UOM: <u>Linear Feet</u> 1.3 Post Cleaning CCTV Inspection	Price:	\$26.00	Total:	\$650,000.00		
	Quantity: <u>25000</u> UOM: <u>Linear Feet</u> 1.4 Disposal of Debris	Price:	\$1.50	Total:	\$37,500.00		
	Quantity: <u>1</u> UOM: <u>Cubic Yard</u> 1.5 Contingency 15% of total cost of line items		\$450.00	Total:	\$450.00		
	Quantity: <u>1</u> UOM: <u>Each</u>	Price:	\$105,442.00	Total:	\$105,442.00		

Response Total: \$808,392.00

45.0 Bid Schedule

ltem	Description	Unit of Measure	Quantity	Price	Total
1	Mobilization	Lump sum	1	\$15,000.00	\$15,000.00
2	54" Sewer Pipe Cleaning	LF	25,000	\$26.00	\$650,000.00
3	Post-Cleaning CCTV inspection	L.F	25,000	\$1.50	\$37,500.00
4	Disposal of Debris	Cubic Yard	1	\$450.00	\$450.00
5	Contingency 15% of total cost of line items 1,2.3, and 4.	Each	1	\$105,442.00	\$105,442.00

Company Name: Ace Pipe Cleaning, Inc.	
Owner/President Name: Steve Hontz, President	
Company Address: 6601 Universal Ave.	
City. State. Zip Code: Kansas City, MO 64120	
Company Authorized Representative's Signature:	_fluxt
Company Representative's Name: Steve Hontz	

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document.

*Proposed Delivery Time: 100 days from Notice to Proceed

*Item #4 - Disposal price is per each cubic yard of debris delivered

46.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct."

Date 3/17/25
A REV V V V V V V V V V V V V V V V V V V
316-241-5054
ovantine@acepipe.com
ve., Kansas City, MO 64120
Other:
n the last five years.

Has the business, or any officer or partner thereof, failed	i to compl	ete a contract? Yes / (No)			
Is any litigation pending against the Business? Yes	/ (No.)				
Is offeror currently for sale or involved in any transactic lf yes, offer need to explain the expected impact both in	n to expai organizat	nd or to become acquired by another business entity? Yes / Notional and directional terms.			
Has the Business ever been declared "not responsive" for	or the purp	nose of any governmental agency contract award? Yes / (No.)			
Has the Business been debarred, suspended, proposed for voluntarily excluded, or otherwise disqualified from bid	or debarme ding, prop	ent, suspended, proposed for debarment, declared ineligible, osing, or contracting? Yes / No			
Are there any proceedings, pending relating to the Busin qualification to receive a public contract? Yes / No.	Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / (No.)				
Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / (No)					
Is the Business in arrears in any contract or debt? Yes / (No)					
Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No					
Have liquidated damages or penalty provisions been assorther reason? Yes / (No.)	essed agai	nst the Business for failure to complete work on time or for any			
State if company is a certified minority business enterprise:					
Historically Underutilized Business (HUB): Yes	(No)	Disadvantaged Business Enterprise (DBE): Yes			
Small Disadvantaged Business Enterprise (SDBC) Yes	140	Other: Please specify			
This company is not a certified minority business:					
The above minority information is requested for statistics expenditure the City w	al and tra ill make w	cking purposes only and will not influence the amount of with any given company			

47.0 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include:

- 1. Mayor
- 2. Council Members
- 3. City Manager
- 4. Members of the Fire Fighters and Police Officers Civil Service Commission.
- 5. Members of the Planning and Zoning Commission.
- 6. Members of the Board of Adjustments
- 7. Members of the Building Standards Board
- 8. Parks & Leisure Advisory Committee Member,
- 9. Historic District Land Board Member,
- 10. Ethics Commission Board Member,
- 11. The Board of Commissioners of the Laredo Housing Authority
- 12. The Executive Director of the Laredo Housing Authority
- 13. Any other City of Laredo decision making board member
 If additional information is needed please contact the Purchasing Agent at 956-794-1731

A HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO LOCAL GOVERNMENT CODE EXISTS. Steve Hontz	VIOLATION OF SECTION 176.006,
Name Signatúre Dale	
CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.	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).	Suc necessor
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.	
Name of person who has a business relationship with local governmental entity.	
Ace Pipe Cleaning, Inc.	
(The law requires that you file an updated completed questionnaire with the appropriate 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 an employment or other business relationship as defined by Section 176.001(1-a), Loc this Form CIQ as necessary.	
A. Is the local government officer named in this section receiving or fikely to receive taxable income, income, from the filer of the questionnaire? Yes	me, other than investment
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investor direction of the local government officer named in this section AND the taxable income is n governmental entity? Yes	nent income, from or at the ot received from the local
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect government officer serves an officer or director, or holds an ownership of 10 percent or more?	t to which the local Yes X No
D. Describe each employment of business relationship with the local government officer name	ed in this section. 3/17/25
Signature of person doing business with the governmental entity	Date

48.0

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS

COUNTY OF WEBB

{}Jackson

Steve Hontz

Being first duly sworn, deposes and says:

That he/she is

President of Ace Pipe Cleaning, Inc.

(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of:

Bidder, if the Bidder is an individual Partner, if the Bidder is a Partnership Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 17th day of March 20 25

Notary Public

My commission expires:

6/28/28

BOBBI DOWLAND
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned for Camden County
My Commission Expires 06/28/2028
Commission # 07138623



City of Laredo **Discretionary Contracts Disclosure**

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

For details on use of this form, see Section 4.01 if the City's Ethics Code.

Ace Pipe Cleanir		<u></u>	
First Steve	<u> </u>	M.I. Last Hontz	Suffix
*2. Contract Information	0.		
a) Contract or Project nam	ne(s): 54" South Co	llector Rehabilitation Phase	e 1 - Assessment
b) Originating Departmen	r(s): Utilities Depa	artment	
5) Originating Departmen	(3). <u>Ganago Dop</u> e		
*3 Name of individual(s)	or entity(ies) seeking	a contract with the city (i.e. pa	arties to the contract)
Ace Pipe Cleaning, Inc.		Steve Hontz	_ 1 & 16
Ace Pipe Cleaning, Inc. Name (Print)	Signature	Steve Hontz Name (Print)	Signature
Name (Print)		Name (Print)	
	Signature Signature		Signature Signature
Name (Print) Name (Print)	Signature	Name (Print) Name (Print)	Signature
Name (Print)		Name (Print)	
Name (Print) Name (Print)	Signature	Name (Print) Name (Print) Name (Print)	Signature
Name (Print) Name (Print) Name (Print) Name (Print)	Signature Signature Signature	Name (Print) Name (Print) Name (Print) Name (Print)	Signature Signature
Name (Print) Name (Print) Name (Print) Name (Print)	Signature Signature Signature ity(ies) that is a partne	Name (Print) Name (Print) Name (Print) Name (Print)	Signature Signature Signature entity(ics) of the individual or

*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.
x Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.
List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract:
*7. Disclosure of political contributions.
List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.
a) Any individual seeking contract with the city (Question 3)
b) Any owner or officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)
Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.
List of contributors:
Updates on Contributions Required
Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
*8. Disclosure of conflict of interest
Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section
2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

X. I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.				
I am aware of the following conflict(s) of interest:				
*Acknowledgements				
X Updates Required				
I understand that this form must be updated by submission of a revised before the discretionary contract is the subject of action by the City Co after any changes has occurred, whichever comes first. This include in after the initial submission and up until thirty (30) calendar days after the	uncil, and no later than five (5) business days formation about political contributions made			
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	:			
x I swear or affirm that the statements contained in this Discretionary (Contracts Disclosure Form including any			
attachments, to the best of my knowledge and belief are true, correct, and complete.				
$\mathcal{I} \mathcal{X} \mathcal{A} \mathcal{A}$	President			
Steve Hontz				
Name (Print) Signature	Title			
Ace Pipe Cleaning, Inc.	3/17/25			
Company or DBA	Date			

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo P.O. Box 579 Laredo, TX 78042-0579

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY						
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).							
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.							
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.							
Name of vendor who has a business relationship with local governmental entity.							
Ace Pipe Cleaning, Inc.							
completed questionnaire with the appropriate filing authority not later than the 7th busine	Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)						
Name of local government officer about whom the information is being disclosed.							
N/A							
Name of Officer							
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 X 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 X No							
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 as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.							
3/17/25 Signature of vendor doing business with the governmental entity	Date						
Commercial and annual met and Section and Application and Appl	- 440						

ACTION BY ALL OF THE DIRECTORS OF

ACE PIPE CLEANING BY WRITTEN CONSENT IN LIEU OF AN ANNUAL MEETING

The undersigned, being all the members of the Board of Directors of Ace Pipe Cleaning Inc., a Missouri corporation (the "Corporation"), hereby waive all notice, and hereby vote for, consent to, ratify, and adopt the following actions as if the same had been duly voted for, consented to, ratified, and adopted at a duly called and convened annual meeting of the board of directors of the Corporation:

RESOLVED, that the following persons are hereby elected to the offices of the Corporation set forth opposite such person's name, to serve until such person's successors are elected and qualified, in accordance with the By-Laws of the Corporation:

Steve Hontz Don Uberroth Theresa Calvert Bruce Vantine President Vice President Vice President Secretary / Treasurer

FURTHER RESOLVED, this consent may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This consent may be executed by facsimile, telecopy, pdf, or other reproduction, and such execution shall be considered valid, binding and effective for all purposes.

FURTHER RESOLVED, that any and all acts previously taken by the officers of the Corporation since the date of the last annual meeting (or written consent in lieu thereof) of the Board of Directors, are in all respects expressly ratified and confirmed as the acts and deeds of the Corporation.

Dated: January 10, 2019

Steve Hontz,

Being the Sole Director of the Corporat



EXPERIENCE / REFERENCES

City of Laredo, Texas

"54-inch Sanitary Sewer Collector Assessment"

Ace Pipe Cleaning, acting as the Prime contractor completed this contract during 2017. This project included approximately 38,121 feet of Multi-Sensor inspections and reporting on 24-inch to 54-inch sanitary sewer pipes. Cleaning of 18-inch to 30-inch double and triple barrel siphons, Accurate Mapping of double barrel sewer pipes and triple barrel siphons to include X, Y, and Z coordinates and By-pass pumping as required for triple siphons.

Contract Value: \$871,110.65

Contract Period: April 2017 - August 2017

Contact: Orlando Perez, City of Laredo, TX, operez@ci.laredo.tx.us (956-721-2000)

Address: 5816 Daugherty Ave., Laredo, TX 78041

City of Irving, TX

093D-21F Annual Storm & Wastewater Systems Cleaning, Inspection & Reporting Contract

Ace Pipe acting as the Prime contractor performed cleaning, inspection and reporting for approximately thirty-one thousand (31,000) linear feet of 4-inch thru 60-inch diameter wastewater main and appurtenances and approximately two thousand (2,000) linear feet of 12-inch thru 84-inch diameter reinforced concrete pipe and various sizes of reinforced concrete box culvert storm drains and appurtenances at various locations within the City.

Contract Period: 2021-2022

Contact: Darlene Humphries, Purchasing Manager, dhumphries@cityofirving.org (972) 721-3752

Address: 835 W. Irving Blvd., Irving, TX 75060

San Antonio Water System (SAWS) San Antonio, TX

20-20090 Annual Contract for Large Diameter Sanitary Sewer Cleaning and Inspection – Work Order Contract

Ace Pipe acting as the Prime contractor is performing control of existing wastewater flow, cleaning of the pipeline using high pressure water jets, mechanical cleaning equipment or other means as required, remote obstruction removal, locating and exposing manholes, internal TV inspection of wastewater collection system pipelines, underwater sonar inspections, internal laser inspection, and transportation and disposal of waste materials generated by the cleaning process on pipes ranging from 15" to 90" in diameter. Manholes and minor vault structures were also be cleaned and inspected as a function of the pipeline cleaning process.

Contract Value: \$1,620,800 **Contract Period**: 2021 – 2024

Contact: Dennis Laskowski. SAWS, dennis.laskowski@saws.org (210) 233-3682

Address: 2800 US Highway 281 North, San Antonio, TX 78212

San Antonio Water System (SAWS) San Antonio, TX

20-20091 Annual Contract for Small Diameter Sanitary Sewer Cleaning and Inspection – Work Order Contract

Ace Pipe acting as the Prime contractor is cleaning and internally inspecting approximately 660,000 linear feet of undesignated wastewater collection system gravity mains 21 inches and less in diameter. Work also includes traffic control, accessing and exposing manholes, controlling existing wastewater flow, remote obstruction removal, transporting and disposing of waste materials generated by the cleaning process, conducting internal CCTV inspection of wastewater collection system pipelines, managing associated data, re-securing existing manhole covers using best practices to ensure a watertight seal, and submitting map corrections.

Contract Value: \$874,409 Contract Period: 2020 – 2023

Contact: Dennis Laskowski. SAWS, dennis.laskowski@saws.org (210) 233-3682

Address: 2800 US Highway 281 North, San Antonio, TX 78212



Trinity River Authority of Texas

Pipeline Cleaning & CCTV Inspection 4430-044-G-22

Ace Pipe Cleaning is currently performing CCTV inspection, Multi-Sensor Inspection (MSI) platforms (Laser/LiDAR, Sonar and HDCCTV) and cleaning of 6 inch to 110 inch sewer pipe for Trinity River Authority of Texas, Northern Region Facilities. Facilities include but are not limited to water and wastewater treatment facilities located in Ellis, Dallas, Denton and Tarrant Counties.

Contract Value: Various per location / Max Value: \$1,363,500.00

Contract Period: 2022-Present

Contact: TRA, Bill Cyrus (214) 876-1480; Basilio Chavez (214) 876-8255:

Tim Morgan (469) 865-8989; Donald Thompson (214) 846-1473

Trinity River Authority of Texas

Pipeline Cleaning & CCTV Inspection 4430-044-G-16

Ace Pipe Cleaning performed CCTV inspection, Multi-Sensor Inspection (MSI) platforms (Laser/LiDAR, Sonar and HDCCTV) and cleaning of 6 inch to 110 inch sewer pipe for Trinity River Authority of Texas, Northern Region Facilities in 2016. Facilities included but were not limited to water and wastewater treatment facilities located in Ellis, Dallas, Denton and Tarrant Counties.

Contract Value: Various per location / Max Value: \$261,080.00

Contract Period: 2016-2017

Contact: TRA, Bill Cyrus (214) 876-1480; Basilio Chavez (214) 876-8255;

Tim Morgan (469) 865-8989; Donald Thompson (214) 846-1473

City of Fort Worth, Fort Worth, Texas

"Interceptor Condition Assessment Program - ICAP"

Acc Pipe acted as the Prime Contractor and completed this work during the years of 2015-2018. Work included the Sonar/Laser/HDCCTV- Sonar- Laser/CCTV Inspection of the entire Citywide Large Diameter Concrete Sewer Mains. In calendar year 2018 APC completed 104,195 FT of 24-inch to 74-inch Multi-Sensor (MSI) Inspection, 20,954 FT of 20-inch to 60-inch CCTV Inspection and 16,764 FT of 20-inch to 60-inch Cleaning. Total Scope was 588,000' L.F This project is the single largest project in the world for the 3 in 1 Inspection Technology. Ace Pipe Cleaning has completed approximately 488,000 L.F. of Level 2 Inspections the System. The City has saved millions of dollars in the "Prevention" of Large Diameter Sewer Mains. The program gives the Owner the "Remaining Useful Life" of Large Diameter Concrete Sewer Mains.

Contract Value: \$3,100,000.00 Contract Period: 2015-2018

Contact: Mark Shell, City of Fort Worth, TX, mark.shell@fortworthtexas.gov (817) 999-7907

City of Kansas City, MO, Kansas City, MO

City Wide Clean & TV for Overflow Control Program - Project 60810049 / Contract 1277 & 1277-1 Ace acted as the Prime Contractor on this project starting July, 2016. Two Subcontractors (MBE and WBE) assisted the team and provided daily crews for cleaning, televising and data review as well as manhole opening and locating. Project scope included Cleaning of 6-72" Combined Sewer and PACP CCTV of 6-72" Combined Sewer (Priced per LF)

Contract Value: \$3M

Contract Period: 2016 - 2018 & 2018-Present

Contact: Steve Stuempfig, PE, Burns & McDonnell sstuempfig@burnsmcd.com (816) 823-6196

Address: 9400 Ward Parkway, Kansas City, MO 64114



6601 Universal Avenue Kansas City, MO 64120 pt (616) 241-2691 f (616) 241-5054 office@acepipe.com

Metro Water Services, Nashville, TN

"Sewer Inspection for CAP/ER"

Ace Pipe Cleaning, acting as the Prime contractor, held a 5 year contract performing maintenance work for Metro Water Services. APC has performed 3 million Feet of Cleaning and Inspections including the use of the SL-Rat. APC utilizes ArcView for Map Corrections, G.I.S. GPS, NASSCO field data Integration-Hanson with MMS.

Contract Value: \$25M Contract Period: 2014-2019

Contact: Matt Lott, Project Manager matt.lott@nashville.gov (615) 862-4840

Address: 1450 Lebanon Pike, Bldg A, Nashville, TN 37210

St. Louis Metropolitan Sewer District, St. Louis, MO

"CCTV & Physical Inspection of Sewer Services" - Contract Number: 15380

APC is the prime contractor and is currently working on this contract. Under this contract, we are cleaning and televising various shapes and sizes of sewers, from as small as 6" round sewer laterals and mains to horseshoe sewers, egg shaped sewers, and arch sewers up to 198". We are using cleaning techniques, such as band cutting, to remove heavy roots from 30" round lines and chain knockers to remove roots, debris, and protruding taps from various sizes of round sewer. APC has cleaned and televised 295,000 feet of 6-inch to Greater than 48-inch sewer to date. We have performed 12,386 feet of Multi-Sensor Inspection to date. (Priced per LF and hourly rates) Two Subcontractors (MBE and WBE) assist the team by providing condition and action reports from our data to help the city maintain an operational system.

Contract Value: \$5,000,000.00 Contract Period: 2020 - Present

Contact: Brittnee Wilson, P.E., Civil Engineer, St. Louis MSD. bwilson@stlmsd.com

(314) 768-6294, Address: 2350 Market Street, St. Louis, MO 63103

St. Louis Metropolitan Sewer District, St. Louis, MO

"CCTV, Cleaning and Inspection Services" - Contract Number: 14655

APC is the prime contractor and has completed the field work on this contract. Under this contract, we are cleaning and televising various shapes and sizes of sewers, from as small as 6" round sewer laterals and mains to horseshoe sewers, egg shaped sewers, and arch sewers up to 198". We are using techniques such as band cutting to remove heavy roots from 30" round lines and chain knockers to remove roots, debris, and protruding taps from various sizes of round sewer. APC has cleaned and televised 1,243,119 feet of 6-inch to Greater than 48-inch sewer. We have performed 33,608 feet of Multi-Sensor Inspection and 14,286 feet of Sonar Inspection (Priced per LF)

Contract Value: \$7,500,000.00 Contract Period: 2017 - 2019

Contact: Brittnee Wilson, P.E., Civil Engineer, St. Louis MSD. bwilson@stlmsd.com

(314) 768-6294, Address: 2350 Market Street, St. Louis, MO 63103