



FY24-ENG-71

Epoxy Design Systems, Inc.

Epoxy Design Systems, Inc.

Supplier Response

Event Information

Number: FY24-ENG-71

Title: Inner City Park Pool Concrete Columns Repair – District IV

Type: Request For Bid

Issue Date: 5/6/2024

Deadline: 5/29/2024 04:00 PM (CT)

Notes: Bidders are strongly encouraged to submit their Request for Bid electronically through the use of Cit-E-Bid or in person - hand delivery. Bids without the required check or original bond will NOT be considered. Mailed responses (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile responses will NOT be considered. Copies of the construction plans and specifications may be viewed and/or downloaded free of charge from the City of Laredo website at:
<https://cityoflaredo.com/>
<https://cityoflaredo.ionwave.net/>

Construction Companies are strongly encouraged to submit

their Request for Bid electronically through the use of Cit-E-Bid and you must register as a supplier/consultant prior to submitting. If bidder needs to hand-deliver sealed Request For Bid, please follow the steps below:

MANUAL REQUEST FOR BID DROP OFF-PROCEDURES

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

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

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

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

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

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

Contact Information

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

Epoxy Design Systems, Inc. Information

Contact: Hank Taylor
Address: P.O. Box 19485
Houston, TX 77224-9485
Phone: (713) 461-8733
Fax: (281) 856-9909
Email: hank@epoxydesign.com
Web Address: WWW.EPOXYDESIGN.COM

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

Martha A Navarro for Epoxy Design Systems Inc

Signature

Submitted at 5/28/2024 10:31:00 AM (CT)

hank@epoxydesign.com

Email

Requested Attachments

Notice to Bidders

No response

Bidders shall review and be familiar with this information.

39.0 TAB A - COMPANY INFORMATION QUESTIONNAIRE

No response

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

40.0 TAB B - Conflict of Interest Disclosure

No response

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

41.0 Tab C - Non-Collusive Affidavit

No response

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

42.0 Tab D - Discretionary Contracts Disclosure

No response

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

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

No response

Form 1295 must be submitted to the Texas Ethics Commission within ten (10) days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Bid Package Specifications

No response

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

Structural Observations Report

No response

Bidders shall review and be familiar with this information.

As Built Plans

No response

Bidders shall review and be familiar with this information.

Bid Attributes

1 1.0 GENERAL TERMS AND CONDITIONS FOR REQUEST FOR BID

Interested Respondents or Bidders are required to submit a Request for Bid (RFB) upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents of the City of Laredo shall not be cause to alter the original contract or for a bidder to request additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding the services being requested. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of the City or the compensation to the bidder. (c) Bidders shall familiarize themselves with conditions relating to the scope, specifications, and restrictions regarding the execution of work to be performed under the contract. It is the bidder's responsibility to obtain any additional information it deems necessary to submit in its RFB, as well as in the performance of the contract. (d) Bidders are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. (e) The City of Laredo reserves the right to reject any RFB (submittals). (f) **The City of Laredo will not reimburse any firm for any costs involved in the preparation and submission of an RFB, amendments or other relevant documents associated with the RFB.**

I agree to the General Terms and Conditions

2 2.0 PREPARATION OF SUBMITTALS

Submittals shall be prepared in accordance with the following:

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

I have read and understand this section

3 3.0 SUBMISSION OF BIDS

(a) Request for Bid (RFB) and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the opening. (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the City Secretary's office, City Hall, 1110 Houston Street (3rd Floor), Laredo, Texas, 78040. (c) RFB forms can be downloaded and printed through *Cit-E-Bid*. Mailed bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile submittals **will not** be allowed/considered. (d) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

I have read and understand this section

4 4.0 REJECTION OF REQUEST FOR BID

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

(a) Bidder misstates or conceals any material fact in the RFB. (b) RFB does not strictly conform to the law or the requirements of the RFB. (c) Bidder is delinquent in the payment of taxes, including state and local, City of Laredo taxes; a bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (d) No RFB submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. The bidder will submit such reports as the City may, therefore, require assuring compliance with said practices. (e) The City may reject all RFB's or any part of an RFB whenever it is deemed necessary.

I have read and understand this section

5 5.0 WITHDRAWAL OF REQUEST OF BID

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

I have read and understand this section

6 6.0 LATE SUBMITTALS OR MODIFICATIONS

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

I have read and understand this section

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

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

PROTEST

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

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

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

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

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

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

I have read and understand this section

8 8.0 AWARD OF CONTRACT

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

I have read and understand this section

9 9.0 PAYMENTS & INVOICING

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

I have read and understand this section

10 10.0 CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/filinginfo/1295/>. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a

business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

(h) TITLE VI ASSURANCE

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

(i) INSURANCE REQUIREMENTS

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

1. Commercial general liability standard ISO insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include: products/completed operations (\$2,000,000 products/completed operations aggregate); XCU (explosion, collapse, underground) hazards; and contractual liability. Without limitation, the commercial general liability coverage must cover all operations required in the contract, as well as contractual liability for the indemnity obligations assumed by the Contractor in the contract. Coverage must be written on an occurrence form.

2. Workers' compensation insurance at statutory limits, including employers' liability coverage at minimum limits of \$1,000,000 each-occurrence, each accident/\$1,000,000 by disease each occurrence/\$1,000,000 by disease aggregate.

3. Commercial automobile liability insurance at a minimum combined single limit of \$1,000,000 per-occurrence for bodily injury and property damage, including non-owned and hired car coverage and owned vehicles if any are owned.

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

5. Pollution Legal Liability if applicable:

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

b) Contractors Pollution Liability:

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

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

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

c) Environmental Liability:

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

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

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

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

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

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

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

7. Builders Risk if applicable:

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

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

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

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

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

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

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

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

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

BONDS

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

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

**CITY OF LAREDO
INSURANCE PROVISIONS AND LIMITS**

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

I have read and understand this section

11.0 SCOPE OF WORK

This project consists of repairing six (6) concrete columns at Inner City Park Pool shade structure using epoxy adhesives that meets the physical requirements of ASTM C-881 Type I and IV, provide a carbon reinforced wrap around each column, and place a waterproof and UV protection high performance coating.

I have read and understand this section

12.0 BID OR PROPOSAL PREPARATION COST

The City of Laredo will not reimburse any proposer for any costs involved in the preparation and submission of bids, proposals, amendments or other relevant documents associated with the RFB.

I have read and understand this section

13.0 TERM OF AGREEMENT

Construction contract time for the project is thirty (30) working days.

I have read and understand this section

14.0 GENERAL CONDITIONS

Interested bidders shall familiarize themselves with conditions relating to the scope, specifications, and restrictions regarding the execution of work to be performed under the contract. It is the bidder's responsibility to obtain any additional information it deems necessary to submit in its RFB proposal, as well as in the performance of the contract.

Information contained in this document should not be considered all-inclusive. All questions or clarification regarding this RFB proposal request must be submitted to in writing to the City of Laredo Engineering and/or Purchasing Department on or before question deadline scheduled. All questions shall be made in writing, and the person submitting the request will be responsible for its prompt delivery.

City of Laredo Engineering Department
1110 Houston St.
Laredo, Texas 78040
(956) 791-7346

Each question, along with the City's response will be provided in writing to all prospective bidders and included as an addendum to the RFB document. Any verbal communication regarding this request for qualifications will be considered non-binding on either party.

I have read and understand this section

15.0 ADDITIONAL DISCUSSIONS

When determining the need for additional discussions following bid submission and evaluation, the City will determine based upon State procedures and the size and complexity of a project, the need for additional discussions following bid submission and evaluation.

I have read and understand this section

16.0 TENTATIVE SCHEDULE FOR PROJECT AWARD

1st Advertisement date: May 5, 2024
2nd Advertisement date: May 12, 2024
Pre-Bid Conference: May 16, 2024
Questions Deadline: May 24, 2024
Bid Due Date: May 29, 2024
Anticipated City Council Award: June 17, 2024

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

I have read and understand this section

17.0 SPECIAL ACCOMMODATIONS

To request special accommodations pursuant to the Americans with Disabilities Act (ADA), please notify the contact shown below, a minimum of 48 hours prior to a scheduled meeting. Please e-mail: Evelyn Gomez at egomez@ci.laredo.tx.us using the standard subject line: Special Accommodations, **FY24-ENG-71 "Inner City Park Pool Concrete Columns Repairs - District IV."** To request special accommodations pursuant to the Language Assistance Plan (LAP), for those with limited English proficiency who need the RFB or other information translated into another language please notify the contact shown below. Please e-mail: Evelyn Gomez at egomez@ci.laredo.tx.us using the standard subject line: Language Assistance Request, **FY24-ENG-71 "Inner City Park Pool Concrete Columns Repairs - District IV."**

I have read and understand this section

18.0 DISQUALIFICATION AND DEBARMENT CERTIFICATION

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

I have read and understand this section

| | |
|-----------|--|
| 19 | <p>19.0 DISPOSITION OF SUBMITTALS / TEXAS PUBLIC INFORMATION ACT ADHERENCE</p> <p>All bids or submittals and/or any portions thereof become the property of City upon receipt and will not be returned. Any information deemed to be confidential by bidder should be clearly noted on the page(s) where confidential information is contained. However, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by bidder may not be considered confidential under Texas law, or pursuant to a court order. The City of Laredo, by Records Management Ordinance No. 91-O-19, manages records from their creation to their ultimate disposition, consistent with the Texas Local Government Records Act and accepted records management practice; the City also follows the records retention guidelines set out by the Texas State Library and Archives Commission (TSLAC).</p> <p><input type="checkbox"/> I have read and understand this section</p> |
|-----------|--|

| | |
|-----------|---|
| 20 | <p>20.0 REQUIRED FORMS AND CONTENTS OF RFB SUBMISSION</p> <p>For an RFB to be considered it must contain the following information:</p> <p>CHECKLIST</p> <p>39.0 Tab A - Company Information Questionnaire</p> <p>40.0 Tab B - Conflict of Interest Disclosure</p> <p>41.0 Tab C - Non-Collusive Affidavit</p> <p>42.0 Tab D - Discretionary Contracts Disclosure</p> <p>43.0 Tab E - Certificate of Interested Parties (Form 1295)</p> <p>Bids without the required check or original bond will NOT be considered.</p> <p><input type="checkbox"/> I have read and understand this section</p> |
|-----------|---|

Bid Lines

| | |
|----------|--|
| 1 | <p>Complete restauration of cracks on the six (6) concrete columns around the anchorage of the canopy cables. The injection resin shall be a two component epoxy adhesives that meets the physical requirements of ASTM C-881 Type I and IV, Grade 3 which has the capability to bond concrete, provide a carbon fiber reinforced wrap around the upper one half of the columns where the cracks occurred, and place a waterproof and UV protection high performance coating that meets the requirements of DMS 6100, "Epoxies and Adhesives"</p> <p>Quantity: <u> 1 </u> UOM: <u> LS </u> Price: <input type="text" value="\$98,000.00"/> Total: <input type="text" value="\$98,000.00"/></p> |
| 2 | <p>Contingency Allowance</p> <p>Quantity: <u> 1 </u> UOM: <u> LS </u> Price: <input type="text" value="\$5,000.00"/> Total: <input type="text" value="\$5,000.00"/></p> <p>Item Notes: Note: Include a Contingency Allowance of \$5,000.00</p> |

Response Total: \$103,000.00

BID BOND

**Project:
FY24-ENG-71**

INNER CITY PARK POOL CONCRETE COLUMNS REPAIRS – DISTRICT IV

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

Epoxy Design Systems, Inc.

as Principal, and Merchants National Bonding, Inc. as

Surety, are hereby held and firmly bound unto

City of Laredo, Texas

as Owner in the penal sum of Five Percent of Amount Bid (5% G.A.B.)
for payment of which, well and truly to be made, we hereby jointly a severally bid
ourselves, our heirs, executors, administrations, successors and assigns.

Signed, this 29th day of May, 2024.

The condition of the above obligation is such that whereas the Principal has submitted to

City of Laredo, Texas a certain Bid,
attached hereto and hereby made a part hereof to enter into a Contract in writing for the

Inner City Park Pool, 202 W Plum St., Laredo, TX 78040, Job #FY24-ENG-71

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set fourth herein.

Epoxy Design Systems, Inc

W Taylor (L.S.)
Principal (Print and Sign)

Merchants National Bonding, Inc.

Surety

By:

kel
Kevin McQuain, Attorney-in-Fact

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Averi M Stockton; Cheryl R Colson; Courtney Goulding; Elaine Lewis; Kevin McQuain; Malia E Mann; Rita Nicholson; Rosalyn D Hassell; Sam Caringi; Scott D Chapman; Tristin Rosen

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 30th day of January, 2024.



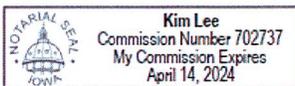
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 30th day of January 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 29th day of May, 2024.



William Warner Jr.
Secretary



MERCHANTS NATIONAL BONDING, INC. · P.O. BOX 14498 · DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 · FAX: (515) 243-3854

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

To get information or file a complaint with your insurance company or HMO:

Merchants National Bonding, Inc.
Call: Compliance Officer at (800) 671-8171
Toll-free: (800) 671-8171
Email: regulatory@merchantsbonding.com
Mail: P.O. Box 14498, Des Moines, Iowa 50306-3498

To get insurance information, you may also contact your agent:

USI Insurance Services
Call: (832) 702-8350
Mail: 480 Wildwood Forest Dr., Ste 760 Spring, TX 77380

The Texas Department of Insurance
To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance,
PO Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Merchants National Bonding, Inc.
Llame a: Compliance Officer al (800) 671-8171
Teléfono gratuito: (800) 678-8171
Correo electrónico: regulatory@merchantsbonding.com
Dirección postal: P.O. Box 14498, Des Moines, Iowa, 50306-3498

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030



**CITY OF LAREDO
FY24-ENG-71**

Inner City Park Pool Concrete Columns Repairs – District IV

**Required Submission of one original of the bid package
sheets from Section A-5.1 (10 pages)**

Initial & date acknowledgement of:

**Addenda if any, Wage
Determination, Labor Provisions, and
Affirmative Actions Programs**

**COVER PAGE FOR BID
PROPOSAL**

SECTION A-5

BID PROPOSAL

To: The City of Laredo, Texas

Honorable Dr. Victor D. Treviño, Mayor

From: Epoxy Design Systems, Inc.
Contractor

Address: 5805 Centralcrest St. Suite A
Phone: 713.461.8733
Fax: 281.856.9909

Project:
FY24-ENG-71
INNER CITY PARK POOL CONCRETE COLUMNS REPAIRS – DISTRICT IV

pursuant to Notice to Bidders, the undersigned bidder hereby proposes to furnish the labor, materials, and equipment in accordance with the plans and specifications, general conditions of the agreement, special provisions of the Agreement, and Addenda, if any. The bidder binds himself upon acceptance of his proposal to execute a contract and bonds accompanying form of performing and completing the said work within the time stated as required by the detailed specifications at the following unit prices. The quantities shown below are based on the Engineer's estimate of quantities and it is agreed that the quantities may be increased or diminished, and may be considered necessary in the opinion of the City of Laredo, Texas to complete the work fully as planned and contemplated, and that all quantities of work, either increased or decreased, are to be performed at the unit prices set forth below (except as provided in the General Conditions of the Agreement or the specifications, the contract documents).

Acknowledgment of Addenda: (Please initial and date):

Addendum No. 1: _____
Addendum No. 2: _____
Addendum No. 3: _____
Addendum No. 4: _____
Addendum No. 5: _____

Acknowledgment of other documents: (Please initial and date):

Wage Determination: VD 5/24/24
Labor Provisions: VD 5/24/24
Affirmative Action Program: VD 5/24/24

Project:
FY24-ENG-71
INNER CITY PARK POOL CONCRETE COLUMNS REPAIRS – DISTRICT IV

Form of Non-Collusive Affidavit

A F F I D A V I T

STATE OF TEXAS {}
COUNTY OF WEBB {}

Hank Taylor

being first duly sworn, deposes and says

That he is President / Owner
(a Partner or Officer of the firm of, etc.)

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

Hank Taylor H. Taylor
Signature of (Print and Sign)

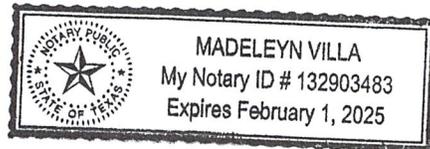
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 24th day of May, 2024.

[Signature]
Notary Public

My Commission expires

2/1/25



**INFORMATION FROM BIDDERS
MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL**

**Project:
FY24-ENG-71
INNER CITY PARK POOL CONCRETE COLUMNS REPAIRS – DISTRICT IV**

Statement of Qualifications: (Similar Projects Completed by Bidder)

| | | |
|----|--------------------|---|
| 1. | Name of Project: | <u>Marathon Galveston Bay Vaccum Tower structural strengthening</u> |
| | Value of Contract: | <u>875,000.00</u> |
| | Date Completed: | <u>04/15/2020</u> |
| 2. | Name of Project: | <u>Houston Rapid Transit -10K LF Epoxy Injection</u> |
| | Value of Contract: | <u>960,000.00</u> |
| | Date Completed: | <u>07/01/2016</u> |
| 3. | Name of Project: | <u>US 281 - IH2 Interchange - Pharr TX</u> |
| | Value of Contract: | <u>225,000.00</u> |
| | Date Completed: | <u>02/15/2024</u> |

Experience Data: (Include name and experience record of the Superintendent)

JOSE HERNANDEZ:

Major Projects:

*TXU Glenrose Nuclear Tunnel-Restoration
*Satterfield - Pontions-Column Repair
*Port of Houston Wharf 44-45-Concrete Repair
*Gladewater Damn-Concrete Reapair
*Port of Houston Wharves 1-5-Concrete Reapir
Green Bank WW Radio Telespoce Foundation

Safety Training:

*OSHA 10
*Basic Plus

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the Owner deems it necessary.

**NOTE: TO BE SUBMITTED UPON REQUEST

IS NOT AN ACCEPTABLE ANSWER.**

Project:
FY24-ENG-71
INNER CITY PARK POOL CONCRETE COLUMNS REPAIRS – DISTRICT IV

Proposed Progress Schedules:

1. Inject Column
2. Repair Spalls
3. Apply CRFP
4. Apply Coating

Work will commence 10 days after notice to proceed

Job to be completed within 30 working days weather permitting

Data on Equipment to be used on the Work: (Include the number of machines, the type, capacity, age and conditions and location)

1. Epoxy Injection Machine
2. Pressure Washer
3. Generator
4. Company Truck
5. Compressor

PLEASE NOTE THAT ALL EDS EQUIPMENT HAS BEEN MATINATED AND IS IN GOOD WORKING ORDER

Subcontractors: (Submit a list of proposed Subcontractors. List sources, types and manufacturers of proposed materials)

EDS WILL COMPLETE 100% OF THE WORK

Materials will be purchased from a single source SIKA Corporation supplier

NOTE: TO BE SUBMITTED UPON REQUEST
IS NOT AN ACCEPTABLE ANSWER.

CITY OF LAREDO
ENGINEERING DEPARTMENT
BID SCHEDULE

PROJECT:
FY24-ENG-71
INNER CITY PARK POOL CONCRETE COLUMNS REPAIRS – DISTRICT IV

1.0 Base Bid

| Item No. | Estimated Qty. | Unit | Description of item with Unit Price Written in Words | Unit Price (in numbers & words) | Amount |
|----------|----------------|------|---|------------------------------------|--------------|
| 1 | 1 | LS | Complete restauration of cracks on the six (6) concrete columns around the anchorage of the canopy cables. The injection resin shall be a two component epoxy adhesives that meets the physical requirements of ASTM C-881 Type I and IV, Grade 3 which has the capability to bond concrete, provide a carbon fiber reinforced wrap around the upper one half of the columns where the cracks occurred, and place a waterproof and UV protection high performance coating that meets the requirements of DMS 6100, "Epoxies and Adhesives" at: _____ per unit. | 98,000.00 Ninety-Eight Thousand | \$ 98,000.00 |
| 2 | 1 | LS | Contingency Allowance | \$5,000.00 | \$5,000.00 |

TOTAL BASE BID AMOUNT \$ 98,000.00

TOTAL BASE BID WRITTEN IN WORDS: Ninety-Eight Thousand and Zero Cents

TOTAL ALTERNATE #1 AMOUNT \$ 5,000.00

TOTAL ALTERNATE #1 WRITTEN IN WORDS: Five Thousand and Zero Cents

Epoxy Design Systems, Inc.

Contractor


Signature

President / Owner

Title

5805 Centralcrest St. Suite A
Address

Houston, TX 77092
City/State

Zip Code

Telephone Number: (713)461-8733

Fax Number: (281)856-9909

Date: 05/29/24

Item No. 1: In order to perform this job, it is the contractor responsibility to de-tension and remove the cables that attach the shade structure to the columns. All items shall consist of furnishing all labor, equipment, tools, injection and auxiliary equipment, material, and supervision necessary for the contractor should repair cracks and delamination, or fill voids in concrete columns, and conduct test confirming the success of the repair performed using an epoxy injection as per city specifications, to include mobilization, tools, equipment, material testing, and final inspection report from a licensed professional/structural engineer in the State of Texas when complete in place (turn-key-project).

Item No. 2: This amount shall be added as part of the based bid.

General notes:

1. All bid items will be paid for when complete, in place, tested and accepted by the City of Laredo.
2. The City of Laredo reserves the right to award the base bid or any of the alternate bids listed above or reject all bids if funding is not available.
3. The successful bidder/contractor shall coordinate with the City of Laredo Engineering Department and Inner City Pool Fabric Shade Structure Replacement contractor prior to beginning any repairs.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/24/2024

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

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

| | | | |
|--|--|---|-----------------------|
| PRODUCER Greenwood Insurance Group, Inc. 2700 Research Forest Dr. Suite 124 The Woodlands TX 77381 | CONTACT NAME: Heather Lindsey PHONE (A/C, No, Ext): 281-397-7844 E-MAIL ADDRESS: heather@greenwoodinsurance.net | | FAX (A/C, No): |
| | INSURER(S) AFFORDING COVERAGE | | |
| INSURED Epoxy Design Systems, Inc. P.O. Box 19485 Houston TX 77224-9485 | EPOXDES-01 | INSURER A : Texas Mutual Insurance Co. | 22945 |
| | | INSURER B : Travelers Casualty Insurance Company of America | 19046 |
| | | INSURER C : Lloyd's of London | |
| | | INSURER D : Clear Blue Specialty Ins Co | 37745 |
| | | INSURER E : Navigators Specialty Ins. Co. | 36056 |
| | | INSURER F : Evanston Insurance Company | 35378 |

COVERAGES

CERTIFICATE NUMBER: 861976473

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|--------------------------------|-------------------------|-------------------------|--|
| D | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | AR01-RS-2401606-04 | 4/7/2024 | 4/7/2025 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | BA3P198990 | 4/7/2024 | 4/7/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| E | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | HO24EXCZ0B35ZIC | 4/7/2024 | 4/7/2025 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | TSF-0001115842 | 4/7/2024 | 4/7/2025 | <input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER Includes USL & H E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C F | Maritime Employer's Liab/Jones Ac Contractor's Pollution Liability | | B085624L002026 CPLMOL123070 | 4/7/2024 4/7/2024 | 4/6/2025 4/7/2025 | Per Accident 1,000,000 General Aggregate 2,000,000 |

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

Worker's Compensation for New Mexico and West Virginia: Argonaut Insurance Company
Policy Number: WC 928978768524 / Limit: \$1,000,000 Each Accident

Protection & Indemnity: Argonaut Insurance Company
Policy Period: 12/22/23 to 12/22/24
Policy Number: 726OM5553-00 / Limit: \$1,000,000 Each Occurrence

See Attached...

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

| | | | |
|---|-----------|--|--|
| AGENCY Greenwood Insurance Group, Inc. | | NAMED INSURED Epoxy Design Systems, Inc. P.O. Box 19485 Houston TX 77224-9485 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein.

General Liability:
 Blanket additional insured Ongoing Operations per form CG2010 0704
 Blanket additional insured Completed Operations per form CG2037 0704
 Blanket waiver of subrogation per form CG2404 0509
 Primary non-contributory per policy terms and conditions
 30-day notice of cancellation except 10 day notice for non payment as required by written contract
 Liability deductible: \$5,000 BI/PD per occurrence

Automobile:
 Blanket additional insured per written contract
 Blanket primary/non-contributory per policy terms and conditions
 Blanket waiver of subrogation per written contract

Worker's Compensation:
 Blanket waiver of subrogation per form WC 42 03 04 B
 USL&H included in Worker's Compensation

Excess Liability/Umbrella:
 Policy follows form over the General Liability, Employers Liability and Commercial Auto policies.

Coverage and endorsements shown on the certificate are subject to policy terms and conditions.

Project: Inter City Park Pool Concrete Columns Repair
 Project FY-24-17

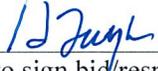
CITY OF LAREDO
PURCHASING DIVISION

39.0 Tab A – Company Information Questionnaire

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

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

Name of Offeror (Business) Epoxy Design Systems, Inc.

Signature  Date 05/29/24
of person authorized to sign bid/response

Print Name Hank Taylor
of person authorized to sign bid/response

Title: President / Owner

Business Address: 5805 Centralcrest St. Suite A

City, State, Zip Code: Houston, TX 77092

Telephone Number: 713.461.8733 Fax Number: 281.856.9909

Contact Person Email Address: hank@epoxydesign.com

Federal Tax ID Number: 7250814382

Bidders Principal/Corporate Place of Business Address: 610 Hallie, Houston TX 77024

Indicated Status of Business:

Corporation Partnership Sole Proprietorship Other:

If other state business status: N/A

State how long under its present business name: 47 years

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

N/A

**CITY OF LAREDO
PURCHASING DIVISION**

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

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No
Is any litigation pending against the Business? Yes / No

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

| | | | | | |
|--|-----|----|--|------------|----|
| Historically Underutilized Business (HUB): | Yes | No | Disadvantaged Business Enterprise (DBE): | Yes | No |
| Small Disadvantaged Business Enterprise (SDBC) | Yes | No | Other: Please specify | <u>SBE</u> | |

This company is not a certified minority business:

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

CITY OF LAREDO
PURCHASING DIVISION

check box if applicable

I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Hank Taylor

Name

H Taylor

Signature

05/29/24

Date

| CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity | | FORM CIQ |
|--|------------------------|-----------------|
| <p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p> | OFFICE USE ONLY | |
| | Date Received | |
| 1 Name of person who has a business relationship with local governmental entity. | | |
| 2 Check this box if you are filing an update to a previously filed questionnaire. | | |
| (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.) | | |
| 3 Name of local government officer with whom filer has employment or business relationship. | | |
| Name of Officer | | |

**CITY OF LAREDO
PURCHASING DIVISION**

4. This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

05/29/24

Date

CITY OF LAREDO
PURCHASING DIVISION

41.0 Tab C – AFFIDAVIT

Project: FY24-ENG-71

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is HANK TAYLOR
(a Partner of officer of the firm of, etc.)

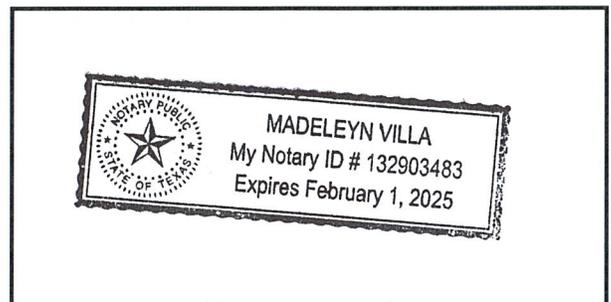
The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, 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.

H Taylor President
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 24th day of May 2024.

[Signature]
Notary Public

My commission expires:
2/1/25



CITY OF LAREDO
PURCHASING DIVISION



42.0 Tab D: City of Laredo - Discretionary Contracts Disclosure (4 pages)

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

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

*This is a ___ New Submission or ___ Correction or ___ Update to previous submission.

***1. Name of person submitting this disclosure form.**

Hank _____ Taylor _____
First M.I. Last Suffix

***2. Contract Information.**

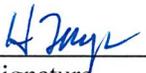
a) Contract or Project name(s):

FY24-ENG-71 INNER CITY PARK POOL CONCRETE COLUMNS REPAIR - DISTRICT IV

b) Originating Department(s):

ENGINEERING

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

| | | | |
|----------------------------|---|-----------------------|--------------------|
| Epoxy Design Systems, Inc. |  | | |
| _____ Name (Print) | _____ Signature | _____ Name (Print) | _____ Signature |
| _____ Name (Print) | _____ Signature | _____ Name (Print) | _____ Signature |
| _____ Name (Print) | _____ Signature | _____ Name (Print) | _____ Signature |
| _____ Name (Print) | _____ Signature | _____ Name (Print) | _____ Signature |

CITY OF LAREDO
PURCHASING DIVISION

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

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

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

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

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors:

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

Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract:

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity 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:

**CITY OF LAREDO
PURCHASING DIVISION**

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.

***8. Disclosure of conflict of interest**

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

I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest:

***Acknowledgements**

Updates Required

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

No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for 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 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.

**CITY OF LAREDO
PURCHASING DIVISION**

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

***Oath**

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

Hank Taylor _____

Name (Print)

Signature

Title President

Epoxy Design Systems, Inc. _____



05/29/24 _____

Company or DBA

Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:
City of Laredo
P.O. Box 579
Laredo, TX 78042-0579