# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

# REGULAR MEETING AGENDA

**A-2024-R-12**

**Monday, August 5, 2024**
**5:30 PM**

**City Council Chambers**

## City Council

**Recognition and Communication**
**4:30 P.M.**

**The Mayor will be presenting the following:**

1. The Mayor recognizes the Laredo Morning Times Newspaper as part of the Mayor's Century Club for its 100th anniversary.
2. Recognizing the United ISD - United South Middle School 8th grade boy's basketball team, for winning back-to-back district and citywide championships. The players are: Robert Villarreal, Brayden Olivo, Andre Garza, Edward "EJ" Murillo, Adolfo "AJ" Arriaga, Jayden Muniz, Carlos Chavez, Jorge Haro, Roberto Barrientos, Roberto Ramirez and Marco Chapa. Head coach: Joseph Martinez and Assistant Coach: Jose A. Olivo.
3. Recognizing The Laredo Little Theatre for promotion of the artistic expressions in Laredo since 1911.
4. August's National Breastfeeding Month offers a wonderful opportunity to highlight the advantages of human milk and stress the need to protect, promote, and support breastfeeding practices and policies.

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**City of Laredo**
**Regular City Council Meeting**
**A-2024-R-12**
**COUNCIL CHAMBERS**
**1110 HOUSTON STREET**
**LAREDO, TEXAS 78040**
**August 5th, 2024**
**5:30 P.M.**

**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. MOMENT OF SILENCE**

**IV. ROLL CALL**

**V. MINUTES**

Approval of Minutes:

July 22nd, 2024

**CITIZEN COMMENTS**

Citizens can participate through in-person comments. Citizens wishing to provide in-person comments are required to fill out a witness card and submit it to the City Secretary no later than 5:45 p.m. and identify themselves at the microphone. Comments are limited to three (3)

minutes per speaker. Speakers may not pass their minutes to any other speaker. All comments should be relevant to City business and delivered in a professional manner. No derogatory remarks will be permitted.

## VI. RECOGNITION

## VII. COMMUNICATIONS

**1.** 1. Recognition of Members of the City Charter Revision Commission. **24-1548**

## VIII. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

**1.** Appointment by Council Member Melissa Cigarroa of Micheal Barron to the Planning and Zoning Commission. **APPT. - 63**

**2.** Appointment by Council Member Melissa Cigarroa of Miguel Rangel to the Suicide Prevention Committee. **APPT. - 64**

## IX. PUBLIC HEARING & INTRODUCTORY ORDINANCE

**1.** Public Hearing and Ordinance of the City of Laredo, Texas, amending section 24.65.0 (b) of the Land Development Code, prohibiting the parking and storing of any commercial vehicle that exceeds one ton in manufacturer's gross vehicle weight rating or that has more than two axles within five-hundred feet of any public or private elementary or secondary school, park, or public playground. **24-1511**

**Attachments:** Commercial Vehicle Parking Ordinance

**2.** Public Hearing to approve the installation of aluminum metal letters to be attached to an existing monument sign for advertising on Lots 11 and 12, Block 559, Eastern Division, located at 902 Market Street. This property is a local historic landmark. **24-1403**

Historic District Landmark Board failed to establish quorum on July 11, 2024, therefore, the item is being presented for Council consideration pursuant to Municipal Code of Ordinances Section 2-156, which states, "To the extent permitted by law, if a committee is unable to establish a quorum for a regularly scheduled meeting, the city manager may bypass the committee and place any item on the committee's agenda for that meeting on the next regularly scheduled city council meeting." (Ordinance Number 2018-O-050)

Staff supports the application.

HD-005-2024
District III

**Attachments:** HD-005-2024 - Intro Staff Report
HD-005-2024 - Maps
HD-005-2024 - Proposed Scope of Work
HD-005-2024 - Site Plan
HD-005-2024 - Specs for the Proposed Signage
HD-005-2024 - Material Description & Photos
HD-005-2024 - Proposed Rendering
HD-005-2024 - Existing Monument Sign Measurements
HD-005-2024 - Existing Monument Sign Photos

**3.** Public Hearing and Introductory Ordinance of the City of Laredo, Texas amending Chapter 28, Article I, Section 28-4 of the Code of Ordinances by replacing the existing section (entitled fee for temporary lease of a street for private use") in its entirety with new Section 28-4 (entitled "permits required for temporary street closure"); to allow temporary street closures for certain purposes; providing for the repeal of any conflicting provisions; providing for fees; providing for penalty and providing an effective date. **24-1499**

**Attachments:** Draft-Temporary Street Closure Ordiance 5.08.2024 (002)

**4.** Public Hearing and Introductory Ordinance of the City Council of the City of Laredo, Texas ordering and proclaiming a special election, to run concurrent with the General Election, for the submission of Charter Amendments to be held within the City on November 5, 2024; and providing for severability, designating polling places, publication, and an effective date. **24-1513**

**Attachments:** City of Laredo Charter
Charter Amendment Ordinance 2024
Charter Amendment Attachment

**5.** Public Hearing and Introductory Ordinance of the City of Laredo, Texas, amending Section 1 of Ordinance 2024-O-110 establishing that all commercial customers that arrive at the toll booth using the Automatic Vehicle Identification (A.V.I) System must maintain a minimum balance of $100.00 on their account at all times as further described in exhibit "A" and providing that this ordinance shall be cumulative; providing a severability clause; and declaring an effective date. **24-1528**

**Attachments:** Intro Ordinance - AVI Minimum Balance for Commercial Traffic FY23-24
Toll Rate Schedule Exhibit A Revised 7.30.24

**(Recess)**
**(Press Availability)**

## X. FINAL READING OF ORDINANCES

**6.** Concerning a voluntary annexation application by the Texas **2024-O-139**

Department of Transportation, altering and extending the boundary limits of the City of Laredo, annexing additional territory of 25.00 acres, more or less, located east of FM 1472 and north of Pinto Valle Drive. Providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District).

The Planning and Zoning Commission recommended approval of the annexation and initial zoning. Staff supports the annexation and initial zoning.

AN-001-2024
District VII - Cm. Vanessa Perez

**Attachments:** Tract 1 - Ordinance
Tract 1 - Annexation Agreement and Service Plan
Tract 1 - Maps
Tract 1 - Study

**7.** Concerning a voluntary annexation application by Ramona Cean on behalf of Terraval, LLC., altering and extending the boundary limits of the City of Laredo, annexing additional territory of 10.40 acres, more or less, located north of FM 1472 and south of Pinto Valle Drive. Providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District). **2024-O-141**

The Planning and Zoning Commission recommended approval of the annexation and initial zoning.

Staff supports the application and initial zoning.

AN-003-2024
District VII - Cm. Vanessa Perez

**Attachments:** Tract 3 - Ordinance
Tract 3 - Annexation Agreement and Service Plan
Tract 3 - Maps
Tract 3 - Study

**8.** Concerning a voluntary annexation application by Radcliffe Killam, II on behalf of Killam Ranch Properties, LTD., altering and extending the boundary limits of the City of Laredo, annexing additional territory of 477.8249 acres, more or less, located north of Union Pacific Boulevard and west of International Boulevard. Providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of M-1 (Light **2024-O-140**

Manufacturing District).

The Planning and Zoning Commission recommended approval of the annexation and recommended denial of the proposed initial zoning of M-1 for the entire tract, but instead recommended a B-3 zoning designation for an area being a seven hundred fifty foot buffer along the eastern edge of the tract as it abuts the western edge of the United High School Main Campus, United High School 9th Grade Campus, and the proposed Killam-Charco Elementary School, and an R-1 zoning designation for an area being a seven hundred fifty foot buffer along the northern and eastern edge of the tract as it abuts the northern edge of the proposed Killam-Charco Elementary School and the western edge of the International Boulevard Extension.

Staff supports the application and does not support the initial zoning of M-1 for the entire 477.8249 acre tract. Staff supports a B-3 zoning designation for an area being a one thousand foot buffer along the eastern edge of the tract as it abuts the western edge of the United High School Main Campus, United High School 9th Grade Campus and proposed Killam-Charco Elementary School. Furthermore, staff supports an R-1 zoning designation for an area being a one thousand foot buffer along the northern and eastern edge of the proposed Killam-Charco Elementary School and the western edge of the International Boulevard Extension.

AN-002-2024
District VI - Cm. Dr. David Tyler King

**Attachments:** Tract 2 - Ordinance
Tract 2 - Annexation Agreement and Service Plan
Tract 2 - Maps
Tract 2 - Study

**9.** Concerning a voluntary annexation application by Christopher M. Cabello on behalf of CAS Cabello Enterprises, LLC., altering and extending the boundary limits of the City of Laredo, annexing additional territory of 9.983 acres, more or less, located north of State Highway 359 and east of Camino Nuevo Road. Providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District). **2024-O-142**

The Planning and Zoning Commission recommended approval of the annexation and initial zoning.

Staff supports the application and initial zoning.

AN-004-2024
District III - Cm. Melissa R. Cigarroa

**Attachments:** Tract 4 - Ordinance
Tract 4 - Annexation Agreement and Service Plan
Tract 4 - Maps
Tract 4 - Study

**10.** An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a conditional use permit for building material sales (cabinet and countertop shop manufacturing) with outside storage (accessory use) on Lots 2 and 3, Commerce Plaza Development, Unit 1, located at 1602 and 1702 Commerce Drive. **2024-O-143**

ZC-035-2024
District V

**Attachments:** ZC-035-2024 - Final Staff Report
ZC-035-2024 - Maps
ZC-035-2024 - Narrative
ZC-035-2024 - Site Plan
ZC-035-2024 - Citations
ZC-035-2024 - Zone Change Signage
Final Ordinance- ZC-035-2024

**11.** An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a conditional use permit for outside storage on Lot 2, Block 1, DCAF Mines Road Plat, located at 16105 FM 1472. **2024-O-145**

ZC-052-2024
District VIII

**Attachments:** ZC-052-2024 - Final Staff Report
ZC-052-2024 - Maps
ZC-052-2024 - Narrative
ZC-052-2024 - Site Plan
ZC-052-2024 - Signage
Final Ordinance- ZC-052-2024

**12.** An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for a restaurant serving alcohol on Lots 1, 2, 3, 4, 5, and 6, Block 473, Western Division, located at 800 Garden Street. **2024-O-146**

ZC-053-2024
District VIII

**Attachments:** ZC-053-2024 - Final Staff Report
ZC-053-2024 - Maps
ZC-053-2024 - Narrative
ZC-053-2024 - Site Plan
ZC-053-2024 - Signage
Final Ordinance- ZC-053-2024

**13.** An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for storage and handling of hazardous materials on Lot 4, Block 6, International Commerce Center, Unit 1, located at 1022 Black Diamond Street. **2024-O-147**

ZC-054-2024
District VII

**Attachments:** ZC-054-2024 - Final Staff Report
ZC-054-2024 - Maps
ZC-054-2024 - Narrative
ZC-054-2024 - Site Plan
ZC-054-2024 - Tanks Photos & Specs
ZC-054-2024 - Zone Change Signage
Final Ordinance- ZC-054-2024

**14.** An Ordinance of the City of Laredo, Texas, amending Chapter 11 of the Code of Ordinances in order to adopt the 2020 edition of the National Electrical Code of the National Fire Protection Association; repealing all ordinances and/or parts of ordinances in conflict therewith; providing for a savings clause; providing for a severability clause; and providing an effective date. **2024-O-148**

**Attachments:** 2020 NEC Code of Ordinances Chapter 11.docx

**15.** An Ordinance of the City of Laredo, Texas, amending Chapter 7 of the Code of Ordinances in order to adopt the 2021 editions of the following International Code Council ("ICC") codes: (1) International Building Code, (2) International Mechanical Code, (3) International Residential Code, (4) International Property Maintenance Code, (5) International Energy Conservation Code, and (6) International Existing Building Code; repealing all ordinances and/or parts of ordinances in conflict therewith; providing for a savings clause; providing for a severability clause; and providing an effective date. **2024-O-149**

**Attachments:** 2021 ICC Codes Intro Ordinances Chapter 7.docx

**16.** An Ordinance of the City of Laredo, Texas, amending Chapter 12 of the Code of Ordinances in order to adopt the 2021 edition of International Code Council International Fire Code, including all appendices; providing for local amendments to the adopted code; repealing all ordinances and/or parts of ordinances in conflict **2024-O-150**

therewith; providing for a savings clause; providing for a severability clause; and providing an effective date.

**Attachments:** 2021 Fire Code Chapter 12 Code of Ordinances (2).docx

**17.** An Ordinance of the City of Laredo, Texas, amending Chapter 25 of the Code of Ordinances in order to adopt the 2021 editions of the following International Code Council ("ICC") codes: (1) International Plumbing Code, (2) International Fuel Gas Code, and (3) International Private Sewage Disposal Code; repealing all ordinances and/or parts of ordinances in conflict therewith; providing for a savings clause; providing for a severability clause; and providing an effective date. **2024-O-151**

**Attachments:** 2021 IPC Chapter 25 Code Intro Ordinances.docx

**18.** An Ordinance of the City of Laredo, Texas, amending Chapter 7, same-amendments, section 108.3 Building Permit Valuations, of the Code of Ordinances by deleting the table of valuation; adding the valuations published in the most current International Code Council (ICC) adopted for commercial construction only; providing that this ordinance shall be cumulative; providing for a savings clause; providing for a severability clause; and declaring an effective date. **2024-O-152**

**Attachments:** ORDINANCE AMENDING BUILDING VALUATION.docx
EXHIBIT A- BVD-BSJ-FEB2024.pdf

**19.** An Ordinance of the City of Laredo, Texas, authorizing the City Manager to execute a First Amendment to the Ground Lease between TowerCo Special, LLC, Delaware limited liability company ("Licensor"), and the City of Laredo ("Licensee"), for space on the tower located at 1313 West Calton Road for the installation and operation of the 800 MHz Public Safety System antennas and related ground equipment. Term of the Amendment is one initial term of five years commencing January 23, 2026 and ending January 22, 2031, with five additional five year renewal options. The annual fee will remain at the then current rate with a CPI annual escalator. Funding is available in the Information Technology Fund. **2024-O-153**

**Attachments:** CC-Time Warner Tower First Amendment.doc
TX-45 1313 W Calton Rd - City of Laredo 1st Amendment.docx
Charter Comm Lease, Time Warner, 4-28-2022 (8).pdf
Ordinance - Time Warner Tower First Amendment (2024-144).do

**20.** An Ordinance of the City of Laredo, Texas, authorizing the City Manager to accept and appropriate revenues and expenditures in the Public Health Fund in the amount of $300,000.00 for the Health Resources & Services Administration 340B drug pricing reimbursement program, with no match, for the City of Laredo **2024-O-154**

Public Health Department for the term period from October 1, 2023 through September 30, 2024, and amend the City of Laredo Public Health Department FY2023-2024 Full Time Equivalent (FTE) Position Listing by creating one Compliance Manager, 210 position, one Program Coordinator, 207 position, one Medical Office Assistant II, 205 position, and one Health Educator II, 204 position. Funding is available in the STD - 340B - Public Health Department Fund.

**Attachments:** 2024-O-154.doc

**21.** An Ordinance of the City of Laredo, Texas, authorizing the City Manager to amend the FY24 Auto Theft Task Force Fund budget by increasing revenues and expenditures in the amount of $2,741,001.00 as awarded by the Motor Vehicle Crime Prevention Authority (MVCPA) for the FY24 SB224 Catalytic Converter Grant for the period of March 18, 2024 through March 17, 2024. MVCPA waived the local match for FY 2024. (Upon approval of grant acceptance, Resolution 2024-R-212). **2024-O-155**

**Attachments:** Final Reading #2024-O-155

**22.** An Ordinance of the City of Laredo, Texas, authorizing the City Manager to amend the FY2024 Police General Fund budget by increasing revenues and expenditures in the amount of $12,590.00 to appropriate the revenues generated from the FY24 Police Week 5K Run and donated to the Explorer Program Post 468. **2024-O-156**

**Attachments:** Final Reading #2024-O-156

**23.** An Ordinance amending Chapter 31 Article V ("Water Conservation and Drought Contingency Plans") Section 31-217 titled "Landscape Requirements" of the Laredo Code of Ordinances, by adding language to promote water conservation including adding language to protect a property owner's right to use drought resistant landscaping including natural or artificial turf in lieu of grass and prohibiting property owner's associations from enacting or enforcing provisions that would interfere with aforementioned right of the property owner and that instead declares any such provision by a property owner's association void. **2024-O-157**

**Attachments:** Xeriscape HOA ORDINANCE..7.5.24

## XI. CONSENT AGENDA

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

**AIRPORT: GILBERTO SANCHEZ, DIRECTOR**

**24.** A Resolution of the City Council of the City of Laredo, Texas repealing Resolution No. 2024-R-191; and adopting an amended **2024-R-223**

resolution authorizing the City Manager to accept Grant No. 3335707, a grant in the amount of $52,579.00 from the Office of the Governor's Homeland Security Grant Program for the purposes of funding the Airport's FY23 Operation Stonegarden Grant. Funding from this grant will be used for overtime and fringe benefit expenses used for Stonegarden operations conducted by airport law enforcement; providing that this resolution shall be cumulative; providing for a severability clause; and providing for an effective date.

**Attachments:** Resolution No. 2024-R-223

**COMMUNITY DEVELOPMENT: TINA MARTINEZ, DIRECTOR**

**25.** A Resolution of the City Council of the City of Laredo, Texas authorizing the City Manager to accept and execute the Texas Veterans Commission (TVC) Fund for Veterans' Assistance (FVA) Housing for Texas Heroes Grant (H4TXH). The Community Development Department through the Municipal Housing Division received an award in the amount of $300,000.00 to provide home modifications for the veteran community within the City of Laredo area. The term of the grant shall be one year from July 1, 2024 to June 30, 2025. There is no match requirement and funding is available in the Municipal Housing Fund. **2024-R-252**

**Attachments:** NOGA
RESOLUTION 2024-R-252

**DETOXIFICATION CENTER: DR. SAN JUANA VIVIANA MARTINEZ, DIRECTOR**

**26.** A Resolution of the City Council of the City of Laredo, authorizing the City Manager to submit a grant application in the amount of $3,000,000.00 to The Meadows Foundation to support the FY 25 operations of the Detoxification Department, ROOTS Recovery Center; and execute all relevant documents as determined by The Meadows Foundation. No grant match is required for this funding opportunity. Grant will be accounted for in the Detoxification Center Fund. **2024-R-237**

**Attachments:** Meadows Proposal_Budget_0001.pdf

**ECONOMIC DEVELOPMENT: MIRIAM CASTILLO, DIRECTOR**

**27.** A Resolution of the City Council of the City of Laredo, Texas approving a Chapter 380 Agreement between the City of Laredo and Clear Choice Hospital LLC., pursuant to an economic development incentive under Chapter 380 of the Texas Local Government Code and authorizing the City Manager to execute all relevant documents, and any other matters incident thereto; providing for severability; providing for an effective date; and providing for publication. The 8 year agreement obligates Clear **2024-R-239**

Choice LLC to invest an aggregate estimated amount of $125,500,000.00 for the construction of a Hospital and create at least 100 new full-time permanent jobs. Rebates will be based on performance.

**Attachments:** Resolution 2024-R-239 Clear Choice LLC
Chapter 380 Agreement Clear Choice V1

**28.** A Resolution of the City Council of the City of Laredo, Texas approving a Chapter 380 Agreement between the City of Laredo and PLM Steel, LLC./AKA Prolamsa., pursuant to an economic development incentive under Chapter 380 of the Texas Local Government Code and authorizing the City Manager to execute all relevant documents, and any other matters incident thereto; providing for severability; providing for an effective date; and providing for publication. The 5 year agreement obligates Project PLM to invest an aggregate estimated amount of $100,000,000.00 and create at least 60 new permanent jobs. Rebates will be based on performance. **2024-R-240**

**Attachments:** Resolution 2024-R-240 Prolamsa
Chapter 380 Agreement PROLAMSA_V1

**ENGINEERING: RAMON E. CHAVEZ P.E., CITY ENGINEER**

**29.** A Resolution of the City Council of the City of Laredo, Texas, authorizing the filing of an application for financial assistance from the State Infrastructure Bank in the amount of eight million five hundred thousand dollars and zero cents ($8,500,000.00) for West Laredo Multimodal Trade Corridor - Phase II (Flecha/Las Cruces Realignment Project) and West Laredo Multimodal Trade Corridor - Phase III (Calton Grade Separation Project). **2024-R-256**

**Attachments:** 2024-R-256-1

**30.** Consideration to award a construction contract to the sole, responsible, responsive bidder Zertuche Construction Texas, LLC., Laredo, Texas, in the amount not to exceed $1,467,410.00 for the FY24-ENG-40 Lafayette Tiny Homes Project (9 units and a community center) for the total base bid including a $100,000.00 contingency allowance, and deducting Alternate No. 4, Alternate No. 5, and line item 8.2 of Alternate No. 7 respectively. Funding is available in the 2021, 2022, and 2023 Home-ARP Funds under Home Investment Partnership Fund. **24-1458**

1. Zertuche Construction Texas, LLC., Laredo, Texas
   Total Base Bid Amount $1,519,210.00
   Refer to attached letter of recommendation.

**Attachments:** FY24-ENG-40 Award Recommendation Letter
Supplier Response (Zertuche Construction Texas LLC)

**31.** Consideration for approval of FY23-ENG-28 CDBG District 1 Pita Mangana Sidewalk Project as complete, including all warranty certificates, release of retainage, and final payment in the amount of $19,437.50 to Midas Contractors, LLC., Laredo, Texas, and approval of change order No. 1 for an increase of $11,867.50. The final construction contract amount is $87,567.50 with a construction contract time of 60 calendar days. Funding is available in the Community Development Fund - 2019 CDBG Grant Year and 2022 CDBG Grant Year. **24-1470**

**Attachments:** Change Order #1 -FY23-ENG-28

**32.** Consideration to award a construction contract to the lowest, responsible, responsive bidder ALC Construction, LLC., Laredo, Texas, in the amount not to exceed $101,800.00 for the FY24-ENG-09 Maria Elida Benavides Restroom and Sidewalk ADA Restoration District 2 Project for the total base bid, additive alternate #1, and including a $5,000.00 contingency allowance. Funding is available in the Community Development Fund- 2021 and 2022 CDBG Grant Years and 2022 Certificate of Obligations Fund- District 2 Priority Funds. **24-1490**

1. ALC Construction, LLC., Laredo, Texas
   Total Base Bid Amount $101,800
2. Zertuche Construction, Laredo, Texas
   Total Base Bid Amount $190,992.82
3. SIMA Construction, LLC., Laredo, Texas
   Total Base Bid Amount $123,575.00

Refer to attached letter of recommendation.

**Attachments:** FY24-ENG-09 Award Recommendation Letter
FY24-ENG-09 Supplier Response (ALC Construction Co., Inc.)
FY24-ENG-09 Supplier Response (Sima Contractors, LLC)
FY24-ENG-09 Supplier Response (Zertuche Construction Texas LLC)

**33.** Consideration to reject both bids received for FY24-ENG-35 Clark Beautification Phase 2 - District IV for landscaping and concrete median improvements along Clark Boulevard (Meadow Avenue - Arkansas Avenue). The bids received exceeded the estimated budget amount. There is no financial impact at this time. **24-1492**

1. Zertuche Construction Texas, LLC., Laredo, Texas
   Total Base Bid Amount $953,960.53
2. ALC Construction, Co., Laredo, Texas
   Total Base Bid Amount $349,080.01

Refer to attached letter of recommendation.

**Attachments:** FY24-ENG-35 Clark Beautification Phase 2 Recommendation Letter
FY24-ENG-35 Supplier Response (ALC Construction Co., Inc.)
FY24-ENG-35 Supplier Response (Zertuche Construction Texas LLC)

**34.** Ratification of Guaranteed Maximum Price Amendment for FY21-ENG-015 Construction Manager-at-Risk (cost of the work plus a fee with a guaranteed maximum price) for the City of Laredo Sports Complex Venue to Leyendecker Construction of Texas, Inc., in the amount not to exceed $10,289,756.00 for the completion of full development of 10 synthetic turf infields and outfields. The construction contract amount including Change Order No.1 is $45,000,000.00. Funding is available in the Sports & Community Venue Fund and 2021 Sports Venue Bond. **24-1493**

**Attachments:** GMP Amendment

**FINANCE: FRANCISCO J. MATA, DIRECTOR**

**35.** Consideration to award contract FY24-080 to Clark Hardware, Laredo, Texas as the Primary Vendor and Mark's Plumbing Parts, Forth Worth, Texas as the Secondary Vendor, in an annual amount not to exceed $400,000.00 for primary vendor and $50,000.00 for secondary vendor. This is a two year contract for the purchase of assorted plumbing items such as: water fountains, heaters, couplings, fittings, etc. All items will be purchased on an as needed basis throughout the year for various City departments. This contract may be extended for an additional two year period upon mutual consent of both parties. Funding is available in the respective department's budgets. **24-1420**

**Attachments:** Supplier Response (Clark Hardware Ltd)
Supplier Response (Mark's Plumbing Parts)
Bid Tabulation

**FLEET MANAGEMENT: RONALD MILLER, DIRECTOR**

**36.** Consideration to award annual parts/service contract FY24-083 to the following bidders: **24-1380**

1). Andy's Auto Air & Supplies, Laredo, Texas in an annual amount up to $70,000.00 (Primary Vendor);

2). Toro Automotive LLC., Laredo, Texas in an annual amount up to $70,000.00 (Secondary Vendor);

3). Rotex Truck Center, Laredo, Texas in an annual amount up to $70,000.00 (Secondary Vendor);

for air conditioning system repairs for the automobiles and light duty trucks for the Fleet Division. The term of the contract shall be for period of one year with an opportunity to renew for three additional one year periods and is subject to future appropriations. Funding is available in the Fleet Management Fund.

**Attachments:** Bid Tab FY24-083
FY24-083 Contracts
FY24-083 Recommendation

**37.** Consideration to renew supply contract FY22-029 for the purchase of Ford Original Equipment Manufacturer (OEM) automotive parts for the City's fleet vehicles with: **24-1386**

1. Sames Motor Company, Laredo, Texas in an amount up to $250,000.00 (Primary Vendor);

2. Gillie Hyde Ford, Glasgow, Kentucky in an amount up to $100,000.00 (Secondary Vendor).

All parts will be secured on an as needed basis. The term of this contract shall be for a period of one year beginning as of the date of its execution. There was no price increase during the last extension period. This is the last extension period for this contract. Funding is available in the Fleet Management Fund.

**Attachments:** FY22-029 Bid Tab
FY22-029 Contracts

**38.** Consideration to renew annual service contract FY21-076 with Cabello Recovery & Auction Services, Laredo, Texas for the auction of cars, light duty trucks, heavy-duty trucks, and surplus property for the Fleet Department. This contract establishes auctioneer services for the sale of city surplus vehicles and equipment. **24-1389**

Cabello's auctioneer (commission) fee will be the following percentage of the gross sales:

5.60% if the City opts to hold the auction on city property;
13.67% if the City opts to hold auction offsite at the vendor's location.

The City will have the option to hold its auction(s) onsite city property or offsite. The intent of this contract is to conduct turnkey public auctions, in accordance to Laws of the State of Texas (TX Department of License and Regulation), for disposal of surplus items on an as needed basis. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There is a

proposed price increase for this last extension period. The City will not incur any direct costs for this contract.

**Attachments:** Bid Tab FY21-076
FY21-076 Price Increase
FY21-076 Contract

**PUBLIC HEALTH: DR. RICHARD A. CHAMBERLAIN, DIRECTOR**

**39.** A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept and enter into a continuation contract with the Texas Health and Human Services (HHS) in the amount of $6,149,571.00, with no match for the City of Laredo Public Health Department Women, Infants, and Children (WIC) Program for the term period from October 1, 2024 through September 30, 2025. Funds will be accounted in the Laredo Public Health Department Fund - WIC Program Grant. **2024-R-238**

**Attachments:** 2024-R-238.doc
WIC FY2025 NOA.pdf

**40.** A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept and enter into a continuation contract from the Department of State Health Services for the Family Support/ Community Resources Grant in the amount of $125,000.00, with no match for the City of Laredo Public Health Department for the term period from September 01, 2024 through August 31, 2025. Funds will be accounted in the Laredo Public Health Department Fund- Family Support/Community Resources Grant. **2024-R-249**

**Attachments:** 2024-R-249.doc

**41.** Consideration to approve and enter into a continuation lease agreement in the amount of $1,700.00 per month for a total of $102,000.00 between the City of Laredo and Juan Medina to allow the City of Laredo Public Health Department to continue to operate on the property situated at 101 1st Street Zapata, TX 78076 for the Women, Infants, and Children (WIC) nutrition, supplemental and health promotion programs for term of October 1, 2024 through September 30, 2029, contingent of funding availability. Funding is available in the Laredo Public Health Department Fund- Women, Infants, and Children (WIC) Program Grant. **24-1401**

**Attachments:** Zapata Lease 2024.docx

**HUMAN RESOURCES: LINDA TENIENTE, DIRECTOR**

**42.** Authorizing a first request for an extension of Injury Leave with pay in accordance with 143.073 (b) of the Texas Local Government Code for Patrol Officer Brian A. Siegfried of 200 working days. Both the Human Resources Department and the Police Department **24-1283**

recommend an extension. Funding is available in the General Fund-Police Department Fund.

**Attachments:** BRIAN SIEGFRIED ODG
RTW summary-260 meeting Brian Siegfried

**INFORMATION SERVICES & TELECOMMUNICATION: JOE C. RIVERA, DIRECTOR**

**43.** A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept additional funds in the amount of $1,598,165.00 from the Commission on State Emergency Communications to fund the NG9-1-1 program in the amount of $98,165.00 and equipment budget in the amount of $1,500,000.00 on FY 2024 for the South Texas Region, including Jim Hogg, Starr, Webb, and Zapata Counties, to make a total amount on the biennium $7,195,515.00 for the period beginning September 1, 2023, through August 31, 2025. Funding will be available in the Regional 9-1-1 Fund. **2024-R-243**

**Attachments:** Resolution Amedment Money.doc
STDC-L FY24-25 MOF Revised 052924.pdf

**44.** Consideration to authorize the City Manager to purchase network switches to replace at several city locations in the amount of $196,742.00 from Computer Solutions, San Antonio, Texas, through the State of Texas DIR contract DIR-TSO-4167. Funding is available in the 2015 Certificate of Obligation Bond. **24-1349**

**Attachments:** Council_Comm_NetworkSW_refresh21Batch.docx
2015 CO Bond- IT Equipment_ComSol-Quote 1046305 (002).pdf

**45.** Authorizing the City Manager to approve the purchase of six vehicles from Silsbee Fleet Group; three 2025 Chevrolet Equinox; two 2023 Ford F-150 Extended Cabs, and one 2024 Ford F-550 Bucket Truck for the total amount of $335,398.09. This purchase will be made utilizing TIPS USA 210907 Automobiles contract. Funding is available in the 2009, 2014, 2015, 2016, 2017 and 2019 Certificate of Obligation Bonds. **24-1398**

**Attachments:** CC-Silsbee Fleet Group 07 22 24 (AutoRecovered).doc
Silsbee Quotes.pdf

**46.** Authorizing the City Manager to enter into and execute a contract between SecuLore Solutions, a cybersecurity company focused on public safety, and the City of Laredo to provide cybersecurity technology and monitoring services to safeguard the 9-1-1 Public Safety Answering Points (PSAPs), as well as the 9-1-1 Database Network in the four county region of Jim Hogg, Starr, Webb and Zapata. SecuLore will provide Paladin Overwatch cybersecurity monitoring services for the South Texas Region in the total amount of $312,502.90 for a two-year period. The managed services will be purchased from SecuLore Solutions through the Houston **24-1404**

Galveston Area Council of Governments (HGAC) Contract No. EC07-23. Funding is available in the 911 Regional Fund.

**Attachments:** SecuLore Quote.pdf

**47.** Authorizing the City Manager to enter into and execute a contract between Intrado Life & Safety Solutions Corp. and the City of Laredo to purchase Text to 9-1-1 Services, Text to 9-1-1 Provisioning Services, Software Subscription Support and Software Protection and Remote Technical Services Support, and Power ECATS Power Metrics Call Analytics through the Houston Galveston Area Council of Governments (HGAC) Cooperative Purchasing Contract EC07-23 in the total amount of $174,235.00. These services, software and technical support will be provided for each of eight Public Safety Answering Points (PSAPs) located throughout the South Texas Region for a one-year period. Funding is available in the 911 Regional Fund. **24-1431**

**Attachments:** Intrado Maintenance Renewal Quote.pdf
Intrado Power Metrics.pdf
TCC Provisioning Quote.pdf
Text to 9-1-1 Quote.pdf

**POLICE: MIGUEL RODRIGUEZ, CHIEF OF POLICE**

**48.** A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept a supplemental grant in the amount of $12,497.50 from the Office of The Governor, Homeland Security Grants Division (HSGD) for the 2021 Operation Stonegarden Grant (OPSG) to purchase a communication radio consolette. No local match is required. Funding is available in the Special Police Fund. **2024-R-242**

**Attachments:** Resolution

**49.** A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to submit a grant application in the amount of $233,730.00 to the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), for the funding of FY 2024 Body-Worn Camera (BWC) Policy and Implementation Program for the period of October 1, 2024 through September 30, 2027 (36 months). The federal share is in the amount of $90,000.00 and the City will be responsible for a required to match of $143,730.00. Funding will be accounted for in the Special Police Fund. **2024-R-247**

**Attachments:** Resolution

**50.** Consideration to renew contract FY23-060 to Enterprises Rent-A-Car for providing rental of vehicles for the Laredo Police Department in an estimated yearly cost of $189,000.00. This **24-1394**

contract secures fifteen vehicles for the LPD Auto Theft Unit. The term of this contract between the City of Laredo and Enterprise Rent-A Car, was for a period of one year with option to renewal three additional one year periods upon mutual agreement of parties. This is the first of three extension periods. This contract will commence on September 1, 2024. Funding is available in the Auto Theft Task Force Fund and General Fund-Police Department.

**Attachments:** Contract FY23-060 Renewal Letter

**51.** Consideration to renew contract FY22-083 with Holguin Cleaners, Laredo, Texas for providing laundry and dry cleaning services to the Laredo Police Department in the amount not to exceed $100,000.00. There is a proposed price increase of 7% due to higher labor costs during this extension period. This is a laundry and dry cleaning services contract for police uniforms and non-uniforms; in accordance to the provisions of the collective bargaining agreement. The term of this contract is for a period of one year subject to future appropriations; contract may be extended for two additional one year periods, upon mutual agreement of the parties. This is the second of three extension periods. Contract will commence on September 2024. Funding is available in the General Fund-Police Department. **24-1399**

**Attachments:** Holguin Cleaners - price increase
FY22-083 - Renewal letter - Ext. II

**52.** Consideration to authorize the purchase contract with the sole source provider, Flock Safety, Atlanta, Georgia in the amount of $1,128,747.85 for the purchase of license plate readers and fixed camera systems. Funding is available in the Auto Theft Task Force Fund. **24-1409**

**Attachments:** Flock Safety - Quote
Sole Source Letter

**53.** Consideration to authorize the purchase contract with GT Distributors, Inc., Pflugerville, Texas, in the amount not to exceed $183,000.00 to purchase tactical equipment for the Police Department SWAT members. This purchase shall be made utilizing the BuyBoard Cooperative Purchasing Contract No. 698-23. Funding is available in the Police Trust Fund. **24-1419**

**Attachments:** GT Quote #QTE0190333

**PUBLIC WORKS: JOHN ORFILA, DIRECTOR**

**54.** Consideration to renew contract FY22-075 with Vulcan Materials Company; San Antonio, TX and Anderson Columbia; Weslaco, TX for the purchase of asphalt cold laid type B & D plus & HMCL type D for Public Works and various City departments for an annual amount not to exceed $1,250,000.00. There is no price change in **24-1433**

this last extension. The term of this contract shall be for a period of one year beginning as of the date of its execution. This is the second of three one year periods. Funding is available in the General Fund - Public Works Construction Budget and Capital Improvements Fund and in the respective department's budgets.

Vulcan Materials
Asphalt Cold Laid Material Type D Plus $99.40/per ton - annual amount $250,000.00
LRA Type B Blackbase Type 1 Grd. AA Plus $97.40/per ton-annual amount $250,000.00 job site delivery

Anderson Columbia
Hot-Mix Cold-Laid Asphalt (HMCL) Type D $85.00/per ton -annual amount $750,000.00
picked up by City Trucks

Total: $1,250.000.00

**Attachments:** Motion FY22-075
Supplier Response (Vulcan Materials Company)
Supplier Response (Anderson Columbia)

**55.** Consideration to renew contract FY22-085 to Anderson Columbia, Weslaco, TX for a total annual amount not to exceed $750,000.00 for the purchase of asphalt cold HMCL type B for Public Works and various City departments. The term of this contract shall be for a period of one year beginning as of the date of its execution. This is the second of three one-year extension periods. No price change in this last extension. Funding is available in the General Fund - Public Works Construction Budget and Capital Improvements Funds and in the respective department's budgets. **24-1456**

Anderson Columbia
Hot-Mix Cold-Laid Asphalt (HMCL) Type B $86.70/per ton
Picked up by City trucks
Annual amount $750,000.00

**Attachments:** agMemo_13596
Award Letter - Ext. I

**SOLID WASTE: JOHN PORTER, DIRECTOR**

**56.** Consideration to ratify and to allow a 25% increase in the amount of $95,675.00 to Double D Trucking, Laredo, TX, Contract FY24-059 to supply dirt and hauling service to continue the project and to prevent delays for the Laredo Landfill Phase 4 & 5 cell construction. The term of this contract shall be for a period of the Landfill Project until its completion. Funding is available in the Solid Waste Fund 2022 Certificate of Obligation Bond. **24-1406**

| Supplier | Dirt Per/Ton |
|---|---|
| Double D Trucking | $4.74 |

**Attachments:** FY24-059 Letter of Award - Double D Trucking (Secondary Vendo
Memo to ratify

**TAX: DORA MALDONADO, TAX ASSESSOR COLLECTOR**

**57.** Submission of the 2024 Certified Appraisal Roll from the Webb County Appraisal District for the development of the City's tax roll; acceptance of the Tax Rate Calculation Worksheets for the No-New-Revenue Tax Rate and Voter-Approval Tax Rate for Tax Year 2024; recommend to propose a tax rate of $0.507623 per $100 value; setting a date for a Special City Council Meeting for the Public Hearing and Introductory Ordinance of the proposed tax rate. The meeting must be held on September 9, 10, 11, or 12 of 2024. **24-1478**

**Attachments:** 2024 Certified Appraisal Roll.pdf
2024 Tax Calculation 20240729.pdf

**58.** Motion to approve a property tax refund in the amount of $1,027.96 due to an overpayment as required by Section 31.11(a) of the Texas Property Tax Code. The refund will be issued to Mariana Chamberlain from parcel number 988-40005-170. **24-1480**

**Attachments:** Refund Application-Mariana Chamberlain.pdf

**UTILITIES: ARTURO GARCIA, P.E., DIRECTOR**

**59.** Consideration to authorize City Manager to enter into a contract for the purchase of a dual-facing dash camera and license for vehicle gateways through Samsara, Inc. from Sourcewell, contract No. 020221-SAM in the amount of $139,736.00. The payment includes two months prorated $19,834.00 plus shipping and handling in the amount of $898.00 and a twelve months service charge of $119,004.00. The contract will be a five year term. The devices are essential to maintain and improve safety, efficiency and sustainability of the operations to the City of Laredo. Funding is available in the Waterworks and Sewer System Funds. **24-1385**

**Attachments:** Quote
Samsara Sourcewell Contract 020221
Cost per Division.pdf

**60.** Consideration to renew annual service contract FY21-082 with Eurofins Xenco LLC, Stafford, Texas in an amount up to $350,000.00 to provide laboratory analytical services for water and wastewater samples in accordance to Environmental Protection Agency (EPA) approved standard methods. Sample testing is done on a daily, monthly, quarterly, and annual basis. The term of this **24-1397**

contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be renewed one additional one year extension period, upon mutual agreement of the parties. Funding is available in the Waterworks and Sewer System Funds.

**Attachments:** Bid Tab FY21-082
FY21-082 Contract

**61.** Authorizing the City Manager to enter into a contract with Castle Engineering & Testing, LLC in the amount of $102,550.00 for the construction material testing for the tunnel from Zacate Creek WWTP to Chacon Creek Project. Funding is available in the Sewer System Fund- 2022 Sewer Revenue Bond. **24-1477**

**Attachments:** Material Testing - 42 Inch Interceptor ZCWWTP CME Proposal.p

**END OF CONSENT AGENDA**

## XII. STAFF REPORTS

**62.** Status report with possible action by the Utilities Department on the water, including but not limited to quality, infrastructure, level status, improvements, and any other matters incident thereto. **24-1368**

**63.** Presentation with possible action to adopt the update to the Tax Increment Reinvestment Zone (TIRZ) #1 Project and Reinvestment Zone Finance Plan. **24-1494**

**64.** Discussion with possible action on establishing an ad hoc committee to review potential bond referendums. **24-1551**

## XIII. EXECUTIVE SESSION

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

## XIV. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

### 65) A. Request by Council Member Dr. David Tyler King

1. Discussion with possible action to upgrade the Marine Workout Station at North Central Park and to work with local Marine Veterans for assistance with its redesign, and any other matters incident thereto. Money would become available in District 6 Park Improvement Fees and/or District 6 Priority Funds. **24-C-136**

2. Discussion with possible action to direct the City Manager and upper management to work with Utilities staff to install either side walks or xeriscaping with a crushed granite walkway along the south side of Shiloh Drive on the City owned property adjacent to the North Laredo Wastewater Plant, in an effort to increase connectivity in a manner that also protects the public from the wastewater plant, and any other matters incident thereto. 24-C-155

3. Discussion with possible action to direct the City Manager to authorize staff to install a speed hump on N. Oakmont Loop under the Special Provision of the Speed Hump Installation Policy, and any other matters incident thereto. City Council District VI Priority Funds will be used for this project at a cost of $3,000. 24-C-156

**65) B. Request by Council Member Vanessa J. Perez**

1. Status update on the Fasken Treehouse Project with possible action; and any other matters incident thereto. 24-C-145

**65) C. Request by Council Member Alyssa Cigarroa**

1. Discussion with possible action on an assessment of storm water drainage concerns throughout district 8 and any other matters incident thereto. 24-C-160

2. Discussion with possible action requesting a status update on the redevelopment coordinator position and any other matters incident thereto. 24-C-163

**65) D. Request by Council Member Gilbert Gonzalez**

1. Discussion with possible action to identify all the drainage areas throughout the City of Laredo to determine who is responsible to maintain them and provide a routine schedule and any other matters incident thereto. 24-C-143

**65) E. Request by Council Member Ricardo "Richie" Rangel, Jr.**

1. Discussion with possible action to review any ordinance dealing with the non-compliance of the lot maintenance in reference to warnings, citations, and forced cleaning of said property; and any other matters incident thereto. 24-C-151

2. Discussion with possible action to amend the land development code section referencing the total number of children in a child care home, that governs drop-off lane requirements; and any matters incident there too. 24-C-161

**65) F. Request by Council Member Melissa R. Cigarroa**

1. Discussion with possible action on a brief summary of the Drug 24-1262

Enforcement Administration (DEA) Fentanyl Family Summit; and any other matters incident thereto.

**Sponsors:** Cm. Alyssa Cigarroa and Cm. Dr. David Tyler King

**65) G Request by Council Member Alberto Torres, Jr.**

1. Discussion with possible action regarding increased 18-wheeler activity on Bartlett, Malinche, Clark, Arkansas, Springfield, and other identified areas affecting residential property owners; and any other matters incident thereto. **24-C-149**

2. Discussion with possible action to inventory faded and worn out traffic signs throughout the city, concentrating on main thoroughfares, and establishing a plan of action for replacement; and any other matters incident thereto. **24-C-158**

3. Discussion with possible action on an update regarding the electrical box public arts project; and any other matters incident thereto. **24-C-159**

## XV. ADJOURN

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Wednesday, July 31, 2024 at 7:00 p.m.

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Communications 1.**

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Appointment 1.**

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Appointment 2.**

## City Council

**Meeting Date:** 8/5/2024 **Public Hearing & Introductory Ordinance 1.**

**SUBJECT**
Public Hearing and Ordinance of the City of Laredo, Texas, amending section 24.65.0 (b) of the Land Development Code, prohibiting the parking and storing of any commercial vehicle that exceeds one ton in manufacturer's gross vehicle weight rating or that has more than two axles within five-hundred feet of any public or private elementary or secondary school, park, or public playground.

**PREVIOUS COUNCIL ACTION**
NA

**BACKGROUND**
This item we before the Planning and Zoning Commission and the commission recommended approval of this item on May 2, 2024.

**COMMITTEE RECOMMENDATION**
Recommend Approval

**STAFF RECOMMENDATION**
Recommend Approval

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | Click or tap here to enter text. |
| Budgeted Y/N?: | Click or tap here to enter text. |
| Source of Funds: | Click or tap here to enter text. |
| Account #: | Click or tap here to enter text. |
| Change Order: Exceeds 25% Y/N: | Click or tap here to enter text. |

**FINANCIAL IMPACT:**
Click or tap here to enter text.

**ORDINANCE NO. 2024-O-**

**AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING SECTION 24.65.0, OF THE LAND DEVELOPMENT CODE BY ADDING SUB-SECTION (b) TITLED "SCHOOLS AND PARKS," PROBHIBITING THE PARKING OR STORING OF ANY COMMERCIAL VEHICLE WHICH EXCEEDS ONE TON IN MANUFACTURER'S GROSS VEHICLE WEIGHT RATING OR THAT HAS MORE THAN TWO AXELS WITHIN FIVE-HUNDRED (500) FEET OF ANY PUBLIC OR PRIVATE ELEMTARY OR SECONDARY SCHOOL, PARK, OR PUBLIC PLAYGROUND; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS,** commercial vehicles, especially large trucks and delivery vans, can obstruct visibility for drivers and pedestrians near schools. Restricting their parking can help maintain clear sightlines and reduce the risk of accidents and collisions in the vicinity and

**WHEREAS,** schools are often surrounded by a high volume of pedestrian traffic, especially during drop-off and pick-up times. Large commercial vehicles may pose a threat to the safety of children walking to and from school, as well as other pedestrians in the area and

**WHEREAS,** quick and unobstructed access to the school is crucial in an emergency, such as a fire or medical incident. Allowing commercial vehicles to park too close may impede emergency response vehicles and hinder their ability to reach the school promptly and

**WHEREAS,** authorities can create a safer and more controlled environment by enforcing specific parking regulations for commercial vehicles around schools, ensuring that drivers adhere to traffic rules and contribute to overall public safety.

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

**Section 1.** The City of Laredo Land Development Code, Section 24.65.0, is hereby amended as follows:

Section 24.65.0 General Supplemental Provisions

(a) Residential

i. No commercial vehicle which exceeds 16,000 pounds in manufacturer's gross vehicle weight rating (GVWR) or which has more than two axels, nor any commercial farm trailer exceeding twelve feet in length, shall be parked or stored on any residential lot in any R-1, R-1A, R-1B, R-1-MH, R-2, R-3, RSM, RS, or R-O single family residential zoning district.

ii. No commercial vehicle which exceeds one ton in manufacturer's gross vehicle weight rating (GVWR) or which has more than two axels, shall be parked or stored on any

public street, or public right-of-way, any R-1, R-1A, R-1B, R-1-MH, R-2, R-3, RSM, RS, or R-O single family residential zoning district.

iii. No commercial farm or utility trailer shall be parked or stored on any public street or public right-of-way in any R-1, R-1A, R-1B, R-1-MH, R-2, R-3, RSM, RS, or R-O single family residential zoning district.

iv. The provisions of Sections 24.65.0 (a) I, ii, and iii above shall not apply to street construction equipment, maintenance and repair equipment or trucks, rollers or implements, equipment trailers or vehicles used by public service utilities when used, or intended for use, in the general vicinity; motor buses when taking on or discharging passengers at customary bus stops; vehicles parked while in the act or accepting from the immediate shipper or delivering to a consignee or addressee any transportable thing; vehicles with mechanical defects during the time it takes to make emergency repairs, or the temporary parking of said vehicles, with attached trailers, for loading and unloading purposes only between the hours of 8:00am to 8:00pm and for not more than ninety minutes.

(b) Schools and Parks

i. No commercial vehicle ~~*which*~~ *that* exceeds one ton in manufacturer's gross vehicle weight rating (GVWR) or ~~which~~ *that* has more than two axels, nor any commercial farm trailer exceeding twelve feet in length, shall be parked or stored in any manner within ~~*one thousand (1,000) feet*~~ *five-hundred (500) feet* of any public or private elementary or secondary school, park, or public playground. Additionally, ingress and egress *by the abovementioned vehicles* shall not be allowed onto any public right-of-way within ~~*one thousand (1000)*~~ *five-hundred (500) feet* of any public or private elementary or secondary school.

*ii. Exception. (b)(i) shall not apply in the following situations:*

*(A) a buffer exists or is created where the City of Laredo believes is adequate to ensure the safety of pedestrians around schools, parks, or public playgrounds;*

*(B) the landowner or developer has an alternative method of ingress and egress to a road that does not abut a school, park, or playground;*

*(C) the landowner or developer agrees to not allow tractor trailers from entering a school zone from 6 AM to 6 PM, excluding weekends, holidays, and school breaks;*

*(D) Businesses that have already been in operation or landowners that have been received a final recorded plat for industrial development before the passage of section (b)(i) may continue to operate under non-conforming use status;*

*(E) (b(i) does not apply to commercial vehicles delivering goods to grocery stores or retail establishments;*

*iii. Special Use Permits: If a landowner or developer does not meet any exceptions in section (b)(ii), the landowner or developer may apply for a conditional use permit.*

*iv. Commercial Vehicles may not remain idle while parked on land subject to (b).*

**Section 2.** This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**Section 3.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause,

sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**Section 4.** The City Secretary of the City of Laredo is hereby directed to publish the proposed Ordinance as required by Section 2.09 of the Charter of the City of Laredo.

**Section 5.** This Ordinance shall become effective sixty days from the date of the public hearing.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____DAY IN_____2024.**

_____
**DR. VICTOR D. TREVINO**
**MAYOR**

**ATTESTED:**

_____
**JOSE A. VALDEZ, JR.**
**CITY SECRETARY**

**APPROVED AS TO FORM:**

_____
**DOANH "ZONE" T. NGUYEN**
**CITY ATTORNEY**

## City Council

**Meeting Date:** 8/5/2024 **Public Hearing & Introductory Ordinance 2.**

**SUBJECT**
Public Hearing to approve the installation of aluminum metal letters to be attached to an existing monument sign for advertising on Lots 11 and 12, Block 559, Eastern Division, located at 902 Market Street. This property is a local historic landmark.

Historic District Landmark Board failed to establish quorum on July 11, 2024, therefore, the item is being presented for Council consideration pursuant to Municipal Code of Ordinances Section 2-156, which states, "To the extent permitted by law, if a committee is unable to establish a quorum for a regularly scheduled meeting, the city manager may bypass the committee and place any item on the committee's agenda for that meeting on the next regularly scheduled city council meeting." (Ordinance Number 2018-O-050)

Staff supports the application.

HD-005-2024
District III

**PREVIOUS COUNCIL ACTION**
None.

**COMMITTEE RECOMMENDATION**
The Historic District Landmark Board failed to establish quorum on July 11, 2024.

**STAFF RECOMMENDATION**
Staff supports the application.

**City Council - Regular**
**Meeting Date:** 08/05/2024
**Initiated by:** Jose A. Valdez Jr., Assistant City Manager/City Secretary
**Initiated by:** Natalia Quiroga, Owner
**Staff Source:** Vanessa Guerra, Interim Planning Director

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**SUBJECT:**

**Public Hearing** to approve the installation of aluminum metal letters to be attached to an existing monument sign for advertising on Lots 11 and 12, Block 559, Eastern Division, located at 902 Market Street. This property is a local historic landmark.

Historic District Landmark Board failed to establish quorum on July 11, 2024, therefore, the item is being presented for Council consideration pursuant to Municipal Code of Ordinances Section 2-156, which states, "*To the extent permitted by law, if a committee is unable to establish a quorum for a regularly scheduled meeting, the city manager may bypass the committee and place any item on the committee's agenda for that meeting on the next regularly scheduled city council meeting*." (Ordinance Number 2018-O-050)

Staff **supports** the application.

**HD-005-2024**
**District III**

**PREVIOUS COUNCIL ACTION**
None.

**BACKGROUND:**

**Previous Action:**

- On February 17, 2005, the Historic District/Landmark Board (HDLB) approved the removal of existing signs, installation of a new sign mounted above the parapet on the south elevation, and the repair of the outer stairway entrance. However, the HDLB denied a proposed illuminated, freestanding sign and the proposed tile for the repair of the stairway.
- On July 21, 2005, the Historic District/Landmark Board denied the proposed construction of a storage addition to the rear of the structure.
- On September 15, 2005, the Historic District/Landmark Board denied the proposed construction of a storage addition to the rear of the structure.
- On April 25, 2006, the Historic District/Landmark Board approved the proposed installation of a freestanding sign in the southwest corner of the property with the recommendation of removing the curve on top of the proposed sign (existing monument sign) and repainting of a wall to remove the painted wall signage and table the proposed construction of a storage addition to the rear of the structure.

**Proposed Scope of Work:**
The applicant is proposing the installation of aluminum metal letters to be attached to an existing monument sign used for advertising.

- The proposed aluminum metal letters are to state "Casa Luna Reception Hall with logo CL", which includes the following dimensions:
    1. "CL" Logo Letters
        - Letter height = 22 inches
        - Letter width = 19 inches
    2. "Casa" Letters:
        - Letter height = 9.7 inches
        - Letter width = 37.2 inches
    3. "Luna" Letters:
        - Letter height = 9.7 inches
        - Letter width = 37.2 inches
    4. "Reception Hall" Letters:
        - Letter height = 8.5 inches
        - Letter width = 42 inches
    5. Line height = 22inches
    6. Line width = 0.7inches
    7. The colors of the proposed letters are black and gold.
- Please see attached Exhibit C for clarification on the proposed letters dimensions.
- The proposed attached letters will be installed on the existing monument sign with adhesive.
- The proposed attached letters will not be illuminated and will be placed on both sides of the existing monument sign.
- Please see attached Exhibit D for clarification on the proposed material for the attached letters.

**Building Type:**
The Roberto Zuniga House was built in 1923 by the John O. Buenz Lumber Company, and is an outstanding example of Prairie style architecture with its low overhanging, bracketed eaves, tall windows, and horizontal appearance. The porch features steps with short stucco piers bearing planters. In 1944, the house was sold to Nicolas Elias Canavati.

As per the 1996 City of Laredo Historic Preservation Plan (page 25) indicates the prairie style building type was built during the period of 1900-1920. The prairie style building was created by Frank Lloyd Wright, and is characterized by its overall horizontal appearance featuring bands of casement windows, long terraces and balconies, flanking wings, low-pitched roofs with wide overhangs, and darkly colored strips and bands on exterior walls.

**Site:** On December 8, 1995, the Webb County Commission unanimously approved 902 Market Street as a designated local historic landmark as the Roberto Zuniga House. The property is a B-3 zoning district.

**Letters sent to surrounding property owners:** 28

- **For:** 0
- **Against:** 0

**Granting or Denying an Application:**

- As per the Laredo Land Development Code, Section 24.1.2.2(2), the Historic District Landmark Board shall utilize the Secretary of the Interior's Standards for Rehabilitation and Illustrated Guidelines for Rehabilitating Historic Buildings; and the City of Laredo, Texas, Historic Urban Design Guidelines.

**The Historic District/Landmark Board utilizes the following Secretary of the Interior's Standards:**

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**COMMITTEE RECOMMENDATION**

None. (Failure to establish quorum on July 11, 2024)

**STAFF RECOMMENDATION**

Staff **supports** the proposed installation of aluminum metal letters to be attached to an existing monument sign used for advertising in the following ways:

1. The proposed freestanding signage complies with the City of Laredo Sign Ordinance 2017-O-044. The maximum area of square footage allowed is 60 square feet (sqft). The total area for the proposed freestanding sign is 15 sqft.
2. The proposed freestanding signage complies with the 1997 City of Laredo Historic Urban Guidelines, page 5-9, which states, "*business signs on buildings shall be limited...to two signs for corner lots*." The applicant is proposing one freestanding sign on the historic landmark property.
3. The historic character of the structure will be retained and preserved.

Staff General Comments:

1. Any improvements which are approved by the Historic District Landmark Board shall also comply with all Building Code requirements and other regulations as provided in the Laredo Land Development Code.
2. Approval by the Historic District Landmark Board does not guarantee approval of a building permit or any other permit which may be required.
3. It is recommended that all existed improvements utilize the following resources as a guide:
    1. The Secretary of the Interiors' Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings
    2. City of Laredo Historic Urban Design Guidelines
    3. City of Laredo Historic Preservation Plan
4. No other improvements, changes to the building, site or new construction on the property shall be permitted without prior review and approval by staff and/or Historic District Landmark Board, to meet compliance.
5. As per the Secretary of the Interior’s Standards for Rehabilitation and Illustrated Guidelines for Rehabilitating Historic Buildings, all proposed scope of work should be physically and visually compatible to the original materials and features of the historical structure.

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Attachments

Maps

Proposed Scope of Work

Site Plan

Specs for Proposed Signage

Material Description & Photos

Proposed Rendering

Existing Monument Sign Measurements

Existing Monument Sign Photos

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AERIAL MAP

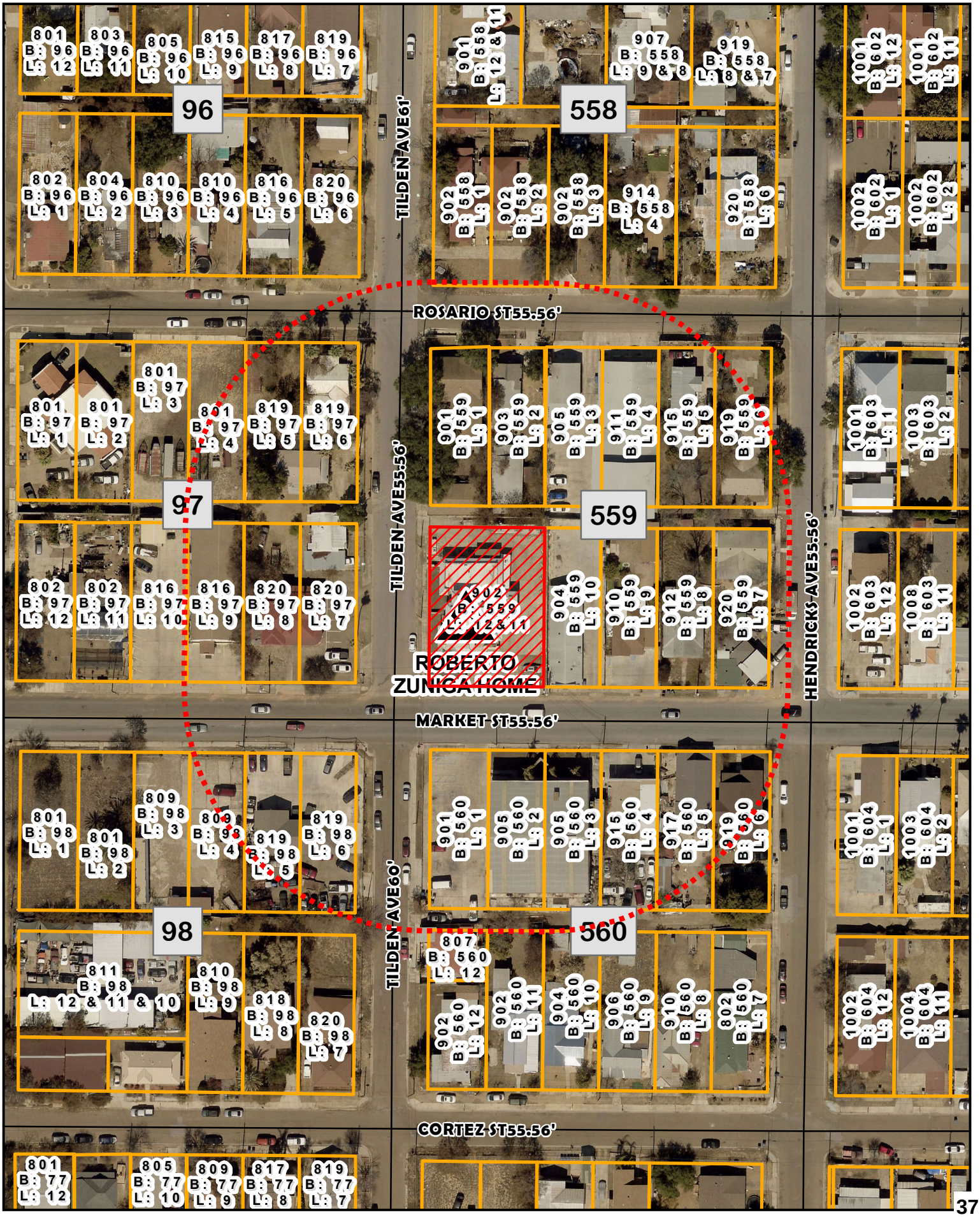
HD-005-2024

# 902 MARKET STREET

COUNCIL DISTRICT: 3

1 inch = 100 feet

Date: 6/25/2024



ZONING MAP

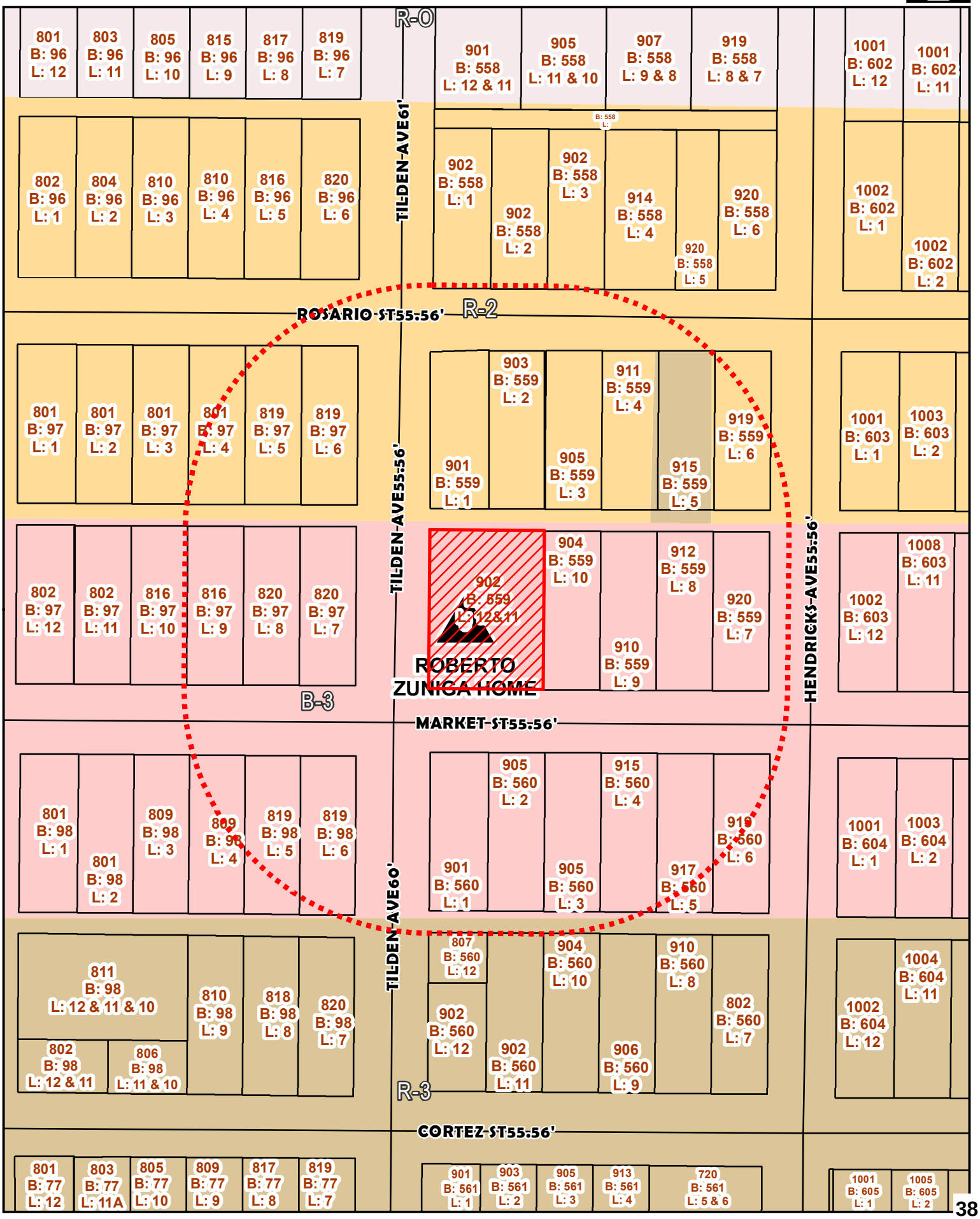
HD-005-2024

# 902 MARKET STREET

COUNCIL DISTRICT: 3

1 inch = 100 feet

Date: 6/25/2024



FUTURE LANDUSE

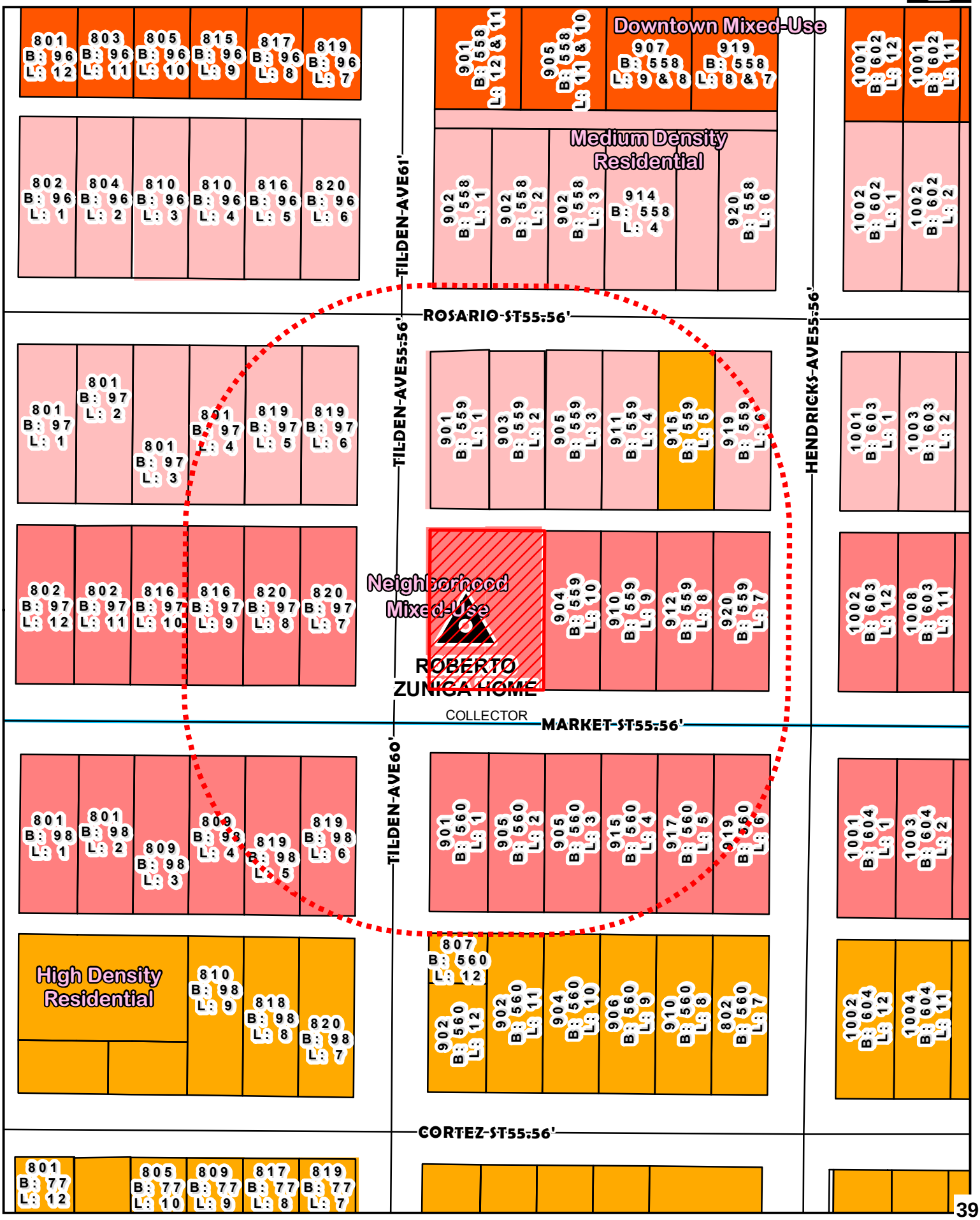
HD-005-2024

# 902 MARKET STREET

COUNCIL DISTRICT: 3

1 inch = 100 feet

Date: 6/25/2024



200' NOTIFICATION

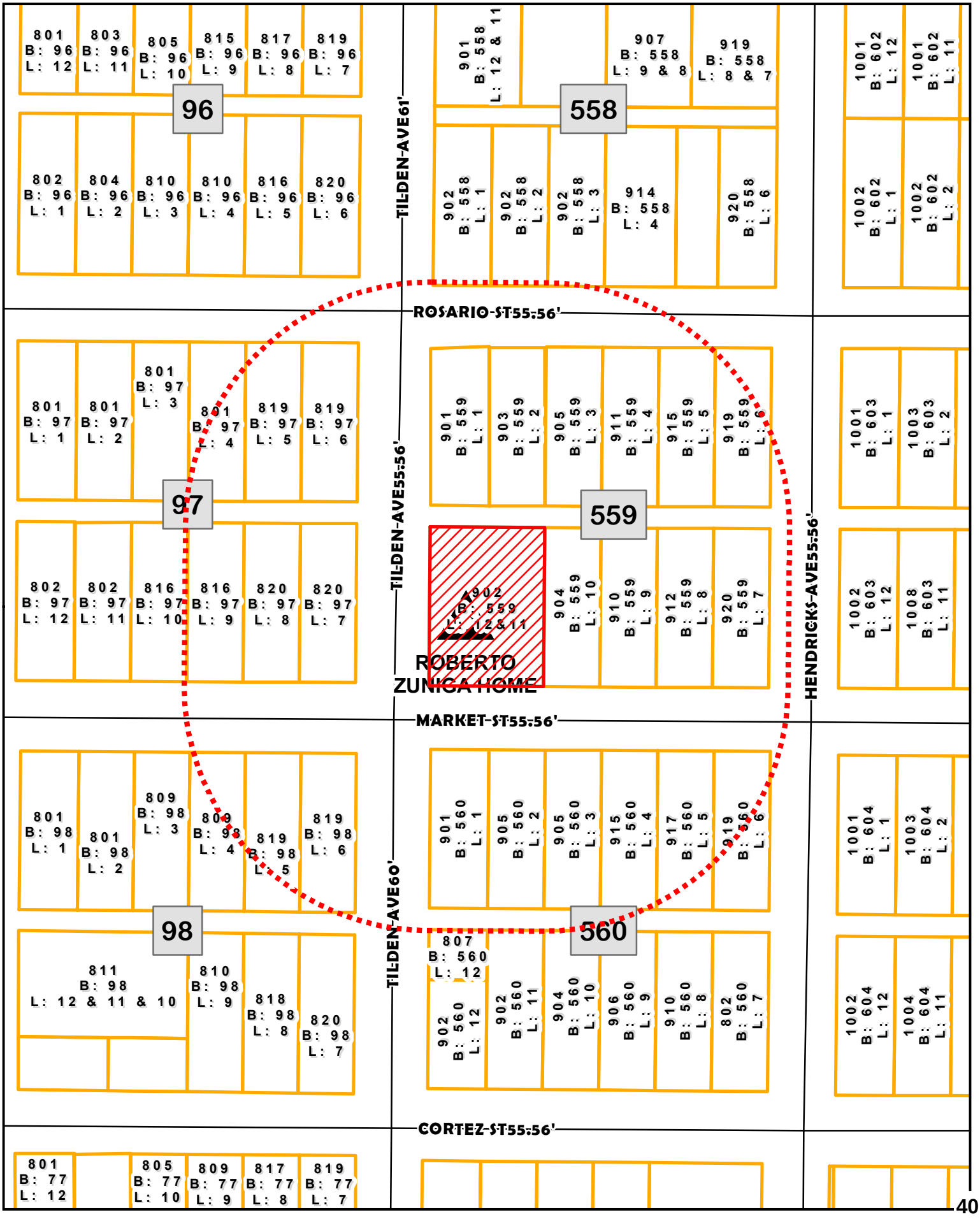
HD-005-2024

# 902 MARKET STREET

COUNCIL DISTRICT: 3

1 inch = 100 feet

Date: 6/25/2024



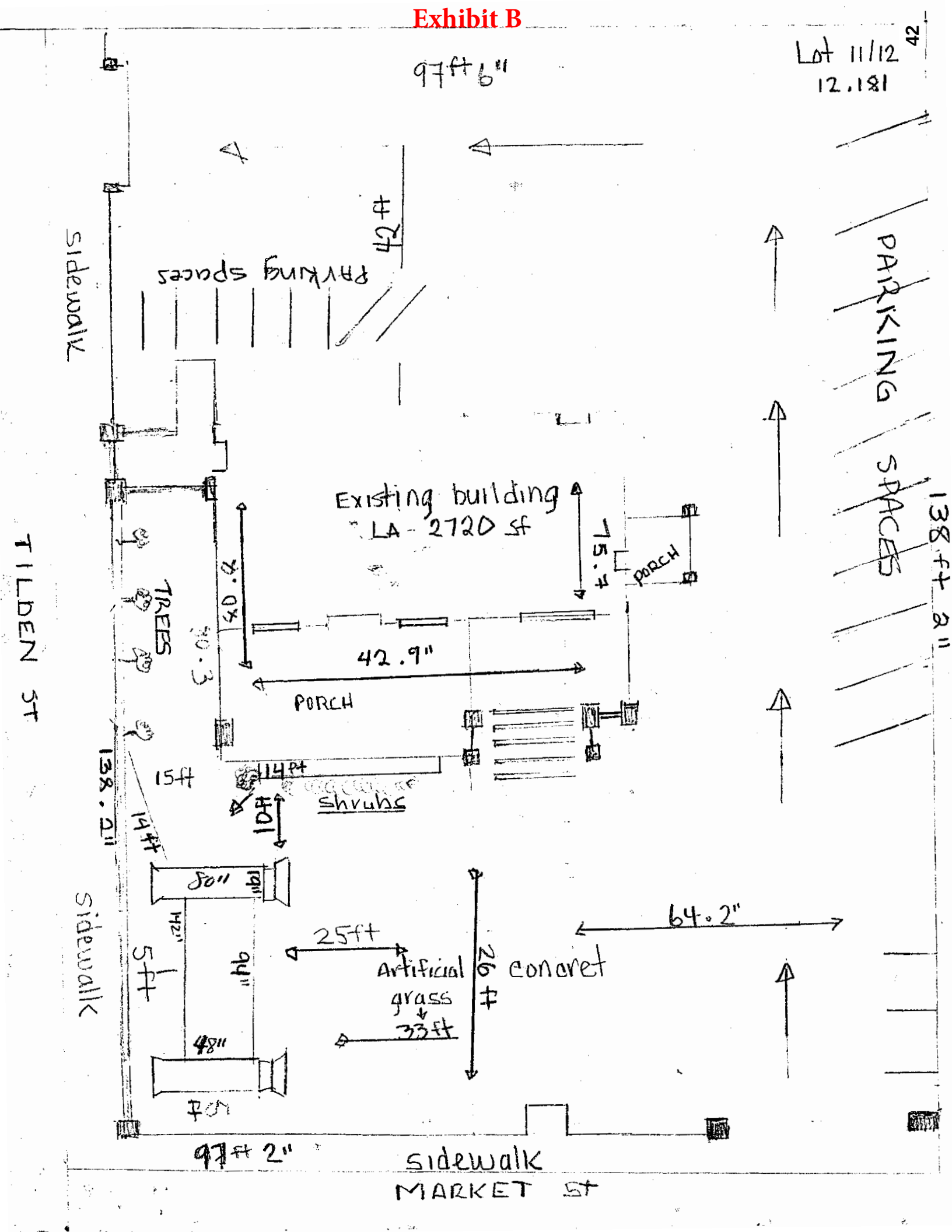
# Exhibit A

**Proposed Scope of Work**

I'm applying authorization for a sign permit on an existing sign at 902 Market St, which are going to be stick on letters on both sides of the sign, there will be no electrical work on the existing monument or light/illumination.

The letters will consist of aluminum material in colors black and gold.

**Exhibit B**


97ft 6"
Lot 11/12
12.181
42
42 ft
Parking spaces
Sidewalk
PARKING SPACES
138 ft 2"
Existing building
LA - 2720 sf
15.1 ft
PORCH
40.2
30.3
42.9"
PORCH
TREES
TILDEN ST
138.2"
15ft
14ft
shrubs
10ft
14ft
Soil
18"
14.2"
5ft
94"
25ft
Artificial grass
33ft
26 ft
concret
64.2"
48"
Soil
97ft 2"
sidewalk
MARKET ST

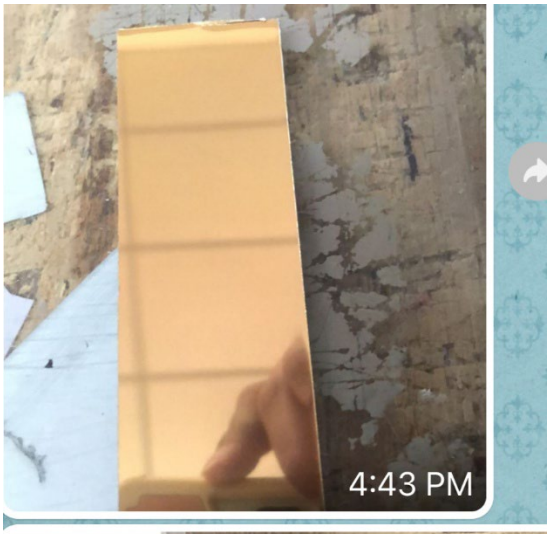
# Exhibit C

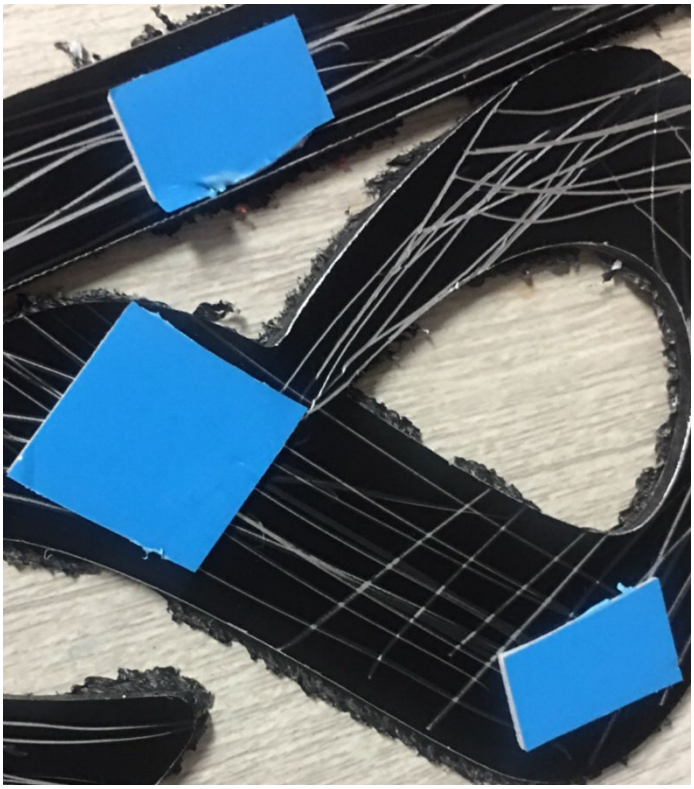
## Specs for the Proposed Attached Letters

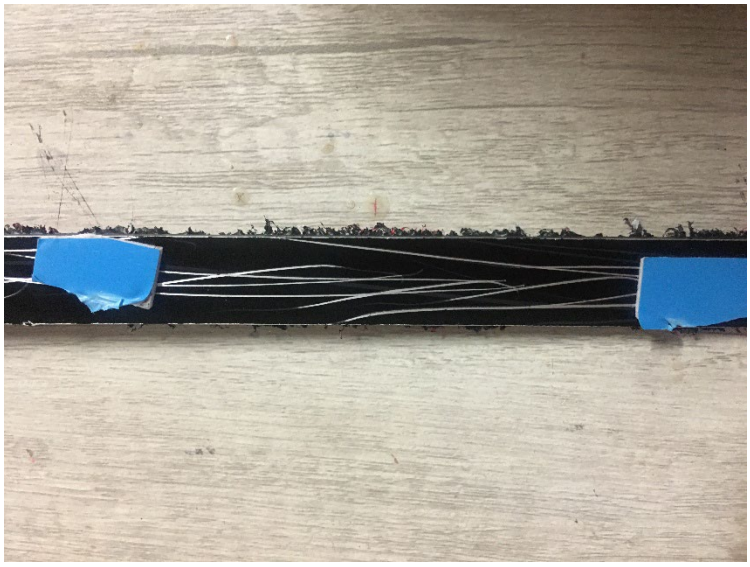
# Exhibit D

## Material Description & Photos

The material of the letters are made of Di-Bond aluminum and are stick on letters the colors are in black and gold.



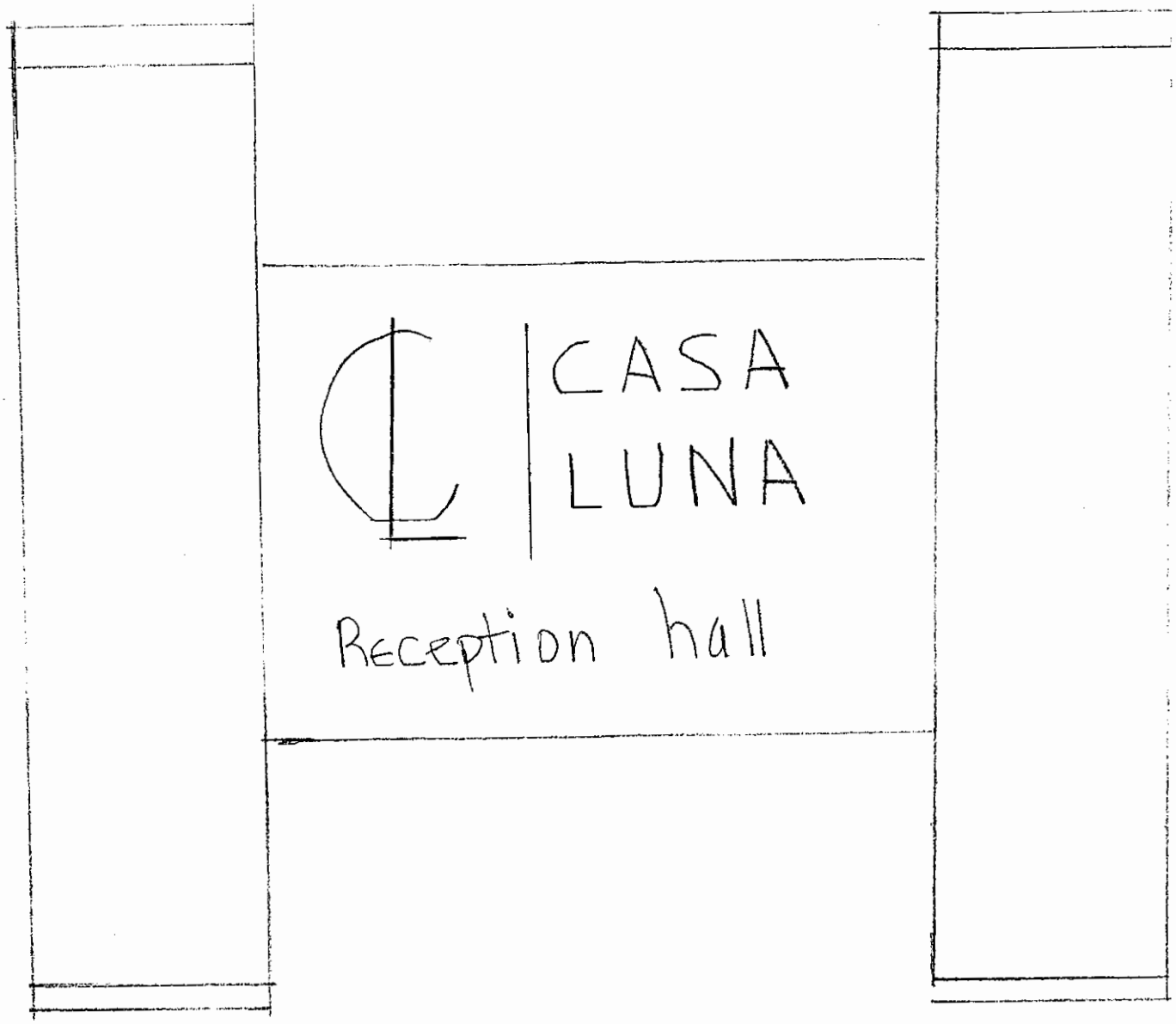





# Exhibit E

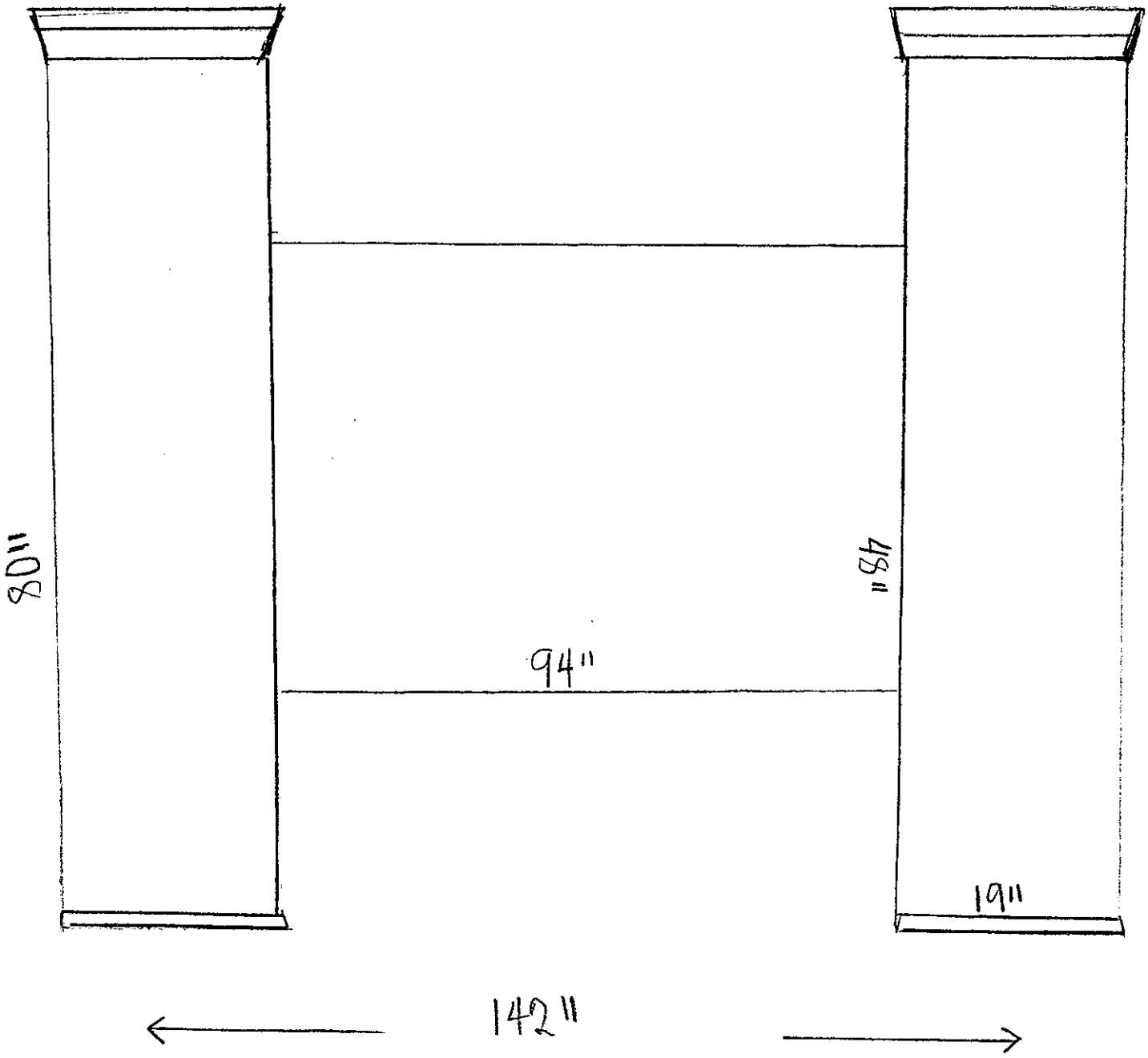
## Proposed Signage Rendering

# Exhibit F




Medida final del Anuncio
165 X 33.5

Letras Aluminio
Color negro
dorado.


80"
48"
94"
19"
142"

# Exhibit G

## Photos of Existing Monument Sign

**Meeting Date:** 8/5/2024 **Public Hearing & Introductory Ordinance 3.**

**SUBJECT**
Public Hearing and Introductory Ordinance of the City of Laredo, Texas amending Chapter 28, Article I, Section 28-4 of the Code of Ordinances by replacing the existing section (entitled fee for temporary lease of a street for private use") in its entirety with new Section 28-4 (entitled "permits required for temporary street closure"); to allow temporary street closures for certain purposes; providing for the repeal of any conflicting provisions; providing for fees; providing for penalty and providing an effective date.

**PREVIOUS COUNCIL ACTION**
Ordinance 89-O-195

**BACKGROUND**
The City of Laredo is committed to ensuring the safety and efficiency of temporary street closures for events within our community. In line with this commitment, Community Development has undertaken the task of updating a 35-year-old ordinance to enhance safety measures and optimize the allocation of resources across multiple departments.

After extensive collaboration and input from department heads in Traffic, Police, Legal, Risk Management, Community Development, and the Fire Department, we have carefully reviewed the feedback gathered from planning meetings held over the past year. This inclusive process has allowed us to identify areas for improvement and develop a comprehensive solution.

Our primary objective in updating this ordinance is to streamline the application process for event organizers, making it more convenient and efficient for them. We aim to introduce a one-stop shop for payments and facilitate online applications through Docuware, ensuring a seamless experience for organizers seeking temporary street closure permits.

In addition to enhancing operational efficiency, we have also considered the financial impact of these changes. To address last-minute applications, we have introduced a late fee, incentivizing organizers to submit their requests in a timely manner. This approach, developed with input from all relevant departments, ensures that safety plans, insurance verification, traffic management strategies, neighbor notifications, and security measures are thoroughly evaluated before approval by the City Manager.

To further improve the effectiveness of the application process, the amendment mandates a 30-day submission period from event organizers. This adjustment is based on the analysis of 37 temporary street closure requests, 30 of which were submitted with less than 7 days for processing. By extending the submission period, we aim to enhance the accuracy and safety of each event application processed.

This updated ordinance reflects our commitment to fostering a safe and vibrant community. We believe that by implementing these changes, we can effectively streamline the temporary street closure process, ensure thoroughness in evaluation, and ultimately enhance the safety and enjoyment of events within our city.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Staff recommends the introduction of this ordinance.

## Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2024 |
| Budgeted Y/N?: | N/A |
| Source of Funds: | N/A |
| Account #: | N/A |
| Change Order: Exceeds 25% Y/N: | N/A |

**FINANCIAL IMPACT:**
There is no financial impact.

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LAREDO, TEXAS AMENDING CHAPTER 28, ARTICLE I, SECTION 28-4 OF THE CODE OF ORDINANCES BY REPLACING THE EXISTING SECTION (ENTITLED FEE FOR TEMPORARY LEASE OF A STREET FOR PRIVATE USE") IN ITS ENTIRETY WITH NEW SECTION 28-4 (ENTITLED "PERMITS REQUIRED FOR TEMPORARY STREET CLOSURE"); TO ALLOW TEMPORARY STREET CLOSURES FOR CERTAIN PURPOSES; PROVIDING FOR THE REPEAL OF ANY CONFLICTING PROVISIONS; PROVIDING FOR FEES; PROVIDING FOR PENATLY AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Laredo is a Home Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, the City of Laredo holds lawful title to the municipal streets, sidewalks and rights-of-way within its corporate limits for the benefit of the Citizens of the State of Texas; and

**WHEREAS,** the City Council deems it advisable to authorize and direct the City Manager to administer this Ordinance, subject to an aggrieved applicant for a permit right to appeal to City Council.

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

**Section 1.** The City of Laredo Code of Ordinances, is hereby amended by replacing the existing language of Chapter 28, Article I, Section 28-4 (entitled "*Fee for temporary lease if a street for private use*") in its entirety with new Section 28-4 (entitled "*Permits required for temporary street closures*.");

**Section 2.** The City of Laredo Code of Ordinance Chapter 28, Article I, Section 28-4 is hereby amended to read as follows:

*Sec. 28-4. Permits required for temporary street closures.*

a) *Purpose. To protect the health, safety and welfare of the citizens of the City of Laredo in the conduct of Temporary Street Closures.*

b) *Permit required. No person shall close any portion of a public street, right-of-way, or sidewalk to vehicular or pedestrian traffic for the conduction a celebration, block party, street dance, local special event, or for other purposes, without first obtaining a permit from the City Manager, or his/her designee, as provided in this chapter.*

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c) *Other permits required. The approval of a permit under this section shall be subject to the granting of any other permits, licenses or approvals under other ordinances or laws that may be applicable to the activity for which the closure is requested.*

d) *Affected parties. This section shall apply only to temporary street closures requested by a private party. A private party is any individual or group of individuals, whether an association, partnership or corporation. Furthermore, a religious, educational or non-profit organization is considered a private party under this section.*

e) *Application for Permit. A permit for temporary street closure shall not be issued until a completed temporary street closure application, together with any additional information requested, and payments of all applicable fees are received by the City. The temporary street closure application must comply with this ordinance and other applicable law.*

f) *Permit application requirements. An application for a temporary street closure shall be made upon a form provided by the City Manager, or his/her designee, and shall contain the following information:*

1. *The name, residence and business address, and phone number of each person and organization sponsoring a temporary street closure. If an organization, the application shall contain the name, residence and business address of an authorized representative;*
2. *The date(s) and time(s) of such temporary street closure;*
3. *The block(s) or intersection(s) at which the closure is requested (attach a map/and or sketch);*
4. *The estimated number of persons who will participate;*
5. *The purpose of the temporary street closure;*
6. *Whether any sound amplification equipment is proposed to be used, and if so, information describing such information equipment;*
7. *Whether or not charity, gratuity, or offerings will be solicited or accepted, or sales of food, beverages or other merchandise will occur;*
8. *Whether such temporary street closure will occupy all or only a portion of the street or intersection involved;*
9. *Details regarding any traffic control plan;*
10. *Plan detailing barricade, security and sanitary facility measures;*
11. *If a security company is contracted, a copy of the contract for services, the company's liability insurance and bond should be provided with the application for temporary street closure permit; and*
12. *Such other information as the City Manager, or his/her designee, deems reasonably necessary in order to carry out his or her duties under this chapter.*

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g) *Fees. The application shall be accompanied by the following fees before the application is approved:*

1. *A non-refundable fee of one hundred dollars ($100.00) will be charged for each application submission.*
2. *A non-refundable fee of one hundred dollars ($100.00) will be charged for late applications.*
3. *An applicant shall pay a traffic control plan fee of one hundred dollars ($100.00) to the Traffic Department.*
4. *For the purposes of this section, an applicant for a Temporary Street Closure Permit may request for more than one street to be temporarily closed under each application. A daily fee (24 hours or less) of one hundred dollars ($100) will be charged for each street requested to be temporarily closed.*
5. *Unless the department requires the applicant to use a private barricade entity, an applicant shall pay the actual costs of city-contracted services for manpower, barricades, signs, and devices to be used for redirecting traffic around the area included in the closure permit.*
6. *If the City determines that a Temporary Street Closure may require the special attention and involvement of City personnel or City facilities, the City shall notify the applicant. Prior to issuance of the Temporary Street Closure Permit:*
    i. *Applicant and City shall agree upon the additional costs the City will incur as a result of the Temporary Street Closure and applicant shall pay those costs to the City; and*
    ii. *Applicant shall agree in writing to pay any additional costs to the City incurred as a result of the Temporary Street Closure within five (5) days of the date upon which the City informs the applicant of the amount of such additional costs.*
7. *The City Manager, or his/her designee, may waive, reduce, or reimburse any fees in this section in accordance with City Ordinance 2019-O-038.*

h) *Other restrictions. Permits issued under the provisions of this section may include restrictions on the days and hours of operation for the street closure. Permits issued under the provisions of this section may also include restrictions on the size and parameters of the street closure. The Police Department or Fire department may require an applicant to include a safety plan as part of the temporary street closure permit application after the departments consider the proposed closure site and estimated event attendance.*

i) *Time of filing. The application shall be filed not less thirty (30) days prior to the scheduled date of such temporary closing. The City Manager, or his/her designee shall act on an application within seven (14) days of its receipt.*

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j) *Notice of Issuance or Denial. Written notice of the issuance or denial of a permit shall be provided by the City Manager, or his/her designee, to the applicant within (14) days of receipt of an application, or as soon as practicable if the request for the permit is received less than thirty (30) days in advance of the proposed date of the temporary street closure. If a permit is denied, said written notice shall state the reasons for denial. If a permit is denied, all paid fees will be returned to the applicant unless the fee is designated as a non-refundable fee in this section.*

k) *Waiver of Time Limitations. The City Manager, or his/her designee, may waive the time limitation for filing an application for a permit and the City Council may waive the time limitation for filing an appeal if it is found that unusual circumstances or good cause exists and no unreasonable burden upon the City or its citizens will be created thereby. However, any application submitted less than thirty (30) days in advance of the proposed date of the temporary street closure is not timely and shall be accessed a late fee.*

l) *Indemnification. The applicant for a temporary street closure permit shall sign an agreement to identify and hold harmless the City, its officers, employees, agents, and representatives against all claims of liability and causes of action resulting from injury or damage to persons or property arising out of the temporary street closure.*

m) *Insurance. The applicant for a temporary street closure permit shall furnish liability insurance that names the city as an additional insured, in amounts and scope determined by the city manager or his/her designee based on the nature and scope of the proposed activity.*

n) *Standards of Issuance. The City Manager, or his/her designee may deny or revoke a requested temporary street closure for any of the following reasons:*

1. *The application is incomplete or contains any false or misleading information.*
2. *The application is submitted after the deadline described in subsection (j) of this section.*
3. *The area requested for closure is of a location, size or nature that it requires an unreasonable diversion of traffic flow on affected streets.*
4. *All or part of the area requested for closure has already been permitted for closure to a different applicant.*
5. *Adequate traffic controls and related safety plans cannot reasonably be developed by the date(s) and time(s) originally requested by the applicant.*
6. *Adequate personnel and resources necessary to facilitate or monitor the closure are unavailable at the date(s) and time(s) requested.*
7. *The activity for which the closure is requested presents an unreasonable threat to the public health, safety, or peace, including, but not limited to damage to property, injury to persons, excessive noise, and emissions or discharge of toxic fumes or chemicals.*

DRAFT

o) *Officials to be notified. The review of the permit application shall be coordinated with the Police Department, Fire Department, Traffic Department, Risk Management, Solid Waste and any other department that the City Manager deems necessary for planning purposes as well as to ensure that the community follows the correct street barricading procedures for the safety of pedestrians and vehicular traffic. If gates or any barricades are used to effectuate the physical closure of a street, the gates and their placement location must be approved by the following departments: Police Department, Fire Department, and Traffic Department.*

p) *Appeal procedure. Upon the denial or revocation of a permit by the City Manager, or his/her designee, the applicant may appeal to the City Council by filing the application within seventy-two (72) hours or two (2) City working days, whichever is longer, with the City Secretary, who shall set the appeal for hearing at the next regular council meeting. After holding a hearing, the City Council may reverse, affirm or modify in any respect the determination of the City Manager, or his/her designee.*

q) *Issued permit. A permit for a temporary street closure issued by the city manager or his/her designee shall specify the dates, times and location of the closure, which may correspond with or differ from those requested by the applicant. The permit must be displayed during the event and available for review by a City Official.*

r) *Barricades and litter collection. Permit recipients shall provide and remove such barricades and warning devices as are deemed necessary by and are acceptable to the City Manager, or his/her designee. Such persons shall also provide for the collection and removal of all trash, garbage, and litter caused by or arising out of such temporary street closure.*

s) *Security. Permit recipients shall provide adequate security as deemed necessary by and are acceptable to the City Manager or his/her designee. If a security company is contracted, a copy of the contract for services, the company's liability insurance and bond should be provided with the application for temporary street closure permit.*

t) *Sanitary facilities. Permit recipients shall provide adequate sanitary facilities as deemed necessary by and are acceptable to the City Manager or his/her designee.*

u) *Temporary closure by city. Notwithstanding the provisions of this chapter, the City Manager, or his/her designee, may, on his/her own initiative, restrict the use of, temporarily close, or authorize the closure of any street or highway within the limits of the City, when he or she considers such restriction or temporary closing of such street or highway to be necessary for the protection of the persons or property, during events or activities such as construction, storms, parades, celebrations or other special events.*

v) *Violation of section. A person commits an offense under this section if the person:*

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1. *Knowingly commences, conducts, aid or assists in conducting a street closure without a permit, or with an expired or revoked permit; or*
2. *Knowingly violates any terms of the provisions of this section.*

w) *General penalty for violations of section; continuing violations. Any person who violates a provision of this article or any person who is the holder of a temporary street closure permit who does not comply with the requirements of this article shall, upon conviction by the municipal court of the City, be subject to a fine no less than five hundred dollars ($500.00) or not to exceed two thousand dollars ($2,000.00) for each offense, and each day of violation of said article shall constitute a separate offense. It shall not be a defense under this section if the temporary street closure was commenced, conducted, aided or assisted by a law enforcement agency without first obtaining a temporary street closure permit from the City.*

**Section 3.** In codifying the changes authorized by this ordinance, paragraphs, sections, and subsections may be renumbered and reformatted as appropriate consistent with the numbering and formatting of the City of Laredo Code of Ordinances.

**Section 4.** All ordinances or part thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters herein.

**Section 5.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**Section 6.** This Ordinance shall become effective immediately upon passage.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____DAY OF_____2024.**

**VICTOR D. TREVINO**
**MAYOR**

**ATTESTED:**

**JOSE A. VALDEZ, JR.**

DRAFT

**CITY SECRETARY**

**APPROVED AS TO FORM:**

_____

**DOANH "ZONE" T. NGUYEN**
**CITY ATTORNEY**

DRAFT

## City Council

**Meeting Date:** 8/5/2024 **Public Hearing & Introductory Ordinance 4.**

**SUBJECT**
Public Hearing and Introductory Ordinance of the City Council of the City of Laredo, Texas ordering and proclaiming a special election, to run concurrent with the General Election, for the submission of Charter Amendments to be held within the City on November 5, 2024; and providing for severability, designating polling places, publication, and an effective date.

**PREVIOUS COUNCIL ACTION**
On July 23, 2024, a Special City Council meeting was conducted to discuss and take action on the proposed charter amendments.

On June 24, 2024, a presentation was made by the City of Laredo Charter Revision Commission to the City Council during a workshop and no action was taken.

On April 17, 2023, City Council approved to appoint new members to the City of Laredo Charter Revision Commission in order to review and recommend any appropriate changes to the City Charter.

On August 17, 2020, City Council approved Ordinance 2020-O-100, ordering a special election for the submission of charter amendments to be held within the city on November 3, 2020; and providing for severability, publication, and effective date.

**BACKGROUND**
As per the City of Laredo Charter, at least every ten years, but not more often than every two years, the City Council shall appoint a City Charter Revision Commission to make recommendations to the City Council for amendment or amendments to said charter. The Commission shall consist to nine (9) members. The Mayor and each member to the City Council shall nominate one member of the Commission, subject to confirmation by the affirmative vote of at least five Council members or four Council Members and the Mayor.

**COMMITTEE RECOMMENDATION**
City of Laredo Charter Revision Commission made their recommendations of charter amendments to the City Council for consideration on June 24, 2024.

**STAFF RECOMMENDATION**
City Secretary office and legal Department attended all Charter Revision Commission meetings to provide legal guidance and take minutes of meetings.

## Fiscal Impact

| | |
|---|---|
| Fiscal Year: | N/A |
| Budgeted Y/N?: | N/A |
| Source of Funds: | N/A |
| Account #: | N/A |
| Change Order: Exceeds 25% Y/N: | N/A |

**FINANCIAL IMPACT:**
N/A

# CITY OF LAREDO

# CITY CHARTER

## AS AMENDED 2020

**Historical Sketch**
**of the**
**Founding of Laredo and Its City Charter**

The City of Laredo was founded in August of 1755 by the Spanish Government by a public act of foundation known as the "Vicita-General", which laid off and established the City of Laredo in the months of May and June of that year.

The "Vicita-General" is a document containing the written proceedings of the Royal Commission that founded the City. By this document the Spanish Government granted to the inhabitants of the City "ejidos" or commons of four square leagues of land having the principal plaza of the town for a center. (City of Laredo vs. Macdonnell, 52 Texas, 511)

On January 28, 1848 the Legislature of the State of Texas, by special act, granted the City of Laredo its first charter under the government of Texas, by which charter the city limits were fixed at one square mile, of which the Rio Grande river constituted the line on the south and the upper and lower lines were equi-distant from the public plaza and ran back from the river parallel to each other to intersect the back line at right angles, all the lines being one mile in length and forming, as near as the meanders of the river would allow a perfect square. (Gammel's Law, Volume 3, page 343)

In 1850 the citizens of Laredo became dissatisfied with the narrow boundaries fixed by the act of 1848, and upon their request the boundaries of the City were changed by special act of the Legislature so as to make them the same as the original boundaries granted by the "Vicita-General", which was four square leagues. (Gammel's Laws, Volume 3, pages 760 and 798)

In 1860 the Legislature passed a special act authorizing the mayor and aldermen of the City of Laredo to sell all of the vacant porciones granted to said city by the "Vicita- General" or Royal Charter of 1767 and to convey to the purchasers thereof titles in fee simple. (Gammel's Law, Volume 5, page 195)

In 1871 the Legislature passed an act providing for the obtaining, transcribing and translating of all the acts, charters and grants affecting land on the east side of the Rio Grande river and for the archiving of the same in the General land Office at Austin. This act embraced the "Vicita-General" and the lands originally granted by it to the City of Laredo. (Gammel's Law, Volume 6, page 958)

On April 21, 1883, the City Council of Laredo, acting under provisions of the then Title 17 of the Revised Civil Statutes of Texas providing for the incorporation of cities and towns, passed a resolution surrendering the old special charter granted in 1848 and accepted the provisions of the general incorporation act of this State for cities and towns. (City Council Minute Book, Volume 3, page 120)

From this latter date to February 23, 1911, the City of Laredo operated under the general Texas incorporation act for cities and towns, when it procured its present charter by a special act of the Legislature. (Special Acts, Regular Session 32nd Legislature, 1911, pages 58 to 89.) This latter charter is now in full force and effect as originally granted with the exception of Sections 19, 54 and 55 which were amended by a vote of the people on January 29, 1921, acting under the "Home Rule" amendment to the Texas Constitution.

The writer hereof was employed by the City of Laredo in 1911 to secure a special charter for it and he wrote and attended to the passage through the Legislature of the present charter, with the

exception of the three amendments above noted, and he has made careful examination of all legislative acts affecting or changing former charters of the City, and has carefully compared this printed edition with the original special act and can vouch for its accuracy. (Marshall Hicks, February 25, 1922)

The 1911 Charter to which Mr. Hicks refers was printed in a series of four editions. The First Edition was prepared by Marshall Hicks dated February 25, 1922. The Second Edition of the Charter was prepared by Edward H. Lange, City Attorney under the date of October 1, 1938.

The Third Edition printed was by Charter amendment elections held on July 8, 1941, January 8, 1946 and October 9, 1951.

The Fourth Edition printed included the amendments adopted at Charter amendment elections held on April 3, 1962 and November 30, 1965 and was replaced by the 1981 Charter.

The 1981 Charter was framed by members of the Laredo Charter Commission and voted upon by the citizens of the City of Laredo on January 14, 1981, and became fully effective on April 6, 1982.

On January 16, 1988 the citizens of the City of Laredo in an election on proposed charter amendments, voted favorably on certain amendments to the 1981 Charter, which amendments are incorporated in this edition. On an election held on November 7, 1995 the citizens approved several charter amendments proposed by the City Charter Commission.

On November 7, 2006 the Charter was amended with proposed revisions by members of the Laredo City Charter Revision Commission which were approved by the citizens of the City of Laredo.

A Charter Revision Commission was named on November 3, 2008 to review the charter and on July 26, 2010 the City Council approved the proposed amendments that went to the citizens of the City of Laredo who approved the present City Charter on November 2, 2010.

On April 22, 2016, petitioners delivered 615 petitions that contained approximately 10,000 signatures to the Office of the City Secretary in accordance with Chapter 9 of the Texas Local Government Code. Additionally, the Charter Revision Commission submitted proposed amendments to the 2010 Charter for voter approval.

On November 8, 2016, the citizens of the City of Laredo approved 22 out of 24 proposed charter amendments at the polls.

On November 03, 2020, the citizens of the City of Laredo approved 8 out of 8 proposed charter amendments at the polls.

Jose A. Valdez Jr. – City Secretary

**CHARTER OF THE CITY OF LAREDO**
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## ARTICLE I
## INCORPORATION, FORM OF GOVERNMENT AND POWERS OF THE CITY

### Section 1.01 Incorporation

The inhabitants of the City of Laredo, in Webb County, Texas residing within the corporate limits as now established and as hereafter extended, shall continue to be and are hereby constituted a municipal body politic and corporate, in perpetuity, under the name of "City of Laredo," hereinafter referred to as the "City," and having such powers, privileges, rights, duties, and immunities as are herein provided.

### Section 1.02 Form of Government

The municipal government provided by this Charter shall be known as the "Council-Manager Government." Pursuant to its provisions and subject only to the limitations imposed by the State Constitution and laws and this Charter, all powers of the City shall be vested in an elective council, hereinafter referred to as "the Council" or "the City Council," which shall enact local legislation, adopt budgets, determine policies, and appoint the City Manager, who shall execute the laws and administer the government of the City. All powers of the City shall be exercised in the manner prescribed by the State Constitution and laws, this Charter, or the Council's adopted ordinances.

### Section 1.03 Powers of the City

The City is and shall continue to be a Home Rule City, with full power of local self-government, including the right to amend this Charter as provided by the State Constitution and laws, which shall prevail if there is a conflict. It shall have all the powers possible for a Home-Rule City under the State Constitution and laws, as fully and completely as though they were specifically enumerated in this Charter.

### Section 1.04 Annexation

The City Council shall have the power by ordinance to fix the boundary limits of the City of Laredo, and to provide for the alteration and the extension of said boundary limits, and the annexation of additional territory in accordance with applicable provisions of the constitution and laws of the State of Texas. The City Council shall have the power by ordinance to contract with owners of land for its voluntary annexation.

### Section 1.05 Construction

The powers of the City under this Charter shall be construed liberally in favor of the City, as a Home-Rule City, and the specific mention of particular powers in the Charter shall not be construed as limiting in any way the general powers stated in this article.

### Section 1.06 Intergovernmental Relations

The City may exercise any of its powers or perform any of its functions by contract or otherwise,

jointly or in cooperation with any state and civil authority, including the United States and foreign states.

As a general principle, the City of Laredo shall endeavor to create an environment of governmental co-operation with the County of Webb, the public school districts, and any other governmental entity or political subdivision of the State of Texas that abuts or is located within the City of Laredo. Such cooperation shall promote a seamless, efficient, effective, equitable, and accountable delivery of services to all citizens and residents of the City of Laredo and, to the extent allowable by law, to those citizens that fall under the extraterritorial jurisdiction of the City of Laredo. These endeavors shall be memorialized in the form of inter-governmental contracts, joint services agreements or memorandums of understanding, which will call for cooperation and sharing of services and resources among the governmental bodies herein mentioned.

**Section 1.07 Notice of Claim**

The City of Laredo shall not be responsible on account of any claim for damages to any person or property unless the person making such complaint or claiming such damage shall, within 180 days after the time at which it is claimed such damages were inflicted upon such person or property, file with the City Secretary, a true statement under oath, as to the nature and character of such damages or injuries, the extent of the same, and the place where same happened, the circumstances under which happened, the conditions causing same, with a detailed statement of each item of damages and the amount thereof, and if it be for personal injuries, giving a list of the witnesses, if any known to affiants, who witnessed such accident.

## ARTICLE II
## CITY COUNCIL

### Section 2.01 Composition, Qualifications and Terms

(A) Composition

There is hereby created as the governing body of the City, a City Council composed of a Mayor and eight Council Members. The City shall be divided into eight districts which shall be drawn by ordinance. A City Council Member shall be elected from each of these eight districts. Whenever the term "City Council Member" is used in this Charter it refers to a member of the City Council other than the Mayor; however, the term, "City Council" shall mean the eight Council Members and the Mayor.

(B) Qualifications

The Mayor and all City Council Members shall be registered voters of the City, and shall have resided within the City for twelve months immediately preceding the last day for filing an application for candidacy. Additionally, City Council members shall have resided within the district for which they file for candidacy for ninety (90) days preceding the last day for filing of an application for candidacy and must maintain their residence in the district from which elected throughout their term of office.

(C) Terms and Limits

The term of a City Council Member is four years. No person shall be elected as a City Council Member for more than two terms. The vacating of office by a City Council member, whether by resignation or otherwise, shall constitute a full term irrespective of the length of time served. A person who has been elected as a City Council Member through a special election to finish an unexpired term longer than two years shall be deemed to have served a full term. No person shall be elected as a City Council Member through a special election if they have been elected to two terms. The terms of City Council Members shall be staggered with half of the City Council Members being elected every two years. Subject to the prohibitions and limitations of Section 2.03(A), service as a City Council Member does not limit service in another elected position.

### Section 2.02 Compensation; Expenses

Unless otherwise provided by law, each member of the City Council shall receive compensation for his or her service in office. The City Council may determine the annual salary of the Mayor and City Council members by ordinance, but no ordinance increasing such salary shall become effective for Mayor or City Council members until the date of commencement of their respective new term, provided that such respective new term follows the adoption of the ordinance by at least three (3) months. The Mayor and City Council Members shall get a salary deduction to be assessed for each unexcused absence from any regular City Council meeting. The Mayor and City Council Members shall receive reimbursement for their actual and necessary expenses incurred in the performance of their duties of office.

**Section 2.03 Prohibitions**

(A) Holding Other Office

Except where authorized by law, neither the Mayor nor a Council Member shall hold any other City office or City employment during the term for which he or she was elected, and no former Mayor or Council Member shall hold any compensated appointive City office or City employment until one year after the expiration of the term for which he or she was elected.

(B) Appointments and Approvals

Unless it is otherwise specifically provided in this Charter, City Council shall not in any manner dictate the appointment or removal of any City administrative officer or employee whom the City Manager or any of his subordinates are empowered to appoint or remove, but the City Council may express its views and fully and freely discuss with the City Manager anything pertaining to appointment and removal of such officers and employees.

(C) Interference with Administration

Except for the purpose of inquiries for obtaining information or reporting problems with services and of investigations under Section 2.06, the City Council shall deal with City officers and employees who are subject to the direction and supervision of the City Manager solely through the City Manager and they shall not give orders to any such officer or employee either publicly or privately.

**Section 2.04 Vacancies: Forfeiture of Office, Filling of Vacancies**

(A) Vacancies

The office of the Mayor or of a Council Member shall become vacant upon death, resignation, removal from office in any manner authorized by law, or by forfeiture of office.

(B) Forfeiture of Office

(1) Mandatory Grounds.
The Mayor or a Council Member shall forfeit office if he or she:

a. lacks at any time during the term of office any qualification for holding the office prescribed by this Charter or by law;

b. fails to meet the residency requirements for election to office;

c. is convicted of a felony;

d. fails to attend three consecutive regular Council meetings without being excused by the Council;

e. violates the prohibited personal financial interest provision set forth in Section 12.01 or

any other provisions of this Charter that prescribe forfeiture; or

f. fails to attend six consecutive or non-consecutive regular Council meetings in any twelve-month period with or without being excused by the Council.

(2) Potential Grounds.

If the Mayor or a Council Member is convicted of any criminal offense other than a felony or Class C Misdemeanor, the City Attorney shall file a petition for Declaratory Judgement with the District Courts of Webb County for a determination on whether the crime is one involving moral turpitude. If it is determined by the District Court Judge that the Mayor or Council Member was convicted of a crime involving moral turpitude, then the City Council shall automatically order a recall election at the next allowable election date under the Texas Elections Code and dispense of the certified recall petition required under Section 11.05 of the Charter.

(C) Filling of Vacancies

Any vacancy or vacancies occurring within the City Council and the office of the Mayor shall not be filled by appointment but shall be filled by majority vote of the qualified voters at a special election called for such purpose within 120 days after such vacancy or vacancies occur.

**Section 2.05 Judge of Qualifications**

The City Council shall be the judge of the election and qualifications of its members and of the grounds for forfeiture of office. The City Council shall have the power to subpoena witnesses, administer oaths and require the production of evidence. A member charged with conduct constituting ground for forfeiture of office shall be entitled to a public hearing. Notice of such hearing shall be published in one or more newspapers of general circulation in the City at least one week in advance of the hearing. Decisions made by City Council under this section are subject to judicial review.

**Section 2.06 Investigation**

The City Council shall have the power to inquire into the official conduct of any department, agency, office, or employee of the City. For this purpose the City Council shall have the power to administer oaths, subpoena, witnesses, and to compel the production of books, papers, and other evidence material to the inquiry. The City Council shall provide by ordinance penalties for contempt in failing or refusing to obey any such subpoena or to produce any such books, papers or other evidence, and shall have the power to punish any such contempt in the manner provided by the ordinance.

**Section 2.07 Procedure**

(A) Meetings

The City Council shall meet regularly at least once each month at such time and place as the City Council may prescribe by ordinance. Special meetings may be called upon the written request of the Mayor or at least four Council Members. All meetings shall be posted by the City Secretary and conducted in accordance with the Texas Open Meetings Act.

(B) Rules and Minutes

The City Council shall determine its own rules and orders of business, and shall provide for keeping minutes of its proceedings. These minutes shall be a public record. All City Council executive session meetings, subject to Texas Law, shall be recorded with audio recording.

(C) Quorum

A quorum must be established before the Council can conduct any business, and no vote can be taken in the absence of a quorum. Five Council Members or four Council Members and the Mayor shall constitute a quorum, but a smaller number may adjourn or recess from time to time and may compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules or procedures adopted by the Council.

(D) Voting

Voting, except on procedural matters, shall be by roll call or unanimous consent, and the ayes and the nays shall be recorded in the minutes. When the presiding officer determines that there is no objection, the minutes shall reflect all Council members present as voting aye without the necessity of a roll call. When procedural matters are voted on by voice vote, show of hands, or other method, the minutes shall record "aye" votes for all members present, unless a member registers otherwise with the City Secretary. No action of the Council shall be valid or binding unless adopted by the affirmative vote of at least five Council Members or of four Council Members and the Mayor.

**Section 2.08 Action Requiring an Ordinance**

In addition to other acts required by law or by specific provisions of this Charter to be done by ordinance any and all of the following acts must also be done by ordinance:

(1) Adopt or amend an administrative code or establish, alter or abolish any City department, office or agency;

(2) Provide for a fine or other penalty or establish a rule or regulation for violation of which a fine or other penalty is imposed;

(3) Levy taxes;

(4) Grant, renew or extend a franchise;

(5) Regulate the rate charged for services by a public utility;

(6) Authorize the borrowing of money;

(7) Convey or lease or authorize the conveyance or lease of any lands of the City;

(8) Create certain boards and commissions provided by state law;

(9) Amend or repeal any ordinance previously adopted; and

(10) Prescribe standards for issuance of business or other licenses; and

(11) Determine the salary of all elected and appointed City officials and employees.

Acts other than those referred to in the preceding sentence may be done either by ordinance or by resolution as prescribed by law.

**Section 2.09 Ordinance in General**

(A) Form

Every proposed ordinance shall be introduced in writing and in the form required for final adoption. No ordinance shall contain more than one subject and such subject shall be clearly expressed in its title. The enacting clause shall read: "Be it ordained by the City Council of the City of Laredo..." Any ordinance amending an ordinance or a part of the city code shall set out in full the ordinance, section or subsection to be amended, and shall indicate the matter to be omitted by enclosing it in brackets and by using strikeout type and shall indicate new matters by underscoring and by using italics.

(B) Procedure

An ordinance may be introduced by any member of the Council at any regular or special meeting of the Council. Upon introduction of any ordinance, the City Secretary shall distribute a copy to each member of the City Council, and shall file a reasonable number of copies in the office of the City Secretary and such other public places as the Council may designate, including the Internet. Except as provided in Section 2.11, no ordinance shall be submitted for a vote of the Council at the same meeting at which it was introduced. Except as provided in Section 8.03, it shall not be necessary that an ordinance be read more than one time before submission for a vote of the Council. The City Council must have a public hearing or inquiry sixty (60) days before it increases any type of taxes or service charges, or passes any bond issue, or utility rate increase. A public hearing shall also be required where State or Federal statutes or regulations provide.

(C) Effective Date

Except as otherwise provided in this Charter, or by ordinance or by law, all ordinances and resolutions passed by the Council shall take effect at the date indicated therein.

(D) Publication of Ordinances

Any ordinance imposing any penalty, fine, or forfeiture shall after the passage thereof, be published one (1) time in the official newspaper before the same shall go into effect. In lieu of publication of the full text of the ordinance, it shall be sufficient to publish the descriptive caption or title of the ordinance, stating in summary the purpose of the ordinance and the penalty for violation

thereof. The ordinance shall take effect and be in force from and after the publication thereof, unless otherwise expressly provided.

**Section 2.10 Authentication and Recording; Publication and Codification**

(A) Authentication and Recording

The City Secretary shall authenticate by his/her signature and record in full, in a properly indexed book kept for the purpose all ordinances and resolutions adopted by the Council.

(B) Publication and Codification

The Council shall cause each ordinance and each amendment to this Charter to be made available to the public promptly upon its adoption. The Council shall provide for the preparation of a general codification of all City ordinances having the force of law.

The general codification shall be adopted by the Council by ordinance and shall be published promptly in loose-leaf form together with this Charter and any amendments thereto. The official copy of the Code of Ordinances in the office of the City Secretary shall be kept up to date and properly indexed. It shall not be necessary to repeat in the Code of Ordinances technical codes adopted by reference. One copy of the Code shall be furnished to City officials and officers. It shall also be placed in libraries and public offices for public reference and made available electronically and for purchase by the public at production cost. Amendments to the Code of Ordinances may also be purchased by the public as they become available.

(C) Printing

The council shall cause each ordinance and each amendment to this Charter to be printed promptly following its adoption, and the printed ordinances, and Charter amendments shall be distributed or sold to the public at reasonable prices to be fixed by the Council. Following publication of the first Laredo City Code and at all times thereafter, the ordinances and Charter amendments shall be printed in substantially the same style as the code currently in effect and shall be suitable in form for integration therein.

**Section 2.11 Emergency Ordinances**

To meet a public emergency affecting life, health, property or the public peace, the Council may adopt one or more emergency ordinances but such ordinances may not levy taxes, grant, renew or extend a franchise, regulate the rate charged by any public utility for its services or authorize the borrowing of money. An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it shall be plainly designated as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms. An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but the affirmative vote of five (5) Council members shall be required for adoption. After its adoption the ordinance shall be published and printed as prescribed for other adopted ordinances. It shall become effective upon adoption or at such later time as it may specify. Every emergency ordinance shall automatically stand repealed as of the sixty-first

(61st) day following the date on which it was adopted, but shall not prevent re-enactment of the ordinance in the manner specified in this section if the emergency still exists. An emergency ordinance may also be repealed by adoption of a repealing ordinance in the same manner specified in this section for adoption of emergency ordinances.

**Section 2.12 Ordinances Still in Force**

All ordinances of said City now in force not contrary to the provisions of this Charter and the laws of this State shall continue in force until repealed.

**Section 2.13 Codes of Technical Regulations**

The Council may adopt any standard code of technical regulations by reference thereto in an adopting ordinance. The procedure and requirements governing such an adopting ordinance shall be prescribed for ordinances generally except that:

(1) The requirements in Section 2.09 for distribution and filing of copies of the ordinance shall be construed to include copies of the code of technical regulations as well as the adopting ordinances, and

(2) A copy of each adopted code of the technical regulations as well as of the adopting ordinance shall be authenticated and recorded by the City Secretary pursuant to Section 2.10.

Copies of any adopted code of technical regulations shall be made available by the City Secretary for distribution or for purchase at a reasonable price.

**Section 2.14 Mayor: Election and Term**

There shall be a Mayor elected by the qualified voters of the City at large. The Mayor shall serve a four (4) year term with a limit of two (2) elected four year terms excluding time served through appointment or election to an unexpired term.

**Section 2.15 Powers and Duties of the Mayor**

(1) Shall preside at Council meetings;

(2) Shall be recognized as the head of the City Government and as the official representative of the City but shall have no administrative duties;

(3) Shall only vote in case of a tie of Council Members;

(4) Shall have the veto power and his/her veto shall be executed within the next two regularly scheduled Council Meetings, and may be overridden by a vote of five (5) Council Members made at the same meeting as the veto;

(5) Shall make the official state of the city address by January 31 of each year of the Mayor's term of office at a public place open and free to all of the people of Laredo. The private sponsorship of the official state of the city address is prohibited.

(6) Shall have the right to initiate motions at City Council Meetings;

(7) Shall have the right to add items to the Council agenda;

(8) Shall consult with the City Manager regarding proposed agenda items to be included in the agenda of a regular and or special Council meeting;

**Section 2.16 City Secretary**

The City Manager shall recommend a City Secretary whose appointment shall be confirmed by the affirmative vote of no less than five Council members. The City Secretary shall report to and be evaluated by the City Manager. It shall be the duty of the City Secretary to attend every meeting of the City Council and keep accurate minutes of the proceedings thereof in a book to be provided for that purpose and to engross and enroll all laws, resolutions and ordinances of the City Council; to keep the corporate seal; to take charge of and preserve and keep in order all the books, records, papers, documents, and files of said Council; to countersign all commissions issued to the City officers and licenses issued; and any other duties and responsibilities as may be assigned by the City Council or state statute. The City Secretary may be removed from office by the affirmative vote of no less than five Council Members.

**Section 2.17 Internal Auditor**

The City Council shall appoint and evaluate an officer of the City who shall have the title of Internal Auditor and whose functions and duties shall be determined by ordinance. The Internal Auditor may be replaced or terminated by the affirmative vote of no less than five Council Members.

## ARTICLE III
## CITY MANAGER

### Section 3.01 Appointment; Compensation

The City Council, by the affirmative vote of no less than five Council Members, shall appoint a City Manager for an indefinite term and fix the manager's compensation. His/her compensation shall be reviewed on a yearly basis upon the anniversary of his/or employment date.

### Section 3.02 Qualifications

The City Manager shall be appointed on the basis of executive and administrative qualifications. He/she shall have a Master's Degree and no less than eight years' experience in government, economic development, or other government related field, five of which must be supervisory managerial experience. A Master's Degree in Public Administration is preferred. The City Manager need not be a resident of the City or State at the time of appointment, but must reside inside the City while in office.

### Section 3.03 Removal

The City Manager shall not be appointed for a definite term, but may be removed at the will and pleasure of the City Council by the affirmative vote of no less than five Council Members. The action of the City Council in removing the City Manager shall be final, it being the intention of the Charter to vest all authority and fix all responsibility for such removal on the City Council.

### Section 3.04 Acting City Manager

By letter filed with the City Secretary, the City Manager shall designate, subject to approval of the City Council, a qualified City administrative officer to exercise the powers and perform the duties of City Manager during his/her temporary absence or disability. During such absence of disability, the Council may revoke such designation at any time and appoint another officer of the City to serve until the City Manager shall return or his/her disability shall cease. In the event the City Manager is incapacitated and cannot or will not designate an Acting City Manager, then the City Council shall appoint an Acting City Manager by the affirmative vote of no less than five Council Members.

### Section 3.05 Powers and Duties of the City Manager

The City Manager shall be the chief administrative and executive officer of the City. He/she shall be responsible to the City Council for the administration of all City affairs placed in his/her charge by or under this Charter. He/she shall have the following powers and duties:

(1) Shall appoint and, when he/she deems it in the best interest of the City, suspend, reassign, or terminate any City department directors provided for by or under this Charter, except as otherwise provided by law, this Charter or personnel rules

adopted pursuant to this Charter. Department directors shall have the power to appoint, remove, or suspend all employees in their respective departments pursuant to policy as stated in Section 4.01(B), Directors of Departments;

(2) Shall direct and supervise the administration of all departments, offices, and agencies of the City, except as otherwise provided by this Charter or by law;

(3) Shall attend all City Council meetings and shall have the right to take part in discussion but may not vote;

(4) Shall see that all laws, provisions of this Charter and acts of this Council, subject to enforcement by the City Manager or by officers' subject to City Manager's direction and supervision, are faithfully executed;

(5) Shall prepare and submit the annual budget and capital program to the City Council;

(6) Shall submit to the City Council and make available to the public a complete report on the finances and administrative activities of the City as of the end of each fiscal year;

(7) Shall make such other reports as the City Council may require concerning the operations of City departments, offices and agencies subject to his/her direction and supervision;

(8) Shall keep the City Council fully advised as to the financial condition and future needs of the City and make such recommendations to the City Council concerning the affairs of the City as he/she deems desirable, and

(9) Shall perform such other duties as are specified in this Charter or may be required by the City Council.

## ARTICLE IV
## ADMINISTRATIVE DEPARTMENTS

### Section 4.01 General Provisions

(A) Creation of Departments

The Council may by ordinance establish City departments, offices or agencies in addition to those created by this Charter and may prescribe the functions of all departments, offices and agencies. No function assigned by this Charter to a particular department, office or agency may be discontinued or assigned to any other, except as otherwise provided by law or this Charter.

(B) Director of Departments

Department directors shall have supervisory responsibility over their respective departments and be subject to Section 3.05(1) and (2) and any other applicable provisions contained in this Charter.

### Section 4.02 City Attorney

The chief legal counsel for the City of Laredo shall be the City Attorney. In representation of the City, the City Attorney shall advise the Council, the City Manager and all city departments in matters legal. The City Attorney shall also represent the City in legal proceedings and shall perform such other duties as may be prescribed by this charter or by ordinance.

The City Manager appoints the City Attorney subject to the confirmation by the affirmative vote of no less than five Council Members. The City Attorney shall serve until removed upon the recommendation of the City Manager and the affirmative vote of no less than five Council Members.

## ARTICLE V
## MUNICIPAL COURT

### Section 5.01 Municipal Court

There shall be a court known as The Municipal Court of the City of Laredo with such jurisdiction, powers, and duties as are given and/or prescribed by the laws of the State of Texas.

### Section 5.02 Judge of the Municipal Court

The Judge of the Municipal Court shall preside over and administer the operation of the Municipal Court. The Judge shall be an attorney, licensed to practice in the courts in the State of Texas and shall reside within the city limits. The Judge shall be elected in the City at large. No person shall be elected as a Judge for more than two terms. The vacating of office by the Municipal Court judge, by resignation or otherwise, shall constitute a full term irrespective of the length of time served for a four-year term with a limit of two elected four year terms in addition to any time served through appointment or election to an unexpired term. A judge shall not engage in the private practice of law. Notwithstanding this prohibition, a judge may act pro se and may, without compensation, give legal advice to and draft or review documents for a member of the judge's immediate family. The Judge of the Municipal Court shall receive such salary as shall be fixed by ordinance.

The Associate Municipal Judges shall be licensed to practice in the courts of the State of Texas. The Municipal Court Judge shall recommend one Associate Municipal Court Judge and the City Manager shall recommend one Associate Municipal Court Judge, and both must be confirmed by the affirmative vote of no less than five Council Members.

### Section 5.03 Clerk of the Municipal Court

There shall be a Clerk of the Municipal Court who shall be nominated by the City Manager and then confirmed by the affirmative vote of no less than five Council Members, and who shall serve at the pleasure of the Council. The status of the Clerk of the Municipal Court shall be that of a department director. The clerk shall have the power to administer oaths and affidavits, make certificates, affix the seal of the court thereto, and otherwise perform any and all acts necessary in issuing process of such court and conducting the business thereof.

There shall be such Deputy Clerks of the Municipal Court as may be authorized by the Council, who shall have authority to act for and on behalf of the Clerk of the Municipal Court and who shall be appointed by the Clerk of the Municipal Court.

## ARTICLE VI
## FINANCIAL PROCEDURES

### Section 6.01 Fiscal Year

The City shall operate on a fiscal year commencing on the first of October and ending on the last day of September.

### Section 6.02 Submission of Budget

At least sixty (60) days before the end of the fiscal year, the City Manager shall present to the Council a budget for the ensuing fiscal year with an accompanying budget message.

### Section 6.03 Budget Message

The City Manager's message shall explain the budget in fiscal terms and in terms of work programs and capital programs. It shall outline the proposed financial policies embodied in the budget of the City for the ensuing fiscal year. The message shall describe the important features of the budget and indicate any major changes from the current year in financial policies, expenditures, and revenues together with the reasons for such changes. It shall include a summary of the City's debt position and major policies and changes in this area. The City Manager may include any other items deemed necessary.

### Section 6.04 Budget

The budget shall provide a complete financial plan of all city funds and activities for the ensuing fiscal year and, except as required by law or this charter, shall be in such form as the City Manager deems desirable or the Council may require. The budget shall begin with a clear general summary of its contents; shall show in detail all estimated income indicating the proposed property tax levy, with estimated collectible and uncollectible amounts, and all proposed expenditures, including debt service, for the ensuing fiscal year; and shall be so arranged as to show comparative figures for actual and estimated income and expenditures of the current fiscal year and actual income and expenditures of the preceding fiscal year.

It shall indicate in separate sections:

(1) The proposed goals and objectives and expenditures for current operations during the ensuing fiscal year, detailed for each fund by organization unit, and program, purpose or activity, and the method of financing such expenditures;

(2) Proposed capital expenditures during the ensuing fiscal year, detailed for each fund by organization unit when practicable and the proposed method of financing each such capital expenditure;

(3) The anticipated income and expense and profit and loss for the ensuing year for each utility or other enterprise fund operated by the City;

(4) The bonded debt and other indebtedness of the city showing the debt redemption and interest requirements, the debt authorized and unissued, the condition of the sinking funds and the borrowing capacity of the City. If at any time the General Fund balance falls below 15% of appropriated funds, staff will develop a plan, approved by the City Council, to be implemented during the ensuing fiscal year to restore the fund balance to 15%.

(5) No funds, tax proceeds, or appropriations will be set aside specifically for any non-city government function, activity, department, agency or firm unless such entities have entered into a contract, agreement, engagement or study with the City, and such contract, agreement, engagement or study is included in the budget as finally approved and adopted by the Council.

(6) Excess carry over funds from a prior fiscal year may be appropriated in the ensuing fiscal year for one time appropriations only. Such funds shall not be used for recurring annual operating costs. For any fund, the total of proposed expenditures shall not exceed the total of estimated income plus carried forward fund balance, exclusive of reserves.

**Section 6.05 Capital Program**

(A) Submission to Council

The City Manager shall prepare and submit a five-year capital program at least 60 days before the end of the fiscal year.

(B) Contents:

The capital program shall include:

(1) A clear general summary of its contents;

(2) A list of all capital improvements which are proposed to be undertaken during the five fiscal years next ensuing with appropriate supporting information as to the necessity for such improvements;

(3) Cost estimates, method of financing and recommended time schedules for each such improvement; and

(4) The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.

The above information may be revised and extended each year with regard to capital improvements still pending or in process of construction or acquisition.

(C) Exception to Capital Program

The cost of utility expansion must be made by those requesting expansion and the City Council will not obligate any citizen by adjusting the utility rate to defray cost.

**Section 6.06 Council Action on Budget and Capital Improvement Projects**

(A) Notice of Hearing

The Council shall publish on five separate days in a newspaper of general circulation in the City, a notice of the general summary of the budget and capital improvements projects. The notice must state:

(1) The times and places where copies of the budget and capital improvements projects are available for inspection by the public; and

(2) The time and place, not less than fourteen (14) calendar days after such publication, for a public hearing on the budget. The Council shall hold at least one public hearing during the period of its consideration.

(B) Amendment Before Adoption

After the public hearing the Council may adopt the budget with or without amendment. In amending the budget, it may add or increase programs or amounts and may delete or decrease any programs or amounts, except expenditures required by law or for debt service or for estimated cash deficit, provided that no amendment to the budget shall increase the authorized expenditures to an amount greater than the total of estimated income, nor appropriations be made in the budget to pay expenditures of a previous fiscal year.

(C) Adoption

The Council shall adopt the budget on or before the last day of the month of the fiscal year currently ending. If the City Council fails to adopt a budget by this date, the budget of the previous year shall be deemed to be adopted. Adoption of the budget shall constitute appropriations of the amounts specified therein as expenditures from the funds indicated and shall constitute a levy of the property tax therein proposed.

In accepting the budget, the Council shall complete drafts of the proposed budget ordinance, including an appropriation ordinance and such other ordinances as may be required to finance the budget. The City Council, by resolution, shall adopt the capital improvements projects with or without amendment after the public hearing and on or before the last day of the current fiscal year.

**Section 6.07 Amendments After Adoption**

(1) Supplemental Appropriations

If during the fiscal year the City Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the Council by ordinance may make

supplemental appropriations for the year, up to the amount of such excess. The appropriations shall only be made after a public hearing establishes a need for such supplemental appropriations.

(2) Emergency Appropriations

To meet a public emergency affecting life, health, property or the public peace, the Council may make emergency appropriations. To the extent that there are no available unappropriated revenues to meet such appropriations, the Council may by such emergency ordinance authorize the issuance of emergency notes which may be renewed from time to time but the emergency notes and renewals thereof of any such year shall mature and be payable not later than the last day of the fiscal year.

(3) Reduction of Appropriations

If at any time during the fiscal year it appears that the revenues available will be insufficient to meet the amount appropriated, the City Manager shall report to the Council without delay, indicating the estimated amount of the deficit, any remedial action taken and recommendations as to any other steps to be taken. The Council shall then take such further action as it deems necessary to prevent or minimize any deficit and for that purpose it may by ordinance reduce one or more appropriations.

(4) Transfer of Appropriations

At any time during the fiscal year the City Manager may transfer part or all of the unencumbered appropriation balance among programs within a department, office, or agency and, upon written request by the City Manager, the Council may, by ordinance, transfer part or all of any unencumbered appropriation balance from one department, office or agency to another.

**Section 6.08 Lapse of Appropriations**

Every appropriation, except an appropriation for a capital expenditure, shall lapse at the close of the fiscal year to the extent that it has not been expended or encumbered. An appropriation for a capital project shall continue in force until the purpose for which it was made has been accomplished or abandoned; the purpose of any such appropriations shall be deemed abandoned if five (5) years pass without disbursement from or encumbrance of the appropriation.

**Section 6.09 Administration of Budget**

(A) Work Programs and Allocations

At such time as the City Manager shall specify, each department, office or agency shall submit work programs for the ensuing fiscal year showing the requested funds, categorized by line items, for the fiscal year. The City Manager shall review and authorize such funds with or without revision as early as possible in the fiscal year. The City Manager may revise such funds during the year and if deemed desirable shall revise them to accord with any supplemental, emergency, reduced or transferred appropriations made pursuant to Section 6.07.

**Section 6.10 Financial Reports**

The Manager shall, within thirty (30) days, after the close of each quarter of the City's fiscal year, present to the Council, and make available to the public, unaudited financial statements indicating the financial condition of the City. These statements shall include a Combined Balance Sheet of all funds, an Analysis of Change in Fund Balance, a Statement of Revenue (Actual and Estimated), a Statement of Expenditures and Encumbrances compared with the authorizations. An analysis of the Debt Service Funds and the General Long Term Debt Group Accounts shall also be provided quarterly, showing the debt authorized, issued and unissued, the condition of the sinking funds and the borrowing capacity of the City.

**Section 6.11 Independent Audit**

Within thirty (30) days after the close of the fiscal year, the Council shall obtain an independent audit, by a certified public accountant firm, of all City Funds, Block Grants, and any other accounts associated with the City Funds for the preceding fiscal year. As an integral part of the audit, a compliance audit of all major grants shall be provided. Upon completion of the audit, the results thereof shall be reported in writing to the Council as soon as reasonably possible following the close of the fiscal year, and said report shall be public record. The results of this audit shall be published within thirty (30) days after completion. The Council shall, by request for qualifications, designate such accountant or firm annually or for a period of two (2) years, with an option to renew annually for a period not to exceed four years. The auditing firm selected shall have no personal interest, either direct or indirect with the City government, its management or personnel. The firm must be recognized as independent and void of any circumstances which reasonable people might believe to likely influence independence. To protect the integrity of the audit, the Council is prohibited to engage the same firm to perform any other kind of service whatsoever during the period of their audit engagement.

**Section 6.12 Borrowing**

The Council shall have the power, except as prohibited by law, to borrow money by whatever method it may deem to be in the public interest.

The total overall outstanding debt shall be limited to 10% of the total assessed valuation of the City.

**Section 6.13 Bonds**

(A) General Obligation Bonds

The City shall have the power to borrow money on the credit of the City and to issue general obligation bonds for the acquisition of property for permanent public improvements or for any other public purpose not now or hereafter prohibited by the Constitution and laws of the State of Texas. Except for the refunding of bonds previously issued, any proposition to borrow money and to issue such bonds shall first be approved by a majority of the voters at an election called for the purpose of authorizing the issuance of such indebtedness. The ordinance calling such election and the manner of conducting the election shall conform in all respects to the general laws of the

State of Texas. A proposed issuance of a bond for any capital improvement projects valued at over 10% of the comprehensive budget, excluding enterprise funds, shall be approved by voters through ballot referendum.

It shall be the duty of the Council to levy an annual tax sufficient to pay the interest on and provide the necessary sinking fund required by law on all outstanding general obligation bonds of the City. The interest and sinking fund shall be deposited in a separate account and shall not be diverted to or used for any other purpose than to pay the interest and principal on such bonds or for investment in such securities as may be provided by law. The sinking fund maintained for the redemption of any debt may be invested in any interest bearing bonds of the United States government and State of Texas or in any other securities not prohibited by the laws of the State of Texas. These funds may not be pledged as security or collateral for borrowing by the City.

(B) Revenue Bonds

The City shall have the power to borrow money for the purpose of constructing, purchasing, improving, extending or repairing of public utilities, recreational facilities or facilities for any other self-liquidating municipal function not now or hereafter prohibited by any general law of the State and to issue revenue bonds to evidence the obligation created thereby. Such bonds shall be a charge upon and payable solely from the properties, or interest therein, acquired and to the income therefrom, and shall never be a debt of the City. The Council shall have authority to provide for the terms and form of the purchase agreement, contract, mortgage, bond or document desired or necessary for the issuance of revenue bonds and the acquisition and operation of any such property or interest.

(C) Certificates of Obligation

The City Council is hereby authorized to issue Certificates of Obligation in accordance with the laws of the State of Texas.

(D) Sale of Bonds

Before bonds are sold they shall be submitted to and approved by the Attorney General of Texas in the manner and with the effect provided by the laws of the State of Texas.

(E) Bonds Incontestable

All bonds of the City having been issued and sold and having been delivered to the purchaser thereof, shall thereafter be incontestable and all bonds issued to refund in exchange for outstanding bonds previously issued shall and after said exchange be incontestable.

**Section 6.14 City Depository**

The City shall designate a primary bank to provide depository and specified banking services. The designation of such bank shall be made through a depository contract. A Request for Proposal for such contract shall clearly state the services that the City is requesting and the award of the contract shall be based on the lowest proposed cost for those services, or lowest

compensating balance, or combination of both as is determined to be in the best interest of the City. The depository contract shall not exceed a period of five years.

The City Manager shall deposit all public funds in excess of the amount provided as a compensating balance on deposit. If a compensating balance is a term of the depository contract, funds in excess of that amount shall be available for investments authorized under the investment laws of the State of Texas.

The designation of a primary depository bank shall not restrict the City from entering into depository contracts with other financial institutions for the purposes of investing and/or receiving services not provided by the depository bank.

The City Manager shall comply with the terms of the depository agreement and such official shall not be liable for the loss of any money of said City so deposited by reason of any failure or suspension of such bank.

## ARTICLE VII
## TAXATION

### Section 7.01 Department of Taxation

There shall be a Department of Taxation, the head of which shall be the City Tax Assessor and Collector, who shall be appointed by the City Manager, and who shall either be solely responsible, or who shall have the authority to contract out with another entity, for the assessment and collection of all taxes levied by the City of Laredo.

### Section 7.02 Powers of Taxation

The City shall have the power to levy, assess and collect taxes in an amount and of every character and type not prohibited by the Constitution and laws of the State of Texas for any municipal purposes. The power and authority thus conferred upon the City Council shall not be restricted or limited by any other provisions of this Charter.

### Section 7.03 Tax Payments

All taxes due the City of Laredo shall be payable at the office of the City Tax Assessor and Collector, or at one or more other authorized locations throughout the City, and may be paid any time after assessments have been made final by the Council.

Taxes shall become due on October 1st of the year of levy and shall be paid by the following January 31st. Taxes for the current year not paid by April 30th of the year following the year of levy and all taxes for each year thereafter not paid by January 31st following the year of levy shall be subject to penalty in accordance with State Law. There shall be no extension of time for payment of taxes, nor remission, discount, or compromise of any tax, penalty and interest legally due to the City. The City Council, however, may provide a discount for early payment.

### Section 7.04 Tax Liens and Liability

All property, real, personal and mixed, situated in the City of Laredo in the first day of January of each year shall be charged with a lien in favor of the City for the taxes due thereon. All issues of liability, priority of liens, foreclosure and collection of same shall be in accordance with the Texas Tax Code.

### Section 7.05 No Separate Assessments

The City Tax Assessor and Collector shall not be required to make separate assessments of joint or conflicting interest in any real estate.

### Section 7.06 Arrears of Taxes; Offset to Debt Against City

No money shall be paid by the City upon any claim, debt, demand or account whatsoever, to any person, firm or corporation who is in arrears to the City of Laredo for taxes; and the City shall be entitled to counter-claim and offset against any such debt, claim, demand or account in the amount of

taxes so in arrears, and no assignment or transfer of such debt, claim, demand or account after the said taxes are due, shall affect the right of the City to so offset the said taxes against the same.

## ARTICLE VIII
## FRANCHISES, PUBLIC UTILITIES, & MUNICIPAL OWNED ENTERPRISES

**Section 8.01 Inalienability of Public Property**

The right of use of the public streets, highways, byways, sidewalks, alleys, parks, public squares, public places, and other public facilities of the City is hereby declared to be inalienable by the City, except by ordinances not in conflict with the provisions of this Charter. No act or omission by the Council or any officer or agent of the City shall be construed to grant, renew, extend, or amend by estoppel or indirection any right, franchises or easement affecting said public streets, highways, byways, sidewalks, alleys, parks, public squares, public places, other public facilities and other real property.

**Section 8.02 Power to Grant Franchise**

The Council shall have the power by ordinance to grant, renew, and extend all franchises of all public utilities of every character operating within the City, and, with consent of the franchise holder to amend the same. No franchise shall be granted for an indeterminate term, and no franchise shall be granted for a term of more than twenty-five years.

**Section 8.03 Ordinance Granting Franchise**

Every ordinance granting, renewing, extending, or amending a public utility franchise shall be read at three (3) regular meetings of the Council, and shall not be finally acted upon until thirty (30) days after the first readings thereof.

Within five (5) days following each of the three (3) readings of the ordinance, the full text thereof shall be published one time in some newspaper of general circulation of the City, and the expense of such publication shall be borne by the prospective franchise holder. No such ordinance shall become effective until the expiration of sixty (60) days following the date of its final adoption.

**Section 8.04 Transfer of Franchise**

No franchise shall be transferred by the holder thereof by ordinance.

**Section 8.05 Regulation of Franchise**

Every grant, renewal, extension, or amendment of a franchise, or not provided in the granting ordinance is subject to the right of the Council to:

(1) forfeit the franchise at any time for failure of the franchisee to comply with the terms of the franchise, after a due process hearing;

(2) impose reasonable regulations to insure safe, efficient and continuous service to the public;

(3) require such expansion and extension of plants and facilities as are necessary to provide adequate service to the public;

(4) require every franchisee to furnish to the City, without cost to the City, full information regarding the location, character, extent and condition of all facilities of such franchisee in, over and under the streets, alleys, and other public property of the City; and to regulate and control the location, relocation, and removal of such facilities;

(5) collect from every franchisee operating in the City its fair and just proportion of the expense of excavating, grading, paving, repaving, constructing draining, repairing, maintaining, lighting, sweeping, and sprinkling such portions of the alleys, bridges, culverts, viaducts, and other public places and ways of the City as may be occupied or used in whole or in part by such franchisee; or to compel such franchisee to perform, at its own expense, its just share of such excavating grading, paving, repaving, constructing, draining, repairing, maintaining, lighting, sweeping and sprinkling;

(6) require every franchisee to allow other franchisees to the use of its tracks, poles, wires, pipes or other facilities, including bridges and viaducts, whenever the Council, after notice and hearing, finds such use to be in the public interest; provided Council shall fix reasonable rental to be paid to the owner of the franchise of the facility for such use.

(7) (a) prescribe the form of accounts kept by every franchisee;
(b) examine and audit at any time the accounts and records of any franchisee;
(c) require reports in such form and frequency as prescribed by Council.

(8) require and collect any compensation; as allowed by law; and

(9) require such franchisees who request an increase in rates, charges or fares, to reimburse the City for reasonable expenses incurred in employing rate consultants to conduct investigations, present evidence and advise the Council on such requested increase.

**Section 8.06 Water, Gas, Electricity, and Other Essential Services**

The City may provide its inhabitants with water, gas, electricity and other essential services as may be determined by the Council. The Council shall have the power to construct or purchase facilities to provide these services and to regulate and prescribe the rates and terms for such services. The City may contract with public or private companies to provide the city and its inhabitants with water, gas, electricity, and other essential services. The Council shall have the power to regulate and prescribe the rates and terms for these services.

**Section 8.07 Accounts of Municipally Owned Utilities and Enterprises**

Accounts shall be kept for each utility owned or operated by the City in such manner as to show the true and complete financial results of such City ownership and operation, including all assets

appropriately subdivided into different classes, allliabilities subdivided by class, depreciation reserve, other reserves and surplus; also revenues, operating expense including depreciation, interest payments, rental and other distribution of annual income. The accounts shall show the actual capital cost to the City of each public utility owned, also the cost of all extensions, additions and improvements and the source of the funds expended for such capital purposes. Accounting records shall show the cost of any service furnished to or rendered by any such utility or enterprise to any other City or governmental department. The City Council shall annually cause to be made and published a report showing the financial results of such City ownership and operation giving the information specified in this section and such additional data as the City Council shall deem expedient.

## ARTICLE IX
## PLANNING AND ZONING

### Section 9.01 Planning and Zoning Director

There shall be a Planning and Zoning Department headed by a director who shall be appointed and removed by the City Manager with approval of the City Council. The responsibilities of the planning director include:

(1) advising the City Manager on any matter affecting the physical development of the City;

(2) formulating and making recommendations to the City Manager for a comprehensive plan;

(3) reviewing and making recommendations regarding proposed Council action implementing the comprehensive plan pursuant to established planning procedure;

(4) participating in the preparation and revision of the capital improvement program;

(5) advising the City Planning and Zoning Commission in the exercise of its responsibilities and to provide necessary staff assistance.

### Section 9.02 City Planning and Zoning Commission

There shall be a City Planning and Zoning Commission consisting of nine members nominated by the Mayor and Council who shall serve at the pleasure of the City Council and appointed by a majority of a quorum of the City Council, but in no event by less than the affirmative vote of four Council Members. The Mayor and Council Members shall nominate one member each from among the qualified voters of the City for the term of the officeholder who made the nomination. Upon vacancy, subsequent nomination shall be by the Major or Council Members of the respective district corresponding to the original appointment. Members of the Commission shall hold no other City office, employment, or appointment. The Commission shall make recommendations to the City Manager and the City Council on all matters affecting the physical development of the City, shall be consulted on the creation and implementation of the comprehensive plan, and shall exercise all other responsibilities as may be provided by law. Reasons for forfeiture of office by a commissioner shall include failure to attend three consecutive meetings without being excused by the Commission.

### Section 9.03 Comprehensive Plan

(A) Content

The Council shall adopt, and shall review or modify each year before the adoption of the budget, a comprehensive plan to govern the future physical development of the City. The requirements and contents of the comprehensive plan shall be specified by ordinance.

(B) Adoption

The City Manager shall submit the proposed comprehensive plan or proposed modification of the existing plan. The Council shall refer such proposal to the City Planning and Zoning Commission which shall within a time specified by the Council, report its recommendations thereon. After receipt of the recommendations of the Commission, the Council shall hold a public hearing on the proposed comprehensive plan or modification thereof and shall thereafter adopt it by resolution with or without amendment.

(C) Effects

The comprehensive plan shall serve as a guide to all future Council action concerning land use and development regulations, urban renewal programs and expenditures for capital improvements.

**Section 9.04 Implementation of the Comprehensive Plan**

(A) Land Use and Development Regulations

By ordinance, the Council may adopt land use and development regulations, including but not limited to an official land use map and zoning and subdivision regulations.

(B) Urban Renewal

The Council may, by ordinance, provide for redevelopment, rehabilitation, conservation and renewal programs for:

(1) the alleviation or prevention of slums, obsolescence, blight, or other deleterious conditions, and

(2) the achievement of the most appropriate use of land and environmental protection.

(C) Council Action

Before acting on any proposed ordinance concerning land use and development, where such ordinance refers to a matter covered by the comprehensive plan, the Council shall refer the proposal to the Planning and Zoning Commission, which shall within a time specified by the Council and prior to the public hearing on the proposed ordinance report its recommendations thereon. Prior to adopting any such ordinance, the Council shall report on the relationship between the ordinance and the comprehensive plan. In the event that the ordinance is adopted and does not accord with the comprehensive plan, the plan shall be deemed to be amended in accordance with the ordinance.

**Section 9.05 Board of Adjustment**

The Council shall appoint a Board of Adjustment and shall provide standards and

procedures for such board to hear and determine those matters specified in accordance with state law. The Mayor and each member of the City Council shall nominate one member of the Board, subject to confirmation by the affirmative vote of at least five Council Members or four Council Members and the Mayor. The term of office will be the same as the term of the officeholder who made the nomination. Vacancies shall be filled by the same nomination and confirmation process.

## ARTICLE X
## NOMINATIONS AND ELECTIONS

**Section 10.01 City Elections**

(A) Regular Elections

The regular City election shall be held on a date determined by City Ordinance in compliance with the Texas Election Code and the Texas Constitution.

(B) Qualified Voters

All citizens qualified under the Constitution and Laws of the State of Texas to vote in a City election and who satisfy the requirements for voter registration prescribed by law shall be qualified voters of the City within the meaning of this Charter.

(C) Conduct of Elections

Except as otherwise provided by this Charter, the provisions of the general election laws of the State of Texas shall apply to elections held under this Charter. All elections provided for by the Charter shall be conducted by the election authorities established by law.

**Section 10.02 Nominations**

Any person filing for office shall file an application with the City Secretary in accordance with the Texas Election Code. Each candidate's application for a place on the ballot must be accompanied by a nonrefundable filing fee in an amount to be determined by ordinance, or, in lieu of the payment of a filing fee, a petition signed by a certain percentage in an amount to be determined by ordinance of the total votes received in the last general election by all candidates for the office sought.

**Section 10.03 Ballots**

The ballot shall be prepared in accordance with the Texas Election Code. Candidates shall draw for position on the ballot in accordance with the Texas Election Code.

**Section 10.4 Determination of Election Results**

(A) Majority

A majority vote for any office is that number of votes which is a majority of the total number of valid ballots cast for the office concerned. Any candidate who receives a majority vote shall be declared elected. If none of the candidates for any particular office receives a majority vote none of such candidates shall be declared elected.

(B) Runoff Election

If under the foregoing provisions of this section one or more offices remain unfilled after the election, a runoff election shall be held according to the current Texas Election Code to fill them. The names (in each case) shall be those of the two candidates polling the greatest numbers

of votes in the initial election.

**Section 10.05 Ballots for Ordinances and Charter Amendments**

An ordinance or Charter amendment to be voted on by the voters of the City shall be presented for voting by ballot title. The ballot title of a measure may differ from its legal title and shall be a clear, concise statement describing the substance of the measure without argument or prejudice. Below the ballot title shall appear the following question: "Shall the above described (ordinance) (amendment) be adopted?" Immediately below such question shall appear in the following order, the words "yes" and "no" and to the left of each a square in which by making a cross (X) the voter casts his vote.

**Section 10.06 Council Districts; Adjustment of Districts**

(A) Number of Districts

There shall be eight (8) City Council districts.

(B) Redistricting Commission

The Council shall appoint sixteen (16) registered City voters who shall comprise the Redistricting Commission. The Commissioners shall not be employed by the City in any capacity. Each Council member will appoint two (2) commissioners.

(C) Report; Specifications

By the first day of January after every Federal census, or as soon as feasible, after release of certifiable population figures by the federal census the Redistricting Commission shall file a report with the City Secretary containing a recommended plan for adjustment of the Council district boundaries to comply with these specifications: (1) each district shall be formed of compact, contiguous territory, as nearly rectangular as possible, and its boundary lines shall follow the center lines of streets; (2) each district shall contain as nearly as possible the same number of people but districts shall not differ in population by more than ten (10) percent of the population in the smallest districts created.

The report shall include a map and description of the districts recommended and shall be drafted as a proposed ordinance. Once filed with the City Secretary the report shall be introduced as an ordinance by a Council member.

(D) Procedure

The procedure for the Council's consideration of the report shall be the same as for other ordinances, provided that if a summary of the ordinances is published pursuant to Section 2.09, it must include both the map and the description of the recommended districts.

(E) Failure to Enact Redistricting Ordinances

The Council shall adopt the ordinance no more than 90 days from the date of its introduction.

If not adopted by the City Council by the 91st day, the report of the Redistricting Commission shall be deemed to have been adopted.

(F) Enactment

The new Council districts and boundaries, as of the 181st day after adoption of the redistricting ordinance, shall supersede previous Council district boundaries for all purposes of the next regular City election. The new districts and boundaries shall supersede previous districts and boundaries for all other purposes as of the date on which all Council members elected at that regular City election take office.

(G) Incumbent Options on Redistricting Changes

The redistricting changes affect the boundaries of the district that a particular Council member represents, as follows:

(1) A council member serving a first term of office who is eligible for re-election may:
    (a) choose to finish out the term the Council member was elected to; or
    (b) choose to run for election in the new district that the Council member resides in.

The end result would mean that the Council member will have served the City for two terms and a total of six years. The original council district will now have a two-year unexpired term open for another candidate to seek election to.

(2) A council member completing a final (second) term of office may:
    (a) choose to finish out the term the Council member was elected to represent in the original district; or
    (b) choose not to represent the district and thus a two-year unexpired term is left vacant for election.

## ARTICLE XI
## INITIATIVE, REFERENDUM, AND RECALL

### Section 11.01 Recall Provisions

Any elected official may be removed from office by recall. A petition stating the specific grounds on which removal is sought shall be signed by the registered voters equal in number to ten (10%) percent of the registered voters in the City or District election to which the elected official was elected to office and shall be filed with the City Secretary by any registered voter who is eligible to vote in the proposed recall election. The recall petition shall have a time limit of six (6) months from the earliest date of any signature on the petition to the date of its filing with the City Secretary. Furthermore, no recall petition shall be filed against an elected official within six months after taking office nor within six months of the end of the elected term. A person subjected to recall election and not removed may not be the subject of another recall election for six months.

### Section 11.02 Signatures to Petition

The signatures to any petitions need not all be appended to one petition and may be duplicated and assembled, but to each separate paper there shall be attached an affidavit of the person circulating the petition and such paper shall be invalid without such affidavit. Each signer of any petition paper shall, after his/her signature, show the place of residence by street and number, voter registration certificate number, and the date that the signature was affixed on the petition. The affidavit attached to each petition or duplicate shall be as follows:

State of Texas County
of Webb

_____, being duly sworn, deposes and says that he/she personally circulated the foregoing paper, that all the signatures affixed thereto were made in his/her presence, and that he/she believes them to be the genuine signatures of the persons whose names they purport to be.
Signed _____
Subscribed and sworn to before me this day of_____, 20__.

_____
Notary Public
State of Texas

### Section 11.03 Filing, Examination, and Certification of Recall Petition

All petition papers comprising a recall petition shall be assembled and filed with the City Secretary as one instrument. Within twenty (20) days after filing, the City Secretary shall determine whether each paper of the recall petition is properly attested and whether the petition is signed by the requisite number of registered voters. Upon completing the examination, the City Secretary shall certify the results to the Council. If the recall petition is deemed to lack the required number of verified registered voters, the City Secretary shall set forth in detail the particulars in which it is defective; provided, however that except as to the particulars certified to be defective, the petition shall be deemed to be valid in all other respects.

**Section 11.04 Amendment of Petitions**

Exclusive of the six (6) month time limit stated in Section 11.01, a recall petition may be amended only once within twenty (20) days after certification of insufficiency by the City Secretary, by filing a supplementary petition upon additional papers signed and filed as provided in case of an original petition. The City Secretary shall, within ten (10) days after the supplement is filed, examine the supplementary petition and, if the amended petition is then found to be insufficient, the City Secretary shall file his certificate to that effect and notify the person filing the same and no further action shall be taken on such insufficient petition. The findings of the insufficiency of a petition shall not prevent the filing of a new petition for this same purpose.

**Section 11.05 Recall Election Ordered**

If a recall petition, is certified by the City Secretary to be sufficient, he shall at once submit it to the Council and notify the person whose removal is sought of such action. The Council shall order a recall election which shall be held at the next allowable election date under the Texas Election Code but, in no event, less than thirty (30) days after the petition has been certified. Resignation prior to the recall election shall cancel the election.

**Section 11.06 Ballots in Recall Elections**

Ballots used in recall elections shall read as follows:

"Shall (name of person) be removed from the office of_____by recall?"
Below such question there shall be printed the following as to each person.

"For the removal of (name of person)."
"Against the removal of name of person)."

**Section 11.07 Result of Recall Election**

If a majority of the votes cast are against the recall of a person he/she shall continue in office for the remainder of his/her term, but shall remain subject to the recall provisions. If a majority of such votes are for the recall of a person he/she shall, regardless of any defect in the recall petition be deemed removed from office.

**Section 11.08 Limitation on Recall Petitions**

No recall petition shall be filed against a person within six months after taking office nor within six months of the end of the individual's term. A person subjected to recall election and not removed may not be the subject of another recall election for six months.

**Section 11.09 Power of Initiative**

The electors shall have the power to initiate any ordinance not in conflict with the Constitution or laws of the State of Texas or this Charter, and to adopt or reject the same at the polls.

**Section 11.10 Power of Referendum**

The electors shall have the power to approve or reject at the polls any ordinance passed by the Council. Ordinances submitted to the Council by initiative petition and passed by the Council shall be subject to the referendum in the same manner as other ordinances.

**Section 11.11 Form of Petition**

Any initiated ordinance or any ordinance subject to a referendum shall be submitted to the Council in a petition signed by qualified electors of the City equal in number to ten (10) percent of the electors qualified to vote at the time of the last regular municipal election. The petition shall be filed with the City Secretary and in the case of referendum, the petition must be filed within sixty (60) days after the enactment by the Council of any ordinance which is subject to a referendum.

The petition papers of an initiative, referendum, or recall shall be uniform in size and style. The initiative petition shall contain the full text of the proposed ordinance. The signatures need not all be attached to one page, but each separate page shall contain a statement that the signatory personally circulated the foregoing page (or paper), that all the signatures appended thereto were made in the signatory's presence and that the signatory believes them to be the signatures of the persons whose names they purport to be. Each signer to any petition shall sign in ink or indelible marker and shall indicate after their name their place of residence by street and number, and include the person's voter registration certificate number, and date of signature.

**Section 11.12 Filing, Examination and Certification of Petition**

All petition papers of an initiative or referendum shall be assembled and filed with the City Secretary as one document. Within twenty (20) days after a petition is filed, the City Secretary shall determine whether the petition contains the proper statement as per Section 11.11 above, and whether the petition has been signed by a sufficient number of qualified electors. The City Secretary shall reject as invalid or insufficient any petition which does not comply with the provisions of this Charter. The City Secretary shall certify the result of the examination to the Council at its next regular meeting. If the City Secretary certifies that the petition is insufficient or invalid, the particulars shall be set forth in the certificate. The person filing the petition shall be notified promptly of the City Secretary's findings.

**Section 11.13 Amendment of Petition**

A petition for an initiative or a referendum may be amended at any time within twenty (20) days after the notification of rejection or insufficiency has been sent by the City Secretary. Amendments are to be made by filing supplements and additional pages signed and filed as provided in the case of an original petition. The City Secretary shall, within ten (10) days after such amendment is filed, examine the amended petition and, if the petition is still insufficient, the City Secretary shall file a certificate to that effect and notify the person filing the amendment of the findings. No further action shall be taken on such petition. The findings of the insufficiency of a petition shall not prevent the filing of a new petition for the same purpose.

**Section 11.14 Ordinance Not Suspended by Referendum**

An initiative shall not go into effect until it is approved by the City Council. The certification of a referendum petition shall not suspend the ordinance to which it is addressed.

**Section 11.15 Consideration by Council**

(A) Initiative Petition

The Council shall immediately consider an initiative petition upon its receipt from the City Secretary. A proposed initiative ordinance shall be read and provision shall be made for a public hearing. The Council shall take final action on the ordinance no later than sixty (60) days after the date on which such ordinance was submitted to the Council by the City Secretary.

(B) Referred Ordinance

The Council shall reconsider a referred ordinance and shall, within thirty (30) days from the receipt of the petition for referendum from the City Secretary vote upon the question, "Shall the ordinance be repealed?"

**Section 11.16 Submission to the Electors**

If the Council does not pass an ordinance proposed by an initiative petition, or passes it in a form different from that set forth in the initiative petition, or if the Council does not repeal a referred ordinance, the proposed or referred ordinance shall be submitted to the electors at the next special or regular municipal election.

**Section 11.17 Form of Ballot for Initiated and Referred Ordinances**

Ordinances submitted to a vote of the electors in accordance with the initiative and referendum provisions of this Charter shall be submitted under a ballot title which shall contain a clear, concise statement, without argument, of the substance of such ordinance. The ballot used shall have below the ballot title the following proposition, one above the other, in the order indicated "FOR THE ORDINANCE" and "AGAINST THE ORDINANCE." Any number of ordinances may be voted on at the same election and may be submitted on the same ballot.

**Section 11.18 Results of Election**

If a majority of the electors voting on a proposed initiative ordinance shall vote in favor thereof, it shall thereupon be an ordinance of the City. A referred ordinance which is not approved by a majority of the electors voting thereon shall thereupon be deemed repealed. If conflicting ordinances are approved by the electors at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

**Section 11.19 Repealing Ordinances; Publication**

Initiative and referendum ordinances adopted or approved by the electors shall be published and may be amended or repealed by the Council, as in the case of other ordinances. No ordinance adopted by the Council in response to an initiative petition shall be amended or repealed by the Council within six (6) months of the adoption; and no ordinance repealed by the Council in response to a referendum petition shall be reenacted by the Council within six (6) months of the repeal.

## ARTICLE XII
## GENERAL PROVISIONS

### Section 12.01 Personal Financial Interest

(A) Every officer and employee of the City shall be held to the highest standards of conduct and ethics in the performance of their duties and responsibilities to the City; and they shall not engage in any conduct or activity that is in conflict with or that has the appearance of a conflict with their duties to City or its best interest. Conflicts with the interests of the City include, but are not limited to financial conflicts of interest, the misuse of confidential information, and the use of City property for other than City purposes.

(B) Any violation of this standard of conduct shall cause a forfeiture of office and/or employment with the City. Any contract entered into as a result of the violation of this standard of conduct or that violates this standard of conduct, is voidable.

### Section 12.02 Ethics Commission

The City Council shall, by ordinance, adopt a Code of Ethics, and establish an Ethics Commission to review and recommend standards of conduct not inconsistent with this Charter and with the Code of Ethics and to investigate all allegations of violations of the Code. The Ethics Commission shall consist of nine (9) members. The Mayor and each member of the City Council shall nominate one member of the Commission. Each nominee must be appointed by a majority of a quorum of the City Council, but in no event by less than the affirmative vote of four Council Members. The term of the commission member shall be for the term of the officeholder who made the nomination. Upon vacancy, subsequent nominations shall be by the mayor for mayoral appointments or the Council Member of the respective district corresponding to the original appointment.

### Section 12.03 Civil Service Commission

The City Council shall establish a Civil Service Commission, for employees of City other than its fire fighters and police officers, whose decision on matters brought before it shall be final. Furthermore, the functions, composition and power shall be determined by ordinance. The Commission shall consist of nine (9) members. The Mayor and each member of the City Council shall nominate one member of the Commission. Each nominee must be appointed by a majority of a quorum of the City Council, but in no event by less than the affirmative vote of four Council Members. The term of the commission member shall be for the term of the officeholder who made the nomination. Upon vacancy, subsequent nomination shall be by the Mayor for mayoral appointments or the Council Member of the respective district corresponding to the original appointment.

### Section 12.04 Nepotism

No person related within the second degree by affinity or within the third degree by consanguinity to the Mayor, any Council Member, any elected City official, City Manager, or any member of any City board or commission shall be appointed to any office, position, clerkship, or

other position with the City. This prohibition shall not apply, however to any person who shall have been continuously employed by the City for a period of two (2) years or more prior to the election of the Mayor, Council member, or elected official or to the appointment of the City Manager or member of a board or commission related to such appointee in the prohibited degree.

**Section 12.05 Oath of Office**

Every person elected or appointed to any office in the City shall, before assuming the duties of the office, take and subscribe to the oath of office and the denial of bribery statement prescribed by the State Constitution and law.

**Section 12.06 Prohibitions**

(A) Activities Prohibited

(1) No person shall be appointed to or removed from, or in any way favored or discriminated against with respect to any City position or appointive City administrative office because of race, gender, age, disability, political or religious opinions or affiliations.

(2) No person shall willfully make any false statement, certificate, mark, rating or report in regard to any test, certification or appointment under the personnel provisions of this Charter or the rules and regulations made thereunder, or in any manner commit or attempt to commit any fraud preventing the impartial execution of such provisions, rules and regulations.

(3) No person who seeks appointment or promotion with respect to any City position or appointive City administrative office shall directly or indirectly give, render or pay any money, service or other valuable thing to any person in connection with his/her test, appointment, proposed appointment, promotion or proposed promotion.

(4) No person, including city employees, shall knowingly or willfully solicit or assist in soliciting any assessment, subscription or contribution for any political party or political purpose to be used in conjunction with any city election from any city employee.

(5) No city employee shall knowingly or willfully make, solicit or receive any contribution to the campaign funds of any political party or committee to be used in a city election or to campaign funds to be used in support of or opposition to any candidate for election to city office or city ballot issue. With the exception of members of council and the mayor, no employee or officer of the city shall, in any way, participate in political activity of any nature while on duty, in uniform or using city resources except for that required by the employee election procedure for appointments of members of the Civil Service Commission. With the exception only of the City Manager, any Deputy City Manager, any Assistant City Manager, the City Secretary, all of the staff of the City Secretary, all other officers and employees of the City of Laredo may participate in political activity, provided that no coercion or retaliation concerning political activity shall be allowed. None of the following: the City Manager, any Deputy City Manager, any Assistant City Manager, the City Secretary, and all of the staff of the City Secretary, shall, at any time,

take part in any political activity on city related issues except to provide factual information at the direction of the City Manager, to express their own opinions privately, and to cast their votes.

(6) Any elected or appointed official or City employee who negligently or intentionally loses, damages, or injures records, documents or property of the City must reimburse the City for such losses.

(7) No payments shall be made or obligation incurred against any allotment or appropriation except in accordance with appropriations duly made and unless the City Manager or his designee first certifies that there is a sufficient unencumbered balance in such allotment or appropriation and that sufficient funds there from are or will be available to cover the claim or meet the obligation when it becomes due and payable.

(B) Penalties

The City Council shall enact such ordinance or ordinances as it deems necessary to enforce this section and prescribing a fine for any violation. Any person finally convicted of a violation of any such ordinance shall be ineligible for a period of five (5) years thereafter to hold any City office or position. If such person is an officer or employee of the City, they shall immediately forfeit the office or position.

**Section 12.07 Charter Amendment**

Amendments to this Charter may be framed and submitted to the voters of the City in the manner provided by Chapter 9 of the Local Government Code of Texas, as now or hereafter amended.

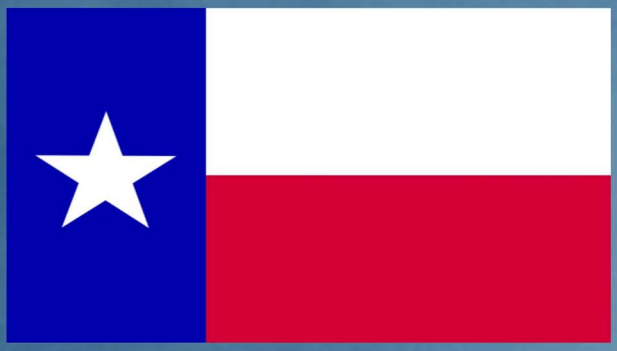
**Section 12.08 Separability**

If any provision of this Charter is held invalid, the other provisions of the Charter shall not be affected hereby. If the application of the Charter or any of its provisions to any person or circumstances is held invalid, the application of the Charter and its provisions to other persons or circumstances shall not be affected thereby.

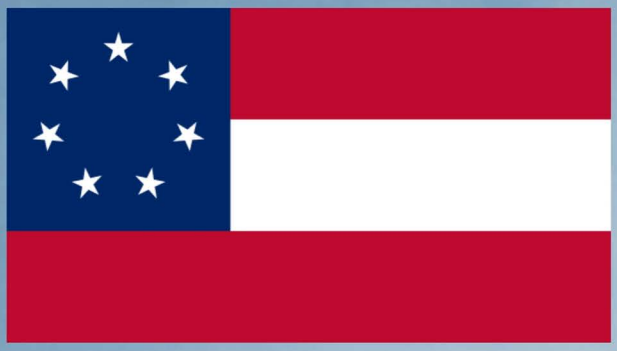
**Section 12.09 Charter Revision Commission**; **Charter Amendment**

At least every ten years, but not more often than every two years, the City Council shall appoint a City Charter Revision Commission to make recommendations to the City Council for amendment or amendments to said charter. The Commission shall consist of nine (9) members. The Mayor and each member of the City Council shall nominate one member of the Commission. The Mayor and each Council Member shall nominate one member of the Commission, subject to confirmation by the affirmative vote of at least five Council Members or four Council Members and the Mayor.

United States:
1845 - 1861 / 1865 - Present



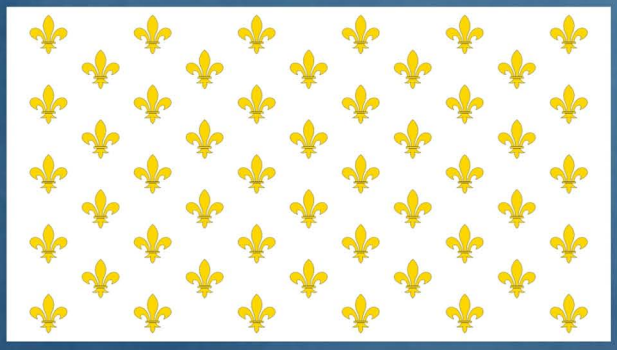
Republic: 1836 - 1845
State: 1845 - Present



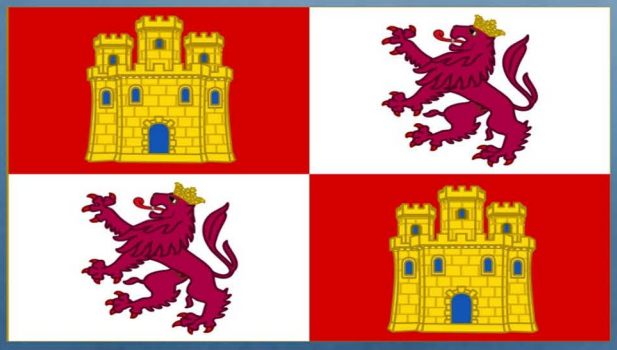
Confederate States
of America: 1861 - 1865

Republic of the Rio Grande:
January 17, 1840 - November 06, 1840

Mexico: 1821 - 1836



France: 1685 - 1690



Spain:
1519 - 1685 / 1690 - 1821

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, ORDERING AND PROCLAIMING A SPECIAL ELECTION TO RUN CONCURRENT WITH THE GENERAL ELECTION FOR THE SUBMISSION OF CHARTER AMENDMENTS TO BE HELD WITHIN THE CITY ON NOVEMBER 5, 2024; AND PROVIDING FOR SEVERABILITY, DESIGNATING POLLING PLACES, PUBLICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Laredo, Texas, has determined it appropriate to submit to the qualified voters of the City for their adoption or rejection thereof of proposed amendments to the existing City Charter of the City of Laredo, Texas, pursuant to Section 9.004(a) of the Texas Local Government Code; and

**WHEREAS,** Section 9.04(b) of the Texas Local Government Code requires that an ordinance be approved ordering said election to be held on the first authorized uniform election date prescribed by the Texas Election Code and establishing the procedure to be followed in said election; and

**WHEREAS,** Section 41.001 of the Texas Election Code establishes November 5, 2024, as a uniform election date to conduct an election; and

**WHEREAS,** on August 5, 2024, a public hearing was held presenting the Charter amendments proposed by the City Council at the special city council meeting on July 23, 2024, to be submitted to the voters on the next uniform election date to be held on November 5, 2024; and

**WHEREAS,** the City Council of the City of Laredo, Texas, hereby directs City staff to publish notice of the special City Charter Amendment Election in a newspaper of general circulation on the same day in each of two (2) successive weeks, the date of the first publication to be not less than fourteen (14) days prior to the date of the election on November 5, 2024, in compliance with Section 9.004(c) of the Texas Local Government Code.

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

**SECTION 1.** A City of Laredo City Charter Amendment Election is hereby ordered to be held with the General City Election scheduled on Tuesday, November 5, 2024, with the following propositions to be submitted to the qualified voters of the City:

**Proposition 1**

Shall the City Charter be amended to require Council Members to reside and be registered to vote in the district for which they file for candidacy for one hundred and eighty (180) days rather than ninety (90) days preceding the last day for filing of an application for candidacy; require the Mayor and Council Members to reside in the City and their respective districts throughout their term of office; have residence defined pursuant to the Texas Election Code Section 1.015; and allow for grammatical and punctuation corrections in Section 2.01?

**YES ( )**
**NO ( )**

**Proposition 2**

Shall the City Charter be amended to state that a person delayed taking the oath of office for longer than twelve (12) months due to an election contest is not deemed to have served a full term?

**YES ( )**
**NO ( )**

**Proposition 3**

Shall the City Charter be amended to provide that if the Mayor or Council Member held a City office or City employment immediately before their election as the Mayor or Council Member, then he or she may apply to return to his or her prior City office or City employment after the expiration of the term for which he or she was elected, with re-employment based on the needs of the City?

**YES ( )**
**NO ( )**

**Proposition 4**

Shall the City Charter be amended to provide that the Mayor or Council Member who is removed from office in any manner authorized by law, including recall or by forfeiture of office, shall be deemed to have served two full terms irrespective of the length of time served?

**YES ( )**
**NO ( )**

**Proposition 5**

Shall the City Charter be amended to allow the Mayor to vote in all cases and allow for punctuation and numbering corrections in Section 2.15?

**YES ( )**
**NO ( )**

**Proposition 6**

Shall the City Charter be amended to allow the Mayor to veto a vote at the same meeting or the next meeting, rather than the next two meetings, and allow for grammatical corrections in Section 2.15?

**YES ( )**
**NO ( )**

**Proposition 7**

Shall the City Charter be amended to require six votes to remove the City Secretary, rather than five votes, and allow for grammatical corrections in Section 2.16?

**YES ( )**
**NO ( )**

**Proposition 8**

Shall the City Charter be amended to require six votes to remove the Internal Auditor, rather than five votes?

**YES ( )**
**NO ( )**

**Proposition 9**

Shall the City Charter be amended to require six votes to remove the City Manager, rather than five votes?

**YES ( )**
**NO ( )**

**Proposition 10**

Shall the City Charter be amended to require six votes to remove the City Attorney rather than five votes?

**YES ( )**
**NO ( )**

## Proposition 11

Shall the City Charter be amended to increase the number of elected Municipal Court Judges from one (1) to two (2); require three (3) years of experience in the practice of law; and provide for qualifications, appointments, confirmation, and removal of Associate Municipal Court Judges?

**YES ( )**
**NO ( )**

## Proposition 12

Shall the City Charter be amended to require six votes of Council Members or six votes of members of the City Council (if the Mayor is allowed to vote by the approval of the Proposed Charter Amendment 5) to remove the Clerk of the Municipal Court?

**YES ( )**
**NO ( )**

## Proposition 13

Shall the City Charter be amended to require the recommendation of the City Manager and no less than five votes of members of the City Council to appoint and no less than six votes of members of the City Council (if the Mayor is allowed to by the approval of Proposed Charter Amendment 5) to remove the Planning and Zoning Director?

**YES ( )**
**NO ( )**

## Proposition 14

Shall the City Charter be amended to grant the City Council the authority to submit binding and nonbinding elections for proposed ordinances to the voters and allow for numbering corrections in Section 11.10?

**YES ( )**
**NO ( )**

## Proposition 15

Shall the City Charter nepotism article be amended to also prohibit persons related within the second degree by affinity or within the third degree of members of decision making boards and commissions to be appointed to any office, position, clerkship, or other position with the City; but reduce the amount of time continuously employed by the City from two (2) years to six (6) months for existing employees to be exempt from the nepotism prohibition, except for relations with members of the Ethics Commission and the Civil Service Commission?

**YES ( )**
**NO ( )**

**SECTION 2.** The City Manager and City Secretary, in consultation with the City Attorney, are hereby authorized and directed to take any additional action necessary to comply with provisions of the Texas Election Code or other state and federal statutes and constitutions in carrying out the conduct of the election, whether or not expressly authorized herein.

**SECTION 3.** Notice of the City Charter Amendment Election on November 5, 2024, shall be given by publishing a substantial copy of the proposed amendment, both in English and in Spanish, in a newspaper of general circulation on the same day in each of two successive weeks, with the first publication occurring before the 14th date of the election; and a substantial copy of this Ordinance, both in English and in Spanish, shall be posted at designated public places in the City of Laredo and also at City Hall, not less than 21 days prior to Election Day.

**SECTION 4.** The City Charter Amendment Election on November 5, 2024, shall be held and conducted in accordance with the provisions of the Texas Election Code and Texas Government Code, as amended, and as may be required by any other law. The official ballots for the City Charter Amendment Election shall be prepared in accordance with the Texas Election Code. All election materials and proceedings shall be printed in both English and Spanish.

**SECTION 5.** If any provision of this Ordinance, or its application to any person or circumstance, shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid. The City Council further declares that this Ordinance would remain enacted without such invalid provision.

**SECTION 6.** It is officially found, determined, and declared that the meeting at which this Ordinance is finally adopted was open to the public and that public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, in accordance with the requirements of Chapter 551, Texas Government Code.

**DULY PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.**

_____

**DR. VICTOR D. TREVINO**
**MAYOR**

**ATTESTED:**

_____

**MARIO MALDONADO, JR**
**CITY SECRETARY**

**APPROVED AS TO FORM:**

_____

**DOANH "ZONE" T. NGUYEN**
**CITY ATTORNEY**

**Proposed Ballot Language for Council-Approved Charter Amendments from the Charter Revision Commission (CRC) Recommendations**

## Proposed Charter Amendment 1

**Ballot Language:**

Shall the City Charter be amended to require Council Members to reside and be registered to vote in the district for which they file for candidacy for one hundred and eighty (180) days, rather than ninety (90) days, preceding the last day for filing of an application for candidacy; require the Mayor and Council Members to reside in the City and their respective districts throughout their term of office; have residence defined pursuant to the Texas Election Code Section 1.015; and allow for grammatical and punctuation corrections in Section 2.01?

**Charter change if the proposition passes:**

**Section 2.01 Composition, Qualifications, and Terms**

(B) Qualifications

The Mayor and all City Council Members shall be registered voters of the City and shall ~~have~~ reside~~d~~ within the City for twelve (12) months immediately preceding the last day for filing an application for candidacy. Additionally, City Council ~~m~~Members shall ~~have~~ reside~~d within~~ and be registered to vote in the district for which they file for candidacy for ~~ninety (90)~~ one hundred and eighty (180) days preceding the last day for filing of an application for candidacy and continue to reside their residence in the district from which elected throughout their term of office. Additionally, the Mayor must reside in the City throughout his or her term of office. Residence is defined pursuant to the Texas Election Code Section 1.015.

## Proposed Charter Amendment 2

**Ballot Language:**

Shall the City Charter be amended to state that a person delayed taking the oath of office for longer than twelve (12) months due to an election contest is not deemed to have served a full term?

**Charter change if the proposition passes:**

(C) Terms and Limits

The term of a City Council Member is four years. No person shall be elected as a City Council Member for more than two terms. The vacating of office by a City Council member, whether by resignation or otherwise, shall constitute a full term irrespective of the length of time served. A person who has been elected as a City Council Member through a special election to finish an unexpired term longer than two years shall be deemed to have served a full term. A person who is delayed taking the oath of office for longer than twelve (12) months due to an election contest shall not be deemed to have served a full term. No person shall be elected as a City Council Member through a special election if they have been elected to two terms. The terms of City Council Members shall be staggered with half of the City Council Members being elected every two years. Subject to the prohibitions and limitations of Section 2.03(A), service as a City Council Member does not limit service in another elected position.

## Proposed Charter Amendment 3

**Ballot Language:**

Shall the City Charter be amended to provide that if the Mayor or Council Member held a City office or City employment immediately before their election as the Mayor or Council Member, then he or she may apply to return to his or her prior City office or City employment after the expiration of the term for which he or she was elected, with re-employment based on the needs of the City?

**Charter change if the proposition passes:**

**Section 2.03 Prohibitions**

(A) Holding Other Office

Except where authorized by law, neither the Mayor nor a Council Member shall hold any other City office or City employment during the term for which he or she was elected, and no former Mayor or Council Member shall hold any compensated appointive City office or City employment until one year after the expiration of the term for which he or she was elected. If the Mayor or Council Member held a City office or City employment immediately prior to election as the Mayor or Council Member, then he or she may apply to return to his or her prior City office or City employment after the expiration of the term for which he or she was elected. However, re-employment is based on the needs of the City.

## Proposed Charter Amendment 4

**Ballot Language:**

Shall the City Charter be amended to provide that the Mayor or Council Member who is removed from office in any manner authorized by law, including recall or by forfeiture of office, shall be deemed to have served two full terms irrespective of the length of time served?

**Charter change if the proposition passes:**

**Section 2.04 Vacancies: Forfeiture of Office, Filling of Vacancies**

(D) The Mayor or Council Member who is removed from office in any manner authorized by law, including recall or by forfeiture of office, shall be deemed to have served two full terms irrespective of the length of time served.

## Proposed Charter Amendment 5

**Ballot Language:**

Shall the City Charter be amended to allow the Mayor to vote in all cases and allow for punctuation and numbering corrections in Section 2.15?

**Charter change if the proposition passes:**

**Section 2.15 Powers and Duties of the Mayor**

(1) Shall preside at Council meetings;

(2) Shall be recognized as the head of the City Government and as the official representative of the City but shall have no administrative duties;

~~(3) Shall only vote in case of a tie of Council Members;~~

(3 ~~4~~) Shall have the veto power and his/her veto shall be executed within the same Council meeting or no later than the next two regularly-scheduled Council Meetings, and may be overridden by a vote of five (5) Council Members made at the same meeting as the veto;

(4 ~~5~~) Shall make the official state of the city address by January 31 of each year of the Mayor's term of office at a public place open and free to all of the people of Laredo. The private sponsorship of the official state of the city address is prohibited~~.~~;

(5 ~~6~~) Shall have the right to initiate motions at City Council Meetings;

(6 ~~7~~) Shall have the right to add items to the Council agenda;

(7 ~~8~~) Shall consult with the City Manager regarding proposed agenda items to be included in the agenda of a regular and or special Council meeting~~;~~.

**Section 2.16 City Secretary**

The City Manager shall recommend a City Secretary whose appointment shall be confirmed by the affirmative vote of no less than five members of City Council ~~members~~. The City Secretary shall report to and be evaluated by the City Manager. It shall be the duty of the City Secretary to attend every meeting of the City Council and keep accurate minutes of the proceedings thereof in a book to be provided for that purpose and to engross and enroll all laws, resolutions and ordinances of the City Council; to keep the corporate seal; to take charge of and preserve and keep in order all the books, records, papers, documents, and files of said Council; to countersign all commissions issued to the City officers and licenses issued; and any other duties and responsibilities as may be assigned by the City Council or state statute. The City Secretary may be removed from office by the affirmative vote of no less than five members of City Council ~~Members~~.

**Section 2.17 Internal Auditor**

The City Council shall appoint and evaluate an officer of the City who shall have the title of Internal Auditor and whose functions and duties shall be determined by ordinance. The Internal Auditor may be replaced or terminated by the affirmative vote of no less than five members of City Council ~~Members~~.

**Section 3.03 Removal**

The City Manager shall not be appointed for a definite term, but may be removed at the will and pleasure of the City Council by the affirmative vote of no less than five members of City Council ~~Members~~. The action of the City Council in removing the City Manager shall be final, it being the intention of the Charter to vest all authority and fix all responsibility for such removal on the City Council.

**Section 4.02 City Attorney**

The chief legal counsel for the City of Laredo shall be the City Attorney. In representation of the City, the City Attorney shall advise the Council, the City Manager and all city departments in matters legal. The City Attorney shall also represent the City in legal proceedings and shall perform such other duties as may be prescribed by this charter or by ordinance.

The City Manager appoints the City Attorney subject to the confirmation by the affirmative vote of no less than five members of City Council ~~Members~~. The City Attorney shall serve until removed upon the recommendation of the City Manager and the affirmative vote of no less than five members of City Council ~~Members~~.

**Section 5.03 Clerk of the Municipal Court**

There shall be a Clerk of the Municipal Court who shall be nominated by the City Manager and then confirmed by the affirmative vote of no less than five members of City Council ~~Members~~, and who shall serve at the pleasure of the Council. The status of the Clerk of the Municipal Court shall be that of a department director. The clerk shall have the power to administer oaths and affidavits, make certificates, affix the seal of the court thereto, and otherwise perform any and all acts necessary in issuing process of such court and conducting the business thereof.

## Proposed Charter Amendment 6

**Ballot Language:**

Shall the City Charter be amended to allow the Mayor to veto a vote at the same meeting or the next meeting, rather than the next two meetings, and allow for grammatical corrections in Section 2.15?

**Charter change if the proposition passes:**

**Section 2.15 Powers and Duties of the Mayor**

(4) Shall have the veto power and his/her veto shall be executed ~~within~~ at the same Council meeting or no later than the next ~~two~~ regularly scheduled Council Meeting~~s~~, ~~and~~ but may be overridden by a vote of five (5) Council Members made at the same meeting as the veto;

## Proposed Charter Amendment 7

**Ballot Language:**

Shall the City Charter be amended to require six votes to remove the City Secretary, rather than five votes, and allow for grammatical corrections in Section 2.16?

**Charter change if the proposition passes:**

**Section 2.16 City Secretary**

The City Manager shall recommend a City Secretary whose appointment shall be confirmed by the affirmative vote of no less than five Council ~~m~~Members. The City Secretary shall report to and be evaluated by the City Manager. It shall be the duty of the City Secretary to attend every meeting of the City Council and keep accurate minutes of the proceedings thereof in a book to be provided for that purpose and to engross and enroll all laws, resolutions and ordinances of the City Council; to keep the corporate seal; to take charge of and preserve and keep in order all the books, records, papers, documents, and files of said Council; to countersign all

commissions issued to the City officers and licenses issued; and any other duties and responsibilities as may be assigned by the City Council or state statute. The City Secretary may be removed from office by the affirmative vote of no less than ~~five~~six Council Members.

## Proposed Charter Amendment 8

**Ballot Language:**

Shall the City Charter be amended to require six votes to remove the Internal Auditor, rather than five votes?

**Charter change if the proposition passes:**

**Section 2.17 Internal Auditor**

The City Council shall appoint and evaluate an officer of the City who shall have the title of Internal Auditor and whose functions and duties shall be determined by ordinance. The Internal Auditor may be replaced or terminated by the affirmative vote of no less than ~~five~~six Council Members.

## Proposed Charter Amendment 9

**Ballot Language:**

Shall the City Charter be amended to require six votes to remove the City Manager, rather than five votes with no ability to veto by the Mayor?

**Charter change if the proposition passes:**

**Section 3.03 Removal**

The City Manager shall not be appointed for a definite term, but may be removed at the will and pleasure of the City Council by the affirmative vote of no less than ~~five~~six Council Members. The action of the City Council in removing the City

Manager shall be final, with no ability to veto by the Mayor, it being the intention of the Charter to vest all authority and fix all responsibility for such removal on the City Council.

## Proposed Charter Amendment 10

**Ballot Language:**

Shall the City Charter be amended to require six votes to remove the City Attorney rather than five votes?

**Charter change if the proposition passes:**

**Section 4.02 City Attorney**

The chief legal counsel for the City of Laredo shall be the City Attorney. In representation of the City, the City Attorney shall advise the Council, the City Manager and all city departments in matters legal. The City Attorney shall also represent the City in legal proceedings and shall perform such other duties as may be prescribed by this charter or by ordinance.

The City Manager appoints the City Attorney subject to the confirmation by the affirmative vote of no less than five Council Members. The City Attorney shall serve until removed upon the recommendation of the City Manager and the affirmative vote of no less than ~~five~~ six Council Members.

## Proposed Charter Amendment 11

**Ballot Language:**

Shall the City Charter be amended to increase the number of elected Municipal Court Judges from one (1) to two (2); require three (3) years of experience in the practice of law; and provide for qualifications, appointments, confirmation, and removal of Associate Municipal Court Judges?

**Charter change if the proposition passes:**

**Section 5.02 Judges of the Municipal Court**

The Municipal Court shall be composed of two full-time elected judges. The Courts shall be designated as Municipal Court Judge Position 1 and Municipal Court Judge Position 2. The terms of Municipal Court Judges shall be staggered, with one judge elected every two years. The Judges shall alternate serving as the Presiding Judge. The Presiding Judge of the Municipal Court shall administer the operation of the Municipal Court. The Judges of the Municipal Court shall preside over and administer the operations of over the Municipal Court. The Judges shall be ~~an~~ attorneys, licensed to practice in the courts in the State of Texas and shall reside within the city limits. Before being elected, each Judge shall have three (3) years of experience in the practice of law in the State of Texas. ~~The~~ Each Judge shall be elected in the City at large. No person shall be elected as a Judge for more than two terms. The vacating of office by the Municipal Court ~~j~~ Judge, by resignation or otherwise, shall constitute a full term irrespective of the length of time served for a four-year term with a limit of two elected four-year terms in addition to any time served through appointment or election to an unexpired term. An elected judge shall not engage in the private practice of law. Notwithstanding this prohibition, an elected judge may act pro se and may, without compensation, give legal advice to and draft or review documents for a member of the judge's immediate family. The Judges of the Municipal Court shall receive such salary as shall be fixed by ordinance.

The Associate Municipal Judges shall be licensed to practice in the courts of the State of Texas. ~~The~~ Each Municipal Court Judge shall recommend one Associate Municipal Court Judge to work with him or her during his or her term. The

Associate Municipal Court Judges shall serve at the pleasure of the Judge appointing him or her. ~~and the City Manager shall recommend one Associate Municipal Court Judge, and both~~ Each Associate Municipal Court Judge must be confirmed by the affirmative vote of no less than ~~five~~ six members of City Council ~~Members~~. The Associate Municipal Court Judge may be removed at the sole discretion of the Municipal Court Judge who appointed said Associate Municipal Court Judge.

## Proposed Charter Amendment 12

**Ballot Language:**

Shall the City Charter be amended to require six votes of Council Members or six votes of members of the City Council (if the Mayor is allowed to vote by the approval of the Proposed Charter Amendment 5) to remove the Clerk of the Municipal Court?

**Charter change if the proposition passes:**

**Section 5.03 Clerk of the Municipal Court**

There shall be a Clerk of the Municipal Court who shall be nominated by the City Manager and then confirmed by the affirmative vote of no less than five Council Members, and who shall serve at the pleasure of the Council. The Clerk of the Municipal Court shall serve until removed upon the recommendation of the City Manager and the affirmative vote of no less than six members of the City Council or Council Members. The status of the Clerk of the Municipal Court shall be that of a department director. The clerk shall have the power to administer oaths and affidavits, make certificates, affix the seal of the court thereto, and otherwise perform any and all acts necessary in issuing process of such court and conducting the business thereof.

## Proposed Charter Amendment 13

**Ballot Language:**

Shall the City Charter be amended to require the recommendation of the City Manager and no less than five votes of members of the City Council to appoint and no less than six votes of members of the City Council (if the Mayor is allowed to by the approval of Proposed Charter Amendment 5) to remove the Planning and Zoning Director?

**Charter change if the proposition passes:**

**Section 9.01 Planning and Zoning Director**

There shall be a Planning and Zoning Department headed by a director who shall be appointed ~~and removed~~ by the City Manager with approval of the City Council by the affirmative vote of no less than five members of City Council. Planning Director shall serve until removed upon the recommendation of the City Manager and the affirmative vote of no less than six members of the City Council.

The responsibilities of the planning director include:

(1) advising the City Manager on any matter affecting the physical development of the City;

(2) formulating and making recommendations to the City Manager for a comprehensive plan;

(3) reviewing and making recommendations regarding proposed Council action implementing the comprehensive plan pursuant to established planning procedure;

(4) participating in the preparation and revision of the capital improvement program;

(5) advising the City Planning and Zoning Commission in the exercise of its responsibilities and to provide necessary staff assistance.

## Proposed Charter Amendment 14

**Ballot Language:**

Shall the City Charter be amended to grant the City Council the authority to submit binding and nonbinding elections for proposed ordinances to the voters and allow for numbering corrections in Section 11.10?

**Charter change if the proposition passes:**

**Section 11.10 Power of Referendum**

(A) Referendum by Electors

The electors shall have the power to approve or reject at the polls any ordinance passed by the Council. Ordinances submitted to the Council by initiative petition and passed by the Council shall be subject to the referendum in the same manner as other ordinances.

(B) Referendum by City Council

In the absence of a petition, the City Council shall have the authority to submit a proposed ordinance to the voters.

(C) Binding Election

If the City Council specifies that the election is binding, and if the voters approve the proposed ordinance, then the ordinance is adopted.

(D) Non-Binding Election

If the City Council specifies that the election is non-binding, then the results of the election are only to supply information and guidance to the City Council, and the proposed ordinance is neither approved nor disapproved.

## Proposed Charter Amendment 15

**Ballot Language:**

Shall the City Charter nepotism article be amended to also prohibit persons related within the second degree by affinity or within the third degree of members of decision making boards and commissions to be appointed to any office, position, clerkship, or other position with the City; but reduce the amount of time continuously employed by the City from two (2) years to six (6) months for existing employees to be exempt from the nepotism prohibition, except for relations with members of the Ethics Commission and the Civil Service Commission?

**Charter change if the proposition passes:**

**Section 12.04 Nepotism**

No person related within the second degree by affinity or within the third degree by consanguinity to the Mayor, any Council Member, any elected City official, City Manager, or any member of any City decision making board or commission shall be appointed to any office, position, clerkship, or other position with the City. This prohibition shall not apply, however to any person who shall have been continuously employed by the City for a period of ~~two (2) years~~ six (6) months or more prior to the election of the Mayor, Council member, or elected official or to the appointment of the City Manager or member of a decision making board or commission related to such appointee in the prohibited degree, except the Ethics Commission and the Civil Service Commission.

## City Council

**Meeting Date:** 8/5/2024 **Public Hearing & Introductory Ordinance 5.**

**SUBJECT**
Public Hearing and Introductory Ordinance of the City of Laredo, Texas, amending Section 1 of Ordinance 2024-O-110 establishing that all commercial customers that arrive at the toll booth using the Automatic Vehicle Identification (A.V.I) System must maintain a minimum balance of $100.00 on their account at all times as further described in exhibit “A” and providing that this ordinance shall be cumulative; providing a severability clause; and declaring an effective date.

**PREVIOUS COUNCIL ACTION**
On June 10, 2024, City Council approved the final reading amending Section 1 of Ordinance 2023-O-062 of the City of Laredo and authorized to increase the insufficient fund fee to $100.00 plus the per axle toll fee for southbound commercial vehicles that arrive at the toll booth with insufficient funds in the Automatic Vehicle Identification (A.V.I) System and if an AVI account has multiple insufficient fund U-Turns the company must leave a credit card on file and schedule automatic replenishment of funds as further described in Exhibit “A” and hereby repealing all conflicting sections in all ordinances currently in effect.

**BACKGROUND**
The need to establish that all commercial customers that arrive at the toll booth using the Automatic Vehicle Identification (A.V.I.) System must maintain a minimum balance of $100.00 on their account is to continue to avoid a disruption to the flow of traffic.

When a vehicle arrives at the toll booth and the A.V.I. account associated with that vehicle does not have enough funds to cover the toll fee, the vehicle is not allowed to continue into Mexico and advised to turn around and exit the toll facilities.

The average insufficient fund U-Turns per month at Colombia Solidarity Bridge are 16 and at the World Trade Bridge are 232.

**COMMITTEE RECOMMENDATION**
None

**STAFF RECOMMENDATION**
Establish that all commercial customers using the Automatic Vehicle Identification (A.V.I.) System maintain a minimum balance of $100.00 on their account at all times.

**Fiscal Impact**

Fiscal Year: 2024

| | |
|---|---|
| Budgeted Y/N?: | N/A |
| Source of Funds: | N/A |
| Account #: | N/A |
| Change Order: Exceeds 25% Y/N: | N/A |

**FINANCIAL IMPACT:**
There is no financial impact to the Laredo Bridge System.

**INTRODUCTORY ORDINANCE**

**AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING SECTION 1 OF ORDINANCE 2024-O-110 ESTABLISHING THAT ALL COMMERCIAL CUSTOMERS THAT ARRIVE AT THE TOLL BOOTH USING THE AUTOMATIC VEHICLE IDENTIFICATION (A.V.I.) SYSTEM MUST MAINTAIN A MINIMUM BALANCE OF $100.00 ON THEIR ACCOUNT AS FURTHER DESCRIBED IN EXHIBIT "A" AND PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS,** on June 10, City Council approved the final reading amending Section 1 of Ordinance 2023-O-062 of the City of Laredo and authorized to increase the insufficient fund fee to $100.00 plus the per axle toll fee for southbound commercial vehicles that arrive at the toll booth with insufficient funds in the Automatic Vehicle Identification (A.V.I.) System and if an AVI account has multiple insufficient fund U-Turns the company must leave a credit card on file and schedule automatic replenishment of funds as further described in Exhibit "A" and hereby repealing all conflicting sections in all ordinances currently in effect; and

**WHEREAS,** the need to establish that all commercial customers that arrive at the toll booth using the Automatic Vehicle Identification (A.V.I.) System must maintain a minimum balance of $100.00 on their account is to continue to avoid a disruption to the flow of traffic; and

**WHEREAS,** currently when a vehicle arrives at the toll booth and the A.V.I. account associated with that vehicle does not have enough funds to cover the toll fee, the vehicle is not allowed to continue into Mexico and advised to turn around and exit the toll facilities; and

**WHEREAS**, the average insufficient fund U-Turns per month at Colombia Solidarity Bridge are 16 and at the World Trade Bridge are 232; and

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

**Section 1**: That section 1 of ordinance 2024-O-110 of the City of Laredo shall be, and hereby is, amended to read as follows:

That the City Council hereby establishes the rates to be charged for southbound traffic that crosses into Mexico at the City of Laredo International Bridges to be as follows:

1. Pedestrians ……..…… one dollar (1.00)
   (Children under 6 years of age)…… Free
   (Bicycle and rider)…….. one dollar (1.00)

2. All non-commercial vehicles (with or without Cargo) not utilizing the Automatic Vehicle Identification (A.V.I.) System …….. $1.75 @ Axle
   (Emergency vehicles. Fire engine, ambulance, police car, etc.

Answering or returning from an emergency call) ……..…… Free

3. All non-commercial vehicles (with or without Cargo) utilizing the Automatic Vehicle Identification (A.V.I.) System ….. $1.65 @ Axle
   (Emergency vehicles. Fire engine, ambulance, police car, etc.
   Answering or returning from an emergency call) ……..…… Free

4. Commercial Vehicles
   All commercial vehicles ……$4.75 @ Axle

5. Overweights (with permit)
   80,001 lbs – 100,000 lbs …… $50.00
   100,001 lbs – 120,000 lbs …… $75.00
   120,001 lbs – 140,000 lbs ……... $100.00
   140,001 lbs – 160,000 lbs …….. $125.00
   160,001 lbs – 180,000 lbs …….. $150.00
   180,001 lbs – Over …… $175.00

6. Overweights (Without permit)

| | Fee | Penalty | U-Turn Violation Fee |
|---|---|---|---|
| 80,001 lbs – 100,000 lbs …… | $ 50.00 + | $500.00 + | $500.00 |
| 100,001 lbs – 120,000 lbs …… | $ 75.00 + | $500.00 + | $500.00 |
| 120,001 lbs – 140,000 lbs …….. | $100.00 + | $500.00 + | $500.00 |
| 140,001 lbs – 160,000 lbs ……. | $125.00 + | $500.00 + | $500.00 |
| 160,001 lbs – 180,000 lbs ……. | $150.00 + | $500.00 + | $500.00 |
| 180,001 lbs – Over …….……. | $175.00 + | $500.00 + | $500.00 |

All commercial vehicles over 80,000 lbs. must obtain a permit from the Bridge Department of the City of Laredo prior to crossing any Bridge designated by the City of Laredo as a commercial International Bridge (Colombia Solidarity Bridge or World Trade Bridge). Failure to obtain this permit will result in an additional $500.00 penalty fee at time of crossing. Failure to comply with the City of Laredo Bridge System U-Turn procedure at its International Bridges will result in an additional $500.00 U-Turn violation fee. The entire bridge toll including the penalty fee and the violation fee must be paid prior to allowing any use of the City of Laredo International Bridges.

7. Swipe Card Administrative Fee
   For Southbound Commercial Vehicles …….$1.00@ Swipe Card

8. Sticker Tag Cost
   For Southbound Vehicles utilizing the Automatic Vehicle Identification System
   (A.V.I.) ……..$15.00 @ Sticker Tag

9. Insufficient Fund Fee
   For Southbound Commercial Vehicles……..... $100.00 + per axle toll fee

10. All Commercial AVI accounts must maintain a minimum balance of $100 at all times.

**Section 2.** This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**Section 3.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**Section 4.** This Ordinance shall become effective immediately upon passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____DAY OF _____, 2024.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH T. NGUYEN
CITY ATTORNEY

LAREDO INTERNATIONAL TOLL BRIDGES
TOLL SCHEDULE SOUTHBOUND ONLY

1. Pedestrians ……..…… one dollar (1.00)
   (Children under 6 years of age)…… Free
   (Bicycle and rider)…….. one dollar (1.00)

2. All non-commercial vehicles (with or without Cargo) not utilizing the Automatic Vehicle Identification (A.V.I.) System …….. $1.75 @ Axle
   (Emergency vehicles. Fire engine, ambulance, police car, etc. Answering or returning from an emergency call) ……..…… Free

3. All non-commercial vehicles (with or without Cargo) utilizing the Automatic Vehicle Identification (A.V.I.) System ….. $1.65 @ Axle
   (Emergency vehicles. Fire engine, ambulance, police car, etc. Answering or returning from an emergency call) ……..…… Free

4. Commercial Vehicles
   All commercial vehicles ……$4.75 @ Axle

5. Overweights (with permit)
   80,001 lbs – 100,000 lbs …… $50.00
   100,001 lbs – 120,000 lbs …… $75.00
   120,001 lbs – 140,000 lbs ……... $100.00
   140,001 lbs – 160,000 lbs …….. $125.00
   160,001 lbs – 180,000 lbs …….. $150.00
   180,001 lbs – Over …… $175.00

**Exhibit "A"**

| 6. Overweights (Without permit) | Penalty Fee | U-Turn Violation Fee |
|---|---|---|
| 80,001 lbs – 100,000 lbs …… | $ 50.00 + | $500.00 + $500.00 |
| 100,001 lbs – 120,000 lbs …… | $ 75.00 + | $500.00 + $500.00 |
| 120,001 lbs – 140,000 lbs …….. | $100.00 + | $500.00 + $500.00 |
| 140,001 lbs – 160,000 lbs ……. | $125.00 + | $500.00 + $500.00 |
| 160,001 lbs – 180,000 lbs ……. | $150.00 + | $500.00 + $500.00 |
| 180,001 lbs – Over …….……. | $175.00 + | $500.00 + $500.00 |

All commercial vehicles over 80,000 lbs. must obtain a permit from the Bridge Department of the City of Laredo prior to crossing any Bridge designated by the City of Laredo as a commercial International Bridge (Colombia Solidarity Bridge or World Trade Bridge). Failure to obtain this permit will result in an additional $500.00 penalty fee at time of crossing. Failure to comply with the City of Laredo Bridge System U-Turn procedure at its International Bridges will result in an additional $500.00 U-Turn violation fee. The entire bridge toll including the penalty fee and the violation fee must be paid prior to allowing any use of the City of Laredo International Bridges.

7. Swipe Card Administrative Fee
   For Southbound Commercial Vehicles …….$1.00@ Swipe Card

8. Sticker Tag Cost
   For Southbound Vehicles utilizing the Automatic Vehicle Identification System (A.V.I.) ……..$15.00 @ Sticker Tag

9. Insufficient Fund Fee
   For Southbound Commercial Vehicles ……..... $100.00 + per axle toll fee

10. All Commercial AVI accounts must maintain a minimum balance of $100.00 at all times.

**Exhibit "A"**

## City Council

**Meeting Date:** 8/5/2024 **Final Readings 6.**

**SUBJECT**
Concerning a voluntary annexation application by the Texas Department of Transportation, altering and extending the boundary limits of the City of Laredo, annexing additional territory of 25.00 acres, more or less, located east of FM 1472 and north of Pinto Valle Drive. Providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District).

The Planning and Zoning Commission recommended approval of the annexation and initial zoning. Staff supports the annexation and initial zoning.

AN-001-2024
District VII - Cm. Vanessa Perez

**PREVIOUS COUNCIL ACTION**
The item was introduced by the Honorable Cm Vanessa Perez at the regular council meeting of July 22, 2024.

Pursuant to Ordinance 2020-O-130, there are two (2) annexation cycles per year.

**BACKGROUND**
Texas Local Government Code Section 43.0673 requires a public hearing before City Council. The public hearing was held on June 24, 2024. The petition for annexation was presented before the Planning and Zoning Commission on May 16, 2024 for a recommendation. The petition for annexation will subsequently go before City Council for final reading of the ordinance on August 5, 2024.

Tract 1 is as follows:

Voluntary Annexation:
Tract 1 - 25.00 acres, more or less, located east of FM 1472 and north of Pinto Valle Drive.

Petitioner: Texas Department of Transportation.

**COMMITTEE RECOMMENDATION**
The Planning and Zoning Commission reviewed the proposed annexation and zoning designation on May 16, 2024 and in a 6 to 0 vote recommended approval of the annexation and initial zoning of M-1 (Light Manufacturing District).

Proposed use: M-1 (Light Manufacturing District) - Armory

Site: Vacant undeveloped land undergoing the platting process.

Surrounding land uses: To the southeast is the Laredo Fire and Law Enforcement Training Center and Fire Station 13. To the south is the Pinto Valle Industrial Park. To the north and northwest is vacant undeveloped land.

Comprehensive Plan: The Future Land Use Map identifies this tract as Instutional.RE: https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39
Transportation Plan: The Future Transportation Plan identifies Pinto Valle Drive as an Industrial Collector. FM 1472 is identified as an Expressway.
https://www.cityoflaredo.com/departments/planning-and-zoning/plans

Letters sent to surrounding property owners: 8 In Favor: 0 Opposed: 0

**STAFF RECOMMENDATION**
Staff supports the annexation.

Staff supports the initial zoning. The site is compatible with surrounding land uses including the fire fighter training center to the east.

IMPACT ANALYSIS
M-1 (Light Manufacturing District):
The purpose of the M-1 Light Manufacturing District is to encourage the development of manufacturing and wholesale business establishments which are clean, quiet, and free of hazardous or objectionable elements such as noise, odor, dust, smoke or glare. Research activities are encouraged. This district is further designed to act as a transitional use between heavy industrial uses and other less intense and residential uses.

Is this change contrary to the established land use pattern?
No. The land to south and southeast is industrial in nature.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The area to the south and southeast is zoned M-1. The area to the north and north west is unzoned.

Will change adversely influence living conditions in the neighborhood?
No. There are no residential neighborhoods in the area.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
N/A

## Fiscal Impact

| | |
|---|---|
| Fiscal Year: | Click or tap here to enter text. |
| Budgeted Y/N?: | Click or tap here to enter text. |

Source of Funds: Click or tap here to enter text.
Account #: Click or tap here to enter text.
Change Order: Exceeds 25% Y/N: Click or tap here to enter text.

**FINANCIAL IMPACT:**
Click or tap here to enter text.

**ORDINANCE NO. 2024-O-139**

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 25.00 ACRES, MORE OR LESS, LOCATED EAST OF FM 1472 AND NORTH OF PINTO VALLE DRIVE. PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF M-1 (LIGHT MANUFACTURING DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit “A”; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, a public hearing was held in compliance with Article 43.0673, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearing was duly given, as provided by law, and such hearing was held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearing, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land containing 25.00 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and

the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as M-1 (Light Manufacturing District).

Section 4: Severability

If any provision, section subsection, sentence, clause, or phrase of this ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5: Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the city hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

# CITY OF LAREDO
# ANNEXATION AGREEMENT AND SERVICE PLAN
# TRACT 1
# LAREDO READINESS CENTER TRACT

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.003 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Marc D. Williams, Executive Director, on behalf of the Texas Department of Transportation, has filed a voluntary petition with the City of Laredo for the annexation of a 25.00 acre tract of land, said tract of land being more particularly described by metes and bounds on the attached Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.0672 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars ($750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and the Texas Department of Transportation, being the parties to this A**NNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 25.00 acres of land, more or less, belonging to the Texas Department of Transportation.

## SERVICE PLAN

A petition for annexation from the Texas Department of Transportation, was received for property designated as "Tract 1 (Laredo Readiness Center Tract)" described by metes and bounds in Exhibit "A" of this Annexation Agreement and Service Plan and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.0672 of the Texas Local Government Code and was available for review by the public at hearings duly held on June 24, 2024. Public notice of the hearings was provided on June 9, 2024, not more than twenty or less than ten days before the hearings as provided in Section 43.0673 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.

2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 13, which is located approximately 100 feet from the proposed site. Fire services include protection, prevention, and emergency medical response.

3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

| | |
|---|---|
| Lots under 10,000 sq.ft. | $1,288.71/lot (135 gpcd X 3.7 person/lot X $2.58/gal) |
| Lots over 10,000 sq.ft. | $1,927.12/lot |

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

| | |
|---|---|
| Less than 1.0 acres | $1,284.68/lot |
| Lots 1 acre and Fraction: | $1,927.12/acre |

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

| | |
|---|---|
| Lots under 10,000 sq.ft. | $2,186.70/lot (100 gpcd X 3.7 person/lot X $5.91/gal) |
| Lots over 10,000 sq.ft. | $2,569.51/lot |

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:

| | |
|---|---|
| Less than 5.0 acres | $1,579.50/acre (15 people/ac. X 18 gallons/person/day X $5.85 gallon=$1,579.50) |
| More than 5.01 acres | $1,927.12/acre |

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: Any future residential developments proposed to be constructed on the annexed property must satisfy all requirements for parkland and improvement fees, as defined in the most recently adopted Parkland Dedication Ordinance.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service

plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Tract is subject to participate in applicable Northwest Laredo Wastewater Rehabilitation improvements directly or through LUE fees in proportion to the service area.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner. This *Section 3. Land Use* shall survive the expiration of this agreement.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

**THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO AND EXECUTED ON THIS_____DAY OF____, 2024.**

**CITY OF LAREDO,**
**a Texas Municipal Corporation**

**By: _____**
**Joseph Neeb**
**City Manager**

**ATTESTED:**

_____
**Mario Maldonado, Jr.**
**City Secretary**

**Texas Department of Transportation**

**By:** _____
**Marc D. Williams**
**Executive Director**

**APPROVED AS TO FORM:**

_____
**Doanh "Zone" T. Nguyen**
**City Attorney**

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ___ day of _____ , 2024 by Joseph Neeb, for and on behalf of the City of Laredo.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ___ day of _____, 2024 by Marc D. Williams, Executive Director, on behalf of the Texas Department of Transportation.

_____
Notary Public, State of Texas

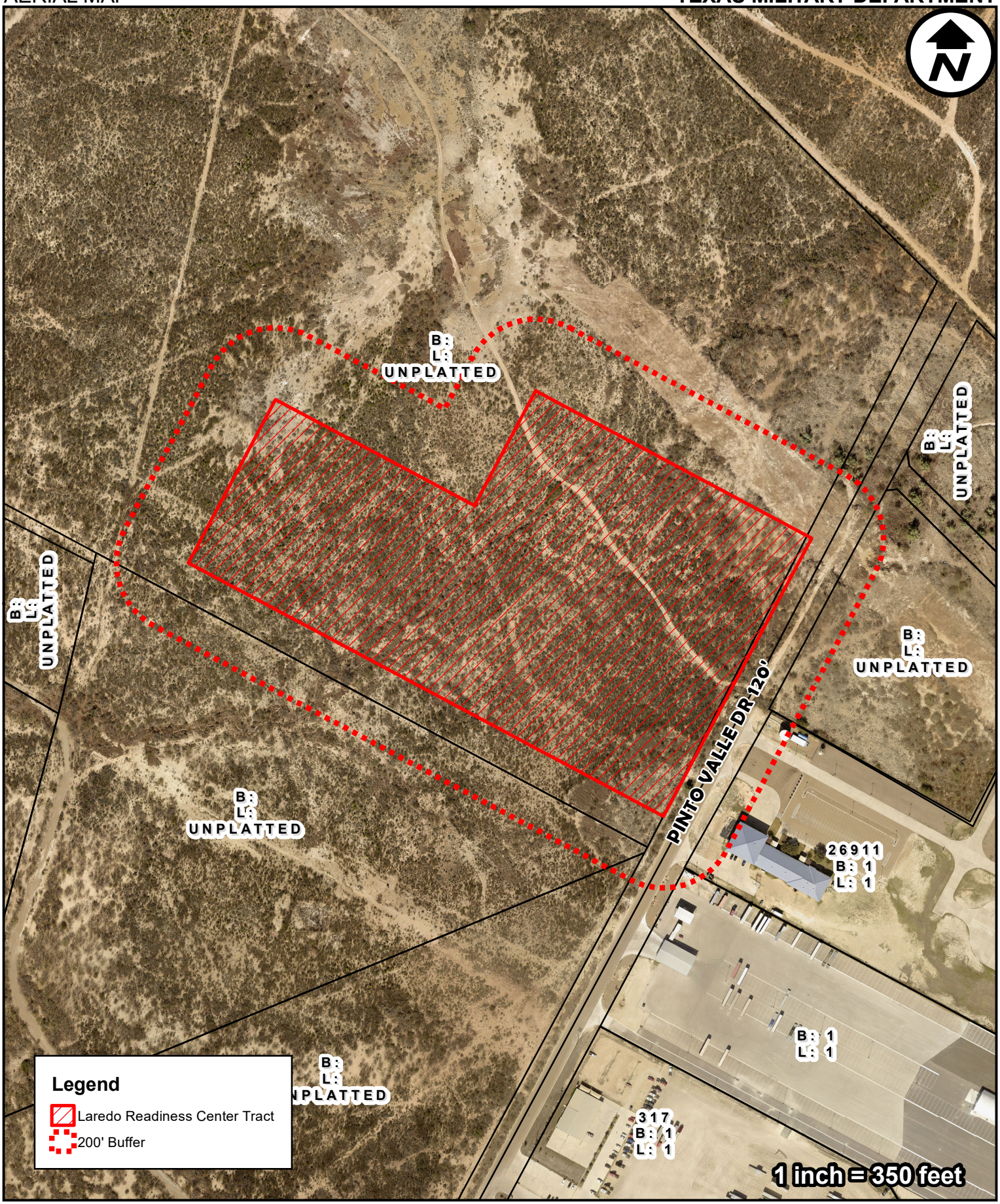
**TRACT 1**

# LAREDO READINESS CENTER

**25 ACRES**

AERIAL MAP

**TEXAS MILITARY DEPARTMENT**




*City of Laredo Planning Department*
*1413 Houston Street*
*Laredo, Texas 78040*

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentgrou conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability fo any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The us this data indicates your unconditional acceptance of all risks associated with the use of this data.

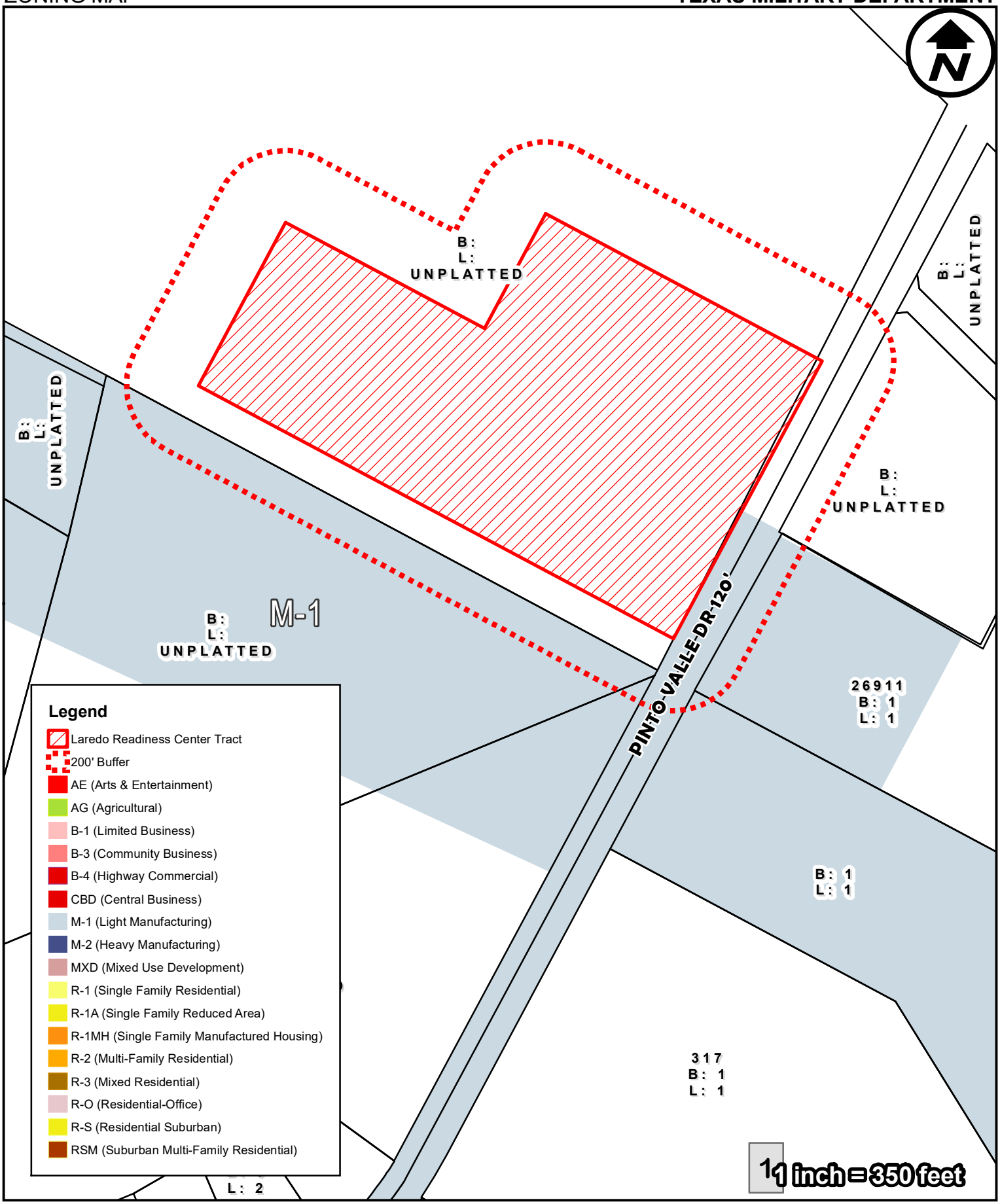
**TRACT 1**

# LAREDO READINESS CENTER

**25 ACRES**

ZONING MAP

**TEXAS MILITARY DEPARTMENT**





*City of Laredo Planning Department*
*1413 Houston Street*
*Laredo, Texas 78040*



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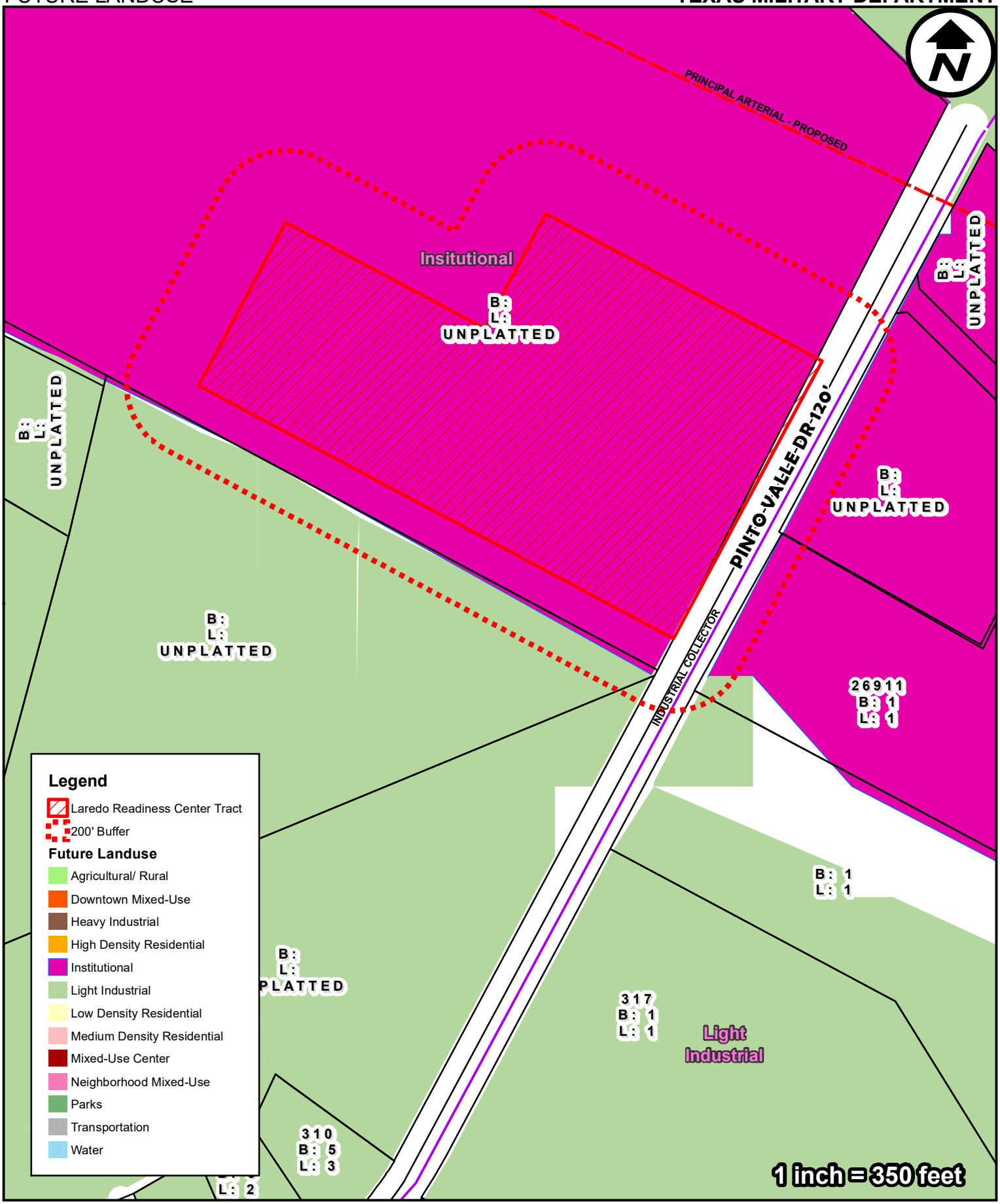
**TRACT 1**

# LAREDO READINESS CENTER

**25 ACRES**

FUTURE LANDUSE

**TEXAS MILITARY DEPARTMENT**





*City of Laredo Planning Department*
*1413 Houston Street*
*Laredo, Texas 78040*



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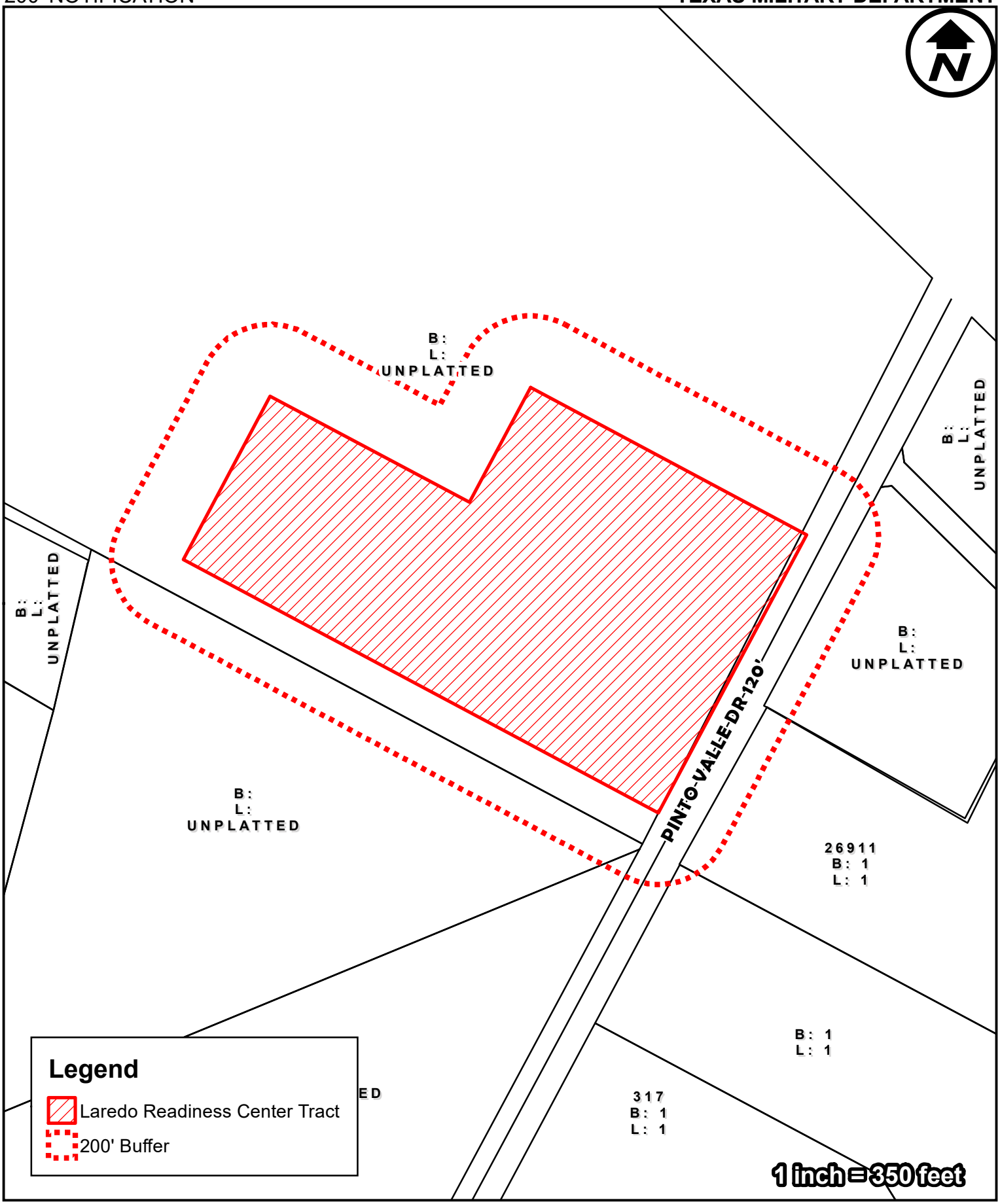
**TRACT 1**

# LAREDO READINESS CENTER

**25 ACRES**

200' NOTIFICATION

**TEXAS MILITARY DEPARTMENT**





*City of Laredo Planning Department*
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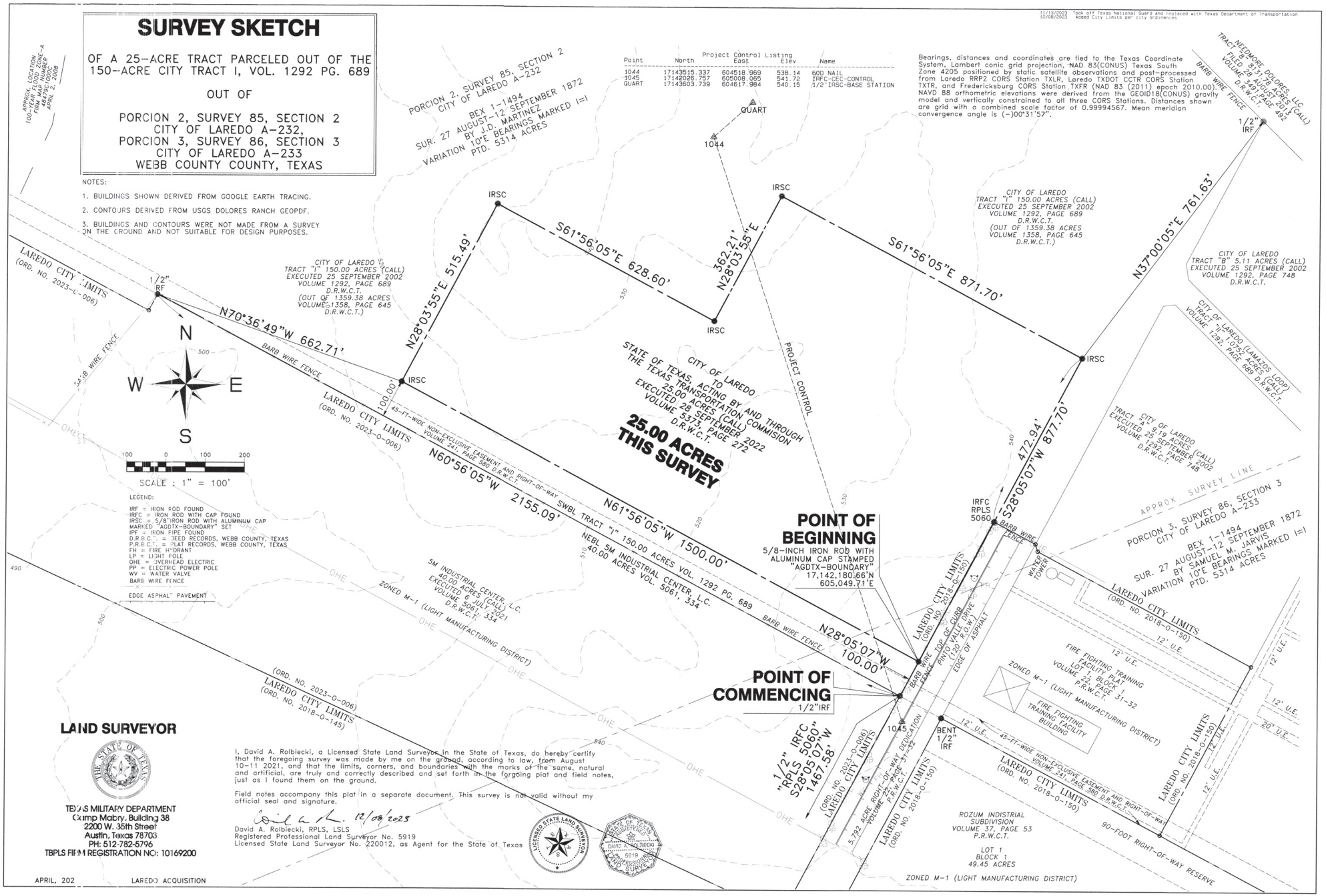
SURVEY SKETCH
OF A 25-ACRE TRACT PARCELED OUT OF THE 150-ACRE CITY TRACT I, VOL. 1292 PG. 689
OUT OF
PORCION 2, SURVEY 85, SECTION 2 CITY OF LAREDO A-232,
PORCION 3, SURVEY 86, SECTION 3 CITY OF LAREDO A-233
WEBB COUNTY COUNTY, TEXAS
NOTES:
1. BUILDINGS SHOWN DERIVED FROM GOOGLE EARTH TRACING.
2. CONTOURS DERIVED FROM USGS DOLORES RANCH GEOPDF.
3. BUILDINGS AND CONTOURS WERE NOT MADE FROM A SURVEY ON THE GROUND AND NOT SUITABLE FOR DESIGN PURPOSES.
APPROX. LOCATION 100 YEAR FLOOD ZONE-A FIRM PANEL NUMBER 48479C 0005G APRIL 2, 2008
11/13/2023 Took off Texas National Guard and replaced with Texas Department of Transportation
12/08/2023 Added City Limits per city ordinances
Project Control Listing
Point North East Elev Name
1044 17143515.337 604518.969 538.14 60D NAIL
1045 17142026.757 605008.065 541.72 IRFC-CEC-CONTROL
QUART 17143603.739 604617.984 540.15 1/2"IRSC-BASE STATION
Bearings, distances and coordinates are tied to the Texas Coordinate System, Lambert conic grid projection, NAD 83(CONUS) Texas South Zone 4205 positioned by static satellite observations and post-processed from Laredo RRP2 CORS Station TXLR, Laredo TXDOT CCTR CORS Station TXTR, and Fredericksburg CORS Station TXFR (NAD 83 (2011) epoch 2010.00). NAVD 88 orthometric elevations were derived from the GEOID18(CONUS) gravity model and vertically constrained to all three CORS Stations. Distances shown are grid with a combined scale factor of 0.99994567. Mean meridian convergence angle is (-)00°31'57".
PORCION 2, SURVEY 85, SECTION 2 CITY OF LAREDO A-232
BEX 1-1494
SUR. 27 AUGUST-12 SEPTEMBER 1872
BY J.D. MARTINEZ
VARIATION 10°E BEARINGS MARKED I=I
PTD. 5314 ACRES
QUART
1044
IRSC
S61°56'05"E 628.60'
N28°03'55"E 515.49'
362.21'
N28°03'55"E
S61°56'05"E 871.70'
N37°00'05"E 761.63'
1/2" IRF
CITY OF LAREDO TRACT "I" 150.00 ACRES (CALL) EXECUTED 25 SEPTEMBER 2002 VOLUME 1292, PAGE 689 D.R.W.C.T. (OUT OF 1359.38 ACRES VOLUME 1358, PAGE 645 D.R.W.C.T.)
CITY OF LAREDO TRACT "B" 5.11 ACRES (CALL) EXECUTED 25 SEPTEMBER 2002 VOLUME 1292, PAGE 748 D.R.W.C.T.
CITY OF LAREDO (LAMAZOS LOOP) TRACT "H" 1.052 ACRES (CALL) VOLUME 1292, PAGE 689 D.R.W.C.T.
TRACT "A" CITY OF LAREDO EXECUTED 25 SEPTEMBER 2002 VOLUME 1292, PAGE 748 D.R.W.C.T.
NETZMORE-DOLORES, LLC TRACT "B" 81.378 ACRES (CALL) FILED 28 AUGUST 2014 VOLUME 349, PAGE 492 D.R.W.C.T.
BARB WIRE FENCE
LAREDO CITY LIMITS (ORD. NO. 2023-O-006)
1/2" RF
N70°36'49"W 662.71'
5/8" WIRE FENCE
BARB WIRE FENCE
100.00'
45-FT-WIDE NON-EXCLUSIVE EASEMENT AND RIGHT-OF-WAY VOLUME 241, PAGE 580 D.R.W.C.T.
LAREDO CITY LIMITS (ORD. NO. 2023-O-006)
N60°56'05"W 2155.09'
N61°56'05"W 1500.00'
IRSC
CITY OF LAREDO TO STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS TRANSPORTATION COMMISION 25.00 ACRES (CALL) EXECUTED 28 SEPTEMBER 2022 VOLUME 5333, PAGE 272 D.R.W.C.T.
25.00 ACRES THIS SURVEY
PROJECT CONTROL
CITY OF LAREDO TRACT "I" 150.00 ACRES (CALL) EXECUTED 25 SEPTEMBER 2002 VOLUME 1292, PAGE 689 D.R.W.C.T. (OUT OF 1359.38 ACRES VOLUME 1358, PAGE 645 D.R.W.C.T.)
N
W
E
S
100 0 100 200
SCALE : 1" = 100'
LEGEND:
IRF = IRON ROD FOUND
IRFC = IRON ROD WITH CAP FOUND
IRSC = 5/8"IRON ROD WITH ALUMINUM CAP MARKED "AGDTX-BOUNDARY" SET
IPF = IRON PIPE FOUND
D.R.B.C.T. = DEED RECORDS, WEBB COUNTY, TEXAS
P.R.B.C.T. = PLAT RECORDS, WEBB COUNTY, TEXAS
FH = FIRE HYDRANT
LP = LIGHT POLE
OHE = OVERHEAD ELECTRIC
PP = ELECTRIC POWER POLE
WV = WATER VALVE
BARB WIRE FENCE
EDGE ASPHAL" PAVEMENT
POINT OF BEGINNING
5/8-INCH IRON ROD WITH ALUMINUM CAP STAMPED "AGDTX-BOUNDARY"
17,142,180.66'N
605,049.71'E
POINT OF COMMENCING
1/2"IRF
1/2" IRFC "RPLS 5060" S28°05'07"W 1467.58'
S28°05'07"W 472.94'
N28°05'07"W 877.70'
N28°05'07"W 100.00'
IRFC RPLS 5060
BARB WIRE FENCE
WATER TOWER
LAREDO CITY LIMITS (ORD. NO. 2018-O-150)
PINTO VALLE DRIVE (120' R.O.W.)
TOP OF CURB
EDGE OF ASPHALT
APPROX SURVEY LINE
PORCION 3, SURVEY 86, SECTION 3 CITY OF LAREDO A-233
BEX 1-1494
SUR. 27 AUGUST-12 SEPTEMBER 1872
BY SAMUEL M. JARVIS
VARIATION 10°E BEARINGS MARKED I=I
PTD. 5314 ACRES
FIRE FIGHTING TRAINING FACILITY LOT 1 VOLUME 22, BLOCK 1 P.R.W.C.T. 31-32
FIRE FIGHTING TRAINING FACILITY BUILDING
ZONED M-1 (LIGHT MANUFACTURING DISTRICT)
12' U.E.
20' U.E.
5M INDUSTRIAL CENTER, L.C. 40.00 ACRES (CALL) EXECUTED 6 JULY 2021 VOLUME 5061, 334 D.R.W.C.T.
NEBL 5M INDUSTRIAL CENTER, L.C. 40.00 ACRES VOL. 5061, 334
ZONED M-1 (LIGHT MANUFACTURING DISTRICT)
OHE
1045
BENT 1/2" IRF
5.782 ACRE RIGHT-OF-WAY DEDICATION VOLUME 222, PAGE 31-32 P.R.W.C.T.
LAREDO CITY LIMITS (ORD. NO. 2018-O-150)
ROZUM INDISTRIAL SUBDIVISION VOLUME 37, PAGE 53 P.R.W.C.T.
LOT 1 BLOCK 1 49.45 ACRES
ZONED M-1 (LIGHT MANUFACTURING DISTRICT)
90-FOOT RIGHT-OF-WAY RESERVE
LAND SURVEYOR
TEXAS MILITARY DEPARTMENT
Camp Mabry, Building 38
2200 W. 35th Street
Austin, Texas 78703
PH: 512-782-5796
TBPLS FIRM REGISTRATION NO: 10169200
I, David A. Rolbiecki, a Licensed State Land Surveyor in the State of Texas, do hereby certify that the foregoing survey was made by me on the ground, according to law, from August 10-11 2021, and that the limits, corners, and boundaries with the marks of the same, natural and artificial, are truly and correctly described and set forth in the forgoing plat and field notes, just as I found them on the ground.
Field notes accompany this plat in a separate document. This survey is not valid without my official seal and signature.
12/08/2023
David A. Rolbiecki, RPLS, LSLS
Registered Professional Land Surveyor No. 5919
Licensed State Land Surveyor No. 220012, as Agent for the State of Texas
APRIL, 202 LAREDO ACQUISITION

**TEXAS MILITARY DEPARTMENT**
TEXAS ARMY NATIONAL GUARD
POST OFFICE BOX 5218
AUSTIN, TX 78763-5218
(512) 782-5001

REPLY TO
ATTENTION OF

NGTX-CFM-ES

**FIELD NOTES FOR A 25-ACRE TRACT DESCRIBED IN A DEED TO THE STATE OF TEXAS FOR THE USE AND BENEFIT OF THE TEXAS DEPARTMENT OF TRANSPORTATION, VOLUME 5373, PAGE 272, DEED RECORDS, WEBB COUNTY, TEXAS; OUT OF PORCION 2, SURVEY 85, SECTION 2, CITY OF LAREDO A-232 AND PORCION 3, SURVEY 86, SECTION 3, CITY OF LAREDO A-233, WEBB COUNTY, TEXAS,**

**SITUATED** in Webb County, Texas, on the waters of Pinto Valle Creek, a tributary of the Rio Grande, about 16.4 miles N 38-1/2 Deg. W from the courthouse in Laredo, the county seat; out of Porcion 2, Survey 85, Section 2, City of Laredo A-232 and Porcion 3, Survey 86, Section 3, City of Laredo A-233; and being that tract of land surveyed by David A. Rolbiecki, Licensed State Land Surveyor No. 220012 on August 10-11, 2021, and described in a deed to the State of Texas for the Use and Benefit of The Texas Department Of Transportation for 25.00 acres (call), executed on September 28, 2022 and recorded in Volume 5373, Page 272, Deed Records, Webb County, Texas, said 25.00-acre tract was parceled out of that 150-acre City of Laredo Tract I, executed 25 September 2002, and recorded in Volume 1292, Page 689, Deed Records, Webb County, County, Texas; more particularly described below:

Bearings, distances and coordinates are tied to the Texas Coordinate System, Lambert conic grid projection, NAD 83(CONUS) Texas South Zone 4205 positioned by static satellite observations and post-processed from Laredo RRP2 CORS Station TXLR, Laredo TXDOT CCTR CORS Station TXTR, and Fredericksburg CORS Station TXFR (NAD 83 (2011) epoch 2010.00). NAVD 88 orthometric elevations were derived from the GEOID18(CONUS) gravity model and vertically constrained to all three CORS Stations. Distances shown are grid with a combined scale factor of 0.99994567. Mean meridian convergence angle is (-)00°31'57".

**COMMENCING** at a found 1/2-inch iron rod, marking the SEC of said City of Laredo Tract I common with the NEC of a tract of land

described in a deed to 5M Industrial Center, L.C. for 40.00 acres (call), executed on July 6, 2021 and recorded in Volume 5061, Page 334, Deed Records, Webb County, Texas; and being in the NWRWL of Pinto Valle Drive, a dedicated R.O.W. to the City of Laredo, recorded in Volume 22, Page 31-32, Plat Records, Webb County, County, Texas, whence a found 1/2-iron rod with cap stamped "RPLS 5060" in the NWRWL of said Pinto Valle Drive bears South 28°05'07" West 1467.58 feet;

**THENCE** North 28°05'07" East with the common line of said Pinto Valle Drive and said City of Laredo Tract I a distance of 100.00 feet to a 5/8-inch iron rod with aluminum cap stamped "AGDTX-BOUNDARY" set(17,142,180.66'N//605,049.71'E), marking the **POINT OF BEGINNING** and SEC of this tract;

**THENCE** leaving the NWL line of said Pinto Valle Drive and across said City of Laredo Tract I:

North 61°56'05" West 1500.00 feet to a 5/8-inch iron rod with aluminum cap stamped "AGDTX-BOUNDARY" set, marking the SWC corner of this tract, whence a found 1/2-iron rod marking an exterior corner of said 5M Industrial Center, L.C. tract, bears North 70°36'49" West 662.71 feet;

North 28°03'55" East 515.49 feet to a 5/8-inch iron rod with aluminum cap stamped "AGDTX-BOUNDARY" set, marking an exterior corner of this tract;

South 61°56'05" East 628.60 feet to a 5/8-inch iron rod with aluminum cap stamped "AGDTX-BOUNDARY" set, marking an interior corner of this tract;

North 28°03'55" East 362.21 feet to a 5/8-inch iron rod with aluminum cap stamped "AGDTX-BOUNDARY" set, marking the NWC corner of this tract;

South 61°56'05" East 871.70 feet to a 5/8-inch iron rod with aluminum cap stamped "AGDTX-BOUNDARY" set, marking the NEC corner of this tract, whence a found 1/2-iron rod marking the NEC of said City of Laredo Tract I, bears North 37°00'05" East 761.63 feet;

**THENCE** South 28°05'07" West, at 472.94 feet, pass a found 1/2-iron rod with cap stamped "RPLS 5060" NWC of said Pinto Valle Drive,

and continuing with the NWRWL of said Pinto Valle Drive for a total distance of 877.70 feet to the **POINT OF BEGINNING** and containing 25.00 acres of land.

I, David A. Rolbiecki, Licensed State Land Surveyor in the State of Texas, do hereby certify that the foregoing survey was made by me on the ground, according to law, from August 10-11, 2021, and that the limits, corners, and boundaries with the marks of the same, natural and artificial, are truly and correctly described and set forth in the forgoing plat and field notes, just as I found them on the ground.

12/08/2023

David A. Rolbiecki, RPLS, LSLS
Registered Professional Land Surveyor No. 5919
Licensed State Land Surveyor No. 220012, as Agent for the State of Texas

Texas Military Department
2200 W. 35th Street
Camp Mabry, Austin, TX 78703
512-782-5796
Friday, December 01, 2023 3:16:39 PM

PROJECT: Survey Group\Laredo Land Acquisition\Laredo Land Acquisition.pro

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CLOSURE REPORT

Coordinate values shown are computed based on the rounded bearing and distance, or chord bearing and chord lengths as indicated herein.
Boundary Name:

| Point Number | Description | Sta | Northing | Easting | Elevation |
|---|---|---|---|---|---|
| 1 | BDY | 0+00.00 | 17142180.6575 | 605049.7108 | |
| N61°56'05"W 1500.00 ft | | | | | |
| 2 | BDY | 15+00.00 | 17142886.3733 | 603726.0926 | |
| N28°03'55"E 515.49 ft | | | | | |
| 3 | BDY | 20+15.49 | 17143341.2479 | 603968.6189 | |
| S61°56'05"E 628.60 ft | | | | | |
| 4 | BDY | 26+44.09 | 17143045.5059 | 604523.3031 | |
| N28°03'55"E 362.21 ft | | | | | |
| 5 | BDY | 30+06.30 | 17143365.1244 | 604693.7147 | |
| S61°56'05"E 871.70 ft | | | | | |
| 6 | BDY | 38+78.00 | 17142955.0094 | 605462.9133 | |
| S28°05'07"W 877.70 ft | | | | | |
| 1 | BDY | 47+55.70 | 17142180.6605 | 605049.7052 | |

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Closing latitude = 0.00305
Closing departure = -0.00560
Closing bearing = S61°27'15"E
Closing distance = 0.00638
Total traverse length = 4755.70 (4755.70)
Total error of closure = 1/745955
Error of closure in latitude = 1/1561026
Error of closure in departure = 1/849186

Area = 1088995.84 Sq. Ft.
Area = 24.9999 Acres

12/1/2023

LICENSED STATE LAND SURVEYOR
TEXAS
STATE OF TEXAS
REGISTERED
DAVID A. ROLBIECKI
5919
PROFESSIONAL
LAND SURVEYOR

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| TRACT 1: Laredo Readiness Center Tract | | | Acres: | 25.00 | | | | | | | |
| | | | | | | | | | | | |
| APPLICANT: Texas Department of Transportation | | | | | | | | | | | |
| | | | | | | | | | | | |
| LOCATION: East of FM 1472 and North of Pinto Valle Drive | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| PROPOSED DEVELOPMENT: Armory. Proposed take down: 2024 - 2025 | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | **2024** | **2025** | **2026** | **2027** | **2028** | **2029** | **2030** | **2031** | **2032** | **2033** | **Build-out** |
| Estimated population per development year (not cumulative) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total acreage | 25.00 | 25.00 | 25.00 | 25.00 | 25.00 | 25.00 | 25.00 | 25.00 | 25.00 | 25.00 | 25.00 |
| Single family dwelling units | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 |
| Institutional | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Industrial/ commercial acreage | 25.00 | 25.00 | 25.00 | 25.00 | 25.00 | 25.00 | 25.00 | 25.00 | 25.00 | 25.00 | 25.00 |
| Park/Open Space (acres) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| Taxable Value (cumulative) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| GENERAL FUND (cumulative; rates shown are static, in all likelihood some increase will occur) | | | | | | | | | | | |
| Taxes: Property | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Garbage Fees | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Stormwater Fees | 0 | 0 | 1,440 | 1,440 | 1,440 | 1,440 | 1,440 | 1,440 | 1,440 | 1,440 | 1,440 |
| TOTAL | 0 | 0 | 1,440 | 1,440 | 1,440 | 1,440 | 1,440 | 1,440 | 1,440 | 1,440 | 1,440 |
| *Garbage fees are not applicable to industrial sites because City of Laredo is not capable of providing services. They are serviced by private providers. | | | | | | | | | | | |
| | | | | | | | | | | | |
| GENERAL FUND EXPENDITURES - data based on per capita cost; cost data not available for commercial/industrial properties. | | | | | | | | | | | |
| Police | 751 | 751 | 751 | 751 | 751 | 751 | 751 | 751 | 751 | 751 | 751 |
| Fire & EMS | 675 | 675 | 675 | 675 | 675 | 675 | 675 | 675 | 675 | 675 | 675 |
| Sanitation/Street Maintenance | 0 | 0 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 | 95 |
| TOTAL | 1,426 | 1,426 | 1,521 | 1,521 | 1,521 | 1,521 | 1,521 | 1,521 | 1,521 | 1,521 | 1,521 |
| | | | | | | | | | | | |
| REVENUES LESS EXPENDITURES | -$1,426 | -$1,426 | -$81 | -$81 | -$81 | -$81 | -$81 | -$81 | -$81 | -$81 | -$81 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| ENTERPRISE SYSTEM REVENUES (cumulative) | | | | | | | | | | | |
| Water System | 0 | 0 | 806 | 822 | 838 | 855 | 872 | 889 | 907 | 925 | 925 |
| Wastewater System | 0 | 0 | 609 | 621 | 633 | 646 | 659 | 672 | 686 | 699 | 699 |
| | | | | | | | | | | | |
| ENTERPRISE SYSTEM EXPENDITURES (cumulative) | | | | | | | | | | | |
| Water System | 0 | 0 | 776 | 791 | 807 | 823 | 840 | 857 | 874 | 891 | 891 |
| Wastewater System | 0 | 0 | 584 | 596 | 607 | 620 | 632 | 645 | 658 | 671 | 671 |
| | | | | | | | | | | | |
| SYSTEM PROFIT/ (LOSS) | $0 | $0 | $55 | $56 | $57 | $58 | $59 | $60 | $62 | $63 | $63 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| Additional revenues (at proposed rates): | | $48,178 | for water treatment capacity | | | | | | | | |
| | | $48,178 | for wastewater treatment capacity | | | | | | | | |
| | | | | | | | | | | | |
| RECOMMENDATION: Approval | | | | | | | | | | | |

## City Council

**Meeting Date:** 8/5/2024 **Final Readings 7.**

**SUBJECT**
Concerning a voluntary annexation application by Ramona Cean on behalf of Terraval, LLC., altering and extending the boundary limits of the City of Laredo, annexing additional territory of 10.40 acres, more or less, located north of FM 1472 and south of Pinto Valle Drive. Providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District).

The Planning and Zoning Commission recommended approval of the annexation and initial zoning.

Staff supports the application and initial zoning.

AN-003-2024
District VII - Cm. Vanessa Perez

**PREVIOUS COUNCIL ACTION**
This item was introduced by the Honorable Vanessa Perez at the regular council meeting of July 22, 2024.

Pursuant to Ordinance 2020-O-130, there are two (2) annexation cycles per year.

**BACKGROUND**
Texas Local Government Code Section 43.0673 requires a public hearing before City Council. The public hearing was held on June 24, 2024. The petition for annexation was presented before the Planning and Zoning Commission on May 16, 2024 for a recommendation. The petition for annexation will subsequently go before City Council for final reading of the ordinance on August 5, 2024.

Tract 3 is as follows:

Voluntary Annexation:
Tract 3 - 10.40 acres, more or less, located north of FM 1472 and south of Pinto Valle Drive.

Petitioner: Ramona Cean on behalf of Terraval, LLC.

**COMMITTEE RECOMMENDATION**
The Planning and Zoning Commission reviewed the proposed annexation and zoning designation on May 16, 2024, and in a 6 to 0 vote, recommended approval of the annexation and initial zoning.

Proposed Use: M-1 (Light Manufacturing District) - Existing platted lot used for transport and

warehousing.

Site: The tract contains a warehouse within an existing platted lot known as Lot 1, Block 1, Forza Transportation, Unit 1.

Surrounding land uses: Adjacent to this tract and to the north is vacant undeveloped land. To the east and west are existing communications towers. To the south, and across FM 1472 is an aggregate materials/excavation facility.

Comprehensive Plan: The Future Land Use Map identifies this tract as Medium Density Residential with a portion not designated. RE:
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Future Transportation Plan identifies Pinto Valle Drive as an Industrial Collector. FM 1472 is identified as an Expressway. RE:
https://www.cityoflaredo.com/departments/planning-and-zoning/plans

Letters sent to surrounding property owners: 4 In Favor: 0 Opposed: 0

**STAFF RECOMMENDATION**
Staff supports the annexation.

Staff supports the initial zoning. While not in conformance with the Future Land Use designation of Medium Density Residential, the existing warehouse and truck yard is not out of character with the aggregate material/excavation facility to the south and the Pinto Valle Industrial Park to the northwest. Additionally, the site is flanked by two communications towers to the northwest and southeast.

IMPACT ANALYSIS
M-1 (Light Manufacturing District):
The purpose of the M-1 (Light Manufacturing District) is to encourage the development of manufacturing and wholesale business establishments which are clean, quiet, and free of hazardous or objectionable elements such as noise, odor, dust, smoke or glare. Research activities are encouraged. This district is further designed to act as a transitional use between heavy industrial uses and other less intense and residential uses.

Is this change contrary to the established land use pattern?
No. The land to north, east, and west is undeveloped. The Pinto Valle Industrial Park is located to the northwest. To the southwest across the highway is an aggregate extraction facility.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The surrounding areas are unzoned except the area to the south which is zoned AG. Across FM 1472, the area is zoned B-3.

Will change adversely influence living conditions in the neighborhood?
No. There are no residential neighborhoods in the area.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?

N/A

## Fiscal Impact

| | |
|---|---|
| Fiscal Year: | Click or tap here to enter text. |
| Budgeted Y/N?: | Click or tap here to enter text. |
| Source of Funds: | Click or tap here to enter text. |
| Account #: | Click or tap here to enter text. |
| Change Order: Exceeds 25% Y/N: | Click or tap here to enter text. |

**FINANCIAL IMPACT:**
Click or tap here to enter text.

**ORDINANCE NO. 2024-O-141**

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 10.40 ACRES, MORE OR LESS, LOCATED NORTH OF FM 1472 AND SOUTH OF PINTO VALLE DRIVE. PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF M-1 (LIGHT MANUFACTURING DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit “A”; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, a public hearing was held in compliance with Article 43.0673, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearing was duly given, as provided by law, and such hearing was held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearing, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land containing 10.40 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and

the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as M-1 (Light Manufacturing District).

Section 4: Severability

If any provision, section subsection, sentence, clause, or phrase of this ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5: Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the city hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

**CITY OF LAREDO**
**ANNEXATION AGREEMENT AND SERVICE PLAN**
**TRACT 3**
**TERRAVAL TRACT**

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.003 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Ramona Cean, on behalf of Terraval, LLC., has filed a voluntary petition with the City of Laredo for the annexation of a 10.40 acre tract of land, said tract of land being more particularly described by metes and bounds on the attached Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.0672 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars ($750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and Terraval, LLC., being the parties to this A**NNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 10.40 acres of land, more or less, belonging to Terraval, LLC.

## SERVICE PLAN

A petition for annexation from Terraval, LLC., was received for property designated as "Tract 3 (Terraval Tract)" described by metes and bounds in Exhibit "A" of this Annexation Agreement and Service Plan and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.0672 of the Texas Local Government Code and was available for review by the public at hearings duly held on June 24, 2024. Public notice of the hearings was provided on June 9, 2024, not more than twenty or less than ten days before the hearings as provided in Section 43.0673 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.

2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 13, which is located approximately 4.0 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.

3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

| | |
|---|---|
| Lots under 10,000 sq.ft. | $1,288.71/lot (135 gpcd X 3.7 person/lot X $2.58/gal) |
| Lots over 10,000 sq.ft. | $1,927.12/lot |

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

| | |
|---|---|
| Less than 1.0 acres | $1,284.68/lot |
| Lots 1 acre and Fraction: | $1,927.12/acre |

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

| | |
|---|---|
| Lots under 10,000 sq.ft. | $2,186.70/lot (100 gpcd X 3.7 person/lot X $5.91/gal) |
| Lots over 10,000 sq.ft. | $2,569.51/lot |

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:

| | |
|---|---|
| Less than 5.0 acres | $1,579.50/acre (15 people/ac. X 18 gallons/person/day X $5.85 gallon=$1,579.50) |
| More than 5.01 acres | $1,927.12/acre |

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: Any future residential developments proposed to be constructed on the annexed property must satisfy all requirements for parkland and improvement fees, as defined in the most recently adopted Parkland Dedication Ordinance.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service

plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Tract is subject to participate in applicable Northwest Laredo Wastewater Rehabilitation improvements directly or through LUE fees in proportion to the service area.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner. This *Section 3. Land Use* shall survive the expiration of this agreement.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

**THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO AND EXECUTED ON THIS_____DAY OF____, 2024.**

**CITY OF LAREDO,**
**a Texas Municipal Corporation**

**By: _____**
**Joseph Neeb**
**City Manager**

**ATTESTED:**

_____
**Mario Maldonado, Jr.**
**City Secretary**

**Terraval, LLC.**

**By:** _____
**Ramona Cean**
**Authorized Representative**

**APPROVED AS TO FORM:**

_____
**Doanh "Zone" T. Nguyen**
**City Attorney**

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ___ day of _____ , 2024 by Joseph Neeb, for and on behalf of the City of Laredo.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ___ day of _____, 2024 by Ramona Cean, on behalf of Terraval, LLC.

_____
Notary Public, State of Texas

AERIAL MAP

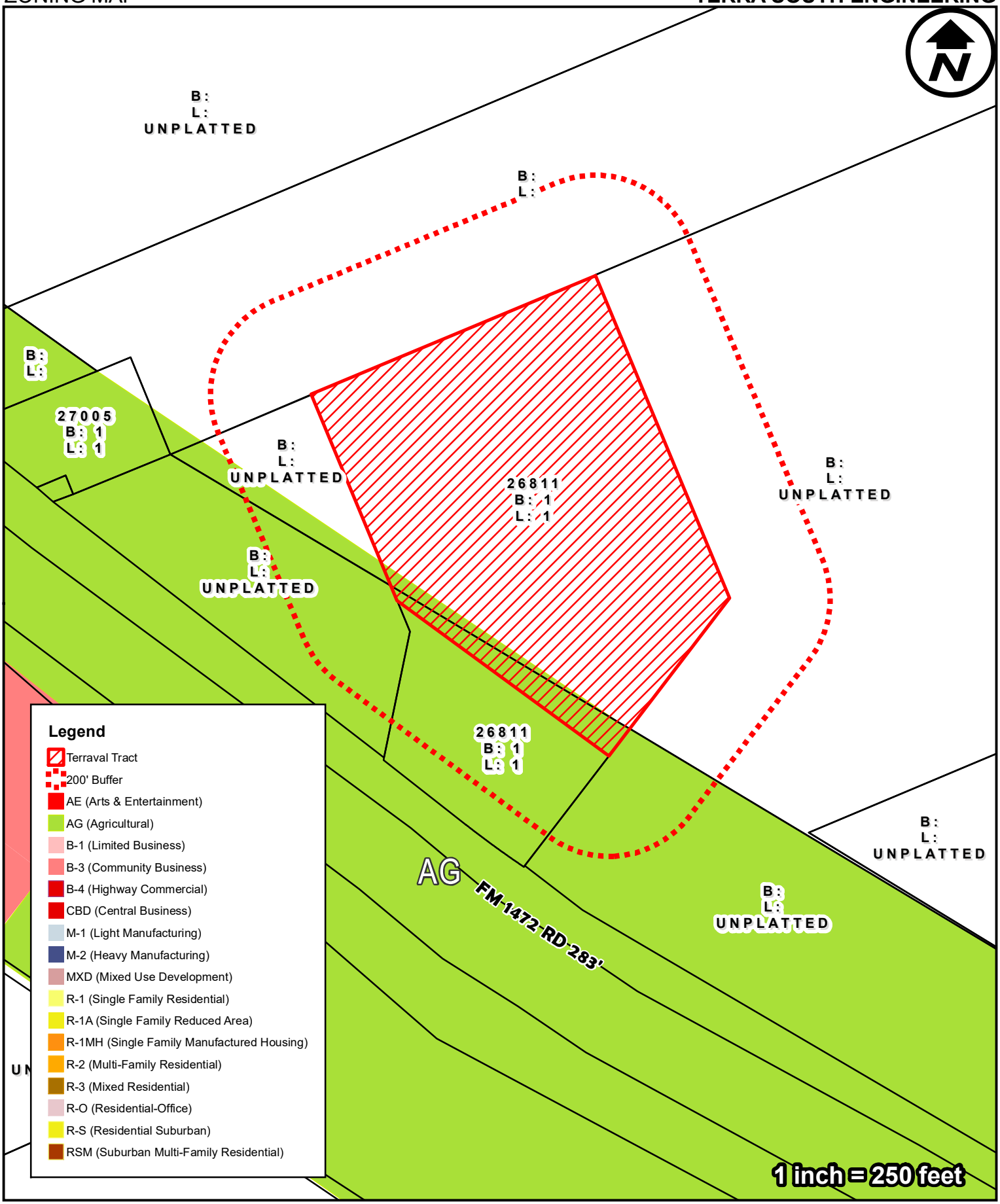
TERRA SOUTH ENGINEERING

City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentgrou conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability fo any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The us this data indicates your unconditional acceptance of all risks associated with the use of this data.

**TRACT 3** **TERRAVAL TRACT** **10.4 ACRES**

ZONING MAP **TERRA SOUTH ENGINEERING**




*City of Laredo Planning Department*
*1413 Houston Street*
*Laredo, Texas 78040*

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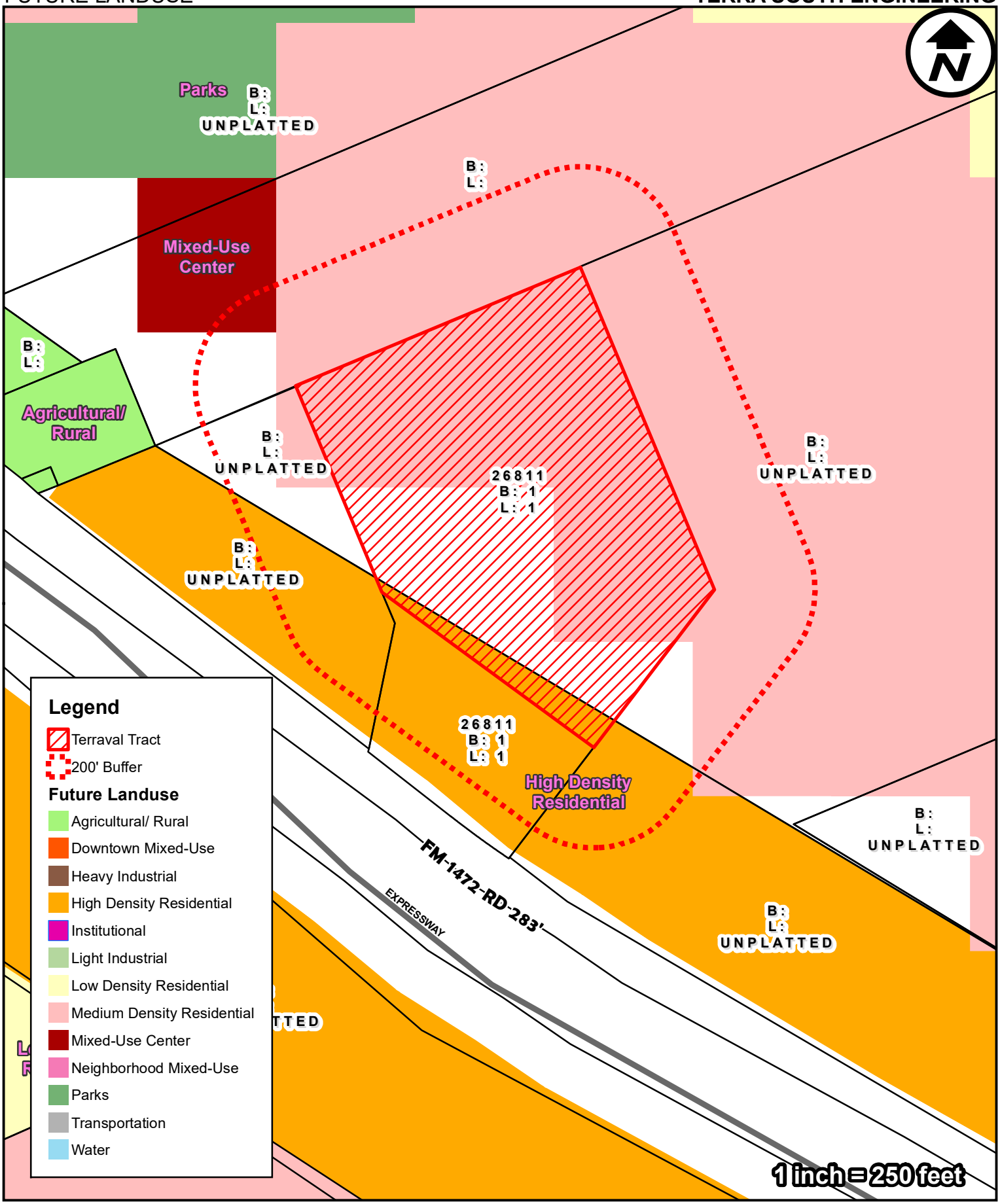
**TRACT 3** **TERRAVAL TRACT** **10.4 ACRES**

FUTURE LANDUSE **TERRA SOUTH ENGINEERING**




*City of Laredo Planning Department*
*1413 Houston Street*
*Laredo, Texas 78040*

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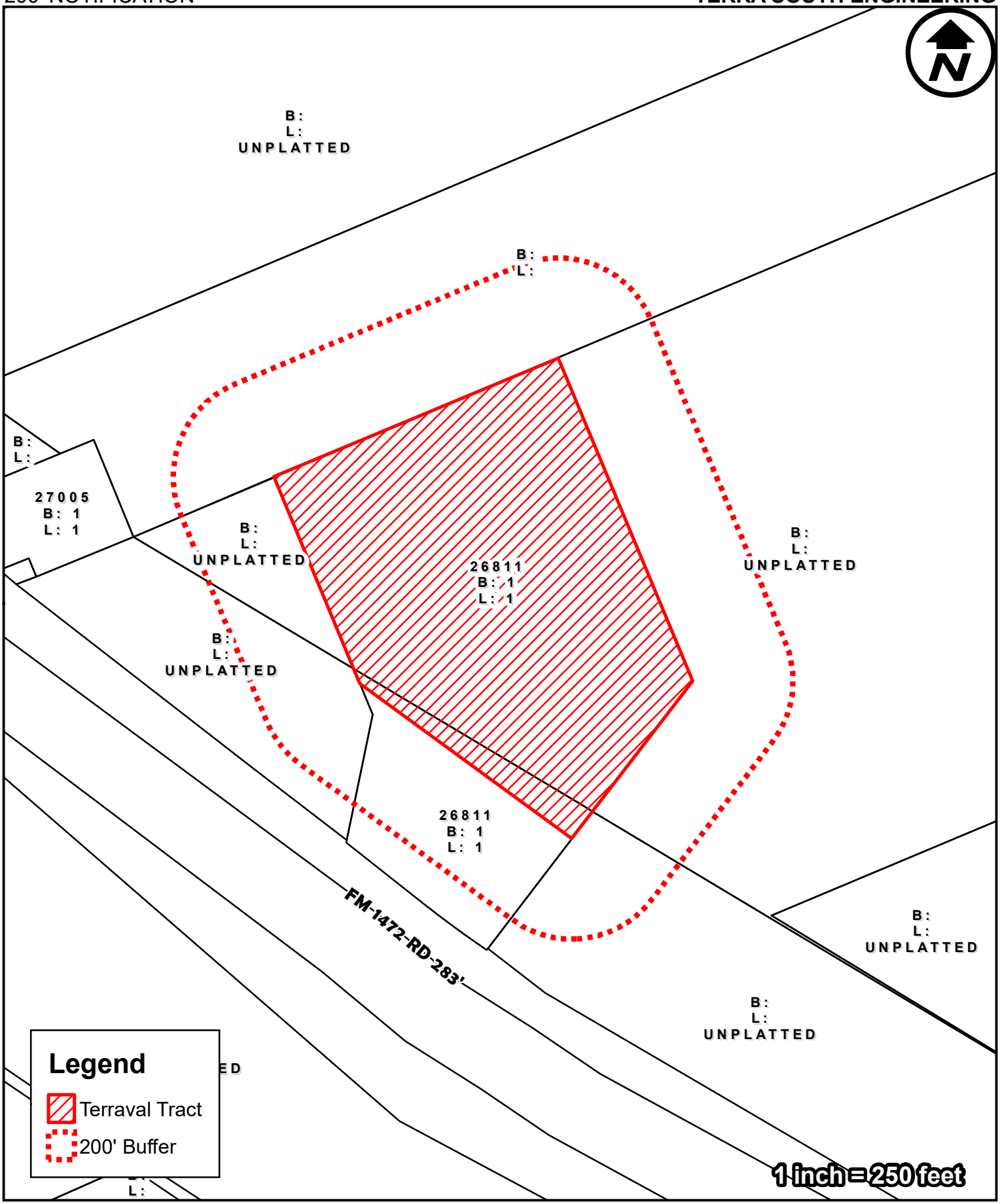
**TRACT 3** | **TERRAVAL TRACT** | **10.4 ACRES**

200' NOTIFICATION | **TERRA SOUTH ENGINEERING**





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*1413 Houston Street*
*Laredo, Texas 78040*



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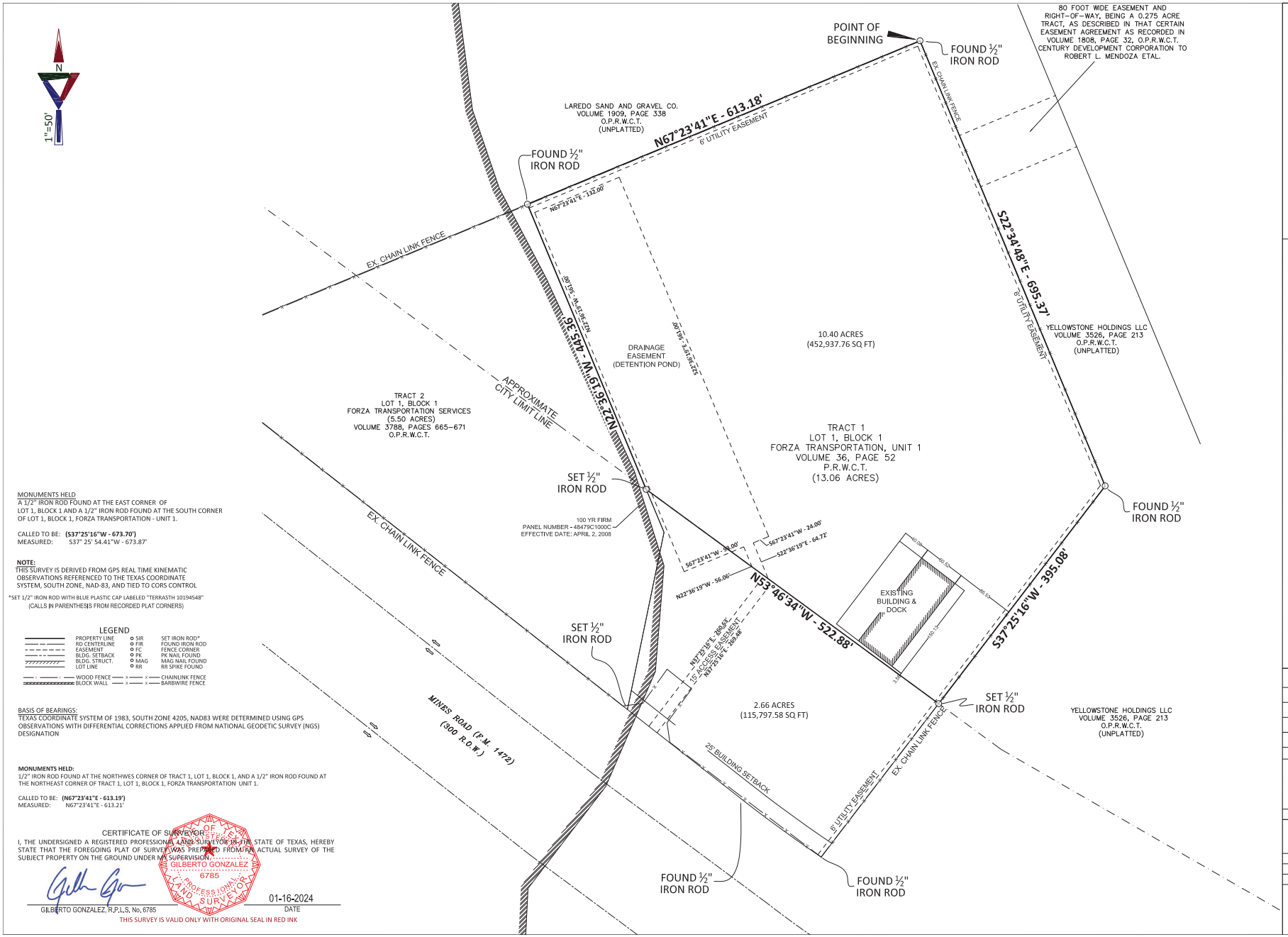



MONUMENTS HELD
A 1/2" IRON ROD FOUND AT THE EAST CORNER OF LOT 1, BLOCK 1 AND A 1/2" IRON ROD FOUND AT THE SOUTH CORNER OF LOT 1, BLOCK 1, FORZA TRANSPORTATION - UNIT 1.

CALLED TO BE: **(S37°25'16"W - 673.70')**
MEASURED: S37° 25' 54.41"W - 673.87'

**NOTE:**
THIS SURVEY IS DERIVED FROM GPS REAL TIME KINEMATIC OBSERVATIONS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH ZONE, NAD-83, AND TIED TO CORS CONTROL

*SET 1/2" IRON ROD WITH BLUE PLASTIC CAP LABELED "TERRASTH 10194548" (CALLS IN PARENTHESIS FROM RECORDED PLAT CORNERS)

LEGEND

| | | | |
|---|---|---|---|
| PROPERTY LINE | SIR | SET IRON ROD* | |
| RD CENTERLINE | FIR | FOUND IRON ROD | |
| EASEMENT | FC | FENCE CORNER | |
| BLDG. SETBACK | PK | PK NAIL FOUND | |
| BLDG. STRUCT. | MAG | MAG NAIL FOUND | |
| LOT LINE | RR | RR SPIKE FOUND | |
| WOOD FENCE | | CHAINLINK FENCE | |
| BLOCK WALL | | BARBWIRE FENCE | |

BASIS OF BEARINGS:
TEXAS COORDINATE SYSTEM OF 1983, SOUTH ZONE 4205, NAD83 WERE DETERMINED USING GPS OBSERVATIONS WITH DIFFERENTIAL CORRECTIONS APPLIED FROM NATIONAL GEODETIC SURVEY (NGS) DESIGNATION

**MONUMENTS HELD:**
1/2" IRON ROD FOUND AT THE NORTHWES CORNER OF TRACT 1, LOT 1, BLOCK 1, AND A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF TRACT 1, LOT 1, BLOCK 1, FORZA TRANSPORTATION UNIT 1.

CALLED TO BE: **(N67°23'41"E - 613.19')**
MEASURED: N67°23'41"E - 613.21'

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING PLAT OF SURVEY WAS PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS
GILBERTO GONZALEZ
6785
PROFESSIONAL LAND SURVEYOR

GILBERTO GONZALEZ, R.P.L.S, No, 6785 — 01-16-2024 DATE

THIS SURVEY IS VALID ONLY WITH ORIGINAL SEAL IN RED INK


TERRA SOUTH ENGINEERING
Laredo, Texas 78041
219 West Village Boulevard,
P 956-701-5463
TBPE Firm Registration No. 14543
TBPLS Firm Registration No. 10194548
www.terrasouth.com


LEGAL DESCRIPTION

10.40 ACRES OUT OF LOT 1 BLOCK 1,
FORZA TRANSPORTATION (13.06 ACRES) - UNIT 1
VOLUME 36, PAGE 52, P.R.W.C.T.

REVISION NOTES:

PROJECT NO: TSE4536-04

TITLE:
LOT SURVEY

ISSUE DATE: JANUARY 10 , 2024

SUBMISSION:
EXHIBIT DOCUMENTS

SCALE: 1" = 50'
DRAWN BY: J.T.
CHECKED BY: G.G

SHEET:
1.0

TERRA SOUTH ENGINEERING
REINFORCED CONCRETE DESIGN SITE CIVIL DESIGN LAND DEVELOPMENT

**METES AND BOUNDS DESCRIPTION**
**10.40 acres out of Lot 1 Block 1, Forza Transportation Unit**
**Webb County, Texas**

A tract of land containing 10.40 acres, more or less, partitioned out of Tract 1 Lot 1 Block 1, Forza Transportation Unit 1, Recorded in Volume 36, Page 52, Webb County Map Records, being more particularly described by metes & bounds as follows, to wit:

BEGINNING at a 1/2" iron rod found at a fence on the occupied and recognized southeasterly line of a tract of land that conveyed to LAREDO SAND AND GRAVEL CO., as recorded in Volume 1909, Pag 338, O.P.R.W.C.T., this 1/2" iron rod is the most northerly northwest corner of that certain tract of land that was conveyed to YELLOWSTONE HOLDINGS LLC as recorded in Volume 3526, Pag 213, Official Public Records of Webb County, Texas, the northeast corner hereof;

THENCE, **S 22°34'48" E**, along the common boundary between this Tract 1 and said YELLOWSTONE HOLDINGS LLC tract, **a distance of 695.37 feet** to a found 1/2" iron rod, for the southeasterly corner hereof;

THENCE, **S 37°25' 16" W**, along the common boundary of this Tract 1 and said YELLOWSTONE HOLDINGS LLC tract, **a distance of 395.08 feet** to a set 1/2" iron rod, to a point on the existing City of Laredo City Limits line, for the southeasterly corner hereof;

THENCE, **N 53°46'34" W**, over and across said Tract 1 Lot 1 Block 1 and along said City of Laredo City Limits line, **a distance of 522.88 feet** to a set 1/2" iron rod set, being a point on the northeast line of Tract 2 Lot 1, Block 1, Forza Transportation Services (5.50 acres), recorded in Volume 3788, Pages 665-671, Official Public Records of Webb County, Texas, for a deflection corner hereof;

THENCE, **N 22°36'19" W**, along the common boundary line of this Tract 1 and said Tract 2, **a distance of 445.36 feet** to a 1/2" iron rod set, same rod being on the common boundary between this Tract 1 and said Tract 2 FORZA TRANSPORTATION SERVICES, also being on the southeast line of aforementioned Laredo Sand and Gravel Co. the northwesterly corner hereof,

THENCE, **N 67°23'41" E**, along an existing fence on the occupied and recognized northwesterly line of this tract and southeasterly line of the aforementioned LAREDO SAND AND GRAVEL CO. Tract, **a distance of 613.18 feet** to the POINT OF BEGINNING of this tract of land containing 10.40 acres, more or less.

**Basis of Bearings:**
NAD83 / NAV83 STATE PLANE TEXAS SOUTH GRID COORDINATES SYSTEM RTK BASE COORDINATES WERE DETERMINED USING GPS OBSERVATIONS WITH DIFFERENTIAL CORRECTIONS APPLIED FROM NATIONAL GEODETIC SURVEY (NGS) DESIGNATION.

**Monuments Held:**
1/2" IRON ROD FOUND AT THE NORTHWES CORNER OF TRACT 1, LOT 1, BLOCK 1, AND A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF TRACT 1, LOT 1, BLOCK 1, FORZA TRANSPORTATION UNIT 1.

CALLED TO BE: **(N67°23'41"E – 613.19')**
MEASURED: N67°23'41"E – 613.21'

**STATE OF TEXAS:**
**COUNTY OF WEBB:**
I, **Gilberto Gonzalez**, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above captioned "Field Notes" and attached "Drawings" was prepared from an actual Survey performed on the ground under my supervision.

REGISTERED GILBERTO GONZALEZ 6785 PROFESSIONAL LAND SURVEYOR

RPLS No. 6785 - Texas

01-16-2024
Current Date

TERRA SOUTH ENGINEERING

REINFORCED CONCRETE DESIGN SITE CIVIL DESIGN LAND DEVELOPMENT

# BOUNDARY CLOSURE
## for 10.40 acres out of Lot 1 Block 1, Forza Transportation – Unit 1

Closure Summary
- Precision, 1 part in: 481979.563'
- Error distance: 0.006'
- Error direction: S50° 14' 37.11"W
- Area: 452937.76 Sq. Ft.
- Square area: 452937.762
- Perimeter: 2671.870'

Point of Beginning
- Easting: 606979.4028'
- Northing: 17135744.9746'

Side 1: Line
- Direction: S22° 34' 48.00"E
- Angle: [-022.5800 (d)]
- Deflection angle: [157.4200 (d)]
- Distance: 695.370'
- Easting: 607246.4062'
- Northing: 17135102.9086'

Side 2: Line
- Direction: S37° 25' 16.00"W
- Angle: [-119.9989 (d)]
- Deflection angle: [060.0011 (d)]
- Distance: 395.080'
- Easting: 607006.3285'
- Northing: 17134789.1397'

Side 3: Line
- Direction: N53° 46' 34.00"W
- Angle: [-091.1972 (d)]
- Deflection angle: [088.8028 (d)]
- Distance: 522.880'
- Easting: 606584.5139'
- Northing: 17135098.1315'

Side 4: Line
- Direction: N22° 36' 19.00"W
- Angle: [-148.8292 (d)]
- Deflection angle: [031.1708 (d)]
- Distance: 445.360'
- Easting: 606413.3263'
- Northing: 17135509.2767'

Side 5: Line
- Direction: N67° 23' 41.00"E
- Angle: [-090.0000 (d)]
- Deflection angle: [090.0000 (d)]
- Distance: 613.180'
- Easting: 606979.3986'
- Northing: 17135744.9710'

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| TRACT 3: Terreval Tract | | | Acres: | 10.40 | | | | | | | |
| | | | | | | | | | | | |
| APPLICANT: Ramona Cean - Terrava LLC | | | | | | | | | | | |
| | | | | | | | | | | | |
| LOCATION: North of FM 1472 and South of Pinto Valle Drive | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| PROPOSED DEVELOPMENT: Industrial. Proposed take down: Area Platted | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | **2024** | **2025** | **2026** | **2027** | **2028** | **2029** | **2030** | **2031** | **2032** | **2033** | **Build-out** |
| Estimated population per development year | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total acreage | 10.40 | 10.40 | 10.40 | 10.40 | 10.40 | 10.40 | 10.40 | 10.40 | 10.40 | 10.40 | 10.40 |
| Single family dwelling units | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 |
| Institutional | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Industrial/ commercial acreage | 10.40 | 10.40 | 10.40 | 10.40 | 10.40 | 10.40 | 10.40 | 10.40 | 10.40 | 10.40 | 10.40 |
| Park/Open Space (acres) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| Taxable Value (cumulative) | 1,520,700 | 1,520,700 | 1,520,700 | 1,520,700 | 1,520,700 | 1,520,700 | 1,520,700 | 1,520,700 | 1,520,700 | 1,520,700 | 1,520,700 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| GENERAL FUND (cumulative; rates shown are static, in all likelihood some increase will occur) | | | | | | | | | | | |
| Taxes: Property | 8,120 | 8,120 | 8,120 | 8,120 | 8,120 | 8,120 | 8,120 | 8,120 | 8,120 | 8,120 | 8,120 |
| Garbage Fees | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Stormwater Fees | 0 | 0 | 1,440 | 1,440 | 1,440 | 1,440 | 1,440 | 1,440 | 1,440 | 1,440 | 1,440 |
| TOTAL | 8,120 | 8,120 | 9,560 | 9,560 | 9,560 | 9,560 | 9,560 | 9,560 | 9,560 | 9,560 | 9,560 |
| *Garbage fees are not applicable to industrial sites because City of Laredo is not capable of providing services. They are serviced by private providers. | | | | | | | | | | | |
| | | | | | | | | | | | |
| GENERAL FUND EXPENDITURES - data based on per capita cost; cost data not available for commercial properties. | | | | | | | | | | | |
| Police | 751 | 751 | 751 | 751 | 751 | 751 | 751 | 751 | 751 | 751 | 751 |
| Fire & EMS | 675 | 675 | 675 | 675 | 675 | 675 | 675 | 675 | 675 | 675 | 675 |
| Sanitation/Street Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL | 1,426 | 1,426 | 1,426 | 1,426 | 1,426 | 1,426 | 1,426 | 1,426 | 1,426 | 1,426 | 1,426 |
| | | | | | | | | | | | |
| REVENUES LESS EXPENDITURES | $6,694 | $6,694 | $8,134 | $8,134 | $8,134 | $8,134 | $8,134 | $8,134 | $8,134 | $8,134 | $8,134 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| ENTERPRISE SYSTEM REVENUES (cumulative) | | | | | | | | | | | |
| Water System | 774 | 790 | 806 | 822 | 838 | 855 | 872 | 889 | 907 | 925 | 925 |
| Wastewater System | 585 | 597 | 609 | 621 | 633 | 646 | 659 | 672 | 686 | 699 | 699 |
| | | | | | | | | | | | |
| ENTERPRISE SYSTEM EXPENDITURES (cumulative) | | | | | | | | | | | |
| Water System | 746 | 761 | 776 | 791 | 807 | 823 | 840 | 857 | 874 | 891 | 891 |
| Wastewater System | 561 | 572 | 584 | 596 | 607 | 620 | 632 | 645 | 658 | 671 | 671 |
| | | | | | | | | | | | |
| SYSTEM PROFIT/ (LOSS) | $53 | $54 | $55 | $56 | $57 | $58 | $59 | $60 | $62 | $63 | $63 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| Additional revenues (at proposed rates): | | $20,042 | for water treatment capacity | | | | | | | | |
| | | $20,042 | for wastewater treatment capacity | | | | | | | | |
| | | | | | | | | | | | |
| RECOMMENDATION: Approval | | | | | | | | | | | |

**Meeting Date:** 8/5/2024 **Final Readings 8.**

**SUBJECT**
Concerning a voluntary annexation application by Radcliffe Killam, II on behalf of Killam Ranch Properties, LTD., altering and extending the boundary limits of the City of Laredo, annexing additional territory of 477.8249 acres, more or less, located north of Union Pacific Boulevard and west of International Boulevard. Providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District).

The Planning and Zoning Commission recommended approval of the annexation and recommended denial of the proposed initial zoning of M-1 for the entire tract, but instead recommended a B-3 zoning designation for an area being a seven hundred fifty foot buffer along the eastern edge of the tract as it abuts the western edge of the United High School Main Campus, United High School 9th Grade Campus, and the proposed Killam-Charco Elementary School, and an R-1 zoning designation for an area being a seven hundred fifty foot buffer along the northern and eastern edge of the tract as it abuts the northern edge of the proposed Killam-Charco Elementary School and the western edge of the International Boulevard Extension.

Staff supports the application and does not support the initial zoning of M-1 for the entire 477.8249 acre tract. Staff supports a B-3 zoning designation for an area being a one thousand foot buffer along the eastern edge of the tract as it abuts the western edge of the United High School Main Campus, United High School 9th Grade Campus and proposed Killam-Charco Elementary School. Furthermore, staff supports an R-1 zoning designation for an area being a one thousand foot buffer along the northern and eastern edge of the proposed Killam-Charco Elementary School and the western edge of the International Boulevard Extension.

AN-002-2024
District VI - Cm. Dr. David Tyler King

**PREVIOUS COUNCIL ACTION**
This item was introduced by the Honorable Dr. David Tyler King at the regular council meeting of July 22, 2024.

Pursuant to Ordinance 2020-O-130, there are two (2) annexation cycles per year.

**BACKGROUND**
Texas Local Government Code Section 43.0673 requires a public hearing before City Council. The public hearing was held on June 24, 2024. The petition for annexation was presented before the Planning and Zoning Commission on May 16, 2024 for a recommendation. The petition for annexation will subsequently go before City Council for final reading of the ordinance on August 5,

2024.

Tract 2 is as follows:

Voluntary Annexation:
Tract 2 - 477.8249 acres, more or less, located north of Union Pacific Boulevard and west of International Boulevard.

Petitioner: Radcliffe Killam, II on behalf of Killam Ranch Properties, LTD.

**COMMITTEE RECOMMENDATION**
The Planning and Zoning Commission reviewed the proposed annexation and zoning designation on May 16, 2024, and in a 6 to vote, recommended approval of the annexation and recommended denial of the proposed initial zoning of M-1 for the entire tract, but instead recommended a B-3 zoning designation for an area being a seven hundred fifty foot buffer along the eastern edge of the tract as it abuts the western edge of the United High School Main Campus, United High School 9th Grade Campus, and the proposed Killam-Charco Elementary School, and an R-1 zoning designation for an area being a seven hundred fifty foot buffer along the northern and eastern edge of the tract as it abuts the northern edge of the proposed Killam-Charco Elementary School and the western edge of the International Boulevard Extension.
Proposed use: M-1 (Light Manufacturing District) - Warehousing

Site: Vacant undeveloped land.

Surrounding land uses: Adjacent to this tract to the east and southeast is the United High School Main Campus, United High School 9th Grade Campus, and the proposed Killam Charco Elementary School. Adjacent to this tract to the north and west is vacant undeveloped land. To the south is the San Isidro East Point Center Industrial Park.

Comprehensive Plan: The Future Land Use Map identifies this tract as Light Industrial, High Density Residential, Medium Density Residential, and Low Density Residential:
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Future Transportation Plan identifies International Boulevard as a Minor Arterial. Union Pacific Boulevard is not identified. RE:
https://www.cityoflaredo.com/departments/planning-and-zoning/plans

Letters sent to surrounding property owners: 24 In Favor: 0 Opposed: 0

**STAFF RECOMMENDATION**
Staff supports the annexation.

Staff does not support the initial zoning of M-1 for the entire 477.8249 acre tract. Staff supports a B-3 zoning designation for an area being a one thousand foot buffer along the eastern edge of the tract as it abuts the western edge of the United High School Main Campus, United High School 9th Grade Campus and proposed Killam-Charco Elementary School. Furthermore, staff supports an R-1 zoning designation for an area being a one thousand foot buffer along the northern and eastern edge of the proposed Killam-Charco Elementary School and the western edge of the International Boulevard

Extension.

IMPACT ANALYSIS
M-1 (Light Manufacturing District):
The purpose of the M-1 Light Manufacturing District is to encourage the development of manufacturing and wholesale business establishments which are clean, quiet, and free of hazardous or objectionable elements such as noise, odor, dust, smoke or glare. Research activities are encouraged. This district is further designed to act as a transitional use between heavy industrial uses and other less intense and residential uses.

Is this change contrary to the established land use pattern?
Yes. There are schools to the east of the tract.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes. The area to the east is zoned R-1 (Single Family Residential).

Will change adversely influence living conditions in the neighborhood?
Yes. There are schools to the east. Tractor trailer traffic may merge with school and residential traffic.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
N/A

## Fiscal Impact

| | |
|---|---|
| Fiscal Year: | Click or tap here to enter text. |
| Budgeted Y/N?: | Click or tap here to enter text. |
| Source of Funds: | Click or tap here to enter text. |
| Account #: | Click or tap here to enter text. |
| Change Order: Exceeds 25% Y/N: | Click or tap here to enter text. |

**FINANCIAL IMPACT:**
Click or tap here to enter text.

**ORDINANCE NO. 2024-O-140**

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 477.8249 ACRES, MORE OR LESS, LOCATED NORTH OF UNION PACIFIC BOULEVARD AND WEST OF INTERNATIONAL BOULEVARD. PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF M-1 (LIGHT MANUFACTURING DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit “A”; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, a public hearing was held in compliance with Article 43.0673, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearing was duly given, as provided by law, and such hearing was held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearing, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land containing 477.8249 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and

the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as M-1 (Light Manufacturing District).

Section 4: Severability

If any provision, section subsection, sentence, clause, or phrase of this ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5: Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the city hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

# CITY OF LAREDO
# ANNEXATION AGREEMENT AND SERVICE PLAN
# TRACT 2
# KILLAM CHARCO INDUSTRIAL TRACT

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.003 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Radcliffe Killam, II, on behalf of Killam Ranch Properties, Ltd., has filed a voluntary petition with the City of Laredo for the annexation of a 477.8249 acre tract of land, said tract of land being more particularly described by metes and bounds on the attached Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.0672 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars ($750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and Killam Ranch Properties, Ltd, being the parties to this A**NNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 477.8249 acres of land, more or less, belonging to Killam Ranch Properties, Ltd.

## SERVICE PLAN

A petition for annexation from Killam Ranch Properties, Ltd., was received for property designated as "Tract 2 (Killam Charco Industrial Tract)" described by metes and bounds in Exhibit "A" of this Annexation Agreement and Service Plan and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.0672 of the Texas Local Government Code and was available for review by the public at hearings duly held on June 24, 2024. Public notice of the hearings was provided on June 9, 2024, not more than twenty or less than ten days before the hearings as provided in Section 43.0673 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.

2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 10, which is located approximately 0.5 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.

3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

| | |
|---|---|
| Lots under 10,000 sq.ft. | $1,288.71/lot (135 gpcd X 3.7 person/lot X $2.58/gal) |
| Lots over 10,000 sq.ft. | $1,927.12/lot |

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

| | |
|---|---|
| Less than 1.0 acres | $1,284.68/lot |
| Lots 1 acre and Fraction: | $1,927.12/acre |

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

| | |
|---|---|
| Lots under 10,000 sq.ft. | $2,186.70/lot (100 gpcd X 3.7 person/lot X $5.91/gal) |
| Lots over 10,000 sq.ft. | $2,569.51/lot |

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:

| | |
|---|---|
| Less than 5.0 acres | $1,579.50/acre (15 people/ac. X 18 gallons/person/day X $5.85 gallon=$1,579.50) |
| More than 5.01 acres | $1,927.12/acre |

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: Any future residential developments proposed to be constructed on the annexed property must satisfy all requirements for parkland and improvement fees, as defined in the most recently adopted Parkland Dedication Ordinance.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service

plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner. This *Section 3. Land Use* shall survive the expiration of this agreement.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

**THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO AND EXECUTED ON THIS_____DAY OF____, 2024.**

**CITY OF LAREDO,**
**a Texas Municipal Corporation**

**By: _____**
**Joseph Neeb**
**City Manager**

**ATTESTED:**

_____
**Mario Maldonado, Jr.**
**City Secretary**

**Killam Ranch Properties, Ltd.**

**By:** _____
**Radcliffe Killam, II**
**Authorized Representative**

**APPROVED AS TO FORM:**

_____
**Doanh "Zone" T. Nguyen**
**City Attorney**

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ___ day of _____ , 2024 by Joseph Neeb, for and on behalf of the City of Laredo.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

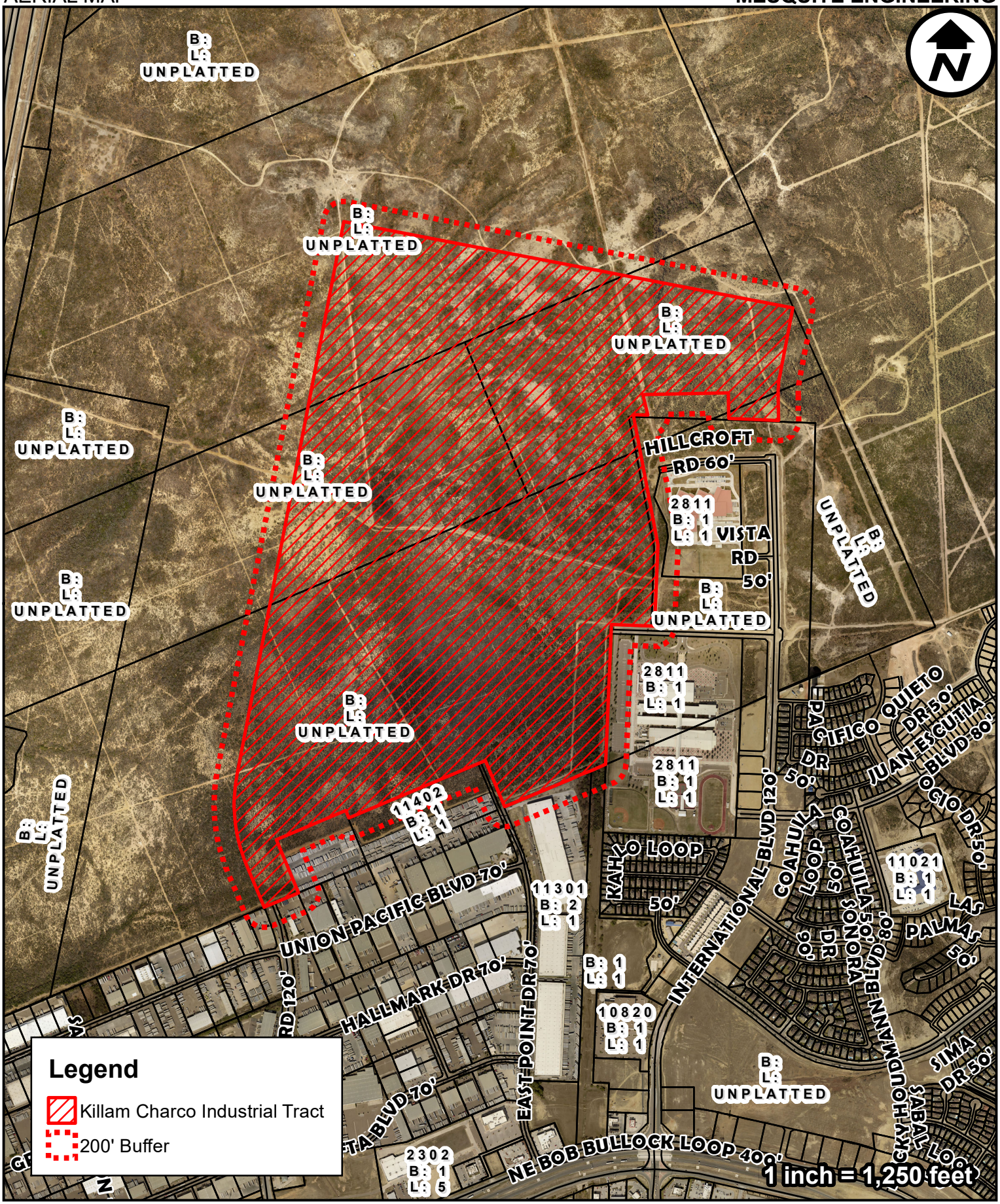
State of Texas *
County of Webb *

This instrument was acknowledged before me on this ___ day of _____, 2024 by Radcliffe Killam, II, on behalf of Killam Ranch Properties, Ltd.

_____
Notary Public, State of Texas

**TRACT 2** **KILLAM CHARCO INDUSTRIAL TRACT** **477.8249 ACRES**

AERIAL MAP **MESQUITE ENGINEERING**




## Legend

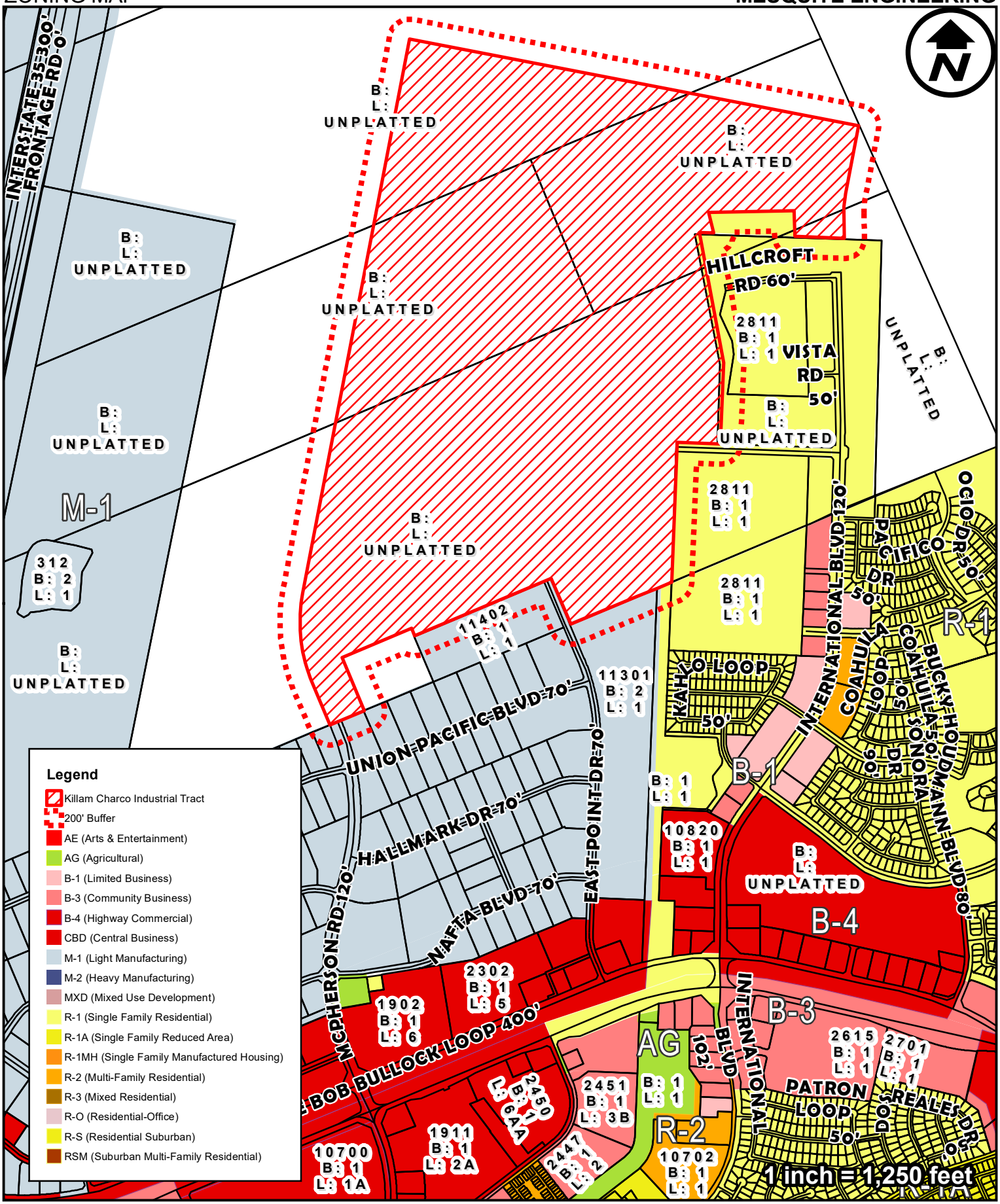
- Killam Charco Industrial Tract
- 200' Buffer

*City of Laredo Planning Department*
*1413 Houston Street*
*Laredo, Texas 78040*

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentgroi conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability fc any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The us this data indicates your unconditional acceptance of all risks associated with the use of this data.

**TRACT 2** **KILLAM CHARCO INDUSTRIAL TRACT** **477.8249 ACRES**

ZONING MAP **MESQUITE ENGINEERING**




**Legend**

- Killam Charco Industrial Tract
- 200' Buffer
- AE (Arts & Entertainment)
- AG (Agricultural)
- B-1 (Limited Business)
- B-3 (Community Business)
- B-4 (Highway Commercial)
- CBD (Central Business)
- M-1 (Light Manufacturing)
- M-2 (Heavy Manufacturing)
- MXD (Mixed Use Development)
- R-1 (Single Family Residential)
- R-1A (Single Family Reduced Area)
- R-1MH (Single Family Manufactured Housing)
- R-2 (Multi-Family Residential)
- R-3 (Mixed Residential)
- R-O (Residential-Office)
- R-S (Residential Suburban)
- RSM (Suburban Multi-Family Residential)

*City of Laredo Planning Department*
*1413 Houston Street*
*Laredo, Texas 78040*

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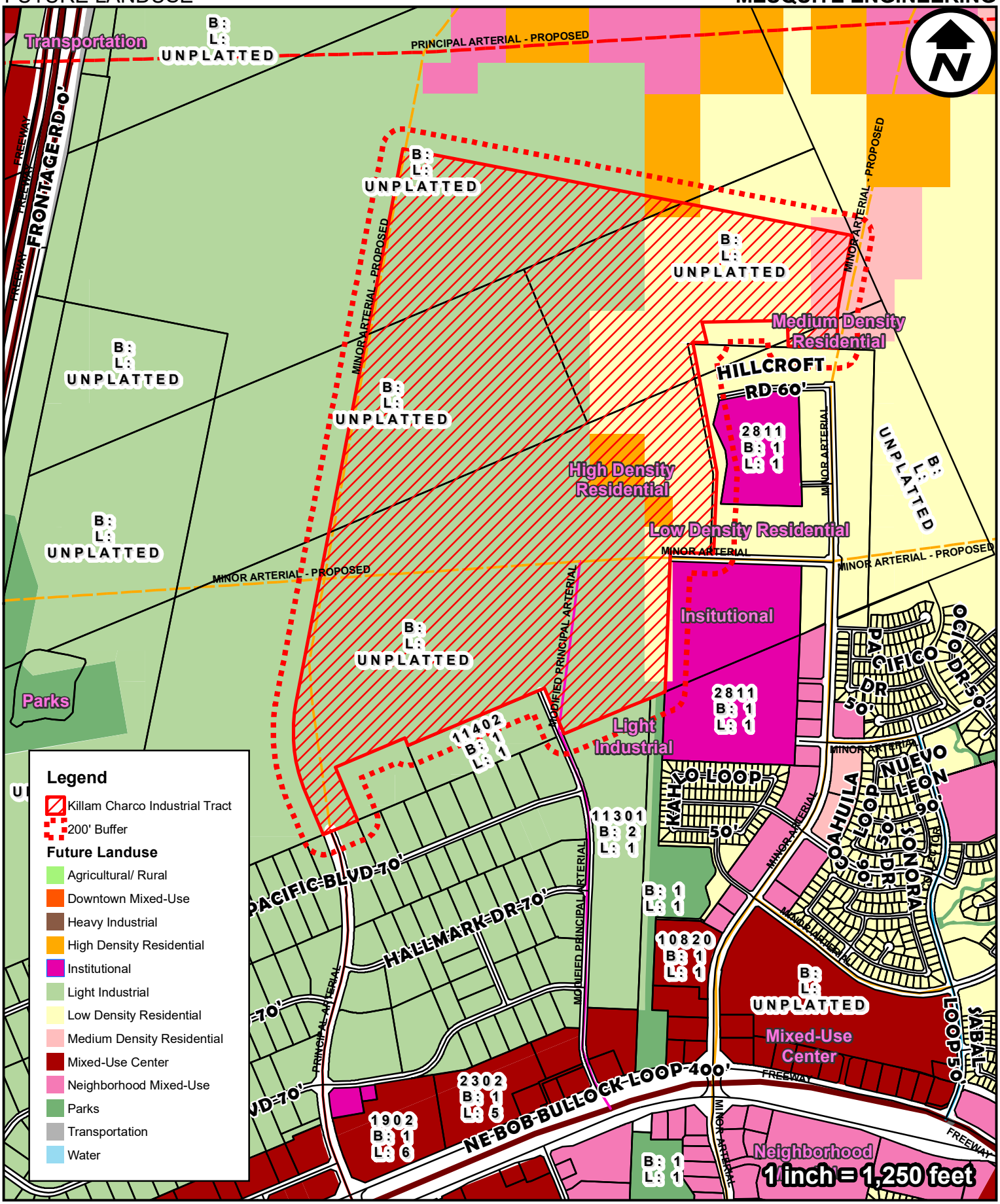
**TRACT 2** **KILLAM CHARCO INDUSTRIAL TRACT** **477.8249 ACRES**

FUTURE LANDUSE **MESQUITE ENGINEERING**

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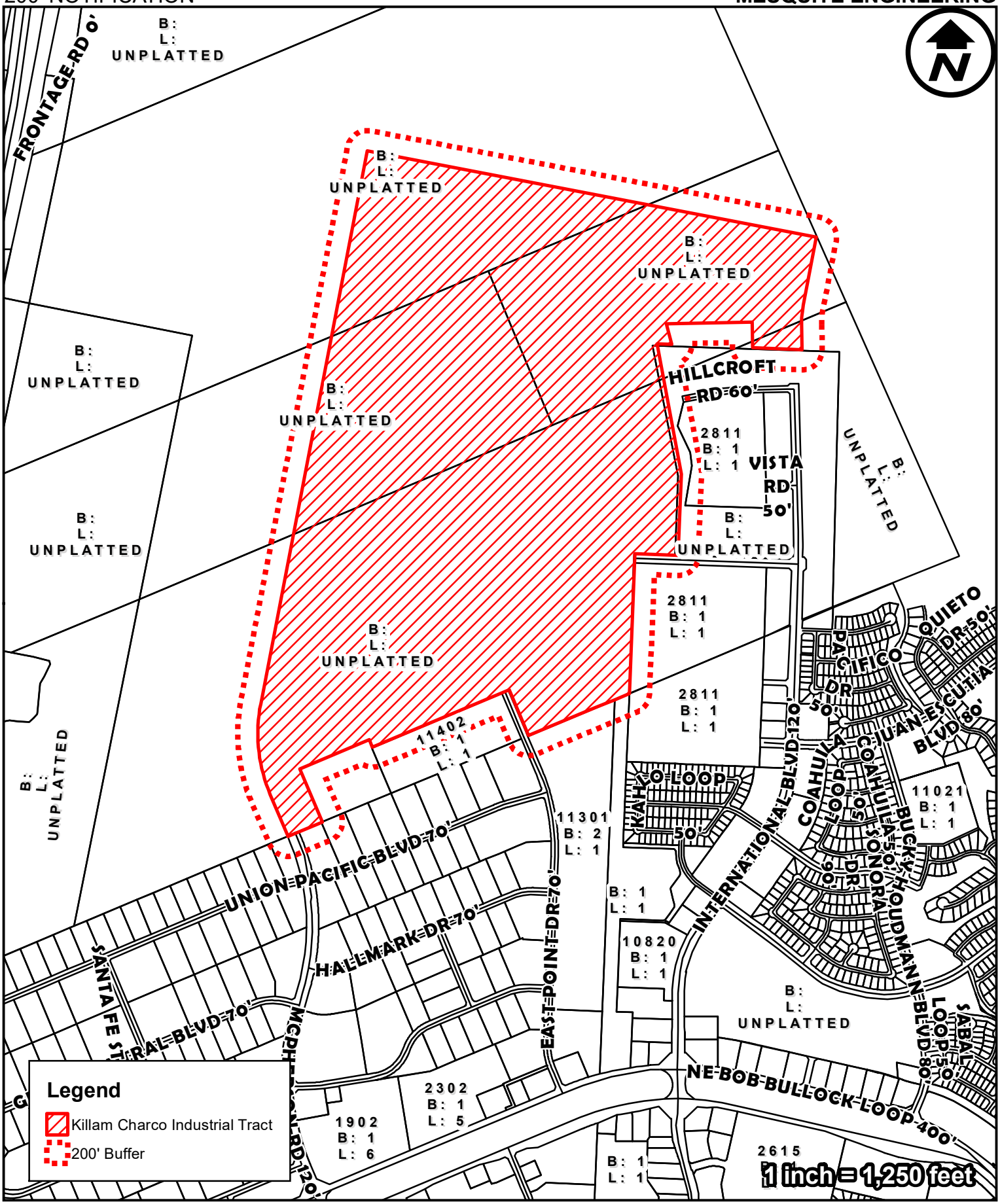
**TRACT 2**

# KILLAM CHARCO INDUSTRIAL TRACT

**477.8249 ACRES**

200' NOTIFICATION

**MESQUITE ENGINEERING**





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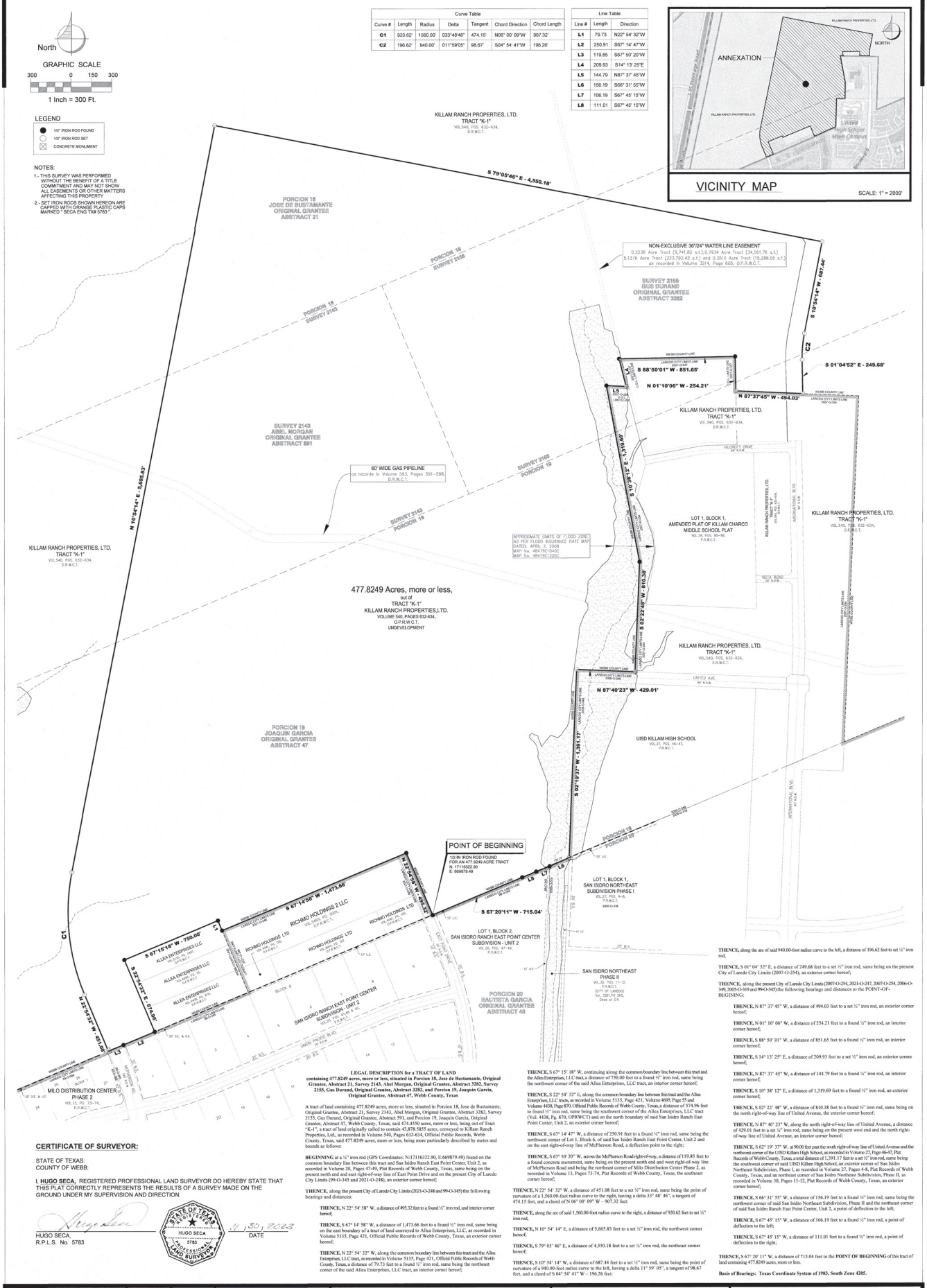


**LEGAL DESCRIPTION for a TRACT OF LAND**
**containing 477.8249 acres, more or less, situated in Porcion 18, Jose de Bustamante, Original Grantee, Abstract 21, Survey 2143, Abel Morgan, Original Grantee, Abstract 3282, Survey 2155, Gus Durand, Original Grantee, Abstract 3282, and Porcion 19, Joaquin Garcia, Original Grantee, Abstract 47, Webb County, Texas**

A tract of land containing 477.8249 acres, more or less, situated in Porcion 18, Jose de Bustamante, Original Grantee, Abstract 21, Survey 2143, Abel Morgan, Original Grantee, Abstract 3282, Survey 2155, Gus Durand, Original Grantee, Abstract 591, and Porcion 19, Joaquin Garcia, Original Grantee, Abstract 47, Webb County, Texas, said 474.4550 acres, more or less, being out of Tract "K-1", a tract of land originally called to contain 43,878.5855 acres, conveyed to Killam Ranch Properties, Ltd., as recorded in Volume 540, Pages 632-634, Official Public Records, Webb County, Texas, said 477.8249 acres, more or less, being more particularly described by metes and bounds as follows:

**BEGINNING** at a ½" iron rod (GPS Coordinates: N:17116322.90, E:669879.49) found on the common boundary line between this tract and San Isidro Ranch East Point Center, Unit 2, as recorded in Volume 20, Pages 47-48, Plat Records of Webb County, Texas, same being on the present north end and east right-of-way line of East Point Drive and on the present City of Laredo City Limits (99-O-345 and 2021-O-248), an exterior corner hereof;

**THENCE**, along the present City of Laredo City Limits (2021-O-248 and 99-O-345) the following bearings and distances:

**THENCE,** N 22° 54' 58" W, a distance of 495.32 feet to a found ½" iron rod, and interior corner hereof;

**THENCE,** S 67° 14' 58" W, a distance of 1,473.66 feet to a found ½" iron rod, same being on the east boundary of a tract of land conveyed to Allea Enterprises, LLC, as recorded in Volume 5135, Page 421, Official Public Records of Webb County, Texas, an exterior corner hereof;

**THENCE,** N 22° 54' 32" W, along the common boundary line between this tract and the Allea Enterprises, LLC tract, an interior corner hereof;

**THENCE,** S 67° 15' 18" W, continuing along the common boundary line between this tract and the Allea Enterprises, LLC tract, a distance of 750.00 feet to a found ½" iron rod, same being the northwest corner of the said Allea Enterprises, LLC tract, an interior corner hereof;

**THENCE,** S 22° 54' 32" E, along the common boundary line between this tract and the Allea Enterprises, LLC tracts, as recorded in Volume 5135, Page 421, Volume 4695, Page 55 and Volume 4438, Page 870, Official Public Records of Webb County, Texas, a distance of 574.96 feet to found ½" iron rod, same being the southwest corner of the Allea Enterprises, LLC tract (Vol. 4438, Pg. 870, OPRWCT) and on the north boundary of said San Isidro Ranch East Point Center, Unit 2, an exterior corner hereof;

**THENCE,** S 67° 14' 47" W, a distance of 250.91 feet to a found ½" iron rod, same being the northwest corner of Lot 1, Block 6, of said San Isidro Ranch East Point Center, Unit 2 and on the east right-of-way line of McPherson Road, a deflection point to the right;

**THENCE,** S 67° 50' 20" W, across the McPherson Road right-of-way, a distance of 119.85 feet to a found concrete monument, same being on the present north end and west right-of-way line of McPherson Road and being the northeast corner of Milo Distribution Center Phase 2, as recorded in Volume 13, Pages 73-74, Plat Records of Webb County, Texas, the southeast corner hereof;

**THENCE,** N 22° 54' 32" W, a distance of 451.08 feet to a set ½" iron rod, same being the point of curvature of a 1,560.00-foot radius curve to the right, having a delta 33° 48' 46", a tangent of 474.15 feet, and a chord of N 06° 00' 09" W – 907.32 feet:

**THENCE,** along the arc of said 1,560.00-foot radius curve to the right, a distance of 920.62 feet to set ½" iron rod,

**THENCE,** N 10° 54' 14" E, a distance of 5,605.83 feet to a set ½" iron rod, the northwest corner hereof;

**THENCE,** S 79° 05' 46" E, a distance of 4,550.18 feet to a set ½" iron rod, the northeast corner hereof;

**THENCE,** S 10° 54' 14" W, a distance of 687.44 feet to a set ½" iron rod, same being the point of curvature of a 940.00-foot radius curve to the left, having a delta 11° 59' 05", a tangent of 98.67 feet, and a chord of S 04° 54' 41" W – 196.26 feet:

**THENCE,** along the arc of said 940.00-foot radius curve to the left, a distance of 196.62 feet to set ½" iron rod,

**THENCE,** S 01° 04' 52" E, a distance of 249.68 feet to a set ½" iron rod, same being on the present City of Laredo City Limits (2007-O-254), an exterior corner hereof;

**THENCE,** along the present City of Laredo City Limits (2007-O-254, 2021-O-247, 2007-O-254, 2006-O-349, 2005-O-319 and 99-O-345) the following bearings and distances to the POINT-OF-BEGINNG:

**THENCE,** N 87° 37' 45" W, a distance of 494.03 feet to a set ½" iron rod, an exterior corner hereof;

**THENCE,** N 01° 10' 06" W, a distance of 254.21 feet to a found ½" iron rod, an interior corner hereof;

**THENCE,** S 88° 50' 01" W, a distance of 851.65 feet to a found ½" iron rod, an interior corner hereof;

**THENCE,** S 14° 13' 25" E, a distance of 209.93 feet to a set ½" iron rod, an exterior corner hereof;

**THENCE,** N 87° 37' 45" W, a distance of 144.79 feet to a found ½" iron rod, an interior corner hereof;

**THENCE,** S 10° 38' 12" E, a distance of 1,319.69 feet to a found ½" iron rod, an exterior corner hereof;

**THENCE,** S 02° 22' 48" W, a distance of 810.38 feet to a found ½" iron rod, same being on the north right-of-way line of United Avenue, the exterior corner hereof;

**THENCE,** N 87° 40' 23" W, along the north right-of-way line of United Avenue, a distance of 429.01 feet to a set ½" iron rod, same being on the present west end and the north right-of-way line of United Avenue, an interior corner hereof;

**THENCE,** S 02° 19' 37" W, at 90.00 feet past the south right-of-way line of United Avenue and the northwest corner of the UISD Killam High School, as recorded in Volume 27, Page 46-47, Plat Records of Webb County, Texas, a total distance of 1,391.17 feet to a set ½" iron rod, same being the southwest corner of said UISD Killam High School, an exterior corner of San Isidro Northeast Subdivision, Phase I, as recorded in Volume 27, Pages 4-8, Plat Records of Webb County, Texas, and an northeast corner of San Isidro Northeast Subdivision, Phase II, as recorded in Volume 30, Pages 11-12, Plat Records of Webb County, Texas, an exterior corner hereof;

**THENCE,** S 66° 31' 55" W, a distance of 156.19 feet to a found ½" iron rod, same being the northwest corner of said San Isidro Northeast Subdivision, Phase II and the northeast corner of said San Isidro Ranch East Point Center, Unit 2, a point of deflection to the left;

**THENCE,** S 67° 45' 15" W, a distance of 106.19 feet to a found ½" iron rod, a point of deflection to the left;

**THENCE,** S 67° 45' 15" W, a distance of 111.01 feet to a found ½" iron rod, a point of deflection to the right;

**THENCE,** S 67° 20' 11" W, a distance of 715.04 feet to the **POINT OF BEGINNING** of this tract of land containing 477.8249 acres, more or less.

**Basis of Bearings: Texas Coordinate System of 1983, South Zone 4205.**

**CERTIFICATE OF SURVEYOR:**

STATE OF TEXAS:
COUNTY OF WEBB:

I, **HUGO SECA,** REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY STATE THAT THIS PLAT CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND DIRECTION.

HUGO SECA,
R.P.L.S. No. 5783

STATE OF TEXAS
REGISTERED
HUGO SECA
5783
PROFESSIONAL
LAND SURVEYOR

4 / 30 / 2023
DATE

1 of 1

DRAWN: JLB
CHECKED BY: H.S.
APPROVED BY: H.S.
DATE: 11 - 30 - 2022
SCALE: 1" = 300'
HOR. 24" X 36"
VER. 11 X 17
JOB No.: KILLAM - 2022-NOV-30

REVISED DATE:

RECORD MAP
ANNEXATION SURVEY

**KILLAM**
**OWNER:**
KILLAM RANCH PROPERTIES, LTD.
4320 UNIVERSITY BLVD.
LAREDO, TEXAS. 78041-1934
PHONE: (956) 724-7141

# 2024 ANNEXATION
## KILLAM CHARCO TRACT III
## SURVEY OF 477.8249 ACRES

**MESQUITE ENGINEERING**
1501 MATAMOROS ST - LAREDO, TEXAS 78040
PHONE: (956) 724-7141 TBPE FIRM
REGISTRATION No. F-23558

**SECA ENGINEERING, L.L.C.**
CIVIL ENGINEERS • LAND SURVEYORS
1701 JACAMAN ROAD, STE. 11 - LAREDO, TEXAS 78041
OFFICE (956) 753-3014 * FAX (855) 316-2265
TBPE FIRM REGISTRATION No. F-10071
TBPLS FIRM REGISTRATION No. 100138-00

**LEGAL DESCRIPTION for a TRACT OF LAND**
**containing 477.8249 acres, more or less, situated in Porcion 18, Jose de Bustamante, Original Grantee, Abstract 21, Survey 2143, Abel Morgan, Original Grantee, Abstract 3282, Survey 2155, Gus Durand, Original Grantee, Abstract 3282, and Porcion 19, Joaquin Garcia, Original Grantee, Abstract 47, Webb County, Texas**

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**BEGINNING** at a ½" iron rod (GPS Coordinates: N:17116322.90, E:669879.49) found on the common boundary line between this tract and San Isidro Ranch East Point Center, Unit 2, as recorded in Volume 20, Pages 47-49, Plat Records of Webb County, Texas, same being on the present north end and east right-of-way line of East Point Drive and on the present City of Laredo City Limits (99-O-345 and 2021-O-248), an exterior corner hereof;

**THENCE**, along the present City of Laredo City Limits (2021-O-248 and 99-O-345) the following bearings and distances:

**THENCE,** N 22° 54' 58" W, a distance of 495.32 feet to a found ½" iron rod, and interior corner hereof;

**THENCE,** S 67° 14' 58" W, a distance of 1,473.66 feet to a found ½" iron rod, same being on the east boundary of a tract of land conveyed to Allea Enterprises, LLC, as recorded in Volume 5135, Page 421, Official Public Records of Webb County, Texas, an exterior corner hereof;

**THENCE,** N 22° 54' 32" W, along the common boundary line between this tract and the Allea Enterprises, LLC tract, as recorded in Volume 5135, Page 421, Official Public Records of Webb County, Texas, a distance of 79.73 feet to a found ½" iron rod, same being the northeast corner of the said Allea Enterprises, LLC tract, an interior corner hereof;

**THENCE,** S 67° 15' 18" W, continuing along the common boundary line between this tract and the Allea Enterprises, LLC tract, a distance of 750.00 feet to a found ½" iron rod, same being the northwest corner of the said Allea Enterprises, LLC tract, an interior corner hereof;

**THENCE,** S 22° 54' 32" E, along the common boundary line between this tract and the Allea Enterprises, LLC tracts, as recorded in Volume 5135, Page 421, Volume 4695, Page 55 and Volume 4438, Page 870, Official Public Records of Webb County, Texas, a distance of 574.96 feet to found ½" iron rod, same being the southwest corner of the Allea Enterprises, LLC tract (Vol. 4438, Pg. 870, OPRWCT) and on the north boundary of said San Isidro Ranch East Point Center, Unit 2, an exterior corner hereof;

**THENCE,** S 67° 14' 47" W, a distance of 250.91 feet to a found ½" iron rod, same being the northwest corner of Lot 1, Block 6, of said San Isidro Ranch East Point Center, Unit 2 and on the east right-of-way line of McPherson Road, a deflection point to the right;

**THENCE,** S 67° 50' 20" W, across the McPherson Road right-of-way, a distance of 119.85 feet to a found concrete monument, same being on the present north end and west right-of-way line of McPherson Road and being the northeast corner of Milo Distribution Center Phase 2, as recorded in Volume 13, Pages 73-74, Plat Records of Webb County, Texas, the southeast corner hereof;

**THENCE,** N 22° 54' 32" W, a distance of 451.08 feet to a set ½" iron rod, same being the point of curvature of a 1,560.00-foot radius curve to the right, having a delta 33° 48' 46", a tangent of 474.15 feet, and a chord of N 06° 00' 09" W – 907.32 feet;

**THENCE**, along the arc of said 1,560.00-foot radius curve to the right, a distance of 920.62 feet to set ½" iron rod,

**THENCE,** N 10° 54' 14" E, a distance of 5,605.83 feet to a set ½" iron rod, the northwest corner hereof;

**THENCE,** S 79° 05' 46" E, a distance of 4,550.18 feet to a set ½" iron rod, the northeast corner hereof;

**THENCE,** S 10° 54' 14" W, a distance of 687.44 feet to a set ½" iron rod, same being the point of curvature of a 940.00-foot radius curve to the left, having a delta 11° 59' 05", a tangent of 98.67 feet, and a chord of S 04° 54' 41" W – 196.26 feet;

**THENCE**, along the arc of said 940.00-foot radius curve to the left, a distance of 196.62 feet to set ½" iron rod;

**THENCE,** S 01° 04' 52" E, a distance of 249.68 feet to a set ½" iron rod, same being on the present City of Laredo City Limits (2007-O-254), an exterior corner hereof;

**THENCE**, along the present City of Laredo City Limits (2007-O-254, 2021-O-247, 2007-O-254, 2006-O-349, 2005-O-319 and 99-O-345) the following bearings and distances to the POINT-OF-BEGINING:

**THENCE,** N 87° 37' 45" W, a distance of 494.03 feet to a set ½" iron rod, an exterior corner hereof;

**THENCE,** N 01° 10' 06" W, a distance of 254.21 feet to a found ½" iron rod, an interior corner hereof;

**THENCE,** S 88° 50' 01" W, a distance of 851.65 feet to a found ½" iron rod, an interior corner hereof;

**THENCE,** S 14° 13' 25" E, a distance of 209.93 feet to a set ½" iron rod, an exterior corner hereof;

**THENCE,** N 87° 37' 45" W, a distance of 144.79 feet to a found ½" iron rod, an interior corner hereof;

**THENCE,** S 10° 38' 12" E, a distance of 1,319.69 feet to a found ½" iron rod, an exterior corner hereof;

**THENCE,** S 02° 22' 48" W, a distance of 810.38 feet to a found ½" iron rod, same being on the north right-of-way line of United Avenue, the exterior corner hereof;

**THENCE,** N 87° 40' 23" W, along the north right-of-way line of United Avenue, a distance of 429.01 feet to a set ½" iron rod, same being on the present west end and the north right-of-way line of United Avenue, an interior corner hereof;

**THENCE,** S 02° 19' 37" W, at 90.00 feet past the south right-of-way line of United Avenue and the northwest corner of the UISD Killam High School, as recorded in Volume 27, Page 46-47, Plat Records of Webb County, Texas, a total distance of 1,391.17 feet to a set ½" iron rod, same being the southwest corner of said UISD Killam High School, an exterior corner of San Isidro Northeast Subdivision, Phase I, as recorded in Volume 27, Pages 4-8, Plat Records of Webb County, Texas, and an northeast corner of San Isidro Northeast Subdivision, Phase II, as recorded in Volume 30, Pages 11-12, Plat Records of Webb County, Texas, an exterior corner hereof;

**THENCE,** S 66° 31' 55" W, a distance of 156.19 feet to a found ½" iron rod, same being the northwest corner of said San Isidro Northeast Subdivision, Phase II and the northeast corner of said San Isidro Ranch East Point Center, Unit 2, a point of deflection to the left;

**THENCE,** S 67° 45' 15" W, a distance of 106.19 feet to a found ½" iron rod, a point of deflection to the left;

**THENCE,** S 67° 45' 15" W, a distance of 111.01 feet to a found ½" iron rod, a point of deflection to the right;

**THENCE,** S 67° 20' 11" W, a distance of 715.04 feet to the **POINT OF BEGINNING** of this tract of land containing 477.8249 acres, more or less.

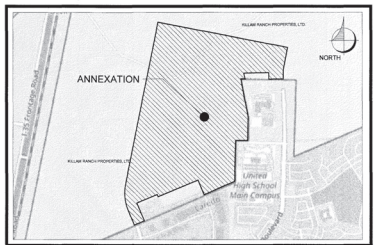
**Basis of Bearings: Texas Coordinate System of 1983, South Zone 4205.**

North

GRAPHIC SCALE
100 0 50 100
1 Inch = 100 Ft.

LEGEND
- ● 1/2" IRON ROD FOUND
- ○ 1/2" IRON ROD SET
- ⊠ CONCRETE MONUMENT

NOTES:
1.- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND MAY NOT SHOW ALL EASEMENTS OR OTHER MATTERS AFFECTING THIS PROPERTY
2.- SET IRON RODS SHOWN HEREON ARE CAPPED WITH ORANGE PLASTIC CAPS MARKED " SECA ENG TX# 5783 "




VICINITY MAP
SCALE: 1" = 2000'

| Curve Table | | | | | | |
|---|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Tangent | Chord Direction | Chord Length |
| C1 | 920.62' | 1560.00' | 033°48'46" | 474.15' | N06° 00' 09"W | 907.32' |
| C2 | 196.62' | 940.00' | 011°59'05" | 98.67' | S04° 54' 41"W | 196.26' |

| Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L1 | 79.73 | N22° 54' 32"W |
| L2 | 250.91 | S67° 14' 47"W |
| L3 | 119.85 | S67° 50' 20"W |
| L4 | 209.93 | S14° 13' 25"E |
| L5 | 144.79 | N87° 37' 45"W |
| L6 | 156.19 | S66° 31' 55"W |
| L7 | 106.19 | S67° 45' 15"W |
| L8 | 111.01 | S67° 45' 15"W |

477.8249 Acres, more or less,
out of
TRACT "K-1"
KILLAM RANCH PROPERTIES,LTD.
VOLUME 540, PAGES 632-634,
O.P.R.W.C.T.
UNDEVELOPMENT

UISD KILLAM HIGH SCHOOL
VOL.27, PGS. 46–47,
P.R.W.C.T.

PORCION 19
JOAQUIN GARCIA
ORIGINAL GRANTEE
ABSTRACT 47

APPROXIMATE LIMITS OF FLOOD ZONE AS PER FLOOD INSURANCE RATE MAP DATED: APRIL 2, 2008
MAP No. 48479C1040C
MAP No. 48479C1205C

PORCION 19
PORCION 20

MATCH 1

S 67°14'58" W - 1,473.66'

N 22°54'58" W - 495.32'

RICHMO HOLDINGS 2 LLC
VOL.5469, PG. 0001,
O.P.R.W.C.T.

RICHMO HOLDINGS LTD
VOL.4041, PG. 105,
O.P.R.W.C.T.

RICHMO HOLDINGS LTD
VOL.2864, PG. 197,
O.P.R.W.C.T.

POINT OF BEGINNING
1/2-IN IRON ROD FOUND
FOR AN 477.8249 ACRE TRACT
N: 17116322.90
E: 669879.49

S 67°20'11" W - 715.04'

12' U.E.

LOT 1, BLOCK 2,
SAN ISIDRO RANCH EAST POINT CENTER
SUBDIVISION - UNIT 2
VOL.20, PGS. 47–49,
P.R.W.C.T.

EAST PO
70'

MATCH 5

N 87°40'23" W - 429.01'

S 02°19'37" W - 1,391.17'

WEBB COUNTY LINE
LAREDO CITY LIMITS LINE
2006-O-349

99-O-345
2005-O-319

196.10'

L6 L7 L8

20' U.E.

LOT 1, BLOCK 1,
SAN ISIDRO NORTHEAST
SUBDIVISION PHASE I
VOL.27, PGS. 4–8,
P.R.W.C.T.

25' B.S.

12' U.E.

PORCION 20
BAUTISTA GARCIA
ORIGINAL GRANTEE
ABSTRACT 48

**CERTIFICATE OF SURVEYOR:**

STATE OF TEXAS:
COUNTY OF WEBB:

I, **HUGO SECA,** REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY STATE THAT THIS PLAT CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND DIRECTION.

HUGO SECA,
R.P.L.S. No. 5783

STATE OF TEXAS REGISTERED HUGO SECA 5783 PROFESSIONAL LAND SURVEYOR

11 / 30 / 2023
DATE


SECA ENGINEERING L.L.C.
CIVIL ENGINEERS • LAND SURVEYORS
1701 JACAMAN ROAD, STE. 11 - LAREDO, TEXAS 78041
OFFICE (956) 753-3014 • FAX (956) 318-2285
E-MAIL: seca.eng@gmail.com
TBPLS FIRM REGISTRATION No. 100139-00

MESQUITE ENGINEERING
1001 MATAMOROS ST. - LAREDO, TEXAS 78040
PHONE: (956) 724-7441 TBPE FIRM
REGISTRATION No. F-23556


2024 ANNEXATION
KILLAM CHARCO TRACT III
SURVEY OF 477.8249 ACRES

KILLAM
OWNER:
KILLAM RANCH PROPERTIES, LTD
4220 UNIVERSITY BLVD.
LAREDO, TEXAS 78041-1904
PHONE: (956) 724-7441

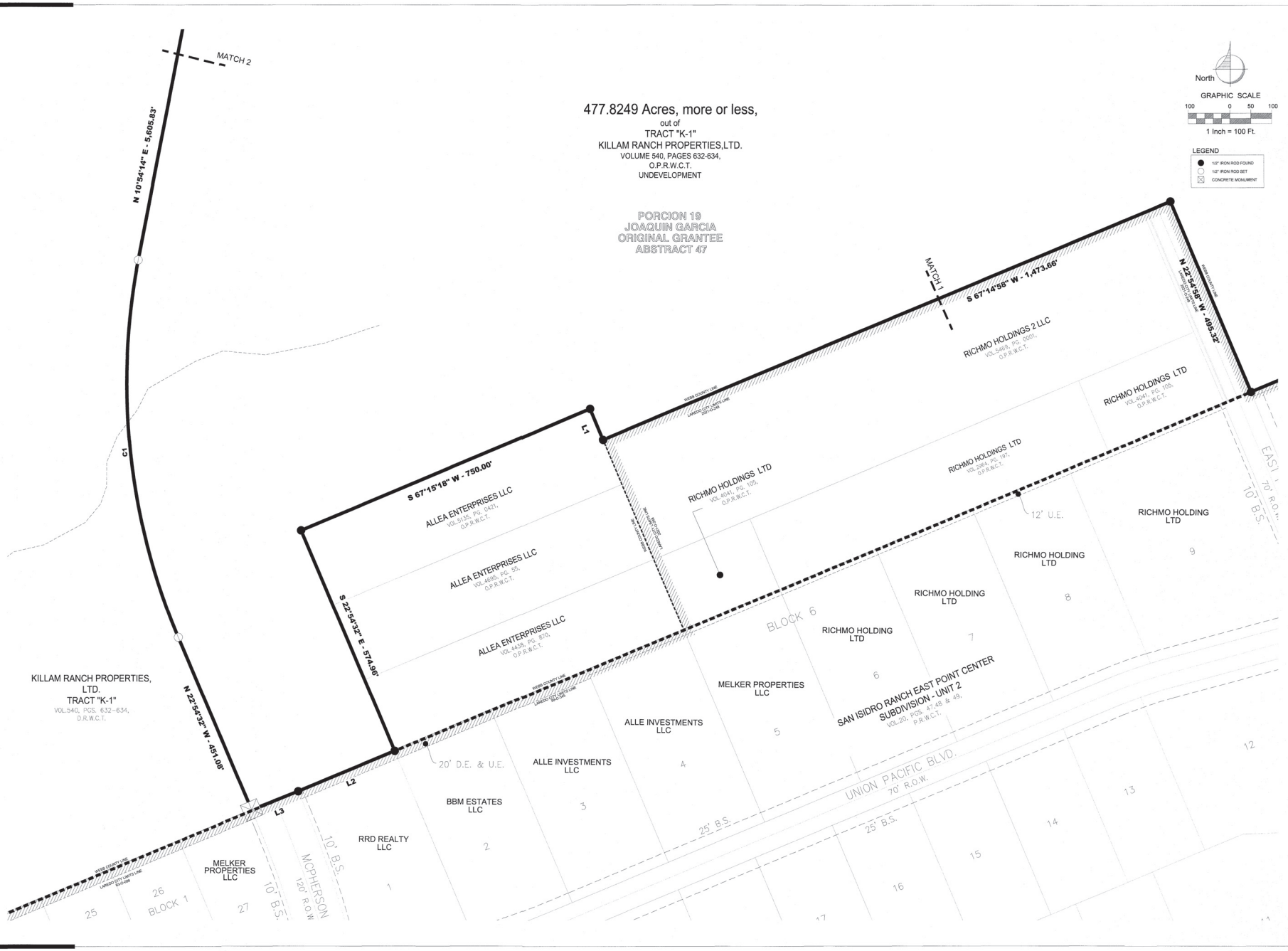
SHEET NAME:
ANNEXATION SURVEY

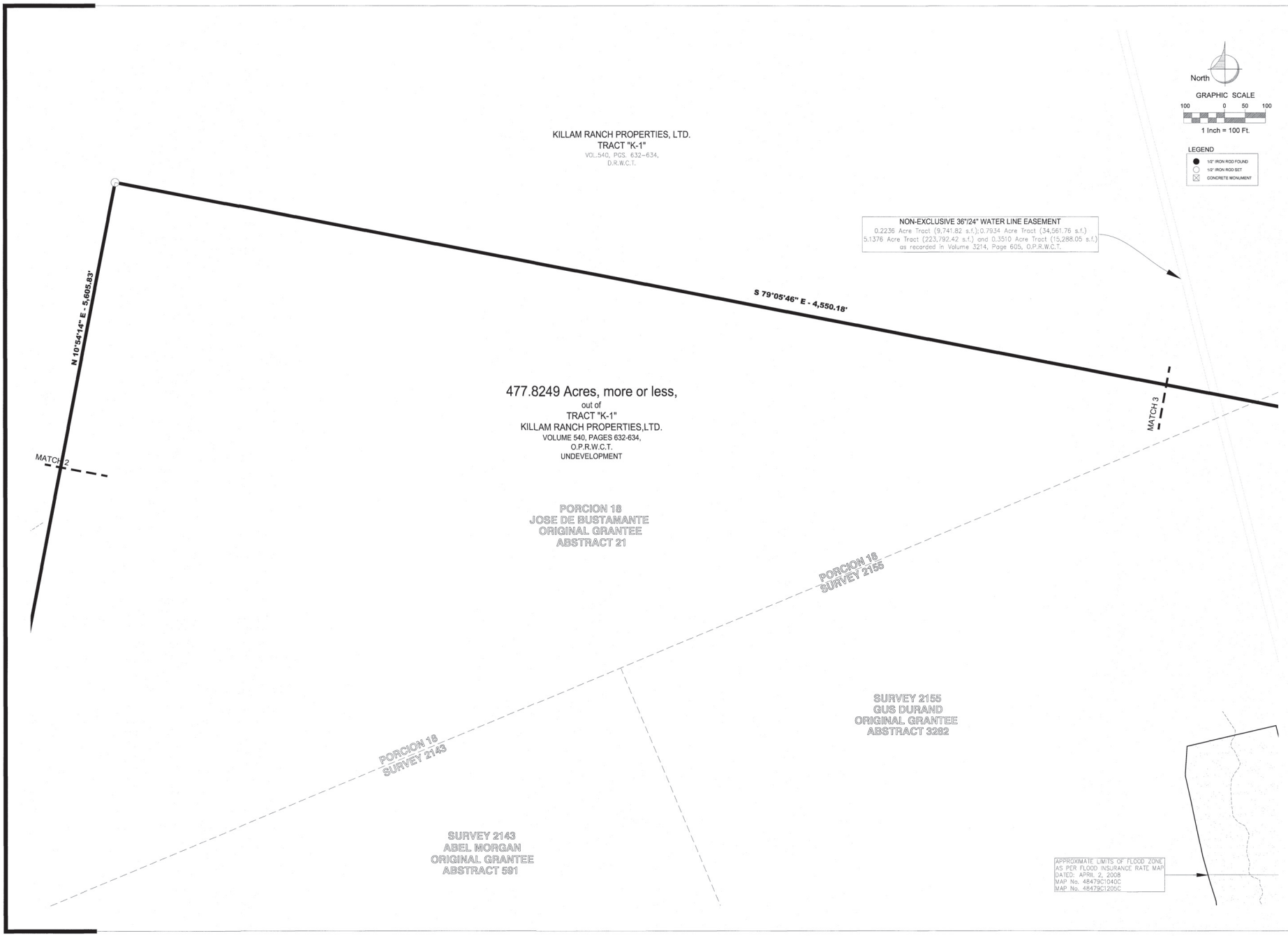
REVISED DATE:

| | |
|---|---|
| DRAWN BY: | J.L.B. |
| CHECKED BY: | H.S. |
| APPROVED BY: | H.S. |
| JOB No.: | KILLAM - 2023-K01-S1 |
| FILENAME: | |
| DATE: | 11 - 29 - 2023 |
| SCALE: 24 X 36 | 1" = 100' |
| SCALE: 11 X 17 | |

1 of 5

191


477.8249 Acres, more or less,
out of
TRACT "K-1"
KILLAM RANCH PROPERTIES,LTD.
VOLUME 540, PAGES 632-634,
O.P.R.W.C.T.
UNDEVELOPMENT
PORCION 19
JOAQUIN GARCIA
ORIGINAL GRANTEE
ABSTRACT 47
North
GRAPHIC SCALE
100 0 50 100
1 Inch = 100 Ft.
LEGEND
1/2" IRON ROD FOUND
1/2" IRON ROD SET
CONCRETE MONUMENT
MATCH 2
MATCH 1
N 10°54'14" E - 5,605.83'
S 67°15'16" W - 750.00'
S 67°14'58" W - 1,473.66'
N 22°54'58" W - 495.32'
S 22°54'32" E - 574.96'
N 22°54'32" W - 451.08'
C1
L1
L2
L3
KILLAM RANCH PROPERTIES, LTD.
TRACT "K-1"
VOL.540, PGS. 632-634,
O.R.W.C.T.
ALLEA ENTERPRISES LLC
VOL.5195, PG. 2421,
O.P.R.W.C.T.
ALLEA ENTERPRISES LLC
VOL.4958, PG. 55,
O.P.R.W.C.T.
ALLEA ENTERPRISES LLC
VOL.4435, PG. 870,
O.P.R.W.C.T.
RICHMO HOLDINGS 2 LLC
VOL.5469, PG. 2001,
O.P.R.W.C.T.
RICHMO HOLDINGS LTD
VOL.4041, PG. 105,
O.P.R.W.C.T.
RICHMO HOLDINGS LTD
VOL.4041, PG. 105,
O.P.R.W.C.T.
RICHMO HOLDINGS LTD
VOL.3984, PG. 197,
O.P.R.W.C.T.
RICHMO HOLDING LTD
RICHMO HOLDING LTD
RICHMO HOLDING LTD
RICHMO HOLDING LTD
MELKER PROPERTIES LLC
ALLE INVESTMENTS LLC
ALLE INVESTMENTS LLC
BBM ESTATES LLC
RRD REALTY LLC
MELKER PROPERTIES LLC
SAN ISIDRO RANCH EAST POINT CENTER SUBDIVISION - UNIT 2
VOL.20, PGS. 47,48 & 49,
P.R.W.C.T.
BLOCK 6
BLOCK 1
20' D.E. & U.E.
12' U.E.
10' B.S.
25' B.S.
EAST 70' R.O.W.
UNION PACIFIC BLVD.
70' R.O.W.
MCPHERSON
120' R.O.W
WEBB COUNTY LINE
LAREDO CITY LIMITS LINE
ORD.97-O-009
WEBB COUNTY LINE
LAREDO CITY LIMITS LINE
ORD.2007-O-009
WEBB COUNTY LINE
LAREDO CITY LIMITS LINE
ORD.2013




SECA ENGINEERING, L.L.C.
CIVIL ENGINEERS • LAND SURVEYORS
1517 JACARANDA ST. • LAREDO, TEXAS 78043
OFFICE (956) 753-3214 • FAX (956) 319-2265
FIRM REGISTRATION No. F-13572
TBPLS FIRM REGISTRATION No. 100139-00

MESQUITE ENGINEERING
1551 MATAMOROS ST. • LAREDO, TEXAS 78040
PHONE: (956) 724-1441 • FAX: (956) 724-1447
REGISTRATION No. F-23566

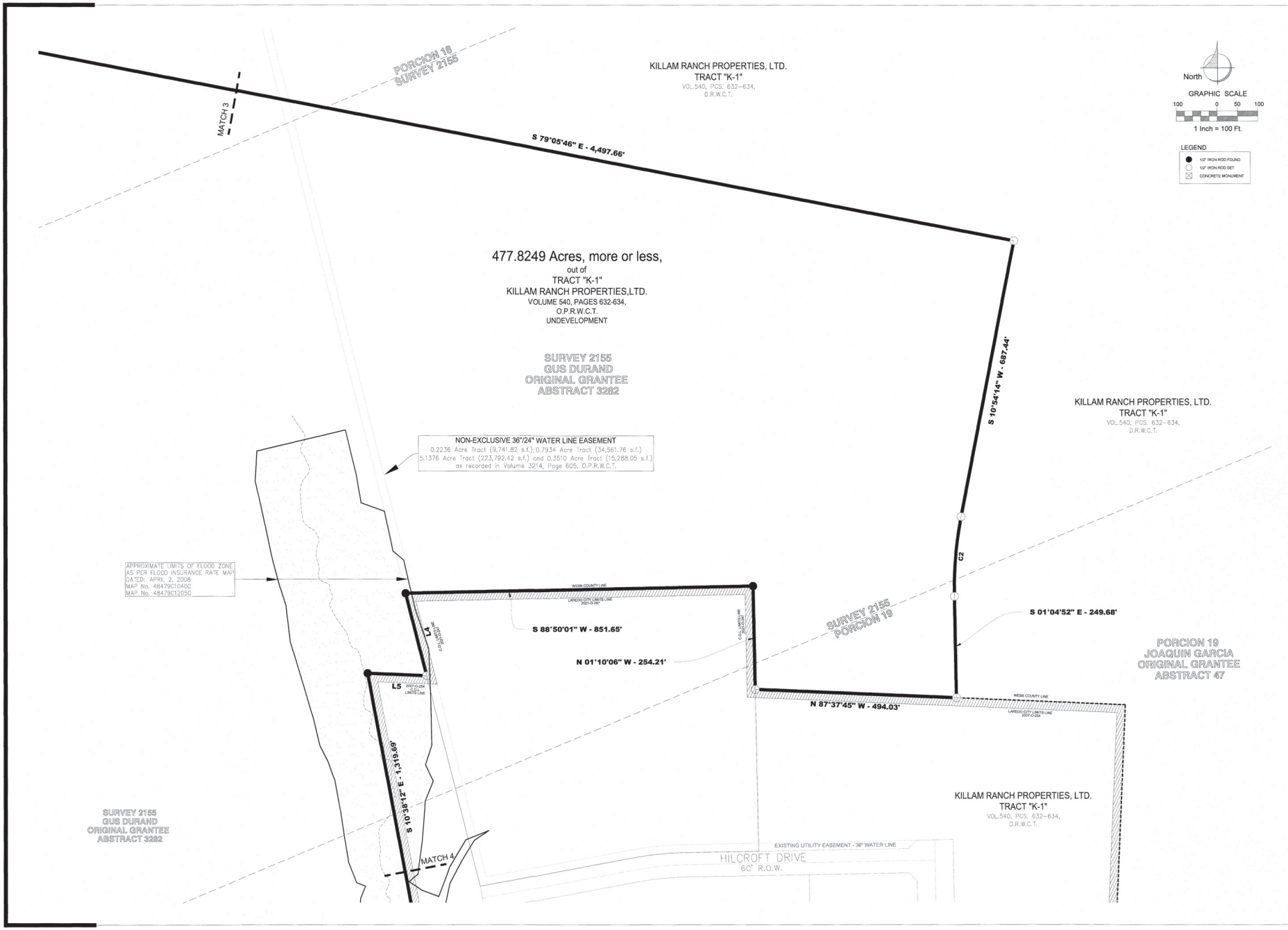
KILLAM
OWNER:
KILLAM RANCH PROPERTIES, LTD.
4320 UNIVERSITY BLVD.
LAREDO, TEXAS 78041-1934
PHONE: (956) 724-7141

# 2024 ANNEXATION
## KILLAM CHARCO TRACT III
## SURVEY OF 477.8249 ACRES

SHEET NAME:
ANNEXATION SURVEY

REVISED DATE:

| | |
|---|---|
| DRAWN BY: | J.L.B. |
| CHECKED BY: | H.S. |
| APPROVED BY: | H.S. |
| JOB No: | KILLAM - 2023-K01-S1 |
| FILENAME: | |
| DATE: | 11 - 29 - 2023 |
| SCALE: 24 X 36 | HOR: 1" = 100' VER: |
| SCALE: 11 X 17 | HOR: VER: |




SECA ENGINEERING, L.L.C.
CIVIL ENGINEERS • LAND SURVEYORS
1719 E. HILDEBRAND, SAN ANTONIO, TEXAS 78208
OFFICE (956) 753-3014 • FAX (888) 316-2266
TBPE FIRM REGISTRATION No. F-10964
TBPLS FIRM REGISTRATION No. 100136-00

MESQUITE ENGINEERING
1501 MATAMOROS ST., LAREDO, TEXAS 78040
PHONE (956) 724-1984
REGISTRATION No. F-22558

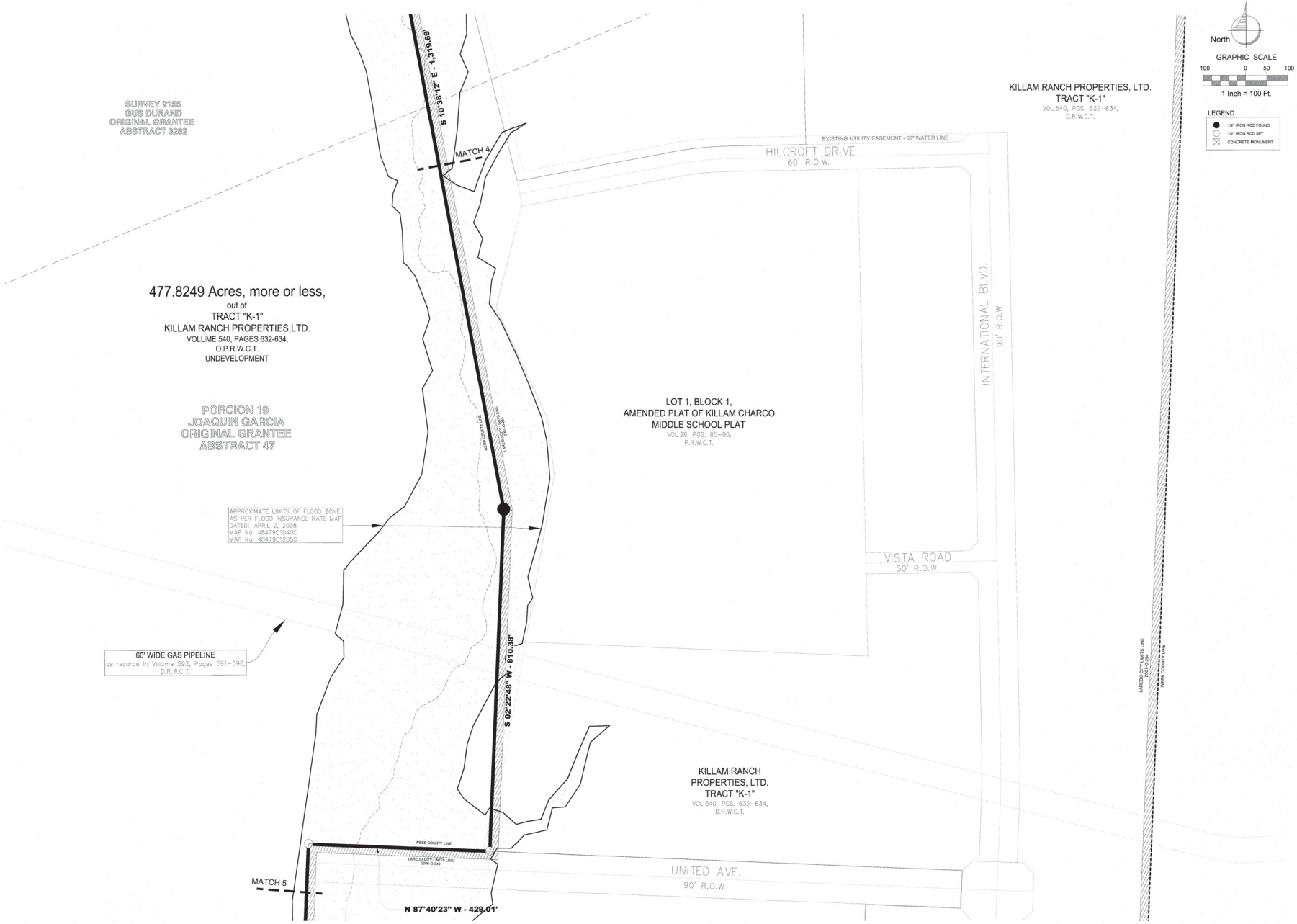
# 2024 ANNEXATION
KILLAM CHARCO TRACT III
SURVEY OF 477.8249 ACRES

K KILLAM
OWNER:
KILLAM RANCH PROPERTIES, LTD.
4320 UNIVERSITY BLVD.
LAREDO, TEXAS 78041
PHONE (956) 724-1414

SHEET NAME:
ANNEXATION SURVEY

REVISED DATE:

| | |
|---|---|
| DRAWN BY: | J.L.B. |
| CHECKED BY: | H.S. |
| APPROVED BY: | H.S. |
| JOB No. | KILLAM - 2023-KD1-S1 |
| FILENAME: | |
| DATE: | 11 - 29 - 2023 |
| SCALE: 24 X 36 | HOR. 1" = 100' |
| SCALE: 11 X 17 | VER. |




SECA ENGINEERING, L.L.C.
CIVIL ENGINEERS • LAND SURVEYORS
1726 CORPUS CHRISTI ST. • LAREDO, TEXAS 78043
OFFICE (956) 753-3614 • FAX (855) 315-2265
TEXAS REGISTERED ENGINEERING FIRM F-13041
TEXAS REGISTERED SURVEYING FIRM LS-100150-00
TBPLS FIRM REGISTRATION No. 100150-00

MESQUITE ENGINEERING
1501 MATAMOROS ST. • LAREDO, TEXAS 78040
PHONE (956) 727-1441 • FAX (956) 726-8997
REGISTRATION No. F-23598

# 2024 ANNEXATION
## KILLAM CHARCO TRACT III
## SURVEY OF 477.8249 ACRES

KILLAM
OWNER:
KILLAM RANCH PROPERTIES, LTD.
4302 UNIVERSITY BLVD.
LAREDO, TEXAS 78041-1934
PHONE (956) 724-1441

SHEET NAME:
ANNEXATION SURVEY

REVISED DATE:

| | |
|---|---|
| DRAWN BY: | J.L.B. |
| CHECKED BY: | H.S. |
| APPROVED BY: | H.S. |
| JOB No: | KILLAM - 2023-K01-S1 |
| FILENAME: | |
| DATE: | 11 - 29 - 2023 |
| SCALE: 24 X 36 | HOR: 1" = 100' |
| | VER: |
| SCALE: 11 X 17 | HOR: |
| | VER: |

5 of 5

SECA ENGINEERING, L.L.C.
CIVIL ENGINEERS • LAND SURVEYORS

1701 Jacaman Rd., Suite #11
Laredo, TX 78041
(956) 235-1594
TXLS Firm Registration # 100138-00

**LEGAL DESCRIPTION for a TRACT OF LAND**
**containing 477.8249 acres, more or less, situated in Porcion 18, Jose de Bustamante, Original Grantee, Abstract 21, Survey 2143, Abel Morgan, Original Grantee, Abstract 3282, Survey 2155, Gus Durand, Original Grantee, Abstract 3282, and Porcion 19, Joaquin Garcia, Original Grantee, Abstract 47, Webb County, Texas**

A tract of land containing 477.8249 acres, more or less, situated in Porcion 18, Jose de Bustamante, Original Grantee, Abstract 21, Survey 2143, Abel Morgan, Original Grantee, Abstract 3282, Survey 2155, Gus Durand, Original Grantee, Abstract 591, and Porcion 19, Joaquin Garcia, Original Grantee, Abstract 47, Webb County, Texas, said 474.4550 acres, more or less, being out of Tract "K-1", a tract of land originally called to contain 43,878.5855 acres, conveyed to Killam Ranch Properties, Ltd., as recorded in Volume 540, Pages 632-634, Official Public Records, Webb County, Texas, said 477.8249 acres, more or less, being more particularly described by metes and bounds as follows:

**BEGINNING** at a ½" iron rod (GPS Coordinates: N:17116322.90, E:669879.49) found on the common boundary line between this tract and San Isidro Ranch East Point Center, Unit 2, as recorded in Volume 20, Pages 47-49, Plat Records of Webb County, Texas, same being on the present north end and east right-of-way line of East Point Drive and on the present City of Laredo City Limits (99-O-345 and 2021-O-248), an exterior corner hereof;

**THENCE**, along the present City of Laredo City Limits (2021-O-248 and 99-O-345) the following bearings and distances:

**THENCE,** N 22° 54' 58" W, a distance of 495.32 feet to a found ½" iron rod, and interior corner hereof;

**THENCE,** S 67° 14' 58" W, a distance of 1,473.66 feet to a found ½" iron rod, same being on the east boundary of a tract of land conveyed to Allea Enterprises, LLC, as recorded in Volume 5135, Page 421, Official Public Records of Webb County, Texas, an exterior corner hereof;

**THENCE,** N 22° 54' 32" W, along the common boundary line between this tract and the Allea Enterprises, LLC tract, as recorded in Volume 5135, Page 421, Official Public Records of Webb County, Texas, a distance of 79.73 feet to a found ½" iron rod, same being the northeast corner of the said Allea Enterprises, LLC tract, an interior corner hereof;

**THENCE,** S 67° 15' 18" W, continuing along the common boundary line between this tract and the Allea Enterprises, LLC tract, a distance of 750.00 feet to a found ½" iron rod, same being the northwest corner of the said Allea Enterprises, LLC tract, an interior corner hereof;

**THENCE,** S 22° 54' 32" E, along the common boundary line between this tract and the Allea Enterprises, LLC tracts, as recorded in Volume 5135, Page 421, Volume 4695, Page 55 and Volume 4438, Page 870, Official Public Records of Webb County, Texas, a distance of 574.96 feet to found ½" iron rod, same being the southwest corner of the Allea Enterprises, LLC tract (Vol. 4438, Pg. 870, OPRWCT) and on the north boundary of said San Isidro Ranch East Point Center, Unit 2, an exterior corner hereof;

**THENCE,** S 67° 14' 47" W, a distance of 250.91 feet to a found ½" iron rod, same being the northwest corner of Lot 1, Block 6, of said San Isidro Ranch East Point Center, Unit 2 and on the east right-of-way line of McPherson Road, a deflection point to the right;

**THENCE,** S 67° 50' 20" W, across the McPherson Road right-of-way, a distance of 119.85 feet to a found concrete monument, same being on the present north end and west right-of-way line of McPherson Road and being the northeast corner of Milo Distribution Center Phase 2, as recorded in Volume 13, Pages 73-74, Plat Records of Webb County, Texas, the southeast corner hereof;

**THENCE,** N 22° 54' 32" W, a distance of 451.08 feet to a set ½" iron rod, same being the point of curvature of a 1,560.00-foot radius curve to the right, having a delta 33° 48' 46", a tangent of 474.15 feet, and a chord of N 06° 00' 09" W – 907.32 feet:

**THENCE,** along the arc of said 1,560.00-foot radius curve to the right, a distance of 920.62 feet to set ½" iron rod,

**THENCE,** N 10° 54' 14" E, a distance of 5,605.83 feet to a set ½" iron rod, the northwest corner hereof;

**THENCE,** S 79° 05' 46" E, a distance of 4,550.18 feet to a set ½" iron rod, the northeast corner hereof;

**THENCE,** S 10° 54' 14" W, a distance of 687.44 feet to a set ½" iron rod, same being the point of curvature of a 940.00-foot radius curve to the left, having a delta 11° 59' 05", a tangent of 98.67 feet, and a chord of S 04° 54' 41" W – 196.26 feet:

**THENCE,** along the arc of said 940.00-foot radius curve to the left, a distance of 196.62 feet to set ½" iron rod;

**THENCE,** S 01° 04' 52" E, a distance of 249.68 feet to a set ½" iron rod, same being on the present City of Laredo City Limits (2007-O-254), an exterior corner hereof;

**THENCE**, along the present City of Laredo City Limits (2007-O-254, 2021-O-247, 2007-O-254, 2006-O-349, 2005-O-319 and 99-O-345) the following bearings and distances to the POINT-OF-BEGINING:

**THENCE,** N 87° 37' 45" W, a distance of 494.03 feet to a set ½" iron rod, an exterior corner hereof;

**THENCE,** N 01° 10' 06" W, a distance of 254.21 feet to a found ½" iron rod, an interior corner hereof;

**THENCE,** S 88° 50' 01" W, a distance of 851.65 feet to a found ½" iron rod, an interior corner hereof;

**THENCE,** S 14° 13' 25" E, a distance of 209.93 feet to a set ½" iron rod, an exterior corner hereof;

**THENCE,** N 87° 37' 45" W, a distance of 144.79 feet to a found ½" iron rod, an interior corner hereof;

**THENCE,** S 10° 38' 12" E, a distance of 1,319.69 feet to a found ½" iron rod, an exterior corner hereof;

**THENCE,** S 02° 22' 48" W, a distance of 810.38 feet to a found ½" iron rod, same being on the north right-of-way line of United Avenue, the exterior corner hereof;

**THENCE,** N 87° 40' 23" W, along the north right-of-way line of United Avenue, a distance of 429.01 feet to a set ½" iron rod, same being on the present west end and the north right-of-way line of United Avenue, an interior corner hereof;

**THENCE,** S 02° 19' 37" W, at 90.00 feet past the south right-of-way line of United Avenue and the northwest corner of the UISD Killam High School, as recorded in Volume 27, Page 46-47, Plat Records of Webb County, Texas, a total distance of 1,391.17 feet to a set ½" iron rod, same being the southwest corner of said UISD Killam High School, an exterior corner of San Isidro Northeast Subdivision, Phase I, as recorded in Volume 27, Pages 4-8, Plat Records of Webb County, Texas, and an northeast corner of San Isidro Northeast Subdivision, Phase II, as recorded in Volume 30, Pages 11-12, Plat Records of Webb County, Texas, an exterior corner hereof;

**THENCE,** S 66° 31' 55" W, a distance of 156.19 feet to a found ½" iron rod, same being the northwest corner of said San Isidro Northeast Subdivision, Phase II and the northeast corner of said San Isidro Ranch East Point Center, Unit 2, a point of deflection to the left;

**THENCE,** S 67° 45' 15" W, a distance of 106.19 feet to a found ½" iron rod, a point of deflection to the left;

**THENCE,** S 67° 45' 15" W, a distance of 111.01 feet to a found ½" iron rod, a point of deflection to the right;

**THENCE,** S 67° 20' 11" W, a distance of 715.04 feet to the **POINT OF BEGINNING** of this tract of land containing 477.8249 acres, more or less.

**Basis of Bearings: Texas Coordinate System of 1983, South Zone 4205.**

STATE OF TEXAS
COUNTY OF WEBB

I, Hugo Seca, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this Legal Description and the Plat of Survey attached are true and correct and were prepared from record information and from an actual survey on the ground made under my supervision.

Executed this 29th day of November, 2023.

**Hugo Seca, RPLS No. 5783 – Texas**

# KILLAM CHARCO TRACT III - ANNEXATION 2024

**Prepared by:**
Jose L Benavides
MESQUITE ENGINEERING
1501 Matamoros St.
Date: 11/28/2023

---

Parcel Name: KC-Tract III

North: 17,116,322.8962' East: 669,879.4930'

Segment# 1: Line
Course: N22° 54' 57.93"W Length: 495.320'
North: 17,116,779.1236' East: 669,686.6240'

Segment# 2: Line
Course: S67° 14' 57.76"W Length: 1,473.662'
North: 17,116,209.2276' East: 668,327.6176'

Segment# 3: Line
Course: N22° 54' 31.96"W Length: 79.729'
North: 17,116,282.6680' East: 668,296.5818'

Segment# 4: Line
Course: S67° 15' 17.99"W Length: 750.000'
North: 17,115,992.6951' East: 667,604.9058'

Segment# 5: Line
Course: S22° 54' 32.00"E Length: 574.961'
North: 17,115,463.0841' East: 667,828.7190'

Segment# 6: Line
Course: S67° 14' 46.85"W Length: 250.907'
North: 17,115,366.0406' East: 667,597.3396'

Segment# 7: Line
Course: S67° 50' 20.34"W
North: 17,115,320.8323'
Length: 119.849'
East: 667,486.3442'

Segment# 8: Line
Course: N22° 54' 32.00"W
North: 17,115,736.3334'
Length: 451.080'
East: 667,310.7537'

Segment# 9: Curve
Length: 920.622'
Delta: 33.8127 (d)
Chord: 907.320'
Course In: N67° 05' 28.00"E
RP North: 17,116,343.5897'
End North: 17,116,638.6792'
Radius: 1,560.000'
Tangent: 474.152'
Course: N6° 00' 09.22"W
Course Out: N79° 05' 46.45"W
East: 668,747.7087'
East: 667,215.8725'

Segment# 10: Line
Course: N10° 54' 13.55"E
North: 17,122,143.3061'
Length: 5,605.833'
East: 668,276.2716'

Segment# 11: Line
Course: S79° 05' 46.45"E
North: 17,121,282.5949'
Length: 4,550.177'
East: 672,744.3010'

Segment# 12: Line
Course: S10° 54' 13.55"W
North: 17,120,607.5647'
Length: 687.441'
East: 672,614.2647'

Segment# 13: Curve
Length: 196.623'
Delta: 11.9848 (d)
Chord: 196.265'
Course In: S79° 05' 46.45"E
RP North: 17,120,429.7544'
End North: 17,120,412.0205'
Radius: 940.000'
Tangent: 98.672'
Course: S4° 54' 40.99"W
Course Out: S88° 55' 08.42"W
East: 673,537.2942'
East: 672,597.4615'

Segment# 14: Line
Course: S1° 04' 51.58"E
North: 17,120,162.3800'
Length: 249.685'
East: 672,602.1720'

Segment# 15: Line
Course: N87° 37' 45.08"W
North: 17,120,182.8164'
Length: 494.032'
East: 672,108.5629'

Segment# 16: Line
Course: N1° 10' 06.29"W
North: 17,120,436.9775'
Length: 254.214'
East: 672,103.3792'

Segment# 17: Line
Course: S88° 50' 01.06"W
North: 17,120,419.6417'
Length: 851.651'
East: 671,251.9046'

Segment# 18: Line
Course: S14° 13' 25.47"E
North: 17,120,216.1483'
Length: 209.929'
East: 671,303.4861'

Segment# 19: Line
Course: N87° 37' 45.08"W
North: 17,120,222.1376'
Length: 144.786'
East: 671,158.8240'

Segment# 20: Line
Course: S10° 38' 11.77"E
North: 17,118,925.1201'
Length: 1,319.693'
East: 671,402.4120'

Segment# 21: Line
Course: S2° 22' 47.79"W
North: 17,118,115.4421'
Length: 810.377'
East: 671,368.7604'

Segment# 22: Line
Course: N87° 40' 22.65"W
North: 17,118,132.8613'
Length: 429.010'
East: 670,940.1041'

Segment# 23: Line
Course: S2° 19' 37.13"W
North: 17,116,742.8405'

Length: 1,391.168'
East: 670,883.6195'

Segment# 24: Line
Course: S66° 31' 55.29"W
North: 17,116,680.6404'

Length: 156.189'
East: 670,740.3500'

Segment# 25: Line
Course: S67° 45' 15.20"W
North: 17,116,640.4393'

Length: 106.189'
East: 670,642.0648'

Segment# 26: Line
Course: S67° 45' 15.20"W
North: 17,116,598.4135'

Length: 111.009'
East: 670,539.3184'

Segment# 27: Line
Course: S67° 20' 11.38"W
North: 17,116,322.8962'

Length: 715.038'
East: 669,879.4930'

Perimeter: 23,399.174'
Error Closure: 0.0011
Error North : 0.00024

Area: 20,814,051.87Sq.Ft.
Course: N77° 20' 30.73"W
East: -0.00109

Precision 1: 21,271,976.364

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| TRACT 2: Killam Charco Industrial Tract | | | Acres: | 477.82 | | | | | | | |
| | | | | | | | | | | | |
| APPLICANT: Radcliffe Killam II – Killam Ranch Properties, Ltd | | | | | | | | | | | |
| | | | | | | | | | | | |
| LOCATION: North of Union Pacific Boulavard and West of International Boulevard | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| PROPOSED DEVELOPMENT: Industrial. Proposed take down: 2026 | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | **2024** | **2025** | **2026** | **2027** | **2028** | **2029** | **2030** | **2031** | **2032** | **2033** | **Build-out** |
| Estimated population per development year | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total acreage | 477.82 | 477.82 | 477.82 | 477.82 | 477.82 | 477.82 | 477.82 | 477.82 | 477.82 | 477.82 | 477.82 |
| Single family dwelling units | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0 |
| Institutional | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Industrial/ commercial acreage | 0.00 | 0.00 | 477.82 | 477.82 | 477.82 | 477.82 | 477.82 | 477.82 | 477.82 | 477.82 | 477.82 |
| Park/Open Space (acres) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| Taxable Value (cumulative) | 62,234 | 62,234 | 62,234 | 95,323,330 | 95,323,330 | 95,323,330 | 95,323,330 | 95,323,330 | 95,323,330 | 95,323,330 | 95,323,330 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| GENERAL FUND (cumulative; rates shown are static, in all likelihood some increase will occur) | | | | | | | | | | | |
| Taxes: Property | 332 | 332 | 332 | 508,974 | 508,974 | 508,974 | 508,974 | 508,974 | 508,974 | 508,974 | 508,974 |
| Garbage Fees | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Stormwater Fees | 0 | 0 | 8,640 | 8,640 | 8,640 | 8,640 | 8,640 | 8,640 | 8,640 | 8,640 | 8,640 |
| TOTAL | 332 | 332 | 8,972 | 517,614 | 517,614 | 517,614 | 517,614 | 517,614 | 517,614 | 517,614 | 517,614 |
| *Garbage fees are not applicable to industrial sites because City of Laredo is not capable of providing services. They are serviced by private providers. | | | | | | | | | | | |
| | | | | | | | | | | | |
| GENERAL FUND EXPENDITURES - data based on per capita cost; cost data not available for commercial properties. | | | | | | | | | | | |
| Police | 4,507 | 4,507 | 4,507 | 4,507 | 4,507 | 4,507 | 4,507 | 4,507 | 4,507 | 4,507 | 4,507 |
| Fire & EMS | 4,050 | 4,050 | 4,050 | 4,050 | 4,050 | 4,050 | 4,050 | 4,050 | 4,050 | 4,050 | 4,050 |
| Sanitation/Street Maintenance | 0 | 0 | 4,460 | 4,460 | 4,460 | 4,460 | 4,460 | 4,460 | 4,460 | 4,460 | 4,460 |
| TOTAL | 8,557 | 8,557 | 13,017 | 13,017 | 13,017 | 13,017 | 13,017 | 13,017 | 13,017 | 13,017 | 13,017 |
| | | | | | | | | | | | |
| REVENUES LESS EXPENDITURES | -$8,224 | -$8,224 | -$4,044 | $504,598 | $504,598 | $504,598 | $504,598 | $504,598 | $504,598 | $504,598 | $504,598 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| ENTERPRISE SYSTEM REVENUES (cumulative) | | | | | | | | | | | |
| Water System | 0 | 0 | 4,833 | 4,930 | 5,029 | 5,129 | 5,232 | 5,336 | 5,443 | 5,552 | 5,552 |
| Wastewater System | 0 | 0 | 3,653 | 3,726 | 3,801 | 3,877 | 3,954 | 4,033 | 4,114 | 4,196 | 4,196 |
| | | | | | | | | | | | |
| ENTERPRISE SYSTEM EXPENDITURES (cumulative) | | | | | | | | | | | |
| Water System | 0 | 0 | 4,655 | 4,748 | 4,843 | 4,940 | 5,039 | 5,140 | 5,243 | 5,347 | 5,347 |
| Wastewater System | 0 | 0 | 3,503 | 3,573 | 3,645 | 3,718 | 3,792 | 3,868 | 3,945 | 4,024 | 4,024 |
| | | | | | | | | | | | |
| SYSTEM PROFIT/ (LOSS) | $0 | $0 | $328 | $334 | $341 | $348 | $355 | $362 | $369 | $377 | $377 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| Additional revenues (at proposed rates): | | $613,852 | for water treatment capacity | | | | | | | | |
| | | $754,724 | for wastewater treatment capacity | | | | | | | | |
| | | | | | | | | | | | |
| RECOMMENDATION: Approval | | | | | | | | | | | |

## City Council

**Meeting Date:** 8/5/2024 **Final Readings 9.**

**SUBJECT**
Concerning a voluntary annexation application by Christopher M. Cabello on behalf of CAS Cabello Enterprises, LLC., altering and extending the boundary limits of the City of Laredo, annexing additional territory of 9.983 acres, more or less, located north of State Highway 359 and east of Camino Nuevo Road. Providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District).

The Planning and Zoning Commission recommended approval of the annexation and initial zoning.

Staff supports the application and initial zoning.

AN-004-2024
District III - Cm. Melissa R. Cigarroa

**PREVIOUS COUNCIL ACTION**
The item was introduced by the Honorable Melissa R. Cigarroa at the regular council meeting of July 22, 2024.

Pursuant to Ordinance 2020-O-130, there are two (2) annexation cycles per year.

**BACKGROUND**
Texas Local Government Code Section 43.0673 requires a public hearing before City Council. The public hearing was held on June 24, 2024. The petition for annexation was presented before the Planning and Zoning Commission on May 16, 2024 for a recommendation. The petition for annexation will subsequently go before City Council for final reading of the ordinance on August 5, 2024.

Tract 4 is as follow:

Voluntary Annexation:
Tract 4 - 9.983 acres, more or less, located north of State Highway 359 and east of Camino Nuevo Road.

Petitioner: Christopher M. Cabello on behalf of CAS Cabello Enterprises, LLC.

**COMMITTEE RECOMMENDATION**
The Planning and Zoning Commission reviewed the proposed annexation and zoning designation on May 16, 2024 and in a 6 to 0 vote, recommended approval of the annexation and initial zoning.

Proposed Use: M-1 (Light Manufacturing District) - Existing automobile impound yard, automobile wrecker service, auto auction.

Site: Existing automobile impound yard, automobile wrecker service, and automobile auto auction.

Surrounding land uses: The area immediately to the north and east is undeveloped land. The land to the west has begun the platting process for an industrial site. Further to the west is the Webb County Youth Village and the Laredo Flea Market. To the south is the Suarez Brothers Crane and Hauling Service.

Comprehensive Plan: The Future Land Use Map identifies this tract as Mixed Use Center. RE: https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Future Transportation Plan identifies State Highway 359 as an Expressway.

Camino Nuevo Road is not identified. RE: https://www.cityoflaredo.com/departments/planning-and-zoning/plans

Letters sent to surrounding property owners: 6 In Favor: 0 Opposed: 0

**STAFF RECOMMENDATION**
Staff supports the annexation.
Staff supports the initial zoning. While the site is not in conformance with the Future Land Use designation of Mixed Use Center, the site is adjacent to M-1 zoning and a proposed industrial park to the west. The proposed zoning is compatible with surrounding uses.

IMPACT ANALYSIS
M-1 (Light Manufacturing District):
The purpose of the M-1 (Light Manufacturing District) is to encourage the development of manufacturing and wholesale business establishments which are clean, quiet, and free of hazardous or objectionable elements such as noise, odor, dust, smoke or glare. Research activities are encouraged. This district is further designed to act as a transitional use between heavy industrial uses and other less intense and residential uses.

Is this change contrary to the established land use pattern?
No. The site is an existing automobile impound yard, automobile wrecker service, and an automobile auto auction facility. The tract to the south is used as a crane and hauling service.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The area to the north and west is zoned M-1. The area to the east and immediately south is unzoned.

Will change adversely influence living conditions in the neighborhood?
No. There are no residential neighborhoods in the area.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
N/A

## Fiscal Impact

| | |
|---|---|
| Fiscal Year: | Click or tap here to enter text. |
| Budgeted Y/N?: | Click or tap here to enter text. |
| Source of Funds: | Click or tap here to enter text. |
| Account #: | Click or tap here to enter text. |
| Change Order: Exceeds 25% Y/N: | Click or tap here to enter text. |

**FINANCIAL IMPACT:**
Click or tap here to enter text.

**ORDINANCE NO. 2024-O-142**

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 9.983 ACRES, MORE OR LESS, LOCATED NORTH OF STATE HIGHWAY 359 AND EAST OF CAMINO NUEVO ROAD. PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF M-1 (LIGHT MANUFACTURING DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit “A”; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, a public hearing was held in compliance with Article 43.0673, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearing was duly given, as provided by law, and such hearing was held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearing, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land containing 9.983 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and

the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as M-1 (Light Manufacturing District).

Section 4: Severability

If any provision, section subsection, sentence, clause, or phrase of this ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5: Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the city hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

# CITY OF LAREDO
# ANNEXATION AGREEMENT AND SERVICE PLAN
# TRACT 4
# CABELLO RECOVERY TRACT

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.003 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Christopher M. Cabello and Maria Isabel Cabello, on behalf of CAS Cabello Enterprises LLC., has filed a voluntary petition with the City of Laredo for the annexation of a 9.983 acre tract of land, said tract of land being more particularly described by metes and bounds on the attached Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.0672 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars ($750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and CAS Cabello Enterprises, LLC., being the parties to this A**NNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 9.983 acres of land, more or less, belonging to CAS Cabello Enterprises, LLC.

## SERVICE PLAN

A petition for annexation from CAS Cabello Enterprises, LLC., was received for property designated as "Tract 4 (Cabello Recovery Tract)" described by metes and bounds in Exhibit "A" of this Annexation Agreement and Service Plan and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.0672 of the Texas Local Government Code and was available for review by the public at hearings duly held on June 24, 2024. Public notice of the hearings was provided on June 9, 2024, not more than twenty or less than ten days before the hearings as provided in Section 43.0673 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.

2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 11, which is located approximately 6.7 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.

3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

| | |
|---|---|
| Lots under 10,000 sq.ft. | $1,288.71/lot (135 gpcd X 3.7 person/lot X $2.58/gal) |
| Lots over 10,000 sq.ft. | $1,927.12/lot |

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

| | |
|---|---|
| Less than 1.0 acres | $1,284.68/lot |
| Lots 1 acre and Fraction: | $1,927.12/acre |

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

| | |
|---|---|
| Lots under 10,000 sq.ft. | $2,186.70/lot (100 gpcd X 3.7 person/lot X $5.91/gal) |
| Lots over 10,000 sq.ft. | $2,569.51/lot |

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:

| | |
|---|---|
| Less than 5.0 acres | $1,579.50/acre (15 people/ac. X 18 gallons/person/day X $5.85 gallon=$1,579.50) |
| More than 5.01 acres | $1,927.12/acre |

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: Any future residential developments proposed to be constructed on the annexed property must satisfy all requirements for parkland and improvement fees, as defined in the most recently adopted Parkland Dedication Ordinance.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service

plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner. This *Section 3. Land Use* shall survive the expiration of this agreement.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

**THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO AND EXECUTED ON THIS_____DAY OF____, 2024.**

**CITY OF LAREDO,**
**a Texas Municipal Corporation**

**By: _____**
**Joseph Neeb**
**City Manager**

**ATTESTED:**

_____
**Mario Maldonado, Jr.**
**City Secretary**

**CAS Cabello Enterprises, LLC.**

**By:** _____
**Christopher M. Cabello**
**Authorized Representative**

By: _____
**Maria Isabel Cabello**
**Authorized Representative**

**APPROVED AS TO FORM:**

_____
**Doanh "Zone" T. Nguyen**
**City Attorney**

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ___ day of _____ , 2024 by Joseph Neeb, for and on behalf of the City of Laredo.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ___ day of _____, 2024 by Christopher M. Cabello, on behalf of CAS Cabello Enterprises, LLC.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ___ day of _____, 2024 by Maria Isabel Cabello, on behalf of CAS Cabello Enterprises, LLC.

_____
Notary Public, State of Texas

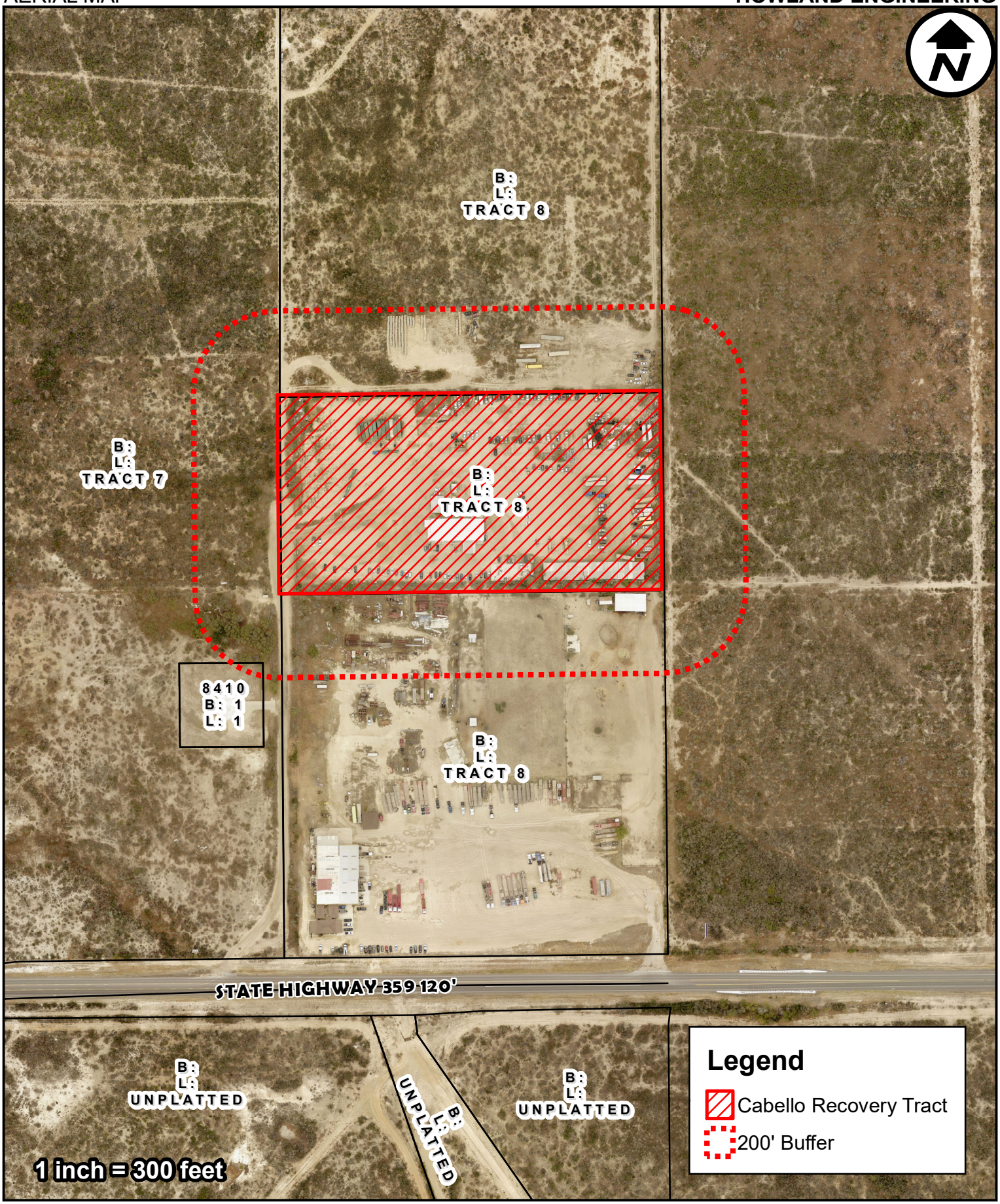
TRACT 4

# CABELLO RECOVERY TRACT

10 ACRES

AERIAL MAP

HOWLAND ENGINEERING





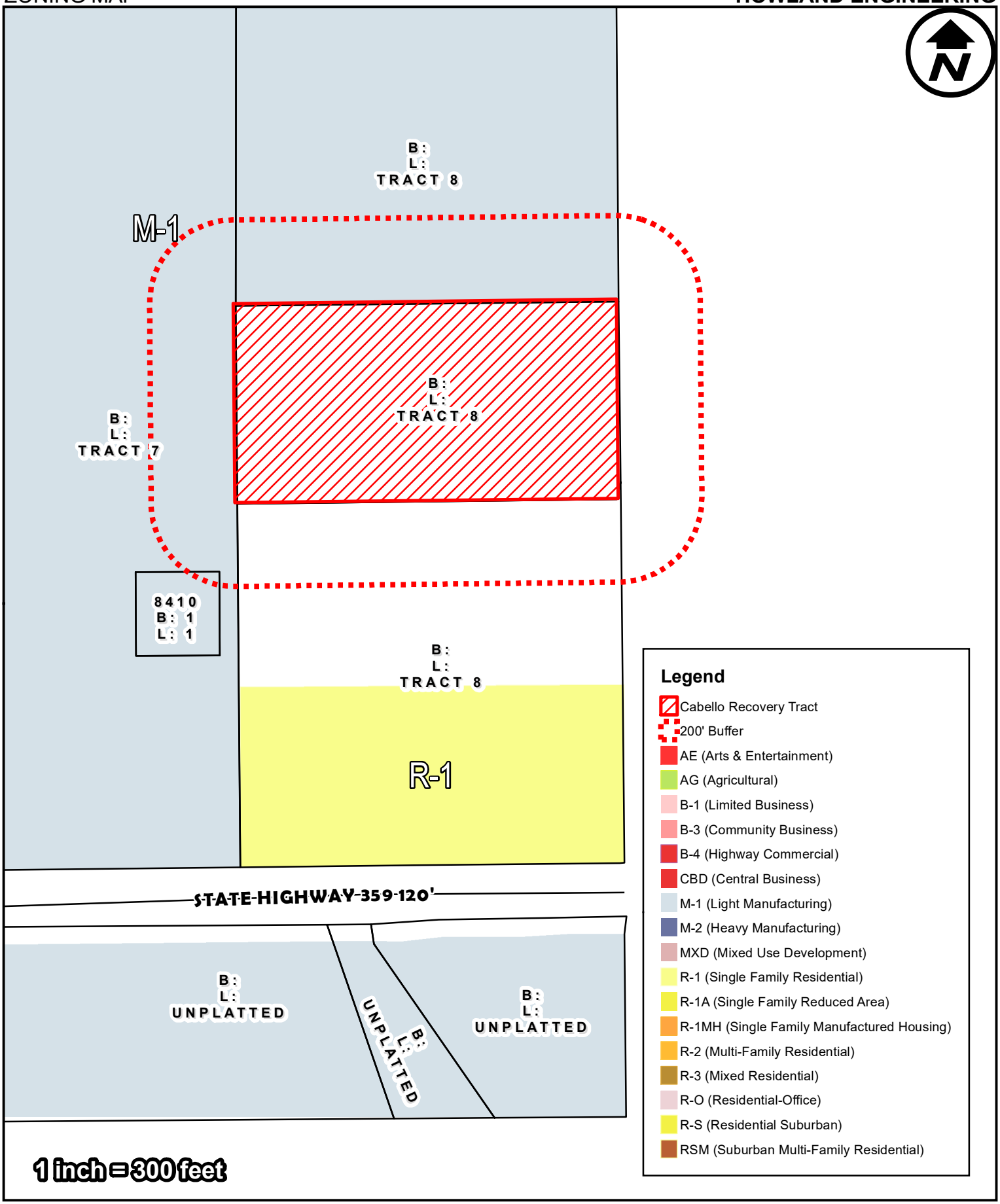
City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040



DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentgrou conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability fo any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use of this data indicates your unconditional acceptance of all risks associated with the use of this data.

**TRACT 4** | **CABELLO RECOVERY TRACT** | **10 ACRES**

ZONING MAP | **HOWLAND ENGINEERING**




*City of Laredo Planning Department*
*1413 Houston Street*
*Laredo, Texas 78040*

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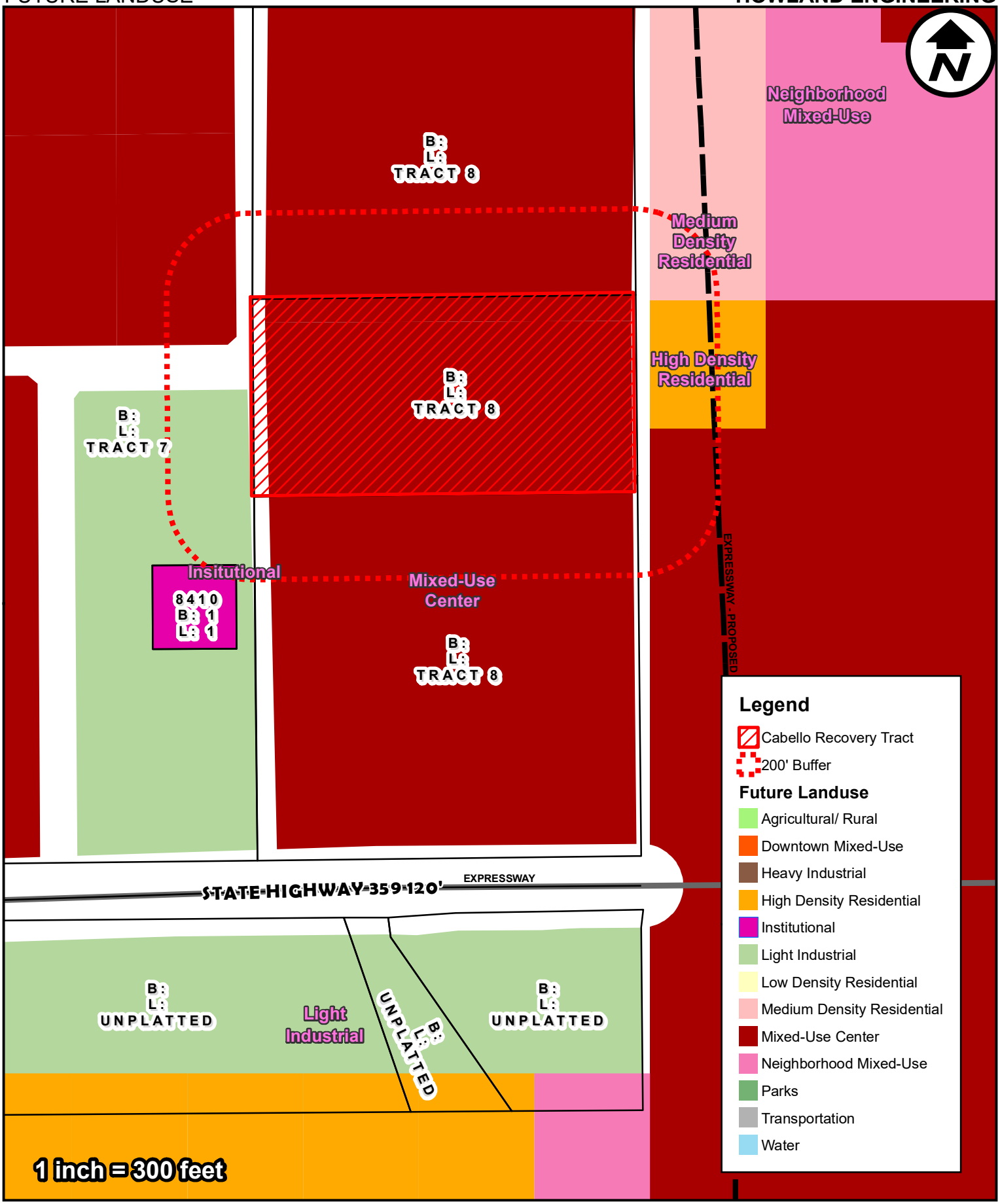
TRACT 4

# CABELLO RECOVERY TRACT

10 ACRES

FUTURE LANDUSE

HOWLAND ENGINEERING





*City of Laredo Planning Department*
*1413 Houston Street*
*Laredo, Texas 78040*



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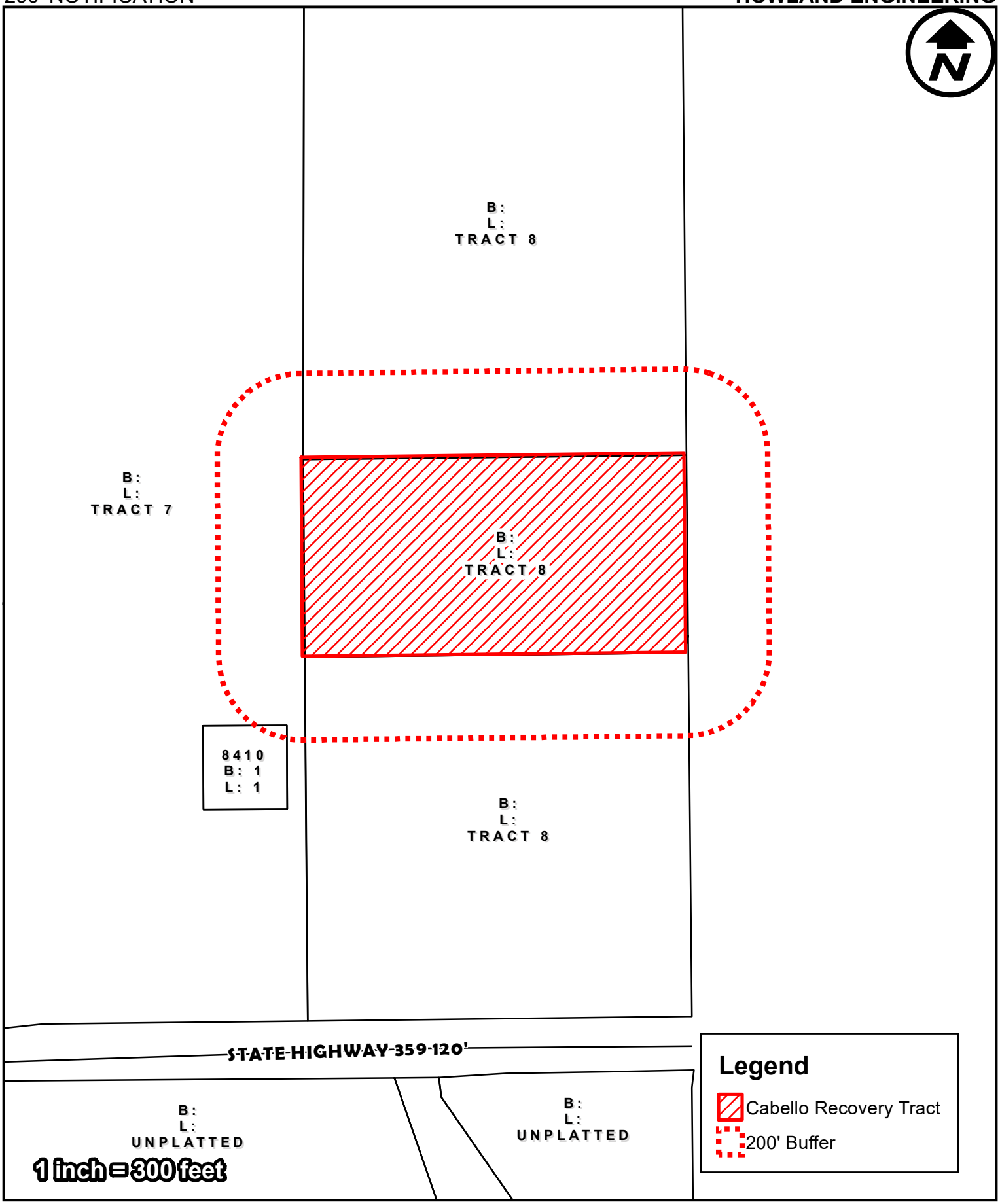
**TRACT 4**

# CABELLO RECOVERY TRACT

**10 ACRES**

200' NOTIFICATION

**HOWLAND ENGINEERING**





*City of Laredo Planning Department*
*1413 Houston Street*
*Laredo, Texas 78040*



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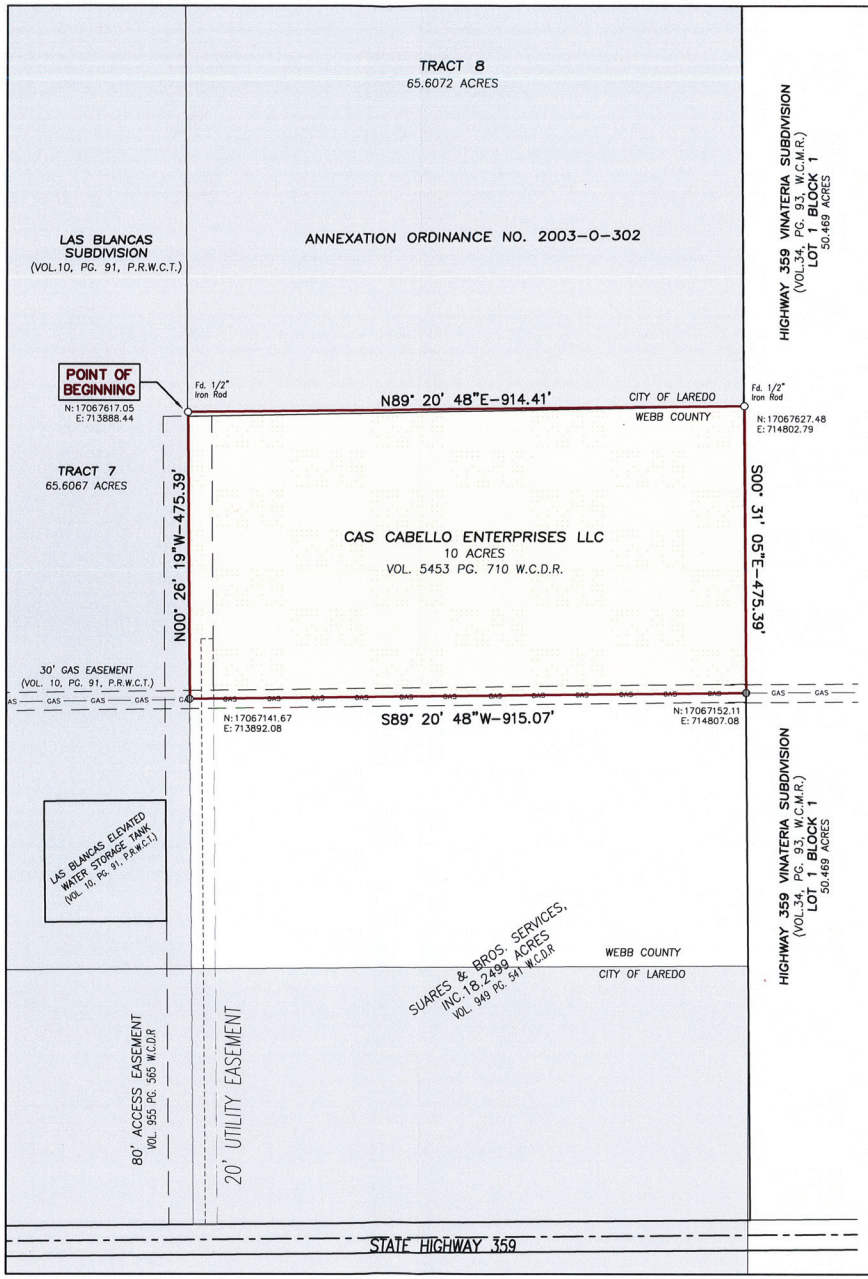



| LEGEND | |
|---|---|
| | = ANNEXATION BOUNDARY |
| | = EX. ANNEXATION LINE |
| | = ANNEXATION AREA |
| | = CITY OF LAREDO LIMITS |

| REVISION LOG | | |
|---|---|---|
| REVISION 1: | DATE: | COMMENTS: |
| REVISION 2: | DATE: | COMMENTS: |
| REVISION 3: | DATE: | COMMENTS: |

## LEGAL DESCRIPTION

**A TRACT OF LAND CONTAINING 9.983 ACRES.**≈ (434,857 squared feet), Situated in Porcion 32, Abstract 296, Antonio Trevino Original Grantee, Webb County, Texas. Being out of Tract Eight(8), of the Las Blancas Subdivision, 576.5857 acre tract, recorded in volume 10, page 91 of the Plat Records of the Webb County Texas. This 9.98 acre tract owned by Cas Cabello Enterprises LLC. recorded in volume 5453. page 710 of w.c.d.r., This tract being more particularly described as follows:

**BEGINNING,** at a found ½" iron rod being the Northwest corner of said 9.983 acre tract also being an interior corner of the City of Laredo Annexation Limits for the **TRUE POINT OF BEGINNING;**

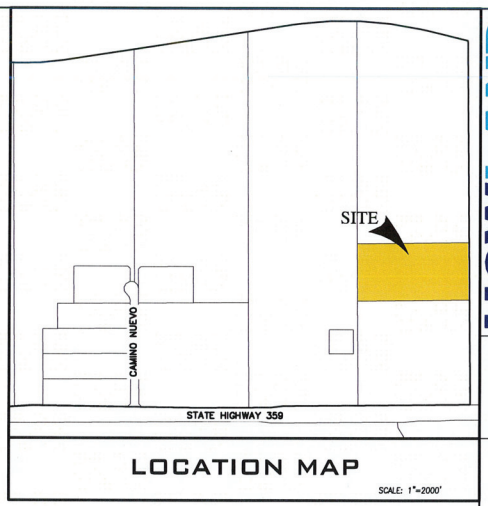
**THENCE, N89° 20' 48"E,** along the East boundary line of said 9.983 acre tract also being along the City of Laredo Annexation Limits, a distance of **914.41 FEET,** to a found ½" iron rod being the Northeast corner of said 9.98 acre tract also being an exterior corner of the City of Laredo Annexation Limits, for the Northeast corner of this tract hereof;

**THENCE, S00° 31' 05"E,** along the East boundary line of said 9.983 acre tract, also being the West boundary line of Lot 1, Block 1 Highway 359 Vinateria Subdivision as recorded in volume.34 page. 93 w.c.d.r., a distance **475.39 FEET** to the Southeast corner of said 9.98 acre tract also being the Northeast corner of a 18.2499 acre tract as per deed recorded in volume 949, page 541 w.c.d.r., for the Southeast corner of this tract hereof;

**THENCE, S89° 20' 48"W,** along the South boundary line of said 9.983 acre tract also being the North line of said 18.2499 acre tract, a distance of **915.07 FEET** to the Southwest corner of said 9.983 acre tract and the Northwest corner of said 18.2499 acre tract also being on the City of Laredo Annexation Limits, for the Southwest corner hereof;

**THENCE, N00° 26' 19"W,** along the West boundary line of said 9.983 acre tract also being along the City of Laredo Annexation Limits, a distance of **475.39 FEET,** to the Point of Beginning of this 9.983 acre tract, more or less.

*Basis of Bearing South Zone (4205) Nad 83*




LOCATION MAP
SCALE: 1"=2000'

BASIS OF BEARINGS: G.P.S. COORDINATES, N.A.D. 83, TEXAS STATE PLANE SOUTH ZONE (4205).

MONUMENTS HELD: A FOUND ½" IRON ROD BEING IN THE NORTHWEST CORNER OF SAID 10 ACRE TRACT RECORDED IN CAS CABELLO ENTERPRISES LLC. VOL. 5453 PAGE 710 W.C.D.R., SAME BEING THE NORTHEAST CORNER OF SAID 10 ACRE TRACT RECORDED IN CAS CABELLO ENTERPRISES LLC. VOL. 5453 PAGE 710 W.C.D.R. CALLED: N 89°57'07" E ~ 915.72' MEASURED: N 89°20'48" E ~ 914.41'

### SURVEYOR'S CERTIFICATE

I, BERNAL F. SLIGHT, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT AND ITS ACCOMPANYING FIELD NOTE DESCRIPTION CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND DIRECTION.

STATE OF TEXAS
REGISTERED
BERNAL F. SLIGHT
5328
PROFESSIONAL LAND SURVEYOR

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5328 — 01-18-2024 DATE

HOWLAND
ENGINEERING AND SURVEYING CO.
TBPE Firm Registration No. F-4097 / TBPLS Firm Registration No. 100464-00
7615 N. Bartlett Avenue | P.O.Box 451128 (78045) | Laredo, TX. 78041
P. 956.722.4411 | F. 956.722.5414
www.howlandcompanies.com

GRAPHIC SCALE
90 0 25 50 100 200
( IN FEET )
(24 x 36) 1 inch = 100 Ft.

SURVEY OF

A TRACT OF LAND CONTAINING 9.983 ACRES, 434856.86 SQUARED FEET, SITUATED IN PORCION 32, ABSTRACT 297, ANTONIO TREVINO ORIGINAL GRANTEE, WEBB COUNTY, TEXAS. BEING OUT OF TRACT EIGHT(8), OF THE LAS BLANCAS SUBDIVISION, 576.5857 ACRE TRACT, RECORDED IN VOLUME 10, PAGE 91 OF THE PLAT RECORDS OF THE WEBB COUNTY TEXAS.

| | |
|---|---|
| DRAWN BY: | O.A.R. |
| CHECKED BY: | B.F.S. |
| DRAWN DATE: | 1.19.2023 |
| PLOTTED DATE: | |
| JOB No. | E-308-24 |
| FILE NAME: | |
| STATUS: | SURVEY |
| AS-BUILT: | |
| REVISED DATE: | |
| SCALE: ( 24"x36" ) SHEET | |
| HOR: 1"=200' \| VER. | |
| SCALE: ( 11"x17" ) SHEET | |
| HOR: 1"=400' \| VER. | |
| SHEET | 1 OF 1 |

HOWLAND
ENGINEERING AND SURVEYING CO.

**LEGAL DESCRIPTION FOR**
**FOR A 9.983 ACRE TRACT**

**A TRACT OF LAND CONTAINING 9.983 ACRES** (434,857 squared feet) situated in Porcion 32, Abstract 296, Antonio Trevino Original Grantee, Webb County, Texas. Being out of Tract Eight (8), of the Las Blancas Subdivision, 576.5857 acre tract, recorded in volume 10, page 91 of the Plat Records of the Webb County Texas. This 9.983 acre tract owned by Cas Cabello Enterprises LLC. recorded in volume 5453, page 710 of W.C.D.R., This tract being more particularly described as follows:

**BEGINNING**, at a found 1/2" iron rod being the Northwest Corner of said 9.983 acre tract also being an interior corner of the City of Laredo Annexation Limits for the **TRUE POINT OF BEGINNING;**

**THENCE, N89° 20' 48"E,** along the North line of said 9.983 acre tract also being along the City of Laredo Annexation Limits, a distance of **914.41 FEET,** to a found ½" iron rod being the Northeast corner of said 9.983 acre tract also being an exterior corner of the City of Laredo Annexation Limits, for the Northeast corner of this tract hereof;

**THENCE, S00° 31' 05"E,** along the East boundary line of said 9.983 acre tract, also being the West boundary line of Lot 1, Block 1 Highway 359 Vinateria Subdivision as recorded in volume 34, page 93 W.C.D.R., a distance of **475.39 FEET,** to the southeast corner of said 9.983 acre tract also being the north east corner of a 18.2499 acre tract as per deed recorded in volume 949, page 541 W.C.D.R, for the Southeast corner of this tract hereof;

**THENCE, S89° 20' 48"W,** along the South boundary line of said 9.983 acre tract also being the North line of said 18.2499 acre tract, a distance of **915.07 FEET** to the Southwest corner of said 9.983 acre tract and the Northwest corner of said 18.2499 acre tract also being on the City of Laredo Annexation Limits, for the Southwest corner hereof;

**THENCE, N00° 26' 19"W,** along the West boundary line of said 9.983 acre tract also being along the City of Laredo Annexation Limits, a distance of **475.39 FEET**, to the Point of Beginning of this 9.983 acre tract, more or less.

Basis of Bearing: G.P.S. Coordinates, N.A.D. 83, Texas State Planes, South Zone

**R.P.L.S. No. 5328 – Texas**

STATE OF TEXAS · REGISTERED · BERNAL F. SLIGHT · 5328 · PROFESSIONAL LAND SURVEYOR

**01/18/24**
**Date**

HOWLAND
ENGINEERING AND SURVEYING CO.

# BOUNDARY CLOSURE FOR A 9.983 ACRE TRACT SURVEY

| | | | |
|---|---|---|---|
| **Direction:** | **N89° 20' 48"E** | **Distance:** | **914.41'** |
| **Direction:** | **S00° 31' 05"E** | **Distance:** | **475.39'** |
| **Direction:** | **S89° 20' 48"W** | **Distance:** | **915.07'** |
| **Direction:** | **N00° 26' 19"E** | **Distance:** | **475.39'** |

Basis of Bearing: G.P.S. Coordinates, N.A.D. 83, Texas State Planes, South Zone

**Area:** 434859.24 Sq. Ft. – 9.983 Acres
**Perimeter:** 2780.26'
**Error of Closure:** 0.00'
**Error direction:** S22° 03' 58" W

R.P.L.S. No. 5328 – Texas

STATE OF TEXAS
REGISTERED
BERNAL F. SLIGHT
5328
PROFESSIONAL
LAND SURVEYOR

01/18/24
Date



www.howlandcompanies.com
7615 N. Bartlett Avenue | P.O. Box 451128 (78045) | Laredo, TX 78041 P. 956.722.4411 | F. 956.441.0180
4902 Sinclair Road | San Antonio, TX 78222 P. 210.648.1600 | F. 210.648.1605
TBPE Firm Registration No. F-4097 | TBPLS Firm Registration No. 100464-00 | TBPLS Firm Registration No. 10194361

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| TRACT 4: Cabello Recovery Tract | | | Acres: | 9.98 | | | | | | | |
| | | | | | | | | | | | |
| APPLICANT: Christopher M. Cabello - CAS Cabello Enterprises | | | | | | | | | | | |
| | | | | | | | | | | | |
| LOCATION: North of State Highway 359 and East of Camino Nuevo Road | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| PROPOSED DEVELOPMENT: Commercial - Auto Impound Yard, AutoWrecker Service, and Auto Auction. Proposed take down: 2026 - 2028 | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | **2024** | **2025** | **2026** | **2027** | **2028** | **2029** | **2030** | **2031** | **2032** | **2033** | **Build-out** |
| Estimated population per development year | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total acreage | 9.98 | 9.98 | 9.98 | 9.98 | 9.98 | 9.98 | 9.98 | 9.98 | 9.98 | 9.98 | 9.98 |
| Single family dwelling units | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Institutional | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Industrial/ commercial acreage | 9.98 | 9.98 | 9.98 | 9.98 | 9.98 | 9.98 | 9.98 | 9.98 | 9.98 | 9.98 | 9.98 |
| Park/Open Space (acres) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| Taxable Value (cumulative) | 543,769 | 543,769 | 543,769 | 543,769 | 543,769 | 543,769 | 543,769 | 543,769 | 543,769 | 543,769 | 543,769 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| GENERAL FUND (cumulative; rates shown are static, in all likelihood some increase will occur) | | | | | | | | | | | |
| Taxes: Property | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 | 2,903 |
| Garbage Fees | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Stormwater Fees | 0 | 0 | 1,440 | 1,440 | 1,440 | 1,440 | 1,440 | 1,440 | 1,440 | 1,440 | 1,440 |
| TOTAL | 2,903 | 2,903 | 4,343 | 4,343 | 4,343 | 4,343 | 4,343 | 4,343 | 4,343 | 4,343 | 4,343 |
| *Garbage fees are not applicable to industrial sites because City of Laredo is not capable of providing services. They are serviced by private providers. | | | | | | | | | | | |
| | | | | | | | | | | | |
| GENERAL FUND EXPENDITURES - data based on per capita cost; cost data not available for commercial properties. | | | | | | | | | | | |
| Police | 751 | 751 | 751 | 751 | 751 | 751 | 751 | 751 | 751 | 751 | 751 |
| Fire & EMS | 675 | 675 | 675 | 675 | 675 | 675 | 675 | 675 | 675 | 675 | 675 |
| Sanitation/Street Maintenance | 0 | 0 | 112 | 112 | 112 | 112 | 112 | 112 | 112 | 112 | 112 |
| TOTAL | 1,426 | 1,426 | 1,538 | 1,538 | 1,538 | 1,538 | 1,538 | 1,538 | 1,538 | 1,538 | 1,538 |
| | | | | | | | | | | | |
| REVENUES LESS EXPENDITURES | $1,477 | $1,477 | $2,805 | $2,805 | $2,805 | $2,805 | $2,805 | $2,805 | $2,805 | $2,805 | $2,805 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| ENTERPRISE SYSTEM REVENUES (cumulative) | | | | | | | | | | | |
| Water System | 0 | 0 | 0 | 0 | 838 | 855 | 872 | 889 | 907 | 925 | 925 |
| Wastewater System | 0 | 0 | 0 | 0 | 633 | 646 | 659 | 672 | 686 | 699 | 699 |
| | | | | | | | | | | | |
| ENTERPRISE SYSTEM EXPENDITURES (cumulative) | | | | | | | | | | | |
| Water System | 0 | 0 | 0 | 0 | 807 | 823 | 840 | 857 | 874 | 891 | 891 |
| Wastewater System | 0 | 0 | 0 | 0 | 607 | 620 | 632 | 645 | 658 | 671 | 671 |
| | | | | | | | | | | | |
| SYSTEM PROFIT/ (LOSS) | $0 | $0 | $0 | $0 | $57 | $58 | $59 | $60 | $62 | $63 | $63 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| Additional revenues (at proposed rates): | | $19,238 | for water treatment capacity | | | | | | | | |
| | | $19,238 | for wastewater treatment capacity | | | | | | | | |
| | | | | | | | | | | | |
| RECOMMENDATION: Approval | | | | | | | | | | | |

## City Council

**Meeting Date:** 8/5/2024 **Final Readings 10.**

**SUBJECT**
An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a conditional use permit for building material sales (cabinet and countertop shop manufacturing) with outside storage (accessory use) on Lots 2 and 3, Commerce Plaza Development, Unit 1, located at 1602 and 1702 Commerce Drive.

ZC-035-2024
District V

**Council District:** District 5 **Zone Case:** ZC-035-2024

**Letters sent to property owners:** 41

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

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

**COMMISSION RECOMMENDATIONS - Approve**
The Planning & Zoning Commission in a 6 to 0 vote recommended approval of the conditional use permit.

**STAFF RECOMMENDATION - Supports**
Staff supports the application.

**City Council-Regular Meeting**

**Date:** 08/05/2024

**Initiated By:** Jose A. Valdez Jr., Assistant City Manager
**Initiated By:** Ceferino N. Garza, Owner

**Staff Source:** Vanessa Guerra, Interim Planning Director

---

**SUBJECT**

**2024-O-143** An ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Conditional Use Permit for Building Material Sales (Cabinet and Countertop Shop Manufacturing) with Outside Storage (Accessory Use) on Lots 2 and 3, Commerce Plaza Development, Unit 1, located at 1602 and 1702 Commerce Drive.

**ZC-035-2024**
**District V**

**PREVIOUS COUNCIL ACTION**

On July 22, 2024, the City Council made a motion to introduce the item.

**BACKGROUND**

**Council District:** VI - Cm. Ruben Gutierrez, Jr.

**Proposed use:** Building Material Sales (Cabinet and Countertop Shop Manufacturing) with Outside Storage (Accessory Use)

**Site:** The site is currently occupied by a commercial structure (Larcon Works, LLC.) and a daycare facility (My Kids Learning Center).

**Zoning District:** B-3 (Community Business District) zoning district.

**Citations:** The applicant has received 6 citations at this location. The following citations have been issued:

- On February 18, 2022, a citation was issued for "operating a stone/marble/granite manufacturing shop in a commercial zoning B-3 district and is prohibited according to the City of Laredo Land Development Code Book Article Section 24.63.2".
- On February 18, 2022, a citation was issued for "operating a business without a Certificate of Occupancy and that is a violation of the City of Laredo Code of Ordinances Article V, Sec 18-22 and in violation with the ICC Building Code Sec. 111".
- On April 25, 2023, a citation was issued for "operating a stone/marble/granite manufacturing shop in a commercial zoning B-3 district and is prohibited according to the City of Laredo Land Development Code Book Article Section 24.63.2".
- On April 25, 2023, a citation was issued for "operating a business without a Certificate of Occupancy and that is a violation of the City of Laredo Code of Ordinances Article V, Sec 18-22 and in violation with the ICC Building Code Sec. 111".
- On January 14, 2024, a citation was issued for "operating a stone/marble/granite manufacturing shop in a commercial zoning B-3 district and is prohibited according to the City of Laredo Land Development Code Book Article Section 24.63.2".
- On January 14, 2024, a citation was issued for "operating a business without a Certificate of Occupancy and that is a violation of the City of Laredo Code of Ordinances Article V, Sec 18-22 and in violation with the ICC Building Code Sec. 111".

**Surrounding land uses:** To the north of the site is Commerce Drive, Amor Counseling, and Grand Palace Events. To the east of the site is Kristi-Lin's Academy, Little People's Bright Beginning, and McPherson Road. To the south of the site is single family residential uses and Violeta Court. To the west of the site is single family residential uses, Jacaranda Court, and a commercial structure which includes, Dancers Edge Dance Studio and Astro Vending of Laredo.

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

**Transportation Plan:** The Long Range Thoroughfare Plan does not identify Commerce Drive.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

**Letters sent to surrounding property owners: 41** **In Favor: 0** **Opposed: 0**

**COMMITTEE RECOMMENDATION**

The Planning & Zoning Commission in a **6** to **0** vote recommended **approval** of the conditional use permit.

**STAFF RECOMMENDATION**

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

Staff **does not support** the application as originally submitted for outside stone cutting. However, the applicant has then changed to have the stone cutting inside a wholly enclosed structure and staff **supports** the application.

Staff **does not support** the proposed conditional use permit for the following reasons:

1. The property abuts a large area of R-1 to the south and west of the site.
2. The intensity of the proposed use is out of character with the surrounding neighborhood or area.
3. The proposed use may not be compatible and may have a negative impact on the surrounding uses abutting the proposed site.
    - The cutting of materials outside may pose a noise nuisance to the daycare facilities in the area and the residential areas south and west of the site.
    - The dust created when cutting materials outside may pose as a nuisance to the daycare facilities in the area and the residential areas south and west of the site.

If approved, Staff suggests the following conditions:

1. The hours of operation shall be limited to, Monday to Saturday, 8:00 A.M. to 7:30 P.M.

2. All work activities, cutting of stone and any building materials, pertaining to the business shall be operated in a wholly enclosed building.

3. All parking pertaining to the business shall be provided within the property boundaries, including but not limited to customer parking, employee parking, or business vehicle parking or portion, therefore.

4. Head-in parking shall be prohibited as per the Laredo Land Development Code.

5. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.

6. No hazardous materials shall be stored in the facility. Hazardous occupancy and the storage of hazardous materials shall be prohibited on the premises. The determination of a hazardous occupancy or material shall be made by the Fire Chief as per the Laredo Land Development Code, Section 24.74.3(d). Hazardous materials shall be defined as stated in the City of Laredo Code of Ordinances, Sec. 33-20.

7. Lighting of property shall be directed away from any residential uses and towards the property to avoid adverse impact on adjacent residential neighborhoods.

8. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.

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

10. The establishment shall be kept in a sanitary condition.

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

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

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

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

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

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

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

18. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.

19. Outside storage shall be prohibited with the exception of the storage of stone slabs.

Staff **does not support** the application as originally submitted for outside stone cutting. However, the applicant has then changed to have the stone cutting inside a wholly enclosed structure and staff **supports** the application.

**Is this change contrary to the established land use pattern?**
There are several residential uses in the vicinity, and the proposed use is not compatible with the surrounding neighborhood or area.

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

**Will change adversely influence living conditions in the neighborhood??**

The proposed zone change may be anticipated to negatively impact the surrounding neighborhood and area.

**Are there substantial reasons why the property cannot be used in accordance with existing zoning?**

Yes, the existing zone does not allow for building Material Sales (Cabinet and Countertop Shop Manufacturing) with Outside Storage (Accessory Use) as intended by the applicant.

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**Attachments**

Maps
Narrative
Site Plan
Citations
Zone Change Signage
Final Ordinance

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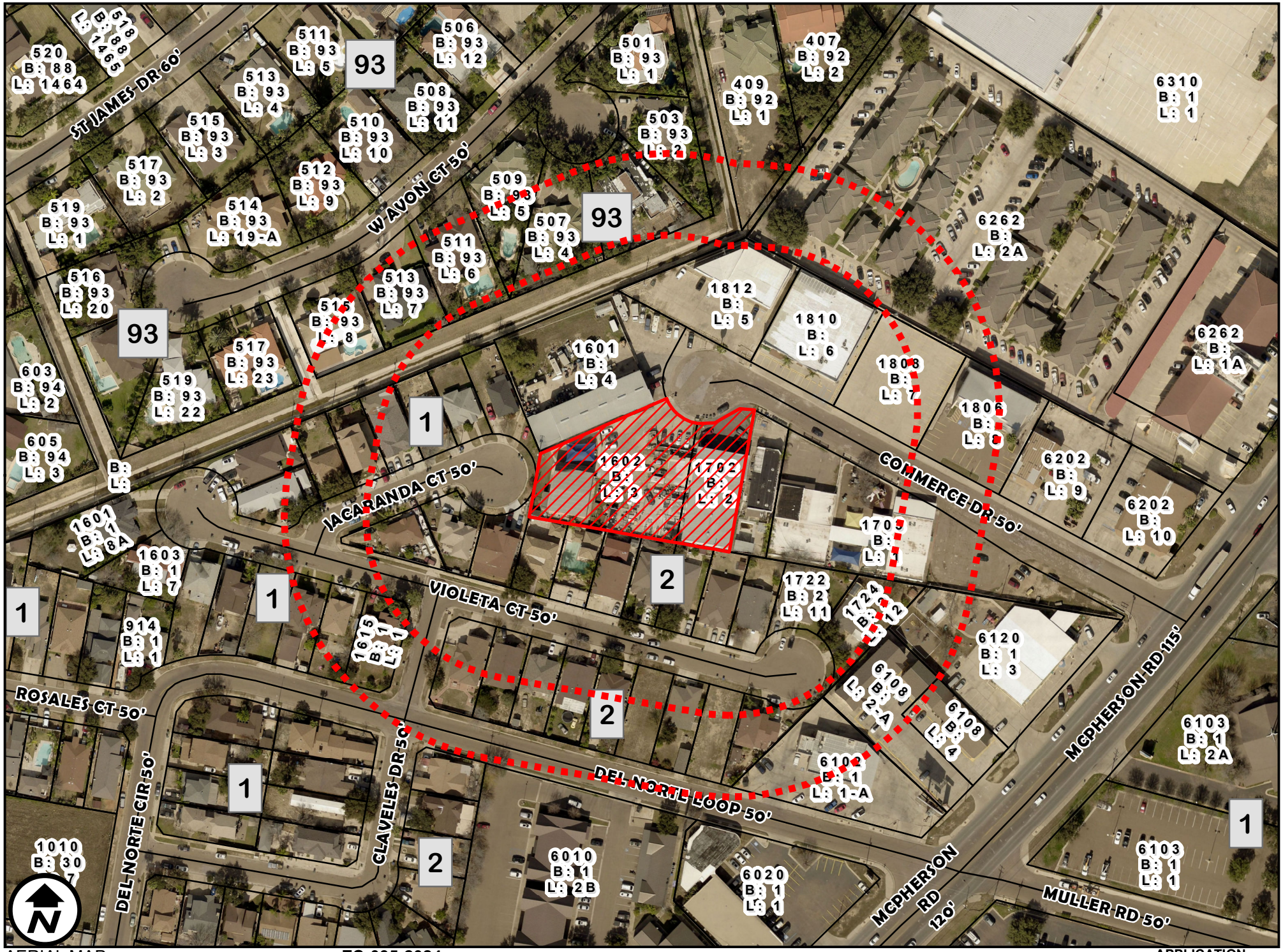
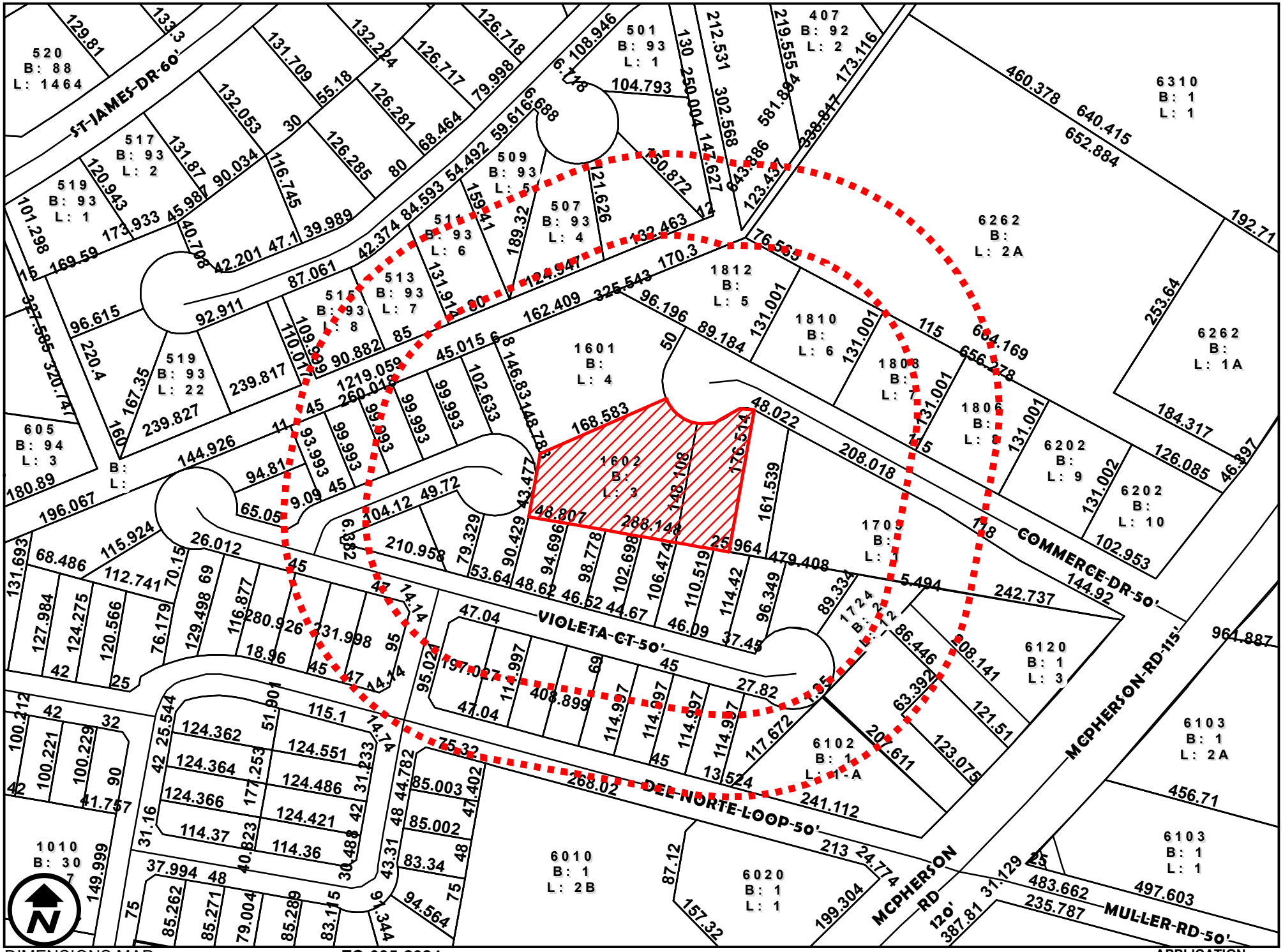



AERIAL MAP

1 inch = 150 feet

**ZC-035-2024**
**COUNCIL DISTRICT 5**
**1602 AND 1702 COMMERCE DRIVE**

**APPLICATION**
**B-3 (COMMUNITY BUSINESS DISTRICT**
**C.U.P FOR BUILDING MATERIAL SALES (CABINET AND COUNTERTOP SHOP MANUFACTURING)**
**WITH OUTSIDE STORAGE (ACCESORY USE)**




DIMENSIONS MAP

1 inch = 150 feet

**ZC-035-2024**

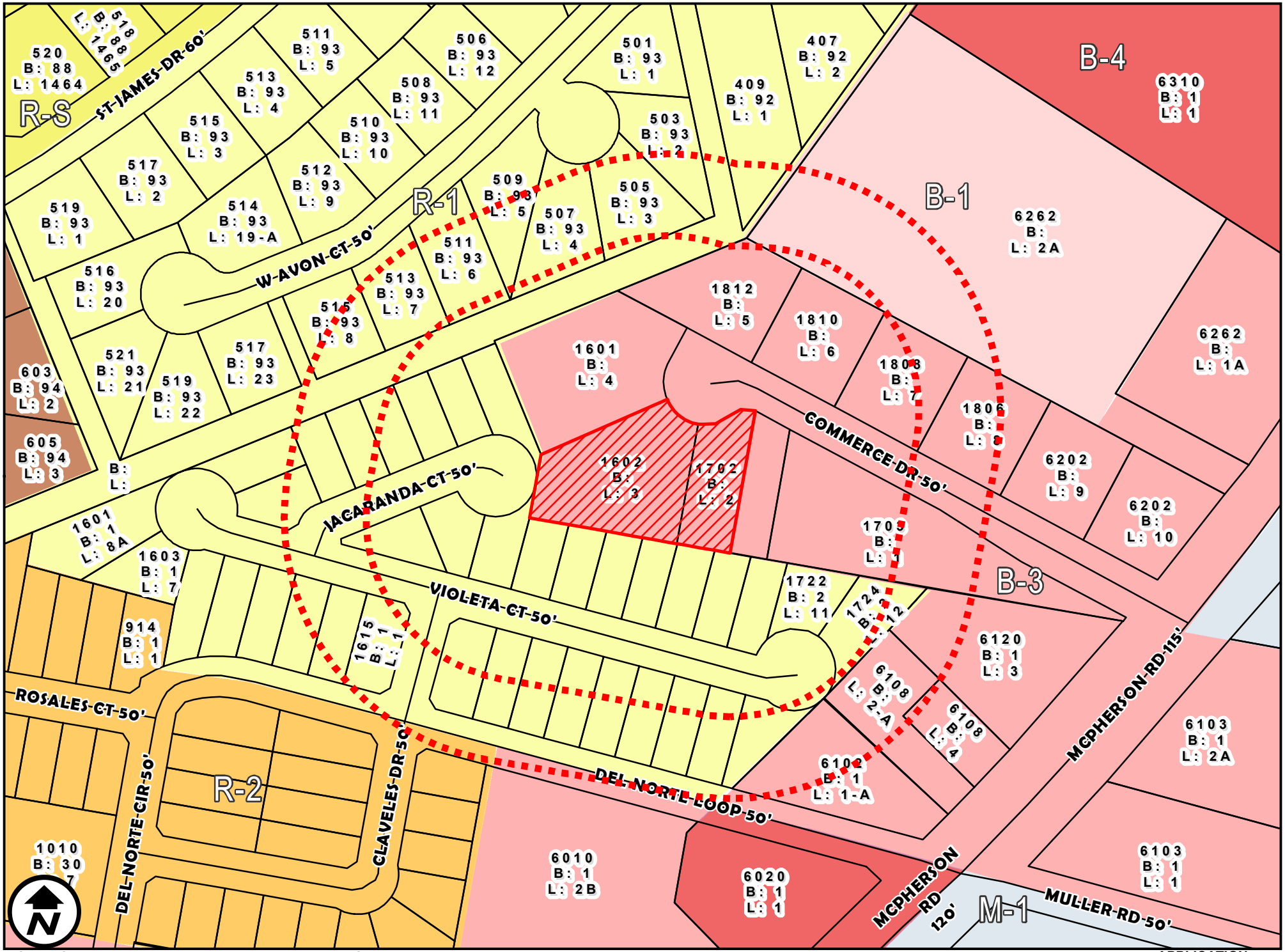
**COUNCIL DISTRICT 5**

**1602 AND 1702 COMMERCE DRIVE**

APPLICATION 230

**B-3 (COMMUNITY BUSINESS DISTRICT**

**C.U.P FOR BUILDING MATERIAL SALES (CABINET AND COUNTERTOP SHOP MANUFACTURING) WITH OUTSIDE STORAGE (ACCESORY USE)**




ZONING MAP

1 inch = 150 feet

**ZC-035-2024**
**COUNCIL DISTRICT 5**
**1602 AND 1702 COMMERCE DRIVE**

**APPLICATION**
**B-3 (COMMUNITY BUSINESS DISTRICT**
**C.U.P FOR BUILDING MATERIAL SALES (CABINET AND COUNTERTOP SHOP MANUFACTURING)**
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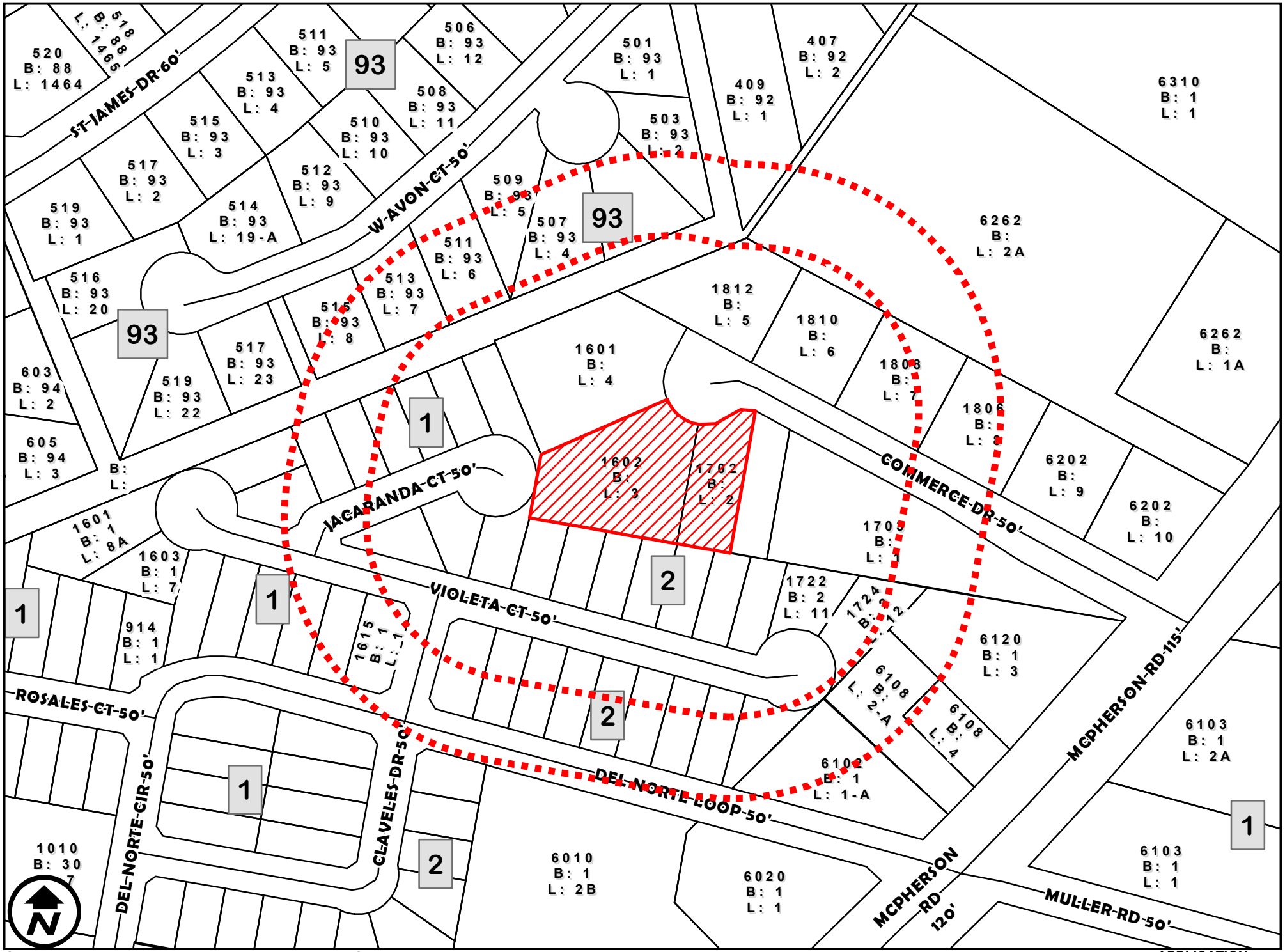


SURVEY MAP

1 inch = 150 feet

**ZC-035-2024**
**COUNCIL DISTRICT 5**
**1602 AND 1702 COMMERCE DRIVE**

**APPLICATION**
**B-3 (COMMUNITY BUSINESS DISTRICT**
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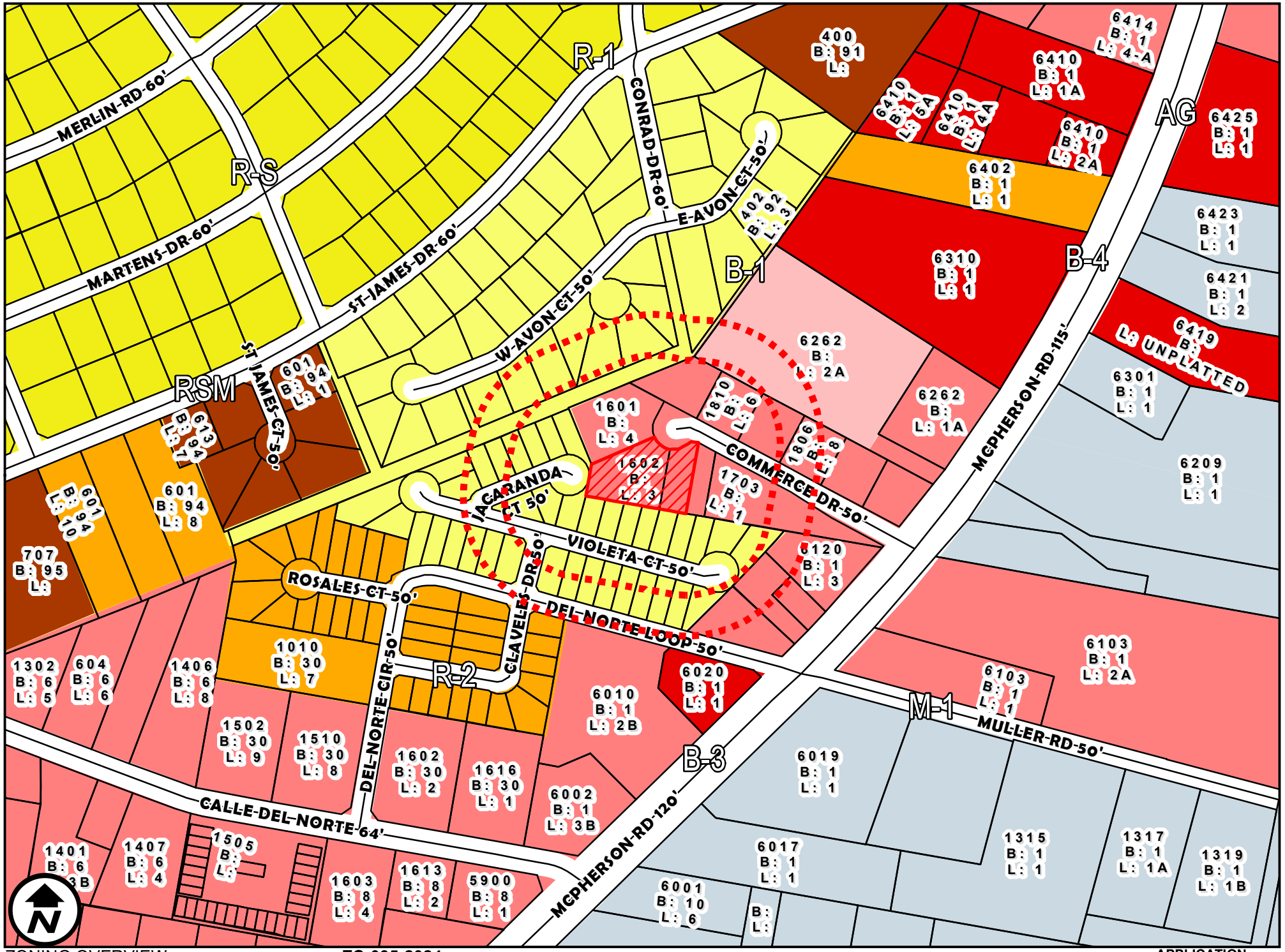
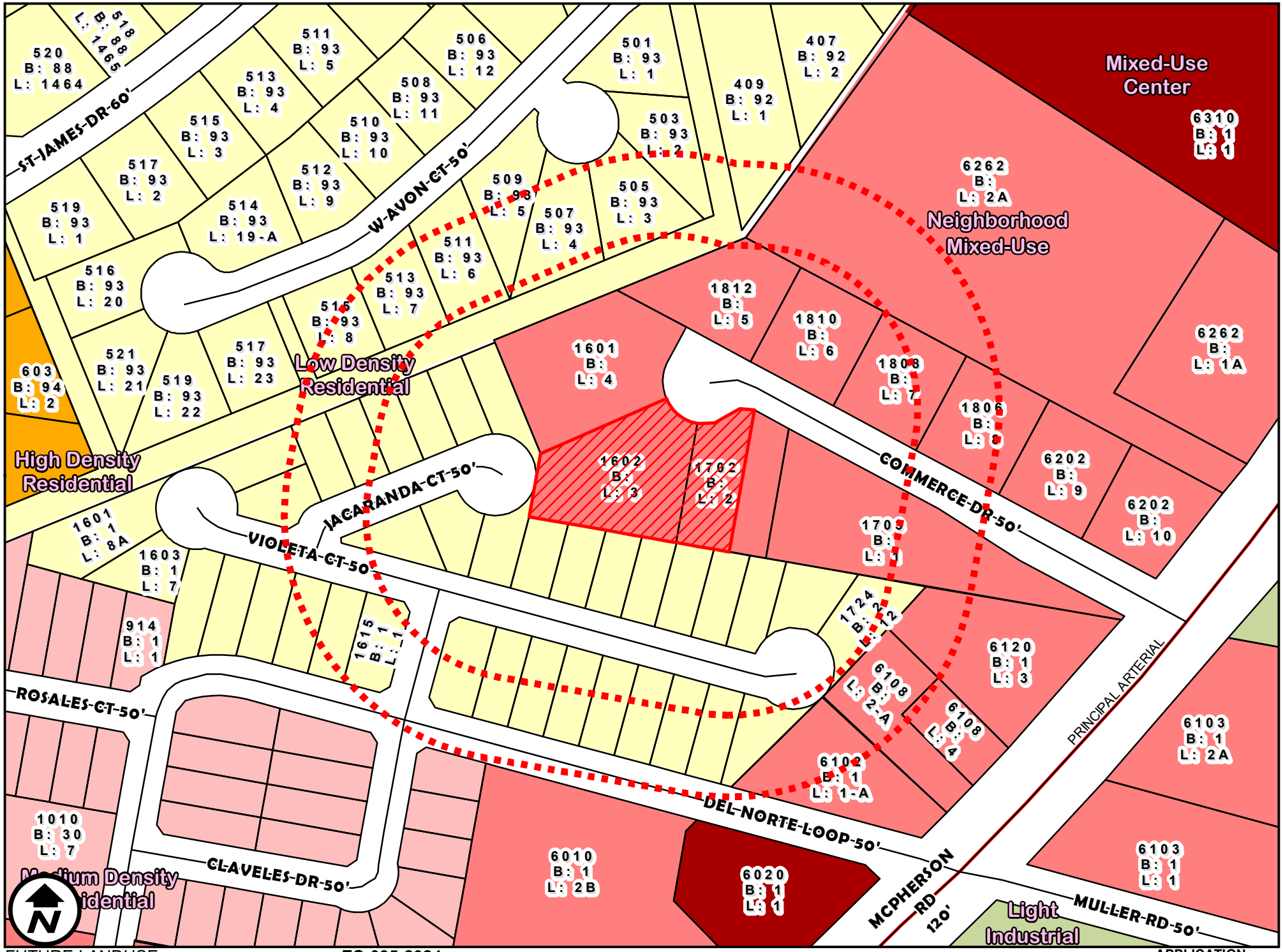



ZONING OVERVIEW

1 inch = 300 feet

**ZC-035-2024**
**COUNCIL DISTRICT 5**
**1602 AND 1702 COMMERCE DRIVE**

**APPLICATION**
**B-3 (COMMUNITY BUSINESS DISTRICT**
**C.U.P FOR BUILDING MATERIAL SALES (CABINET AND COUNTERTOP SHOP MANUFACTURING)**
**WITH OUTSIDE STORAGE (ACCESORY USE)**

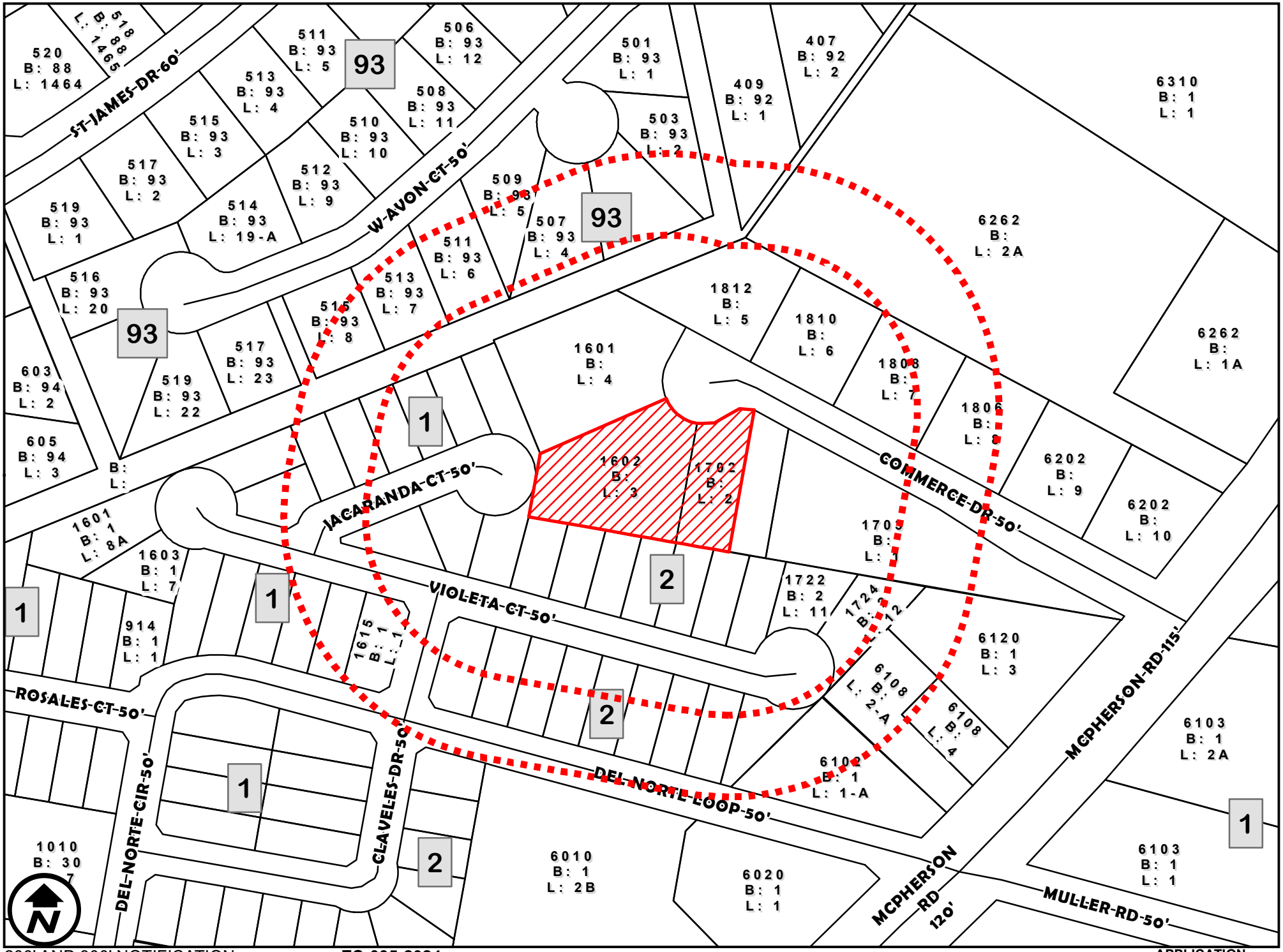



FUTURE LANDUSE

1 inch = 150 feet

**ZC-035-2024**
**COUNCIL DISTRICT 5**
**1602 AND 1702 COMMERCE DRIVE**

**APPLICATION**
**B-3 (COMMUNITY BUSINESS DISTRICT**
**C.U.P FOR BUILDING MATERIAL SALES (CABINET AND COUNTERTOP SHOP MANUFACTURING) WITH OUTSIDE STORAGE (ACCESORY USE)**




200' AND 300' NOTIFICATION

1 inch = 150 feet

**ZC-035-2024**
**COUNCIL DISTRICT 5**
**1602 AND 1702 COMMERCE DRIVE**

**APPLICATION**
**B-3 (COMMUNITY BUSINESS DISTRICT**
**C.U.P FOR BUILDING MATERIAL SALES (CABINET AND COUNTERTOP SHOP MANUFACTURING) WITH OUTSIDE STORAGE (ACCESORY USE)**

**UPDATED NARRATIVE**

5-24-2024

Good afternoon

This is our narrative stating that we will be conducting all fabrication of stone and granite indoor. We are closing off the cutting area completely. The cutting area will be completely closed of no later than June 3, 2024. All our cabinet fabrication has always been done inside and will continue to be done inside. As of June 3, 2024 all our cutting of stone and granite will be done inside. Thank you for your time may God bless you.

**To whom it may concern:** **UPDATED 04-29-2024**

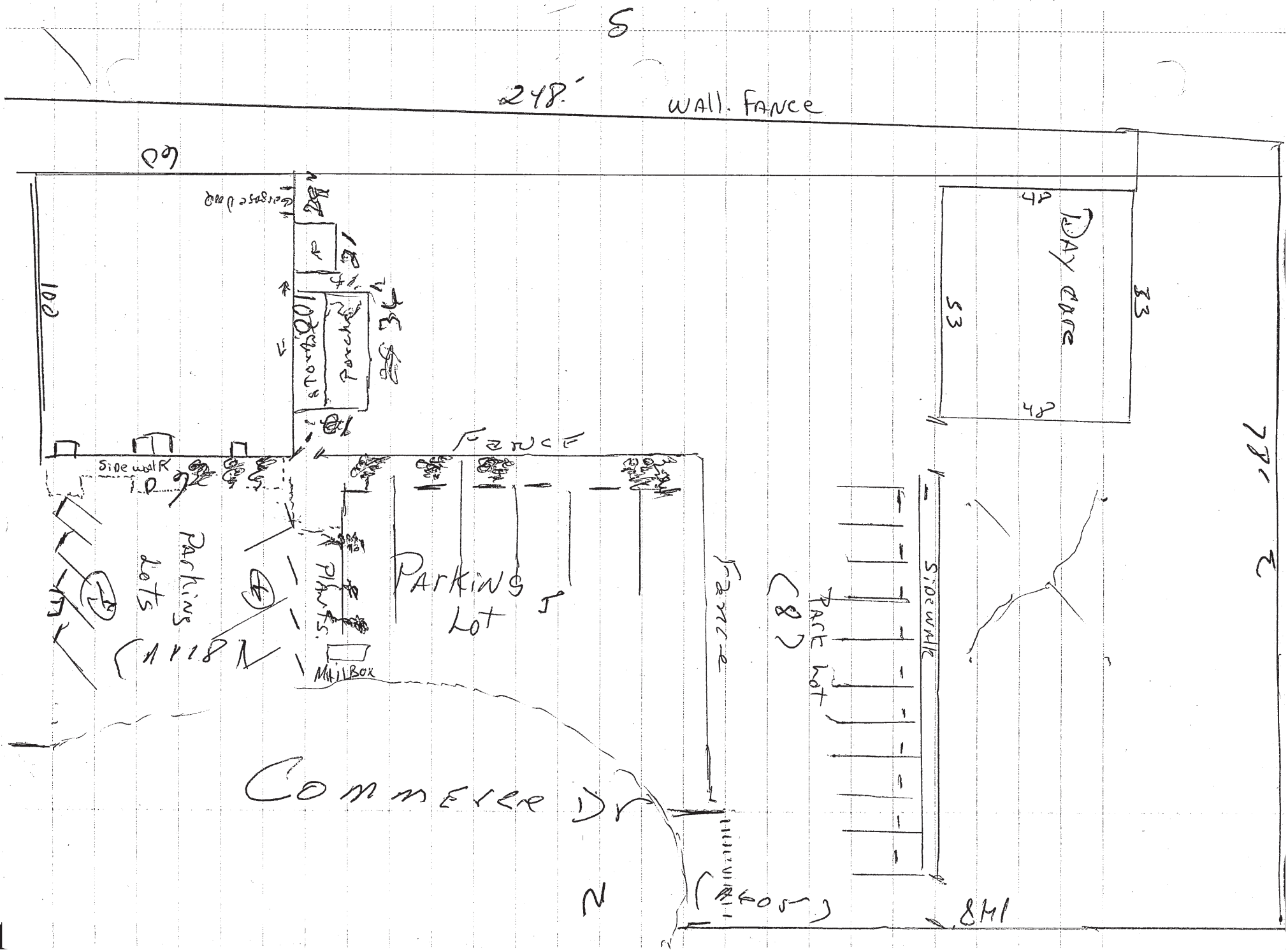
**April 18, 2024**

Our Businesses located at 1118 Commerce Dr. Laredo Texas 78041 (Warehouse site) works along the basis of construction (residential and commercial) and granite cutting. We currently operate from 8:00am-7:30pm Monday-Saturday. We currently have 9 employees 4 employees work along the warehouse and the other 5 work within the daycare. Since September 2023 to February 2024 our water cutter machine was not working. At this time the machine is currently working. We currently have 4 vehicles and along with this letter we have a Site Plan and A Webb County Tax Certificate identifying a zero ($0.00) balance for PID: 222546 & Geo ID: 948-10001-030. As far as the materials that are cut on the property are granite, marble, quartzite, and porcelain stones, they are cut inside and outside of the warehouse. We also have an outdoor storage to store the stone slabs. On the inside we store ceramic tiles, natural stone tiles, and building materials Outside we store building equipment scaffolds, bumper pull trailers, cement mixers, generator, etc… If you have any questions feel free to call us at 956-645-3695.

**Thank You,**

**Ceferino Garza**

# EXHIBIT A


S
248'
WALL. FENCE
69
100
Gerbsted Dog
Porch
Sidewalk
FENCE
Parking Lots
Parking Lot
Parking Lot
MAILBOX
DAY CARE
53
33
42
42
SIDEWALK
PARK LOT
(8)
COMMERCIAL
N
(FOR)
8M1

**CAUSE NUMBER:** _____

| | | |
|---|---|---|
| **STATE OF TEXAS** | § | **IN THE MUNICIPAL COURT** |
| **VS** | § | **CITY OF LAREDO** |
| Ceferino Garza/1118 Commerce Dr | § | **WEBB COUNTY, TEXAS** |

**In the name and by the authority of the State of Texas:**

I, the undersigned affiant, do solemnly swear that I have good reason to believe and do believe that Ceferino Garza/1118 Commerce Dr, hereinafter called the Defendant, on or about the 14 day of January, 20 24, and before the making and filing of this complaint, in the territorial limits of the City of Laredo, and the State of Texas, the Defendant did then and there (is operating a stone/marble/granite manufacturing shop in a commercial Zoning B-3 District and is prohibited according to the City of Laredo Land Development Code Book Article IV Section 24.63.2

Note: a stone, marble granite manufacturing shop needs to be established at an M-1 Zoning District not at a B-3 Zoning District.

DOB: 9-12-1952, Location of offense: 1118 Commerce Dr, Residence: 111 N Espana Dr )

**Against the peace and dignity of the State and contrary to the said ordinance.**

Affiant

**Sworn and subscribed** before me by Miguel Rodriguez, a credible person, this 30th day of January, 20 24

(municipal court seal)

(Clerk) (Deputy Clerk), Municipal Court
City of Laredo
Webb County, Texas

RECEIVED
2024 JAN 30 AM 9:16
CITY OF LAREDO
MUNICIPAL COURT

**CAUSE NUMBER:** _____

| | | |
|---|---|---|
| **STATE OF TEXAS** | § | **IN THE MUNICIPAL COURT** |
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| Ceferino Garza/1118 Commerce Dr | § | **WEBB COUNTY, TEXAS** |

**In the name and by the authority of the State of Texas:**

I, the undersigned affiant, do solemnly swear that I have good reason to believe and do believe that Ceferino Garza/1118 Commerce Dr, hereinafter called the Defendant, on or about the 25 day of April, 20 23, and before the making and filing of this complaint, in the territorial limits of the City of Laredo, and the State of Texas, the Defendant did then and there ( is operating a stone/marble/granite manufacturing shop in a commercial Zoning B-3 District and is prohibited according to the City of Laredo Land Development Code Book Article IV Section 24.63.2

Note: a stone, marble granite manufacturing shop needs to be established at an M-1 Zoning District not at a B-3 Zoning District.

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Webb County, Texas

RECEIVED
2024 JAN 30 AM 9:15
CITY OF LAREDO
MUNICIPAL COURT

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City of Laredo
Webb County, Texas

RECEIVED
2024 JAN 30 AM 9:17
CITY OF LAREDO
MUNICIPAL COURT

ZC-035-2024
ATTENTION
PROPOSED
CONDITIONAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

**ORDINANCE NO. 2024-O-143**

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR BUILDING MATERIAL SALES (CABINET AND COUNTERTOP SHOP MANUFACTURING) WITH OUTSIDE STORAGE (ACCESSORY USE) ON LOTS 2 AND 3, COMMERCE PLAZA DEVELOPMENT, UNIT 1, LOCATED AT 1602 AND 1702 COMMERCE DRIVE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for Building Material Sales (Cabinet and Countertop Shop Manufacturing) with Outside Storage (Accessory Use) on Lots 2 and 3, Commerce Plaza Development, Unit 1, located at 1602 and 1702 Commerce Drive; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 20, 2024; and,

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

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

WHEREAS, the City Council has held a public hearing on July 22, 2024, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Conditional Use Permit for Building Material Sales (Cabinet and Countertop Shop Manufacturing) with Outside Storage (Accessory Use) on Lots 2 and 3, Commerce Plaza Development, Unit 1, located at 1602 and 1702 Commerce Drive.

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

1. The hours of operation shall be limited to, Monday to Saturday, 8:00 A.M. to 7:30 P.M.
2. All work activities, cutting of stone and any building materials, pertaining to the business shall be operated in a wholly enclosed building.
3. All parking pertaining to the business shall be provided within the property boundaries, including but not limited to customer parking, employee parking, or business vehicle parking or portion, therefore.
4. Head-in parking shall be prohibited as per the Laredo Land Development Code.
5. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
6. No hazardous materials shall be stored in the facility. Hazardous occupancy and the storage of hazardous materials shall be prohibited on the premises. The determination of a hazardous occupancy or material shall be made by the Fire Chief as per the Laredo Land Development Code, Section 24.74.3(d). Hazardous materials shall be defined as stated in the City of Laredo Code of Ordinances, Sec. 33-20.
7. Lighting of property shall be directed away from any residential uses and towards the property to avoid adverse impact on adjacent residential neighborhoods.
8. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
9. The owner shall provide a block or cement fence of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
10. The establishment shall be kept in a sanitary condition.
11. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
12. Signage shall be consistent with the City's Sign Ordinance.
13. The proposed use shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to the CUP business holder.
14. The proposed use shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
15. The proposed use shall undergo an annual Fire Inspection.
16. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being

the approved capacity of a building or portion thereof.

17. Owner shall comply with Building, Health, Safety, and all applicable codes and regulations as required.
18. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
19. Outside storage shall be prohibited with the exception of the storage of stone slabs.

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

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

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12.12, entitled "Enforcement and Revocation of Special Use Permit Revocation," according to the criteria and procedures described therein and below:

1. Enforcement and Revocation of Special Use Permit Revocation

If it is determined based on inspection by the Planning Director or reasonable investigation by the City Manager, or his designee, that there exist reasonable grounds for revocation of a Special User Permit, a public hearing shall be set before the Zoning Commission and the City Council.

A. Circumstances that warrant revocation of an approved special use permit include, but shall not be limited to, any of the following:
    1. Any Violation of any of the conditions of the special use permit if not corrected to the satisfaction of the City within 90 days of the owner having received written notice of the violation and the means necessary to correct it;
    2. A plea of guilty or no-contest to an offense that that occurs on the property for which the special use permit is granted involving any zoning ordinance or provision of the City's Land Development Code;
    3. The building, premise, or land uses under the special use permit is enlarged, modified, structurally altered, or otherwise significantly changed without the approval of a separate special use permit for such enlargement, modification, structural alteration or change;
    4. Violation of any provision of the site plan encompassing the property for which the special use permit was issue for, terms or conditions of a special use permit;
    5. The special use permit was obtained by fraud or with deception.

B. Revocation process. The revocation process shall be conducted through a public hearing and recommendation by the Zoning Commission, followed by a public hearing and ordinance amendment consideration by the City Council. The City Council ma revoke the special use permit, deny the revocation and allow the sue to continue, or deny the revocation and amend the special use permit to attach conditions to assure that the terms, conditions and requirements of the special use permit be met.

C. Effect of revocation. Upon the effective date of the revocation, it shall be unlawful to undertake or perform any activity that was previously authorized by the special use permit. Any person, firm, or corporation, who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation exists shall constitute a separate offense.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

## City Council

**Meeting Date:** 8/5/2024 **Final Readings 11.**

**SUBJECT**
An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a conditional use permit for outside storage on Lot 2, Block 1, DCAF Mines Road Plat, located at 16105 FM 1472.

ZC-052-2024
District VIII

**Council District:** District 8 **Zone Case:** ZC-052-2024

**Letters sent to property owners:** 27

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

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

**COMMISSION RECOMMENDATIONS - Approve**
The Planning & Zoning Commission in an 8 to 0 vote recommended approval of the conditional use permit.

**STAFF RECOMMENDATION - Supports**
Staff supports the application.

**City Council-Regular Meeting**

**Date:** 08/05/2024

**Initiated By:** Jose A. Valdez Jr., Assistant City Manager/City Secretary
**Initiated By:** Wasfi Alkanaani, Owner

**Staff Source:** Vanessa Guerra, Interim Planning Director

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**SUBJECT**

**2024-O-145** An ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Conditional Use Permit for Outside Storage on Lot 2, Block 1, DCAF Mines Road Plat, located at 16105 FM 1472.

**ZC-052-2024**
**District VIII**

**PREVIOUS COUNCIL ACTION**

On July 22, 2024, the City Council made a motion to introduce the item.

**BACKGROUND**

**Council District:** VII - Cm. Vanessa Perez

**Proposed use**: Office identified as an online retail store with onsite shipping containers (outside storage).
*Please note the shipping containers initiates the conditional use permit for outside storage.

**Site**: The site is currently occupied with a modular structure (office) and shipping containers.

**Surrounding land uses:** To the north of the site is FM 1472 (Mines Road) and vacant undeveloped land. To the east of the site is Game Creek Boulevard and vacant undeveloped land. To the south of the site is Spearhead Lane, Antler Crossing Avenue, Indian River Avenue, Wild Flower Avenue, and mixed residential uses. To the west of the site is vacant undeveloped land.

**Comprehensive Plan:** The Future Land Use Map recognizes this area as Neighborhood Mixed-Use.
https://www.cityoflaredo.com/LaredoPlanning/wp-content/uploads/2021/03/viva-laredo-city-of-laredo-comprehensive-plan.pdf#page=39

**Transportation Plan:** The Long Range Thoroughfare Plan identifies FM 1472 as an Expressway, but does not identify Spearhead Lane.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

**Letters sent to surrounding property owners:** 27 **In Favor:** 0 **Opposed:** 0

**COMMITTEE RECOMMENDATION**

The Planning & Zoning Commission in an 8 to 0 vote recommended **approval** of the conditional use permit.

**STAFF RECOMMENDATION**

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

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

1. The proposed use is appropriate at this location since it is located off of FM 1472, which is identified as an Expressway on the Thoroughfare Plan.
2. The proposed use meets the required parking requirement as per the Laredo Land Development Code Section 27.78.3.
   - Total parking spaces required for the proposed use = 3 parking spaces
   - Actual amount identified on site plan = 8 parking spaces
   - Therefore, the proposed site meets the required parking spaces since there is an additional 5 parking spaces.
3. There are similar and more intense uses in the surrounding area.
   - To the west of the site is Gallegos Trailers, which has outside storage and tractor trailer parking.
4. The proposed use is not anticipated to negatively impact the surrounding area or neighborhood.

If approved, Staff suggests the following conditions:

1. The Conditional Use Permit is restricted to the site plan, "Exhibit A", which is made part hereof for all purposes.
2. The hours of operation shall be 24 hours a day, seven (7) days a week (24/7).
3. All shipping containers may not be inside the building setbacks.
4. The repair, parking, and storage of Truck/Heavy Equipment/Recreational Vehicles (18 wheelers) shall be prohibited.
5. Storage shall be limited to truck (18 wheelers) parts as per narrative, "Exhibit B".
6. No hazardous materials shall be stored in the facility. Hazardous occupancy and the storage of hazardous materials shall be prohibited on the premises. The determination of a hazardous occupancy or material shall be made by the Fire Chief as per the Laredo Land Development Code, Section 24.74.3(d). Hazardous materials shall be defined as stated in the City of Laredo Code of Ordinances, Section 33-20.
7. Vehicle entrance access shall be limited to FM 1472 (Mines Road). Access along Spearhead Lane shall be prohibited.
8. The establishment shall be kept in a sanitary condition.
9. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
10. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
11. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
12. The required opaque or wall fence shall comply with the Laredo Land Development Code, Section 24.79. Plywood, sheet metal, and corrugated steel fencing is prohibited.
13. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
14. Signage shall be consistent with the City's Sign Ordinance.
15. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.

16. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property. Any outdoor music shall be at the decibel levels stated in the City of Laredo Code of Ordinances, Article IX, Noise Nuisances.
17. The proposed use shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to the CUP business holder.
18. The proposed use shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
19. The proposed use shall undergo an annual Fire Inspection.
20. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current, including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.
21. Owner shall comply with Building, Health, Safety, Fire, Environmental, and all applicable codes and regulations as required.

Staff **supports** the application.

**Is this change contrary to the established land use pattern?**
No. There are more intense uses within the vicinity of the site.

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

**Will change adversely influence living conditions in the neighborhood?**
The proposed conditional use permit is not anticipated to negatively impact the surrounding neighborhood and area.

**Are there substantial reasons why the property cannot be used in accordance with existing zoning?**
Yes. The existing zone does not allow for outside storage as intended by the applicant.

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**Attachments**

Maps
Narrative
Site Plan
Zone Change Signage
Final Ordinance

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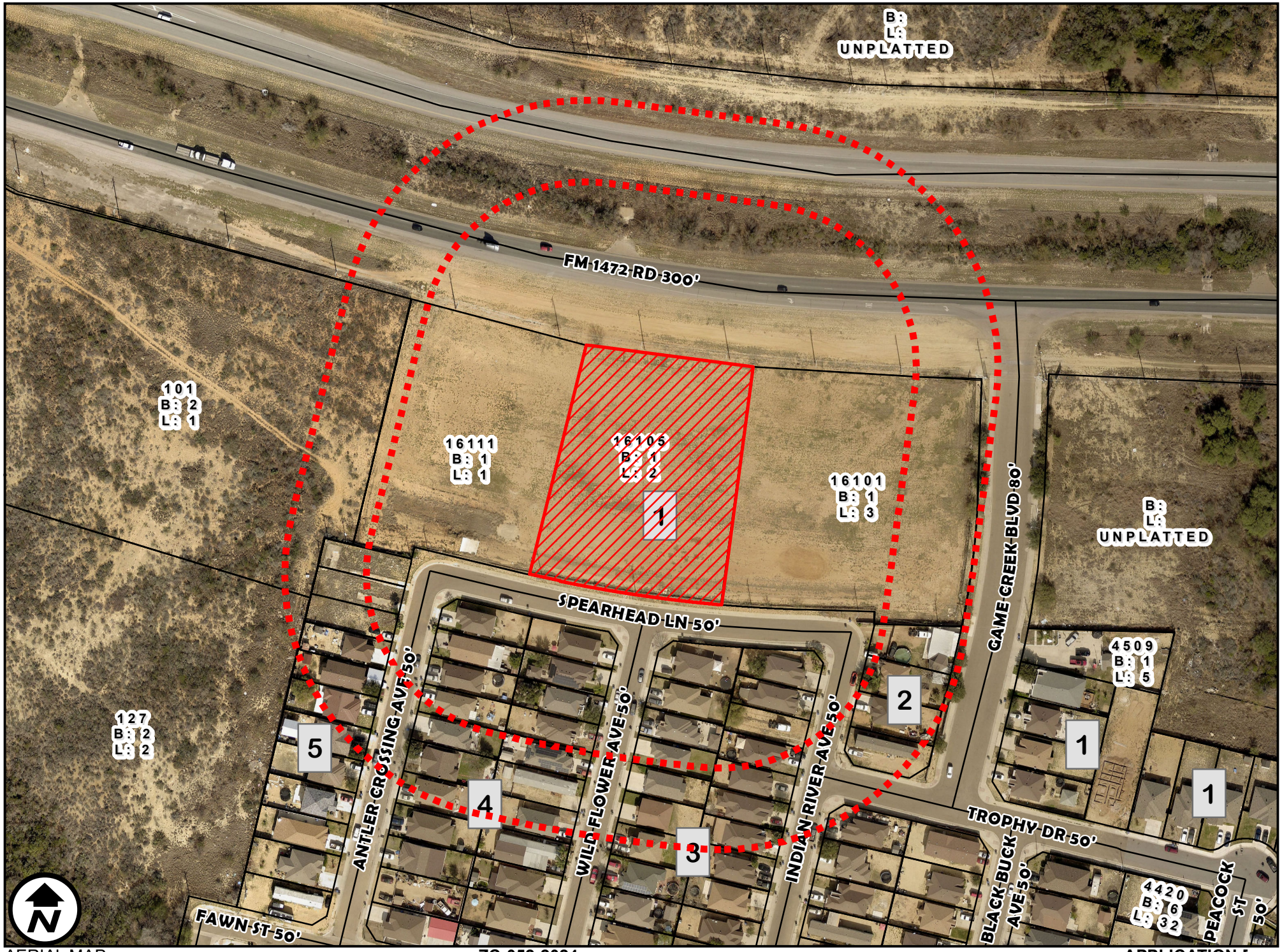
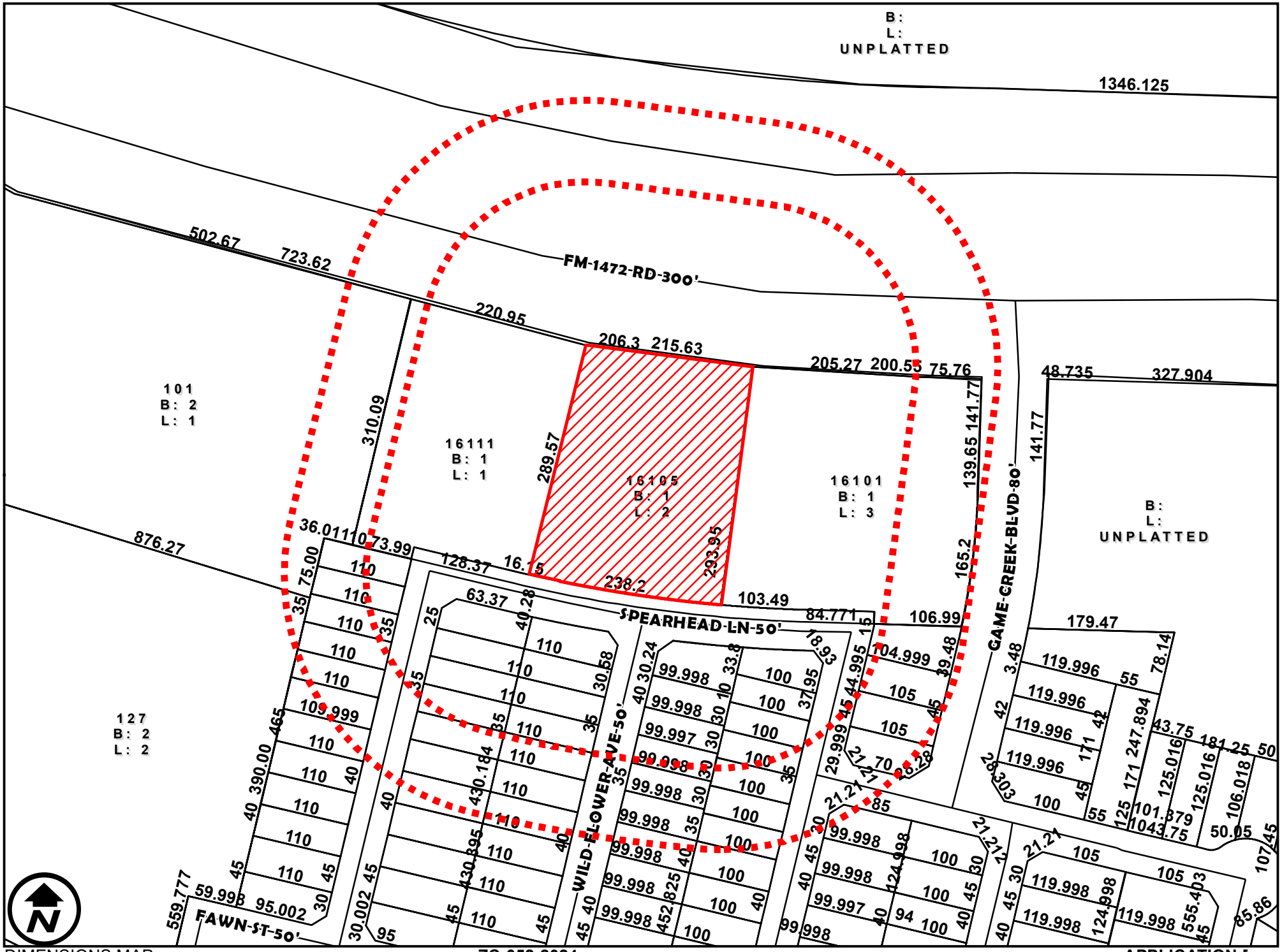



AERIAL MAP

1 inch = 150 feet

ZC-052-2024
COUNCIL DISTRICT 7
16105 FM 1472

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
C.U.P. FOR OUTSIDE STORAGE


B:
L:
UNPLATTED
1346.125
FM-1472-RD-300'
502.67
723.62
220.95
206.3
215.63
205.27
200.55
75.76
48.735
327.904
101
B: 2
L: 1
310.09
16111
B: 1
L: 1
289.57
16105
B: 1
L: 2
16101
B: 1
L: 3
139.65
141.77
141.77
GAME-CREEK-BLVD-80'
B:
L:
UNPLATTED
876.27
36.01
110
73.99
128.37
16.15
238.2
293.95
103.49
84.771
106.99
165.2
SPEARHEAD-LN-50'
179.47
63.37
40.28
110
30.58
35
25
75.00
110
110
110
110
110
109.999
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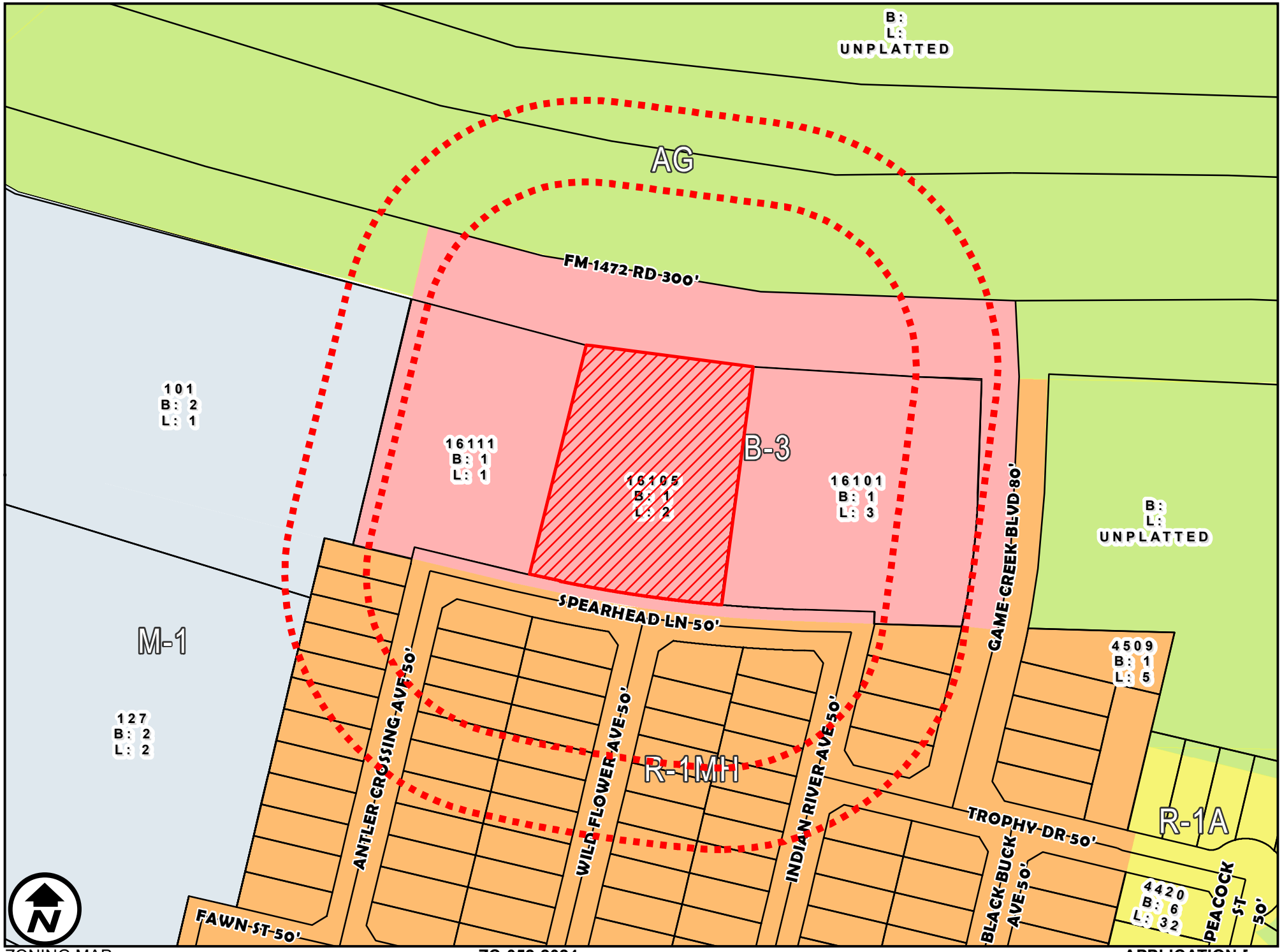
110
110
110
110

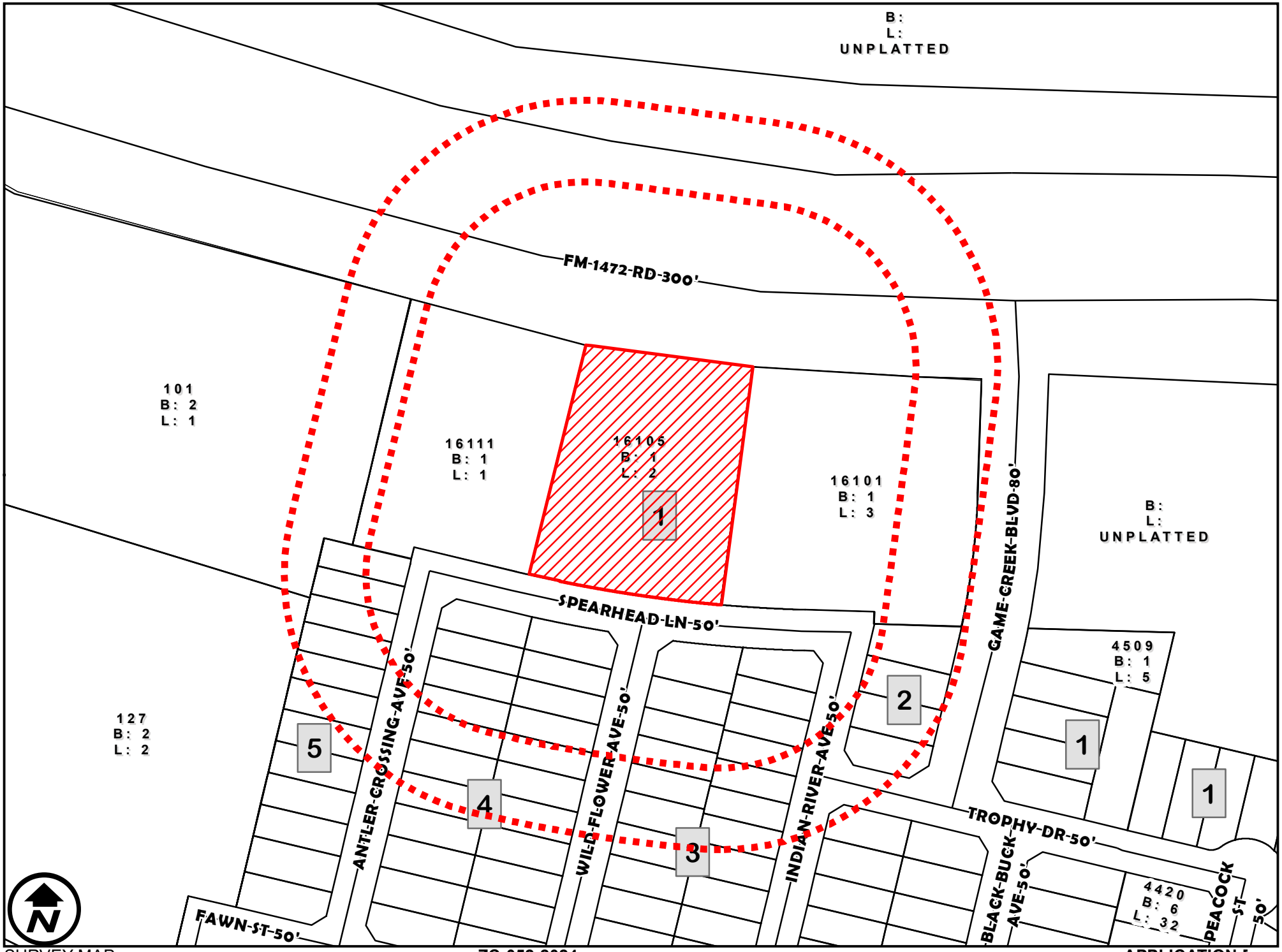



ZONING MAP

1 inch = 150 feet

ZC-052-2024
COUNCIL DISTRICT 7
16105 FM 1472

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
C.U.P. FOR OUTSIDE STORAGE

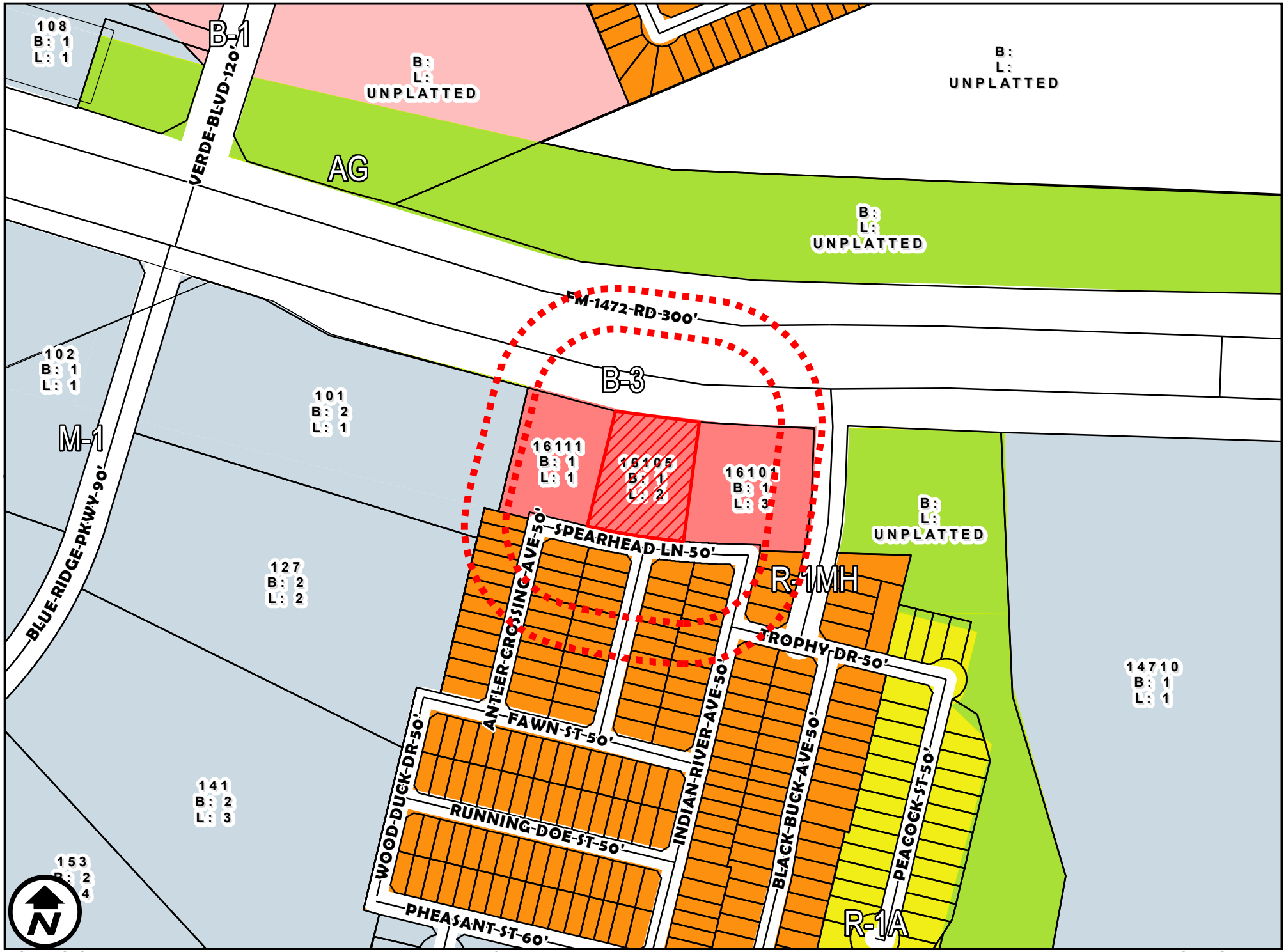



SURVEY MAP

1 inch = 150 feet

ZC-052-2024
COUNCIL DISTRICT 7
16105 FM 1472

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
C.U.P. FOR OUTSIDE STORAGE

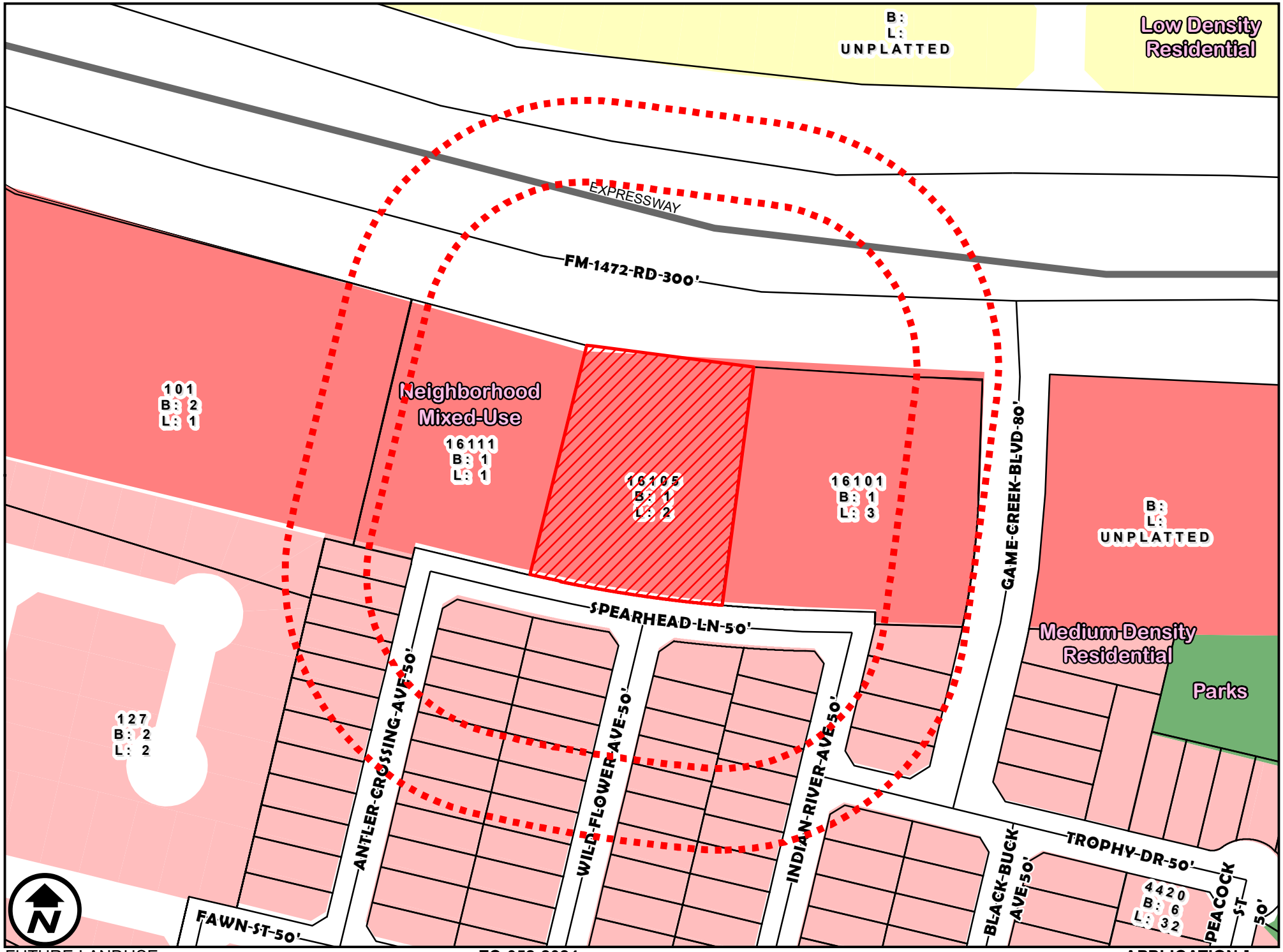



ZONING OVERVIEW

1 inch = 300 feet

ZC-052-2024
COUNCIL DISTRICT 7
16105 FM 1472

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
C.U.P. FOR OUTSIDE STORAGE

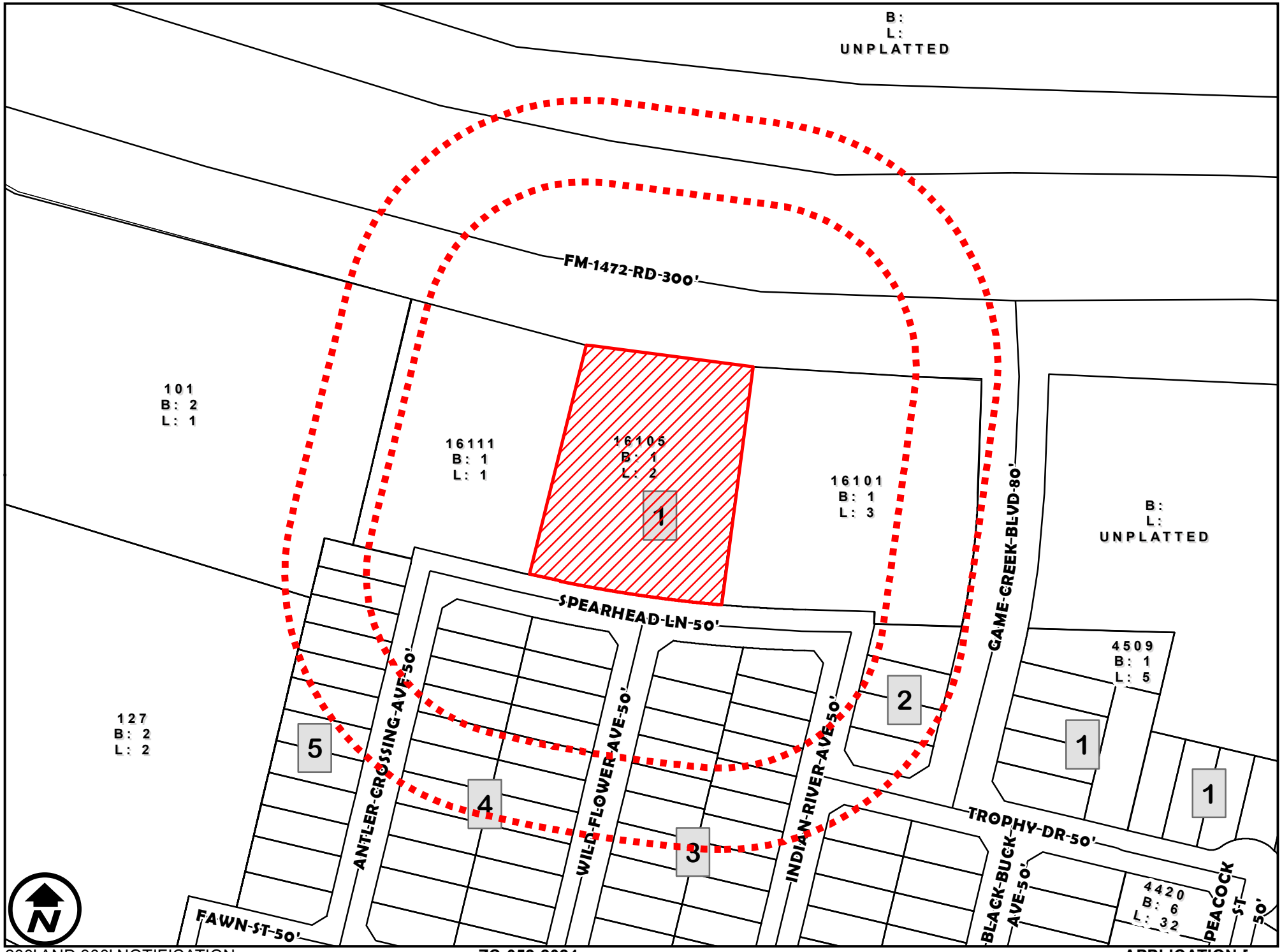



FUTURE LANDUSE

1 inch = 150 feet

ZC-052-2024
COUNCIL DISTRICT 7
16105 FM 1472

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
C.U.P. FOR OUTSIDE STORAGE




200' AND 300' NOTIFICATION

1 inch = 150 feet

**ZC-052-2024**
**COUNCIL DISTRICT 7**
**16105 FM 1472**

**APPLICATION F**
**B-3 (COMMUNITY BUSINESS DISTRICT)**
**C.U.P. FOR OUTSIDE STORAGE**

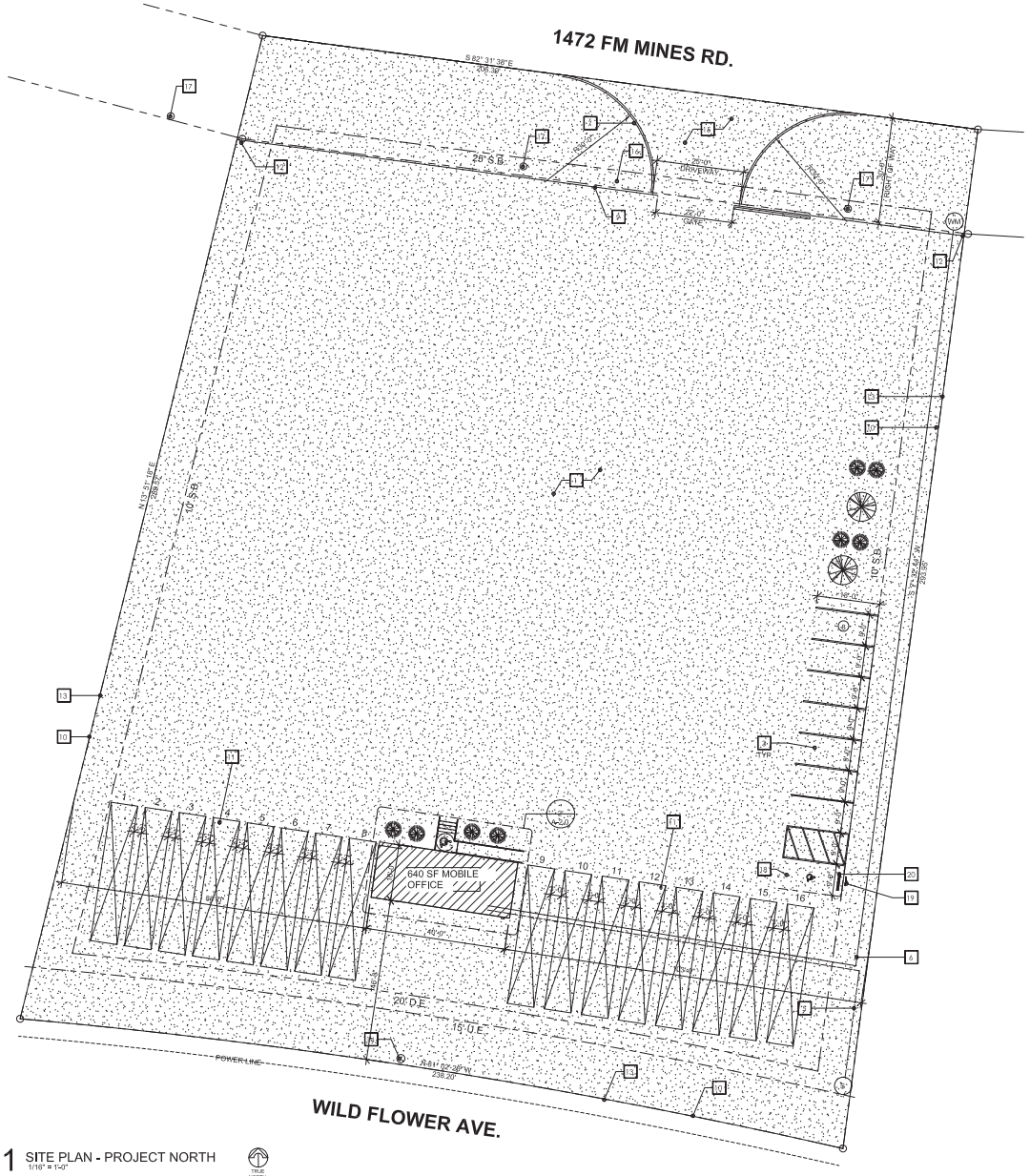
# Exhibit B

## [ Brief of the conditional use permit ]

I am applying for the conditional use permit to use the shipping containers for storage I will need 16 containers to have enough storage for my parts, My business will be serving Laredo truckers 24/7 I will be having 2 employees during normal business hours and one employee after-hours (overnight). We do have no machinery or any repair to heavy duty trucks onsite at all the times most of your parts are posted online at our website and the customers stop by to pay and pickup the order

Wasfi Alkanaani
5-20-2024

# Exhibit A




1 SITE PLAN - PROJECT NORTH
1/16" = 1'-0"

## SITE PLAN LEGEND

- DOOR
- WALL
- FLOOR DRAIN
- BOILER
- WATER METER PROPOSED LOCATION
- SEWER PROPOSED LOCATION
- PROPERTY LINE
- INDICATES ROOM NAME / DENOTES ROOM / AREA NUMBER
- DENOTES ALIGNMENT OF INDICATED SURFACES
- GRASS
- WATER LINE
- SEWER LINE

## GENERAL NOTES

- ALL DIMENSIONS ARE FROM FACE OF STUD TO FACE STUD OR OTHERWISE NOTED
- ALL WALLS SMOOTH FINISH
- VERIFY W/OWNER FINAL CABINET DESIGN AND DIMENSIONS
- FRIDGE WITH FILTER FOR DRINKING WATER

## SITE PLAN KEYNOTES

1. EXISTING CALICHE 95% COMPACTED WITH MC30 SOIL PRIMER
2. LANDSCAPING
3. 9'-0" X 18'-0" PARKING SPACE
4. 4" YELLOW SOLID LINE
5. PROPOSED SEWER LINE
6. PROPOSED WATER LINE
7. CURB AND GUTTER TYPE "A"
8. CONCRETE WHEEL STOPS, TYPICAL
9. EXISTING FENCE W/ 22' ENTRY SLIDING GATE
10. EXISTING CHAINLINK FENCE
11. MOBILE STORAGE CONTAINERS EXISTING LOCATION
12. WATER SOURCE
13. PROPERTY LINE
14. PROPOSED ELECTRIC METER LOCATION
15. PROPOSED DRIVEWAY 25'
16. EXISTING MAILBOX
17. EXISTING UTILITY POLE
18. HANDICAP PARKING SPACE WITH 96" VAN ACCESSIBLE ISLAND; SECONDARY ISLAND OF 60"
19. HANDICAP SIGN
20. CONCRETE WHEEL STOPS, TYPICAL

## OCCUPANCY

**BUSSINESS USE (1/150):**

OFFICE: 640 SF / 150 = 4.26 **= 5 OCCUPANTS**

## PARKING

TOTAL PARKING SPACES PROVIDED: 8
CAR PARKING: 7
ADA CAR PARKING: 1

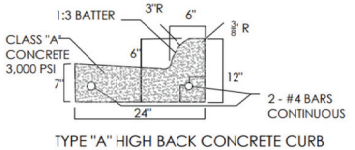
## TREE CALCULATION

8 TOTAL PARKING SPACES / 10 = 0,8 = 1 TREE REQ'D.

1 TREE X 4 = 4 SHRUBS REQ'D.

## PLANT SCHEDULE

| ICON | COMMON NAME | SCIENTIFIC NAME | RE: | CALIPER | HEIGHT | REQ'D | PROV'D |
|---|---|---|---|---|---|---|---|
| | MOUNTAIN LAUREL | TEXAS SOPHORA SECUNDIFLORA | BALL & BURLAP | 4" | 25' | 1 | 2 |
| | TEXAS SILVERLEAF SAGE, CENIZO | LEUCOPHYLLUM FRUTESCENS | CANS | 5 GALLON | 8' | 4 | 8 |
| | NATIVE GRASS | | | | | | |




TYPE "A" HIGH BACK CONCRETE CURB (FORM LAID OR MACHINE LAID)
N.T.S.
(LAYDOWN CURB WHERE DRIVEWAYS ARE TO BE LOCATED)

2 CURB TYPE A
NOT TO SCALE

GENERAL NOTES

ALL CONSTRUCTION SHALL CONFORM TO CURRENT CITY OF LAREDO, TEXAS BUILDING CODES.

ALL LIGHT FIXTURES LOCATIONS ARE TO BE VERIFIED WITH OWNER.

CONTRACTOR TO VERIFY ALL OUTLET & SWITCH LOCATIONS WITH OWNER PRIOR TO ROUGH-IN

CONTRACTOR AND/OR CLIENT SHALL VERIFY CONDITIONS, DIMENSIONS, DETAILS AND SPECIFICATIONS BEFORE ANY CONSTRUCTION WORK OR PURCHASE MADE.

FOUNDATION PLAN SHALL BE REVISED BY A REGISTER ENGINEER UNDER NO CIRCUMSTANCES HG DESIGNS LLC WILL BE RESPONSIBLE FOR ANY STRUCTURAL DESIGN.

UNDER NO CIRCUMSTANCES HG DESIGNS LLC WILL BE RESPONSIBLE FOR ANY DIMENSIONAL DISCREPANCIES ONE'S CONSTRUCTION BEGINS.

**CENTER LOFTED CABIN & STORAGE CONTAINERS**

**16105 1472 F.M. RD. LAREDO, TX. 78045**
**LOTE 2, BLOCK 1, DCAF MINES ROAD VOL 37. PG 87**

DRAWN BY:


**HG DESIGNS LLC**
MOBILE: (956) 635-7684
E-MAIL: hgoutsider29@hotmail.com



THESE PLANS AND THEIR USE ARE THE PROPERTY OF DESIGNER. WHO RETAINS ALL COMMON LAW, STATUTORY, AND OTHER RESERVED RIGHTS, IN ADDITION TO THE COPYRIGHT, LIMIT OF DESIGNER LIABILITY NOT TO EXCEED PRICE PAID FOR PLAN.


**NOTE:**
**CONTRACTOR AND/OR CLIENT SHALL VERIFY CONDITIONS, DIMENSIONS, DETAILS AND SPECIFICATIONS BEFORE ANY CONSTRUCTION**

| | |
|---|---|
| PROJECT: | CENTER LOFTED CABIN |
| DATE: | 05/28/2024 |
| DRAWN BY: | H. GUZMAN |
| REVISIONS: | |

**A-1.0**
SITE PLAN
SHEET: NO.

5/27/2024 10:05:21 PM

ZC-052-2024
ATTENTION
PROPOSED
CONDITIONAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

**ORDINANCE NO. 2024-O-145**

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR OUTSIDE STORAGE ON LOT 2, BLOCK 1, DCAF MINES ROAD PLAT, LOCATED AT 16105 FM 1472; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for Outside Storage on Lot 2, Block 1, DCAF Mines Road Plat, located at 16105 FM 1472; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 20, 2024; and,

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

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

WHEREAS, the City Council has held a public hearing on July 22, 2024, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Conditional Use Permit for Outside Storage on Lot 2, Block 1, DCAF Mines Road Plat, located at 16105 FM 1472.

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

1. The Conditional Use Permit is restricted to the site plan, "Exhibit A", which is made part hereof for all purposes.
2. The hours of operation shall be 24 hours a day, seven (7) days a week (24/7).
3. All shipping containers may not be inside the building setbacks.
4. The repair, parking, and storage of Truck/Heavy Equipment/Recreational Vehicles (18 wheelers) shall be prohibited.
5. Storage shall be limited to truck (18 wheelers) parts as per narrative, "Exhibit B".
6. No hazardous materials shall be stored in the facility. Hazardous occupancy and the storage of hazardous materials shall be prohibited on the premises. The determination of a hazardous occupancy or material shall be made by the Fire Chief as per the Laredo Land Development Code, Section 24.74.3(d). Hazardous materials shall be defined as stated in the City of Laredo Code of Ordinances, Section 33-20.
7. Vehicle entrance access shall be limited to FM 1472 (Mines Road). Access along Spearhead Lane shall be prohibited.
8. The establishment shall be kept in a sanitary condition.
9. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
10. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
11. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
12. The required opaque or wall fence shall comply with the Laredo Land Development Code, Section 24.79. Plywood, sheet metal, and corrugated steel fencing is prohibited.
13. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
14. Signage shall be consistent with the City's Sign Ordinance.
15. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
16. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property. Any outdoor music shall be at the decibel levels stated in the City of Laredo Code of Ordinances, Article IX, Noise Nuisances.
17. The proposed use shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to the CUP business holder.
18. The proposed use shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
19. The proposed use shall undergo an annual Fire Inspection.
20. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current, including but not

limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.

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

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

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

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

1. Revocation

If it is determined based on inspection by the Planning Director or reasonable investigation by the City Manager, or his designee, that there exist reasonable grounds for revocation of a Conditional Use Permit, a public hearing shall be set before the Zoning Commission and the City Council.

A. Circumstances that warrant revocation of an approved conditional use permit include, but shall not be limited to, any of the following:
    1. Violation of any of the conditions of the conditional use permit if not corrected to the satisfaction of the City within 90 days of the owner having received written notice of the violation and the means necessary to correct it;
    2. A plea of guilty or no-contest to an offense that that occurs on the property for which the conditional use permit is granted involving any zoning ordinance or provision of the City's Land Development Code;
    3. The building, premise, or land uses under the conditional use permit is enlarged, modified, structurally altered, or otherwise significantly changed without the approval of a separate conditional use permit for such enlargement, modification, structural alteration or change;
    4. Violation of any provision of the site plan encompassing the property for which the conditional use permit was issue for, terms or conditions of a conditional use permit;
    5. The conditional use permit was obtained by fraud or with deception.

B. Revocation process. The revocation process shall be conducted through a public hearing and recommendation by the Zoning Commission, followed by a public hearing and ordinance amendment consideration by the City Council. The City Council may revoke the conditional use permit, deny the revocation and allow the

use to continue, or deny the revocation and amend the conditional use permit to attach conditions to assure that the terms, conditions and requirements of the conditional use permit be met.

C. Effect of revocation. Upon the effective date of the revocation, it shall be unlawful to undertake or perform any activity that was previously authorized by the conditional use permit. Any person, firm, or corporation, who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation exists shall constitute a separate offense.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

## City Council

**Meeting Date:** 8/5/2024 **Final Readings 12.**

**SUBJECT**
An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for a restaurant serving alcohol on Lots 1, 2, 3, 4, 5, and 6, Block 473, Western Division, located at 800 Garden Street.

ZC-053-2024
District VIII

**Council District:** District 8 **Zone Case:** ZC-053-2024

**Letters sent to property owners:** 13

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

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

**COMMISSION RECOMMENDATIONS - Approve**
The Planning and Zoning Commission in an 8 to 0 vote recommended approval of the proposed special use permit.

**STAFF RECOMMENDATION - Supports**
Staff supports the application.

**City Council- Regular Meeting**

**Meeting Date:** 08/05/2024

**Initiated By:** Jose A. Valdez, Jr. Assistant City Manager/City Secretary

**Initiated By**: Shreem Laredo, Lp, Owner; Stephen Lindsey, Representative

**Staff Source:** Vanessa Guerra, Interim Planning Director

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**SUBJECT**

**2024-O-146** An ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Special Use Permit for a restaurant serving alcohol on Lots 1, 2, 3, 4, 5, and 6, Block 473, Western Division, located at 800 Garden Street.

**ZC-053-2024**
**District VIII**

**PREVIOUS COUNCIL ACTION**

On July 22, 2024, the City Council made a motion to introduce the item.

**BACKGROUND**

**Council District:** VIII - Cm. Alyssa Cigarroa

**Zoning District:** B-3 (Community Business District) zoning district.

**Proposed use:** Restaurant serving alcohol to be located in a hotel, currently known as Hotel Ava to become Double Tree by Hilton.

**Site:** The site is currently occupied by Hotel Ava to become Double Tree by Hilton.

**Surrounding land uses:** To the north of site is Constantinople Street, Leon Ramirez Florist (Wholesale and Retail Florist), a restaurant, a car lot, Sky-Palace Inn & Suites, Ramirez Creations, & Don Vicente Restaurant. To the east of the site is Santa Ursula Avenue, Interstate Highway 35, and San Dario Avenue. To the south of the site is Garden Street, Courtyard Marriot (Hotel), and Shea Street. To the west of the site is San Bernardo Avenue, a vacant car lot, residential uses, Fire Station #3, Laredo ISD Performing Arts Center, and Laredo ISD Administration Buildings.

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

**Transportation Plan:** The Long Range Thoroughfare Plan identifies Santa Ursula Avenue as a Freeway and San Bernardo Avenue as a Major Collector, but does not identify Garden Street.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

**Letters sent to surrounding property owners:** 13 **In Favor:** 0 **Opposed:** 0

**COMMITTEE RECOMMENDATION**

The Planning and Zoning Commission in an 8 to 0 vote recommended **approval** of the proposed special use permit.

**STAFF RECOMMENDATION**

A Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects, such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for those restaurants located in R-O, B-1, or B-3 districts that wish to serve alcoholic beverages. The property is in a B-3 (Community Business District) zoning district.

Staff **supports** the proposed special use permit for the following reasons:

1. The site meets the minimum distance requirement of 300 feet between the proposed use and the nearest residential structure or residential zoning district, public park, public school, or church as per the Laredo Land Development Code Section 24.93.7. The measurement is to be made from the front door of the establishment serving alcohol to the nearest property line (by shortest route) to the front door of the church, public school, entrance to the public park, front door of the residential structure or zoning district boundary and in a direct line across intersections wherever they occur and consistent with the measurement methodology as has been adopted by the Texas Alcoholic Beverage Commission.

    - The distance to the nearest residential structure is approximately 353 feet.

2. The proposed use is in conformance with the comprehensive plan.

3. There are similar uses within the vicinity of the site, and the proposed use is appropriate at this location. There is an established hotel with a restaurant serving alcohol (Courtyard Laredo) located across Garden Street.

*Please note: The parking calculations were determined at the time the certificate of occupancy was issued by Building Development Services.

If approved, Staff suggests the following conditions:

1. The Special Use Permit is issued to Shreem Laredo, LP, and may only be transferred upon application to and with the express permission of the City Council.
2. The Special Use Permit is restricted as per the site plan, "Exhibit A", which is made part hereof for all purposes.
3. The hours of operation shall be limited to, from Sunday to Saturday, 6:30 a.m. to 10:30 a.m. and 3:00 p.m. to 10:00 p.m.
4. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
5. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
6. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
7. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
8. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
9. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
10. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property. Any outdoor music shall be at the decibel levels stated in the City of Laredo Code of Ordinances, Article XI, *Noise Nuisances*.

11. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full-service menu.
12. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
13. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
14. The restaurant shall undergo an annual Fire Inspection.
15. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.
16. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
18. The restaurant shall provide the City of Laredo, Building Development Services Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.
19. A business entity, which has been granted an SUP, is required to report (on a form approved by the Director of Building Services) any change in the entity's ownership status which occurs by virtue of the transfer of a majority of its stock or a majority of its membership interest to the City of Laredo Building Services Director. Any change in ownership interest shall be deemed a transfer of the business and shall require Council approval of the transfer of the existing SUP.
20. Failure to comply (#19 condition) above, shall render the existing SUP null, void and of no force or effect.

Staff **supports** the application.

**Is this change contrary to the established land use pattern?**
No. There is a similar use across Garden Street.

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

**Will change adversely influence living conditions in the neighborhood?**
Possibly.

**Are there substantial reasons why the property cannot be used in accordance with existing zoning?**
Yes, the underlying zone does not allow a restaurant serving alcohol as intended by the applicant.

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Attachments

Maps
Narrative
Site Plan
Zone Change Signage
Final Ordinance

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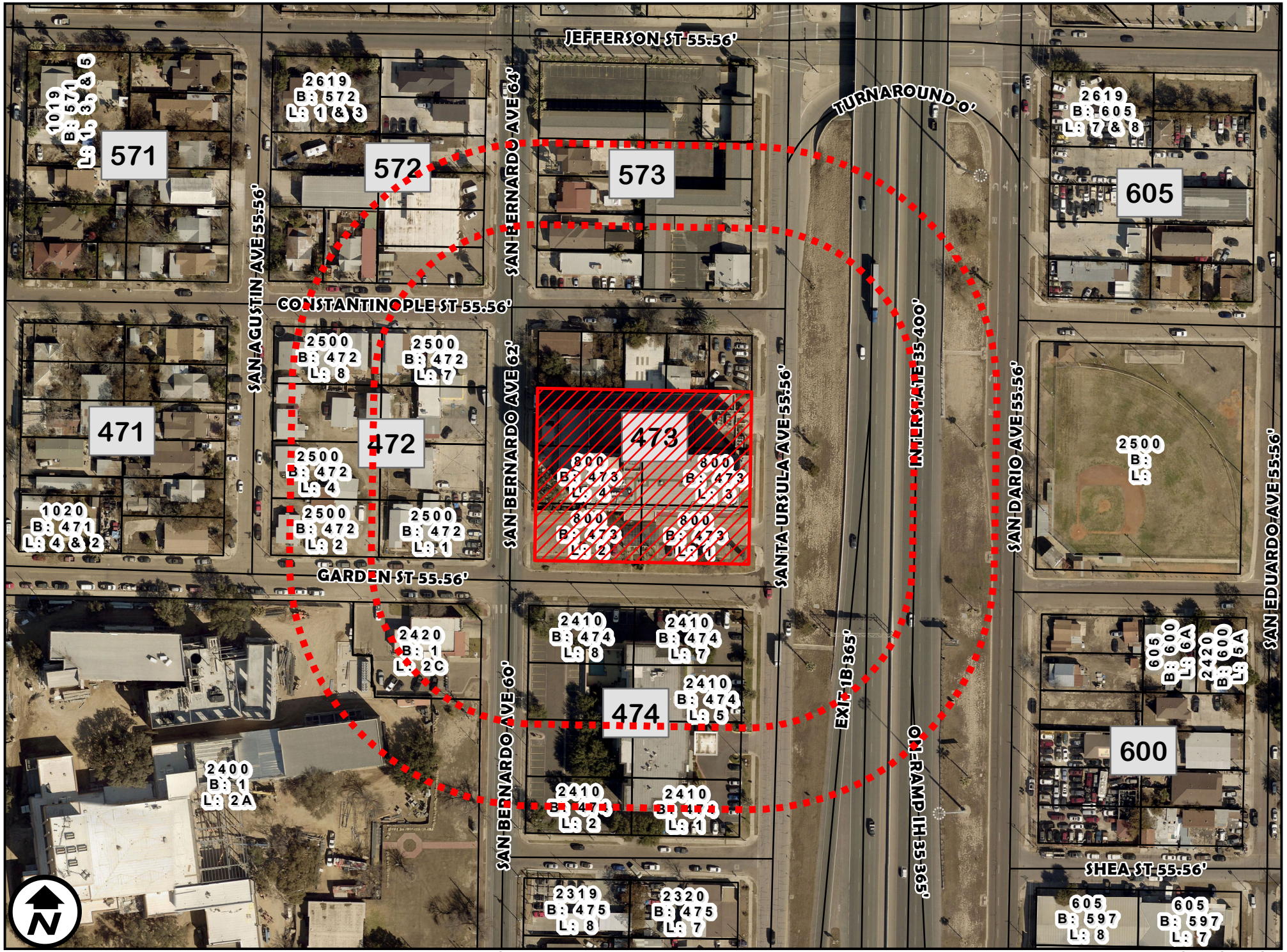
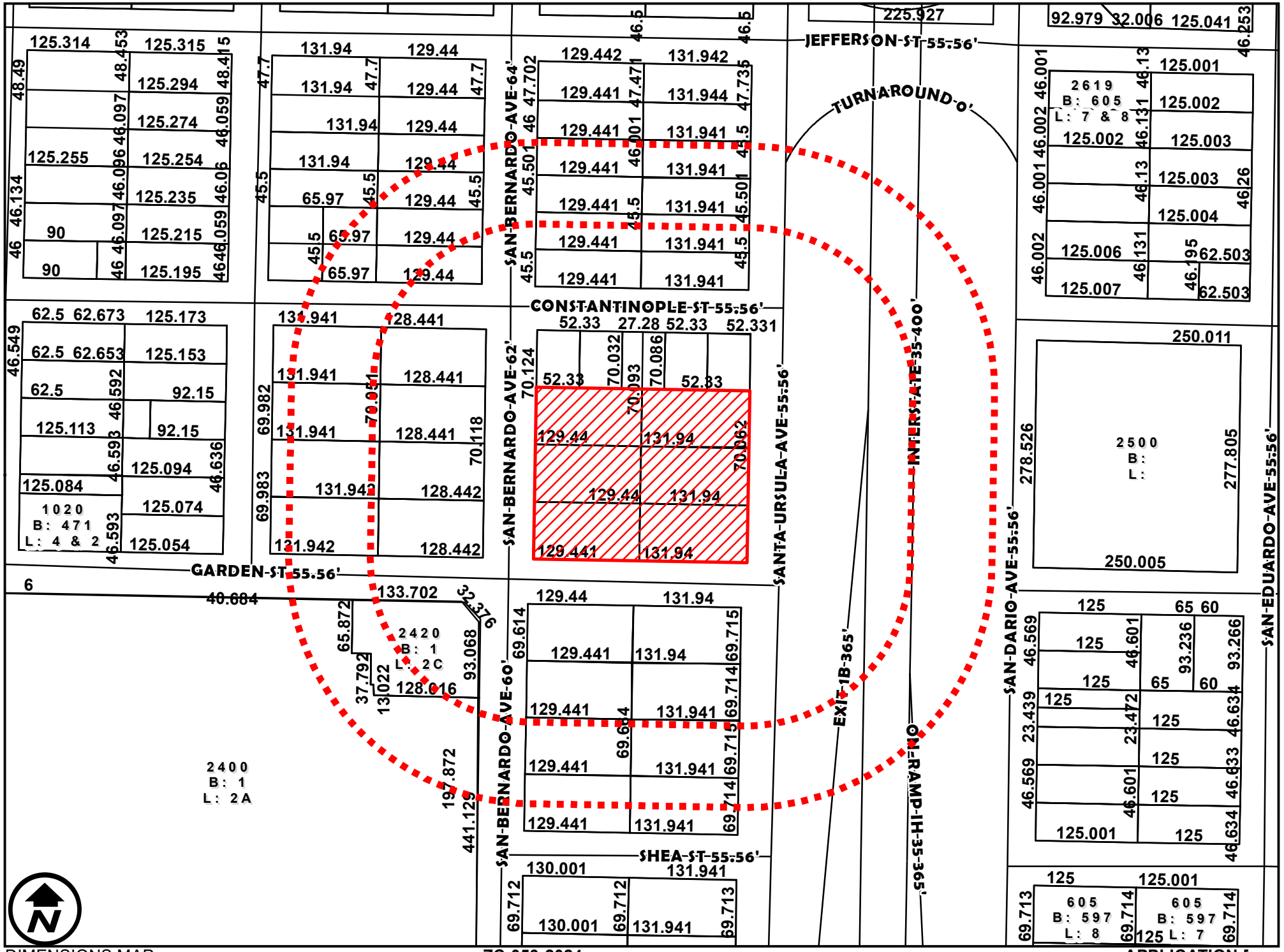



AERIAL MAP

1 inch = 150 feet

ZC-053-2024
COUNCIL DISTRICT 8
800 GARDEN STREET

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P FOR RESTAURANT SERVING ALCOHOL

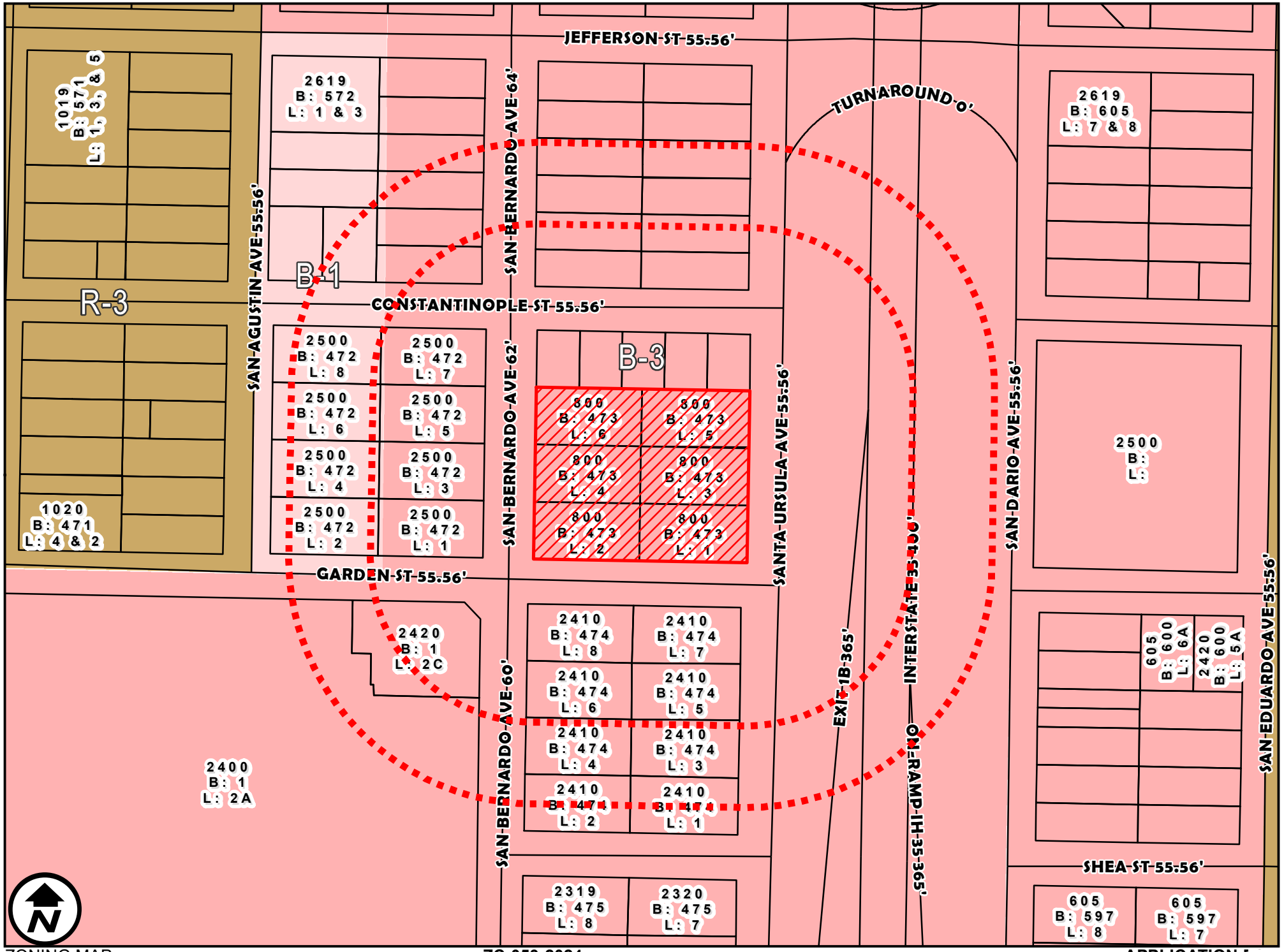



DIMENSIONS MAP

1 inch = 150 feet

ZC-053-2024
COUNCIL DISTRICT 8
800 GARDEN STREET

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P FOR RESTAURANT SERVING ALCOHOL

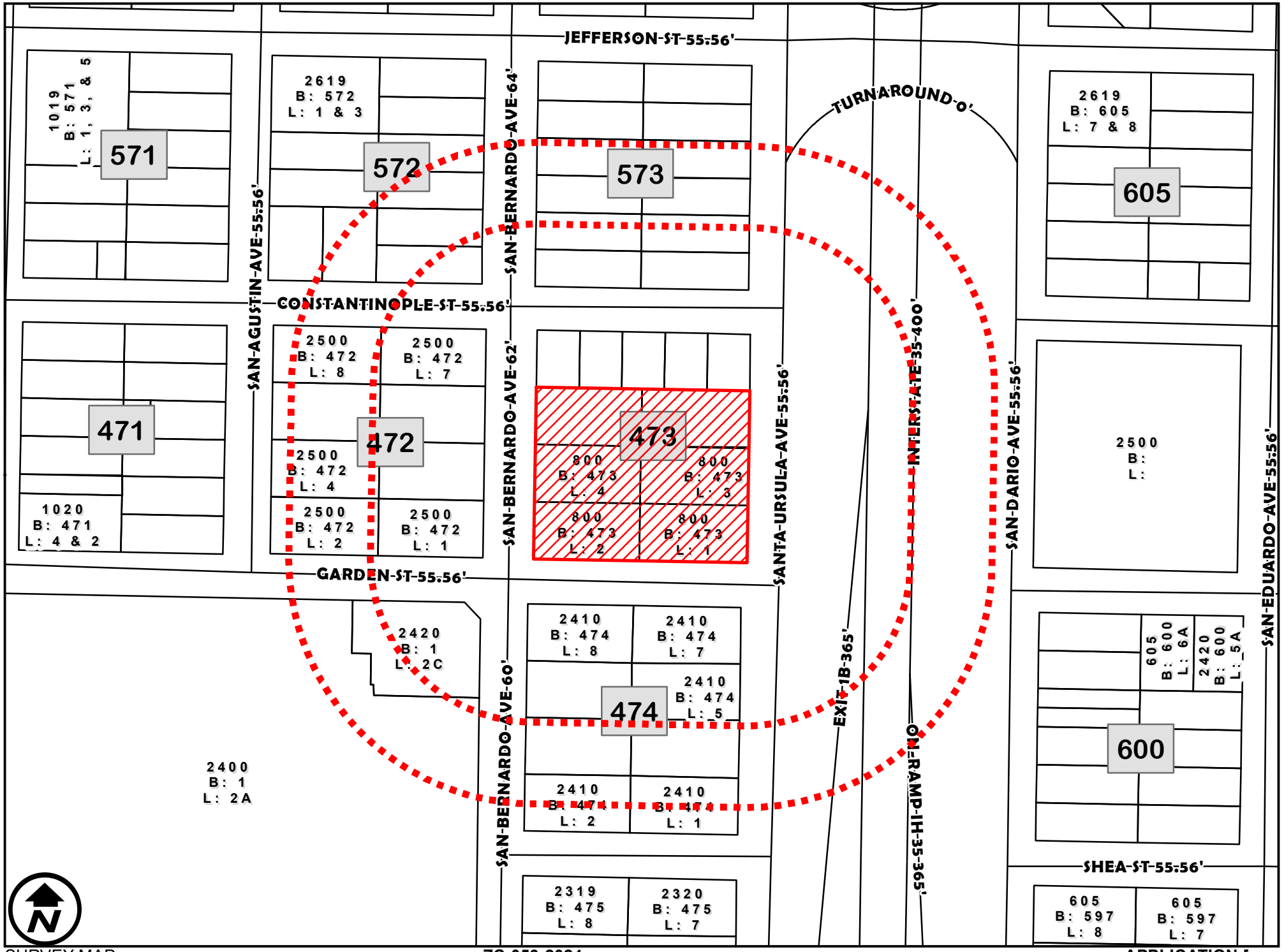



ZONING MAP

1 inch = 150 feet

ZC-053-2024
COUNCIL DISTRICT 8
800 GARDEN STREET

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P FOR RESTAURANT SERVING ALCOHOL

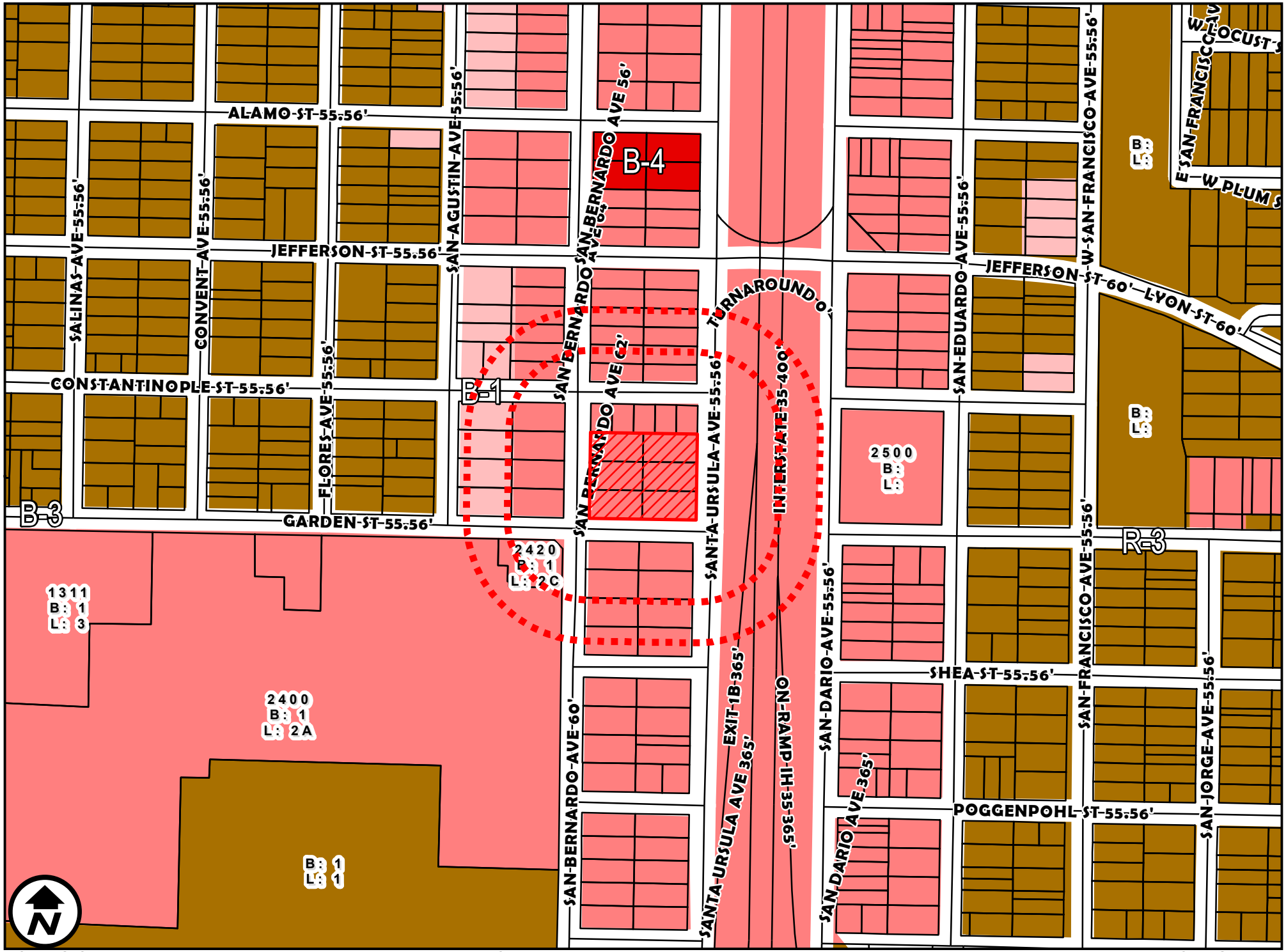



SURVEY MAP

1 inch = 150 feet

ZC-053-2024
COUNCIL DISTRICT 8
800 GARDEN STREET

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P FOR RESTAURANT SERVING ALCOHOL

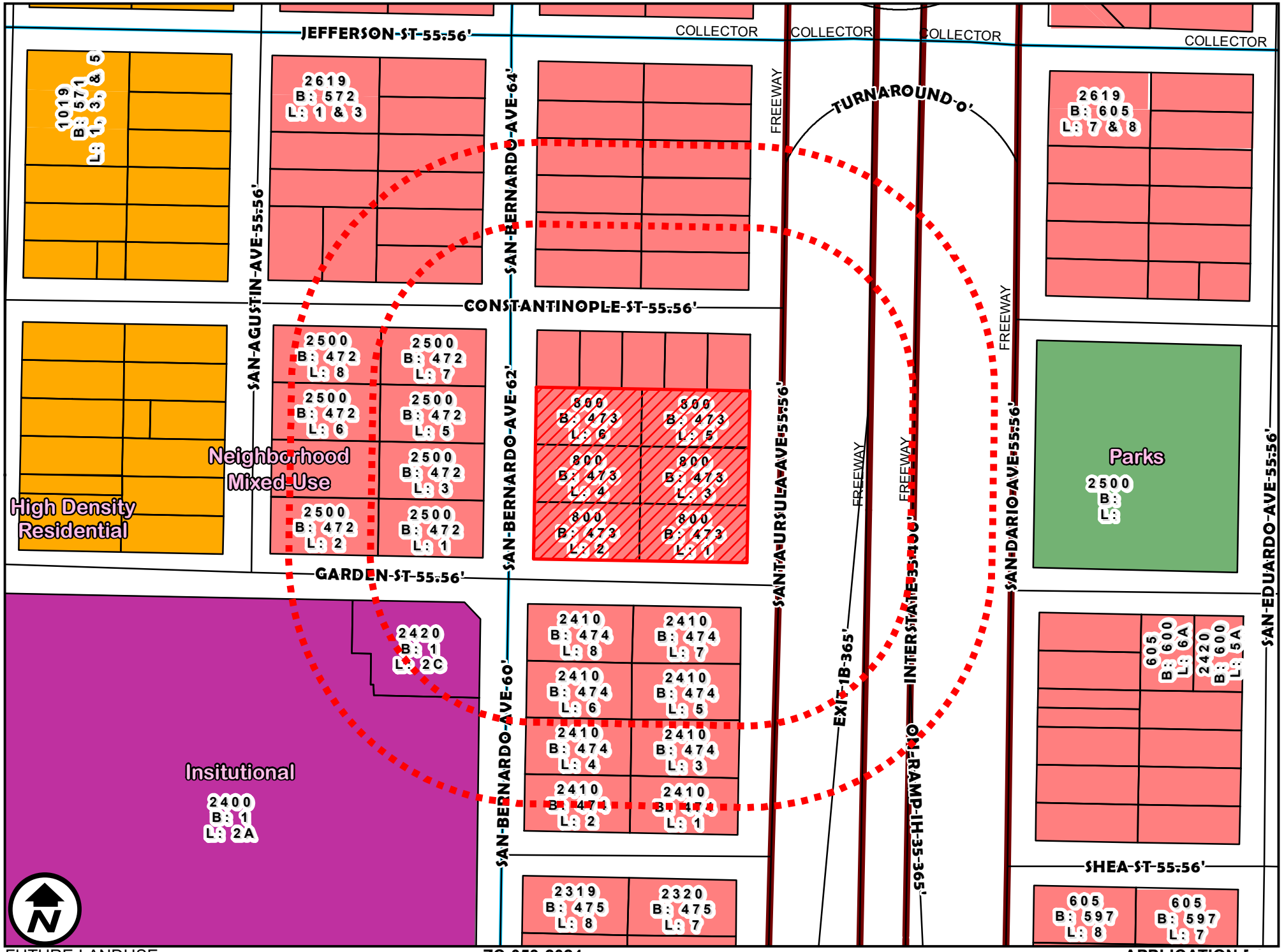



ZONING OVERVIEW

1 inch = 300 feet

ZC-053-2024
COUNCIL DISTRICT 8
800 GARDEN STREET

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P FOR RESTAURANT SERVING ALCOHOL

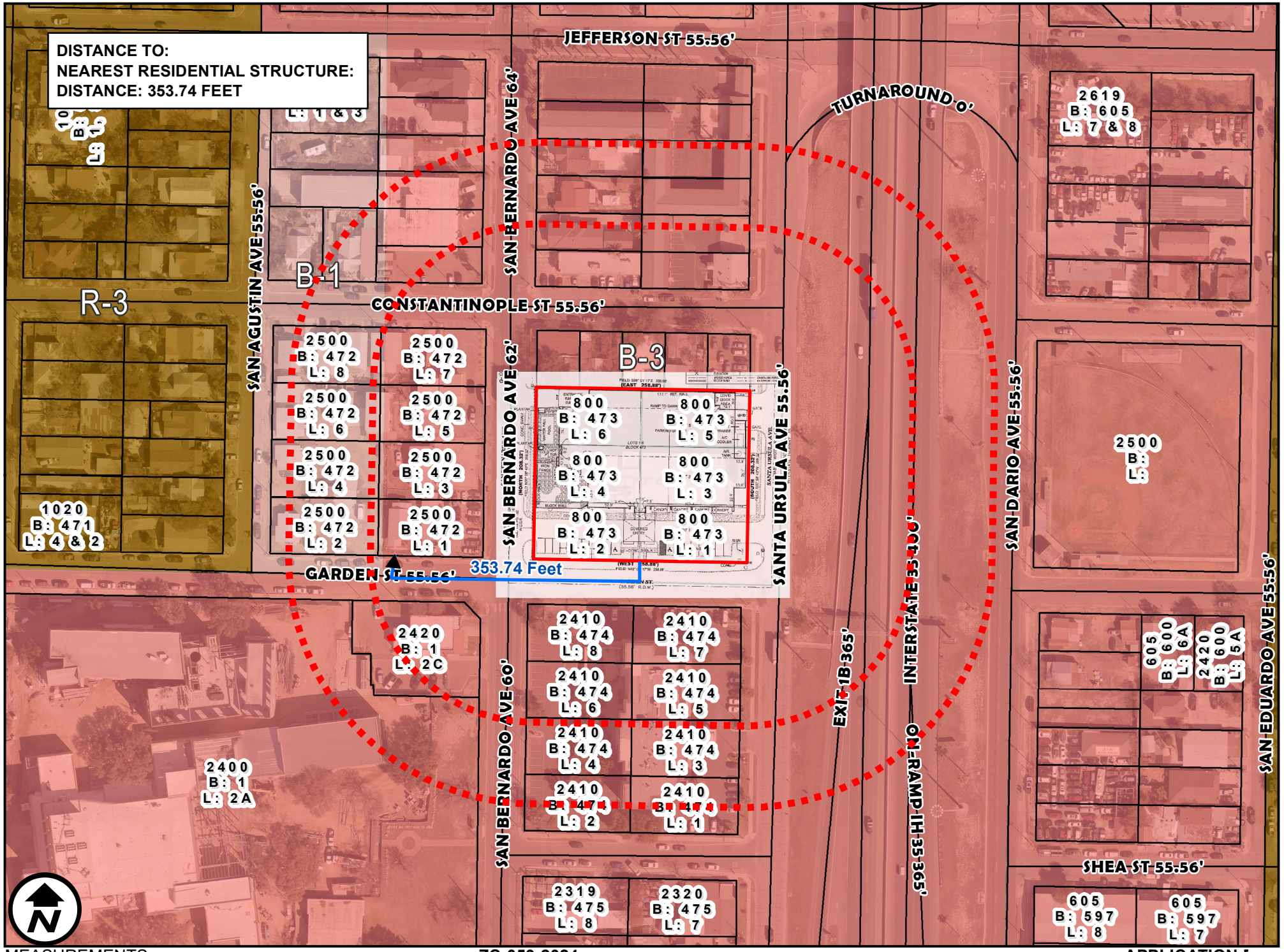



FUTURE LANDUSE

1 inch = 150 feet

ZC-053-2024
COUNCIL DISTRICT 8
800 GARDEN STREET

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P FOR RESTAURANT SERVING ALCOHOL

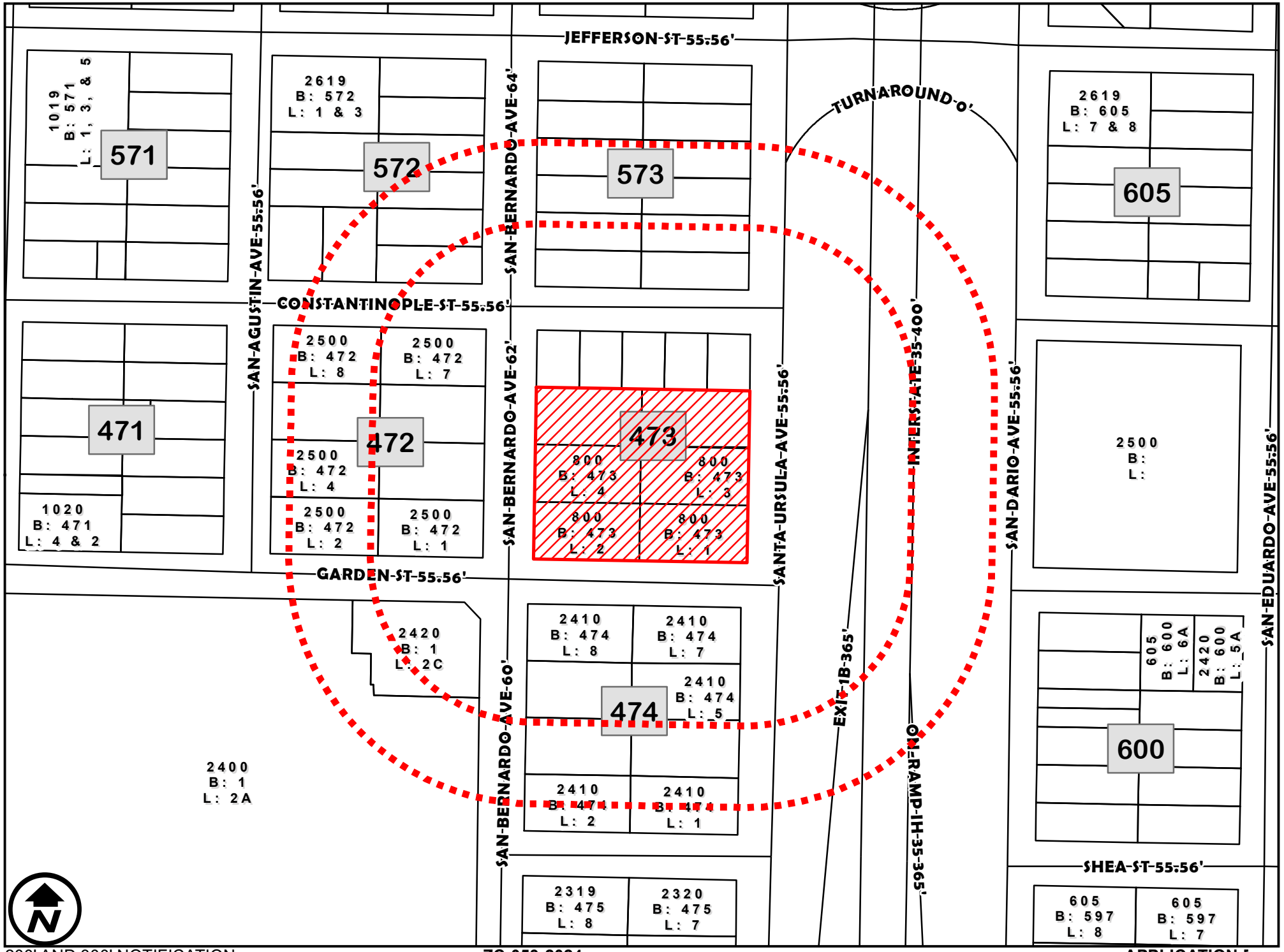



MEASUREMENTS

1 inch = 150 feet

ZC-053-2024
COUNCIL DISTRICT 8
800 GARDEN STREET

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P FOR RESTAURANT SERVING ALCOHOL




200' AND 300' NOTIFICATION

1 inch = 150 feet

**ZC-053-2024**
**COUNCIL DISTRICT 8**
**800 GARDEN STREET**

**APPLICATION F**
**B-3 (COMMUNITY BUSINESS DISTRICT) .C**
**S.U.P FOR RESTAURANT SERVING ALCOHOL**

## Special Use Permit Application

## Address: 800 Garden St., Laredo Texas 78040

## Applicant: Shreem Laredo, LP

**NARRATIVE DESCRIPTION OF USE:**

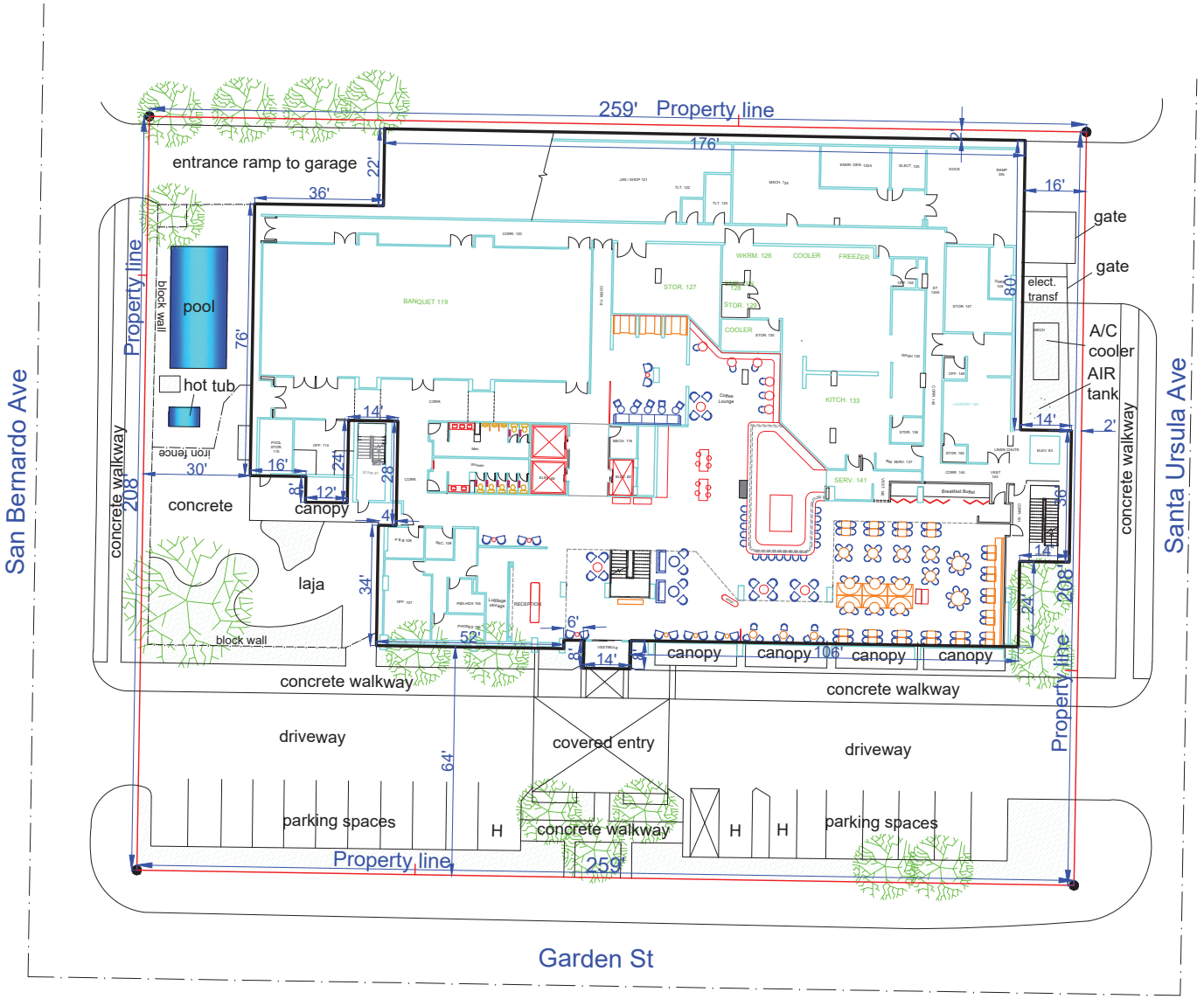
The property of 800 Garden Street, Laredo TX 78040 is a 13 story high-rise hotel formerly known as the Hotel Ava. The hotel features 199 guest rooms. The property is undergoing a significant multimillion dollar renovation by the owner, Shreem Laredo, LP, for rebranding as the Double Tree by Hilton Hotel Laredo, a luxury high-rise hotel.

The hotel will have many luxury amenities for guests including a full-service restaurant located on the first floor of the hotel. With approval of the Special Use Permit application, the restaurant will serve alcoholic beverages to hotel and dining patrons including beer, wine and spirits. Food and drink will be served in the restaurant and bar, lobby lounge and patio spaces.

The restaurant will be open 7 days a week, serving breakfast from approximately 6:30 am to 10:30 am and dinner from approximately 3:00 pm to 10:00 pm. Alcoholic beverages will be served during dinner hours.

As part of it's operational plan to observe best practices for alcoholic beverage service, Shreem Laredo, LP will require all servers and restaurant staff serving alcoholic beverages to be TABC certified and must produce a valid and current TABC Certification in order to maintain their employment at the hotel and restaurant.

# Exhibit A




SITE PLAN:
800 Garden St.
1.25 Acres
121,500 sf
199 Guest Rooms
Parking:
Garage: 335 spaces
Lot: 24 spaces

SQUARE FOOTAGE:
Dining/Bar Area: 4,004 sf
Lobby/Reception: 1,520 sf
Office/Storage: 1,760 sf
Banquet: 5,452 sf
Coffee Lounge: 525 sf
Business Center: 535 sf
Laundry/Storage: 1,250 sf
Kitchen/Storage: 3,090 sf
Restrooms: 575 sf
Janitorial/Mechanical: 2,904 sf

| | |
|---|---|
| Parcel No. (APN) | 110-00473-010 |
| Land Use | COMMERCIAL<br>HOTEL / MOTEL |
| Lot Area | 54,450 SF (1.25 ACRES) |

***ADDRESS:*** 800 Garden St
Laredo, TX 78040
Scale:1"=30'

0' 15' 30' 60'
Graphic Scale

**THIS IS NOT A LEGAL SURVEY, NOR IS IT INTENDED TO BE OR REPLACE ONE**

This work product represents only generalized locations of features, objects or boundaries and should not be relied upon as being legally authoritative for the precise location of any feature, object or boundary.

ZC-053-2024
ATTENTION
PROPOSED Restaurant
(Serving Alcohol)
SPECIAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613
FENCE WORLD
956-796-0102
Laredo, Texas

**ORDINANCE NO. 2024-O-146**

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A SPECIAL USE PERMIT FOR A RESTAURANT SERVING ALCOHOL ON LOTS 1, 2, 3, 4, 5, AND 6, BLOCK 473, WESTERN DIVISION, LOCATED AT 800 GARDEN STREET; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for a restaurant serving alcohol on Lots 1, 2, 3, 4, 5, and 6, Block 473, Western Division, located at 800 Garden Street; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 20, 2024; and,

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

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

WHEREAS, the City Council has held a public hearing on July 22, 2024, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Special Use Permit for a restaurant serving alcohol on Lots 1, 2, 3, 4, 5, and 6, Block 473, Western Division, located at 800 Garden Street.

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

1. The Special Use Permit is issued to Shreem Laredo, LP, and may only be transferred upon application to and with the express permission of the City Council.
2. The Special Use Permit is restricted as per the site plan, "Exhibit A", which is made part hereof for all purposes.
3. The hours of operation shall be limited to, from Sunday to Saturday, 6:30 a.m. to 10:30 a.m. and 3:00 p.m. to 10:00 p.m.
4. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
5. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
6. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
7. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
8. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
9. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
10. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property. Any outdoor music shall be at the decibel levels stated in the City of Laredo Code of Ordinances, Article XI, *Noise Nuisances*.
11. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full-service menu.
12. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
13. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
14. The restaurant shall undergo an annual Fire Inspection.
15. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.
16. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).

18. The restaurant shall provide the City of Laredo, Building Development Services with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.
19. A business entity, which has been granted an SUP, is required to report (on a form approved by the Director of Building Services) any change in the entity's ownership status which occurs by virtue of the transfer of a majority of its stock or a majority of its membership interest to the City of Laredo Building Services Director. Any change in ownership interest shall be deemed a transfer of the business and shall require Council approval of the transfer of the existing SUP.
20. Failure to comply (#19 condition) above, shall render the existing SUP null, void and of no force or effect.

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

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

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12.12, entitled "Enforcement and Revocation of Special Use Permit Revocation," according to the criteria and procedures described therein and below:

1. Enforcement and Revocation of Special Use Permit Revocation

If it is determined based on inspection by the Planning Director or reasonable investigation by the City Manager, or his designee, that there exist reasonable grounds for revocation of a Special User Permit, a public hearing shall be set before the Zoning Commission and the City Council.

A. Circumstances that warrant revocation of an approved special use permit include, but shall not be limited to, any of the following:
    1. Any Violation of any of the conditions of the special use permit if not corrected to the satisfaction of the City within 90 days of the owner having received written notice of the violation and the means necessary to correct it;
    2. A plea of guilty or no-contest to an offense that that occurs on the property for which the special use permit is granted involving any zoning ordinance or provision of the City's Land Development Code;
    3. The building, premise, or land uses under the special use permit is enlarged, modified, structurally altered, or otherwise significantly changed without the approval of a separate special use permit for such enlargement, modification, structural alteration or change;

4. Violation of any provision of the site plan encompassing the property for which the special use permit was issue for, terms or conditions of a special use permit;
5. The special use permit was obtained by fraud or with deception.

B. Revocation process. The revocation process shall be conducted through a public hearing and recommendation by the Zoning Commission, followed by a public hearing and ordinance amendment consideration by the City Council. The City Council ma revoke the special use permit, deny the revocation and allow the sue to continue, or deny the revocation and amend the special use permit to attach conditions to assure that the terms, conditions and requirements of the special use permit be met.

C. Effect of revocation. Upon the effective date of the revocation, it shall be unlawful to undertake or perform any activity that was previously authorized by the special use permit. Any person, firm, or corporation, who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation exists shall constitute a separate offense.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

## City Council

**Meeting Date:** 8/5/2024 **Final Readings 13.**

**SUBJECT**
An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for storage and handling of hazardous materials on Lot 4, Block 6, International Commerce Center, Unit 1, located at 1022 Black Diamond Street.

ZC-054-2024
District VII

**Council District:** District 7 **Zone Case:** ZC-054-2024

**Letters sent to property owners:** 11

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

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

**COMMISSION RECOMMENDATIONS - Approve**
The Planning and Zoning Commission in an 8 to 0 vote recommended approval of the proposed special use permit.

**STAFF RECOMMENDATION - Supports**
Staff supports the application.

**City Council- Regular Meeting**

**Meeting Date:** 08/05/2024

**Initiated By:** Jose A. Valdez, Jr. Assistant City Manager/City Secretary

**Initiated By**: Garzas Fence, Inc, Owner; Edgar M. Garza, Applicant; Miguel De La Rosa, Representative

**Staff Source:** Vanessa Guerra, Interim Planning Director

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**SUBJECT**

**2024-O147** An ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Special Use Permit for Storage and Handling of Hazardous Materials on Lot 4, Block 6, International Commerce Center, Unit 1, located at 1022 Black Diamond Street.

**ZC-054-2024**
**District VII**

**PREVIOUS COUNCIL ACTION**

On July 22, 2024, the City Council made a motion to introduce the item.

**BACKGROUND**

**Council District:** VII - Cm. Vanessa Perez

**Zoning District:** M-1 (Light Manufacturing District) zoning district

**Proposed use:** Above-ground diesel and fuel storage (storage and handling of hazardous materials)

**Site:** The current site is vacant developed land.

**Surrounding land uses:** To the north of the site is vacant undeveloped land. To the east of the site is a paved area, T.A.O. Laredo Yard, and vacant developed land. To the south of the site is Black Diamond Street, Las Minas Boulevard, Anita's Restaurant and Trailer Washout, vacant developed, and a trucking yard. To the west of the site is vacant developed land.

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

**Transportation Plan:** The Long Range Thoroughfare Plan does not identify Black Diamond Street
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

**Letters sent to surrounding property owners:** 11 **In Favor:** 0 **Opposed:** 0

**COMMITTEE RECOMMENDATION**

The Planning and Zoning Commission in an 8 to 0 vote recommended **approval** of the proposed special use permit.

**STAFF RECOMMENDATION**

A Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects, such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for storage and handling of hazardous materials located in M-1 zoning districts. The property is in a M-1 (Light Manufacturing District) zoning district.

Staff **supports** the proposed special use permit for the following reasons:

1. The location is appropriate as the majority of the surrounding land uses is vacant undeveloped land. The location of this property also abuts the city limit line.
2. The proposed use is not out of character since there are industrial uses existing within the vicinity of the site.
3. There are no residential uses or institutional uses near the proposed site.

If approved, Staff suggests the following conditions:

1. The Special Use Permit is restricted to the site plan, "Exhibit A", which is made part hereof for all purposes.
2. The hours of operation shall be 24 hours a day, seven (7) days a week (24/7).
3. The tanks shall not be abutting the nearest property lines, but shall be located in the middle of the property.
4. There shall be bollards surrounding the tanks as protection from vehicle impact.
5. The tanks shall be placed within above-ground cement barriers as a spillage prevention measure.
6. There shall be signage of 'Flammable = "No Smoking"' in both English and Spanish located throughout the property.
7. The distance between any two flammable liquid storage tanks shall not be less than three (3) feet, as per the Occupational Safety and Health Administration (OSHA).
8. The applicant shall follow all rules and regulations as required by the Occupational Safety and Health Administration.
9. The establishment shall be kept in a sanitary condition.
10. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
11. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
12. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
13. The required opaque or wall fence shall comply with the Laredo Land Development Code, Section 24.79. Plywood, sheet metal, and corrugated steel fencing is prohibited.
14. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
15. Signage shall be consistent with the City's Sign Ordinance.
16. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
17. The proposed use shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to the CUP business holder.
18. The proposed use shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.

19. The proposed use shall undergo an annual Fire Inspection.
20. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current, including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.
21. Owner shall comply with Building, Health, Safety, Fire, Environmental, and all applicable codes and regulations as required.

Staff **supports** the application.

**Is this change contrary to the established land use pattern?**
No. There are other industrial uses within the vicinity of the site.

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

**Will change adversely influence living conditions in the neighborhood?**
Possibly.

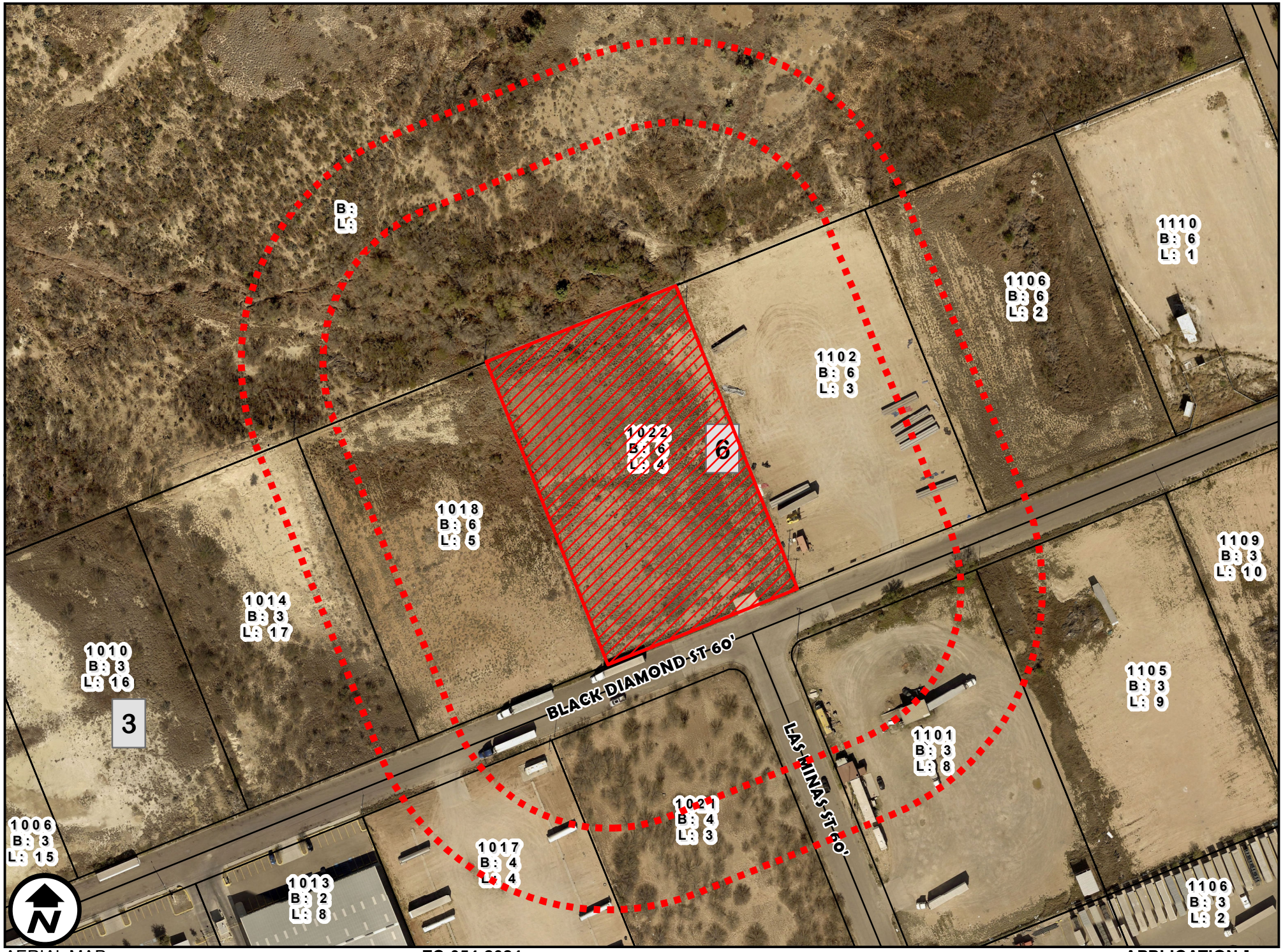
**Are there substantial reasons why the property cannot be used in accordance with existing zoning?**
Yes. The underlying zone requires the SUP overlay to allow for storage and handling of hazardous materials as intended by the applicant.

---

Attachments

Maps
Narrative
Site Plan
Tanks Photos & Specs
Zone Change Signage
Final Ordinance

---

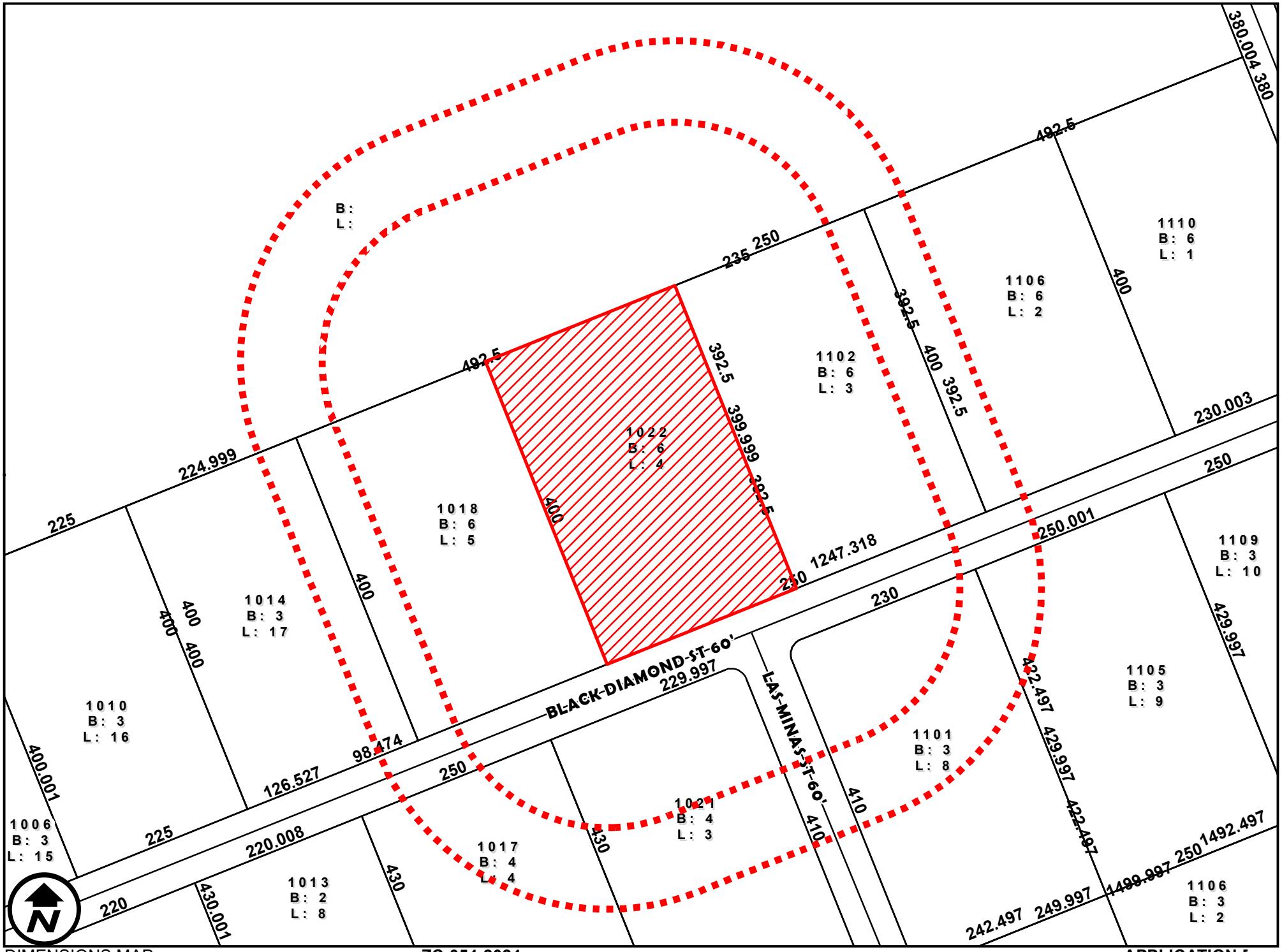



AERIAL MAP

1 inch = 150 feet

**ZC-054-2024**
**COUNCIL DISTRICT 7**
**1022 BLACK DIAMOND STREET**

**APPLICATION F**
**M-1 (LIGHT MANUFACTURING DISTRICT) T**
**S.U.P FOR STORAGE AND HANDLING OF HAZARDOUS MATERIALS**

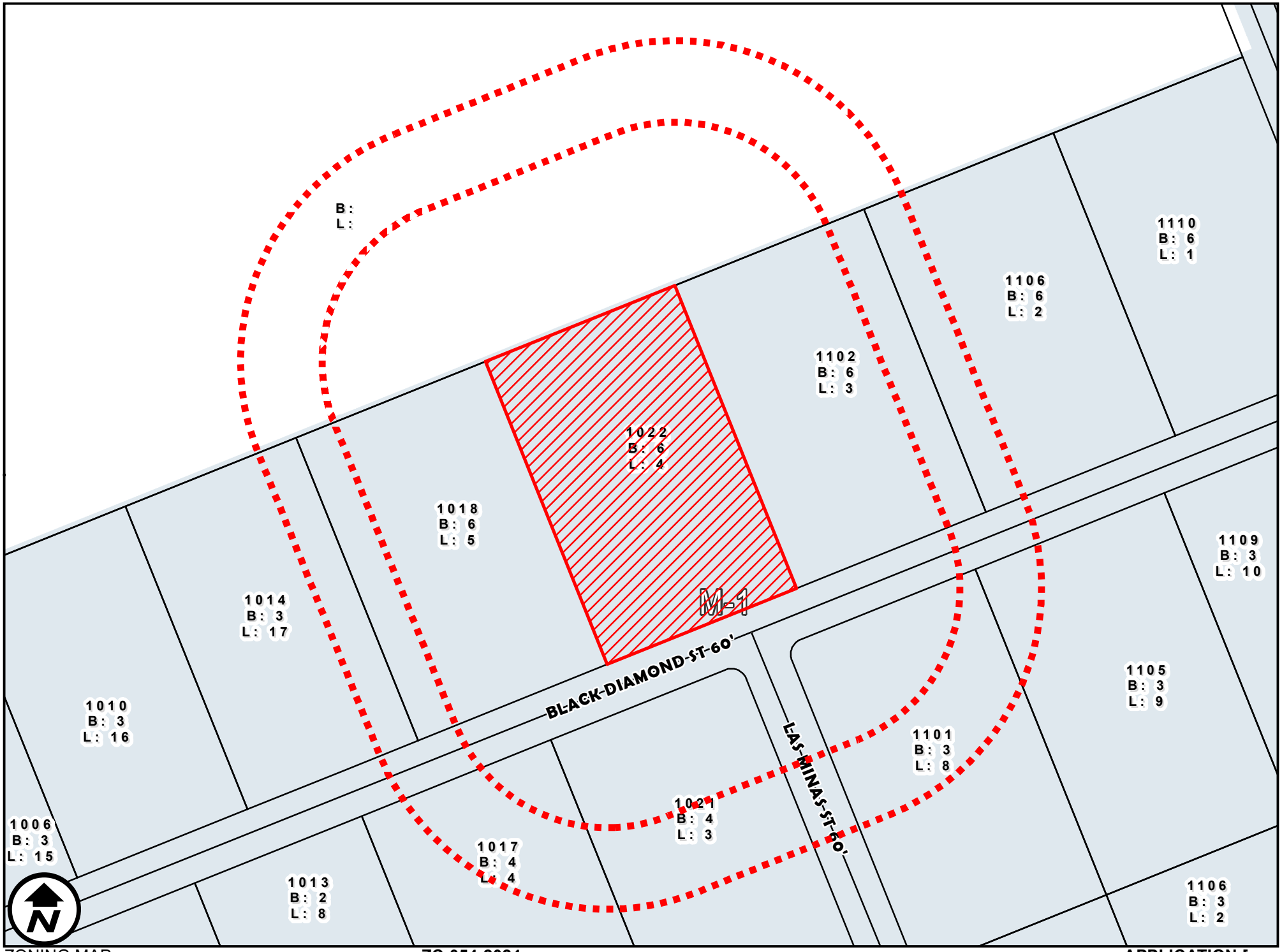



DIMENSIONS MAP

1 inch = 150 feet

**ZC-054-2024**
**COUNCIL DISTRICT 7**
**1022 BLACK DIAMOND STREET**

**APPLICATION F**
**M-1 (LIGHT MANUFACTURING DISTRICT) T**
**S.U.P FOR STORAGE AND HANDLING OF HAZARDOUS MATERIALS**

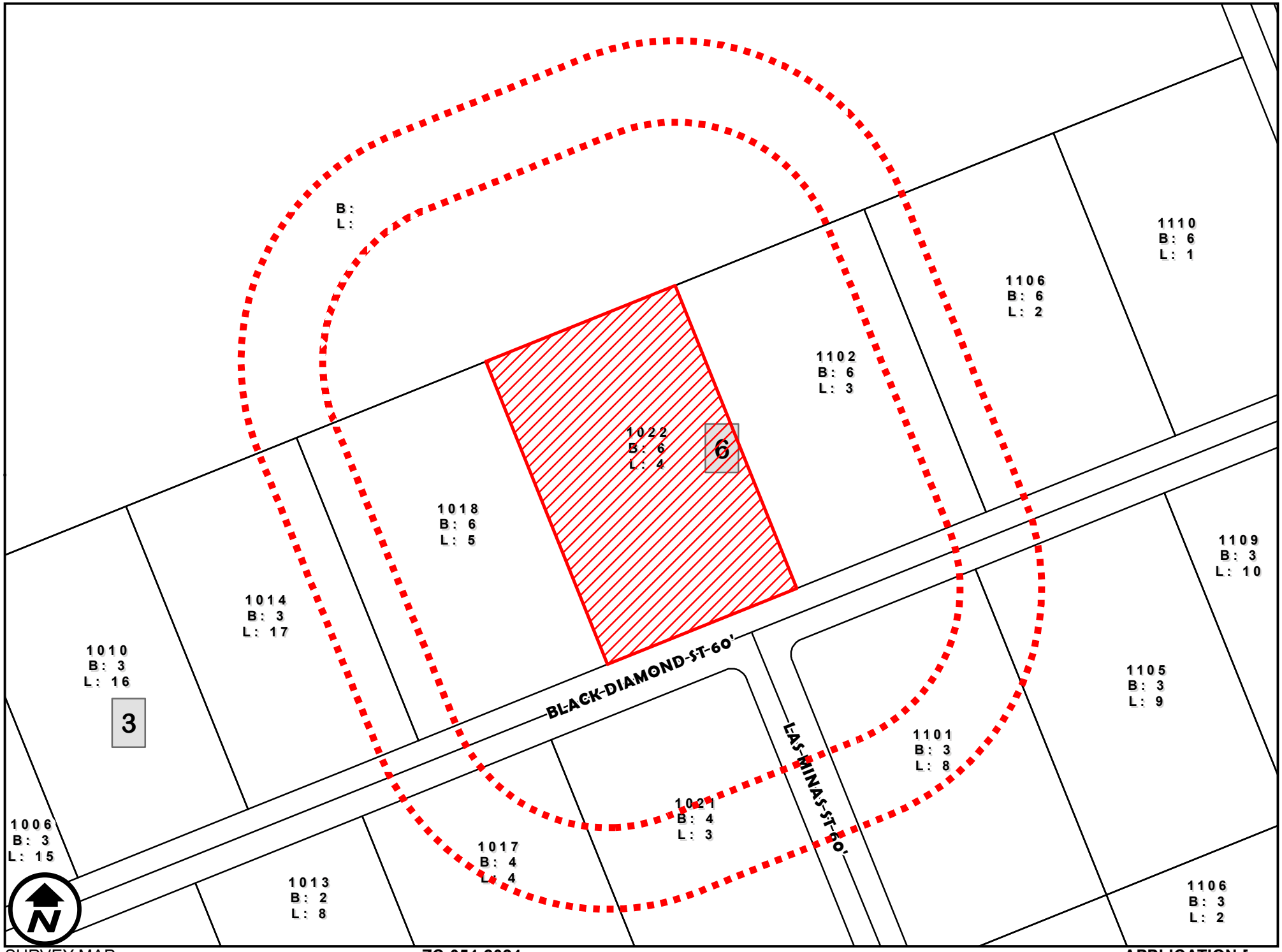



ZONING MAP

1 inch = 150 feet

**ZC-054-2024**
**COUNCIL DISTRICT 7**
**1022 BLACK DIAMOND STREET**

**APPLICATION F**
**M-1 (LIGHT MANUFACTURING DISTRICT) T**
**S.U.P FOR STORAGE AND HANDLING OF HAZARDOUS MATERIALS**

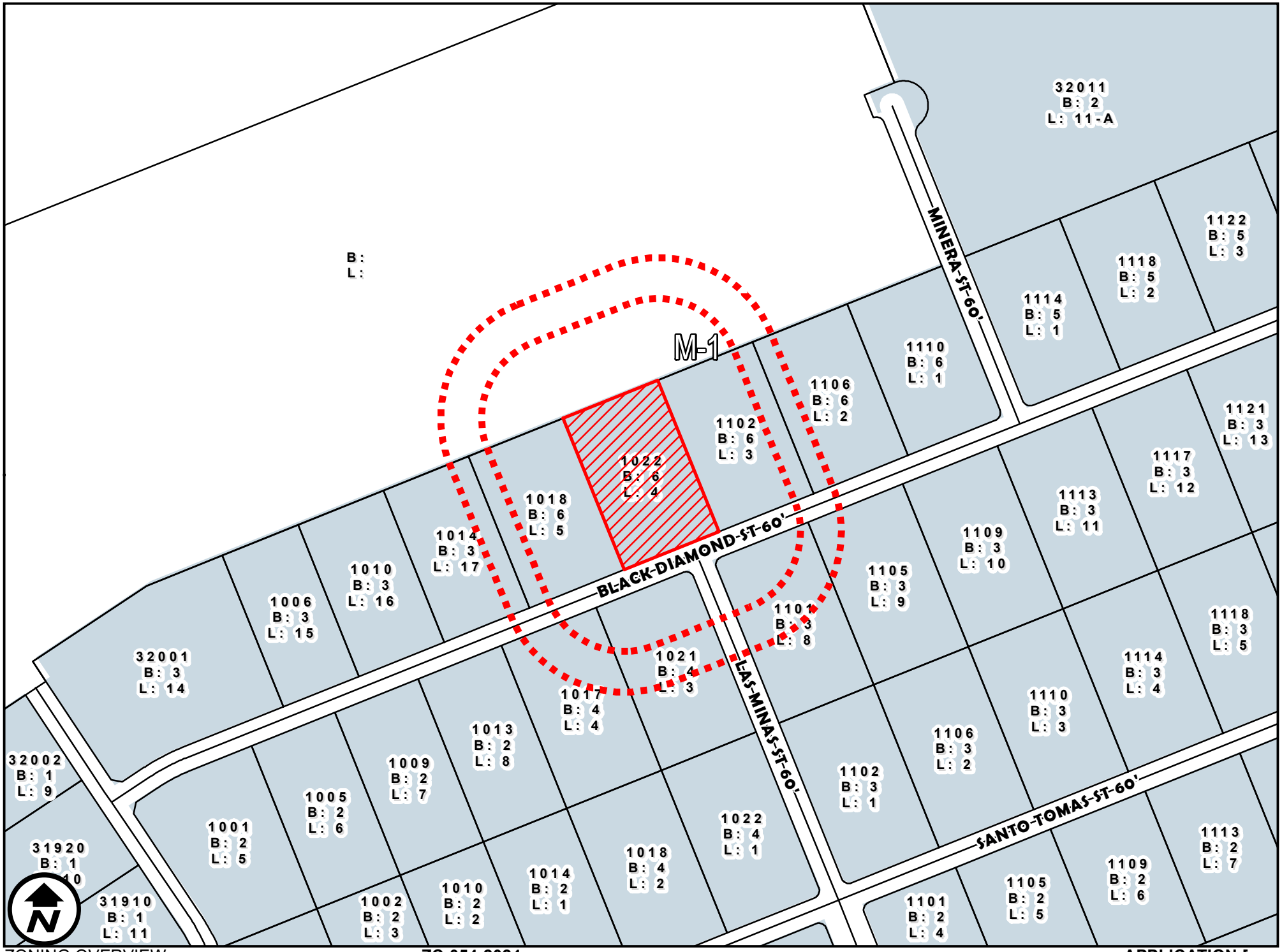



SURVEY MAP

1 inch = 150 feet

**ZC-054-2024**
**COUNCIL DISTRICT 7**
**1022 BLACK DIAMOND STREET**

**APPLICATION F**
**M-1 (LIGHT MANUFACTURING DISTRICT) TO**
**S.U.P FOR STORAGE AND HANDLING OF HAZARDOUS MATERIALS**

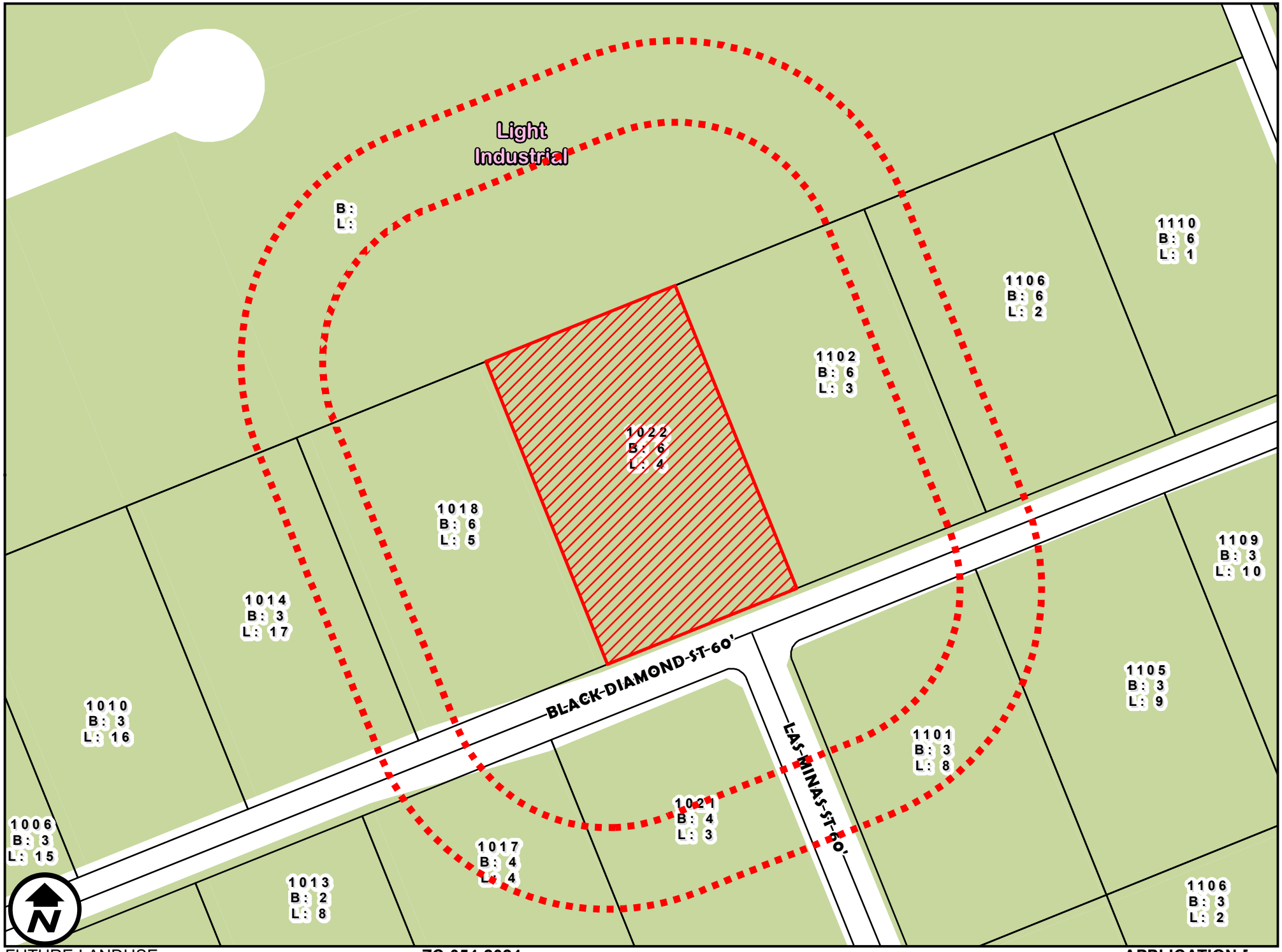



ZONING OVERVIEW

1 inch = 300 feet

**ZC-054-2024**
**COUNCIL DISTRICT 7**
**1022 BLACK DIAMOND STREET**

**APPLICATION F**
**M-1 (LIGHT MANUFACTURING DISTRICT) TO**
**S.U.P FOR STORAGE AND HANDLING OF HAZARDOUS MATERIALS**

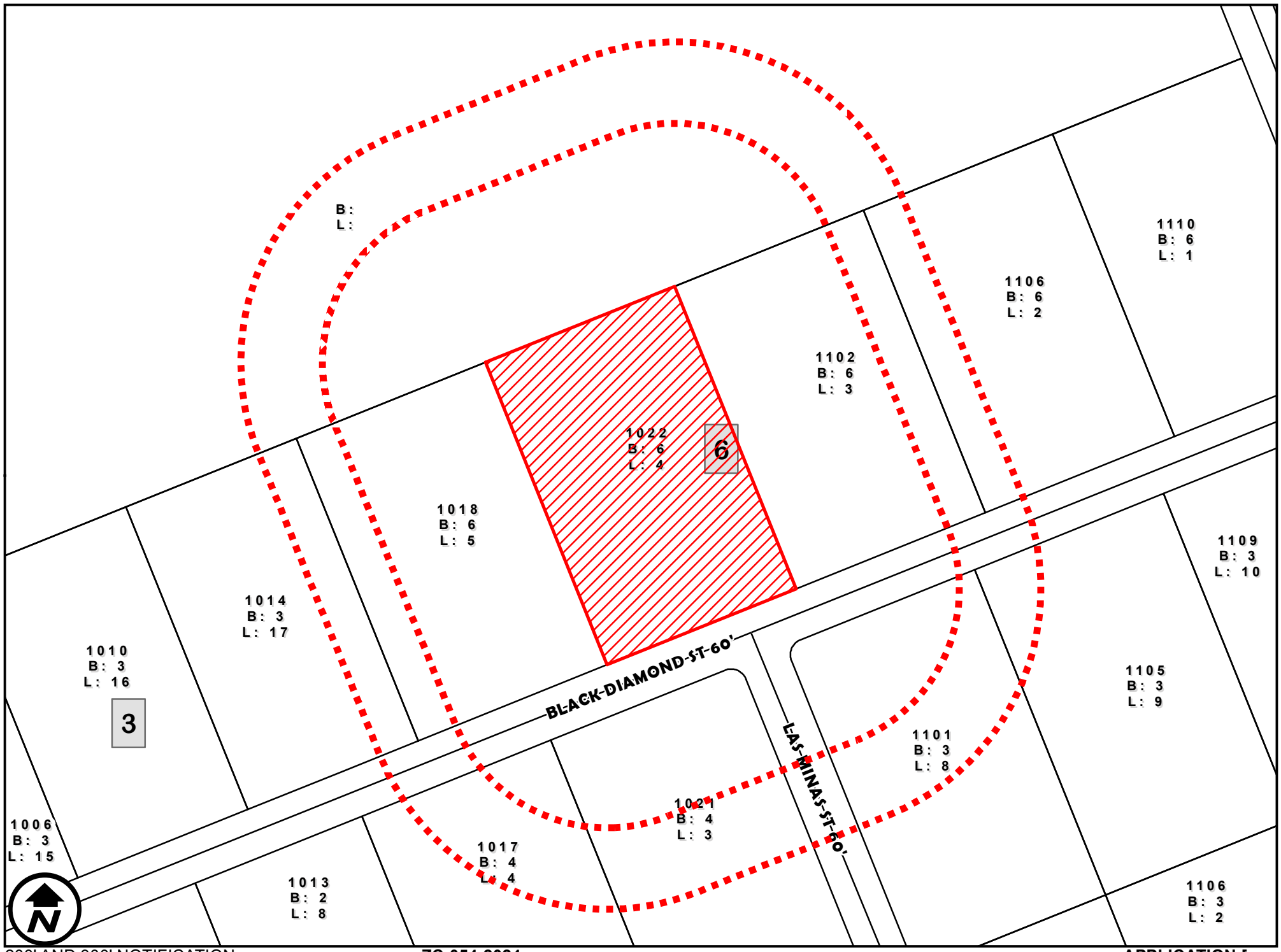



FUTURE LANDUSE

1 inch = 150 feet

**ZC-054-2024**
**COUNCIL DISTRICT 7**
**1022 BLACK DIAMOND STREET**

**APPLICATION F**
**M-1 (LIGHT MANUFACTURING DISTRICT) TO**
**S.U.P FOR STORAGE AND HANDLING OF HAZARDOUS MATERIALS**




200' AND 300' NOTIFICATION

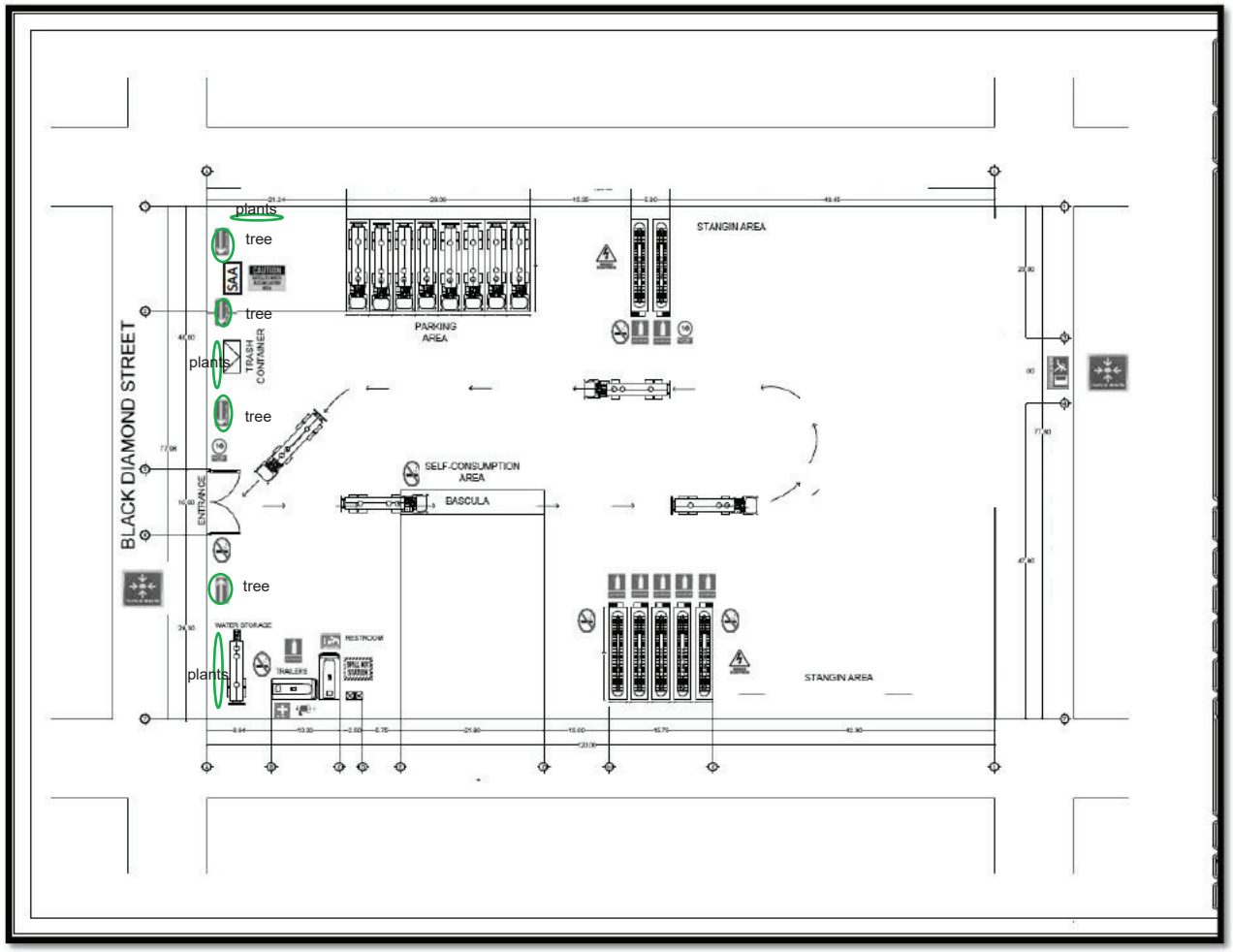
1 inch = 150 feet

**ZC-054-2024**
**COUNCIL DISTRICT 7**
**1022 BLACK DIAMOND STREET**

**APPLICATION F**
**M-1 (LIGHT MANUFACTURING DISTRICT) TO**
**S.U.P FOR STORAGE AND HANDLING OF HAZARDOUS MATERIALS**

The Name of the business is BLUE HILL FUEL it is run by eight employees and open 24 hours. What we do as business on a daily basis is that gas tankers from USA arrive to yard with either diesel or fuel and we transfer contents from tanks to a Mexican gas tanker so they can be transfer the fuels to Mexico. In case the Mexican transfer company is not in the yard at the time the US carrier arrives we transfer contents to one of the tanks that are in site while the Mexican truck arrives (at the most 4hrs.). There will be a total of 7 metal tankers on site (see attached site plan for locations). Tanks dimension are 33'X12'X10.6' with a shell thickness of .250 and hold 500 barrels of fuel each. This is the only business that will be operating on this site. **The office square footage identified on the submitted site plan is 246 square feet, and there will be 8 employees as per email sent by Mr. De La Rosa - DG**

# Exhibit A




## SIGNALING

| /SIGNAL | SIGNIFICATION |
|---|---|
| | EXTINTOR |
| | EVACUATION ROUTE |
| | ELETRIC RISK |
| | NO SMOKE |
| | EYEWASH STATION |
| | EMERGENCY EXIT |
| | MAX SPEED |
| | FIRST AID KIT |
| | ALARM |
| | SATELLITE AREA ACUMALTION |
| | ANTI SPILLS KIT |
| | ASSEMBLE POINT |

| | |
|---|---|
| | AREA: 2.22 ACRES |
| 1022 Black Diamond Cir, Laredo, TX 78040, EE. UU. | GEOREFERENCIA: 27.717860, -99.723258 |
| | Marzo 2024 |

# Photos of Tanks

# Specs of Tanks

**ORDINANCE NO. 2024-O-147**

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A SPECIAL USE PERMIT FOR STORAGE AND HANDLING OF HAZARDOUS MATERIALS ON LOT 4, BLOCK 6, INTERNATIONAL COMMERCE CENTER, UNIT 1, LOCATED AT 1022 BLACK DIAMOND STREET; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for Storage and Handling of Hazardous Materials on Lot 4, Block 6, International Commerce Center, Unit 1, located at 1022 Black Diamond Street); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 20, 2024; and,

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

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

WHEREAS, the City Council has held a public hearing on July 22, 2024, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Special Use Permit for Storage and Handling of Hazardous Materials on Lot 4, Block 6, International Commerce Center, Unit 1, located at 1022 Black Diamond Street.

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

1. The Special Use Permit is restricted to the site plan, "Exhibit A", which is made part hereof for all purposes.
2. The hours of operation shall be 24 hours a day, seven (7) days a week (24/7).
3. The tanks shall not be abutting the nearest property lines, but shall be located in the middle of the property.
4. There shall be bollards surrounding the tanks as protection from vehicle impact.
5. The tanks shall be placed within above-ground cement barriers as a spillage prevention measure.
6. There shall be signage of 'Flammable = "No Smoking"' in both English and Spanish located throughout the property.
7. The distance between any two flammable liquid storage tanks shall not be less than three (3) feet, as per the Occupational Safety and Health Administration (OSHA).
8. The applicant shall follow all rules and regulations as required by the Occupational Safety and Health Administration.
9. The establishment shall be kept in a sanitary condition.
10. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
11. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
12. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
13. The required opaque or wall fence shall comply with the Laredo Land Development Code, Section 24.79. Plywood, sheet metal, and corrugated steel fencing is prohibited.
14. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
15. Signage shall be consistent with the City's Sign Ordinance.
16. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
17. The proposed use shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to the CUP business holder.
18. The proposed use shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
19. The proposed use shall undergo an annual Fire Inspection.
20. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current, including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.

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

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

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

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12.12, entitled "Enforcement and Revocation of Special Use Permit Revocation," according to the criteria and procedures described therein and below:

1. Enforcement and Revocation of Special Use Permit Revocation

If it is determined based on inspection by the Planning Director or reasonable investigation by the City Manager, or his designee, that there exist reasonable grounds for revocation of a Special User Permit, a public hearing shall be set before the Zoning Commission and the City Council.

A. Circumstances that warrant revocation of an approved special use permit include, but shall not be limited to, any of the following:
    1. Any Violation of any of the conditions of the special use permit if not corrected to the satisfaction of the City within 90 days of the owner having received written notice of the violation and the means necessary to correct it;
    2. A plea of guilty or no-contest to an offense that that occurs on the property for which the special use permit is granted involving any zoning ordinance or provision of the City's Land Development Code;
    3. The building, premise, or land uses under the special use permit is enlarged, modified, structurally altered, or otherwise significantly changed without the approval of a separate special use permit for such enlargement, modification, structural alteration or change;
    4. Violation of any provision of the site plan encompassing the property for which the special use permit was issue for, terms or conditions of a special use permit;
    5. The special use permit was obtained by fraud or with deception.
B. Revocation process. The revocation process shall be conducted through a public hearing and recommendation by the Zoning Commission, followed by a public hearing and ordinance amendment consideration by the City Council. The City Council ma revoke the special use permit, deny the revocation and allow the sue to continue, or deny the revocation and amend the special use permit to attach conditions to assure that the terms, conditions and requirements of the special use permit be met.

C. Effect of revocation. Upon the effective date of the revocation, it shall be unlawful to undertake or perform any activity that was previously authorized by the special use permit. Any person, firm, or corporation, who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation exists shall constitute a separate offense.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

## City Council

**Meeting Date:** 8/5/2024 **Final Readings 14.**

**SUBJECT**
An Ordinance of the City of Laredo, Texas, amending Chapter 11 of the Code of Ordinances in order to adopt the 2020 edition of the National Electrical Code of the National Fire Protection Association; repealing all ordinances and/or parts of ordinances in conflict therewith; providing for a savings clause; providing for a severability clause; and providing an effective date.

**PREVIOUS COUNCIL ACTION**
On the 22nd day of July 2024, by Ordinance 2024-O-148, the City Council adopted the 2021 edition of the National Electrical Code of the National Fire Protection Association.

**BACKGROUND**
The adoption of the most recent edition of the 2020 National Electrical Code will provide a safe living environment in Laredo by: 1. Ensuring code complying installation with recently introduced electric equipment, materials, and methods, 2. Continuing to provide the City with the necessary rules for the abatement of electrical violations; and 3. Provide up-to-date design and safety rules sufficient to reduce threats to life and property from the misuse of electricity.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Staff recommends that the City Council approve this ordinance.

**Fiscal Impact**

| | |
|---|---|
| Fiscal Year: | Click or tap here to enter text. |
| Budgeted Y/N?: | Click or tap here to enter text. |
| Source of Funds: | Click or tap here to enter text. |
| Account #: | Click or tap here to enter text. |
| Change Order: Exceeds 25% Y/N: | Click or tap here to enter text. |

**FINANCIAL IMPACT:**
N/A

**ORDINANCE 2024-O-148**

**AMENDING CHAPTER 11 OF THE CODE OF ORDINANCES IN ORDER TO ADOPT THE 2020 EDITION OF THE NATIONAL ELECTRICAL CODE OF THE NATIONAL FIRE PROTECTION ASSOCIATION; REPEALING ALL ORDINANCES AND/OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** on 4th day of October 2021, by Ordinance No. 2021-O-199 the City Council adopted the 2017 edition the National Electrical Code of the National Fire Protection Association; and

**WHEREAS,** newer editions of those codes are now recommended for adoption; and

**WHEREAS,** these codes are designed to secure the public health and safety through structural strength, stability, sanitation, adequate light and ventilation, and safety to life and property form fire and other hazard attributable to the built environment, including alternation, repair, removal, demolition, use, and occupancy of building structures, or premises by regulation the installation and maintenance of all buildings; and

**WHEREAS,** the adoption of the above-referenced newer edition of the National Electrical Code will facilitate comprehensive inspection activities by the Building Development Service Department of City of Laredo relating to construction and to maintenance of buildings within the City of Laredo.

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

**Section 1.** The City of Laredo Code of Ordinances, Chapter 11, Electricity, Article I, Section 11-2 is hereby amended as follows:

Sec. 11.2. Code—Adopted.
The National Electrical Code, ~~2017~~ *2020* edition, providing rules and regulations and requirements for the installation of electrical wiring and apparatus, is hereby adopted as a standard for the installation of all electrical wiring and apparatus and fixtures, except as otherwise specifically provided in this chapter; and is made a part of this chapter, as if set out herein in full; however, should there be any conflict between the provisions of this chapter and the National Electrical Code, the provisions of this chapter shall govern and control. The city shall enforce V.T.C.A., Occupation Code ch. 1305, administrated by the Texas Department of Licensing and Regulations.

**Section 2.** That if any section, subsection sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional; such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Laredo hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared

unconstitutional.

**Section 3.** This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**Section 4.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**Section 5.** The publishers of the City Code of Laredo, Texas are authorized to amend said code to reflect the changes adopted herein and to correct typographical errors and to index, format, and number paragraphs to conform to the existing code.

**Section 6.** This Ordinance shall become effective immediately upon passage.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____DAY OF_____2024.**

_____
**DR. VICTOR D. TREVIÑO**
**MAYOR**

**ATTESTED:**

_____
**MARIO I. MALDONADO, JR**
**CITY SECRETARY**

**APPROVED AS TO FORM:**

_____
**DOANH "ZONE" T. NGUYEN**
**CITY ATTORNEY**

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Final Readings 15.**

**SUBJECT**
An Ordinance of the City of Laredo, Texas, amending Chapter 7 of the Code of Ordinances in order to adopt the 2021 editions of the following International Code Council ("ICC") codes: (1) International Building Code, (2) International Mechanical Code, (3) International Residential Code, (4) International Property Maintenance Code, (5) International Energy Conservation Code, and (6) International Existing Building Code; repealing all ordinances and/or parts of ordinances in conflict therewith; providing for a savings clause; providing for a severability clause; and providing an effective date.

**PREVIOUS COUNCIL ACTION**
On the 22nd day of July 2024, by Ordinance No. 2024-O-149 the City Council adopted the 2021 edition of the International Building Code, the International Mechanical Code, the International Residential Code, the International Property Maintenance Code, the International Energy Conservation Code, and the International Existing Building Code.

**BACKGROUND**
The International Code Council (ICC) updates the building and related codes approximately every three (3) years. It publishes standards, which if adopted, provide additional guidance in the regulation of structure and development.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Staff recommends that the City Council approve this ordinance.

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | Click or tap here to enter text. |
| Budgeted Y/N?: | Click or tap here to enter text. |
| Source of Funds: | Click or tap here to enter text. |
| Account #: | Click or tap here to enter text. |
| Change Order: Exceeds 25% Y/N: | Click or tap here to enter text. |

**FINANCIAL IMPACT:**
N/A

**ORDINANCE 2024-O-149**

**AMENDING CHAPTER 7 OF THE CODE OF ORDINANCES IN ORDER TO ADOPT THE 2021 EDITIONS OF THE FOLLOWING INTERNATIONAL CODE COUNCIL ("ICC") CODES: (1) INTERNATIONAL BUILDING CODE, (2) INTERNATIONAL MECHANICAL CODE, (3) INTERNATIONAL RESIDENTIAL CODE, (4) INTERNATIONAL PROPERTY MAINTENANCE CODE, (5) INTERNATIONAL ENERGY CONSERVATION CODE, AND (6) INTERNATIONAL EXISTING BUILDING CODE; REPEALING ALL ORDINANCES AND/OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** on 4th day of October 2021, by Ordinance No. 2021-O-198 the City Council adopted the 2018 edition of the International Building Code, the International Mechanical Code, the International Residential Code, the International Property Maintenance Code, the International Energy Conservation Code, and the International Existing Building Code.

**WHEREAS,** newer editions of those codes are now recommended for adoption; and

**WHEREAS,** these codes are designed to secure the public health and safety through structural strength, stability, sanitation, adequate light and ventilation, and safety to life and property form fire and other hazard attributable to the built environment, including alternation, repair, removal, demolition, use, and occupancy of building structures, or premises by regulation the installation and maintenance of all buildings; and

**WHEREAS,** the adoption of the above-referenced newer editions of the said ICC codes, will facilitate comprehensive inspection activities by the Building Development Service Department of City of Laredo relating to construction and to maintenance of buildings within the City of Laredo.

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

**Section 1.** The City of Laredo Code of Ordinances, Chapter 7, Buildings and Building Regulations, Article I, Sections 7-1, 7-4, 7-7, 7-8, 7-9, and 7-10 are hereby amended as follows:

Sec. 7-1. Code—Adopted.

There is hereby adopted by the city council the ~~2018~~ *2021* edition of the International Building Code as published by the International Code Council and is hereby adopted as the Code of the City of Laredo, of which one (1) copy is filed in the office of building development services department and designated as the building code.

Sec. 7-4. Mechanical code—Adopted.

There is hereby adopted by the city council the ~~2018~~ *2021* edition of the International Mechanical Code of which one (1) copy is filed in the office of building development services department and designated as the mechanical code.

Sec. 7-7. Dwelling code.

There is hereby adopted by the city council the ~~2018~~ *2021* edition of the International Residential Code of which one (1) copy is filed in the office of building development services department and designated as the dwelling code, except for *Chapter 11 Energy Efficiency* and Section R313.2 One- and Two-Family Dwelling Automatic Fire Sprinkler Systems, which is prohibited by state law SB1410 Section 12, which became law on September 1, 2009.

The following sections of the ~~2018~~ *2021 Edition of the International Residential Code* are modified to be specifically tailored to the City of Laredo:

Sec. 7-8. International Property Maintenance Code—Adopted.

There is hereby adopted by the city council the ~~2018~~ *2021* edition of the International Properly Maintenance Code of which one (1) copy is filed in the office of Building Development Services Department and designated as the International Property Maintenance Code.

Sec. 7-9. International Energy Conservation Code—Adopted.

There is hereby adopted by the city council the ~~2018~~ *2021* edition of the International Energy Conservation Code.

Sec. 7-10. International Existing Building Code—Adopted.

There is hereby adopted by the city council the ~~2018~~ *2021* edition of the International Existing Building Code of which one (1) copy is filed in the office of building development services department and designated as the International Existing Building Code.

**Section 2.** The City of Laredo Code of Ordinances, Chapter 7, Buildings and Building Regulations, Article I, is hereby amended.

**Section 3.** That if any section, subsection sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional; such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Laredo hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**Section 4.** This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**Section 5.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**Section 6.** The City Secretary of the City of Laredo is hereby directed to publish the proposed Ordinance as required by Section 2.09 of the Charter of the City of Laredo.

**Section 7.** The publishers of the City Code of Laredo, Texas are authorized to amend said code to reflect the changes adopted herein and to correct typographical errors and to index, format, and number paragraphs to conform to the existing code.

**Section 8.** This Ordinance shall become effective immediately upon passage.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____DAY OF_____2024.**

_____
**DR. VICTOR D. TREVIÑO**
**MAYOR**

**ATTESTED:**

_____
**MARIO I. MALDONADO, JR.**
**CITY SECRETARY**

**APPROVED AS TO FORM:**

_____
**DOANH "ZONE" T. NGUYEN**
**CITY ATTORNEY**

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Final Readings 16.**

**SUBJECT**
An Ordinance of the City of Laredo, Texas, amending Chapter 12 of the Code of Ordinances in order to adopt the 2021 edition of International Code Council International Fire Code, including all appendices; providing for local amendments to the adopted code; repealing all ordinances and/or parts of ordinances in conflict therewith; providing for a savings clause; providing for a severability clause; and providing an effective date.

**PREVIOUS COUNCIL ACTION**
On the 22nd day of July 2024, by Ordinance 2024-O-150 the City Council adopted the 2021 edition of the International Fire Code.

**BACKGROUND**
The Fire Chief with concurrence from the Building Development Services recommends amendments to the Fire Code as stated above which are applicable to the city.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Staff recommends that the City Council approve this ordinance.

### Fiscal Impact

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**FINANCIAL IMPACT:**
N/A

**ORDINANCE 2024-O-150**

**AMENDING CHAPTER 12 OF THE CODE OF ORDINANCES IN ORDER TO ADOPT THE 2021 EDITION OF INTERNATIONAL CODE COUCIL INTERNATIONAL FIRE CODE INCLUDING ALL APPENDICES; PROVIDING FOR LOCAL AMENDMENTS TO THE ADOPTED CODE; REPEALING ALL ORDINANCES AND/OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** on 4th day of October 2021, by Ordinance No. 2021-O-200 the City Council adopted the 2018 edition of the International Fire Code; and

**WHEREAS,** newer editions of those codes are now recommended for adoption; and

**WHEREAS,** these codes are designed to secure the public health and safety through structural strength, stability, sanitation, adequate light and ventilation, and safety to life and property form fire and other hazard attributable to the built environment, including alternation, repair, removal, demolition, use, and occupancy of building structures, or premises by regulation the installation and maintenance of all buildings; and

**WHEREAS,** the Fire Chief recommends that the adoption of the 2021 edition of the International Fire Code will establish regulations affecting or relating to structures, processes, premises and safeguards regarding the hazards of fire.

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

**Section 1.** The City of Laredo Code of Ordinances, Chapter 12, Fire Prevention and Protection, Article 1, Sections 12-2 and 12-3 are hereby amended as follows:

Sec. 12-2. Fire prevention code—Adopted.
The city, by and through its city council, hereby adopts the ~~2018~~ *2021* edition of the International Fire Code in its entirety, save and except such portions as are hereinafter deleted, supplemented, or amended; and the same is hereby adopted and incorporated herein as fully as if set out at length; and from the date on which this section shall take effect, the provisions of the International Fire Code, M edition, and this section shall [be] controlling within the corporate limits of the city. One (1) copy of which is at the Fire Department Administrative Building of the City of Laredo, being marked and designated as the International Fire Code, ~~2018~~ *2021*, including Appendix Chapters A, B, C, D, E, F, G, H, I, *J, K, L, M, N*.

Sec. 12-3. Same – Amendments.
The following sections of the 2021 International Fire Code are hereby modified to be specifically tailored to the City of Laredo:

507.5.1 Where required. Fire hydrants shall be provided along new public and new private streets at every 300 feet for commercial developments and every 500 feet for residential developments, and where a portion of the facility or building hereafter constructed or moved into or within the

jurisdiction is more than 400 feet (122m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

Exceptions:

1. Fire Group R-3 and Group U occupancies, the distance requirement shall be 600 feet (183M).
2. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2, the distance requirement shall be 600 feet (183m).

Section 507.5.7. Marking of fire hydrant locations. Raised blue pavement markers shall be provided on public and private streets to indicate the locations of fire hydrants. These markers shall be placed just off center to the side the fire hydrant is located.

Section 903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in any building regardless of occupancy type in which the total fire areas within the exterior walls exceeds 12,000 square feet, and shall also be provided in_the locations described in Sections 903.2.1 through 903.2.12.

Exceptions: Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided that those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour fire barriers constructed in accordance with Section 707 of the International Building Code or not less than 2-hour horizontal assemblies constructed in accordance with Section 711 of the International Building Code, or both.

903.2.8.5 Group R-2. An automatic sprinkler system shall be required in all Group R-2 occupancies (apartment houses) that have three units or more per building.

5610 Possession, sale, use of fireworks restricted

5610.1 Prohibited. No person shall possess, cast, throw or fire any squib, rocket, cracker, torpedo, grenade, or other combustible fireworks of any kind in the city.

5610.2 Possession. No person shall possess or have in his possession with the intent to give away or sell or offer for sale or sell within the city any squib, rocket, cracker, torpedo, grenade, or other combustible fireworks of any kind in the city; provided , however, that, this paragraph of this section shall not apply to the sale of any such article or articles by wholesalers to each other, or to the sale of any such article or articles at wholesale to merchants conducting business outside the city or to the sale by wholesalers for public demonstrations as hereinafter provided.

5610.3 Public Demonstration. A public demonstration or display of fireworks of any kind may be conducted under proper police supervision after application is made and a permit is issued by the Fire Chief for such demonstration. Such permit shall not be granted unless such demonstration or display shall be of such a character, and so located, discharged or fired, as in the opinion of the Fire Chief shall not be hazardous to property or endanger any person. When a permit is issued by the Fire Chief, it shall not be valid for a period exceeding three (3) month, and each permit shall be valid for only one public display or demonstration.

5610.4 Review. Prior to the issuance of a permit by the Fire Chief, the Fire Chief may request the Fire Marshal of the department to inspect the premises and report to the Fire Chief whether or not, in the opinion of the Fire Marshal of the Fire Department, a display upon such premises would be dangerous to life or property, and such report shall not be binding upon the Fire Chief but shall be advisory only.

5610.5 Exempt. Nothing in this section shall be construed to apply to sale, storage, or used of railroad
track torpedoes or other signaling devices used by railroads, nor to the sale, storage or use of flashlight compositions by photographers or dealers in photographic supplies, nor to signal flares or rockets for military or police use.

3211.1 Scope. This chapter shall apply all new and existing used clothing stores

3211.2 Approval Required. A person must have a valid certificate of occupancy and an approved fire inspection from the Fire Department to operate a used clothing store.

3211.3 Display and Storage. A used clothing store shall use no more than (50) percent of its floor space for the storage of combustible materials. Used clothing and other combustible materials shall be displayed and stored on ground floors (no upper floors or basements). Used clothing and other combustible materials shall be displayed for sale, handling or distribution, to the public from tables at least (3) feet from the floor, on hangers, racks or shelves. At no time may the sale or display of used clothing or combustible materials be from piles on the floor. Storage of loose or baled used clothing and other combustible materials or high-pile combustible storage shall be conducted as required by Chapter 32 of this Code as applicable.

2311.4 Smoking. Smoking shall be prohibited in all areas except in specified, safe locations designated by the fire official. No-smoking signs shall be posted throughout all the building except in the designated safe locations.

2311.5 Open Flames. The used of open flame or flame producing devices within the occupancy shall be prohibited.

**Section 2.** That if any section, subsection sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional; such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Laredo hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**Section 3.** This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**Section 4.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**Section 5.** The publishers of the City Code of Laredo, Texas are authorized to amend said code to reflect the changes adopted herein and to correct typographical errors and to index, format, and number paragraphs to conform to the existing code.

**Section 6.** This Ordinance shall become effective immediately upon passage.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____DAY OF_____2024.**

_____
**DR. VICTOR D. TREVIÑO**
**MAYOR**

**ATTESTED:**

_____
**MARIO I. MALDONADO, JR.**
**CITY SECRETARY**

**APPROVED AS TO FORM:**

_____
**DOANH "ZONE" T. NGUYEN**
**CITY ATTORNEY**

## City Council

**Meeting Date:** 8/5/2024 **Final Readings 17.**

**SUBJECT**
An Ordinance of the City of Laredo, Texas, amending Chapter 25 of the Code of Ordinances in order to adopt the 2021 editions of the following International Code Council ("ICC") codes: (1) International Plumbing Code, (2) International Fuel Gas Code, and (3) International Private Sewage Disposal Code; repealing all ordinances and/or parts of ordinances in conflict therewith; providing for a savings clause; providing for a severability clause; and providing an effective date.

**PREVIOUS COUNCIL ACTION**
On the 22nd day of July 2024, by Ordinance 2024-O-151, the City Council adopted the 2021 editions of various International Code Council Codes.

**BACKGROUND**
The International Code Council (ICC) updates the building and related codes approximately every three (3) years. It publishes standards, which if adopted, provide additional guidance in the regulation of structure and development.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Staff recommends that the City Council approve this ordinance.

### Fiscal Impact

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**FINANCIAL IMPACT:**
N/A

**ORDINANCE 2024-O-151**

**AMENDING CHAPTER 25 OF THE CODE OF ORDINANCES IN ORDER TO ADOPT THE 2021 EDITIONS OF THE FOLLOWING INTERNATIONAL CODE COUNCIL ("ICC") CODES: (1) INTERNATIONAL PLUMBING CODE, (2) INTERNATIONAL FUEL GAS CODE, AND (3) INTERNATIONAL PRIVATE SEWAGE DISPOSAL CODE; REPEALING ALL ORDINANCES AND/OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** on 4th day of October 2021, by Ordinance No. 2021-O-202 the City Council adopted the 2018 edition the International Plumbing Code, the International Fuel Gas Code, and the International Private Sewage Disposal Code.

**WHEREAS,** newer editions of those codes are now recommended for adoption; and

**WHEREAS,** these codes are designed to secure the public health and safety through structural strength, stability, sanitation, adequate light and ventilation, and safety to life and property form fire and other hazard attributable to the built environment, including alternation, repair, removal, demolition, use, and occupancy of building structures, or premises by regulation the installation and maintenance of all buildings; and

**WHEREAS,** the adoption of the above-referenced newer editions of the said ICC codes, will facilitate comprehensive inspection activities by the Building Development Service Department of City of Laredo relating to construction and to maintenance of buildings within the City of Laredo.

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

**Section 1.** The City of Laredo Code of Ordinances, Chapter 25, Plumbing, Article I, 25-3, 25-6, and 25-7 are hereby amended as follows:

Sec. 25-3. Code—Adopted.
There is hereby adopted by and for the city the ~~2018~~ *2021* edition of the International Plumbing Code, as recommended by the International Code Council, Inc., which is published in loose-leaf form, one (1) copy of which is filed in the building development service office and designated as the International Plumbing [Code] as if set out herein in full.

Sec. 25-6. Code—Adopted.
There is hereby adopted by and for the city the ~~2018~~ *2021* edition of the International Fuel Gas Code, as recommended by the International Code Council, Inc., which is published in loose-leaf form, one (1) copy of which is filed in the office of the building development service and designated as the International Fuel Gas Code, including Appendices A, B, C, D, and all made a part of this chapter as if set out herein in full.

Sec. 25-7. Code—Adopted.
There is hereby adopted by and for the city the ~~2018~~ *2021* edition of the International Private Sewage Disposal Code, including Appendices A and B, as recommended by the International Code Council, Inc., which is published in loose-leaf form, one (1) copy of which is filed in the office of the city building development service and designated as the International Private Sewage Disposal Code, including Appendices A, B, and all made a part of this chapter as if set out herein in full.

**Section 2.** That if any section, subsection sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional; such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Laredo hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**Section 3.** This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**Section 4.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**Section 5.** The City Secretary of the City of Laredo is hereby directed to publish the proposed Ordinance as required by Section 2.09 of the Charter of the City of Laredo.

**Section 6.** The publishers of the City Code of Laredo, Texas are authorized to amend said code to reflect the changes adopted herein and to correct typographical errors and to index, format, and number paragraphs to conform to the existing code.

**Section 7.** This Ordinance shall become effective immediately upon passage.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____DAY OF_____2024.**

_____
**DR. VICTOR D. TREVIÑO**
**MAYOR**

**ATTESTED:**

_____
**MARIO I. MALDONADO, JR.**
**CITY SECRETARY**

**APPROVED AS TO FORM:**

_____
**DOANH "ZONE" T. NGUYEN**
**CITY ATTORNEY**

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Final Readings 18.**

**SUBJECT**
An Ordinance of the City of Laredo, Texas, amending Chapter 7, same-amendments, section 108.3 Building Permit Valuations, of the Code of Ordinances by deleting the table of valuation; adding the valuations published in the most current International Code Council (ICC) adopted for commercial construction only; providing that this ordinance shall be cumulative; providing for a savings clause; providing for a severability clause; and declaring an effective date.

**PREVIOUS COUNCIL ACTION**
On July 22, 2024 Council, adopted Ordinance 2024-O-152 where it set building valuations based on 2021 ICC data.

**BACKGROUND**
Council previously adopted Ordinance 2022-O-150 wherein it set valuations based on 2018 ICC data for commercial construction only. The 2021 ICC valuations have not been updated. Updating the valuation table to 2021 reflects current construction valuations. Building valuations shall be based on the laste adopted ICC Code.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Staff recommends that the City Council approve this ordinance.

**Fiscal Impact**

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**FINANCIAL IMPACT:**
N/A

**ORDINANCE 2024-O-152**

**AMENDING CHAPTER 7, SAME-AMENDMENTS, SECTION 108.3 BUILDING PERMIT VALUATIONS, OF THE CODE OF ORDINANCES BY DELETING THE TABLE OF VALUATION; ADDING THE VALUATIONS PUBLISHED IN THE MOST CURRENT INTERNATIONAL CODE COUNCIL (ICC) ADOPTED FOR COMMERCIAL CONSTRUCTION ONLY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Laredo adopted a specific valuation table for Building Permit Valuations; and

**WHEREAS,** the valuation tables have not been revised since 2022; and

**WHEREAS,** the need to be amend and updating the valuation table would be eliminated by adopting the ICC Published Valuation Data as published for the most recent ICC Code adopted for commercial construction only by the City.

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

**Section 1.** The City of Laredo Code of Ordinances Chapter 7, Building and Building Administration, is hereby amended as follows:

Sec. 7-2. Same-Amendments.

Section 108.3. Building permit valuations. *Building valuations shall be based on the latest building valuation data published by the International Code Council in the most recent ICC Code adopted for commercial construction only by the City of Laredo.*

**Section 2.** This Ordinance shall be cumulative of all provisions of this ordinances of the City of Laredo, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**Section 3.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not

affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since the same would have been enacted by the City Council, without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

**Section 4.** After passage by City Council, this Ordinance shall become effective upon publication.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS ____ DAY OF _____, 2024.**

**_____**
**DR. VICTOR D. TREVIÑO**
**MAYOR**

**ATTEST:**

**_____**
**MARIO I. MALDONADO, JR**
**CITY SECRETARY**

**APPROVED AS TO FORM:**

**_____**
**DOANH "ZONE" T. NGUYEN**
**CITY ATTORNEY**

# Building Valuation Data – FEBRUARY 2024

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. The BVD will be updated at six-month intervals, with the next update in August 2024. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

The BVD table provides the "average" construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2024 *International Building Code* (IBC) whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

This degree of precision is sufficient for the intended purpose, which is to help establish permit fees so as to fund code compliance activities. This BVD table provides jurisdictions with a simplified way to determine the estimated value of a building that does not rely on the permit applicant to determine the cost of construction. Therefore, the bidding process for a particular job and other associated factors do not affect the value of a building for determining the permit fee. Whether a specific project is bid at a cost above or below the computed value of construction does not affect the permit fee because the cost of related code enforcement activities is not directly affected by the bid process and results.

### Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again it should be noted that, when using this data, these are "average" costs based on typical construction methods for each occupancy group and type of construction. The average costs include foundation work, structural and nonstructural building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

### Permit Fee Multiplier

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.
3. 

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget x (\%)}}{\text{Total Annual Construction Value}}$$

### Example

The building department operates on a $300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is $30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300{,}000 \times 75\%}{\$30{,}000{,}000} = 0.0075$$

### Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

Permit Fee = Gross Area x Square Foot Construction Cost
X Permit Fee Multiplier

### Example

Type of Construction: IIB
Area: 1st story = 8,000 sq. ft.
2nd story = 8,000 sq. ft.
Height: 2 stories
Permit Fee Multiplier = 0.0075
Use Group: B

1. Gross area:
   Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:
   B/IIB = $257.82/sq. ft.
3. Permit Fee:
   Business = 16,000 sq. ft. x $257.82/sq. ft x 0.0075
   = $30,938

**Important Points**

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

**Square Foot Construction Costs** [a, b, c]

| Group (2024 International Building Code) | IA | IB | IIA | IIB | IIIA | IIIB | IV | VA | VB |
|---|---|---|---|---|---|---|---|---|---|
| A-1 Assembly, theaters, with stage | 330.56 | 318.80 | 309.39 | 297.20 | 277.71 | 269.67 | 287.04 | 258.79 | 248.89 |
| A-1 Assembly, theaters, without stage | 303.49 | 291.73 | 282.32 | 270.13 | 250.88 | 242.84 | 259.97 | 231.96 | 222.06 |
| A-2 Assembly, nightclubs | 272.51 | 264.43 | 256.91 | 248.19 | 232.76 | 226.12 | 239.28 | 211.57 | 204.72 |
| A-2 Assembly, restaurants, bars, banquet halls | 271.51 | 263.43 | 254.91 | 247.19 | 230.76 | 225.12 | 238.28 | 209.57 | 203.72 |
| A-3 Assembly, churches | 308.01 | 296.25 | 286.84 | 274.65 | 255.52 | 247.48 | 264.49 | 236.60 | 226.71 |
| A-3 Assembly, general, community halls, libraries, museums | 258.66 | 246.90 | 236.50 | 225.30 | 205.06 | 198.01 | 215.15 | 186.13 | 177.24 |
| A-4 Assembly, arenas | 302.49 | 290.73 | 280.32 | 269.13 | 248.88 | 241.84 | 258.97 | 229.96 | 221.06 |
| B Business | 289.51 | 279.23 | 269.21 | 257.82 | 235.42 | 227.07 | 247.91 | 210.39 | 200.78 |
| E Educational | 276.33 | 266.73 | 258.30 | 247.60 | 231.08 | 219.28 | 239.09 | 202.46 | 195.97 |
| F-1 Factory and industrial, moderate hazard | 160.20 | 152.78 | 143.34 | 138.64 | 123.55 | 117.41 | 132.48 | 102.44 | 95.93 |
| F-2 Factory and industrial, low hazard | 159.20 | 151.78 | 143.34 | 137.64 | 123.55 | 116.41 | 131.48 | 102.44 | 94.93 |
| H-1 High Hazard, explosives | 149.46 | 142.04 | 133.60 | 127.90 | 114.12 | 106.97 | 121.74 | 93.00 | N.P. |
| H234 High Hazard | 149.46 | 142.04 | 133.60 | 127.90 | 114.12 | 106.97 | 121.74 | 93.00 | 85.50 |
| H-5 HPM | 289.51 | 279.23 | 269.21 | 257.82 | 235.42 | 227.07 | 247.91 | 210.39 | 200.78 |
| I-1 Institutional, supervised environment | 262.22 | 252.95 | 244.31 | 235.67 | 215.42 | 209.47 | 235.71 | 193.82 | 187.73 |
| I-2 Institutional, hospitals | 455.16 | 444.88 | 434.86 | 423.47 | 399.17 | N.P. | 413.57 | 374.14 | N.P. |
| I-2 Institutional, nursing homes | 315.97 | 303.75 | 293.73 | 282.34 | 261.43 | N.P. | 272.44 | 236.40 | N.P. |
| I-3 Institutional, restrained | 338.01 | 327.73 | 317.71 | 306.32 | 285.40 | 276.05 | 296.41 | 260.38 | 248.77 |
| I-4 Institutional, day care facilities | 262.22 | 252.95 | 244.31 | 235.67 | 215.42 | 209.47 | 235.71 | 193.82 | 187.73 |
| M Mercantile | 203.29 | 195.21 | 186.69 | 178.98 | 163.28 | 157.64 | 170.06 | 142.09 | 136.24 |
| R-1 Residential, hotels | 264.67 | 255.41 | 246.77 | 238.13 | 218.35 | 212.40 | 238.17 | 196.75 | 190.67 |
| R-2 Residential, multiple family | 221.32 | 212.06 | 203.42 | 194.78 | 175.96 | 170.01 | 194.82 | 154.36 | 148.28 |
| R-3 Residential, one- and two-family [d] | 209.61 | 203.74 | 198.94 | 195.12 | 188.41 | 181.45 | 191.77 | 175.86 | 165.67 |
| R-4 Residential, care/assisted living facilities | 262.22 | 252.95 | 244.31 | 235.67 | 215.42 | 209.47 | 235.71 | 193.82 | 187.73 |
| S-1 Storage, moderate hazard | 148.46 | 141.04 | 131.60 | 126.90 | 112.12 | 105.97 | 120.74 | 91.00 | 84.50 |
| S-2 Storage, low hazard | 147.46 | 140.04 | 131.60 | 125.90 | 112.12 | 104.97 | 119.74 | 91.00 | 83.50 |
| U Utility, miscellaneous | 114.09 | 107.37 | 99.89 | 95.60 | 85.13 | 79.54 | 90.99 | 67.39 | 64.19 |

a. Private Garages use Utility, miscellaneous
b. For shell only buildings deduct 20 percent
c. N.P. = not permitted
d. Unfinished basements (Group R-3) = $31.50 per sq. ft.

## City Council

**Meeting Date:** 8/5/2024 **Final Readings 19.**

**SUBJECT**
An Ordinance of the City of Laredo, Texas, authorizing the City Manager to execute a First Amendment to the Ground Lease between TowerCo Special, LLC, Delaware limited liability company (“Licensor”), and the City of Laredo (“Licensee”), for space on the tower located at 1313 West Calton Road for the installation and operation of the 800 MHz Public Safety System antennas and related ground equipment. Term of the Amendment is one initial term of five years commencing January 23, 2026 and ending January 22, 2031, with five additional five year renewal options. The annual fee will remain at the then current rate with a CPI annual escalator. Funding is available in the Information Technology Fund.

**PREVIOUS COUNCIL ACTION**
City Council previously approved Licensing Agreement dated January 23, 2006.

**BACKGROUND**
Time Warner Cable d/b/a Texas Cable Partners, a Corporation (“Original Licensor”) and Licensee are parties to that certain Tower Space Licensing Agreement, dated January 23, 2006 (the “Agreement”) with regard to a wireless communication tower located at 1313 West Calton Road, Laredo, TX 78041 (the “Site”). TowerCo (“Licensor”) subsequently acquired the Site from Original Licensor.

This Agreement amends and restates the ground lease for an initial term of five (5) years commencing January 23, 2026 and ending January 22, 2031, with five (5) additional five (5) year renewal options at the then current rate with a CPI escalator. The current rate is $3,305.69 per month.

The leased premises are for the installation and operation of the cabinets, repeaters and antennas mounted at the 340 ft level on the tower, rack space on the ground shelter and ground space for a backup generator. This equipment is for the 800 MHz Public Safety Radio System.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Staff recommends approval.

### Fiscal Impact

Fiscal Year: 2024- 2031

| | |
|---|---|
| Budgeted Y/N?: | Y |
| Source of Funds: | Department Budget |
| Account #: | 595-5515-513-3710 |
| Change Order: Exceeds 25% Y/N: | N/A |

**FINANCIAL IMPACT:**
The city will pay an approximate monthly rental of $3404.00 per month effective the date of the amendment with an annual CPI escalator. Funding is available in the Information Technology Fund.

## COUNCIL COMMUNICATION

| DATE: | SUBJECT: Introductory Ordinance No 2024-O- |
|---|---|
| 08/05/22 | Authorizing the City Manager to execute a First Amendment to the Ground Lease between TowerCo Special, LLC, Delaware limited liability company ("Licensor"), and the City of Laredo ("Licensee"), for space on the tower located at 1313 West Calton Road for the installation and operation of the 800 MHz Public Safety System antennas and related ground equipment. Term of the Amendment is one (1) initial term of five (5) years commencing January 23, 2026 and ending January 22, 2031, with five (5) additional five (5) year renewal options. The annual fee will remain at the then current rate with a CPI annual escalator. |

| INITIATED BY: | STAFF SOURCE: |
|---|---|
| Steve E. Landin, Assistant City Manager | Joe Rivera, I.S.T. Director |

**BACKGROUND:**

Time Warner Cable d/b/a Texas Cable Partners, a Corporation ("Original Licensor") and Licensee are parties to that certain Tower Space Licensing Agreement, dated January 23, 2006 (the "Agreement") with regard to a wireless communication tower located at 1313 West Calton Road, Laredo, TX 78041 (the "Site"). TowerCo ("Licensor") subsequently acquired the Site from Original Licensor.

This Agreement amends and restates the ground lease for an initial term of five (5) years commencing January 23, 2026 and ending January 22, 2031, with five (5) additional five (5) year renewal options at the then current rate with a CPI escalator. The current rate is $3,305.69 per month.

The leased premises are for the installation and operation of the cabinets, repeaters and antennas mounted at the 340 ft level on the tower, rack space on the ground shelter and ground space for a backup generator. This equipment is for the 800 MHz Public Safety Radio System.

**FINANCIAL IMPACT:**

The city will pay an approximate monthly rent of $3404.00 per month effective the date of the amendment with an annual CPI escalator.

TowerCo Special Towers Site Reference: TX-45 1313 W Calton Rd

**First Amendment**
**to Tower Space Licensing Agreement**

**This First Amendment to Tower Space Licensing Agreement** (this "First Amendment") is made as of _____, 2024, by TowerCo Special, LLC**,** a Delaware limited liability company with a mailing address of 57 E. Washington Street, Chagrin Falls, Ohio 44022 ("Licensor"), and City of Laredo, Texas ("Licensee ").

**WITNESSETH**

WHEREAS, Time Warner Cable d/b/a Texas Cable Partners ("Original Licensor") and Licensee are parties to that certain Tower Space Licensing Agreement, dated as of January 23, 2006 (including any prior amendments) (the "Agreement"), with regard to a wireless communications tower located at 1313 West Calton Road, Laredo, TX 78041 (the "Site"); and

WHEREAS, Licensor subsequently acquired the Site from Original Licensor; and

WHEREAS, Licensor and Licensee desire to amend the Agreement as provided in this First Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the undersigned parties, intending to be bound, hereby agree as follows:

1. The current Term of the Agreement ends on January 22, 2026. Beginning on January 23, 2026, this Agreement may be renewed at Licensee's option for five (5) additional renewal terms of five (5) years each. Each renewal term will be deemed automatically exercised without any action by either party unless Licensee gives written notice of its decision not to exercise any option(s) to Licensor at least Ninety (90) days before expiration of the then current term. The rent shall continue to escalate as provided in the Agreement.

2. Except as expressly modified by this First Amendment, the Agreement remains unchanged and in full force and effect. To the extent of any conflict between this First Amendment and the Agreement, this First Amendment shall be controlling.

**IN WITNESS WHEREOF,** the undersigned have executed this First Amendment as of the date first above written.

Signed, sealed and delivered in the presence of:

_____
Print Name: _____

_____
Print Name: _____

LICENSOR: TowerCo Special, LLC

By: _____
Print Name: Ryan D. Lepene
Title: Co-President

Signed, sealed and delivered in the presence of:

_____
Print Name: _____

_____
Print Name: _____

LICENSEE: City of Laredo, TX

By: _____
Print Name: _____
Title: _____

# TOWER SPACE LICENSING AGREEMENT

**Name of Site: KGI Tower #00577, Laredo, TX**

**THIS TOWER SPACE LICENSING AGREEMENT** (the "Agreement") is made this 23rd day of _January, 2006, by and between Time Warner Cable d/b/a Texas Cable Partners, a Corporation, ("Licensor") and City of Laredo, Texas, a Texas municipality, ("Licensee").

In consideration of the terms, conditions and covenants contained in this Agreement, the parties agree as follows:

## 1. GRANT OF LICENSE

(A) Licensor has ownership or possessory interest in that certain tower located at Latitude: 27.32.37N, Longitude: 99.30.29W, on real property situated at 1313 West Calton Rd., Laredo, Texas 78041 (the "Tower"), said Tower and real property being more fully described in **Exhibit A** attached to and incorporated herein by this reference. The Tower, real property and all Licensor's other facilities, buildings, equipment and apparatus thereon are collectively referred to as "Licensor's Property".

(B) Licensor hereby grants to Licensee the non-exclusive license (the "License") to install, maintain, operate and repair the equipment described with specificity in Exhibit B attached to and incorporated herein by this reference (the "Equipment") on Licensor's Property at the location on the Tower and in any adjoining building as described on Exhibit A (the "Premises"), upon the terms and conditions set forth in this Agreement for the License Fee as set forth on Exhibit C attached hereto and by this reference incorporated herein (the "License Fee"). Licensee's transmitting frequency is see **EXHIBIT A1** its receiving frequency is see **EXHIBIT A!.** Licensee shall not change its transmitting or receiving frequency without the prior written consent of Licensor. Licensee shall not directly or indirectly provide or transmit video programming or entertainment services by means of any Site, or any Equipment located thereon.

(C) Licensor is the owner or has the right to license the Premises and is entitled to possession of the Premises.

(D) This License Agreement supersedes and replaces that Tower Usage Agreement executed 11/20/2002 between Licensor and the Laredo Police Department. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all previous oral or written agreements, correspondence, conversations or understandings of whatever nature between the parties with respect to the subject matter, including the Tower Space License executed by the parties for this Site on 11/20/2002 This Agreement may not be altered or amended except by an agreement in writing signed by both parties to the document proposed to be

altered or amended.

(E) Subject to the rights elsewhere granted to Licensee herein, Licensor shall have the right to use for itself or to license to others, other space available on the Tower and any other portion of Licensor's Property for any purpose, including, but not limited to, any kind of narrow band, broadband, or broadcasting communication equipment and system.

(F) Subject to the restrictions contained herein, Licensee shall have the right to peaceably hold and enjoy the Premises.

(G) Intentionally Omitted.

**2. ACCESS**

(A) To the extent Licensor may lawfully grant such access, Licensor hereby grants to Licensee a non-exclusive right of ingress to and egress from the Tower and any access road to the Tower for the purposes of installing, maintaining, operating and repairing the Equipment. Notwithstanding, Licensor gives no guarantee to Licensee regarding Licensee's ability to enter or exit the Premises when weather conditions, road conditions, and any other element outside Licensor's control might affect Licensee's ability to enter the Premises. Upon the execution of this Agreement, Licensor shall deliver to Licensee all necessary keys and combinations to facilitate Licensee's ingress to and egress from the Premises. Licensee shall be entitled to have access to the Premises during normal business hours (Monday - Friday, 9 a.m. - 5 p.m.) for ordinary maintenance and repairs upon prior notice to Licensor. Licensee shall be entitled to have access to the Premises twenty-four hours a day, seven days a week to attend to any emergency on the Premises. Licensee shall notify Licensor within four (4) hours of any emergency occurring on the Premises. The rights of Licensee under this Section shall be limited to authorized employees, contractors or subcontractors of Licensee, Federal Communications Commission ("FCC") inspectors or persons under their direct supervision. Before Licensee allows any contractor or subcontractor access to the Premises, Licensee shall provide notice to Licensor as well as proof of appropriate types and amounts of insurance. Notwithstanding the foregoing, Licensor accepts no responsibility for any acts or omissions committed by Licensee's employees, contractors, or subcontractors.

(B) Notwithstanding the above, if Licensee has Equipment in a building located on Licensor's Property, then Licensee's access to the building will be subject to and limited by any reasonable security procedures instituted by Licensor for the protection of its building and its equipment; however, Licensee shall never be unreasonably denied access to any building housing its Equipment.

(C) Notwithstanding the above, neither Licensee nor any employee, contractor, subcontractor or agent of Licensee shall allow any person to enter upon or climb on the Tower without ensuring that such person is using appropriate preventive fall protection. In furtherance of and not in limitation of the foregoing, any employee, contractor, subcontractor or agent of Licensee ascending or descending the Tower shall be positively

attached to the Tower by means of an OSHA-approved device, which device may include, without limitation, (i) a fixed cable, (ii) a retractable device or (iii) a harness with two lanyards attached, and such employee, contractor or agent shall be trained in the proper use of such device. Licensor makes no representation or warranty to Licensee as to the fitness of any such device for any particular use or purpose.

(D) Licensor retains the right to inspect the property and Equipment of Licensee upon giving reasonable notice to Licensee during the term of this License and to enter the Premises for the purposes of inspection. In the event that Licensor, in its sole discretion, determines in good faith that Licensee has not maintained Licensee's property and Equipment in good order and repair according to industry standards or applicable building code requirements, Licensor shall so notify Licensee in writing, specifying the maintenance and repairs required to be performed by Licensee. In the event that within ten (10) days following such written notice, Licensee shall not have performed such maintenance and repairs, Licensor may, at its sole option, make such repairs as it deems reasonably necessary and any amount reasonably expended by Licensor therefor shall be reimbursed to Licensor by Licensee and shall be deemed an additional fee hereunder. Licensor shall not be liable for inconvenience, disturbance, loss of business or other damage to Licensee by reason of repairing the property and Equipment of Licensee which Licensee has failed to properly maintain.

(E) In an emergency, as determined by Licensor in its sole reasonable discretion, Licensor shall have the right to modify the Equipment for the purpose of eliminating or reducing, or attempting to eliminate or reduce the emergency. Upon execution of this Agreement, and at any time during the term of this Agreement as requested by Licensor, Licensee shall deliver to Licensor all keys, combinations, and/or cards necessary to allow Licensor access to the Equipment. Licensor and Licensee agree that interference issues are governed by Paragraphs 6 and 7 of this Agreement and are not subject to the provisions of this Paragraph 2(E).

## 3. LICENSE TERM

(A) The term of this Agreement shall be for a period of ten (10) years commencing on the earlier of (i) the day which is sixty (60) days after Licensee obtains all necessary governmental approvals to install the Equipment on the Tower (ii) the date that Licensee begins construction or installation at the Premises or (iii) the date that is six (6) months after this Agreement is executed by the parties (the "Contingency Period") (the "Commencement Date") and terminating on the tenth (10th) anniversary of the Commencement Date (the "Initial Term"). Notwithstanding anything to the contrary contained herein, Licensee may terminate this Agreement during the Contingency Period without any further liability hereunder if (a) Licensee after diligent effort has not been able to obtain the necessary governmental approvals required hereunder or (b) if requested by Licensee within thirty (30) days of the date hereof, Licensee has not been provided with reasonably satisfactory proof of Licensor's title or right to possession of the Premises or (c) the results are negative from structural or stress analysis or other test conducted by Licensor or its engineer required to ensure the structural integrity of the Tower based upon Licensee's

proposed use and operation of the Equipment on the Tower or (d) Licensee, at its sole expense, elects to conduct environmental due diligence on Licensor's Property, and the results of said due diligence reveals Licensor's Property has an environmental condition(s) that render it, in Licensee's reasonable judgment, unsatisfactory for Licensee's intended operations. Licensee shall provide Licensor with a copy of the results of any environmental due diligence conducted pursuant to subsection 3(A)(d).

(B) Following the Initial Term, this Agreement shall automatically be renewed for up to two (2) separate and successive periods of five (5) years each (each a "Renewal Term"); provided that, either party may elect not to renew this Agreement by giving the other party not less than ninety (90) days advance written notice of such election prior to the end of the Initial Term or any Renewal Term.

(C) Notwithstanding the foregoing or any other provision of this Agreement, from and after the twelfth (12) anniversary of the Commencement Date, Licensor shall have the right to terminate this Agreement at any time for its sole convenience, upon one hundred eighty (180) days' prior written notice to Licensee without any liability therefor; except that, any previously paid, but unearned License Fee shall be refunded to Licensee.

(D) Notwithstanding the foregoing or any other provision of this Agreement, Licensee shall have the right to terminate this License at anytime after the expiration of the Initial Term, for its sole convenience upon thirty (30) days written notice to Licensor; provided that, Licensee shall pay to Licensor, in lieu of any other contractual or consequential damages hereunder, a termination fee in an amount equal to the lesser of (i) twice the annual License Fee in affect on the date the notice is provided to Licensor and (ii) the aggregate License Fees due under the remaining term of this Agreement.

(E) Intentionally Omitted..

**4. LICENSE FEE**

(A) Prior to, or on the day on which this Agreement is executed, Licensee shall pay to Licensor or Licensor's designee, a non-refundable fee in the amount of Twenty-five hundred Dollars ($2,500.00) ("Reservation Fee") as compensation for Licensor reserving the Premises and holding it out of the market during the Contingency Period. In addition, Licensee shall pay a "Construction Oversight Fee" at the rate of seventy dollars ($70) per hour as compensation for Licensor (i) evaluating and reviewing Licensee's plans and specifications for use of the Premises; (ii) engineering documentation; (iii) inspecting Licensee's installation or modification of Licensee's Equipment; and (iv) following up with Licensee on the installation or modification of Licensee's Equipment to ensure compliance with pre-approved plans and specifications. If Licensor, in its sole discretion, or its engineer deem it necessary to upgrade the Tower to accommodate Licensee's Equipment, including but not limited to, adding additional guyings, anchors, or lacing, all cost incurred to do so (including stress analysis cost) shall be borne by Licensee and shall be in addition to the Construction Oversight Fee. All equipment necessary to strengthen the Tower will be considered permanent installation and shall become the property of Licensor.

(B) Beginning on the Commencement Date, Licensee shall pay to Licensor, or to Licensor's authorized nominee, if any, ("Licensor's Nominee") as named in, and at the address set forth in **Exhibit C**, the annual License Fee set forth on **Exhibit C** subject to adjustments as set forth in this Agreement. The initial payment of the License Fee shall be made on the Commencement Date.

(C) During the term of this Agreement, the License Fee shall be due and payable in advance on each anniversary of the Commencement Date. If the annual License Fee is not paid when due, then the amount due and unpaid shall bear interest at the rate of ten percent (10%) per annum from the date due until paid in full. Nothing in this subsection shall affect Licensor's right to terminate this Agreement pursuant to Section 18 if the License Fee is not paid when due.

(D) During the term of this Agreement, the License Fee shall be increased by three percent (3%) on each anniversary of the Commencement Date; provided however, twelve (12) month's prior to the commencement of the second and each subsequent Renewal Term, Licensor and Licensee shall each have the right to request a review and renegotiation of the License Fee to be paid during the applicable Renewal Term. If the parties cannot agree on an appropriate License Fee for the applicable Renewal Term at least six (6) month's prior to the commencement of the Renewal Term, this Agreement shall terminate at the end of the then current term without action by either party.

## 5. EQUIPMENT

(A) The Equipment shall be installed by Licensee or its pre-approved contractor on the Tower in the exact location, and in accordance with the exact specifications, set forth in **Exhibit B**.along with **Exhibit B1 and B2** Licensee agrees that the Equipment, and the installation, operation and maintenance thereof, will not damage the Tower or any facility on the Licensor's Property (including without limitation any tower or building) or interfere with the maintenance of any facility or lighting system. Licensee shall maintain the Equipment in a satisfactory condition as to safety and appearance. Except as otherwise provided in this Agreement, the Equipment is and shall remain the sole property of Licensee and may be removed from the Premises by Licensee, at Licensee's sole expense, at any time during the term of this Agreement. Licensee agrees to install isolators, cavities and filters on the Equipment and to maintain and operate the Equipment in accordance with the highest engineering standards prevailing in the communications/broadcast industry. Prior to the installation of the Equipment, Licensee shall provide to Licensor a copy of its FCC license, and any other required license, authorizing it to operate each piece of the Equipment.

(B) Licensee shall clearly and conspicuously mark each piece of the Equipment with Licensee's name and frequency number(s).

(C) Licensee shall not install any equipment other than that set forth on **Exhibit B and B1and B2** on the Tower without Licensor's prior written consent. Licensee shall not install the Equipment in any location or manner other than as specifically described in **Exhibit B and B1 and B2** without Licensor's prior written consent. Notwithstanding the

provisions of Section 18 hereof or any other provision of this Agreement, Licensor shall have the right to terminate this Agreement upon any violation by Licensee of this subsection which is not cured by Licensee within ten (10) days of receipt of notice of violation.

(D) Licensee agrees that Licensor may mount casters on the Equipment for any reasonable purpose including without limitation cleaning of the Premises and maintenance work.

(E) Upon the termination of this Agreement for any reason, Licensee shall immediately (and in no event later than thirty (30) days after termination) remove from the Premises the Equipment and any other property placed on Licensor's Property by Licensee or any of Licensee's Agents (as that term is defined in Section 14 (A)). Such removal shall be performed in such a manner as to not interfere with the continuing use of the Tower by Licensor and others. Licensee shall, at Licensee's sole expense, repair any damage to the Tower, or any facilities or equipment on Licensor's Property, caused by such removal. Upon any failure of Licensee to remove the Equipment and any other possessions of Licensee pursuant to this Section, Licensor shall have the option, but not the obligation, to remove the Equipment from the Premises and store the Equipment, all at Licensee's expense. Any damage to the Equipment occasioned by such removal and storage are expressly waived by Licensee. Any Equipment so removed will be returned to Licensee upon payment in full of all removal and storage costs and any past due License Fees, plus an administrative charge equal to ten percent (10%) of the total of said removal, storage, and past due License Fee costs. Notwithstanding the foregoing, any Equipment not retrieved by Licensee within one hundred eighty (180) days after termination or expiration of this Agreement shall be deemed abandoned by Licensee, and shall become the property of Licensor without further action by either party. Such abandonment shall not relieve Licensee of liability for the costs of removal and storage of the Equipment.

## 6. FREQUENCY INTERFERENCE - LICENSEE'S OBLIGATIONS

(A) Licensee represents and warrants that the Equipment will not cause interference to the equipment or operations of Licensor or any other lessee or other prior user of Licensor's Property or Tower as of the Commencement Date. Licensee agrees that it will not modify the Equipment or change the frequency or frequencies within which the Equipment is operated without the prior written approval of Licensor. Licensee shall be responsible for all costs associated with any tests deemed necessary to resolve any and all interference which Licensor determines or reasonably believes is being caused by Licensee's Equipment or operations on the Tower. Further, Licensee shall indemnify Licensor and hold Licensor harmless from all expenses, costs, damages, loss, claims or other expenses and liabilities arising from any such interference.

(B) If Licensee becomes aware that the Equipment is causing interference with the equipment or operations of Licensor or any other prior user of Licensor's Property or Tower as of the Commencement Date, Licensee immediately shall notify Licensor in writing of the problem and take all steps necessary to correct or eliminate such interference. If such interference is not immediately corrected, within two (2) days, Licensor, in its sole discretion, may require that Licensee cease operation of the Equipment until such

interference is corrected or eliminated. If the interference is not corrected by Licensee within ten (10) days, Licensor may immediately terminate this Agreement, notwithstanding the provisions of Section 18.

## 7. FREQUENCY INTERFERENCE - LICENSOR'S OBLIGATIONS

(A) Licensor agrees that subsequent to the Commencement Date of this Agreement it will not knowingly license or permit another person or entity to use the Tower if Licensee's then-in-use signal or frequency, or the physical location of the Equipment, would cause interference with such new licensee so as to cause such new licensee to be in breach of the terms of Section 6 (A) above.

(B) In the event Licensee has reason to believe that Licensor or a subsequent licensee is causing interference with Licensee's frequency or signal or with the Equipment, Licensee immediately shall notify Licensor in writing of such belief. Licensee shall in no way interfere with, tamper with or modify any equipment on the Tower belonging to Licensor or any other licensee or user of the Tower. Notwithstanding the provisions of Section 18 or any other provision of this Agreement, Licensor shall have the immediate right to terminate this Agreement upon any violation by Licensee of this subsection. Upon notice of interference, Licensor agrees to take reasonable steps to eliminate, in a timely manner and without cost to Licensee, any interference with the Equipment caused by Licensor's or any licensee's subsequent installation of equipment or machinery on the Tower, which steps may include, without limitation, enforcing provisions in any license or other agreement between Licensor and the person or entity causing such interference. If Licensor is unable to eliminate such interference with the Equipment within thirty (30) days after receiving notice of the interference, Licensee shall have the immediate right to terminate the Agreement, and shall have no further recourse against Licensor; except that Licensee shall be entitled to the return of any paid but unearned License Fees.

## 8. ALTERATIONS

Licensee shall obtain the prior written consent of Licensor before making any addition to or alteration of the Premises. Licensor shall respond in writing to Licensee's submission of plans to alter the Premises within ten (10) business days of receipt of the plans. If Licensor does not respond within the designated time frame, then Licensor shall be deemed to have rejected the plans. Licensor may respond by making suggestions to alter Licensee's plans. If Licensor responds in such a manner, then Licensee shall have ten (10) business days in which to accept or reject in writing Licensor's alternative plans. If Licensee does not respond within the designated time frame, then the alternative plan shall be deemed rejected and Licensee will be required to resubmit new plans to Licensor for approval. Any approved addition or alteration shall be made in a good and workmanlike manner at the sole expense of Licensee, free and clear of any mechanics' or other liens or encumbrances. In no event shall Licensor be liable for any labor, materials or supplies furnished to Licensee in connection with such addition or alteration. In the event any mechanics' or other lien is filed arising out of labor, materials or supplies furnished to or at the request of Licensee, Licensee shall immediately notify Licensor of such lien, and shall cause such lien to be discharged, by payment, bonding or otherwise, within thirty (30) days after the date of such filing. In the

event Licensor determines, in its sole discretion, that the installation of the additional Equipment on or about the Tower necessitates additional structural support for the Tower, or any portion thereof, Licensee shall reimburse Licensor, upon demand, for any expenses incurred by Licensor in constructing such additional support. Licensee understands and agrees that any additional structural support necessitated by Licensee's additions or alterations to the Tower made by Licensee shall become the sole property of Licensor. Upon termination of this Agreement, Licensee may be required by Licensor, at Licensor's sole discretion, to remove any alteration or addition and to restore the Premises to the same or as good condition as existed on the Commencement Date, reasonable wear and tear and damage caused by acts out of Licensee's control excepted.

## 9. PERSONAL PROPERTY TAX

Licensee shall be liable for and shall pay when due all taxes levied against the Equipment or any other personal property owned by it and located on or about the Premises, and shall not suffer or permit such taxes to become delinquent. Upon demand, Licensee shall furnish to Licensor reasonable evidence of Licensee's compliance with this Section. To the extent that any Equipment or personal property shall be assessed together with real or personal property of Licensor, Licensee shall reimburse Licensor for any taxes paid by Licensor attributable to such assessment upon demand by Licensor, which demand shall be accompanied by reasonable documentation of such assessment.

## 10. MAINTENANCE OF PREMISES

Licensee shall neither maintain nor permit any nuisances on the Premises, nor permit the Premises to be used for any purpose or use in violation of any of the laws, ordinances, rules or regulations of any public authority.

## 11. COMPLIANCE WITH LAWS

Licensee shall comply with all federal, state and local laws, rules and regulations applicable to the Equipment and Licensee's operations, including without limitation all applicable rules and regulations of the FCC, Federal Aviation Authority ("FAA"), and any other applicable electrical or other governmental laws, codes, rules or regulations, including complying in all respects with ANSI Standards as set forth in the OET Bulletin 65, "Evaluating Compliance with FCC Guidelines for Human Exposure to Radio Frequency Electromagnetic Fields" (August, 1997) and Supplement A (Edition 97-01) thereto. Licensor shall be responsible for all ongoing and necessary tower lighting and marking requirements of the FAA and FCC that are not related to the Equipment or Licensee's operations. Licensee shall have sole responsibility for ensuring that its use of the Premises complies in all respects with the Americans with Disabilities Act. Licensee represents that prior to installation and operation of Licensee's Equipment pursuant to this Agreement, Licensee has obtained all required permits and/or licenses pertaining to the installation, operation, maintenance and repair of the Equipment on the Premises, including but not limited to any required FCC licenses. Licensor shall have no responsibility for the licensing, installation, operation or maintenance of the Equipment. Licensee shall provide

Licensor with copies of all applications for construction permits and licenses filed with governmental authorities, and any and all amendments or renewals thereof, at the time of filing. Licensee shall not make any filings (or amendments to filings) with the FAA relating to the Tower without Licensor's prior written approval, which approval shall not be unreasonably withheld.

## 12. UTILITIES

Licensee shall be responsible for its own utility services, including but not limited to, telephone and electrical power service. In order to facilitate Licensee's payment for its electrical power and telephone services, Licensee shall, at its sole expense, install a separate telephone line and electric submeter at the Premises and Licensee shall be responsible for the payment of all bills which are generated as a result of its utility use. Further, Licensee agrees to be responsible for any damage to the Premises sustained during installation of Licensee's utilities.

## 13. TERMINATION IN THE EVENT OF CASUALTY OR CONDEMNATION

(A) Licensor shall not be responsible for any damage, loss, inconvenience or loss of use of the Premises, due to fire, weather conditions, theft, vandalism, or casualty loss of any kind, or any act or omission beyond its control, including any acts or omissions of any other licensee or Master Lessor, and Licensor shall not be required to rebuild or return to licensable condition the Premises or the Tower.

(B In the event of any damage to, destruction of or condemnation of all or any part of Licensor's Property which renders the Premises unusable or inoperable, either party shall have the right, but not the obligation, to terminate this Agreement and all of its duties and obligations hereunder by giving written notice to the other party within thirty (30) days after such damage, destruction or condemnation.

(C) If neither party terminates this Agreement pursuant to subsection (B): (i) Licensor may make any necessary repairs to Licensor's Property caused by such damage or destruction and shall be entitled to use any and all insurance proceeds to pay for such repairs and (ii) until such repairs are completed, the License Fee shall be reduced or abated in proportion to the actual reduction or abatement of use by Licensee of the Premises. Licensee acknowledges that it has no property interest in the Premises and that Licensor alone shall be entitled to any condemnation proceeds paid as a result of any condemnation of the Premises.

## 14. INDEMNIFICATION/LIMITATION OF LIABILITY

(A) Licensee understands and agrees that Licensor, its parents, subsidiaries, affiliates, members and partners, representatives and agents, and each of their shareholders, directors, officers, employees ("Licensor's Agents") make no representation or warranty of any kind with respect to the accuracy of any information or data relating to the Tower, the condition of the Premises or any facilities (including without limitation towers and buildings) located on Licensor's Property and that Licensee accepts the License granted pursuant to this Agreement solely on a **WHERE IS, AS IS** basis without warranty of any

kind or nature. It is the express intention of the parties that Licensor shall assume no additional risk, liability, obligation or exposure of any kind as a result of entering into this Agreement. In furtherance of and not in limitation of the foregoing, Licensee agrees to indemnify, defend and hold harmless Licensor, Licensor's Agents, from and against any and all liabilities, damages, losses, costs, expenses, suits, obligations, claims, demands or causes of action of any nature whatsoever (collectively, "Claims"), including without limitation attorneys' fees at trial and on appeal, arising out of or in connection with (i) the Equipment, (ii) Licensee's operations, (iii) the use, maintenance, repair or replacement of materials or facilities on Licensor's Property by Licensee, or its partners, members, directors, officers, employees, independent contractors, subcontractors, agents and representatives ("Licensee's Agents"), (iv) the use of or entrance upon Licensor's Property by Licensee or Licensee's Agents, (v) any work performed or required to be performed by Licensee or Licensee's Agents in connection with Licensee's use of the Premises, (vi) the negligence, acts or omissions of Licensee or any of Licensee's Agents, (vii) the accuracy of any information relating to the Tower not contained herein which may have been communicated to Licensee prior to or contemporaneous with the execution of this License by Licensor or Licensor's Agents or (viii) the breach by Licensee of any provision of this Agreement, including without limitation any representation or warranty contained in this Agreement. Likewise, Licensor agrees to indemnify, defend and hold Licensee harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from any breach by Licensor of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensee or Licensee's Agents. The provisions of this Section shall survive the termination of this Agreement.

(B) In furtherance of and not in limitation of subsection (A) above, Licensee acknowledges that Licensor, Licensor's Agents, shall have no liability to Licensee, any of Licensee's Agents or any other person or entity claiming under or through Licensee or any of Licensee's Agents for any injury, inconvenience, loss, cost, expense, liability or damage: (i) caused by the failure, interruption or malfunctioning of any equipment, facilities, utility or installation supplied by Licensor, Licensor's Agents, unless caused by an intentional act or omission of Licensor or (ii) resulting from any alteration, improvement or repair made to Licensor's Property or Licensor's equipment located on Licensor's Property; provided that, in the case of an alteration, improvement or repair, Licensor or Licensor's Agents have exercised reasonable care to avoid or minimize any such injury, inconvenience, loss or damage. In no event shall Licensor, Licensor's Agents, be liable to Licensee, any of Licensee's Agents, or any person or entity claiming under or through Licensee or any of Licensee's Agents for any consequential, incidental or indirect damages.

## 15. INSURANCE

(A) During the term of this Agreement, Licensee, at Licensee's sole cost and expense, shall obtain and keep in force, with an insurance company rated not less than A- by A.M. Best the following policies of insurance:

| Insurance Coverage | Limits of Liability |
|---|---|

| | | |
|---|---|---|
| (i) | **Comprehensive General Liability**<br>(Including Products/Completed Operations, Personal Injury, XCU and Contractual Liability) | $2,000,000 per occurrence, combined single limit |
| (ii) | **Business Auto Liability** | $1,000,000 per accident, combined single limit |
| | or | |
| | **Personal Auto Liability** (if applicable) | $300,000 per accident BI/PD |
| (iii) | **Workers' Compensation** (in State of Tower location) | Statutory coverage and limit |
| | **Employers' Liability Insurance** | $2,000,000 per accident |
| (iv) | **All Risk Property Coverage** | 100% Replacement Cost of Licensee's equipment |

(v) TWC, Licensor, Master Lessor and their employees and agents are included as *additional insured* by ISO Endorsement CG2010;

(vi) irrespective of any insurance coverage carried by TWC, Licensor, Master Lessor and their employees and agents, Licensee's insurance policies shall provide primary, non-contributory protection for TWC, Licensor, Master Lessor and their employees and agents, for claims or losses resulting from Licensee's negligence;

(vii) Licensee's insurers waive any rights of subrogation it may have against TWC, Licensor, Master Lessor and their employees and agents; and,

(viii) policies shall provide coverage on an "occurrence" basis--"claims-made" policies are not acceptable.

(B) Upon execution of this Agreement, Licensee must deliver to Licensor a performance bond in the amount equal to the greater of the annual License Fee or $50,000, to secure payment for any damage done to the property or equipment of Licensor, by Licensee or its contractors.

(C) Within five (5) business days after the execution of this Agreement and prior to the installation of any Equipment on the Premises, and as often thereafter as reasonably requested by Licensor, Licensee shall deliver to Licensor a standard ACCORD Certificate(s) of Insurance and ISO Endorsement CG2010, as proof of the maintenance of all insurance required by this Section. The Certificate(s) shall indicate that such insurance shall

not be canceled or modified, except upon delivery of thirty (30) days' prior written notice to Licensor. The Certificate(s) shall indicate coverage for the entire term of this Agreement, or Licensee shall provide (and shall continue to provide) subsequent Certificates of Insurance so as to confirm to Licensor continuous insurance coverage that satisfies the requirements of this Section throughout the term of the Agreement.

(D) Licensee shall reimburse Licensor upon demand for any increase in premiums for Licensor's property insurance covering the Tower, to the extent such increase is attributable to this Agreement.

(E) Licensor agrees to maintain during the term of this Agreement, policies of insurance (including through self-insurance) with respect to Licensor's Property, in such amounts and with respect to such risks as are customary according to cable industry and/or tower ownership standards. Licensor shall provide current certificates of such insurance coverage upon request by Licensee.

## 16. WAIVER OF SUBROGATION

Licensee hereby releases Licensor, and their parents, subsidiaries, affiliates, partners, members, shareholders, directors, officers, employees, representatives and agents from any claims for personal injury or property damage caused by or resulting from any risk insured against under any insurance policy carried by Licensee and in force at the time of any such personal injury or property damage. Licensee shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Licensor in connection with any personal injury or property damage covered by such policy.

## 17. HAZARDOUS SUBSTANCES

Licensee agrees that it will not use, generate, store or dispose of any hazardous material on, under, about or within Licensor's Property without the prior written consent of Licensor. Licensor agrees that it will not use, generate, store or dispose of any hazardous material on, under, about or within Licensor's Property in violation of applicable law. If, subsequent to the date of execution of a Site License, hazardous material is released on, under, about or within Licensor's Property that TWC determines, in its sole reasonable judgment, requires remediation under applicable federal, state or local law or regulation, then subject to the provisions of Section 13, TWC or the appropriate Licensor shall take such action as it deems appropriate to remediate the condition in accordance with such law or regulation. If the presence of such hazardous material is the result of the acts or omissions of Licensee or any other member of the Licensee Group, then Licensee shall indemnify, defend and hold harmless the Licensor Group from and against any and all Claims that may arise therefrom or in connection therewith as further provided in Section 14(A). As used in this section, "hazardous material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Tower is located to cause cancer and/or reproductive toxicity and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

## 18. DEFAULT

(A) The following shall be deemed to be events of default under this Agreement:

1. Failure of Licensee to pay the License Fee when due or comply with any other monetary term of the Agreement, which failure is not cured within ten (10) days after written notice thereof to Licensee;

2. Failure of either party to comply with any non-monetary term, warranty, condition, representation, provision or covenant contained in the Agreement, which failure is not cured within thirty (30) days after written notice thereof from the other party or, if such default cannot reasonably be cured within such thirty (30) day period, the defaulting party has not commenced to cure such default within the thirty (30) day period with reasonable diligence and in good faith and does not cure such default within forty-five (45) days after the date of such notice;

3. The non-renewal or cancellation of any permit and/or license required for Licensee's operation on the Premises; and

4. Any filing of a petition under any bankruptcy act by or against either party (which petition shall not have been dismissed within thirty (30) calendar days thereafter), execution by either party of an assignment for the benefit of creditors, appointment of a receiver for the assets of either party, or action by either party to take advantage of any applicable insolvency or any other like statute.

(B) Upon any such default in addition to any other remedies available at law, the non-defaulting party shall have the option to immediately terminate this Agreement. In lieu of terminating the Agreement, Licensor (if Licensee is the defaulting party) may re-enter the Premises and dispossess Licensee, and may (but shall not be obligated to) re-license the Premises on Licensee's behalf upon such terms and conditions as Licensor deems appropriate in its sole discretion. No such re-entry or re-licensing by Licensor shall be construed as an election by Licensor to terminate this Agreement unless Licensor notifies Licensee of such termination.

**19. LIENS**

(A) Licensee shall keep Licensor's Property free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of Licensee.

(B) If any lien is filed against Licensor's Property as a result of the acts or omissions of Licensee, or Licensee's employees, agents, contractors or subcontractors, Licensee must discharge the lien or bond the lien off in a manner reasonably satisfactory to Licensor within thirty (30) days after Licensee receives written notice from any party that the lien has been filed.

(C) If Licensee fails to discharge or bond any lien within such period, then, in addition to any other right or remedy of Licensor, Licensor may, at Licensor's election, discharge the lien by either paying the amount claimed to be due or obtaining the discharge

by deposit with a court or a title company or by bonding, or by such other methods reasonably acceptable to Licensor and any of Licensor's mortgagees provided that such methods are specified in writing by Licensor to Licensee.

(D) Licensee must pay on demand any amount paid by Licensor for the discharge or satisfaction of any lien, and all reasonable attorneys' fees and other legal expenses of Licensor incurred in defending any such action or in obtaining the discharge of such lien, together with all necessary disbursements in connection therewith.

## 20. ASSIGNMENT

(A) Licensee shall not, voluntarily or by operation of law, assign, transfer, mortgage, hypothecate, sublet, or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement or in the Premises, without the prior written consent of Licensor, provided however, Licensee may assign or otherwise transfer such interest to its parent company or any subsidiary or affiliate upon thirty (30) days written notice to Licensor. "Subsidiary" shall mean an entity wholly-owned by Licensee and an "Affiliate" shall mean an entity that is more than fifty (50) percent owned or controlled by Licensee. "Control" shall mean the power to direct or cause the direction of management of an entity. Notwithstanding any assignment of this Agreement, Licensee shall remain fully liable hereunder and shall not be released from performing any of the terms, covenants or conditions of this Agreement. Any assignment, transfer, mortgage, hypothecation, encumbering or subletting in violation of this provision shall be void and shall constitute a breach of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Licensee may assign mortgage, pledge, hypothecate or otherwise transfer its interest in this Agreement, upon prior written notice to Licensor, to any financing entity to whom Licensee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

(B) Licensor may assign, transfer or sell this Agreement on thirty (30) days prior notice to any party, in whole or in part, at any time and from time to time at its sole discretion and without any prior consent of Licensee or otherwise. Upon any transfer of Licensor's interest in this Agreement and the assumption by transferee of all of Licensor's obligations under this Agreement, Licensor shall be released from any further obligations hereunder.

(C) Subject to the foregoing, this Agreement shall be binding upon, and shall inure to the benefit of the parties hereto, their successors and assigns.

## 21. NON-DISTURBANCE

Licensor shall, at the request of Licensee, use diligent efforts to obtain within ninety (90) days from the date of this Agreement, a non-disturbance agreement, in form reasonably acceptable to Licensee, from each mortgagee of any interest in the Premises, other than for a mortgage of Licensee's interest in the Premises.

## 22. MEMORANDUM OF LICENSE

Licensor agrees that, at the request of Licensee, Licensor shall execute a memorandum of license, in a form reasonably acceptable to Licensee, for the purpose of recording Licensee's interest herein.

## 23. NOTICES

Any notices pursuant to this Agreement shall be validly given or served only if in writing and sent by courier, facsimile, or overnight delivery service, to the following addresses:

(A) If to Licensee:
City of Laredo
110 Houston St.
Laredo, Texas 78040

Attention: Larry Dovalina

(B) If to Licensor:
Time Warner Cable
Attn: Mike McDonald
300 Parker Square
Suite #210
Flower Mound, Texas 75028

(D) With a copy to:
Time Warner Cable
d/b/a Texas Cable Partners
Attn: General Manager
1313 W. Calton Rd.
Laredo, Texas 78041

and with a copy to such other persons and addresses as either party may designate to the other in writing. Delivery of any notice shall be deemed to be effective on the date set forth on the receipt of delivery or facsimile transmission.

## 24. WAIVER

The waiver by either party of a breach or violation of, or failure of either party to enforce, any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation or relinquishment of any rights hereunder.

## 25. INTEGRATION

This writing represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all previous oral or written agreements, correspondence, conversations or understandings of whatever nature between the

parties with respect to the subject matter. This Agreement may not be altered or amended except by an agreement in writing signed by both parties.

## 26. GOVERNING LAW

This Agreement has been made in and its validity, performance and effect shall be determined in accordance with the internal laws of the state in which the Tower is located.

## 27. PARTIAL INVALIDITY

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect to the greatest extent permitted by law and shall in no other way be affected, impaired or invalidated.

## 28. ATTORNEY FEES

In the event that either party brings a law suit to compel the performance of the other party hereunder, the prevailing party in such suit shall be entitled to reimbursement for all reasonable attorney's fees and cost.

## 29. CAPTIONS; EXHIBITS

The captions or headings of sections of this Agreement are provided for convenience only, and shall not be of any force or effect in construing any provision of this Agreement. All exhibits referred to in this Agreement shall be incorporated in and constitute a part of this Agreement.

## 30. RELATIONSHIP OF THE PARTIES

Licensor and Licensee shall not be deemed to be joint venturers or partners of one another, and neither party shall have any power to bind or obligate the other whatsoever.

## 31. COUNTERPARTS

This Agreement may be executed and delivered in counterparts, all of which taken together shall constitute a single instrument.

## 32. SURVIVAL

Licensor and Licensee hereby agree that termination or expiration of this Agreement, including any amendments to this Agreement, will not impair either party's then accrued rights, obligations or remedies or any rights, obligations or remedies of either party that expressly or by their nature are intended to survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have caused their duly authorized officers to execute this Agreement as of the date first written above.

| LICENSOR | LICENSEE |
|---|---|
| By: **Time Warner Cable** | By: **City of Laredo, TX** |
| **d/b/a Texas Cable Partners** Michael D. McDonald | Larry Dovalina |
| Name: MICHAEL D. McDONALD (Print or type) | Name: Larry Dovalina (Print or type) |
| Title: VP of ENGINEERING | Title: City Manager |
| Date: 1/23/06 | Date: 1/12/06 |
| | **Attested** |
| | **By:** Gustavo Guevara, Jr. |
| | **Gustavo Guevara, Jr.** |
| | **City Secretary** |

## EXHIBIT A

### DESCRIPTION OF TOWER AND REAL PROPERTY

Description of Tower and Real Property on which Tower is located
The City of Laredo formerly Laredo Police department currently utilizes the following

Being 1.8185 acres of land out of Abstract 317, Section 1026, J.L. Fuentes Survey, Laredo, Webb County, Texas as more particularly described in the deed filed of record in Vol. 837, Page 7, Deed Records of Webb County, Texas.

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## EXIBIT A1

Addendum to KGI Wireless Lease Application: Part 6

Motorola's equipment includes (10) Motorola STR3000 repeaters housed in (2) cabinets with (5) repeaters per cabinet. The (10) frequency pairs are as follows:

| | |
|---|---|
| Channel 1 – Tx: 856.125 | Rx: 811.125 |
| Channel 2 – Tx: 856.225 | Rx: 811.225 |
| Channel 3 – Tx: 857.125 | Rx: 812.125 |
| Channel 4 – Tx: 857.225 | Rx: 812.225 |
| Channel 5 – Tx: 858.125 | Rx: 813.125 |
| Channel 6 – Tx: 858.225 | Rx: 813.225 |
| Channel 7 – Tx: 859.125 | Rx: 814.125 |
| Channel 8 – Tx: 859.225 | Rx: 814.225 |
| Channel 9 – Tx: 860.125 | Rx: 815.125 |
| Channel 10 – Tx: 860.225 | Rx: 815.225 |

The proposed equipment includes (2) cabinets with (5) repeaters each. Each of the cabinets combines a set of (5) repeaters into a separate transmit antenna, for a total of (2) transmit antennas. The receivers of all (10) repeaters are multicoupled into a single (1) receive antenna.

## EXHIBIT B

## THE EQUIPMENT

LIST OF LICENSEE'S EQUIPMENT (include model and serial numbers):

**Existing Equipment:** (formerly Laredo Police Department)

In shelter:
The current system is a Data System.
The data system has 1 rack of equipment that contains 1 QUANTAR, 1 duplexer, 1 Circulator, and 1 modem.
There is a hardwired 800W UPS that backs up the entire rack.

On Tower:

(1) Celwave Bogner BMR12-H 12 dBd Gain Antenna mounted at 340ft.

**New Equipment to be Added to tower**

(3) RFS BMR 12 Penetrator Antennas mounted at 370' ft.

**EXACT SPECIFICATIONS OF HOW EQUIPMENT WILL BE INSTALLED AND WHERE EQUIPMENT WILL BE LOCATED ON THE PREMISES** (including, without limitation, the exact location of Equipment on any tower and any building and the frequencies in which Licensee shall operate)
The equipment to be installed in the shelter also includes the following:

(2) 6 Channel Transmitter Combiners
(4) Triple Circulators
(2) Receive Multicouplers
(5) Motorola ASTRO-TAC Comparators
(2) Motorola MTC 9600 Controllers
(1) Zhone Tensr 800 Channel Bank
(2) TRAK 9100 GPS Frequency Standard Units
(2) Motorola S6000 Ethernet Routers
(2) Hewlett Packard 2626B Ethernet Switches
(1) Motorola MOSCAD SDM Alarming Unit
(5) LaMarche A86 Switchmode Rectifiers
(1) LaMarche A31 DC-AC Inverter
(1) LaMarch CDPD Combination Distribution Panel

All of the above equipment is contained in a total of (4) racks and (2) cabinets. The racks measure 24" x 24" x 90" and the cabinets measure 24" x 24" x 84". The attached Rack Diagram shows these racks and cabinets. It also shows an "Existing Data Rack," which is the City of Laredo Data System currently housed in the shelter. It will be moved next to the proposed racks. Motorola has also included a place holder for future expansion of the system, which consists of (

1) cabinet of the listed dimensions.

(1) Powerware 9170 5kW UPS

The floor space to be used by the equipment to be installed, the future expansion rack, and the UPS is approximately 33 $ft^2$.

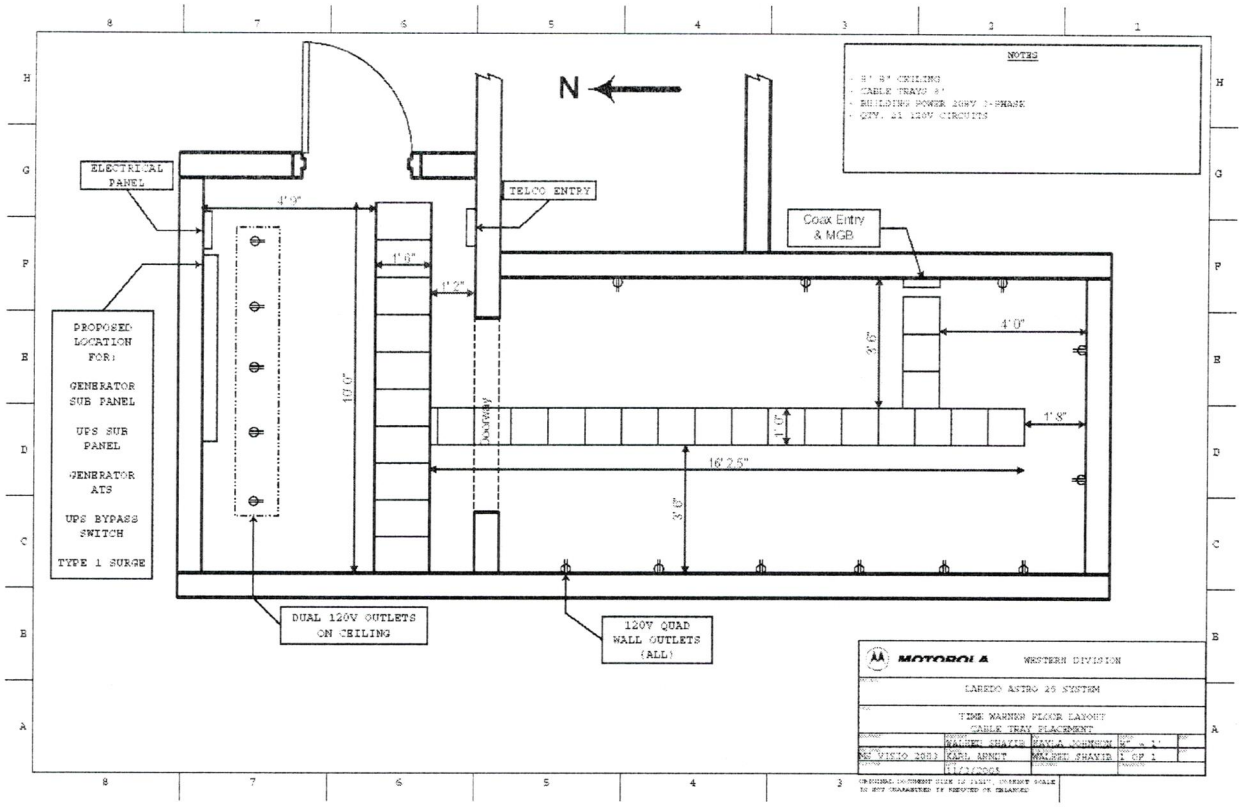
Motorola will install a new generator on the grounds, a Generac 35kW unit with LP fuel tank. The dimensions of the concrete pad needed for the generator is included in Part 5 of the application. The concrete pad for the LP fuel tank will be 4'x8'.

Motorola will also need to install (2) new Air Conditioning units in the shelter in order to meet the cooling needs of the new equipment.

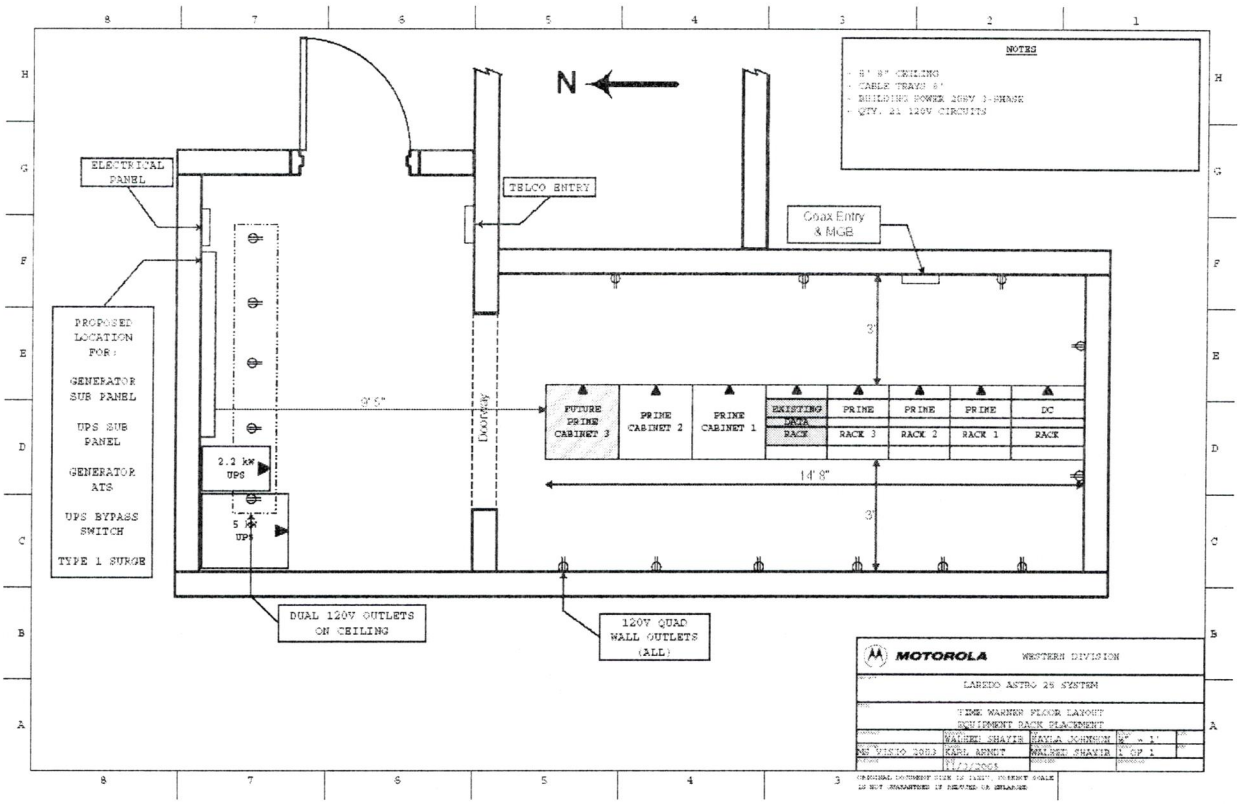
Motorola will utilize the shelter's power service, which will be fed to an Automatic Transfer Switch and then to the building's main breaker panel, which will be upgraded. The generator will also be fed to this Automatic Transfer Switch. All equipment, lighting, outlets, etc. will be fed from this breaker panel.

Motorola will also need to move the existing cable trays in the shelter. The only equipment currently in the shelter belongs to the City of Laredo, so this will not disturb any other customers. Floor and cable tray layouts of the proposed additions to the shelter are included.

# EXHIBIT B1 (Shelter Footprint)




# EXHIBIT B2


NOTES
- 8' 8" CEILING
- CABLE TRAYS 6"
- BUILDING POWER 208V 3-PHASE
- QTY. 21 120V CIRCUITS
N
ELECTRICAL PANEL
TELCO ENTRY
Coax Entry & MGE
PROPOSED LOCATION FOR:
GENERATOR SUB PANEL
UPS SUB PANEL
GENERATOR ATS
UPS BYPASS SWITCH
TYPE 1 SURGE
2.2 kW UPS
5 kW UPS
DUAL 120V OUTLETS ON CEILING
120V QUAD WALL OUTLETS (ALL)
Doorway
3'
9'6"
14'8"
FUTURE PRIME CABINET 3
PRIME CABINET 2
PRIME CABINET 1
EXISTING DATA RACK
PRIME RACK 3
PRIME RACK 2
PRIME RACK 1
PRIME DC RACK
MOTOROLA
WESTERN DIVISION
LAREDO ASTRO 25 SYSTEM
TIME WARNER FLOOR LAYOUT
EQUIPMENT RACK PLACEMENT
WALEED SHAVIR
KAYLA JOHNSON
3/22/2006
KARL ARNUT
WALEED SHAVIR
1 OF 1

## EXHIBIT C

## LICENSE FEE

**LICENSE FEE DURING INITIAL TERM**: $24,000/year for the 1st year.

Escalation factor of 3%/year.

**LICENSE FEE DURING ANY RENEWAL TERMS**:
As per Section 4. LICENSE FEE.

**NAME AND ADDRESS OF TWC PAYMENT SITE:**

The License Fee shall be payable to the following address shown below:

Time Warner Cable
d/b/a Texas Cable Partners
1313 W. Calton Rd.
Laredo, Texas, 78041

**ORDINANCE 2024-O-**

**AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE GROUND LEASE BETWEEN TOWERCO SPECIAL, LLC, DELAWARE LIMITED LIABILITY COMPANY ("LICENSOR"), AND THE CITY OF LAREDO ("LICENSEE"), FOR SPACE ON THE TOWER LOCATED AT 1313 WEST CALTON ROAD FOR THE INSTALLATION AND OPERATION OF THE 800 MHZ PUBLIC SAFETY SYSTEM ANTENNAS AND RELATED GROUND EQUIPMENT. TERM OF THE AMENDMENT IS ONE (1) INITIAL TERM OF FIVE (5) YEARS COMMENCING JANUARY 23, 2026 AND ENDING JANUARY 22, 2031, WITH FIVE (5) ADDITIONAL FIVE (5) YEAR RENEWAL OPTIONS. THE ANNUAL FEE WILL REMAIN AT THE THEN CURRENT RATE WITH A CPI ANNUAL ESCALATOR.**

WHEREAS, staff recommends that the City Council approve the proposed First Amendment to the Ground Lease between TowerCo Special, LLC, Delaware limited liability company ("Licensor"), and the City of Laredo ("Licensee"), for space on the tower located at 1313 West Calton Road for the installation and operation of the 800 MHz Public Safety System antennas and related ground equipment. Term of the Amendment is one (1) initial term of five (5) years commencing January 23, 2026 and ending January 22, 2031, with five (5) additional five (5) year renewal options. The annual fee will remain at the then current rate with a CPI annual escalator.

WHEREAS, the City of Laredo entered into an agreement dated January 23, 2006, with Licensor, wherein Licensor leased to Licensee on a non-exclusive basis, space on the tower located at 1313 West Calton Road, Laredo, Webb County, Texas and related ground equipment;

WHEREAS, said agreement will expire January 23, 2026; therefore, this Agreement will replace current agreement upon expiration.

WHEREAS, the Information Services and Telecommunications Department finds that said agreement is in the best interest of the City of Laredo; and

WHEREAS, the City Council of the City of Laredo is of the same opinion.

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

Section 1. Authorizing the City Manager to execute a First Amendment to the Ground Lease between TowerCo Special, LLC, Delaware limited liability company ("Licensor"), and the City of Laredo ("Licensee"), for space on the tower located at 1313 West Calton Road for the installation and operation of the 800 MHz Public Safety System antennas and related ground equipment. Term of the Amendment is one (1) initial term of five (5) years commencing January 23, 2026 and ending January 22, 2031, with five (5) additional five (5) year renewal options. The annual fee will remain at the then current rate with a CPI annual escalator.

Section 2. This Ordinance shall become effective upon passage hereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE ____ DAY OF AUGUST 2024.

_____
Dr. Victor D. Trevino
MAYOR

ATTEST:

_____
Mario Maldonado, Jr.
CITY SECRETARY

APPROVED AS TO FORM:

Doanh "Zone" T. Nguyen
CITY ATTORNEY

_____
BY: Rodolfo Morales, III
ASSISTANT CITY ATTORNEY

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Final Readings 20.**

**File ID: 24-1362** **Date: 7/22/2024**

**SUBJECT**
An Ordinance of the City of Laredo, Texas, authorizing the City Manager to accept and appropriate revenues and expenditures in the Public Health Fund in the amount of $300,000.00 for the Health Resources & Services Administration 340B drug pricing reimbursement program, with no match, for the City of Laredo Public Health Department for the term period from October 1, 2023 through September 30, 2024, and amend the City of Laredo Public Health Department FY2023-2024 Full Time Equivalent (FTE) Position Listing by creating one Compliance Manager, 210 position, one Program Coordinator, 207 position, one Medical Office Assistant II, 205 position, and one Health Educator II, 204 position. Funding is available in the STD - 340B - Public Health Department Fund.

**PREVIOUS COUNCIL ACTION**
None.

**BACKGROUND**
The Health Resources & Services Administration (HRSA) 340B Program enables covered entities to stretch scarce federal resources as far as possible, reaching more eligible patients and providing more comprehensive services. Eligible health care organizations/covered entities are defined in statute and include HRSA-supported health centers and look-alikes, Ryan White clinics and State AIDS Drug Assistance programs. To participate in the 340B Program, eligible organizations and covered entities must register and be enrolled with the 340B program and comply with all 340B Program requirements. Once enrolled, covered entities are assigned a 340B identification number that vendors verify before allowing an organization to purchase 340B discounted drugs, expanding pharmaceutical access to underserved, uninsured, and low-income populations.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Staff recommends that Council introduces the Ordinance.

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2024 |
| Budgeted Y/N?: | Y |
| Source of Funds: | STD 340-B Program |
| Account #: | 226-6515 |

Change Order: Exceeds 25% Y/N: N/A

**FINANCIAL IMPACT:**
The revenue account is 226-0000-373-2080 and the expenditure division is 226-6515 with Project Numbers HEMR01.

**ORDINANCE 2024-O-154**

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ACCEPT AND APPROPRIATE REVENUES AND EXPENDITURES IN THE PUBLIC HEALTH FUND IN THE AMOUNT OF $300,000.00 FOR THE HEALTH RESOURCES & SERVICES ADMINISTRATION 340B DRUG PRICING REIMBURSEMENT PROGRAM, WITH NO MATCH, FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT FOR THE TERM PERIOD OCTOBER 01, 2023 THROUGH SEPTEMBER 30, 2024, AND AMEND THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT FY2023-2024 FULL TIME EQUIVALENT POSITION LISTING BY CREATING ONE (1) COMPLIANCE MANAGER, 210 POSITION, ONE (1) PROGRAM COORDINATOR, 207 POSITION, ONE (1) HEALTH EDUCATOR II, 204 POSITION, AND ONE (1) MEDICAL OFFICE ASSISTANT II, 205 POSITION. FUNDING IS AVAILABLE IN THE STD- 340B – PUBLIC HEALTH DEPARTMENT FUND.**

**WHEREAS,** The Health Resources & Services Administration (HRSA) 340B Program enables covered entities to stretch scarce federal resources as far as possible, reaching more eligible patients and providing more comprehensive services. Eligible health care organizations/covered entities are defined in statute and include HRSA-supported health centers and look-alikes, Ryan White clinics and State AIDS Drug Assistance programs. To participate in the 340B Program, eligible organizations and covered entities must register and be enrolled with the 340B program and comply with all 340B Program requirements. Once enrolled, covered entities are assigned a 340B identification number that vendors verify before allowing an organization to purchase 340B discounted drugs, expanding pharmaceutical access to underserved, uninsured, and low-income populations.

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

**Section 1:** The City Manager is hereby authorized to accept and appropriate revenues and expenditures in the Public Health Fund in the amount of $300,000.00 for the Health Resources & Services Administration 340B drug pricing reimbursement program, with no match, for the City of Laredo Public Health Department for the term period from October 01, 2023 through September 30, 2024, and amend the City of Laredo Public Health Department FY2023-2024 Full Time Equivalent (FTE) Position Listing by creating one (1) Compliance Manager, 210 position, one (1) Program Coordinator, 207 position, one (1) Medical Office Assistant II, 205 position, and one (1) Health Educator II, 204 position. Funding is available in the STD-340B – Public Health Department fund.

**Section 2:** Funding is available in revenue account 226-0000-373-2080 and the expenditure division is 226-6515 with project number HEMR01.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2024.**

_____
**DR. VICTOR D. TREVINO**
**MAYOR**

**ATTEST:**

_____
**MARIO I. MALDONADO JR.**
**CITY SECRETARY**

**APPROVED AS TO FORM**
**DOANH T. NGUYEN, CITY ATTORNEY**

_____
**AMBER R. HOLMES**
**ASSISTANT CITY ATTORNEY**

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Final Readings 21.**

**SUBJECT**
An Ordinance of the City of Laredo, Texas, authorizing the City Manager to amend the FY24 Auto Theft Task Force Fund budget by increasing revenues and expenditures in the amount of $2,741,001.00 as awarded by the Motor Vehicle Crime Prevention Authority (MVCPA) for the FY24 SB224 Catalytic Converter Grant for the period of March 18, 2024 through March 17, 2024. MVCPA waived the local match for FY 2024. (Upon approval of grant acceptance, Resolution 2024-R-212).

**PREVIOUS COUNCIL ACTION**
City Council approved the grant application submission with Resolution #2024-R-105 on March 18, 2024.

**BACKGROUND**
The Motor Vehicle Crime Prevention Authority (MVCPA) has authorized the issuance of Fiscal Year 2024 (FY24) Request for Applications (RFA). Senate Bill 224 (SB 224) provided that "The money deposited to the credit of the general revenue fund for coordinated regulatory and law enforcement activities intended to detect and prevent catalytic converter theft in the state may be appropriated to the Authority for the activities required by this section." To implement SB 224, the MVCPA is providing grants to local law enforcement taskforces and agencies to combat Catalytic Converter Theft.

**COMMITTEE RECOMMENDATION**
None.

**STAFF RECOMMENDATION**
Recommends the approval of this Public Hearing/Introductory Ordinance.

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2024 |
| Budgeted Y/N?: | N |
| Source of Funds: | Grant |
| Account #: | 222-2348 Project ATCC24 |
| Change Order: Exceeds 25% Y/N: | N/A |

**FINANCIAL IMPACT:**

| Line Item | FY23-24 Original Budget | Amendment | FY23-24 Amended Budget |
|---|---|---|---|
| Revenues: | | | |
| 222-0000-323-7007 | $2,741,204 | $2,741,001 | $5,482,205 |
| Expenditures: | | | |

| | | | |
|---|---|---|---|
| 222-2348-524-9919 | - | $2,741,001 | $2,741,001 |

## COUNCIL COMMUNICATION

| DATE: | SUBJECT: Final Reading |
|---|---|
| 8/05/2024 | **AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO AMEND THE FY24 AUTO THEFT TASK FORCE FUND BUDGET BY INCREASING REVENUES AND EXPENDITURES IN THE AMOUNT OF $2,741,001.00 AS AWARDED BY THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY (MVCPA) FOR THE FY24 SB224 CATALYTIC CONVERTER GRANT FOR THE PERIOD OF MARCH 18, 2024 THROUGH MARCH 17, 2025. MVCPA WAIVED THE LOCAL MATCH FOR FY 2024. (UPON APPROVAL OF GRANT ACCEPTANCE, RESOLUTION (2024-R-2012).** |

| INITIATED BY: | STAFF SOURCE: |
|---|---|
| Joseph W. Neeb<br>City Manager | Miguel A. Rodriguez, Jr.<br>Chief of Police |

**PREVIOUS COUNCIL ACTION:**
City Council approved the grant application submission with Resolution #2024-R-105 on March 18, 2024.

**BACKGROUND:**

The Motor Vehicle Crime Prevention Authority (MVCPA) has authorized the issuance of the Fiscal Year 2024 (FY24) Request Applications (RFA). Senate Bill 224 (SB 224) provides that "The money deposited to the credit of the general revenue fund for coordinated regulatory and law enforcement activities intended to detect and prevent catalytic converter theft in this state may be appropriated to the Authority for the activities required by this section." To implement SB 224, the MVCPA is providing grants to local law enforcement taskforces and agencies to combat Catalytic Converter Theft.

**FINANCIAL IMPACT:**
Funding will be appropriated in the Auto Theft Task Force Fund.

| COMMITTEE RECOMMENDATION: | STAFF RECOMMENDATION: |
|---|---|
| | Recommends the approval of this Ordinance. |

**ORDINANCE No. 2024-O-155**

**AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO AMEND THE FY24 AUTO THEFT TASK FORCE FUND BUDGET BY INCREASING REVENUES AND EXPENDITURES IN THE AMOUNT OF $2,741,001.00 AS AWARDED BY THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY (MVCPA) FOR THE FY24 SB224 CATALYTIC CONVERTER GRANT FOR THE PERIOD OF MARCH 18, 2024 THROUGH MARCH 17, 2025. MVCPA WAIVED THE LOCAL MATCH FOR FY 2024.**

**Whereas**, the City of Laredo finds it in the best interest of the citizens of Laredo that the FY 2024 SB 224 Catalytic Converter Grant Program be accepted and operated for the 2024 fiscal year; and

**Whereas**, the City of Laredo designated the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate this grant on behalf of the City of Laredo; and

**Whereas**, the City of Laredo has agreed that in the event of loss or misuse of the grant funds, the City of Laredo assures that the funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

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

Section 1: An Ordinance of the City of Laredo, Texas, authorizing the City Manager to amend the FY24 Auto Theft Task Force Fund budget by increasing revenues and expenditures in the amount of $2,741,001.00 as awarded by the Motor Vehicle Crime Prevention Authority (MVCPA) for the FY24 SB224 Catalytic Converter Grant for the period of March 18, 2024 through March 17, 2025. MVCPA waived the local match for FY 2024.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONDADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Final Readings 22.**

**SUBJECT**
An Ordinance of the City of Laredo, Texas, authorizing the City Manager to amend the FY2024 Police General Fund budget by increasing revenues and expenditures in the amount of $12,590.00 to appropriate the revenues generated from the FY24 Police Week 5K Run and donated to the Explorer Program Post 468.

**PREVIOUS COUNCIL ACTION**
City Council approved the donation agreement with Resolution #2024-R-201 on June 24, 2024.

**BACKGROUND**
The revenues for this donation were generated through registration fees from the 5K run during the police week and deposited into the City of Laredo general fund-special events/registration fees account. The Explorer Program Post 468 will use the donation for the purchase of essential equipment and uniforms needed to engage in community events and participate in area/state competitions.

The Explorer Program Post 468 is a not-for profit organization with a mission and purpose of preparing and developing youth in the Laredo community interested in a law enforcement career to high ethical, moral, and professional standards. The program offers young adults a personal awareness of the criminal justice system through training practical experiences, competitions and other activities. Additionally, the program promotes personal growth through career development, respect for the rule of law, physical fitness, good citizenship, and patriotism.

**COMMITTEE RECOMMENDATION**
None.

**STAFF RECOMMENDATION**
Recommends the approval of this Public Hearing/Introductory Ordinance.

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2024 |
| Budgeted Y/N?: | N |
| Source of Funds: | General Fund -PD |
| Account #: | 101-2310-524-7301 |
| Change Order: Exceeds 25% Y/N: | N/A |

**FINANCIAL IMPACT:**

| Line Item | FY23-24 Original Budget | Amendment | FY23-24 Amended Budget |
|---|---|---|---|
| Revenues: | | | |
| 101-0000-357-2520 | - | $12,590 | $12,590 |
| Expenditures: | | | |
| 101-2310-524-7301 | - | $12,590 | $12,590 |

## COUNCIL COMMUNICATION

| DATE: | SUBJECT: Final Reading |
|---|---|
| 8/05/2024 | **AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO AMEND THE FY24 POLICE GENERAL FUND BUDGET BY INCREASING REVENUES AND EXPENDITURES IN THE AMOUNT OF $12,590.00 TO APPROPRIATE THE REVENUES GENERATED FROM THE FY24 POLICE WEEK 5K RUN AND DONATED TO THE EXPLORER PROGRAM POST 468.** |

| INITIATED BY: | STAFF SOURCE: |
|---|---|
| Joseph W. Neeb<br>City Manager | Miguel A. Rodriguez, Jr.<br>Chief of Police |

**PREVIOUS COUNCIL ACTION:**
City Council approved the donation agreement with Resolution #2024-R-201 on June 24, 2024.

**BACKGROUND:**

The revenues for this donation were generated through registration fees from the 5K run during police week and deposited into the City of Laredo general fund-special events/registration fees account. The Explorer Program Post 468 will use the donation for the purchase of essential equipment and uniforms needed to engage in community events and participate in area/state competitions.

The Explorer Program Post 468 is a not-for profit organization with a mission and purpose of preparing and developing youth in the Laredo community interested in a law enforcement career to high ethical, moral, and professional standards. The program offers young adults a personal awareness of the criminal justice system through training practical experiences, competitions and other activities. Additionally, the program promotes personal growth through career development, respect for the rule of law, physical fitness, good citizenship, and patriotism.

**FINANCIAL IMPACT:**
Funding is available in the Police General Fund.

| COMMITTEE RECOMMENDATION: | STAFF RECOMMENDATION: |
|---|---|
| | Recommends the approval of this Ordinance. |

**ORDINANCE No. 2024-O-156**

**AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO AMEND THE CITY OF LAREDO'S FY24 POLICE GENERAL FUND BUDGET BY INCREASING REVENUES AND EXPENDITURES IN THE AMOUNT OF $12,590.00 FOR THE REVENUES GENERATED FROM THE FY24 POLICE WEEK 5K RUN AND THE DONATION TO THE EXPLORER PROGRAM POST 468.**

**Whereas**, the City and the Laredo Police Department is charged with the responsibility of providing public safety and education within the City of Laredo; and

**Whereas**, the Explorer Program Post 468 is a not-for-profit organization with a mission and purpose of preparing and developing youth in the Laredo community interested in a law enforcement career to high ethical, moral and professional standards; and

**Whereas**, the donation to the Explorer Program Post 468 will be used for the purchase of essential equipment and uniforms needed to engage in community events and participate in area/state competitions.

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

**Section 1:** An Ordinance of the City of Laredo, Texas, authorizing the City Manager to amend the City of Laredo's FY24 Police General Fund budget by increasing revenues and expenditures in the amount of $12,590.00 for the revenues generated from the FY24 Police Week 5K Run and the donation to the Explorer Program Post 468.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONDADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Final Readings 23.**

**SUBJECT**
An Ordinance amending Chapter 31 Article V ("Water Conservation and Drought Contingency Plans") Section 31-217 titled "Landscape Requirements" of the Laredo Code of Ordinances, by adding language to promote water conservation including adding language to protect a property owner's right to use drought resistant landscaping including natural or artificial turf in lieu of grass and prohibiting property owner's associations from enacting or enforcing provisions that would interfere with aforementioned right of the property owner and that instead declares any such provision by a property owner's association void.

**PREVIOUS COUNCIL ACTION**

A Motion passed on June 10, 2024 requesting this Introductory Ordinance.

**BACKGROUND**
This item was requested by CM Vanessa Perez (24-C-116) on June 10, 2024; A Motion passed on June 10, 2024 requesting this Introductory Ordinance.
Purpose of the item was and is to continue to improve the City's water conservation efforts.

**COMMITTEE RECOMMENDATION**
None.

**STAFF RECOMMENDATION**
Approve motion.

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2024 |
| Budgeted Y/N?: | NA |
| Source of Funds: | NA |
| Account #: | NA |
| Change Order: Exceeds 25% Y/N: | NA |

**FINANCIAL IMPACT:**
NA

**ORDINANCE NO. 2024-O-157**

**AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 31 "UTILITIES" ARTICLE V. "WATER CONSERVATION AND DROUGHT CONTINGENCY PLANS" SECTION 217 "LANDSCAPE REQUIREMENTS" OF THE CITY OF LAREDO CODE OF ORDINANCES, BY ADDING LANGUAGE TO PROMOTE WATER CONSERVATION SUCH AS, AMONG OTHER THINGS, PROTECTING A PROPERTY OWNER'S RIGHT TO USE DROUGHT RESISTANT LANDSCAPING OR WATER-CONSERVING NATURAL OR ARTIFICAL TURF AND FORBIDDING PROPERTY OWNER'S ASSOCIATIONS FROM INCLUDING OR ENFORCING PROVISIONS IN DEDICATORY INSTRUMENTS THAT PROHIBIT OR RESTRICT A PROPERTY OWNER FROM USING SUCH DROUGHT RESISTANT OR WATER CONSERVING LANDSCAPING AS MENTIONED ABOVE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Laredo (hereinafter sometimes referred to as "City") is currently facing a severe water crisis. Both the Falcon and Amistad reservoirs, which are crucial sources of the City of Laredo's water supply, have dropped to all-time low levels. This alarming decline in water levels requires immediate action to conserve the City's limited water resources. A 2022 study commissioned by the City of Laredo projects that without significant changes, our city will not have adequate water capacity to meet demand by 2044;

**WHEREAS,** the City can significantly reduce non-essential water usage by allowing individuals to xeriscape or install artificial grass instead of maintaining a natural lawn; and

**WHEREAS,** such measures will help conserve the City of Laredo's precious water resources during this critical drought.

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

**Section 1.** The City of Laredo Code of Ordinances Chapter 31. "Utilities" Article V. "Water Conservation and Drought Contingency Plans" is hereby amended as follows:

**Sec. 31-217. - Landscape Requirements**

(a) From and after the effective date of this division, all new construction will be recommended to offer a Xeriscape option. An approved low water plant list for Laredo which lists all plants, shrubs, vines, groundcovers, perennials, ornamental grasses, trees, and turf grasses suitable for Laredo is available through the water conservation program as Exhibit A on the City of Laredo Utilities Department website.

(b) Recommendation for existing public facilities: It is strongly recommended that all landscaping

on existing public schools, municipal, county, state, and federal buildings, including public libraries and public parks, be converted to Xeriscape within ten (10) years from the effective date of this division.

*(c) A property owners' association may not include or enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from:*

*(1) implementing measures promoting solid-waste composting of vegetation, including grass clippings, leaves, or brush, or leaving grass clippings uncollected on grass;*

*(2) installing rain barrels or a rainwater harvesting system;*

*(3) implementing efficient irrigation systems, including underground drip or other drip systems; or*

*(4) using drought-resistant landscaping or water-conserving natural or artificial turf.*

*(d) A provision that violates Subsection (c) is void.*

*(e) A property owners' association may restrict the type of turf used by a property owner in the planting of new turf to encourage or require water-conserving turf.*

*(f) This section does not:*

*(1) restrict a property owners' association from regulating the requirements, including size, type, shielding, and materials, for or the location of a composting device if the restriction does not prohibit the economic installation of the device on the property owner's property where there is reasonably sufficient area to install the device;*

*(2) require a property owners' association to permit a device described by Subdivision (1) to be installed in or on property:*

*(A) owned by the property owners' association;*

*(B) owned in common by the members of the property owners' association; or*

*(C) in an area other than the fenced yard or patio of a property owner;*

*(3) prohibit a property owners' association from regulating the installation of efficient irrigation systems, including establishing visibility limitations for aesthetic purposes;*

*(4) prohibit a property owners' association from regulating the installation or use of gravel, rocks, or cacti;*

*(5) restrict a property owners' association from regulating yard and landscape maintenance if the restrictions or requirements do not restrict or prohibit natural and/or artificial turf or landscaping design that promotes water conservation;*

*(6) require a property owners' association to permit a rain barrel or rainwater harvesting system to be installed in or on property if:*

*(A) the property is:*

*(i) owned by the property owners' association;*

*(ii) owned in common by the members of the property owners' association;*

*or*

*(iii) located between the front of the property owner's home and an adjoining or adjacent street; or*

*(B) the barrel or system:*

*(i) is of a color other than a color consistent with the color scheme of the property owner's home; or*

*(ii) displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured;*

*(7) restrict a property owners' association from regulating the size, type, and shielding of, and the materials used in the construction of, a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a house or at any other location that is visible from a street, another lot, or a common area if:*

*(A) the restriction does not prohibit the economic installation of the device or appurtenance on the property owner's property; and*

*(B) there is a reasonably sufficient area on the property owner's property in which to install the device or appurtenance; or*

*(8) prohibit a property owners' association from requiring an owner to submit a detailed description or a plan for the installation of drought-resistant landscaping or water-conserving natural or artificial turf for review and approval by the property owners' association to ensure, to the extent practicable, maximum aesthetic compatibility with other landscaping in the subdivision.*

*(f-1) A property owners' association may not unreasonably deny or withhold approval of a proposed installation of drought-resistant landscaping or water-conserving natural or artificial turf under Subsection (f)(8) or unreasonably determine that the proposed installation is aesthetically incompatible with other landscaping in the subdivision.*

**Section 2.** This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**Section 3.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**Section 4.** This Ordinance shall become effective immediately upon passage.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS_____DAY OF _____2024.**

_____
**DR. VICTOR D. TREVIÑO**
**MAYOR**

**ATTEST:**

_____
**MARIO I. MALDONADO, JR.**
**CITY SECRETARY**

**APPROVED AS TO FORM:**

**BY:_____**
**DOANH "ZONE" T. NGUYEN**
**CITY ATTORNEY**

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Resolution 24.**

**SUBJECT**
A Resolution of the City Council of the City of Laredo, Texas repealing Resolution No. 2024-R-191; and adopting an amended resolution authorizing the City Manager to accept Grant No. 3335707, a grant in the amount of $52,579.00 from the Office of the Governor's Homeland Security Grant Program for the purposes of funding the Airport's FY23 Operation Stonegarden Grant. Funding from this grant will be used for overtime and fringe benefit expenses used for Stonegarden operations conducted by airport law enforcement; providing that this resolution shall be cumulative; providing for a severability clause; and providing for an effective date.

**PREVIOUS COUNCIL ACTION**
N/A

**BACKGROUND**
The U.S. Border Patrol, Laredo Sector, Webb County Sheriff's Office (WCSO), Laredo Police Department (LPD) and the Airport Police, will combine efforts to bolster Homeland Security related efforts in the Laredo Sector Area of Responsibility (AOR).

Grant No.: 3335707
Fiscal Year: 2023
Amount Approved: $52,579.00
Operated Order Dates: 03/01/2024 to 02/28/2025

Historically, WCSO and LPD have diligently coordinated their efforts with the Officer of Border Patrol Laredo Sector to safeguard the country's borders. In the first operation Stonegarden, WCSO participated in joint ventures to increase visibility in pursuit of an elevated level of homeland security. This year LPD, Airport Police, and again WCSO, will provide 2nd-tier, force-multiplier assets to work in partnership with the Laredo Sector Border Stations. Operation Laredo Region Stonegarden encompasses the core elements of the National Border Patrol Strategy. The Laredo International Airport is the first airport in the nation to apply for and receive Stonegarden Grant monies

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Staff recommends the approval of this resolution.

## Fiscal Impact

**FINANCIAL IMPACT:**

**RESOLUTION NO. 2024-R-223**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS REPEALING RESOLUTION NO. 2024-R-191; AND ADOPTING AN AMENDED RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT GRANT NO. 3335707, A GRANT IN THE AMOUNT OF $52,579.00 FROM THE OFFICE OF THE GOVERNOR'S HOMELAND SECURITY GRANT PROGRAM FOR THE PURPOSES OF FUNDING THE AIRPORT'S FY23 OPERATION STONGARDEN GRANT. FUNDING FROM THIS GRANT WILL BE USED FOR OVERTIME AND FRINGE BENEFIT EXPENSES USED FOR STONEGARDEN OPERATIONS CONDUCTED BY AIRPORT LAW ENFORCEMENT; PROVIDING THAT THIS RESOLUTION SHALL BE CUMULATIVE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Laredo finds it in the best interest of the citizens of Laredo, that the Operation Stone Garden Grant be operated for FY 2023; and

**WHEREAS**, the City Council of the City of Laredo agrees that Grant No. 3335707, granted to the Laredo International Airport from the Office of the Governor's Homeland Security Grant Program, be operated for FY 2024, with a period of performance date of March 1, 2024 to February 28, 2025; and

**WHEREAS**, the City Council of Laredo agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Laredo assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, the City Council of Laredo designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

**SECTION 1.** The City of Laredo herby accepts the award of Grant No. 3335707 from the Office of The Governor's Homeland Security Grant Program, as a supplemental award, for the purpose of funding the FY 2023 Operation Stone Garden Grant (OPSG).

**SECTION 2.** This resolution shall be cumulative of all provisions of resolutions of the City of Laredo, except where provisions of this resolution are in direct conflict with the provisions of such resolutions, in which event the conflicting provisions of such resolutions are hereby repealed.

**SECTION 3.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this resolution are severable, and if any phrase, clause, sentence, paragraph, or section of this resolution, shall be declared unconstitutional by the valid

judgment or decree or any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this resolution, since the same would have been enacted by the City Council without the incorporation in this resolution of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 4.** This resolution shall become effective upon passage thereof.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2024.**

_____
**DR. VICTOR D. TREVINO**
**MAYOR**

**ATTEST:**

_____
**MARIO I. MALDONADO, JR.**
**CITY SECRETARY**

**APPROVED AS TO FORM:**

_____
**DOANH T. NGUYEN**
**CITY ATTORNEY**

## City Council

**Meeting Date:** 8/5/2024 **Resolution 25.**

**SUBJECT**

A Resolution of the City Council of the City of Laredo, Texas authorizing the City Manager to accept and execute the Texas Veterans Commission (TVC) Fund for Veterans' Assistance (FVA) Housing for Texas Heroes Grant (H4TXH). The Community Development Department through the Municipal Housing Division received an award in the amount of $300,000.00 to provide home modifications for the veteran community within the City of Laredo area. The term of the grant shall be one year from July 1, 2024 to June 30, 2025. There is no match requirement and funding is available in the Municipal Housing Fund.

**PREVIOUS COUNCIL ACTION**

On January 22, 2024, City Council approved Resolution #2024-R-584, authorizing the City Manager to ratify the submittal of an application for the Housing for Texas Heroes Grant (H4TXH) provided by the Texas Veterans Commission (TVC) Fund for Veterans' Assistance (FVA). The Community Development Department through the Municipal Housing Division, submitted an application in the amount of $300,000.00 to provide home modifications for the veteran community within the City of Laredo area.

**BACKGROUND**

The Housing for Texas Heroes (H4TX) Grant Program was established to provide funding for home modification and repairs to improve accessibility and quality of life for veterans and their families. The Community Development-Municipal Housing Division has been awarded the Texas Veterans Commission Housing for Texas Heroes for the 4th consecutive year. In FY2021, the TVC-H4TXH Grant provided assistance to eighteen eligible applicants. In FY2022, the grant provided assistance to sixteen eligible applicants. In FY2023, the grant provided assistance to fifteen eligible applicants. In FY2024, the grant provided assistance to thirteen eligible applicants. With this new grant, the MH Division proposes to assist twenty veteran homeowners, as this Grant Program continues to be in high demand. The grant will provide up to $35,000.00 maximum limit total in home repairs per qualified household. To qualify, the household

income of homeowner-occupied veterans must be at or below 80% of the area median income, as set annually by the U.S Department of Housing and Urban Development (HUD), or they must be a disable veteran falling within the low-income or very low-income bracket defined by HUD. Housing modifications, repairs, and weatherization include door entry/exit resizing, ramps, windows, HVAC, roofing, siding, flooring, electrical, plumbing, handrails, installation of grab bars and /or bathroom modifications.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Staff recommends the approval of this resolution.

**Fiscal Impact**

| | |
|---|---|
| Fiscal Year: | 2023-2024 |
| Budgeted Y/N?: | Y |
| Source of Funds: | Texas Veterans Commission |
| Account #: | 555-3946 |
| Change Order: Exceeds 25% Y/N: | N/A |

**FINANCIAL IMPACT:**
No financial impact.

Fund for Veterans' Assistance
Helping Veterans Starts Here

# Notice of Grant Award

## NOGA

**AWARD INFORMATION**

TVC Grant Number:
HTX24-M-025

Grantee Organization:
City of Laredo

Award Issue Date:
05/16/2024

Fluxx Grant ID:
R-2023-2018004680

**AWARDING AGENCY**

Grantor Organization:
Texas Veterans Commission

**AWARD AMOUNT**

Total Awarded Amount:
$ 300,000

**AWARD DETAILS**

Program Category:
Housing for Texas Heroes Program

Service Category:
Housing for Texas Heroes

Grant Period Start Date:
07/01/2024

Grant Period End Date:
06/30/2025

### Terms and Conditions

The approved signature below serves as a formal acceptance by the Texas Veterans Commission (TVC) of the Grantee's Application, and addenda (if any) and the approval of this Notice of Grant Award creates a legally binding agreement between the Grantee and TVC. The TVC Grant Program Requirements as stated in (1) the applicable federal and/or state statute and regulations, (2) the original Request for Applications (RFA) including any addenda issued, (3) the budget tables, budget group allocations, and budget narratives and notes in the addenda to Grantee's Application, and (4) Grantee's Application are incorporated into and made a part of this Notice of Grant Award for all purposes, supersede any prior or contemporaneous understandings between the parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreements between the parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above. Any changes to the approved Grant must follow TVC's amendment process.

**AUTHORIZATION**

Authorized Representative Name:
Joseph Neeb

Authorized Representative Title:
Signature Authority

Executive Director:
Thomas Palladino

Authorized Representative Title:
Executive Director

**RESOLUTION 2024-R-252**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXECUTE THE TEXAS VETERANS COMMISSION (TVC) FUND FOR VETERANS' ASSISTANCE (FVA) HOUSING FOR TEXAS HEROES GRANT (H4TXH). THE COMMUNITY DEVELOPMENT DEPARTMENT THROUGH THE MUNICIPAL HOUSING DIVISION RECEIVED AN AWARD IN THE AMOUNT OF $300,000 TO PROVIDE HOME MODIFICATIONS FOR THE VETERAN COMMUNITY WITHIN THE CITY OF LAREDO AREA. THE TERM OF THE GRANT SHALL BE ONE (1) YEAR FROM JULY 1, 2024 TO JUNE 30, 2025. THERE IS NO MATCH REQUIREMENT AND FUNDING IS AVAILABLE IN THE MUNICIPAL HOUSING FUND.**

**WHEREAS**, the Municipal Housing, a division of Community Development Department, is requesting City Manager accept and execute the grant award in the amount of $300,000 from the Texas Veterans Commission (TVC) Fund for Veterans Assistance (FVA) Housing for Texas Heroes Grant (H4TXH); and

**WHEREAS**, this will allow Municipal Housing to provide homeowner veterans or surviving spouse and their families with modification and repairs to their homes; and

**WHEREAS**, a maximum amount of $35,000.00 per household assistance to be provided, upon eligibility and meeting all requirements; and

**WHEREAS**, the Municipal Housing shall go out on bids to contract for home weatherization, modifications and/or repairs to improve roofing, flooring, siding, windows, HVAC, electrical, plumbing, bathroom modifications, entry/exit door modifications and/or ramps in order to assist the veterans or surviving spouse and provide a safe, accessible, and habitable environment;

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

**Section 1**: Authorizing the City Manager to accept and execute the Texas Veterans Commission (TVC) Fund for Veterans' Assistance (FVA) Housing for Texas Heroes Grant (H4TXH).

**Section 2**: This Resolution shall become effective upon passage thereof.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____DAY OF _____, 2024.**

**DR. VICTOR D. TREVIÑO**
**MAYOR**

**ATTEST:**

**MARIO MALDONADO, JR.**
**CITY SECRETARY**

**APPROVED AS TO FORM:**

**DOANH T. NGUYEN**
**CITY ATTORNEY**

**BY: RODOLFO MORALES III**
**ASSISTANT CITY ATTORNEY**

## City Council

**Meeting Date:** 8/5/2024 **Resolution 26.**

**SUBJECT**
A Resolution of the City Council of the City of Laredo, authorizing the City Manager to submit a grant application in the amount of $3,000,000.00 to The Meadows Foundation to support the FY 25 operations of the Detoxification Department, ROOTS Recovery Center; and execute all relevant documents as determined by The Meadows Foundation. No grant match is required for this funding opportunity. Grant will be accounted for in the Detoxification Center Fund.

**PREVIOUS COUNCIL ACTION**
None

**BACKGROUND**
Detoxification department provides 24/7 detoxification and crisis intervention inpatient services for individuals with a substance use dependency.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Staff recommends approval.

**Fiscal Impact**

| | |
|---|---|
| Fiscal Year: | FY 25 |
| Budgeted Y/N?: | N/A |
| Source of Funds: | N/A |
| Account #: | N/A |
| Change Order: Exceeds 25% Y/N: | N/A |

**FINANCIAL IMPACT:**
No financial impact

**Please read the following instructions for completing this online application form:**

- Do **not** use the "Back" or "Forward" buttons on your browser. Doing so may cause you to lose your work.
- Use the buttons at the top of the page to navigate between pages. Alternatively, click the "Next Page" button at the bottom of each page to advance to the next page.
- Required fields are marked with a red asterisk (*).
- We provide suggested word limits for responses to some questions. These are suggestions to convey the amount of detail we need; the system does not cut off responses at the suggested word limits.
- You can save your work by clicking the "Save & Finish Later" button at the bottom of each page. Doing so saves your draft, emails you a copy of your draft, and returns you to your applicant portal. You can return to your application immediately or at a later time via the "In Progress" drop-down in the portal.
- For security reasons, the system allows 60 minutes of inactivity before timing out and will give a warning after 30 minutes of inactivity. To avoid losing work, please be sure to click "Save & Finish Later" if you plan to be away from the application for longer than 60 minutes.
- You can email a copy of your draft to yourself or anyone else at any time by clicking the "Email Draft" button in the upper right-hand corner of each page.
- You will have the opportunity to review the entire application one final time before clicking the "Submit" button at the bottom of the screen.
- After you submit your application, you will receive a confirmation email along with a copy of your submitted application for your records. Please check your spam or junk mail folder if you do not see a confirmation email.
- Please bookmark this link to the application portal to access sa[illegible] in-progress and submitted applications at any time.

- If you have questions or issues navigating and completing the online application, please email us at GrantsAppSupport@mfi.org.

**Tips and Tricks:**

- You may find it easier to write and edit your responses in a Word Document first and then "cut and paste" the responses into the application fields.
- The online application text fields only allow simple text formatting. Text formatting like bold, italics, and underline are not retained in text pasted from Word into the online application. Bulleted lists, numbered lists, tab indentations, and return carriages are retained.
- If you would like to preview the entire application first, please click the "Printer Friendly Version" button in the upper right-hand corner of this page.
- Add mail@grantapplication.com to your safe senders list to ensure you receive all system communications.

**Organization Information**

Organization Type
Government Entity

Does your proposal involve a fiscal sponsorship arrangement?
No

Organization EIN/Tax ID Number
Please enter as XX-XXXXXXX (2 digits, hyphen, 7 digits).
If a fiscal agent is sponsoring the proposed project, please enter the EIN/Tax ID number of the fiscal agent.
74-6001573



Organization's Legal Name

If a fiscal agent is sponsoring the proposed project, please write as "[Fiscal Agent] for [Project Name]."
*Example: ABC Foundation for The XYZ Network*
City of Laredo Detoxification Department

Doing Business As (if applicable)
ROOTS Recovery Center

Address
1300 Chicago St.
Ste. 101

City
Laredo

State
Texas

Zip Code
78040

Website (Optional)
https://www.cityoflaredo.com/departments/detoxification-department

## Executive Director/President/CEO

**Name, Title, Email, and Phone are required fields.**

Prefix
Dr.

First Name
Viviana

Middle Name/Initial

Last Name

Martinez

Suffix

Title
Detoxification Director

Email
svmartinez@ci.laredo.tx.us

Best Phone Number
956-857-5120

## Primary Contact for this Grant Application
(if different from above contact )

**Name, Title, Email, and Phone are required fields. Select "Same as above contact" if applicable.**

Yes Same as above contact

Prefix
Dr.

First Name
Viviana

Middle Name/Initial

Last Name
Martinez

Suffix



Title

Detoxification Director

Email
svmartinez@ci.laredo.tx.us

Best Phone Number
956-857-5120

## Board Chair/Board President

**Name and Title are required fields.**

Prefix

First Name
Joseph

Middle Name/Initial

Last Name
Neeb

Suffix

Title
City Manager

Email
jneeb@ci.laredo.tx.us

Best Phone Number
956-791-7398

## Organization Background

This section provides a high-level summary to quickly familiarize us with your organization as a whole.

### Year Founded

2022

### Mission Statement

The City of Laredo Detoxification Department's (CLDD) mission is to provide a safe place for change, providing a solid foundation leading to better health and improved quality of life.

### Approximately how many people does your organization benefit annually?

500

### Organization's Main Programs and Results

- Please provide a **high-level** description of your organization's major programs.
- Please also include any **measurable results** of your major programs.
- Your response should encompass the work of your **entire** organization, not just that of the project for which you are applying for funding.

*Suggested word limit: 500 words*

The City of Laredo Detoxification Department (CLDD) serves Laredo, Texas in Webb County (WC) on the Texas-Mexico border, considered one of the poorest counties in the U.S. With a population of 283,497 (2023) WC suffers from high rates of drug availability due to its proximity to Mexico. WC has been designated a High Intensity Drug Trafficking Area by the Office of National Drug Control Policy (2011). WC suffers from a high incidence of drug use and mental health disorders with limited access to treatment services, with the CLDD being the only detoxification center within 150 miles. Individuals dependent on substances experience great discomfort and pain during the withdrawal process, making it difficult for them to break the cycle of use. Individuals experiencing substance dependency put their health and lives at risk daily. WC saw a 122% increase in overdose deaths in 2023 from 2022. Since the opening of the center in February 2024, the number of overdose deaths has decreased by 70% from 2023 thus far.

The CLDD provides inpatient medically managed withdrawal management and crisis stabilization services to individuals 18 years of age and older impacted b



substance use disorders and serious mental health illnesses. The admission process

consists of a comprehensive patient health and bio-psycho-social assessment and lab work allowing the medical team to identify underlying medical issues to treat the entire body. It is known that individuals experiencing substance use disorders have an underlying mental health disorder, for this reason, providing mental health services is at the core of our services.

Services consist of 5 core elements: medical and psychiatric evaluations, medicated assisted therapy (MAT), medical monitoring, intensive counseling, and case management. Patients receive 24-hour care, monitored by medical professionals under the supervision of a physician. MAT is comprised of using pharmacological treatment to safely withdraw from substances and psychotropic medications to treat underlying disorders guided by physical and psychiatric evaluations. Intensive counseling provides one-to-one counseling and group sessions by credentialed counselors to address the physical and psychological effects of the detoxification process. Case management focuses on service coordination for continuity of care post-discharge.

The CLDD framework is focused on the Integrated Behavioral Health (IBH) model to deliver comprehensive healthcare services (primary care and behavioral health), education, and service coordination during episodes of care. IBH integrates primary care and behavioral health care through a collaborative team of providers that together care for the whole person; addressing their needs in a coordinated manner. IBH services facilitate identifying and treating chronic diseases and behavioral health disorders for healthier outcomes. Webb County experiences a large incidence of comorbidities (co-occurring health issues that cross between physical and mental), making IBH a critically needed intervention.

The CLDD seeks to provide inpatient services to 500 individuals annually, with a 90% program completion rate. As a 24/7 Narcan distribution center, the CLDD seeks to distribute 200 Narcan doses per year. The goal of the CLDD is to reduce overdose deaths by 10% from 2023.

## Additional Organizational Accomplishments (Optional)

If there are any additional organizational outcomes or accomplishments that you would like to highlight, you may do so here.

*Suggested word limit: 150 words*

Forty (40) admissions per month; 98% of all patients receive referrals for continuity of care.

Comprehensive lab work has identified 80% of patients with chronic illnesses, thus

commencing or restarting medication regimens for chronic illnesses such as diabetes, cholesterol, high blood pressure, renal and hepatic conditions, and STDs. Leading to an integrated approach to healing the entire body and appropriate service coordination.

Eight-eight (88%) percent program completion rate. Ninety-five (98%) percent of successful follow-up rate within 72 hours of discharge. Follow-up efforts have allowed 95% of discharged patients to be (re)engaged in services through outpatient and inpatient services to meet patient needs for primary, secondary, and tertiary needs.

The CLDD serves as a 24/7 Narcan distribution site with 152 Narcan 4 mg doses, a lifesaving medication, distributed within 120 days. Center personnel take advantage of Narcan distribution to educate the community on risk reduction strategies and services available in the community.

Please tell us about your organization's equity journey or approach to diversity, inclusion, and equity.

*Suggested word limit: 150 words*

The CLDD community comes from all walks of life, representing a major diversity in the representation of patients, personnel, and visitors. The CLDD embraces its community, enabling them to make meaningful contributions that strengthen the recovery and positive environment at the center. As such, the center focuses on the equity of its community by ensuring the fair treatment of everyone to ensure that norms, practices, and policies are not predictive of opportunity outcomes.

The CLDD provides DIE training through face-to-face and online training, and feedback to all personnel regardless of position to support and sustain a DIE environment. Providing an array of resources and guidance to support the DIE culture of the organization. Personnel, outreach, and partner recruitment are conducted by including underrepresented groups to increase the employment, contracts, and service provision of historically underrepresented groups.

**Proposal Narrative**



Proposal Purpose Statement

Please provide one line describing the purpose of your proposed project by completing this sentence: "If awarded, this grant from The Meadows Foundation will provide funding toward _____."
*Example: Toward support of a new partnership to increase college completion in rural areas.*

*Suggested word limit: 30 words*
Increase admissions from 120 per year to 500 for medically managed withdrawal services and/or crisis stabilization for individuals with a substance dependency 18 years of age and over.

## Problem Statement

What is the social need or issue that your proposed project is trying to address? Please provide:

- Quantitative and/or qualitative data about the issue(s) you are trying to address, including region-specific or state-specific data, if available and applicable.
- The issue's urgency or timeliness.
- Sources for data cited, as available.
- *Example: Only 64 percent of rural students pursue postsecondary education compared to nearly 70 percent of their urban peers, resulting in lower lifetime earnings and reduced rural economic growth.*

*Suggested word limit: 200 words*
Webb has been designated as a High Intensity Drug Trafficking Area since 2011; as such Webb County has a disproportionate number of substance use disorders, specifically those involving intravenous use. As the number one land port in the country, the Port of Laredo handled approximately 3 million trucks from Mexico in 2023 as per the Bureau of Transportation Statistics (2024). The large volume of truck crossings also signifies a large volume of drugs coming into the country in addition to those making their way through other means such as the river, pedestrian, and private automobile crossings. The rise of Fentanyl availability has made its mark in Webb County along with the continued availability of heroin, cocaine, and pharmaceuticals readily available in Mexico. The drug problem in Webb County is represented in the increase in overdose deaths seen in the past five years; with a 943% increase from 7 deaths in 2018 to 73 in 2023. The CLDD is the only detoxification and dual diagnosis inpatient facility in the area, with the closest center 150 miles away. As one of the poorest communities in Texas, traveling for services is not feasible as individuals lack the financial resources and

support to get there.

## Proposed Project

Please provide:

- The proposed project activities that you will do to address the need(s) or issue(s) described above.
- For projects with sequential or multiple components, please group the project activities in a clear and logical way.
- Also provide information if the proposed project is part of a larger regional or statewide strategy, collaboration, or partnership.

*Suggested word limit: 500 words*

The program shall serve individuals who will benefit from detoxification and/or crisis stabilization services. Individuals may be admitted upon request or as part of a jail and/or hospital diversion program.

The medical team will conduct a face-to-face evaluation, including a history and physical examination of each individual to establish the Axis I diagnosis, assess the level of intoxication or withdrawal potential, and determine the need for treatment and the appropriate level of care.

The evaluation shall identify potential medical and mental health problems and/or diagnoses that warrant further assessment. Individuals shall not be denied admission or discharged from treatment because they are taking prescribed medication or inability to pay.

As part of the program conducts screening for Thyroid, Lipid, CMP, Magnesium, Uric Acid, GGT, Ferritin, Hemoglobin, Tuberculosis (TB), and testing for Human Immunodeficiency Viruses (HIV) antibodies, Hepatitis C, and Sexually Transmitted Diseases (STDs). HIV antibody testing is carried out by an entity approved by the Texas Department of Health. If a patient tests positive, the program shall refer the patient to an appropriate healthcare provider.

The program shall provide monitoring to manage each patient's physical withdrawal symptoms. Monitoring shall be conducted at a frequency consistent with the level of severity of the patient's withdrawal symptoms, the substance(s) from which the patient is withdrawing, and/or the level of intoxication of the patient. Upon admission, each patient's treatment shall be based on a treatment plan developed from the patient's comprehensive assessment (patient-centered

treatment plan).

More intensive monitoring will be implemented for patients with a history of severe withdrawal symptoms (e.g., a history of auditory and/or visual hallucinations, delirium tremors, seizures, uncontrolled vomiting/dehydration, psychosis, inability to tolerate withdrawal symptoms, self-harming attempts), or the presence of current severe withdrawal symptoms and/or co-occurring disorders (medical, psychiatric and/or substance).

Medication shall be available to manage withdrawal/intoxication from all classes of abusable drugs.

Patients who are not currently experiencing withdrawal but meet the DSM-5 criteria for substance dependence may be admitted for crisis stabilization. All patients with a history of indication of a mental health illness will be provided with a psychiatric evaluation conducted by a psychiatric nurse practitioner.

In addition to the management of withdrawal and intoxicated states, the detoxification program shall provide services, including counseling, designed to:

1. assess the patient's readiness for change;
2. offer general and individualized information on substance use and dependency;
3. enhance patient motivation;
4. engage the patient in treatment; and
5. include a detoxification plan that contains the goals of successful and safe detoxification as well as transfer to another intensity of treatment.

Upon admission, each patient's treatment shall be based on a treatment plan developed from the patient's comprehensive assessment (patient-centered treatment plan). Furthermore, case management services are provided to link patients to resources to meet their needs upon discharge from the center. Case managers will also conduct follow-up calls/visits post-discharge to ensure patient compliance with entering the appropriate residential or outpatient programs to support recovery and other patient needs.



**Defining Success**

What would "success" look like for your proposed project in the short-term, by the end of a one-year grant period?

*Suggested word limit: 50 words*

Conduct 500 admissions for medically managed withdrawal services and/or crisis stabilization for individuals with a substance dependency 18 years of age and over to reduce overdose deaths by 10% from 2023.

What would "success" look like for your proposed project in the long-term? (if applicable)

*Suggested word limit: 50 words*

Reduce the overdose deaths by 75% from 2023 within the next five years.

## Proposal Details

### Program Area

Primary Program Area: Your proposed project is primarily in which of the following program areas?

Health-Mental Health (emotional wellness, disorders, addiction, crisis, etc)

Secondary Program Area (optional)

Health-Health Care Services

Approximately how many people do you estimate this project will benefit during the 1-year grant period?

500

## Project Goals

Please provide measurable, time-bound goals for your proposed project. Goals are what you hope to achieve through your proposed project. You are required to provideat least three goals and have the option to provide up to five. Please ensure thatat least two of your goals can be achieved within a 1-year grant period. More guidance is provided below.

### Goal 1 (Required)

*Character limit: 256 characters*

• Output Goal: Conduct 500 admissions for detoxification and/or crisis stabiliz



by September 30th, 2025. • Outcome Goal: Reduce overdose deaths by 10% from

2023 by September 30th 2025.

## Goal 2 (Required)

*Character limit: 256 characters*

• Output Goal: Provide community resource packet to 100% of admitted patients during the intake process by September 30th, 2025. • Outcome Goal: Increase patient knowledge of available resources in the community by September 30th, 2025.

## Goal 3 (Required)

*Character limit: 256 characters*

• Output Goal: Conduct discharged follow-up at 3 days, 7 days, and 30 days post-discharge by September 30th, 2025. • Outcome Goal: Increase compliance rates for entering either residential or outpatient services from 25% to 45% by September 30th, 2025.

## Goal 4

*Character limit: 256 characters*

• Output Goal: Engage patients in services during treatment episode by September 30th, 2025. • Outcome Goal: Reduce the number of patients leaving against medical advice (AMA) by 10% by September 30th, 2025.

## Goal 5

*Character limit: 256 characters*

Guidance for Writing Goals

- Goals should be set for the **linchpin** activities and results that you **want to accomplish by a certain time** in order for your project to be successful.
- You can set goals for the **processes or activities (outputs)** of your proposed project.

  *Example: "Provide wraparound services to 200 students (up from 180 students last year) in our district who are experiencing homelessness by July 31, 2020."*

- You can set goals for the **changes or improvements (outcomes)** that you aim to result from your project.

  *Example: "A 20% point increase (from 60% to 80%) in percent of participants achieving housing stabilization within 30 days of initial visit, by August 30, 2021."*

- For each goal, please include:
  - The **quantity** or number that you are trying to accomplish (i.e. X %, X number of).

- A **date or time frame** by which you hope to achieve the goal.
- A **baseline** whenever relevant and available. Baselines provide context for your goals and are commonly previous years' amounts or other benchmarks that helped you determine how high to set your goals.

- You will have the opportunity to work with The Meadows Foundation staff to edit and refine these goals later in the review process.
- Please also feel free to contact us at WebGrants3003@mfi.org for additional assistance.

Additional Examples of Goals, by Program Area

*Note: These are only examples for illustration purposes. Please write goals that are specific to your proposed project.*

Education/Social Services:

- Output Goal: Provide wraparound services to 200 students (up from 180 students last year) in our district who are experiencing homelessness, by July 31, 2020
- Outcome Goal: A 20% point increase (from 60% to 80%) in percent of participants achieving housing stabilization within 30 days of initial visit, by August 30, 2021

Environment

- Output Goal: Replant 40,000 thornscrub trees in 400 acres by June 30, 2019
- Outcome Goal: Reduce annual stormwater runoff by 10 million gallons by June 30, 2020

Health/Mental Health

- Output Goal: Provide follow-up to 100% of monthly referred patients within 5 days after the first patient encounter by September 2020
- Outcome Goal: Increase compliance rates for mental health treatment plans from 66% to 76% by September 2021

Animal welfare

- Output Goal: Establish baseline diversion data on calls by Summer 2021
- Outcome Goal: Exceed 90% live release rate through adoption, foster care, or transfer to rescue programs at the city shelter by Fall 2021

## Budget

400

Dollar Amount Requested ($)
3000000.00

Date Payment is Needed (Optional)
10/1/2024

Total Projected **Operating Budget ($)**
4505645.00

Total Projected **Project Budget ($)**
If your project budget is the same as your operating budget, please enter the same number as above.
4505645.00

Projected Project Budget

- Please download, complete, and upload the **Project Budget Template:** Click Here to Download the Project Budget Template.
- For **capital** project proposals, Click Here to Download the Capital Budget Template instead.
- If your project budget is the **same** as your organizational operating budget, please use the Operating Budget Template instead.
- If you're using the project or capital budget templates, you do not need to upload an operating budget at this time. We will ask for more details later if needed.
- Be sure to click the Upload button after you choose your file.

The Meadows Foundation-Operating Budget FY25.xlsx

# City of Laredo - Detoxification

## Organizational Operating Budget (Projected)

## Fiscal Year 10/01/2024-09/30/2025

| REVENUES | |
|---|---|
| ARPA | $ 1,505,645 |
| | - |
| | - |
| | - |
| **TOTAL REVENUES** | **$ 1,505,645** |

| | |
|---|---|
| Salaries and Benefits | $ 2,596,375 |
| Travel | 25,000 |
| Materials/Supplies/Publications | 259,004 |
| Contractual Services | 1,450,031 |
| Pharmaceuticals/Medical Supplies | 127,768 |
| Marketing | 31,467 |
| Building/Utilities | 16,000 |
| **TOTAL EXPENSES** | **$ 4,505,645** |

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Resolution 27.**

A Resolution of the City Council of the City of Laredo, Texas approving a Chapter 380 Agreement between the City of Laredo and Clear Choice Hospital LLC., pursuant to an economic development incentive under Chapter 380 of the Texas Local Government Code and authorizing the City Manager to execute all relevant documents, and any other matters incident thereto; providing for severability; providing for an effective date; and providing for publication. The 8 year agreement obligates Clear Choice LLC to invest an aggregate estimated amount of $125,500,000.00 for the construction of a Hospital and create at least 100 new full-time permanent jobs. Rebates will be based on performance.

**PREVIOUS COUNCIL ACTION**
During the June 24, 2024 City Council Meeting in Executive Session, Council motioned to approve the request to move forward with negotiations regarding an incentive to Clear Choice LLC pursuant to Chapter 380 of the Texas Government Code, and to have the City Manager and City Attorney proceed accordingly to provide the best and final offer to Clear Choice LLC and authorize the City Manager and the Mayor to sign all relevant documents.

**BACKGROUND**
Clear Choice LLC has submitted a Letter of Intent and an Application for Chapter 380 to the Economic Development Department for consideration. The proposed location for the development would be in the Coves off of Loop 20. The proposed location for the development would be in the Coves off of Loop 20. A Tax rebate will be based on the allowable portion of the M&O Tax collected by the City in the designated TIRZ #2 area where the project will be located.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Recommends approval of this Resolution.

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | Click or tap here to enter text. |
| Budgeted Y/N?: | Click or tap here to enter text. |
| Source of Funds: | Click or tap here to enter text. |
| Account #: | Click or tap here to enter text. |
| Change Order: Exceeds 25% Y/N: | Click or tap here to enter text. |

**FINANCIAL IMPACT:**

No financial impact until 2027.

**RESOLUTION NO. 2024-R-239**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS APPROVING A CHAPTER 380 AGREEMENT BETWEEN THE CITY OF LAREDO AND CLEAR CHOICE HOSPITAL LLC., PURSUANT TO AN ECONOMIC DEVELOPMENT INCENTIVE UNDER CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL RELEVANT DOCUMENTS, AND ANY OTHER MATTERS INCIDENT THERETO; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION. THE EIGHT (8) YEAR AGREEMENT OBLIGATES CLEAR CHOICE LLC TO INVEST AN AGGREGATE ESTIMATED AMOUNT OF AT LEAST $125,500,000 IN AN ESTIMATED 130,000 SQUARE FEET HOSPITAL (DEVELOPMENT) AND CREATE AT LEAST ONE HUNDRED (100) NEW FULL-TIME PERMANENT JOBS WITH MINIMUM PAY STARTING AT $15.00/HOUR PLUS BENEFITS GENERATING A TOTAL OF APPROXIMATELY $19,000,000.00 IN ANNUAL PAYROLL. REBATES WILL BE BASED ON PERFORMANCE AND ANNUAL COMPLIANCE.**

This Chapter 380 Economic Development Program ("Agreement") is made and entered into by and between the **CITY OF LAREDO ("CITY)** a Texas home-rule municipal corporation and **CLEAR CHIOCE HOSPITAL LLC ("COMPANY")**, a corporation authorized to do business in Texas, for the purposes and considerations stated below:

**WHEREAS,** under Article III, Section 52-a of the Texas Constitution ("Texas Constitution") and Chapter 380 of the Texas Local Government Code ("Chapter 380") the governing body of a municipality may establish and provide for the administration of a program for making loans and grants of public money to promote state or local economic development and to stimulate business and commercial activity in the municipality and thereby advancing the public purposes of developing and diversifying the economy of the state, eliminating unemployment or underemployment in the state, or expanding transportation or commerce in the state; and

**WHEREAS,** the City has identified lawfully available funds from which it may make grant payments annually to the Company in the form of rebates, and to which amounts are based on the Company's City of Laredo real property and personal property taxes as determined in accordance with the Agreement; and

**WHEREAS,** the Company desires to develop approximately 12 acres of real property within the City's corporate limits located at 12003 Bob Bullock Loop with approximately 130,000 square feet in hospital facility improvements ("Property"); and

**WHEREAS,** the Company expects to invest approximately $125,500,000 in the project, which includes costs for land, improvements and equipment; and

**WHEREAS,** over the term of the Agreement, the project is expected to create at least 100 new full-time permanent jobs with a minimum wage of $15 per hour with standard personnel benefits in addition to hundreds more temporary full-time jobs during the construction phase of the project; and

**WHEREAS,** the parties agree that all conditions precedent for the Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings, if any, have been conducted in accordance with Texas law;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS THAT:**

**SECTION 1. FINDINGS.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**SECTION 2. CHAPTER 380 PROGRAM.** The agreement attached hereto as Exhibit A and incorporated by reference as setout in full**,** is hereby adopted as an Economic Development Program pursuant to Chapter 380 of the Texas Local Government Code.

**SECTION 3. AUTHORIZATION.** The City Manager for the City of Laredo is hereby authorized to execute the Agreement, and to execute all documents necessary to accomplish the purpose of this Resolution and administer the Program adopted hereby, provided said Agreement is first fully executed by a duly authorized representative of the Company.

**SECTION 4. OPEN MEETING.** It is hereby found and determined that the meeting at which this Resolution as passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect upon its adoption.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____ 2024.**

_____

**DR. VICTOR D. TREVINO**
**MAYOR, CITY OF LAREDO**

**ATTEST:**

_____
**MARIO I. MALDONADO JR.**
**CITY SECRETARY**

**APPROVED AS TO FORM:**

_____
**DOANH "ZONE" T. NGUYEN**
**CITY ATTORNEY**

**STATE OF TEXAS** §
§
**COUNTY OF WEBB** §

**EXHIBIT A**

**CHAPTER 380 ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN THE CITY OF LAREDO, TEXAS AND CLEAR CHOICE HOSPITAL, LLC.**

This Chapter 380 Economic Development AMENDED Grant Agreement (the "Agreement") is made and entered into by and between the **CITY OF LAREDO**, a municipal corporation of the State of Texas, (the "City"), acting by and through its City Manager or his designee and **CLEAR CHOICE HOSPITAL, LLC**, a limited liability company registered to transact business in the State of Texas, (the "Company"), acting by and through its duly authorized officers. The City and the Company may be individually referred to as a "Party" and jointly as the "Parties."

## ARTICLE I
## RECITALS

The recitals set forth in City Council Resolution **No 2024-R-239** are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

## ARTICLE II
## AUTHORITY AND TERM

**1.** **AUTHORITY**. This Agreement is entered into pursuant to:

**A.** Article III, Section 52-a of the Texas Constitution ("Texas Constitution") and Chapter 380 of the Texas Local Government Code; Title 12, Subtitle A.

**B.** City Council Resolution **No. 2024-R-239** which specifically and originally approved this Agreement.

**2.** **TERM**. This Amended Agreement shall be effective as of the date of execution by all parties. This Agreement will terminate on the date all obligations under this Agreement have been fulfilled unless earlier terminated pursuant to Article V, or otherwise extended by mutual written agreement of the Parties. The Company's eligibility for Grant Payments (hereinafter defined) shall be limited to eight (8) consecutive years (the "Grant Period") within the term of the Agreement.

**DEFINITIONS**

**The following words shall have the following meanings when used in this Agreement.**

**3.** **AGREEMENT**. The word "Agreement" means this Chapter 380 Economic Development Agreement, together with all exhibits attached to this Agreement.

**4.** **BUSINESS PERSONAL PROPERTY**. The words "Business Personal Property" mean any taxable tangible personal property that is (i) subject to ad valorem taxation by the City; (ii) is legally

considered to be located on the Facility (as the term is defined below) and used in operation of the business; (iii) was not located on the Facility prior to the effective date of this agreement; and (iv) is owned or leased by the Company.

**5.** **CITY**. The word "City" means the City of Laredo, Texas.

**6.** **COMPANY**. The word "Company" means Clear Choice Hospital, LLC.

**7.** **FACILITY**. The word "Facility" means the estimated 112,000 square feet of an acute care general hospital in Laredo, Texas to be constructed by the Company on the below-defined Site.

**8.** **FULL-TIME JOBS**. A "Full Time Job" means a job with no predetermined end date (other than a retirement date), with a regular work week of 35 hours or more on average for the entire normal year of local Company operations or for the entire time the position has been in existence (if less than one calendar year), and with benefits substantially equivalent to other regular employees of the Company and that satisfies the requirements set forth in Article III, hereof.

**9.** **EMPLOYMENT RECORDS**. Means records reasonably necessary to verify employment and compensation levels during any Operational Year. These records include, but are not limited to, Employer' s Quarterly Federal Tax Returns (IRS Form 941), Texas Employment Commission Employer's Quarterly Reports, Employer' s Annual Tax Returns (IRS Form 940- EZ), Employee list, employment status, etc. COMPANY will not be required to disclose any performance review records or any other materials that are subject to nondisclosure requirements. To the extent authorized by Texas law, CITY and the COMPANY will keep the Employee records confidential

**10.** **PROJECT**. The word "Project" means (i) the Facility and related improvements (collectively, the "Improvements") to be constructed by the Company on the Site, (ii) the Site described below on which the Improvements are to be constructed; and (iii) the Business Personal Property to be installed or located at the Facility to support the operation.

**11.** **GRANT PAYMENT**. The words "Grant Payment" mean a payment from the City to the Company on a yearly basis based on real property city taxes and business personal property taxes on the terms of this agreement so long as the Company is able to meet the minimum criteria regarding the number of new permanent full-time jobs, benefits, minimum improvement valuation and submits the yearly annual certification.

**12.** **GRANT PERIOD**. The words "Grant Period" mean the period beginning on January 1 of Year 1 (hereinafter defined and continuing for eight (8) years during which the Company is eligible to receive Grant Payments from the City.

**13.** **SITE**. The word "Site" means the real property upon which the Improvements are to be constructed, located at **ABST PORCION 22, DONA MARIA JESUS SANCHEZ, ORIGINAL GRANTEE, ABSTRACT 277, AND PORCION 23, LEONARDO SANCHEZ, ORIGINAL GRANTEE, ABSTRACT 283, LOT 1 BLOCK 1 (THE COVES AT WINFIELD)** in the City, consisting of approximately 14.55 acres and more particularly described on **Exhibit A.5 and** attached hereto and incorporated herein by reference.

**14.** **Year 1**. The words "Year 1" shall mean the calendar year immediately following the earlier of the year in which (a) the Project is completed or (b) the Company has received a Certificate of

Occupancy and has placed the Project into service or operation, but in no case shall Year 1 be later than 2027.

## ARTICLE III
## PROJECT REQUIREMENTS

**COMPANY'S OBLIGATIONS**. The obligation of the City to provide the Grant Payments to the Company shall be conditioned upon the Company's continued substantial compliance with and satisfaction of each of the following conditions set forth in this Agreement, as solely and finally determined by the City Council:

**1.** The Company will invest the aggregate estimated amount of at least $125,500,000 (One Hundred Twenty Five million Five Hundred Thousand Dollars) (the "Project Investment") towards the construction and completion of the Project. The approximate capital costs for the Project **are $8,000,000 the Site and $117,500,000 for completion of improvements and installation of Business Personal Property.** If Company fails to make Project Investment of at least $125,500,000 (One Hundred Twenty Five million Five Hundred Thousand Dollars) on the Site, Company shall not be deemed to be in default under this Agreement, but the amount of the Grant shall be reduced proportionately based on the amount by which the Project Investment is less.

**A.** Any Project Investment condition that has been met for any Year will continue to be met throughout the term of Grant Period for such Project Investment condition for so long as the Total Taxable Assessed Value of the Project does not decrease by more than twenty percent (20%) after the initial satisfaction of the Investment Condition for Year 1, which (notwithstanding any provision in this Agreement to the contrary) Total Taxable Assessed Value for any year may include the increases in the "assessed value" for such year the capital investment necessary for the replacement of Business Personal Property.

The term "Total Taxable Assessed Value" for a particular tax year means the "assessed value" by Webb County Appraisal District (within the meaning of chapter 26 of the Texas Tax Code) for property tax purposes, of the land, improvements and personal property on the property for such tax year.

**B.** The Company shall own the Site by no later than October 1, 2024, if not already procured and owned by the company at the time of application. The Company shall either provide proof of ownership document to the City within thirty (30) days after purchase has been executed, or within thirty (30) days of application if Company already owns the property.

**C.** The Company will create and then maintain no less than the following aggregate number of new Full-Time Jobs at the Project during each year of the Grant Period (each, an "Employment Condition") to achieve compliance. **See Exhibit A.1** The Company's compliance is accepted if it adds more jobs per year than required and achieves the cumulative or total number sooner than projected, however, the minimal cumulative levels must be maintained throughout the Grant Period.

**Exhibit A.1 - Jobs Table**

| | New Full-Time Jobs | Cumulative Full-Time Jobs (by Oct. 1 of Each Year) |
|---|---|---|
| **Year 1** | **50** | **50** |
| **Year 2** | **25** | **75** |
| **Year 3** | **25** | **100** |
| **Year 4** | **0** | **100** |
| **Year 5** | **0** | **100** |
| **Year 6** | **0** | **100** |
| **Year 7** | **0** | **100** |
| **Year 8** | **0** | **100** |

**D.** The Company, following completion of the Project and commencement of operations, shall provide that all new employees filling a Full-Time Job as part of this project will be entitled to health insurance, sick and vacation/paid time off, performance bonuses, workers compensation or occupational hazard insurance and that some benefits will be accessible to the employees' dependents throughout the term of this Agreement. The Parties agree that the benefits described in **Exhibit A.2** satisfy the Employment Conditions.

**Exhibit A.2 - Benefits**

| Benefits | Cumulative Full-Time Jobs (by Oct. 1 of Each Year) Receiving Benefits | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 |
| **Medical** | **50** | **75** | **100** | **100** | **100** | **100** | **100** | **100** |
| **Dental** | **50** | **75** | **100** | **100** | **100** | **100** | **100** | **100** |
| **Vision** | **50** | **75** | **100** | **100** | **100** | **100** | **100** | **100** |
| **Retirement** | **50** | **75** | **100** | **100** | **100** | **100** | **100** | **100** |
| **Workers Compensation** | **50** | **75** | **100** | **100** | **100** | **100** | **100** | **100** |

**E.** The Company, following completion of the Project and commencement of operations, shall provide that all employees filling a new Full-Time Job will be paid at a minimum rate of $15.00 per hour, regardless of position. The expected positions and wage scale are more specifically described in **Exhibit A.3** attached hereto and made part hereof for all intents and purposes.

**F.** The Project shall be developed at location (and any obligations described herein, related to such) shall be in accordance with the ordinances, rules, and regulations of the City, subject to any variances, approvals, and applicable laws authorizing the Project to vary from any such regulations.

**G.** The Company shall be subject to an audit (by the City or the City's third-party designee) annually in the month of October for the term of this Agreement, in regard to the level of investment valuation (as assessed by the Webb County Appraisal District) number of employees, wages of employee positions created, filled and maintained, benefits and other applicable information pertaining to conditional requirements as set in this Agreement. Company shall have the right to contest the appraised value of the Site and Facility as provided by law. However, Company covenants and agrees that during the term of this Agreement it shall not challenge or permit anyone else to take actions on its behalf to challenge any assessments by the Webb County Appraisal District at the Total Taxable Assessed Value for Year 1 or lower.

**H.** The Company shall not sell or lease any interest in the property to a member of the Laredo City Council, Planning & Zoning Commission or City officer as long as this Agreement is in effect.

**I.** The Company shall at all times comply with the City's building codes and zoning regulations in addition to all applicable rules, regulations, environmental laws, land use covenants and other restrictions of record. Company shall be solely responsible for obtaining any permits, licenses, certificates, or any other required documentation or approvals for the operation of the business on the Site.

**J.** Company shall allow the City or its agents reasonable access and inspect operating records, accounting, books and any other records related to the economic development considerations and incentives described herein, which are in Company's, possession, custody or control, for purposes of verifying the expenditures generated by the Development and for audit, if so requested by the City. The confidentiality of such records will be maintained in accordance with and subject to all applicable laws including the Public Information Act, Chapter 552, Texas Government Code. Further, Company shall allow the City reasonable access to the subject property owned or controlled by Company for inspections during construction of the Facility. All inspections will be made only after giving at least twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and or operations of the Company or the Facility. For physical inspections, any inspection will be made with one (1) or more representatives of Company, and in accordance with its safety standards, if any.

**K.** The City reserves the right to confirm Company's compliance with the terms and conditions of this Agreement. City will provide the Company with a written report of the findings. If the monitoring notes deficiencies in the Company's performance under terms of Agreement, the monitoring report shall include corrections for such deficiencies by Company and a reasonable amount of time in which to attain compliance.

**2.** **CITY'S OBLIGATIONS**. As consideration for the Company's performance of its obligations under this Agreement, during the Term of the Agreement, City shall provide Company the following:

**A.** **GRANT PAYMENTS**. An annual Grant Payment to the Company based on the Company's City of Laredo real property and personal property taxes as determined below (the "Grant Payment Formula") for Year the Company satisfies Performance Conditions. The City will contribute the below percentages from the revenue generated from the non-committed 60% M&O Tax Rate in the designated Tax Increment Reinvestment Zone #2 as assessed and collected on the captured appraised value for each respective tax year during the term of the agreement.

**EXHIBIT A.4 – "Grant Payment Formula"**

| Term Year | Total estimated assessed value of real property plus land | Percentage tax rebate of total valuation | Estimated assessment of equipment and tangible business property | Percentage tax rebate personal business property |
|---|---|---|---|---|
| YR 1 | $75M | 60% | $15 million | 50% |
| YR 2 | $75M | 60% | $15 million | 50% |
| YR 3 | $75M | 60% | $15 million | 50% |
| YR 4 | $75M | 50% | $15 million | 50% |
| YR 5 | $75M | 50% | $15 million | 50% |
| YR 6 | $75M | 40% | $15 million | 50% |
| YR 7 | $75M | 40% | $15 million | 50% |
| YR 8 | $75M | 40% | $15 million | 50% |

**B.** If the Company fails to substantially satisfy any of the Employment Conditions or the Project Investment conditions included in Article III, or an Annual Certification reasonably acceptable to the City, then no Grant Payment will be considered and Company would be considered non-compliant.

**C.** The Grant period shall commence on Year 1. The City will make the first Grant Payment after the full calendar year assessment and payment pursuant to the timeline described in the following Section D.

**D.** The Company shall pay to the City ad-valorem taxes assessed on the Land, Improvements, and Business Personal Property in each year prior to the beginning of the Grant Payment Period. Commencing at Year 1, the City will annually issue each Grant Payment to Company on or before the ninetieth (90th) day following the City receiving written notice, as provided herein, from the Company that such taxes have been paid in full. Prior to issuance of a Grant Payment, the City shall annually verify the Employment Conditions above. The written notice from Company to the City that relevant property taxes have been paid in full shall include a copy of the paid tax receipt or other proof such taxes have been paid.

**E.** The Company acknowledges the Total Assessed Value described herein is estimated based on the Project Investment and that the Taxable Assessed Value may rise or decline during the Grant Period. The Company shall retain the right to protest and/or contest such appraisals. Grant payments total over agreement period shall not exceed $1.1 Million.

## ARTICLE IV
## ANNUAL CERTIFICATION

**1.** **ANNUAL CERTIFICATION**. Beginning October 1 of Year 1, and during the month of October of each calendar Year thereafter during the Term, the Company submit to a review for annual certification to meet compliance with each applicable term of the Agreement. Such annual certification shall include employment records and other documents that show:

- Number of new jobs created
- Number of cumulative jobs maintained
- Employee benefits offered/used
- Receipt of taxes paid
- Other information relevant to the project's development and operation

If the Company fails to timely submit to an Annual Certification for a particular year, the City may give the Company written notice of its failure to timely submit, and the Company shall have thirty (30) calendar days from the date on which such written notice is given in which to submit to such annual certification.

Concurrent with the submittal of the annual certification, Company will submit to the City, or its designee, documentation as may be reasonably necessary to verify the expenditures to date of the Project Investment which have not otherwise been verified as part of a prior certification. The City, or its designee, will provide to Company a written explanation for any expenditures that the City determines cannot be verified. Company may submit additional documentation to the City, or its designee, in order to obtain verification.

## ARTICLE V
## TERMINATION/RECAPTURE

**1.** **ACTS TRIGGERING TERMINATION**. During the Grant Payment Period covered by this Agreement, the City may, subject to the notice provisions below, declare a default of this Agreement by the Company if the Company:

**A.** Refuses or neglects to comply with any of the terms of this Agreement; or

**B.** Makes representation that is false or misleading in any material respect to any of the terms of this Agreement; or

**C.** Substantially fails to satisfy the Investment Conditions hereof such that in any Year of the Grant Payment period, the Total Assessed Value is less than the minimum amount set for in Article, III (1)A; or

**D.** Materially breaches any of the terms or conditions of this Agreement and such default or breach is not cured as provided below following written notice thereof by the City; or

**E.** Ceases conducting produce distribution enterprise business during the Grant Payment Period at the Project for a period of six (6) months or more for any reason other than suspension due to fire, explosion, accident, natural disaster or other casualty, or

**F.** Fails to submit to City the Annual Certification as required by Article IV following notice of such failure; or

**G.** Allows the ad valorem taxes due on the Project to become delinquent without timely and properly filing a protest under Chapter 41 of the Texas Property Tax Code; or

**H.** By mutual written agreement of the parties.

**2.** **NOTICE OF TERMINATION**. In the event that the City makes a reasonable determination that the Company has materially defaulted under this Agreement, then City shall give Company written notice of such. Company shall have sixty (60) days following receipt of said written notice to reasonably cure such default or this Agreement may be terminated by the City. Notice of default shall be in writing and shall be attempted or delivered by certified mail to the Company at the address provided in Section VI of this Agreement. If default is not cured with sixty (60) days from the date of such notice (the "Cure Period") then the Agreement may be terminated at the City's sole option. However, in the case of default for causes beyond the Company's reasonable control and which cannot, with due diligence, be cured within such sixty (60) day period, the Cure Period may be extended in the City's sole discretion if the Company:

**A.** Immediately upon receipt of such notice, advises the City of the reasons the default is beyond the Company's control and state Company's intention to institute all steps necessary to cure such default; and

**B.** Institutes and thereafter carries to completion with reasonable dispatch all steps necessary to cure same.

**C.** The City may terminate this Agreement for its convenience and without the requirement of an event of default by Company, which shall become effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, or illegal, including any case law holding that a Chapter 381 Economic Development Agreement such as this Agreement is an unconstitutional debt.

**3.** **RECAPTURE**. All taxes by virtue of this Agreement shall be reinstated immediately after termination of this Agreement and shall accrue without abatement for all tax years thereafter. Upon termination by the City, The City shall have the right to demand recapture from the Company for the total amount of any Grant Payment previously made while the Company was in default of its obligations hereunder. Payment of recaptured Grant Payments shall become due sixty (60) days following receipt of such demand.

The right of the City to require recapture and demand payment, and the obligation of Company to repay such, shall survive termination of this agreement. The City Attorney has the authority, on

behalf of the City, to initiate any necessary litigation against the Company to pursue the City's remedy of recapture.

**4.** **EXCEPTION**. In the event, the Property, the Improvements and/or Business Personal Property are taken by the state or federal government through exercise of the power of eminent domain, this Agreement shall terminate to the extent the property is affected, however, the City shall not be entitled to recapture Grant Payments related thereto.

## ARTICLE VI
## INDEMNIFICATION

**1.** **COMPANY COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, OR RESULTING FROM OR RELATED TO THE COMPANY'S NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF THE COMPANY, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF THE COMPANY, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY AND UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

**2.** **COMPANY SHALL PROMPTLY ADVISE CITY, IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY AND RELATED TO OR ARISING OUT OF OWNER'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT OWNER'S COST. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING OWNER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.**

## ARTICLE VII
## GENERAL PROVISIONS

**1.** **NOTICE**. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if, (a) placed in the United States Mail with postage prepaid, return receipt requested, properly addressed to such party at the address hereinafter specified; or (b) deposited into the custody of a nationally recognized overnight delivery service such as FedEx or UPS, addressed to such party at the address hereinafter specified. Any notice mailed in the above manner shall be effective upon its deposit

into the custody of the United States Postal Service or such nationally recognized delivery service, as applicable; all other notices shall be effective upon receipt. A party may designate a different address by giving the other party ten (10) days written notice. All notices must be filed with the City Tax Assessor-Collector.

**TO THE COMPANY:**

**Clear Choice Hospital, LLC.**
ATTN: Victor Vasquez Jr.
President/Chairman
7105 Bartlett Ave. Suite 101
Laredo, TX 78041

**TO THE CITY:**

**CITY OF LAREDO**
ATTN: Joseph W. Neeb
City Manager
1110 Houston Street
PO Box 579
Laredo, TX 78042-0579

**A.** **CONDITION**. This Agreement is conditioned entirely upon the approval of the Laredo City Council by the affirmative vote of a majority of the members at a scheduled meeting.

**B.** **ASSIGNMENT**. If the Company sells, assigns or exchanges the Project, this Agreement shall cease and any subsequent Grant Payments shall be subject to recapture. However, City Council, at their discretion, may consider Amending the Agreement to accommodate such new owner. A written request must be made by the new owner to the City Tax Assessor-Collector.

**C.** **AMENDMENT**. This Agreement may be terminated, changed, modified, or amended in whole or in part by mutual written agreement between the Parties, their successors or assigns and as approved by the governing body of the City. No amendment, modification, or alteration of the terms hereof shall be binding unless in writing dated subsequent to the date of this Agreement and duly authorized by the parties. The Company acknowledges that City Council approval is required for any of these actions.

**D.** **SEVERABILITY**. In the event any section, subsection, paragraph, subparagraph, sentence, phrase or work herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase or word. In such event there shall be substituted for such deleted provision that is valid, legal and enforceable. This Agreement constitutes the entire Agreement between the parties related to the subject matter herein and supersedes all prior, oral or written agreements, commitments or understandings with respect to the matters provided for herein.

**E.** **EMPLOYMENT OF UNDOCUMENTED WORKERS**. During the term of this Agreement, the Company agrees to not knowingly employ any undocumented workers and

if convicted of a violation under U.S.C. Section 1324a(f) such action shall be an Event of Default and the Company shall be liable for repayment of taxes previously rebated and any other funds received by the Company from the City after the date of such violation. Such repayment shall be due within one-hundred and twenty (120) days after the date the Company is notified by the City of such violation. The Company is not liable for an unknown violation of this Section by a subsidiary, affiliate, or franchisee of the Company or by a person with whom the Company contracts provided however that identical federal law requirements provided for herein shall be included as part of any agreement or contract which the Company enters into with any subsidiary, assignee, affiliate, or franchisee.

**F.** **COMPANY STANDING**. The Company, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or City Council actions authorizing same, and the Company shall be entitled to intervene in said litigation.

**G.** **GOVERNING LAW**. The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Laredo, Webb County, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in Webb County, Texas.

**H.** **INDEPENDENT CONTRACTOR**. It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, the Company at no time will be acting as an agent of the City and that all consultants or contractors engaged by the Company respectively will be independent contractors of the Company; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that the City will not be liable for any claims that may be asserted by any third party occurring in connection with the obligations performed by the Company respectively under this Agreement, unless any such claims are due to the fault of City.

**I.** **ACCESS TO INFORMATION**. The Company agrees to provide the City access to information related to the during regular business hours upon reasonable notice. The City shall have the right to require the Company to submit any necessary information, documents, invoices, receipts or other records to verify the completion of the Project by Company. During the Term of this Agreement, Company shall allow designated representatives of the City access to the Facility during normal business hours and, upon notice to Company, to inspect the Facility and Business Personal Property to determine if the terms and conditions of this Agreement are being met, as long as City representatives are accompanied by Company's representative and as long as such inspections are conducted in such a manner as to: (i) not unreasonably interfere with the operation of the Facility; and (ii) comply with Company's reasonable securing requirements.

**J.** **REMEDIES**. No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

**K.** **HEADINGS**. The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**EXECUTED** on this _____ day of _____, 2024.

- **Clear Choice Hospital, LLC.**

**_____ _____/DATE/_____**

**Printed Name: Victor Vasquez, Jr._____**

**Position: President/Chairman _____**

- **FOR CITY OF LAREDO**

**_____ _____/DATE/ _____**

**Printed Name: Joseph W. Neeb_____**

**Position: City Manager_____ _____**

- **ATTEST:**

**_____ _____/DATE/_____**
**Mario I. Maldonado, Jr.**
**City Secretary**

**APPROVED AS TO FORM:**

**_____ _____/DATE/_____**
**Doanh T. Nguyen**
**City Attorney**

## Exhibit A.3 List of Employees

| | Baseline | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 |
|---|---|---|---|---|---|---|---|---|---|
| ED | 12.98 | 12.98 | 14.93 | 17.17 | 18.89 | 19.83 | 20.13 | 20.43 | 20.74 |
| OP & IP Surgical | 14.09 | 14.09 | 22.84 | 25.56 | 27.88 | 29.86 | 30.21 | 30.59 | 30.98 |
| IP (Med/Surg) | 22.94 | 5.10 | 7.65 | 10.20 | 12.75 | 15.29 | 17.84 | 20.39 | 22.94 |
| L&D | 58.97 | 14.74 | 17.69 | 23.59 | 29.48 | 35.38 | 41.28 | 47.17 | 53.07 |
| ICU/CCU | - | - | - | - | - | - | - | - | - |
| Ancillary | 21.00 | 21.00 | 21.00 | 21.00 | 21.00 | 21.00 | 21.00 | 21.00 | 21.00 |
| Wound Care Nurse | - | - | - | - | - | - | - | - | - |
| Respiratory Therapist | - | - | - | - | - | - | - | - | - |
| Case Management | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 |
| Central Supply/Sterilization Tech | 4.00 | 4.00 | 4.00 | 4.00 | 4.00 | 4.00 | 4.00 | 4.00 | 4.00 |
| Pharmacist | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Pharmancy Technician | 4.00 | 4.00 | 4.00 | 4.00 | 4.00 | 4.00 | 4.00 | 4.00 | 4.00 |
| Dieticians | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Dietary | - | - | - | - | - | - | - | - | - |
| Cafeteria Chef | - | - | - | - | - | - | - | - | - |
| Cafeteria Servers | 4.00 | 4.00 | 4.00 | 4.00 | 4.00 | 4.00 | 4.00 | 4.00 | 4.00 |
| Environmental Services/Housekeeping | 4.00 | 4.00 | 4.00 | 4.00 | 4.00 | 4.00 | 4.00 | 4.00 | 4.00 |
| Hospital CEO | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Hospital Controller | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Manager: Surgical Services | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Manager: L&D | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Manager: Plant Operations | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Director: Quality & Risk | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Director: Registration and HIM | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Director: Laboratory | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Director: Radiology | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Director: OR/Surgery Services | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Director: Ancillary/Other | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Director: Environmental Services/Housekeeping | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Director: Dietary | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Director: Pharmacy | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Mechanical/Engineering | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 |
| Security | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 |
| Registration clerks | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 |
| Placeholder | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 |
| Administrative Assistant | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 |
| Total FTE's | 179.98 | 117.91 | 134.11 | 147.51 | 160.00 | 171.37 | 180.46 | 189.58 | 198.73 |

**Exhibit A.5 Legal Description**

**DESCRIPTION for a TRACT OF LAND containing 14.55 acres, more or less, situated in Porcion 22, Doña Maria Jesus Sanchez, Original Grantee, Abstract 277, and Porcion 23, Leonardo Sanchez, Original Grantee, Abstract 283, Webb County, Texas**

A tract of land containing 14.55 acres, more or less, situated in Porcion 22, Doña Maria Jesus Sanchez, Original Grantee, Abstract 277, and Porcion 23, Leonardo Sanchez, Original Grantee, Abstract 283, Webb County, Texas, said 14.55 acres, more or less, being partially out of a tract of land called to contain 60.08 acres conveyed to Charco Land Sales, L.L.C., as recorded in Volume 5577, Pages 691-707, Official Public Records, Webb County, Texas, and partially out of a tract of land called to contain 200.68 conveyed to Charco Land Sales, L.L.C., as recorded in Volume 5577, Pages 691-707, Official Public Records, Webb County, Texas, said tract of land being more particularly described by metes and bounds as follows:

**COMMENCING** at a ½" iron rod (GPS Coordinates: N:17108554.0157, E:677155.2405) found at the intersection of US 59 Loop (Bob Bullock Loop 20) (R.O.W. Varies) and Shiloh Drive (120-ft. R.O.W.), same being an exterior corner of Lot 3, Block 2, Shiloh Crossing Subdivision, as recorded in Volume 38, Page 71, Plat Records, Webb County, Texas, and the northeast corner of Lot 1, Block 1, Killam–Loop 20 Billboard #2, as recorded in Volume 33, Page 79, Plat Records, Webb County, Texas; **THENCE,** N 48° 10' 38" E, a distance of 502.45 feet to a TxDOT R.O.W. Monument (GPS Coordinates: N: 17108889.0641, E: 677529.6723) found on the new east right-of-way line of said US 59 Loop (Bob Bullock Loop 20), same monument being the **POINT OF BEGINNING** of this tract of land containing 14.55 acres, more or less, an exterior corner hereof;

**THENCE**, along the new east right-of-way line of the US 59 Loop (Bob Bullock Loop 20), the following calls and distances:

**THENCE**, N 38° 36' 03" W, a distance of 120.00 feet to a TxDOT R.O.W. Monument found, an interior corner hereof;

**THENCE**, N 83° 36' 03" W, a distance of 205.06 feet to a TxDOT R.O.W. Monument found, an exterior corner hereof;

**THENCE**, N 38° 36' 03" W, a distance of 1,094.43 feet to a ½" iron rod set, an exterior corner hereof;

**THENCE**, S 83° 36' 03" E, a distance of 35.36 feet to a ½" iron rod set, an interior corner hereof;

**THENCE**, N 51° 23' 57" E, a distance of 313.08 feet to a ½" iron rod set, same being the point of curvature of a 1,220.00-foot radius curve to the left, having a delta of 14° 26' 55", a tangent of 154.65 feet, and a chord of N 44° 10' 29" E – 306.84 feet;

**THENCE**, along the arc of said 1,220.00-foot radius curve to the left, a distance of 307.66 feet to a ½" iron rod set, an exterior corner hereof;

**THENCE**, S 38° 18' 28" E, a distance of 82.55 feet to a ½" iron rod set, same being the point of curvature of a 1,300.00-foot radius curve to the right, having a delta of 7° 42' 23", a tangent of 87.56 feet, and a chord of S 41° 43' 47" W – 174.72 feet, an exterior corner hereof;

**THENCE**, along the arc of said 1,300.00-foot radius curve to the right, a distance of 174.85 feet to a ½" iron rod set, an interior corner hereof;

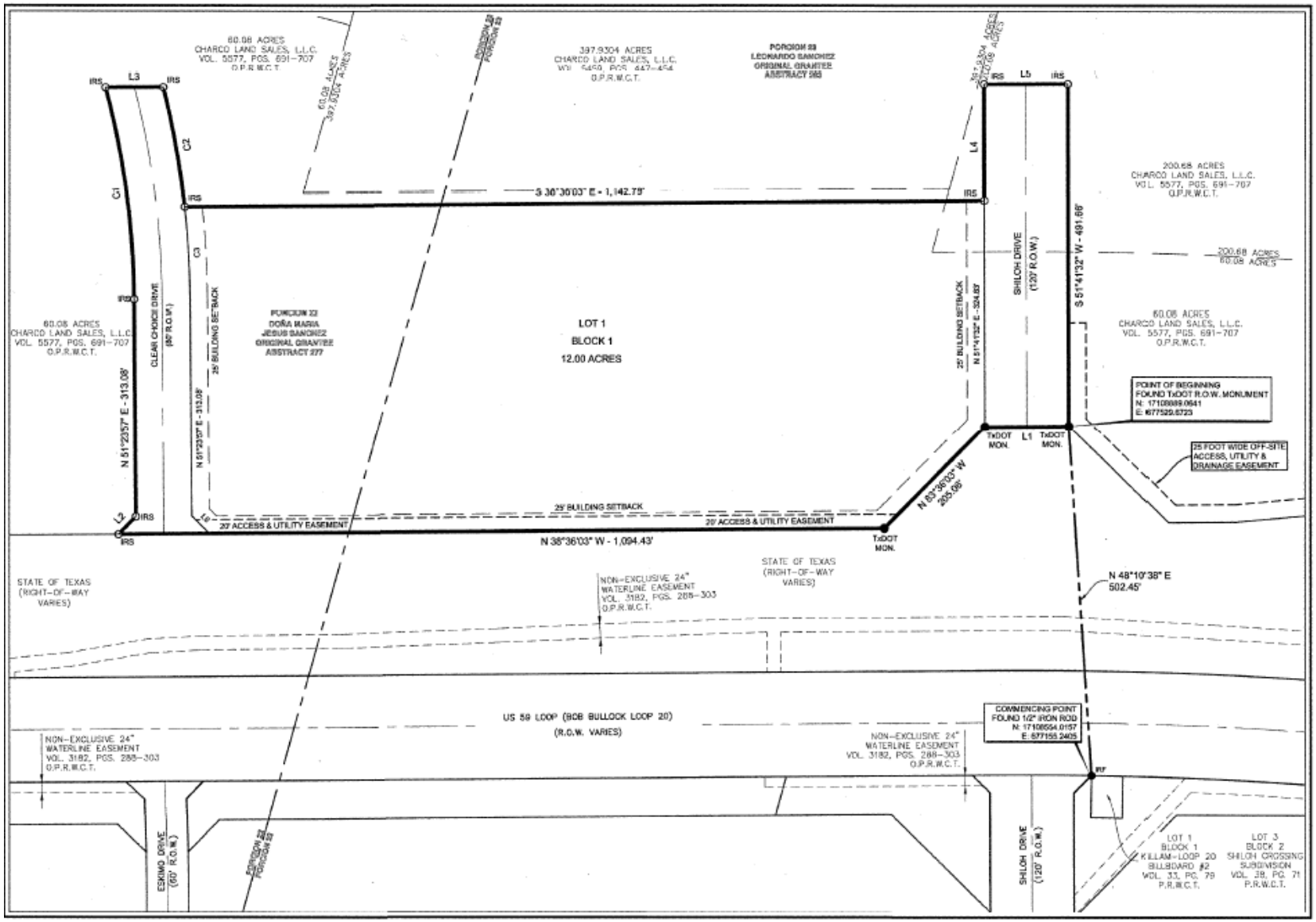
**THENCE**, S 38° 36' 03" E, at 1,088.16 feet past the common boundary line between the said 60.08-acre tract and the said 200.68-acre tract, a total distance of 1,142.79 feet to a ½" iron rod set, an interior corner hereof;

**THENCE**, N 51° 41' 32" E, a distance of 167.44 feet to a ½" iron rod set, an exterior corner hereof;

**THENCE**, S 38° 18' 28" E, a distance of 120.00 feet to a ½" iron rod set, an exterior corner hereof;

**THENCE**, S 51° 41' 32" W, at 249.53 feet past the common boundary line between the said 200.68-acre tract and the said 60.08-acre tract, a total distance of 491.66 feet to the **POINT OF BEGINNING** of this tract of land containing 14.55 acres, more or less.

**Basis of Bearings: Texas Coordinate System of 1983, South Zone 4205.**


60.08 ACRES
CHARCO LAND SALES, L.L.C.
VOL. 5577, PGS. 691-707
O.P.R.W.C.T.
397.9304 ACRES
CHARCO LAND SALES, L.L.C.
VOL. 5459, PGS. 447-454
O.P.R.W.C.T.
PORCION 22
LEONARDO SANCHEZ
ORIGINAL GRANTEE
ABSTRACT 283
200.68 ACRES
CHARCO LAND SALES, L.L.C.
VOL. 5577, PGS. 691-707
O.P.R.W.C.T.
PORCION 22
DOÑA MARIA
JESUS SANCHEZ
ORIGINAL GRANTEE
ABSTRACT 277
LOT 1
BLOCK 1
12.00 ACRES
CLEAR CHOICE DRIVE
(85' R.O.W.)
SHILOH DRIVE
(120' R.O.W.)
25' BUILDING SETBACK
20' ACCESS & UTILITY EASEMENT
S 30°36'03" E - 1,142.79'
N 38°36'03" W - 1,094.43'
S 51°41'32" W - 491.66'
N 51°23'57" E - 313.08'
N 51°41'32" E - 324.69'
N 83°36'03" W
205.09'
N 48°10'38" E
502.45'
POINT OF BEGINNING
FOUND TxDOT R.O.W. MONUMENT
N: 17109889.0541
E: 677529.6723
25 FOOT WIDE OFF-SITE
ACCESS, UTILITY &
DRAINAGE EASEMENT
TxDOT MON.
L1
L2
L3
L4
L5
C1
C2
C3
IRS
IRF
STATE OF TEXAS
(RIGHT-OF-WAY
VARIES)
NON-EXCLUSIVE 24"
WATERLINE EASEMENT
VOL. 3182, PGS. 288-303
O.P.R.W.C.T.
US 59 LOOP (BOB BULLOCK LOOP 20)
(R.O.W. VARIES)
COMMENCING POINT
FOUND 1/2" IRON ROD
N: 17108554.0157
E: 677155.2405
ESKIMO DRIVE
(60' R.O.W.)
LOT 1
BLOCK 1
KILLAM-LOOP 20
BILLBOARD #2
VOL. 33, PG. 79
P.R.W.C.T.
LOT 3
BLOCK 2
SHILOH CROSSING
SUBDIVISION
VOL. 38, PG. 71
P.R.W.C.T.

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Resolution 28.**

**SUBJECT**
A Resolution of the City Council of the City of Laredo, Texas approving a Chapter 380 Agreement between the City of Laredo and PLM Steel, LLC./AKA Prolamsa., pursuant to an economic development incentive under Chapter 380 of the Texas Local Government Code and authorizing the City Manager to execute all relevant documents, and any other matters incident thereto; providing for severability; providing for an effective date; and providing for publication. The 5 year agreement obligates Project PLM to invest an aggregate estimated amount of $100,000,000.00 and create at least 60 new permanent jobs. Rebates will be based on performance.

**PREVIOUS COUNCIL ACTION**
During the June 24, 2024 City Council Meeting in Executive Session, Council motioned to approve the request to move forward with negotiations regarding an incentive to PLM Steel, LLC. pursuant to Chapter 380 of the Texas Government Code, and to have the City Manager and City Attorney proceed accordingly to provide the best and final offer to PLM Steel, LLC. and authorize the City Manager and the Mayor to sign all relevant documents.

**BACKGROUND**
Click or tap here to enter text.

**COMMITTEE RECOMMENDATION**
Click or tap here to enter text.

**STAFF RECOMMENDATION**
Recommends approval of this Resolution

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | Click or tap here to enter text. |
| Budgeted Y/N?: | Click or tap here to enter text. |
| Source of Funds: | Click or tap here to enter text. |
| Account #: | Click or tap here to enter text. |
| Change Order: Exceeds 25% Y/N: | Click or tap here to enter text. |

**FINANCIAL IMPACT:**
No fiscal impact until 2026.

**RESOLUTION NO. 2024-R-240**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS APPROVING A CHAPTER 380 AGREEMENT BETWEEN THE CITY OF LAREDO AND PLM STEEL TUBES, LLC AKA PROLAMSA, PURSUANT TO AN ECONOMIC DEVELOPMENT INCENTIVE UNDER CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL RELEVANT DOCUMENTS, AND ANY OTHER MATTERS INCIDENT THERETO; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION. THE 5 (FIVE) YEAR AGREEMENT OBLIGATES PROJECT PLM TO INVEST AN AGGREGATE ESTIMATED AMOUNT OF AT LEAST $100,000,000.00 IN AN ESTIMATED 85,000 SQUARE FEET OF A STEEL TUBE MANUFACTURING AND WAREHOUSE FACILITY (DEVELOPMENT) AND CREATE AT LEAST 60 (SIXTY) NEW FULL-TIME PERMANENT JOBS AND RETAIN 41 (FORTY ONE) WITH MINIMUM PAY STARTING AT $13.38/HOUR PLUS BENEFITS GENERATING A TOTAL OF APPROXIMATELY $1,524,000.00 IN NEW ANNUAL PAYROLL. REBATES WILL BE BASED ON PERFORMANCE.**

This Chapter 380 Economic Development Program ("Agreement") is made and entered into by and between the **CITY OF LAREDO ("CITY)** a Texas home-rule municipal corporation and **PLM STEEL TUBES, LLC AKA PROLAMSA ("COMPANY")**, a corporation authorized to do business in Texas, for the purposes and considerations stated below:

**WHEREAS,** under Article III, Section 52-a of the Texas Constitution ("Texas Constitution") and Chapter 380 of the Texas Local Government Code ("Chapter 380") the governing body of a municipality may establish and provide for the administration of a program for making loans and grants of public money to promote state or local economic development and to stimulate business and commercial activity in the municipality and thereby advancing the public purposes of developing and diversifying the economy of the state, eliminating unemployment or underemployment in the state, or expanding transportation or commerce in the state; and

**WHEREAS,** the City has identified lawfully available funds from which it may make grant payments annually to the Company in the form of rebates, and to which amounts are based

on the Company's City of Laredo real property and personal property taxes as determined in accordance with the Agreement; and

**WHEREAS,** the Company desires to develop approximately 31 acres of real property within the City's corporate limits located at North Webb Industrial Park Phase III with 85,000 square feet in facility improvements ("Property"); and

**WHEREAS,** the Company expects to invest approximately $100,000,000 in the project, which includes costs for land, improvements and equipment; and

**WHEREAS,** over the term of the Agreement, the project is expected to create at least 60 new full-time permanent jobs and retain 40 with a minimum wage of $13.85 per hour with standard personnel benefits in addition to hundreds more temporary full-time jobs during the construction phase of the project; and

**WHEREAS,** the parties agree that all conditions precedent for the Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings, if any, have been conducted in accordance with Texas law;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS THAT:**

**SECTION 1. FINDINGS.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**SECTION 2. CHAPTER 380 PROGRAM.** The Agreement is hereby adopted as an Economic Development Program pursuant to Chapter 380 of the Texas Local Government Code.

**SECTION 3. AUTHORIZATION.** The City Manager for the City of Laredo is hereby authorized to execute the Agreement, and to execute all documents necessary to accomplish the purposed of this Resolution and administer the Program adopted hereby, provided said Agreement is first fully executed by a duly authorized representative of the Company.

**SECTION 4. OPEN MEETING.** It is hereby found and determined that the meeting at which this Resolution as passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect upon its adoption.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____ 2024.**

_____

**DR. VICTOR D. TREVINO**
**MAYOR, CITY OF LAREDO**

**ATTEST:**

_____

**MARIO I. MALDONADO JR.**
**CITY SECRETARY**

**APPROVED AS TO FORM:**

_____

**DOANH "ZONE" T. NGUYEN**
**CITY ATTORNEY**

**STATE OF TEXAS** §
§
**COUNTY OF WEBB** §

**EXHIBIT A**

**CHAPTER 380 ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN THE CITY OF LAREDO, TEXAS AND PLM STEEL TUBES, LLC. AKA PROLAMSA**

This Chapter 380 Economic Development AMENDED Grant Agreement (the "Agreement") is made and entered into by and between the **CITY OF LAREDO**, a municipal corporation of the State of Texas, (the "City"), acting by and through its City Manager or his designee and **PLM STEEL TUBES, LLC AKA PROLAMSA,** a limited liability company registered to transact business in the State of Texas, (the "Company"), acting by and through its duly authorized officers. The City and the Company may be individually referred to as a "Party" and jointly as the "Parties."

## ARTICLE I
## RECITALS

The recitals set forth in City Council Resolution **No 2024-R-240** are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

## ARTICLE II
## AUTHORITY AND TERM

**1.** **AUTHORITY**. This Agreement is entered into pursuant to:

**A.** Article III, Section 52-a of the Texas Constitution ("Texas Constitution") and Chapter 380 of the Texas Local Government Code; Title 12, Subtitle A.

**B.** City Council Resolution **No. 2024-R-240** which specifically and originally approved this Agreement.

**2.** **TERM**. This Amended Agreement shall be effective as of the date of execution by all parties. This Agreement will terminate on the date all obligations under this Agreement have been fulfilled unless earlier terminated pursuant to Article V, or otherwise extended by mutual written agreement of the Parties. The Company's eligibility for Grant Payments (hereinafter defined) shall be limited to eight (8) consecutive years (the "Grant Period") within the term of the Agreement.

**DEFINITIONS**

**The following words shall have the following meanings when used in this Agreement.**

**3.** **AGREEMENT**. The word "Agreement" means this Chapter 380 Economic Development Agreement, together with all exhibits attached to this Agreement.

**4.** **BUSINESS PERSONAL PROPERTY**. The words "Business Personal Property" mean any taxable tangible personal property that is (i) subject to ad valorem taxation by the City; (ii) is legally considered to be located on the Facility (as the term is defined below) and used in operation of the business; (iii) was not located on the Facility prior to the effective date of this agreement; and (iv) is owned or leased by the Company.

**5.** **CITY**. The word "City" means the City of Laredo, Texas.

**6.** **COMPANY**. The word "Company" means PLM Steel Tubes, LLC. AKA Prolamsa

**7.** **FACILITY**. The word "Facility" means the estimated 112,000 square feet of an acute care general hospital in Laredo, Texas to be constructed by the Company on the below-defined Site.

**8.** **FULL-TIME JOBS**. A "Full Time Job" means a job with no predetermined end date (other than a retirement date), with a regular work week of 35 hours or more on average for the entire normal year of local Company operations or for the entire time the position has been in existence (if less than one calendar year), and with benefits substantially equivalent to other regular employees of the Company and that satisfies the requirements set forth in Article III, hereof.

**9.** **EMPLOYMENT RECORDS**. Means records reasonably necessary to verify employment and compensation levels during any Operational Year. These records include, but are not limited to, Employer' s Quarterly Federal Tax Returns (IRS Form 941), Texas Employment Commission Employer's Quarterly Reports, Employer' s Annual Tax Returns (IRS Form 940- EZ), Employee list, employment status, etc. COMPANY will not be required to disclose any performance review records or any other materials that are subject to nondisclosure requirements. To the extent authorized by Texas law, CITY and the COMPANY will keep the Employee records confidential

**10.** **PROJECT**. The word "Project" means (i) the Facility and related improvements (collectively, the "Improvements") to be constructed by the Company on the Site, (ii) the Site described below on which the Improvements are to be constructed; and (iii) the Business Personal Property to be installed or located at the Facility to support the operation.

**11.** **GRANT PAYMENT**. The words "Grant Payment" mean a payment from the City to the Company on a yearly basis based on real property city taxes and business personal property taxes on the terms of this agreement so long as the Company is able to meet the minimum criteria regarding the number of new permanent full-time jobs, benefits, minimum improvement valuation and submits the yearly annual certification.

**12.** **GRANT PERIOD**. The words "Grant Period" mean the period beginning on January 1 of Year 1 (hereinafter defined and continuing for eight (8) years during which the Company is eligible to receive Grant Payments from the City.

**13.** **SITE**. The word "Site" means the real property upon which the Improvements are to be constructed, located at **Lot 2, Lot 3, Lot 4, and Lot 5, Block 3, North Webb Industrial Park, Phase III – Part B** in the City, consisting of approximately 14.55 acres and more particularly described on **Exhibit A.5 and** attached hereto and incorporated herein by reference.

**14.** **Year 1**. The words "Year 1" shall mean the calendar year immediately following the earlier of the year in which (a) the Project is completed or (b) the Company has received a Certificate of Occupancy and has placed the Project into service or operation, but in no case shall Year 1 be later than 2026.

## ARTICLE III
## PROJECT REQUIREMENTS

**COMPANY'S OBLIGATIONS**. The obligation of the City to provide the Grant Payments to the Company shall be conditioned upon the Company's continued substantial compliance with and satisfaction

of each of the following conditions set forth in this Agreement, as solely and finally determined by the City Council:

**1.** The Company will invest the aggregate estimated amount of at least $100,000,000 (One Hundred million Dollars) (the "Project Investment") towards the construction and completion of the Project. The approximate capital costs for the Project **are $9,164,000 the Site and $90,836,000 for completion of improvements and installation of Business Personal Property.** If Company fails to make Project Investment of $100,000,000 (One Hundred million Dollars) on the Site, Company shall not be deemed to be in default under this Agreement, but the amount of the Grant shall be reduced proportionately based on the amount by which the Project Investment is less.

**A.** Any Project Investment condition that has been met for any Year will continue to be met throughout the term of Grant Period for such Project Investment condition for so long as the Total Taxable Assessed Value of the Project does not decrease by more than twenty percent (20%) after the initial satisfaction of the Investment Condition for Year 1, which (notwithstanding any provision in this Agreement to the contrary) Total Taxable Assessed Value for any year may include the increases in the "assessed value" for such year the capital investment necessary for the replacement of Business Personal Property.

The term "Total Taxable Assessed Value" for a particular tax year means the "assessed value" by Webb County Appraisal District (within the meaning of chapter 26 of the Texas Tax Code) for property tax purposes, of the land, improvements and personal property on the property for such tax year.

**B.** The Company shall own the Site by no later than October 1, 2024, if not already procured and owned by the company at the time of application. The Company shall either provide proof of ownership document to the City within thirty (30) days after purchase has been executed, or within thirty (30) days of application if Company already owns the property.

**C.** The Company will create and then maintain no less than the following aggregate number of new Full-Time Jobs at the Project during each year of the Grant Period (each, an "Employment Condition") to achieve compliance. **See Exhibit A.1** The Company's compliance is accepted if it adds more jobs per year than required and achieves the cumulative or total number sooner than projected, however, the minimal cumulative levels must be maintained throughout the Grant Period.

**Exhibit A.1 - Jobs Table**

| | **New Full-Time Jobs** | **Cumulative Full-Time Jobs (by Oct. 1 of Each Year)** |
|---|---|---|
| **Year 1** | **25** | **25** |
| **Year 2** | **35** | **60** |
| **Year 3** | **0** | **60** |

| | | |
|---|---|---|
| **Year 4** | **0** | **60** |
| **Year 5** | **0** | **60** |
| **Year 6** | **0** | **60** |
| **Year 7** | **0** | **60** |
| **Year 8** | **0** | **60** |

**D.** The Company, following completion of the Project and commencement of operations, shall provide that all new employees filling a Full-Time Job as part of this project will be entitled to health insurance, sick and vacation/paid time off, performance bonuses, workers compensation or occupational hazard insurance and that some benefits will be accessible to the employees' dependents throughout the term of this Agreement. The Parties agree that the benefits described in **Exhibit A.2** satisfy the Employment Conditions.

**Exhibit A.2 - Benefits**

| **Benefits** | **Cumulative Full-Time Jobs (by Oct. 1 of Each Year) Receiving Benefits** | | | | |
|---|---|---|---|---|---|
| | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** |
| **Medical** | **26** | **35** | **60** | **60** | **60** |
| **Dental** | **26** | **35** | **60** | **60** | **60** |
| **Vision** | **26** | **35** | **60** | **60** | **60** |
| **Short Term Disability** | **26** | **35** | **60** | **60** | **60** |
| **Retirement** | **26** | **35** | **60** | **60** | **60** |

**E.** The Company, following completion of the Project and commencement of operations, shall provide that all employees filling a new Full-Time Job will be paid at a minimum rate of $13.85.00 per hour, regardless of position. The expected positions and wage scale are more specifically described in **Exhibit A.3** attached hereto and made part hereof for all intents and purposes.

**F.** The Project shall be developed at location (and any obligations described herein, related to such) shall be in accordance with the ordinances, rules, and regulations of the City, subject to any variances, approvals, and applicable laws authorizing the Project to vary from any such regulations.

**G.** The Company shall be subject to an audit (by the City or the City's third-party designee) annually in the month of October for the term of this Agreement, in regard to the level of investment valuation (as assessed by the Webb County Appraisal District) number of employees, wages of employee positions created, filled and maintained, benefits and other applicable information pertaining to conditional requirements as set in this Agreement. Company shall have the right to contest the appraised value of the Site and Facility

as provided by law. However, Company covenants and agrees that during the term of this Agreement it shall not challenge or permit anyone else to take actions on its behalf to challenge any assessments by the Webb County Appraisal District at the Total Taxable Assessed Value for Year 1 or lower.

**H.** The Company shall not sell or lease any interest in the property to a member of the Laredo City Council, Planning & Zoning Commission or City officer as long as this Agreement is in effect.

**I.** The Company shall at all times comply with the City's building codes and zoning regulations in addition to all applicable rules, regulations, environmental laws, land use covenants and other restrictions of record. Company shall be solely responsible for obtaining any permits, licenses, certificates, or any other required documentation or approvals for the operation of the business on the Site.

**J.** Company shall allow the City or its agents reasonable access and inspect operating records, accounting, books and any other records related to the economic development considerations and incentives described herein, which are in Company's, possession, custody or control, for purposes of verifying the expenditures generated by the Development and for audit, if so requested by the City. The confidentiality of such records will be maintained in accordance with and subject to all applicable laws including the Public Information Act, Chapter 552, Texas Government Code. Further, Company shall allow the City reasonable access to the subject property owned or controlled by Company for inspections during construction of the Facility. All inspections will be made only after giving at least twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and or operations of the Company or the Facility. For physical inspections, any inspection will be made with one (1) or more representatives of Company, and in accordance with its safety standards, if any.

**K.** The City reserves the right to confirm Company's compliance with the terms and conditions of this Agreement. City will provide the Company with a written report of the findings. If the monitoring notes deficiencies in the Company's performance under terms of Agreement, the monitoring report shall include corrections for such deficiencies by Company and a reasonable amount of time in which to attain compliance.

**2.** **CITY'S OBLIGATIONS**. As consideration for the Company's performance of its obligations under this Agreement, during the Term of the Agreement, City shall provide Company the following:

**A.** **GRANT PAYMENTS**. An annual Grant Payment to the Company based on the Company's City of Laredo real property M&O and personal property taxes as determined below (the "Grant Payment Formula") for Year the Company satisfies Performance Conditions.

**EXHIBIT A.4 – "Grant Payment Formula"**

| Term Year | Total estimated assessed value of real property plus land | Percentage tax rebate of total valuation | Estimated assessment of equipment and tangible business property | Percentage tax rebate personal business property |
|---|---|---|---|---|
| | | | | |
| **YR 1** | **$40.0M** | **85%** | **$48 million** | **80%** |
| **YR 2** | **$40.8M** | **85%** | **$48 million** | **80%** |
| **YR 3** | **$41.6M** | **85%** | **$48 million** | **80%** |
| **YR 4** | **$42.4M** | **85%** | **$48 million** | **80%** |
| **YR 5** | **$43.2M** | **85%** | **$48 million** | **80%** |
| | | | | |

**B.** If the Company fails to substantially satisfy any of the Employment Conditions or the Project Investment conditions included in Article III, or an Annual Certification reasonably acceptable to the City, then no Grant Payment will be considered and Company would be considered non-compliant.

**C.** The Grant period shall commence on Year 1. The City will make the first Grant Payment after the full calendar year assessment and payment pursuant to the timeline described in the following Section D.

**D.** The Company shall pay to the City ad-valorem taxes assessed on the Land, Improvements, and Business Personal Property in each year prior to the beginning of the Grant Payment Period. Commencing at Year 1, the City will annually issue each Grant Payment to Company on or before the ninetieth (90th) day following the City receiving written notice, as provided herein, from the Company that such taxes have been paid in full. Prior to issuance of a Grant Payment, the City shall annually verify the Employment Conditions above. The written notice from Company to the City that relevant property taxes have been paid in full shall include a copy of the paid tax receipt or other proof such taxes have been paid.

**E.** The Company acknowledges the Total Assessed Value described herein is estimated based on the Project Investment and that the Taxable Assessed Value may rise or decline during the Grant Period. The Company shall retain the right to protest and/or contest such appraisals. Grant payments total over agreement period shall not exceed $1.6 Million.

## ARTICLE IV
## ANNUAL CERTIFICATION

**1.** **ANNUAL CERTIFICATION**. Beginning October 1 of Year 1, and during the month of October of each calendar Year thereafter during the Term, the Company submit to a review for annual certification to meet compliance with each applicable term of the Agreement. Such annual certification shall include employment records and other documents that show:

- Number of new jobs created
- Number of cumulative jobs maintained
- Employee benefits offered/used
- Receipt of taxes paid
- Other information relevant to the project's development and operation

If the Company fails to timely submit to an Annual Certification for a particular year, the City may give the Company written notice of its failure to timely submit, and the Company shall have thirty (30) calendar days from the date on which such written notice is given in which to submit to such annual certification.

Concurrent with the submittal of the annual certification, Company will submit to the City, or its designee, documentation as may be reasonably necessary to verify the expenditures to date of the Project Investment which have not otherwise been verified as part of a prior certification. The City, or its designee, will provide to Company a written explanation for any expenditures that the City determines cannot be verified. Company may submit additional documentation to the City, or its designee, in order to obtain verification.

## ARTICLE V
## TERMINATION/RECAPTURE

**1.** **ACTS TRIGGERING TERMINATION**. During the Grant Payment Period covered by this Agreement, the City may, subject to the notice provisions below, declare a default of this Agreement by the Company if the Company:

**A.** Refuses or neglects to comply with any of the terms of this Agreement; or

**B.** Makes representation that is false or misleading in any material respect to any of the terms of this Agreement; or

**C.** Substantially fails to satisfy the Investment Conditions hereof such that in any Year of the Grant Payment period, the Total Assessed Value is less than the minimum amount set for in Article, III (1)A; or

**D.** Materially breaches any of the terms or conditions of this Agreement and such default or breach is not cured as provided below following written notice thereof by the City; or

**E.** Ceases conducting produce distribution enterprise business during the Grant Payment Period at the Project for a period of six (6) months or more for any reason other than suspension due to fire, explosion, accident, natural disaster or other casualty, or

**F.** Fails to submit to City the Annual Certification as required by Article IV following notice of such failure; or

**G.** Allows the ad valorem taxes due on the Project to become delinquent without timely and properly filing a protest under Chapter 41 of the Texas Property Tax Code; or

**H.** By mutual written agreement of the parties.

**2.** **NOTICE OF TERMINATION**. In the event that the City makes a reasonable determination that the Company has materially defaulted under this Agreement, then City shall give Company written notice of such. Company shall have sixty (60) days following receipt of said written notice to reasonably cure such default or this Agreement may be terminated by the City. Notice of default

shall be in writing and shall be attempted or delivered by certified mail to the Company at the address provided in Section VI of this Agreement. If default is not cured with sixty (60) days from the date of such notice (the "Cure Period") then the Agreement may be terminated at the City's sole option. However, in the case of default for causes beyond the Company's reasonable control and which cannot, with due diligence, be cured within such sixty (60) day period, the Cure Period may be extended in the City's sole discretion if the Company:

**A.** Immediately upon receipt of such notice, advises the City of the reasons the default is beyond the Company's control and state Company's intention to institute all steps necessary to cure such default; and

**B.** Institutes and thereafter carries to completion with reasonable dispatch all steps necessary to cure same.

**C.** The City may terminate this Agreement for its convenience and without the requirement of an event of default by Company, which shall become effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, or illegal, including any case law holding that a Chapter 381 Economic Development Agreement such as this Agreement is an unconstitutional debt.

**3.** **RECAPTURE**. All taxes by virtue of this Agreement shall be reinstated immediately after termination of this Agreement and shall accrue without abatement for all tax years thereafter. Upon termination by the City, The City shall have the right to demand recapture from the Company for the total amount of any Grant Payment previously made while the Company was in default of its obligations hereunder. Payment of recaptured Grant Payments shall become due sixty (60) days following receipt of such demand.

The right of the City to require recapture and demand payment, and the obligation of Company to repay such, shall survive termination of this agreement. The City Attorney has the authority, on behalf of the City, to initiate any necessary litigation against the Company to pursue the City's remedy of recapture.

**4.** **EXCEPTION**. In the event, the Property, the Improvements and/or Business Personal Property are taken by the state or federal government through exercise of the power of eminent domain, this Agreement shall terminate to the extent the property is affected, however, the City shall not be entitled to recapture Grant Payments related thereto.

## ARTICLE VI
## INDEMNIFICATION

**1.** **COMPANY COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, OR RESULTING FROM OR RELATED TO THE COMPANY'S NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF THE COMPANY, ANY AGENT, OFFICER, DIRECTOR,**

**REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF THE COMPANY, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY AND UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

**2.** **COMPANY SHALL PROMPTLY ADVISE CITY, IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY AND RELATED TO OR ARISING OUT OF OWNER'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT OWNER'S COST. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING OWNER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.**

## ARTICLE VII
## GENERAL PROVISIONS

**1.** **NOTICE**. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if, (a) placed in the United States Mail with postage prepaid, return receipt requested, properly addressed to such party at the address hereinafter specified; or (b) deposited into the custody of a nationally recognized overnight delivery service such as FedEx or UPS, addressed to such party at the address hereinafter specified. Any notice mailed in the above manner shall be effective upon its deposit into the custody of the United States Postal Service or such nationally recognized delivery service, as applicable; all other notices shall be effective upon receipt. A party may designate a different address by giving the other party ten (10) days written notice. All notices must be filed with the City Tax Assessor-Collector.

**TO THE COMPANY:**

**PLM Steel Tubes, LLC / AKA Prolamsa**
ATTN: Jose Garza
Director
12002 Auburn Road, Laredo
Laredo, TX 78045

**TO THE CITY:**

**CITY OF LAREDO**
ATTN: Joseph W. Neeb
City Manager
1110 Houston Street
PO Box 579
Laredo, TX 78042-0579

**A.** **CONDITION**. This Agreement is conditioned entirely upon the approval of the Laredo City Council by the affirmative vote of a majority of the members at a scheduled meeting.

**B.** **ASSIGNMENT**. If the Company sells, assigns or exchanges the Project, this Agreement shall cease and any subsequent Grant Payments shall be subject to recapture. However, City Council, at their discretion, may consider Amending the Agreement to accommodate such new owner. A written request must be made by the new owner to the City Tax Assessor-Collector.

**C.** **AMENDMENT**. This Agreement may be terminated, changed, modified, or amended in whole or in part by mutual written agreement between the Parties, their successors or assigns and as approved by the governing body of the City. No amendment, modification, or alteration of the terms hereof shall be binding unless in writing dated subsequent to the date of this Agreement and duly authorized by the parties. The Company acknowledges that City Council approval is required for any of these actions.

**D.** **SEVERABILITY**. In the event any section, subsection, paragraph, subparagraph, sentence, phrase or work herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase or word. In such event there shall be substituted for such deleted provision that is valid, legal and enforceable. This Agreement constitutes the entire Agreement between the parties related to the subject matter herein and supersedes all prior, oral or written agreements, commitments or understandings with respect to the matters provided for herein.

**E.** **EMPLOYMENT OF UNDOCUMENTED WORKERS**. During the term of this Agreement, the Company agrees to not knowingly employ any undocumented workers and if convicted of a violation under U.S.C. Section 1324a(f) such action shall be an Event of Default and the Company shall be liable for repayment of taxes previously rebated and any other funds received by the Company from the City after the date of such violation. Such repayment shall be due within one-hundred and twenty (120) days after the date the Company is notified by the City of such violation. The Company is not liable for an unknown violation of this Section by a subsidiary, affiliate, or franchisee of the Company or by a person with whom the Company contracts provided however that identical federal law requirements provided for herein shall be included as part of any agreement or contract which the Company enters into with any subsidiary, assignee, affiliate, or franchisee.

**F.** **COMPANY STANDING**. The Company, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or City Council actions authorizing same, and the Company shall be entitled to intervene in said litigation.

**G.** **GOVERNING LAW**. The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Laredo, Webb County, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in Webb County, Texas.

**H.** **INDEPENDENT CONTRACTOR**. It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, the Company at no time will be acting as an agent of the City and that all consultants or contractors engaged by the Company respectively will be independent contractors of the Company; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties

hereto understand and agree that the City will not be liable for any claims that may be asserted by any third party occurring in connection with the obligations performed by the Company respectively under this Agreement, unless any such claims are due to the fault of City.

**I.** **ACCESS TO INFORMATION**. The Company agrees to provide the City access to information related to the during regular business hours upon reasonable notice. The City shall have the right to require the Company to submit any necessary information, documents, invoices, receipts or other records to verify the completion of the Project by Company. During the Term of this Agreement, Company shall allow designated representatives of the City access to the Facility during normal business hours and, upon notice to Company, to inspect the Facility and Business Personal Property to determine if the terms and conditions of this Agreement are being met, as long as City representatives are accompanied by Company's representative and as long as such inspections are conducted in such a manner as to: (i) not unreasonably interfere with the operation of the Facility; and (ii) comply with Company's reasonable securing requirements.

**J.** **REMEDIES**. No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

**K.** **HEADINGS**. The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**EXECUTED** on this _____ day of _____, 2024.

- **PLM Steel Tubes LLC., / AKA PROLAMSA**

**_____ _____/DATE/_____**

**Printed Name: _____**

**Position: _____**

- **FOR CITY OF LAREDO**

**_____ _____/DATE/ _____**

**Printed Name: Joseph W. Neeb_____**

**Position: City Manager_____ _____**

- **ATTEST:**

**_____ _____/DATE/_____ ____**
**Mario I. Maldonado, Jr.**
**City Secretary**

**APPROVED AS TO FORM:**

**_____ _____/DATE/_____ ____**
**Doanh T. Nguyen**
**City Attorney**

**Exhibit A.3 List of Employees**

## Summary Year 1

| Generate Positions | Estimated Total Annual Payroll New Jobs |
|---|---|
| 26 | $ 828,256.00 |

| Retain Positions | Estimated Total Annual Payroll New Jobs |
|---|---|
| 26 | $ 828,256.00 |

| Initial HC + Retain Poistions |
|---|
| 155 |

| | Positions Above MIT | Positions Under MIT |
|---|---|---|
| Percentage | 82% | 18% |
| Positions | 127 | 28 |

### Generate Positions

| New Jobs Titles | New Hires | Hourly wage | Estimated Total Annual Payroll |
|---|---|---|---|
| Mill Operator | 4 | $ 16.50 | $ 137,280.00 |
| Electromecanic Technician | 4 | $ 18.00 | $ 149,760.00 |
| Crane Operator | 2 | $ 13.38 | $ 55,660.80 |
| Mechanic Technician | 3 | $ 16.00 | $ 99,840.00 |
| Tooling Technician | 2 | $ 14.00 | $ 58,240.00 |
| Forklift Driver | 1 | $ 15.00 | $ 31,200.00 |
| Quality Leader | 1 | $ 15.00 | $ 31,200.00 |
| Maintenance Leader | 1 | $ 17.00 | $ 35,360.00 |
| CNC Operator | 3 | $ 15.00 | $ 93,600.00 |
| Lubricator | 2 | $ 13.38 | $ 55,660.80 |
| Data Entry | 1 | $ 13.38 | $ 27,830.40 |
| Quality Auditor | 2 | $ 12.65 | $ 52,624.00 |
| **Total** | 26 | $ | 828,256.00 |

### Retain Positions

| New Jobs Titles | New Hires | Hourly wage | Estimated Total Annual Payroll |
|---|---|---|---|
| Mill Operator | 4 | $ 16.50 | $ 137,280.00 |
| Electromecanic Technician | 4 | $ 18.00 | $ 149,760.00 |
| Crane Operator | 2 | $ 13.38 | $ 55,660.80 |
| Mechanic Technician | 3 | $ 16.00 | $ 99,840.00 |
| Tooling Technician | 2 | $ 14.00 | $ 58,240.00 |
| Forklift Driver | 1 | $ 15.00 | $ 31,200.00 |
| Quality Leader | 1 | $ 15.00 | $ 31,200.00 |
| Maintenance Leader | 1 | $ 17.00 | $ 35,360.00 |
| CNC Operator | 3 | $ 15.00 | $ 93,600.00 |
| Lubricator | 2 | $ 13.38 | $ 55,660.80 |
| Data Entry | 1 | $ 13.38 | $ 27,830.40 |
| Quality Auditor | 2 | $ 12.65 | $ 52,624.00 |
| **Total** | 26 | $ | 828,256.00 |

Mill Operators, Electromecanic , Crane Operators
Tooling Tech, Mechanic, Forklift Driver
Manufacturing Tech, Quality Tech, Inventory Seeker
Forklift Helpers, Rework, SPW Clerk, Entry Op /Exit Op
Salaries

3

## Summary Year 2

| Generate Positions | Estimated Total Annual Payroll New Jobs |
|---|---|
| 35 | $ 1,072,011.20 |

| Retain Positions | Estimated Total Annual Payroll New Jobs |
|---|---|
| 26 | $ 764,171.20 |

| Initial HC + Retain Poistions |
|---|
| 181 |

| | Positions Above MIT | Positions Under MIT |
|---|---|---|
| Percentage | 83% | 17% |
| Positions | 150 | 31 |

### Generate Positions

| New Jobs Titles | New Hires | Hourly wage | Estimated Total Annual Payroll |
|---|---|---|---|
| Crane Operator | 2 | $ 13.38 | $ 55,660.80 |
| Mechanic Technician | 3 | $ 16.00 | $ 99,840.00 |
| Tooling Technician | 2 | $ 14.00 | $ 58,240.00 |
| Forklift Driver | 2 | $ 15.00 | $ 62,400.00 |
| Quality Leader | 1 | $ 15.00 | $ 31,200.00 |
| Maintenance Leader | 1 | $ 17.00 | $ 35,360.00 |
| CNC Operator | 3 | $ 15.00 | $ 93,600.00 |
| Lubricator | 2 | $ 13.38 | $ 55,660.80 |
| Data Entry | 1 | $ 13.38 | $ 27,830.40 |
| Quality Auditor | 1 | $ 12.65 | $ 26,312.00 |
| Quality Technician | 1 | $ 14.50 | $ 30,160.00 |
| Entry Mill Operator | 4 | $ 13.38 | $ 111,321.60 |
| Exit Mill Operator | 4 | $ 13.38 | $ 111,321.60 |
| Tooling Helper | 2 | $ 13.50 | $ 56,160.00 |
| Tooling Administrator | 2 | $ 15.50 | $ 64,480.00 |
| Manufacturing Engineer | 2 | $ 24.00 | $ 99,840.00 |
| SPW Clerk | 2 | $ 12.65 | $ 52,624.00 |
| **Total** | 35 | $ | 1,072,011.20 |

### Retain Positions

| New Jobs Titles | New Hires | Hourly wage | Estimated Total Annual Payroll |
|---|---|---|---|
| Crane Operator | 2 | $ 13.38 | $ 55,660.80 |
| Mechanic Technician | 0 | $ 16.00 | $ - |
| Tooling Technician | 1 | $ 14.00 | $ 29,120.00 |
| Forklift Driver | 1 | $ 15.00 | $ 31,200.00 |
| Quality Leader | 0 | $ 15.00 | $ - |
| Maintenance Leader | 0 | $ 17.00 | $ - |
| CNC Operator | 2 | $ 15.00 | $ 62,400.00 |
| Lubricator | 2 | $ 13.38 | $ 55,660.80 |
| Data Entry | 1 | $ 13.38 | $ 27,830.40 |
| Quality Auditor | 1 | $ 12.65 | $ 26,312.00 |
| Quality Technician | 1 | $ 14.50 | $ 30,160.00 |
| Entry Mill Operator | 4 | $ 13.38 | $ 111,321.60 |
| Exit Mill Operator | 4 | $ 13.38 | $ 111,321.60 |
| Tooling Helper | 2 | $ 13.50 | $ 56,160.00 |
| Tooling Administrator | 2 | $ 15.50 | $ 64,480.00 |
| Manufacturing Engineer | 1 | $ 24.00 | $ 49,920.00 |
| SPW Clerk | 2 | $ 12.65 | $ 52,624.00 |
| **Total** | 26 | $ | 764,171.20 |

Mill Operators, Electromecanic , Crane Operators
Tooling Tech, Mechanic, Forklift Driver
Manufacturing Tech, Quality Tech, Inventory Seeker
Forklift Helpers, Rework, SPW Clerk, Entry Op /Exit Op
Salaries

4

**Exhibit A.5 Legal Description**

LEGAL DESCRIPTION NO. 2 & 3
POINT OF BEGINNING
LEGAL DESCRIPTION NO. 1
POINT OF BEGINNING
COMMENCING
BLOCK 2 LOT 6 12.513 ACRES
LOT 8 12.395 ACRES
LOT 7 0.340 ACRES
LOT 5 9.506 ACRES
LOT 4 9.470 ACRES
LOT 3 12.214 ACRES
LOT 3A 1.137 ACRES
BLOCK 3 LOT 3 5.504 ACRES
BLOCK 3 LOT 2 5.148 ACRES
LOT 1 6.469 ACRES
BLOCK 3 LOT 4 6.421 ACRES
LOT 5 7.403 ACRES
BLOCK 2 LOT 2 7.273 ACRES
LOT 1 4.868 ACRES
LOT 12 8.80 ACRES
LOT 4 5.64 ACRES
N.D. HACHAR RANCH 6.132.06 ACRES
INDRA, INC. 101.23 ACRES
36.16 ACRE TRACT ITARA, INC.
19.43 ACRE TRACT ITARA, INC.
35.35 ACRE TRACT ITARA, INC.
19.42 ACRE TRACT ITARA, INC.
185.43 ACRE TRACT ITARA, INC.
FEDEX AT N.D. HACHAR PLAT
20.00 ACRES
NORTH WEBB INDUSTRIAL PARK PHASE I
219.28 ACRES
CHARGER DRIVE
EXPANSION COURT
EXPANSION DRIVE
BELTWAY PARKWAY
EVOLUTION LOOP
120' DRAINAGE EASEMENT-4.67 ACRES
120' DRAINAGE EASEMENT-1.97 ACRES
75' OFF-SITE DRAINAGE ESM'T 2.02 ACRES
100 YEAR FLOOD ZONE
60' C.P.L. EASEMENT
20' OFF-SITE UTILITY EASEMENT
N05°50'00"W-823.51'
N03°51'09"E-708.22'
S78°08'56"W-797.52'
N87°20'19"E-866.71'
N87°20'19"E 70.00'
N02°39'41"W-575.21'
S87°20'19"W-1163.98'
S22°26'25"E-703.75'
N43°32'25"E 34.92'
N17°06'09"W-382.71'
S87°27'19"W 187.16'
S02°32'41"E-455.54'
S12°53'51"W 164.26'
N34°46'44"W 211.74'
S07°38'40"W-1068.43'
1"=100'
GRAPHIC SCALE
( IN FEET )
(11x17): 1 inch = 200 Ft. (B SIZE)
(24x36): 1 inch = 100 Ft. (D SIZE)
OWNERS INFO:
ITARA, INC.
NORTH WEBB INDUSTRIAL PARK PHASE III - PART B
A TRACT OF LAND CONTAINING 167.912 ACRES (4,660,454 S.F.), more or less, situated in Porcion 12, Santiago Sanchez, Abstract 278 and Porcion 13, Joes Miguel Garcia, Abstract 51, City of Laredo, Webb County, Texas. Being out of the following four tracts owned by ENRA, INC.: partly out of a 36.16 acre tract as recorded in Vol. 4967, Pgs. 693-702, partly out of a 19.43 acre tract, all of a 19.42 acre tract and all of a 35.35 acre tract as recorded in Vol. 4700, Pgs. 541-557 of the Webb County Official Public Records, Texas.
HOW
ENGINEERING AND SURVEYING CO.
TBPE Firm Registration No. F-4097 ; TBPLS Firm Registration No. 100464-00
7615 N. Bartlett Avenue / P.O.Box 451128 (78045) / Laredo, TX. 78041
P. 956.722.6411 / F. 956.722.5414
www.howlandcompanies.com

## City Council

**Meeting Date:** 8/5/2024 **Resolution 29.**

**SUBJECT**
A Resolution of the City Council of the City of Laredo, Texas, authorizing the filing of an application for financial assistance from the State Infrastructure Bank in the amount of eight million five hundred thousand dollars and zero cents ($8,500,000.00) for West Laredo Multimodal Trade Corridor - Phase II (Flecha/Las Cruces Realignment Project) and West Laredo Multimodal Trade Corridor - Phase III (Calton Grade Separation Project).

**PREVIOUS COUNCIL ACTION**
On July 22, 2024, the City Council approved: (i) a Plan of Finance as presented by the City's Financial Advisor, which included (among other things) the issuance of a series of Certificates of Obligations (the "Proposed Certificates") for (1) planning, constructing, improving and repairing streets, sidewalks, bridges and drainage improvements, together with rights-of-way acquisition, traffic and street signalization, landscaping, and lighting improvements, (2) purchasing real property, materials, supplies, equipment, information technology, machinery, landscaping, land, and rights of way for authorized needs and purposes related to the aforementioned capital improvements and (3) paying legal, fiscal and engineering fees in connection with such projects, and (ii) Design and Engineering to be sold to TxDOT thru their State Infrastructure Bank program, and (ii) Resolution 2024-R-228, directing publication of notice of intention to issue the Certificates, in one or more series, in the maximum principal amount of $13,000,000.

**BACKGROUND**
The State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund. The City of Laredo ("the City") deems it proper and in the best interest of the City to apply for a loan from the State Infrastructure Bank in the amount of $8,500,000.00, for the following purposes:(i) three million seven hundred thousand dollars and zero cents ($3,700,000.00) as the City's responsibility for all non- federal or non-state participation costs associated with the West Laredo Multimodal Trade Corridor - Phase II (Flecha/Las Cruces Realignment Project) - Advanced Funding Agreement (CSJ 0922-33-076) including any overruns in excess of the approved local project budget, and (ii) four million eight hundred thousand dollars and zero cents ($4,800,000.00) as City's responsibility for all non- federal or non-state participation costs associated with the West Laredo Multimodal Trade Corridor - Phase III (Calton Grade Separation Project) - Advanced Funding Agreement (CSJ 0922-33-093) including any overruns in excess of the approved local project budget (the "Projects"). On July 22, 2024, the City Council approved: (i) a Plan of Finance as presented by the City's Financial Advisor, which included (among other things) the issuance of a series of Certificates of Obligations (the "Proposed Certificates") for (1) planning, constructing, improving and repairing streets, sidewalks, bridges and drainage improvements, together with rights-of-way acquisition, traffic and street signalization, landscaping, and lighting improvements, (2) purchasing real property, materials, supplies, equipment, information technology, machinery,

landscaping, land, and rights of way for authorized needs and purposes related to the aforementioned capital improvements and (3) paying legal, fiscal and engineering fees in connection with such projects, and (ii) Design and Engineering to be sold to TxDOT thru their State Infrastructure Bank program, and (ii) Resolution 2024-R-228, directing publication of notice of intention to issue the Certificates, in one or more series, in the maximum principal amount of $13,000,000. The City is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose

**COMMITTEE RECOMMENDATION**
None

**STAFF RECOMMENDATION**
Staff recommends to approve this resolution.

## Fiscal Impact

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

**FINANCIAL IMPACT:**
The City of Laredo will file a loan application from the State Infrastructure Bank in the amount of $8,500,000.00 .

**RESOLUTION NO. 2024-R-256**

**AUTHORIZING THE FILING OF an application for financial assistance from the State Infrastructure Bank in the amount of eight million five hundred thousand dollars and zero cents ($8,500,000.00); Authorizing City Manager to act on behalf of the City of Laredo in all matters relating to the participation.**

**WHEREAS,** the State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund; and

**WHEREAS,** the City of Laredo ("the City") deems it proper and in the best interest of the City to apply for a loan from the State Infrastructure Bank in the amount of $8,500,000.00, for the following purposes:(i) three million seven hundred thousand dollars and zero cents ($3,700,000.00) as the City's responsibility for all non- federal or non-state participation costs associated with the West Laredo Multimodal Trade Corridor – Phase II (Flecha/Las Cruces Realignment Project) – Advanced Funding Agreement (CSJ 0922-33-076) including any overruns in excess of the approved local project budget, and (ii) four million eight hundred thousand dollars and zero cents ($4,800,000.00) as City's responsibility for all non- federal or non-state participation costs associated with the West Laredo Multimodal Trade Corridor – Phase III (Calton Grade Separation Project) – Advanced Funding Agreement (CSJ 0922-33-093) including any overruns in excess of the approved local project budget (the "Projects") ; and

**WHEREAS,** on July 22, 2024, the City Council approved: (i) a Plan of Finance as presented by the City's Financial Advisor, which included (among other things) the issuance of a series of Certificates of Obligations (the "Proposed Certificates") for (1) planning, constructing, improving and repairing streets, sidewalks, bridges and drainage improvements, together with rights-of-way acquisition, traffic and street signalization, landscaping, and lighting improvements, (2) purchasing real property, materials, supplies, equipment, information technology, machinery, landscaping, land, and rights of way for authorized needs and purposes related to the aforementioned capital improvements and (3) paying legal, fiscal and engineering fees in connection with such projects, and (ii) Design and Engineering to be sold to TxDOT thru their State Infrastructure Bank program, and (ii) Resolution 2024-R-228, directing publication of notice of intention to issue the Certificates, in one or more series, in the maximum principal amount of $13,000,000 ; and

**WHEREAS,** the City is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS:

**Section 1:** That the City Council finds it to be in the best interest of the City to apply for a loan from the State Infrastructure Bank in the amount of eight million five hundred thousand dollars and zero cents ($8,500,000.00) to finance the Projects.

**Section 2:** That the City Council hereby authorizes the City Manager of the City of Laredo to execute an application for financial assistance from the State Infrastructure Bank and to submit the application, together with all required documentation, to the Texas Department of Transportation for consideration.

**Section 3:** That the application to be submitted is attached hereto as Exhibit A and made a part hereof for all purposes.

**Section 4:**`That this resolution shall become effective as and from the date of final passage.

**Section 5:** That the City Council officially finds, determinates, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the city hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this resolution and the subject matter approves and confirms such written notice and the contents and postings hereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this ____ day of _____, 2024.

BY: _____

DR. VICTOR D. TREVIÑO

MAYOR

ATTEST:

_____

MARIO I. MALDONADO, JR.

CITY SECRETARY

APPROVED AS TO FORM:

_____

BY: DOANH "ZONE" T. NGUYEN

CITY ATTORNEY

## City Council

**Meeting Date:** 8/5/2024 **Consent Agenda 30.**

**SUBJECT**
Consideration to award a construction contract to the sole, responsible, responsive bidder Zertuche Construction Texas, LLC., Laredo, Texas, in the amount not to exceed $1,467,410.00 for the FY24-ENG-40 Lafayette Tiny Homes Project (9 units and a community center) for the total base bid including a $100,000.00 contingency allowance, and deducting Alternate No. 4, Alternate No. 5, and line item 8.2 of Alternate No. 7 respectively. Funding is available in the 2021, 2022, and 2023 Home-ARP Funds under Home Investment Partnership Fund.

1. Zertuche Construction Texas, LLC., Laredo, Texas
   Total Base Bid Amount $1,519,210.00
   Refer to attached letter of recommendation.

**PREVIOUS COUNCIL ACTION**
None.

**BACKGROUND**
This project consists of constructing five (9) fully furnished “tiny homes” all under 400 square feet of living area, a 1,000 square foot fully furnished community center, 2,500 square feet of concrete sidewalk, a 300 linear foot retaining wall with varying height up to 3 feet tall, a 5,600 square feet concrete parking lot with 17 car stops and 2 ADA signs, 3 concrete driveways totaling 650 square feet, 11 electrical meters with underground service, 350 linear feet of ¾” water lines, 700 linear feet of 8” sewer lines, a mailbox structure, and 6 ADA ramps.

Construction contract time for the project is (180) working days.

A sole bid was received at the City Secretary’s office on Tuesday, July 16, 2024 at 4:00 P.M. which were publicly opened, read and taken advertisement on Wednesday, July 17, 2024 at 10:30 A.M.

| Contractor | Total Base Bid including Contingency Allowance |
|---|---|
| Zertuche Construction Texas LLC | $1,519,210.00 |

Based on our evaluation of the bids, the City of Laredo Engineering Department recommends that this project be awarded to Zertuche Construction Texas, LLC., Laredo, Texas; with that bid being determined the lowest, responsible, responsive bidder submitted for our consideration in the amount not to exceed $1,467,410.00 which includes a $100,000.00 contingency allowance, Deductive Alternate No. 4, 5, and line item 8.2 of Alternate No. 7. Bid tabulation is attached for your review.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Approval of this motion.

**Fiscal Impact**

| | |
|---|---|
| Fiscal Year: | 2024 |
| Budgeted Y/N?: | Y |
| Source of Funds: | Home Investment Partnership Fund. |
| Account #: | 217-6966-563-7542 |
| Change Order: Exceeds 25% Y/N: | N |

**FINANCIAL IMPACT:**
Funding is available in the Home Investment Partnership Fund accounts:

| | | |
|---|---|---|
| HOME-ARP | $500,000 | 217-6966-563-7542 |
| HOME (2021) | $45,000 | 217-6965-563-7542 |
| HOME (2022) | $308,450 | 217-6967-563-7542 |
| HOME (2023) | $613,960 | 217-6968-563-7542 |

# CITY OF LAREDO

ENGINEERING DEPARTMENT

July 20, 2024

Joseph Neeb
City Manager
1110 Houston St.
Laredo, Texas 78040

SUBJECT: FY24-ENG-40 Lafayette Tiny Homes Project

Dear Mr. Neeb,

Pursuant to the sole bid received at the City Secretary's office on Tuesday, July 16, 2024 at 4:00 P.M. which were publicly opened, read and taken advertisement on Wednesday, July 17, 2024 at 10:30 A.M.

Based on our evaluation of the sole bid received, the City of Laredo Engineering Department recommends that this project be awarded to **Zertuche Construction Texas, LLC.,** with that bid being determined the sole responsible, responsive bidder submitted for our consideration in the amount not to exceed **$1,467,410.00** which includes the total base bid, a $100,000.00 contingency allowance, Deductive Alternate No. 4, 5, and line item 8.2 of Alternate No. 7. Bid tabulation is attached for your review.

Please feel free to our office for any additional information related to this project.

Favio R. Rodriguez, P.E.
Civil Engineer II

Jose A. Valdez, Jr., Assistant City Manager
jvaldez5@ci.laredo.tx.us

Steve E. Landin, CPM, Assistant City Manager
slandin@ci.laredo.tx.us

# Lafayette Tiny Homes Project

## FY24-ENG-40

Mr. Chavez,

A sole electronic bid thru Cit-E-Bid was received at the City Secretary's office on or before Tuesday, July 16, 2024, at 4:00 P.M. The bids received were publicly opened, read and taken under advertisement on Wednesday, July 17, 2024, at 10:30 A.M. The bids and bid bonds received were reviewed as follows:

| BID TABULATION | | | | Zertuche Construction Texas LLC<br>Bid Bond: YES<br>Addendum #1: YES<br>Addendum #2: YES | |
|---|---|---|---|---|---|
| **Line** | **Description** | **Qty** | **UOM** | **Bid Unit Price** | **Bid Total Price** |
| 1 | Furnish all labor, equipment, and material for the project following the construction plans as per city specifications, to include all labor materials, mobilization, tools, equipment, traffic control, material testing, etc. Complete in place. | 1 | LS | $1,412,610.00 | $1,412,610.00 |
| 2 | Provide ADA registration, inspection, and inspection compliance for the project. | 1 | LS | $6,600.00 | $6,600.00 |
| 3 | Contingency allowance | 1 | LS | $100,000.00 | $100,000.00 |
| | | Total Base Bid | | | $1,519,210.00 |

| 2 | Deductive Alternative No. 1 | | | | |
|---|---|---|---|---|---|
| **Line** | **Description** | **Qty** | **UOM** | **Bid Unit Price** | **Bid Total Price** |
| 2.1 | Remove all labor and materials for the construction of Residential Unit #9 (exclude water, sewer, and dry utilities, services as part of base bid) per drawings and specifications. | 1 | LS | -$86,200.00 | -$86,200.00 |
| 2.2 | Remove all labor and materials for the construction of Residential Unit #9 & #8 (exclude water, sewer, and dry utilities, services as part of base bid) per drawings and specifications. | 1 | LS | -$172,400.00 | -$172,400.00 |
| 2.3 | Remove all labor and materials for the construction of Residential Unit #9, #8, & #7 (exclude water, sewer, and dry utilities, services as part of base bid) per drawings and specifications. | 1 | LS | -$258,600.00 | -$258,600.00 |
| 2.4 | Remove all labor and materials for the construction of Residential Unit #9, #8, #7, & #6 (exclude water, sewer, and dry utilities, services as part of base bid) per drawings and specifications. | 1 | LS | -$344,800.00 | -$344,800.00 |
| | TOTAL DEDUCTIVE ALTERNATE #1 | | | | ($258,600.00) |

| 3 | Deductive Alternative No. 2 | | | | |
|---|---|---|---|---|---|
| **Line** | **Description** | **Qty** | **UOM** | **Bid Unit Price** | **Bid Total Price** |
| 3.1 | Remove all labor and materials for the construction of 470 sf sidewalk pathway leading to Residential Unit #9, #8, #7, & #6 per drawing and specifications. | 1 | LS | -$2,600.00 | -$2,600.00 |

TOTAL DEDUCTIVE ALTERNATE #2 ($2,600.00)

| 4 | Deductive Alternative No. 3 | | | | |
|---|---|---|---|---|---|
| **Line** | **Description** | **Qty** | **UOM** | **Bid Unit Price** | **Bid Total Price** |
| 4.1 | Remove all labor and materials for the construction of all lettering for community center and CMU walls per drawings and specifications. | 1 | LS | -$2,800.00 | -$2,800.00 |

TOTAL DEDUCTIVE ALTERNATE #3 ($2,800.00)

| 5 | Deductive Alternative No. 4 | | | | |
|---|---|---|---|---|---|
| **Line** | **Description** | **Qty** | **UOM** | **Bid Unit Price** | **Bid Total Price** |
| 5.1 | Remove all labor and materials for the construction of saw cut & remove concrete driveway and construction of sidewalk approximately 160 sf (southwest corner) per drawings and specifications. | 1 | LS | -$1,600.00 | -$1,600.00 |

TOTAL DEDUCTIVE ALTERNATE #4 ($1,600.00)

| 6 | Deductive Alternative No. 5 | | | | |
|---|---|---|---|---|---|
| **Line** | **Description** | **Qty** | **UOM** | **Bid Unit Price** | **Bid Total Price** |
| 6.1 | Remove all labor and materials for the construction of all the landscaping and irrigation system per drawings and specifications. | 1 | LS | -$43,000.00 | -$43,000.00 |

TOTAL ADDITIVE ALTERNATE #5 ($43,000.00)

| 7 | Deductive Alternative No. 6 | | | | |
|---|---|---|---|---|---|
| **Line** | **Description** | **Qty** | **UOM** | **Bid Unit Price** | **Bid Total Price** |
| 7.1 | Remove all labor and materials for the construction of one CMU wall per drawings and specifications. | 1 | LS | -$20,160.00 | -$20,160.00 |

TOTAL DEDUCTIVE ALTERNATE #6 ($20,160.00)

| 8 | Deductive Alternative No. 7 | | | | |
|---|---|---|---|---|---|
| **Line** | **Description** | **Qty** | **UOM** | **Bid Unit Price** | **Bid Total Price** |
| 8.1 | Remove all labor and materials for the construction of all the 6' wood fence on top of retaining wall extending to property line (North side only) per drawings and specifications. | 1 | LS | -$2,600.00 | -$2,600.00 |
| 8.2 | Remove all labor and materials for fridges for all tiny home per drawings and specifications. | 1 | LS | -$7,200.00 | -$7,200.00 |
| | | | TOTAL DEDUCTIVE ALTERNATE #7 | | ($9,800.00) |

TOTAL BASE BID INCLUDING CONTINGENCY ALLOWANCE , DEDUCTIVE ALTERNATE NO. 4, 5, AND LINE ITEM 8.2 OF ALTERNATE NO. 7. $1,467,410.00

**Errors by Contractor and Corrections by Engineer (Explanation by Engineer)**

No Errors Found

Recommended by:

Recommended by Favio R. Rodriguez, P.E.
Civil Engineer II

# FY24-ENG-40 Addendum 2
# Zertuche Construction Texas LLC
# Supplier Response

## Event Information

Number: FY24-ENG-40 Addendum 2
Title: "CDBG Lafayette Tiny Homes Project"
Type: Request For Bid
Issue Date: 6/20/2024
Deadline: 7/16/2024 04:00 PM (CT)
Notes: Bidders are strongly encouraged to submit their Request for Bid electronically through the use of Cit-E-Bid or in person - hand delivery. Bids without the required check or original bond will NOT be considered. Mailed responses (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile responses will NOT be considered. Copies of the construction plans and specifications may be viewed and/or downloaded free of charge from the City of Laredo website at: https://www.cityoflaredo.com/ https://cityoflaredo.ionwave.net/

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

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

**MANUAL REQUEST FOR BID DROP OFF-PROCEDURES**

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

1. Please make sure that the bid is in a sealed envelope marked with the following:
   - Request for Bid Title
   - Name of Company submitting Bid
   - Address of Company submitting Bid
   - Phone number of Company submitting Bid
2. Please notify security officer that you are there to drop off an Request for Bid with the City Secretary's office. The security officer will notify the City Secretary's office and one of our staff members will go downstairs to receive the package.
3. All persons should wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you. **(We highly recommend persons to wait to receive a copy of the time-stamped envelope.)**

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

## Contact Information


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

## Zertuche Construction Texas LLC Information


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


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

Ramon Zertuche II
*Signature*

mary@zertucheconstruction.com
*Email*

*Submitted at 7/16/2024 02:03:22 PM (CT)*

## Requested Attachments

**Notice to Bidders**

Notice to Bidders.pdf

Bidders shall review and be familiar with this information.

**39.0 TAB A - COMPANY INFORMATION QUESTIONNAIRE**

39.0 TAB A - Company Information Questionnaire.pdf

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**

40.0 TAB B - Conflict of Interest Disclosure.pdf

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**

41.0 TAB C - Non-Collusive Affidavit.pdf

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**

42.0 TAB D - Discretionary Contracts Disclosure.pdf

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)**

Form 1295 Certificate 101234576 (1).pdf

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.

**FY24-ENG-40 Construction Plans**

FINAL LAFAYETTE TINY HOMES-SIGNED AND SEALED.pdf

Bidders shall review and be familiar with this information.

**FY24-ENG-40 Specification book**

Spec Book - Lafayette Tiny Home.pdf

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

**Addendum No. 1**

Addendum 01 - Lafayette Tiny Homes.pdf

Bidders shall review and acknowledge addendum No. 1.

**Geotech Report 24G027-FNL Report-27JUN24jjs**

Geotech Report 24G027-FNL Report-27JUN24--jjs.pdf

Bidders shall review and be familiar with this information.

**Plans-LAFAYETTE TINY HOMES-A01**

Plans-LAFAYETTE TINY HOMES-A01.pdf

Bidders shall review and be familiar with this information.

**Spec Book - Lafayette Tiny Homes**

Spec Book - Lafayette Tiny Home.pdf

Bidders shall review and be familiar with this information.

**Addendum No. 2**

Addendum #2.pdf

Bidders shall review and acknowledge addendum No. 2.

**Notice to Bidders**

NTB-FY24-ENG-40-07082024145407.pdf

Bidders shall review and be familiar with this information.

**Section A-5 Proposal**

Bid Proposal.pdf

Bidders shall review and be familiar with this information.

**Construction Plans Final**

FINAL LAFAYETTE TINY HOMES-SIGNED AND SEALED.pdf

Bidders shall review and be familiar with this information.

## Response Attachments

**7-16-24 bid bond City of Laredo Lafayette Tiny Homes eSigned & Sealed.pdf**

Bid Bond

## Bid Attributes

| | |
|---|---|
| 1 | **1.0 GENERAL TERMS AND CONDITIONS FOR REQUEST FOR BID**<br>Interested Respondents or Bidders are required to submit a Request for Bid (RFB) upon the following expressed conditions:<br>(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.<br><br>☑ I agree to the General Terms and Conditions |

| | |
|---|---|
| 2 | **2.0 PREPARATION OF SUBMITTALS**<br>Submittals shall be prepared in accordance with the following:<br>(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.<br>☑ I have read and understand this section |
| 3 | **3.0 SUBMISSION OF BIDS**<br>(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.<br>☑ I have read and understand this section |
| 4 | **4.0 REJECTION OF REQUEST FOR BID**<br>The City may reject a Request For Bid (RFB) if:<br>(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.<br>☑ I have read and understand this section |
| 5 | **5.0 WITHDRAWAL OF REQUEST OF BID**<br>Bids or proposals may not be withdrawn after they have been opened unless approved by the City Council.<br>☑ I have read and understand this section |
| 6 | **6.0 LATE SUBMITTALS OR MODIFICATIONS**<br>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.<br>☑ I have read and understand this section |

| | |
|---|---|
| 7 | **7.0 CLARIFICATIONS OR OBJECTION TO REQUEST FOR BID (RFB/Submittal)**<br>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.<br><br>**PROTEST**<br>The following sequence of activities must take palace in filing a protest:<br>(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.<br>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.<br>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).**<br>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.<br><br>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).**<br>☑ I have read and understand this section |

| | |
|---|---|
| 8 | **8.0 AWARD OF CONTRACT**<br>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.<br>☑ I have read and understand this section |
| 9 | **9.0 PAYMENTS & INVOICING**<br>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**.<br>☑ I have read and understand this section |
| 10 | **10.0 CONTRACT REQUIREMENTS**<br>**(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.<br>**(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.<br>**(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.<br>**(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.<br>**(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.<br>**(f) DISCRETIONARY CONTRACTS DISCLOSURE (Form Attached: Section 42.0-Tab D)**<br>This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo.<br>**(g) CERTIFICATE OF INTERESTED PARTIES (Form 1295) (Form Attached: Section 43.0-Tab E)**<br>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 (I) to two (2) years after the project is completed.

11. For project s 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<br>Professional Liability | Not Required<br>$1,000,000 Per-Claim<br>$2,000,000 Aggregate |
| $1,000,000 to $5,000,000 | Umbrella Liability<br>Professional Liability | $4,000,000 Per-Occ<br>$1,500,000 Per-Claim<br>$3,000,000 Aggregate |
| $5,000,000 to $10,000,000 | Umbrella Liability<br><br>Professional Liability | $9,000,000 to<br>$10,000,000 Per-Occ<br>$1,500,000 Per-Claim/<br>$3,000,000 Aggregate to<br>$2,000,000 Per-Claim/<br>$4,000,000 Aggregate |
| Over $10,000,000 | Umbrella Liability<br>Professional Liability | $10,000,000 or Higher<br>$2,000,000 Per-Claim/<br>$4,000,000 Aggregate<br>or Higher |
| $1,000,000 to $10,000,000 | Contractor's Pollution Legal Liability | $1,000,000 Per-Claim/<br>$2,000,000 Aggregate |
| Over $10,000,000 | Contractor's Pollution Legal Liability | $2,000,000 Per-Claim/<br>$4,000,000 Aggregate |
| | **TAIL COVERAGE** | |
| $1,000,000 to $5,000,000 | Commercial General Liability<br>Professional Liability, and<br>Pollution Legal Liability | One (1) Year |
| Over $5,000,000 | Commercial General Liability<br>Professional Liability, and<br>Pollution Legal Liability | Two (2) Years |
| Any Contract Size | Hazardous Environmental Work | Two (2) Years |

☑ I have read and understand this section

11

**11.0 SCOPE OF WORK**

This project consists of constructing five (9) fully furnished “tiny homes” all under 400 square feet of living area, a 1,000 square foot fully furnished community center, 2,500 square feet of concrete sidewalk, a 300 linear foot retaining wall with varying height up to 3 feet tall, a 5,600 square feet concrete parking lot with 17 car stops and 2 ADA signs, 3 concrete driveways totaling 650 square feet, 11 electrical meters with underground service, 350 linear feet of ¾” water lines, 700 linear feet of 8” sewer lines, a mailbox structure, and 6 ADA ramps.

Construction contract time for the project is (180) working days.

☑ I have read and understand this section

12

**12.0 BID OR PROPOSAL PREPARATION COST**

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

☑ I have read and understand this section

13

**13.0 TERM OF AGREEMENT**

**Construction contract time for the project is (90) working days.**

☑ I have read and understand this section

14

**14.0 GENERAL CONDITIONS**

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

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

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

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

☑ I have read and understand this section

15

**15.0 ADDITIONAL DISCUSSIONS**

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

☑ I have read and understand this section

16

**16.0 TENTATIVE SCHEDULE FOR PROJECT AWARD**

| | |
|---|---|
| 1st Advertisement date: | June 16, 2024 |
| 2nd Advertisement date: | June 23, 2024 |
| Pre-Bid Conference: | June 26, 2024 |
| Questions Deadline: | June 28, 2024 |
| Bid Due Date: | July 11, 2024 |
| Anticipated City Council Award: | August 5, 2024 |

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

☑ I have read and understand this section

17

**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-40 "CDBG Lafayette Tiny Homes Project"** 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-40 "CDBG Lafayette Tiny Homes Project".**

☑ I have read and understand this section

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**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

**19.0 DISPOSITION OF SUBMITTALS / TEXAS PUBLIC INFORMATION ACT ADHERENCE**

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

☑ I have read and understand this section

| | |
|---|---|
| 20 | **20.0 REQUIRED FORMS AND CONTENTS OF RFB SUBMISSION**<br>For an RFB to be considered it must contain the following information:<br><br>**CHECKLIST**<br>**39.0 Tab A - Company Information Questionnaire**<br>**40.0 Tab B - Conflict of Interest Disclosure**<br>**41.0 Tab C - Non-Collusive Affidavit**<br>**42.0 Tab D - Discretionary Contracts Disclosure**<br>**43.0 Tab E - Certificate of Interested Parties (Form 1295)**<br>**Addendum No. 1**<br>**Addendum No. 2**<br>**Request for Bid Response**<br><br>**Bids without the required check or original bond will NOT be considered.**<br><br>☑ I have read and understand this section |

## Bid Lines

### 1 Package Header

Base Bid

Quantity: 1 UOM: LS Total: $1,519,210.00

**Package Items**

**1.1** Furnish all labor, equipment, and material for the project following the construction plans as per city specifications, to include all labor materials, mobilization, tools, equipment, traffic control, material testing, etc. Complete in place.

Quantity: 1 UOM: LS Price: $1,412,610.00 Total: $1,412,610.00

**1.2** Provide ADA registration, inspection, and inspection compliance for the project.

Quantity: 1 UOM: LS Price: $6,600.00 Total: $6,600.00

**1.3** Contingency allowance

Quantity: 1 UOM: LS Price: $100,000.00 Total: $100,000.00

### 2 Package Header

Deductive Alternative No. 1
*(Line excluded from response total)*

Quantity: 1 UOM: LS Total: $-862,000.00

**Package Items**

**2.1** Remove all labor and materials for the construction of **Residential Unit #9 (exclude water, sewer, and dry utilities, services as part of base bid)** per drawings and specifications.

Quantity: 1 UOM: LS Price: $-86,200.00 Total: $-86,200.00

**2.2** Remove all labor and materials for the construction of **Residential Unit #9 & #8 (exclude water, sewer, and dry utilities, services as part of base bid)** per drawings and specifications.

Quantity: 1 UOM: LS Price: $-172,400.00 Total: $-172,400.00

**2.3** Remove all labor and materials for the construction of **Residential Unit #9, #8, & #7 (exclude water, sewer, and dry utilities, services as part of base bid**) per drawings and specifications.

Quantity: 1 UOM: LS Price: $-258,600.00 Total: $-258,600.00

**2.4** Remove all labor and materials for the construction of Residential Unit **#9, #8, #7, & #6 (exclude water, sewer, and dry utilities, services as part of base bid)** per drawings and specifications.

Quantity: 1 UOM: LS Price: $-344,800.00 Total: $-344,800.00

## 3 Package Header

Deductive Alternative No. 2
*(Line excluded from response total)*

Quantity: 1 UOM: LS Total: $-2,600.00

### Package Items

**3.1** Remove all labor and materials for the construction of **470 sf sidewalk pathway leading to Residential Unit #9, #8, #7, & #6** per drawing and specifications.

Quantity: 1 UOM: LS Price: $-2,600.00 Total: $-2,600.00

## 4 Package Header

Deductive Alternative No. 3
*(Line excluded from response total)*

Quantity: 1 UOM: LS Total: $-2,800.00

### Package Items

**4.1** Remove all labor and materials for the construction of **all lettering for community center and CMU walls** per drawings and specifications.

Quantity: 1 UOM: LS Price: $-2,800.00 Total: $-2,800.00

## 5 Package Header

Deductive Alternative No. 4
*(Line excluded from response total)*

Quantity: 1 UOM: LS Total: $-1,600.00

### Package Items

**5.1** Remove all labor and materials for the construction of **saw cut & remove concrete driveway and construction of sidewalk approximately 160 sf (southwest corner)** per drawings and specifications.

Quantity: 1 UOM: LS Price: $-1,600.00 Total: $-1,600.00

## 6 Package Header

Deductive Alternative No. 5
*(Line excluded from response total)*

Quantity: 1 UOM: LS Total: $-43,000.00

### Package Items

**6.1** Remove all labor and materials for the construction of all **the landscaping and irrigation system** per drawings and specifications.

Quantity: 1 UOM: LS Price: $-43,000.00 Total: $-43,000.00

## 7 Package Header

Deductive Alternative No. 6
*(Line excluded from response total)*

Quantity: 1 UOM: LS Total: $-20,160.00

### Package Items

**7.1** Remove all labor and materials for the construction of **one CMU wall** per drawings and specifications.

Quantity: 1 UOM: LS Price: $-20,160.00 Total: $-20,160.00

## 8 Package Header

Deductive Alternative No. 7
*(Line excluded from response total)*

Quantity: 1 UOM: LS Total: $-9,800.00

### Package Items

**8.1** Remove all labor and materials for the construction of **all the 6' wood fence on top of retaining wall extending to property line (North side only)** per drawings and specifications.

Quantity: 1 UOM: LS Price: $-2,600.00 Total: $-2,600.00

**8.2** Remove all labor and materials for **fridges for all tiny home** per drawings and specifications.

Quantity: 1 UOM: LS Price: $-7,200.00 Total: $-7,200.00

**Response Total:** $1,519,210.00

## City Council

**Meeting Date:** 8/5/2024 **Consent Agenda 31.**

**SUBJECT**
Consideration for approval of FY23-ENG-28 CDBG District 1 Pita Mangana Sidewalk Project as complete, including all warranty certificates, release of retainage, and final payment in the amount of $19,437.50 to Midas Contractors, LLC., Laredo, Texas, and approval of change order No. 1 for an increase of $11,867.50. The final construction contract amount is $87,567.50 with a construction contract time of 60 calendar days. Funding is available in the Community Development Fund - 2019 CDBG Grant Year and 2022 CDBG Grant Year.

**PREVIOUS COUNCIL ACTION**
On November 6, 2023, City Council awarded construction contract FY23-ENG-28 to the lowest responsible responsive bidder Midas Contractors, LLC., Laredo, Texas; in the amount not to exceed $75,700.00 for CDBG District 1 Pita Mangana Sidewalk Project for the total base bid, including contingency allowance. The project consists of constructing reinforced concrete sidewalk and ADA accessible ramps along Pita Mangana Rd. from Hachar Ln. to Christine Ln. The construction contract time for the project is 60 working days. Funding is available in 2020, 2021 and 2022 CDBG grant years.

**BACKGROUND**
This project consists of constructing a concrete sidewalk that include the following: 3,500 SF. of concrete sidewalk, ADA ramps, traffic sign relocation, and concrete and tree removal. Construction contract time for the project is (60) working days.

| | |
|---|---|
| Original Contract Amount | $75,700.00 |
| Change Order No. 1 | $11,867.50 |
| Final Contract Amount | $87,567.50 |

**COMMITTEE RECOMMENDATION**
Click or tap here to enter text.

**STAFF RECOMMENDATION**
Approval of this motion.

### Fiscal Impact

Fiscal Year: 2024
Budgeted Y/N?: Y

| | |
|---|---|
| Source of Funds: | Click or tap here to enter text. |
| Account #: | 211-93/9440-535-1405 |
| Change Order: Exceeds 25% Y/N: | N |

**FINANCIAL IMPACT:**
Funding is available in account:
211-9340-535-1405 - $1,141.00,
211-9440-535-1405 - $10,726.50

# CITY OF LAREDO
# ENGINEERING DEPARTMENT

## Construction Change Order

**FY23-ENG-28 CDBG District 1 Pita Mangana Sidewalk Project**

CONTRACTOR: **Midas Contractors, LLC**
2710 Zacatecas St,
Laredo, Texas, 78046

You are hereby requested to comply with the following changes from the contract plans and specifications. This document shall become an amendment to the contract and all provisions of the contract shall apply thereto.

| ITEM # | DESCRIPTION | UNIT | QTY | UNIT PRICE | DECREASE IN CONTRACT PRICE | INCREASE IN CONTRACT PRICE |
|---|---|---|---|---|---|---|
| Add: | | | | | | |
| 1 | CONSTRUCTION OF CONCRETE RETAINING WALL | LS | 1 | $ 1,000.00 | | $ 1,000.00 |
| 2 | INSTALLATION OF HAND RAIL | LS | 1 | $ 800.00 | | $ 800.00 |
| 3P | CONSTRUCTION OF NEW CURB, APPROX. 80LF, ABOUT 3" AWAY FROM EXISTING | LS | 1 | $ 3,600.00 | | $ 3,600.00 |
| 4P | INSTALLATION OF HAND RAIL | LS | 1 | $ 3,967.50 | | $ 3,967.50 |
| 5P | CONSTRUCTION OF A NEW CONCRETE SIDEWALK IN BETWEEN DRIVEWAY ENTRANCES, APPROX. 80 SF. | SF | 80 | $ 800.00 | | $ 800.00 |
| 6P | CONSTRUCTION OF A NEW CONCRETE SIDEWALK ADJACENT TO NEW CURB | LS | 1 | $ 1,200.00 | | $ 1,200.00 |
| 7P | GRADING TO BE COMPLETED AROUND DRIVEWAY AND SIDEWALK ONCE POURED | LS | 1 | $ 500.00 | | $ 500.00 |

| | | |
|---|---|---|
| | **$0.00** | **$11,867.50** |

| | |
|---|---|
| ORIGINAL CONTRACT AMOUNT (INCLUDES $10,000.00 CONTINGENCY ) | $75,700.00 |
| TOTAL INCREASE | $11,867.50 |
| CONTINGENCY ALLOWANCE | $0.00 |
| **TOTAL CHANGE ORDER** | **$11,867.50** |
| CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER #1 | $87,567.50 |
| **REVISED CONTRACT AMOUNT** | **$87,567.50** |

| | | |
|---|---|---|
| ORIGINAL CONTRACT TIME | 60 | CALENDAR DAYS |
| INCREASE IN CONTRACT TIME | 0 | CALENDAR DAYS |
| **REVISED CONTRACT TIME WITH THIS CHANGE ORDER #1** | 60 | CALENDAR DAYS |

Recommended by:

_____
Jesus A. Reyes, E.I.T.,
Engineering Associate II
Date:_____

Accepted by:

_____
Nelso Molina,
Midas Contractors, LLC.
Date:_____

Recommended by:

_____
Ramon E, Chavez, P.E.,
City Engineer
Date:_____

Attest:

_____
Nguyen, Doanh "Zone" T.
City Attorney
Date:_____

Attest:

_____
Mario Maldonado, Jr., City Secretary
Date:_____

Approved by:

_____
Joseph Neeb, City Manager
Date:_____

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Consent Agenda 32.**

**SUBJECT**
Consideration to award a construction contract to the lowest, responsible, responsive bidder ALC Construction, LLC., Laredo, Texas, in the amount not to exceed $101,800.00 for the FY24-ENG-09 Maria Elida Benavides Restroom and Sidewalk ADA Restoration District 2 Project for the total base bid, additive alternate #1, and including a $5,000.00 contingency allowance. Funding is available in the Community Development Fund- 2021 and 2022 CDBG Grant Years and 2022 Certificate of Obligations Fund- District 2 Priority Funds.

1. ALC Construction, LLC., Laredo, Texas
   Total Base Bid Amount $101,800
2. Zertuche Construction, Laredo, Texas
   Total Base Bid Amount $190,992.82
3. SIMA Construction, LLC., Laredo, Texas
   Total Base Bid Amount $123,575.00

Refer to attached letter of recommendation.

**PREVIOUS COUNCIL ACTION**
None.

**BACKGROUND**
This project consists of reconstructing a concrete sidewalk to make it ADA compliant as well as restroom restorations that include the following: 500 SF. of concrete removal and concrete sidewalk, ADA ramps, door widening, minisplit installation, wall painting, counter replacement, tile installation. Construction contract time for the project is (60) working days.

A total of (3) bids were received at the City Secretary's office on Wednesday, July 10, 2024 at 4:00 P.M. which were publicly opened, read and taken advertisement on Thursday, July 11, 2024 at 10:30 A.M.

| Contractor | Total Base Bid including Contingency Allowance |
|---|---|
| ALC Construction LLC | $101,800.00 |
| Zertuche Construction Texas LLC | $190,992.82 |
| SIMA Construction, LLC | $123,575.00 |

Based on our evaluation of the bids, the City of Laredo Engineering Department recommends that this project be awarded to ALC Construction, LLC with that bid being determined the lowest

responsible, responsive bidder of the three submitted for our consideration in the amount not to exceed $101,800.00 which includes the base bid, additive alternate #1, and a $5,000.00 contingency allowance. Bid tabulation is attached
for your review.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Approval of this motion.

**Fiscal Impact**

| | |
|---|---|
| Fiscal Year: | 2024 |
| Budgeted Y/N?: | Y |
| Source of Funds: | CDBG and District Priority |
| Account #: | Fund 211 and 475 |
| Change Order: Exceeds 25% Y/N: | N |

**FINANCIAL IMPACT:**
Funding is available in the:

| | | |
|---|---|---|
| 211-9380-555-1455 | D22116 | $10,896.00 |
| 211-9480-555-1455 | D22116 | $34,282.00 |
| 475-3118-555-9301 | D22216 | $80,000.00 |

# CITY OF LAREDO

ENGINEERING DEPARTMENT

July 18, 2024

Joseph Neeb
City Manager
1110 Houston St.
Laredo, Texas 78040

SUBJECT: FY24-ENG-09 Maria Elida Benavides Restroom and Sidewalk ADA Restoration District 2 Project

Dear Mr. Neeb,

Pursuant to the three (3) bids electronic received at the City Secretary's office on Wednesday, July 10, 2024 at 4:00 P.M. which were publicly opened, read and taken advertisement on Thursday, July 11, 2024 at 10:30 A.M.

Based on our evaluation of the bids, the City of Laredo Engineering Department recommends that this project be awarded to **ALC Construction, LLC** with that bid being determined the lowest responsible, responsive bidder of the three submitted for our consideration in the amount not to exceed **$101,800.00** which includes the base bid, additive alternate #1, and a $5,000.00 contingency allowance. Bid tabulation is attached for your review.

Please feel free to our office for any additional information related to this project.

Eliud De Los Santos

Eliud De Los Santos, P.E.
Civil Engineer II

Jose A. Valdez, Jr., Assistant City Manager
jvaldez5@ci.laredo.tx.us

Steve E. Landin, CPM, Assistant City Manager
slandin@ci.laredo.tx.us

# CITY OF LAREDO

ENGINEERING DEPARTMENT

## FY24-ENG-09 Maria Elida Benavides Restroom and Sidewalk ADA Restoration District 2 Project

| BID TABULATION | | | | ALC Construction Co., Inc., Laredo TX. Bid Bond: YES Addendum #1: YES | | | Zertuche Construction Bid Bond: YES Addendum #1: YES | | | SIMA Construction LLC Bid Bond: YES Addendum #1: YES | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Line | Description | Qty | UOM | Bid Unit Price | Bid Total Price | Engineer's Calculated Price | Bid Unit Price | Bid Total Price | Engineer's Calculated Price | Bid Unit Price | Bid Total Price | Engineer's Calculated Price |
| 1 | Furnish all labor, equipment, and material to Excavate Material, Clearing and Grubbing, and Haul Off as per city specifications, to include all labor materials, tools, pavement, etc. Complete in place. | 1 | LS | $5,000.00 | $5,000.00 | $5,000.00 | $16,994.29 | $16,994.29 | $16,994.29 | $3,650.00 | $3,650.00 | $3,650.00 |
| 2 | Furnish all Labor Equipment, Excavation, Clearing and Grubbing, Haul Off, Materials, Tools, Equipment, Etc. to Remove up to 6" Thick Reinforced Concrete including as per city specifications to include all labor, materials, tools, equipment, etc. Complete in Place | 450 | SF | $10.00 | $4,500.00 | $4,500.00 | $27.79 | $12,505.50 | $12,505.50 | $17.00 | $7,650.00 | $7,650.00 |
| 3 | Furnish all Labor, Equipment, and Material to Construct a 4" Thick Reinforced Concrete Sidewalk including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place | 450 | SF | $12.00 | $5,400.00 | $5,400.00 | $18.87 | $8,491.50 | $8,491.50 | $21.50 | $9,675.00 | $9,675.00 |
| 4 | Furnish all Labor, Equipment, and Material to Replace Existing Doors with new 3' Wide ADA Compliant Entrance Doors with Heavy Duty Locking Mechanism including as per city specifications to include all labor material, tools, equipment, etc. Complete in Place | 2 | EA | $3,200.00 | $6,400.00 | $6,400.00 | $3,825.56 | $7,651.12 | $7,651.12 | $5,800.00 | $11,600.00 | $11,600.00 |
| 5 | Furnish all Labor, Equipment, and Material to Install Accessible Ramps and Landings (as per ADA Requirements) including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place | 3 | EA | $2,000.00 | $6,000.00 | $6,000.00 | $3,589.69 | $10,769.07 | $10,769.07 | $2,500.00 | $7,500.00 | $7,500.00 |
| 6 | Furnish all labor, equipment, and material to Install 250 lb Capacity Baby Changing Stations as per city specifications to include all labor, materials, tools equipment, etc. Complete in place. | 2 | EA | $1,000.00 | $2,000.00 | $2,000.00 | $1,544.94 | $3,089.88 | $3,089.88 | $1,500.00 | $3,000.00 | $3,000.00 |
| 7 | Furnish all Labor, Equipment, and Material to Install Heavy Duty Automatic Restroom Exhaust Fan, Removal of Vent Window and Cover with Brick including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place | 2 | EA | $1,800.00 | $3,600.00 | $3,600.00 | $9,379.97 | $18,759.94 | $18,759.94 | $4,800.00 | $9,600.00 | $9,600.00 |
| 8 | Furnish all Labor, Equipment, and Material to Install Hand Rails along ADA Ramps leading to Restroom Entrance including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place | 2 | 3300 | $3,400.00 | $6,800.00 | $6,800.00 | $5,120.36 | $10,240.72 | $10,240.72 | $3,300.00 | $6,600.00 | $6,600.00 |
| 9 | Furnish all Labor, Equipment, and Material to Install One-Ton Mini Split Air Conditioning Unit (Contractor to verify Electrical System and Upgrade to Handle New Voltage if Needed) including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place | 2 | EA | $8,000.00 | $16,000.00 | $16,000.00 | $8,533.93 | $17,067.86 | $17,067.86 | $7,500.00 | $15,000.00 | $15,000.00 |
| 10 | Furnish all labor, equipment, and material to Install a Construction Perimeter Chain Link Fence Around Construction Area as per city specifications, to include all labor materials, tools, pavement, etc. Complete in place. | 1 | LS | $4,500.00 | $4,500.00 | $4,500.00 | $2,354.19 | $2,354.19 | $2,354.19 | $4,500.00 | $4,500.00 | $4,500.00 |
| 11 | Include a $5,000.00 Contingency | 1 | LS | $5,000.00 | $5,000.00 | $5,000.00 | $5,000.00 | $5,000.00 | $5,000.00 | $5,000.00 | $5,000.00 | $5,000.00 |
| | | TOTAL BASE BID | | | $65,200.00 | $65,200.00 | | $112,924.07 | $112,924.07 | | $83,775.00 | $83,775.00 |

### Additive Alternate #1

| Line | Description | Qty | UOM | Bid Unit Price | Bid Total Price | Engineer's Calculated Price | Bid Unit Price | Bid Total Price | Engineer's Calculated Price | Bid Unit Price | Bid Total Price | Engineer's Calculated Price |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Furnish all labor, Equipment, and material to Remove Existing Counter Tops and Replace with New Formica Counter Tops as per city specifications to include all labor, material, tools, equipment, etc. Complete in Place | 1 | LS | $3,000.00 | $3,000.00 | $3,000.00 | $4,218.75 | $4,218.75 | $4,218.75 | $2,800.00 | $2,800.00 | $2,800.00 |
| 2 | Furnish all Labor Equipment, Excavation, Clearing and Grubbing, Haul Off, Materials, Tools, Equipment, Etc. to Install Temperature Control Devices (Wall Mounted Oscillating Fans) including as per city specifications to include all labor, materials, tools, equipment, etc. Complete in Place | 4 | EA | $1,600.00 | $6,400.00 | $6,400.00 | $1,500.00 | $6,000.00 | $6,000.00 | $1,300.00 | $5,200.00 | $5,200.00 |
| 3 | Furnish all Labor, Equipment, and Material to Remove Concrete and Rebuild Entrance to Concession Stand to meet ADA Standards including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place | 1 | LS | $3,500.00 | $3,500.00 | $3,500.00 | $10,625.00 | $10,625.00 | $10,625.00 | $2,500.00 | $2,500.00 | $2,500.00 |
| 4 | Furnish all Labor, Equipment, and Material to Install New Cabinets Under the Counter Tops as per city specifications to include all labor material, tools, equipment, etc. Complete in Place | 1 | LS | $9,500.00 | $9,500.00 | $9,500.00 | $16,875.00 | $16,875.00 | $16,875.00 | $12,100.00 | $12,100.00 | $12,100.00 |
| 5 | Furnish all Labor, Equipment, and Material to Install New Sink and Faucets in Concession Stand Area including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place | 1 | LS | $1,200.00 | $1,200.00 | $1,200.00 | $3,250.00 | $3,250.00 | $3,250.00 | $3,000.00 | $3,000.00 | $3,000.00 |
| 6 | Furnish all labor, equipment, and material to Repaint Walls of the Concession Stands as per city specifications to include all labor, materials, tools equipment, etc. Complete in place. | 1 | LS | $2,000.00 | $2,000.00 | $2,000.00 | $5,625.00 | $5,625.00 | $5,625.00 | $2,200.00 | $2,200.00 | $2,200.00 |
| 7 | Furnish all Labor, Equipment, and Material to Replace Metal Curtains on Concession Stand including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place | 1 | LS | $7,000.00 | $7,000.00 | $7,000.00 | $20,625.00 | $20,625.00 | $20,625.00 | $8,500.00 | $8,500.00 | $8,500.00 |
| 8 | Furnish all Labor, Equipment, and Material to Install Slip Resistant Tiles on Floor of Concession Stand Area including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place | 1 | LS | $4,000.00 | $4,000.00 | $4,000.00 | $10,850.00 | $10,850.00 | $10,850.00 | $3,500.00 | $3,500.00 | $3,500.00 |
| | | TOTAL ADDITIVE ALTERNATE #1 | | | $36,600.00 | $36,600.00 | | $78,068.75 | $78,068.75 | | $39,800.00 | $39,800.00 |
| | TOTAL BID WITH ADDITIVE ALTERNATE #1 | | | | $101,800.00 | | | $190,992.82 | | | $123,575.00 | |
| | **Errors by Contractor and Corrections by Engineer (Explanation by Engineer)** | | | No Errors Found | | | No Errors Found | | | No Errors Found | | |

# FY24-ENG-09 Addendum 1
# ALC Construction Co., Inc.
# Supplier Response

## Event Information

Number: FY24-ENG-09 Addendum 1
Title: CDBG Maria Elida Benavides Restroom and Sidewalk ADA Restoration District 2 Project
Type: Request For Bid
Issue Date: 6/10/2024
Deadline: 7/10/2024 04:00 PM (CT)
Notes: Bidders are strongly encouraged to submit their Request for Bid electronically through the use of Cit-E-Bid or in person - hand delivery. Bids without the required check or original bond will NOT be considered. Mailed responses (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile responses will NOT be considered. Copies of the construction plans and specifications may be viewed and/or downloaded free of charge from the City of Laredo website at: https://www.cityoflaredo.com/ https://cityoflaredo.ionwave.net/

**Construction Companies are strongly encouraged to submit their Request for Bid electronically through the use of Cit-E-Bid**

**and you must register as a supplier/consultant prior to submitting. If bidder needs to hand-deliver sealed Request For Bid, please follow the steps below:**

**MANUAL REQUEST FOR BID DROP OFF-PROCEDURES**

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

1. Please make sure that the bid is in a sealed envelope marked with the following:
   - Request for Bid Title
   - Name of Company submitting Bid
   - Address of Company submitting Bid
   - Phone number of Company submitting Bid
2. Please notify security officer that you are there to drop off an Request for Bid with the City Secretary's office. The security officer will notify the City Secretary's office and one of our staff members will go downstairs to receive the package.
3. All persons should wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you. **(We highly recommend persons to wait to receive a copy of the time-stamped envelope.)**

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

## Contact Information


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

## ALC Construction Co., Inc. Information

Contact: Daniel Alvarado
Address: 3706 Flores Ave.
Laredo, TX 78041
Phone: (956) 237-2369
Email: alc_construction@hotmail.com

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

Daniel Alvarado
*Signature*

alc_construction@hotmail.com
*Email*

*Submitted at 7/10/2024 12:41:18 PM (CT)*

## Requested Attachments

**Notice to Bidders** — *No response*

Bidders shall review and be familiar with this information.

**39.0 TAB A - COMPANY INFORMATION QUESTIONNAIRE** — 39.0_TAB_A_-_Company_Information_Questionnaire-2.pdf

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** — 40.0_TAB_B_-_Conflict_of_Interest_Disclosure-3.pdf

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** — Tab_C_1-3.pdf

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** — 42.0_TAB_D_-_Discretionary_Contracts_Disclosure-3.pdf

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.

**FY24-ENG-09 - Specifications Book** — *No response*

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

**FY24-ENG-09 Construction Plans** — *No response*

Bidders shall review and be familiar with this information.

**Addendum 1 - Maria Elida Benavides** — Addendum 1 -Maria Elida Benavidez.pdf

Bidders shall review and acknowledge Addendum #1

## Bid Attributes

| | |
|---|---|
| 1 | **1.0 GENERAL TERMS AND CONDITIONS FOR REQUEST FOR BID**<br>Interested Respondents or Bidders are required to submit a Request for Bid (RFB) upon the following expressed conditions:<br>(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.<br><br>☑ I agree to the General Terms and Conditions |
| 2 | **2.0 PREPARATION OF SUBMITTALS**<br>Submittals shall be prepared in accordance with the following:<br>(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.<br>☑ I have read and understand this section |
| 3 | **3.0 SUBMISSION OF BIDS**<br>(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.<br>☑ I have read and understand this section |

| | |
|---|---|
| 4 | **4.0 REJECTION OF REQUEST FOR BID**<br>The City may reject a Request For Bid (RFB) if:<br>(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.<br>☑ I have read and understand this section |
| 5 | **5.0 WITHDRAWAL OF REQUEST OF BID**<br>Bids or proposals may not be withdrawn after they have been opened unless approved by the City Council.<br>☑ I have read and understand this section |
| 6 | **6.0 LATE SUBMITTALS OR MODIFICATIONS**<br>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.<br>☑ I have read and understand this section |

| | |
|---|---|
| 7 | **7.0 CLARIFICATIONS OR OBJECTION TO REQUEST FOR BID (RFB/Submittal)**<br>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.<br><br>**PROTEST**<br>The following sequence of activities must take palace in filing a protest:<br>(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.<br>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.<br>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).**<br>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.<br><br>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).**<br>☑ I have read and understand this section |

| | |
|---|---|
| 8 | **8.0 AWARD OF CONTRACT**<br>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.<br>☑ I have read and understand this section |
| 9 | **9.0 PAYMENTS & INVOICING**<br>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**.<br>☑ I have read and understand this section |
| 10 | **10.0 CONTRACT REQUIREMENTS**<br>**(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.<br>**(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.<br>**(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.<br>**(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.<br>**(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.<br>**(f) DISCRETIONARY CONTRACTS DISCLOSURE (Form Attached: Section 42.0-Tab D)**<br>This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo.<br>**(g) CERTIFICATE OF INTERESTED PARTIES (Form 1295) (Form Attached: Section 43.0-Tab E)**<br>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 (I) to two (2) years after the project is completed.

11. For project s 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<br>Professional Liability | Not Required<br>$1,000,000 Per-Claim<br>$2,000,000 Aggregate |
| $1,000,000 to $5,000,000 | Umbrella Liability<br>Professional Liability | $4,000,000 Per-Occ<br>$1,500,000 Per-Claim<br>$3,000,000 Aggregate |
| $5,000,000 to $10,000,000 | Umbrella Liability<br><br>Professional Liability | $9,000,000 to<br>$10,000,000 Per-Occ<br>$1,500,000 Per-Claim/<br>$3,000,000 Aggregate to<br>$2,000,000 Per-Claim/<br>$4,000,000 Aggregate |
| Over $10,000,000 | Umbrella Liability<br>Professional Liability | $10,000,000 or Higher<br>$2,000,000 Per-Claim/<br>$4,000,000 Aggregate<br>or Higher |
| $1,000,000 to $10,000,000 | Contractor's Pollution Legal Liability | $1,000,000 Per-Claim/<br>$2,000,000 Aggregate |
| Over $10,000,000 | Contractor's Pollution Legal Liability | $2,000,000 Per-Claim/<br>$4,000,000 Aggregate |
| | **TAIL COVERAGE** | |
| $1,000,000 to $5,000,000 | Commercial General Liability<br>Professional Liability, and<br>Pollution Legal Liability | One (1) Year |
| Over $5,000,000 | Commercial General Liability<br>Professional Liability, and<br>Pollution Legal Liability | Two (2) Years |
| Any Contract Size | Hazardous Environmental Work | Two (2) Years |

☑ I have read and understand this section

| | |
|---|---|
| 11 | **11.0 SCOPE OF WORK**<br>This project consists of reconstructing a concrete sidewalk to make it ADA compliant as well as restroom restorations that include the following: 500 SF. of concrete removal and concrete sidewalk, ADA ramps, door widening, minisplit installation, wall painting, counter replacement, tile installation.<br>☑ I have read and understand this section |
| 12 | **12.0 BID OR PROPOSAL PREPARATION COST**<br>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.<br>☑ I have read and understand this section |
| 13 | **13.0 TERM OF AGREEMENT**<br>Construction contract time for the project is sixty (60) working days.<br>☑ I have read and understand this section |
| 14 | **14.0 GENERAL CONDITIONS**<br>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.<br>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.<br>City of Laredo Engineering Department<br>1110 Houston St.<br>Laredo, Texas 78040<br>(956) 791-7346<br>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.<br>☑ I have read and understand this section |
| 15 | **15.0 ADDITIONAL DISCUSSIONS**<br>**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.<br>☑ I have read and understand this section |

16

**16.0 TENTATIVE SCHEDULE FOR PROJECT AWARD**

| | |
|---|---|
| 1st Advertisement date: | June 2, 2024 |
| 2nd Advertisement date: | June 9, 2024 |
| Pre-Bid Conference: | June 19, 2024 |
| Questions Deadline: | June 21, 2024 |
| Bid Due Date: | July 10, 2024 - 4:00 pm |
| Bid Opening Date: | July 11, 2024 - 10:30am |
| Anticipated City Council Award: | July 22, 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

**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-09 "CDBG Maria Elida Benavides Restroom and Sidewalk ADA Restoration District 2 Project"** 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-09 "CDBG Maria Elida Benavides Restroom and Sidewalk ADA Restoration District 2 Project."**

☑ I have read and understand this section

18

**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 | **19.0 DISPOSITION OF SUBMITTALS / TEXAS PUBLIC INFORMATION ACT ADHERENCE**<br>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).<br>☑ I have read and understand this section |
| 20 | **20.0 REQUIRED FORMS AND CONTENTS OF RFB SUBMISSION**<br>For an RFB to be considered it must contain the following information:<br><br>**CHECKLIST**<br>**39.0 Tab A - Company Information Questionnaire**<br>**40.0 Tab B - Conflict of Interest Disclosure**<br>**41.0 Tab C - Non-Collusive Affidavit**<br>**42.0 Tab D - Discretionary Contracts Disclosure**<br>**43.0 Tab E - Certificate of Interested Parties (Form 1295)**<br>**Request for Bid Response**<br><br>**Bids without the required check or original bond will NOT be considered.**<br><br>☑ I have read and understand this section |

## Bid Lines

| | | | | | | |
|---|---|---|---|---|---|---|
| 1 | Furnish all labor, Equipment, and material to Excavate, Clear and Grubbing, Haul Off Material as per city specifications to include all labor, material, tools, equipment, etc. Complete in Place | Quantity: 1 | UOM: LS | Price: $5,000.00 | Total: $5,000.00 |
| 2 | Furnish all Labor Equipment, Excavation, Clearing and Grubbing, Haul Off, Materials, Tools, Equipment, Etc. to Remove up to 6" Thick Reinforced Concrete including as per city specifications to include all labor, materials, tools, equipment, etc. Complete in Place | Quantity: 450 | UOM: SF | Price: $10.00 | Total: $4,500.00 |
| 3 | Furnish all Labor, Equipment, and Material to Construct a 4” Thick Reinforced Concrete Sidewalk including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place | Quantity: 450 | UOM: SF | Price: $12.00 | Total: $5,400.00 |
| 4 | Furnish all Labor, Equipment, and Material to Replace Existing Doors with new 3’ Wide ADA Compliant Entrance Doors with Heavy Duty Locking Mechanism including as per city specifications to include all labor material, tools, equipment, etc. Complete in Place | Quantity: 2 | UOM: EA | Price: $3,200.00 | Total: $6,400.00 |

**5** Furnish all Labor, Equipment, and Material to Install Accessible Ramps and Landings (as per ADA Requirements) including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place

Quantity: 3 UOM: EA Price: $2,000.00 Total: $6,000.00

**6** Furnish all labor, equipment, and material to Install 250 lb Capacity Baby Changing Stations as per city specifications to include all labor, materials, tools equipment, etc. Complete in place.

Quantity: 2 UOM: EA Price: $1,000.00 Total: $2,000.00

**7** Furnish all Labor, Equipment, and Material to Install Heavy Duty Automatic Restroom Exhaust Fan, Removal of Vent Window and Cover with Brick including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place

Quantity: 2 UOM: EA Price: $1,800.00 Total: $3,600.00

**8** Furnish all Labor, Equipment, and Material to Install Hand Rails along ADA Ramps leading to Restroom Entrance including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place

Quantity: 2 UOM: EA Price: $3,400.00 Total: $6,800.00

**9** Furnish all Labor, Equipment, and Material to **Install One-Ton Mini Split Air Conditioning Unit (Contractor to verify Electrical System and Upgrade to Handle New Voltage if Needed)** including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place

Quantity: 2 UOM: EA Price: $8,000.00 Total: $16,000.00

**10** Furnish all labor, equipment, and material to Install a Construction Perimeter Chain Link Fence Around Construction Area as per city specifications, to include all labor materials, tools, pavement, etc. Complete in place.

Quantity: 1 UOM: LS Price: $4,500.00 Total: $4,500.00

**11** Include a $5,000.00 Contingency

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

Item Notes: **Note: Include a Contingency Allowance of $5,000.00**

**12** ## Package Header

Additive Alternate #1

*(Line excluded from response total)*

Quantity: 1 UOM: LS Total: $36,600.00

### Package Items

**12.1** Furnish all labor, Equipment, and material **to Remove Existing Counter Tops and Replace with New Formica Counter Tops** as per city specifications to include all labor, material, tools, equipment, etc. Complete in Place

Quantity: 1 UOM: LS Price: $3,000.00 Total: $3,000.00

**12.2** Furnish all Labor Equipment, Excavation, Clearing and Grubbing, Haul Off, Materials, Tools, Equipment, Etc. to Install Temperature Control Devices (Wall Mounted Oscillating Fans) including as per city specifications to include all labor, materials, tools, equipment, etc. Complete in Place

Quantity: 4 UOM: EA Price: $1,600.00 Total: $6,400.00

**12.3** Furnish all Labor, Equipment, and Material to Remove Concrete and Rebuild Entrance to Concession Stand to meet ADA Standards including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place

Quantity: 1 UOM: LS Price: $3,500.00 Total: $3,500.00

**12.4** Furnish all Labor, Equipment, and Material to Install New Cabinets Under the Counter Tops as per city specifications to include all labor material, tools, equipment, etc. Complete in Place

Quantity: 1 UOM: LS Price: $9,500.00 Total: $9,500.00

**12.5** Furnish all Labor, Equipment, and Material to Install New Sink and Faucets in Concession Stand Area including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place

Quantity: 1 UOM: LS Price: $1,200.00 Total: $1,200.00

**12.6** Furnish all labor, equipment, and material to Repaint Walls of the Concession Stands as per city specifications to include all labor, materials, tools equipment, etc. Complete in place.

Quantity: 1 UOM: LS Price: $2,000.00 Total: $2,000.00

**12.7** Furnish all Labor, Equipment, and Material to Replace Metal Curtains on Concession Stand including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place

Quantity: 1 UOM: LS Price: $7,000.00 Total: $7,000.00

**12.8** Furnish all Labor, Equipment, and Material to Install Slip Resistant Tiles on Floor of Concession Stand Area including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place

Quantity: 1 UOM: LS Price: $4,000.00 Total: $4,000.00

**Response Total:** $65,200.00

# FY24-ENG-09 Addendum 1
# Sima Contractors, LLC
# Supplier Response

## Event Information

Number: FY24-ENG-09 Addendum 1
Title: CDBG Maria Elida Benavides Restroom and Sidewalk ADA Restoration District 2 Project
Type: Request For Bid
Issue Date: 6/10/2024
Deadline: 7/10/2024 04:00 PM (CT)
Notes: Bidders are strongly encouraged to submit their Request for Bid electronically through the use of Cit-E-Bid or in person - hand delivery. Bids without the required check or original bond will NOT be considered. Mailed responses (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile responses will NOT be considered. Copies of the construction plans and specifications may be viewed and/or downloaded free of charge from the City of Laredo website at: https://www.cityoflaredo.com/ https://cityoflaredo.ionwave.net/

**Construction Companies are strongly encouraged to submit their Request for Bid electronically through the use of Cit-E-Bid**

**and you must register as a supplier/consultant prior to submitting. If bidder needs to hand-deliver sealed Request For Bid, please follow the steps below:**

**MANUAL REQUEST FOR BID DROP OFF-PROCEDURES**

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

1. Please make sure that the bid is in a sealed envelope marked with the following:
   - Request for Bid Title
   - Name of Company submitting Bid
   - Address of Company submitting Bid
   - Phone number of Company submitting Bid
2. Please notify security officer that you are there to drop off an Request for Bid with the City Secretary's office. The security officer will notify the City Secretary's office and one of our staff members will go downstairs to receive the package.
3. All persons should wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you. **(We highly recommend persons to wait to receive a copy of the time-stamped envelope.)**

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

## Contact Information


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

## Sima Contractors, LLC Information

Contact: Patricia Contreras
Address: 203 Valladolid
Laredo, TX 78046
Phone: (956) 625-8259
Email: patty@simacontractors.com

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

Patricia Contreras
*Signature*

patty@simacontractors.com
*Email*

*Submitted at 7/10/2024 01:46:53 PM (CT)*

## Requested Attachments

**Notice to Bidders** — *No response*

Bidders shall review and be familiar with this information.

**39.0 TAB A - COMPANY INFORMATION QUESTIONNAIRE** — Tab A.pdf

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** — Tab B.pdf

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** — Tab C.pdf

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** — Tab D.pdf

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.

**FY24-ENG-09 - Specifications Book** — BB and spec book.pdf

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

**FY24-ENG-09 Construction Plans** — *No response*

Bidders shall review and be familiar with this information.

**Addendum 1 - Maria Elida Benavides** — Addendum 1 (37).pdf

Bidders shall review and acknowledge Addendum #1

## Bid Attributes

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| 1 | **1.0 GENERAL TERMS AND CONDITIONS FOR REQUEST FOR BID**<br>Interested Respondents or Bidders are required to submit a Request for Bid (RFB) upon the following expressed conditions:<br>(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.<br><br>☑ I agree to the General Terms and Conditions |
| 2 | **2.0 PREPARATION OF SUBMITTALS**<br>Submittals shall be prepared in accordance with the following:<br>(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.<br>☑ I have read and understand this section |
| 3 | **3.0 SUBMISSION OF BIDS**<br>(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.<br>☑ I have read and understand this section |

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| 4 | **4.0 REJECTION OF REQUEST FOR BID**<br>The City may reject a Request For Bid (RFB) if:<br>(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.<br>☑ I have read and understand this section |
| 5 | **5.0 WITHDRAWAL OF REQUEST OF BID**<br>Bids or proposals may not be withdrawn after they have been opened unless approved by the City Council.<br>☑ I have read and understand this section |
| 6 | **6.0 LATE SUBMITTALS OR MODIFICATIONS**<br>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.<br>☑ I have read and understand this section |

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| 7 | **7.0 CLARIFICATIONS OR OBJECTION TO REQUEST FOR BID (RFB/Submittal)**<br>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.<br><br>**PROTEST**<br>The following sequence of activities must take palace in filing a protest:<br>(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.<br>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.<br>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).**<br>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.<br><br>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).**<br>☑ I have read and understand this section |

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| 8 | **8.0 AWARD OF CONTRACT**<br>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.<br>☑ I have read and understand this section |
| 9 | **9.0 PAYMENTS & INVOICING**<br>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**.<br>☑ I have read and understand this section |
| 10 | **10.0 CONTRACT REQUIREMENTS**<br>**(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.<br>**(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.<br>**(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.<br>**(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.<br>**(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.<br>**(f) DISCRETIONARY CONTRACTS DISCLOSURE (Form Attached: Section 42.0-Tab D)**<br>This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo.<br>**(g) CERTIFICATE OF INTERESTED PARTIES (Form 1295) (Form Attached: Section 43.0-Tab E)**<br>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 (I) to two (2) years after the project is completed.

11. For project s 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<br>Professional Liability | Not Required<br>$1,000,000 Per-Claim<br>$2,000,000 Aggregate |
| $1,000,000 to $5,000,000 | Umbrella Liability<br>Professional Liability | $4,000,000 Per-Occ<br>$1,500,000 Per-Claim<br>$3,000,000 Aggregate |
| $5,000,000 to $10,000,000 | Umbrella Liability<br><br>Professional Liability | $9,000,000 to<br>$10,000,000 Per-Occ<br>$1,500,000 Per-Claim/<br>$3,000,000 Aggregate to<br>$2,000,000 Per-Claim/<br>$4,000,000 Aggregate |
| Over $10,000,000 | Umbrella Liability<br>Professional Liability | $10,000,000 or Higher<br>$2,000,000 Per-Claim/<br>$4,000,000 Aggregate<br>or Higher |
| $1,000,000 to $10,000,000 | Contractor's Pollution Legal Liability | $1,000,000 Per-Claim/<br>$2,000,000 Aggregate |
| Over $10,000,000 | Contractor's Pollution Legal Liability | $2,000,000 Per-Claim/<br>$4,000,000 Aggregate |
| | **TAIL COVERAGE** | |
| $1,000,000 to $5,000,000 | Commercial General Liability<br>Professional Liability, and<br>Pollution Legal Liability | One (1) Year |
| Over $5,000,000 | Commercial General Liability<br>Professional Liability, and<br>Pollution Legal Liability | Two (2) Years |
| Any Contract Size | Hazardous Environmental Work | Two (2) Years |

☑ I have read and understand this section

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| 11 | **11.0 SCOPE OF WORK**<br>This project consists of reconstructing a concrete sidewalk to make it ADA compliant as well as restroom restorations that include the following: 500 SF. of concrete removal and concrete sidewalk, ADA ramps, door widening, minisplit installation, wall painting, counter replacement, tile installation.<br>☑ I have read and understand this section |
| 12 | **12.0 BID OR PROPOSAL PREPARATION COST**<br>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.<br>☑ I have read and understand this section |
| 13 | **13.0 TERM OF AGREEMENT**<br>Construction contract time for the project is sixty (60) working days.<br>☑ I have read and understand this section |
| 14 | **14.0 GENERAL CONDITIONS**<br>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.<br>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.<br>City of Laredo Engineering Department<br>1110 Houston St.<br>Laredo, Texas 78040<br>(956) 791-7346<br>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.<br>☑ I have read and understand this section |
| 15 | **15.0 ADDITIONAL DISCUSSIONS**<br>**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.<br>☑ I have read and understand this section |

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**16.0 TENTATIVE SCHEDULE FOR PROJECT AWARD**

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| 1st Advertisement date: | June 2, 2024 |
| 2nd Advertisement date: | June 9, 2024 |
| Pre-Bid Conference: | June 19, 2024 |
| Questions Deadline: | June 21, 2024 |
| Bid Due Date: | July 10, 2024 - 4:00 pm |
| Bid Opening Date: | July 11, 2024 - 10:30am |
| Anticipated City Council Award: | July 22, 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

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**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-09 "CDBG Maria Elida Benavides Restroom and Sidewalk ADA Restoration District 2 Project"** 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-09 "CDBG Maria Elida Benavides Restroom and Sidewalk ADA Restoration District 2 Project."**

☑ I have read and understand this section

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**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 **19.0 DISPOSITION OF SUBMITTALS / TEXAS PUBLIC INFORMATION ACT ADHERENCE**

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

☑ I have read and understand this section

20 **20.0 REQUIRED FORMS AND CONTENTS OF RFB SUBMISSION**

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

**CHECKLIST**

**39.0 Tab A - Company Information Questionnaire**
**40.0 Tab B - Conflict of Interest Disclosure**
**41.0 Tab C - Non-Collusive Affidavit**
**42.0 Tab D - Discretionary Contracts Disclosure**
**43.0 Tab E - Certificate of Interested Parties (Form 1295)**
**Request for Bid Response**

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

☑ I have read and understand this section

## Bid Lines

**1** Furnish all labor, Equipment, and material to Excavate, Clear and Grubbing, Haul Off Material as per city specifications to include all labor, material, tools, equipment, etc. Complete in Place

Quantity: 1 UOM: LS Price: $3,650.00 Total: $3,650.00

**2** Furnish all Labor Equipment, Excavation, Clearing and Grubbing, Haul Off, Materials, Tools, Equipment, Etc. to Remove up to 6" Thick Reinforced Concrete including as per city specifications to include all labor, materials, tools, equipment, etc. Complete in Place

Quantity: 450 UOM: SF Price: $17.00 Total: $7,650.00

**3** Furnish all Labor, Equipment, and Material to Construct a 4” Thick Reinforced Concrete Sidewalk including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place

Quantity: 450 UOM: SF Price: $21.50 Total: $9,675.00

**4** Furnish all Labor, Equipment, and Material to Replace Existing Doors with new 3’ Wide ADA Compliant Entrance Doors with Heavy Duty Locking Mechanism including as per city specifications to include all labor material, tools, equipment, etc. Complete in Place

Quantity: 2 UOM: EA Price: $5,800.00 Total: $11,600.00

**5** Furnish all Labor, Equipment, and Material to Install Accessible Ramps and Landings (as per ADA Requirements) including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place

Quantity: 3 UOM: EA Price: $2,500.00 Total: $7,500.00

**6** Furnish all labor, equipment, and material to Install 250 lb Capacity Baby Changing Stations as per city specifications to include all labor, materials, tools equipment, etc. Complete in place.

Quantity: 2 UOM: EA Price: $1,500.00 Total: $3,000.00

**7** Furnish all Labor, Equipment, and Material to Install Heavy Duty Automatic Restroom Exhaust Fan, Removal of Vent Window and Cover with Brick including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place

Quantity: 2 UOM: EA Price: $4,800.00 Total: $9,600.00

**8** Furnish all Labor, Equipment, and Material to Install Hand Rails along ADA Ramps leading to Restroom Entrance including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place

Quantity: 2 UOM: EA Price: $3,300.00 Total: $6,600.00

**9** Furnish all Labor, Equipment, and Material to **Install One-Ton Mini Split Air Conditioning Unit (Contractor to verify Electrical System and Upgrade to Handle New Voltage if Needed)** including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place

Quantity: 2 UOM: EA Price: $7,500.00 Total: $15,000.00

**10** Furnish all labor, equipment, and material to Install a Construction Perimeter Chain Link Fence Around Construction Area as per city specifications, to include all labor materials, tools, pavement, etc. Complete in place.

Quantity: 1 UOM: LS Price: $4,500.00 Total: $4,500.00

**11** Include a $5,000.00 Contingency

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

Item Notes: **Note: Include a Contingency Allowance of $5,000.00**

**12** ## Package Header

Additive Alternate #1

*(Line excluded from response total)*

Quantity: 1 UOM: LS Total: $39,800.00

### Package Items

**12.1** Furnish all labor, Equipment, and material **to Remove Existing Counter Tops and Replace with New Formica Counter Tops** as per city specifications to include all labor, material, tools, equipment, etc. Complete in Place

Quantity: 1 UOM: LS Price: $2,800.00 Total: $2,800.00

**12.2** Furnish all Labor Equipment, Excavation, Clearing and Grubbing, Haul Off, Materials, Tools, Equipment, Etc. to Install Temperature Control Devices (Wall Mounted Oscillating Fans) including as per city specifications to include all labor, materials, tools, equipment, etc. Complete in Place

Quantity: 4 UOM: EA Price: $1,300.00 Total: $5,200.00

**12.3** Furnish all Labor, Equipment, and Material to Remove Concrete and Rebuild Entrance to Concession Stand to meet ADA Standards including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place

Quantity: 1 UOM: LS Price: $2,500.00 Total: $2,500.00

**12.4** Furnish all Labor, Equipment, and Material to Install New Cabinets Under the Counter Tops as per city specifications to include all labor material, tools, equipment, etc. Complete in Place

Quantity: 1 UOM: LS Price: $12,100.00 Total: $12,100.00

**12.5** Furnish all Labor, Equipment, and Material to Install New Sink and Faucets in Concession Stand Area including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place

Quantity: 1 UOM: LS Price: $3,000.00 Total: $3,000.00

**12.6** Furnish all labor, equipment, and material to Repaint Walls of the Concession Stands as per city specifications to include all labor, materials, tools equipment, etc. Complete in place.

Quantity: 1 UOM: LS Price: $2,200.00 Total: $2,200.00

**12.7** Furnish all Labor, Equipment, and Material to Replace Metal Curtains on Concession Stand including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place

Quantity: 1 UOM: LS Price: $8,500.00 Total: $8,500.00

**12.8** Furnish all Labor, Equipment, and Material to Install Slip Resistant Tiles on Floor of Concession Stand Area including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place

Quantity: 1 UOM: LS Price: $3,500.00 Total: $3,500.00

**Response Total:** $83,775.00

# FY24-ENG-09 Addendum 1
# Zertuche Construction Texas LLC
# Supplier Response

## Event Information

Number: FY24-ENG-09 Addendum 1
Title: CDBG Maria Elida Benavides Restroom and Sidewalk ADA Restoration District 2 Project
Type: Request For Bid
Issue Date: 6/10/2024
Deadline: 7/10/2024 04:00 PM (CT)
Notes: Bidders are strongly encouraged to submit their Request for Bid electronically through the use of Cit-E-Bid or in person - hand delivery. Bids without the required check or original bond will NOT be considered. Mailed responses (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile responses will NOT be considered. Copies of the construction plans and specifications may be viewed and/or downloaded free of charge from the City of Laredo website at: https://www.cityoflaredo.com/ https://cityoflaredo.ionwave.net/

**Construction Companies are strongly encouraged to submit their Request for Bid electronically through the use of Cit-E-Bid**

**and you must register as a supplier/consultant prior to submitting. If bidder needs to hand-deliver sealed Request For Bid, please follow the steps below:**

**MANUAL REQUEST FOR BID DROP OFF-PROCEDURES**

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

1. Please make sure that the bid is in a sealed envelope marked with the following:
   - Request for Bid Title
   - Name of Company submitting Bid
   - Address of Company submitting Bid
   - Phone number of Company submitting Bid
2. Please notify security officer that you are there to drop off an Request for Bid with the City Secretary's office. The security officer will notify the City Secretary's office and one of our staff members will go downstairs to receive the package.
3. All persons should wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you. **(We highly recommend persons to wait to receive a copy of the time-stamped envelope.)**

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

## Contact Information


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

## Zertuche Construction Texas LLC Information


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


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

Ramon Zertuche II
*Signature*

mary@zertucheconstruction.com
*Email*

*Submitted at 7/10/2024 12:45:45 PM (CT)*

## Requested Attachments

**Notice to Bidders**

FY24-ENG-09-05302024105054.pdf

Bidders shall review and be familiar with this information.

**39.0 TAB A - COMPANY INFORMATION QUESTIONNAIRE**

39.0 TAB A - Company Information Questionnaire.pdf

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**

40.0 TAB B - Conflict of Interest Disclosure.pdf

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**

41.0 TAB C - Non-Collusive Affidavit.pdf

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**

42.0 TAB D - Discretionary Contracts Disclosure.pdf

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)**

TAB E - COI.pdf

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.

**FY24-ENG-09 - Specifications Book**

FY24-ENG-09 Specifications Book.pdf

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

**FY24-ENG-09 Construction Plans**

FY24-ENG-09 Construction Plans.pdf

Bidders shall review and be familiar with this information.

**Addendum 1 - Maria Elida Benavides**

Addendum 1 -Maria Elida Benavidez.pdf

Bidders shall review and acknowledge Addendum #1

## Response Attachments

**6-27-24 bid bond City of Laredo Benavides RR eSigned & Sealed.pdf**

BID BOND

## Bid Attributes

| | |
|---|---|
| 1 | **1.0 GENERAL TERMS AND CONDITIONS FOR REQUEST FOR BID**<br>Interested Respondents or Bidders are required to submit a Request for Bid (RFB) upon the following expressed conditions:<br>(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.<br><br>☑ I agree to the General Terms and Conditions |
| 2 | **2.0 PREPARATION OF SUBMITTALS**<br>Submittals shall be prepared in accordance with the following:<br>(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.<br>☑ I have read and understand this section |
| 3 | **3.0 SUBMISSION OF BIDS**<br>(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.<br>☑ I have read and understand this section |

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| 4 | **4.0 REJECTION OF REQUEST FOR BID**<br>The City may reject a Request For Bid (RFB) if:<br>(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.<br>☑ I have read and understand this section |
| 5 | **5.0 WITHDRAWAL OF REQUEST OF BID**<br>Bids or proposals may not be withdrawn after they have been opened unless approved by the City Council.<br>☑ I have read and understand this section |
| 6 | **6.0 LATE SUBMITTALS OR MODIFICATIONS**<br>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.<br>☑ I have read and understand this section |

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| 7 | **7.0 CLARIFICATIONS OR OBJECTION TO REQUEST FOR BID (RFB/Submittal)**<br>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.<br><br>**PROTEST**<br>The following sequence of activities must take palace in filing a protest:<br>(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.<br>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.<br>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).**<br>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.<br><br>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).**<br>☑ I have read and understand this section |

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| 8 | **8.0 AWARD OF CONTRACT**<br>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.<br>☑ I have read and understand this section |
| 9 | **9.0 PAYMENTS & INVOICING**<br>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**.<br>☑ I have read and understand this section |
| 10 | **10.0 CONTRACT REQUIREMENTS**<br>**(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.<br>**(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.<br>**(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.<br>**(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.<br>**(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.<br>**(f) DISCRETIONARY CONTRACTS DISCLOSURE (Form Attached: Section 42.0-Tab D)**<br>This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo.<br>**(g) CERTIFICATE OF INTERESTED PARTIES (Form 1295) (Form Attached: Section 43.0-Tab E)**<br>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 (l) to two (2) years after the project is completed.

11. For project s 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<br>Professional Liability | Not Required<br>$1,000,000 Per-Claim<br>$2,000,000 Aggregate |
| $1,000,000 to $5,000,000 | Umbrella Liability<br>Professional Liability | $4,000,000 Per-Occ<br>$1,500,000 Per-Claim<br>$3,000,000 Aggregate |
| $5,000,000 to $10,000,000 | Umbrella Liability<br><br>Professional Liability | $9,000,000 to<br>$10,000,000 Per-Occ<br>$1,500,000 Per-Claim/<br>$3,000,000 Aggregate to<br>$2,000,000 Per-Claim/<br>$4,000,000 Aggregate |
| Over $10,000,000 | Umbrella Liability<br>Professional Liability | $10,000,000 or Higher<br>$2,000,000 Per-Claim/<br>$4,000,000 Aggregate<br>or Higher |
| $1,000,000 to $10,000,000 | Contractor's Pollution Legal Liability | $1,000,000 Per-Claim/<br>$2,000,000 Aggregate |
| Over $10,000,000 | Contractor's Pollution Legal Liability | $2,000,000 Per-Claim/<br>$4,000,000 Aggregate |
| | **TAIL COVERAGE** | |
| $1,000,000 to $5,000,000 | Commercial General Liability<br>Professional Liability, and<br>Pollution Legal Liability | One (1) Year |
| Over $5,000,000 | Commercial General Liability<br>Professional Liability, and<br>Pollution Legal Liability | Two (2) Years |
| Any Contract Size | Hazardous Environmental Work | Two (2) Years |

☑ I have read and understand this section

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| 11 | **11.0 SCOPE OF WORK**<br>This project consists of reconstructing a concrete sidewalk to make it ADA compliant as well as restroom restorations that include the following: 500 SF. of concrete removal and concrete sidewalk, ADA ramps, door widening, minisplit installation, wall painting, counter replacement, tile installation.<br>☑ I have read and understand this section |
| 12 | **12.0 BID OR PROPOSAL PREPARATION COST**<br>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.<br>☑ I have read and understand this section |
| 13 | **13.0 TERM OF AGREEMENT**<br>Construction contract time for the project is sixty (60) working days.<br>☑ I have read and understand this section |
| 14 | **14.0 GENERAL CONDITIONS**<br>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.<br>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.<br>City of Laredo Engineering Department<br>1110 Houston St.<br>Laredo, Texas 78040<br>(956) 791-7346<br>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.<br>☑ I have read and understand this section |
| 15 | **15.0 ADDITIONAL DISCUSSIONS**<br>**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.<br>☑ I have read and understand this section |

16

**16.0 TENTATIVE SCHEDULE FOR PROJECT AWARD**

| | |
|---|---|
| 1st Advertisement date: | June 2, 2024 |
| 2nd Advertisement date: | June 9, 2024 |
| Pre-Bid Conference: | June 19, 2024 |
| Questions Deadline: | June 21, 2024 |
| Bid Due Date: | July 10, 2024 - 4:00 pm |
| Bid Opening Date: | July 11, 2024 - 10:30am |
| Anticipated City Council Award: | July 22, 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

**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-09 "CDBG Maria Elida Benavides Restroom and Sidewalk ADA Restoration District 2 Project"** 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-09 "CDBG Maria Elida Benavides Restroom and Sidewalk ADA Restoration District 2 Project."**

☑ I have read and understand this section

18

**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 | **19.0 DISPOSITION OF SUBMITTALS / TEXAS PUBLIC INFORMATION ACT ADHERENCE**<br>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).<br>☑ I have read and understand this section |
| 20 | **20.0 REQUIRED FORMS AND CONTENTS OF RFB SUBMISSION**<br>For an RFB to be considered it must contain the following information:<br><br>**CHECKLIST**<br>**39.0 Tab A - Company Information Questionnaire**<br>**40.0 Tab B - Conflict of Interest Disclosure**<br>**41.0 Tab C - Non-Collusive Affidavit**<br>**42.0 Tab D - Discretionary Contracts Disclosure**<br>**43.0 Tab E - Certificate of Interested Parties (Form 1295)**<br>**Request for Bid Response**<br><br>**Bids without the required check or original bond will NOT be considered.**<br><br>☑ I have read and understand this section |

## Bid Lines

| | | | | | | |
|---|---|---|---|---|---|---|
| 1 | Furnish all labor, Equipment, and material to Excavate, Clear and Grubbing, Haul Off Material as per city specifications to include all labor, material, tools, equipment, etc. Complete in Place | | | | | |
| | Quantity: 1 | UOM: LS | Price: | $16,994.29 | Total: | $16,994.29 |
| 2 | Furnish all Labor Equipment, Excavation, Clearing and Grubbing, Haul Off, Materials, Tools, Equipment, Etc. to Remove up to 6" Thick Reinforced Concrete including as per city specifications to include all labor, materials, tools, equipment, etc. Complete in Place | | | | | |
| | Quantity: 450 | UOM: SF | Price: | $27.79 | Total: | $12,505.50 |
| 3 | Furnish all Labor, Equipment, and Material to Construct a 4” Thick Reinforced Concrete Sidewalk including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place | | | | | |
| | Quantity: 450 | UOM: SF | Price: | $18.87 | Total: | $8,491.50 |
| 4 | Furnish all Labor, Equipment, and Material to Replace Existing Doors with new 3’ Wide ADA Compliant Entrance Doors with Heavy Duty Locking Mechanism including as per city specifications to include all labor material, tools, equipment, etc. Complete in Place | | | | | |
| | Quantity: 2 | UOM: EA | Price: | $3,825.56 | Total: | $7,651.12 |

**5** Furnish all Labor, Equipment, and Material to Install Accessible Ramps and Landings (as per ADA Requirements) including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place

Quantity: 3 UOM: EA Price: $3,589.69 Total: $10,769.07

**6** Furnish all labor, equipment, and material to Install 250 lb Capacity Baby Changing Stations as per city specifications to include all labor, materials, tools equipment, etc. Complete in place.

Quantity: 2 UOM: EA Price: $1,544.94 Total: $3,089.88

**7** Furnish all Labor, Equipment, and Material to Install Heavy Duty Automatic Restroom Exhaust Fan, Removal of Vent Window and Cover with Brick including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place

Quantity: 2 UOM: EA Price: $9,379.97 Total: $18,759.94

**8** Furnish all Labor, Equipment, and Material to Install Hand Rails along ADA Ramps leading to Restroom Entrance including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place

Quantity: 2 UOM: EA Price: $5,120.36 Total: $10,240.72

**9** Furnish all Labor, Equipment, and Material to **Install One-Ton Mini Split Air Conditioning Unit (Contractor to verify Electrical System and Upgrade to Handle New Voltage if Needed)** including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place

Quantity: 2 UOM: EA Price: $8,533.93 Total: $17,067.86

**10** Furnish all labor, equipment, and material to Install a Construction Perimeter Chain Link Fence Around Construction Area as per city specifications, to include all labor materials, tools, pavement, etc. Complete in place.

Quantity: 1 UOM: LS Price: $2,354.19 Total: $2,354.19

**11** Include a $5,000.00 Contingency

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

Item Notes: **Note: Include a Contingency Allowance of $5,000.00**

**12** ## Package Header

Additive Alternate #1
*(Line excluded from response total)*

Quantity: 1 UOM: LS Total: $78,068.75

### Package Items

**12.1** Furnish all labor, Equipment, and material **to Remove Existing Counter Tops and Replace with New Formica Counter Tops** as per city specifications to include all labor, material, tools, equipment, etc. Complete in Place

Quantity: 1 UOM: LS Price: $4,218.75 Total: $4,218.75

**12.2** Furnish all Labor Equipment, Excavation, Clearing and Grubbing, Haul Off, Materials, Tools, Equipment, Etc. to Install Temperature Control Devices (Wall Mounted Oscillating Fans) including as per city specifications to include all labor, materials, tools, equipment, etc. Complete in Place

Quantity: 4 UOM: EA Price: $1,500.00 Total: $6,000.00

**12.3** Furnish all Labor, Equipment, and Material to Remove Concrete and Rebuild Entrance to Concession Stand to meet ADA Standards including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place

Quantity: 1 UOM: LS Price: $10,625.00 Total: $10,625.00

**12.4** Furnish all Labor, Equipment, and Material to Install New Cabinets Under the Counter Tops as per city specifications to include all labor material, tools, equipment, etc. Complete in Place

Quantity: 1 UOM: LS Price: $16,875.00 Total: $16,875.00

**12.5** Furnish all Labor, Equipment, and Material to Install New Sink and Faucets in Concession Stand Area including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place

Quantity: 1 UOM: LS Price: $3,250.00 Total: $3,250.00

**12.6** Furnish all labor, equipment, and material to Repaint Walls of the Concession Stands as per city specifications to include all labor, materials, tools equipment, etc. Complete in place.

Quantity: 1 UOM: LS Price: $5,625.00 Total: $5,625.00

**12.7** Furnish all Labor, Equipment, and Material to Replace Metal Curtains on Concession Stand including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place

Quantity: 1 UOM: LS Price: $20,625.00 Total: $20,625.00

**12.8** Furnish all Labor, Equipment, and Material to Install Slip Resistant Tiles on Floor of Concession Stand Area including as per city specifications, to include all labor, material, tools, equipment, etc. Complete in Place

Quantity: 1 UOM: LS Price: $10,850.00 Total: $10,850.00

**Response Total:** $112,924.07

## City Council

**Meeting Date:** 8/5/2024 **Consent Agenda 33.**

**SUBJECT**
Consideration to reject both bids received for FY24-ENG-35 Clark Beautification Phase 2 - District IV for landscaping and concrete median improvements along Clark Boulevard (Meadow Avenue - Arkansas Avenue). The bids received exceeded the estimated budget amount. There is no financial impact at this time.

1. Zertuche Construction Texas, LLC., Laredo, Texas
   Total Base Bid Amount $953,960.53
2. ALC Construction, Co., Laredo, Texas
   Total Base Bid Amount $349,080.01

Refer to attached letter of recommendation.

**PREVIOUS COUNCIL ACTION**
None.

**BACKGROUND**
This project consists of landscaping and concrete median improvements along Clark Boulevard beginning from Arkansas Avenue to Meadow Avenue in accordance with AASHTO and the Texas Manual on Uniform Traffic Control Devices for Streets and Highways.

Construction contract time for the project is (60) working days.

A total of (2) bids were received at the City Secretary's office on Wednesday, July 10, 2024 at 4:00 P.M. which were publicly opened, read and taken advertisement on Thursday, July 11, 2024 at 10:00 A.M.

| Contractor | Total Base Bid including Contingency Allowance |
|---|---|
| Zertuche Construction Texas, LLC | $953,960.53 |
| ALC Construction, Co | $349,080.01 |

Staff recommends the rejection of bids received.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**

Approval of this motion.

## Fiscal Impact

| | |
|---|---|
| Fiscal Year: | Click or tap here to enter text. |
| Budgeted Y/N?: | Click or tap here to enter text. |
| Source of Funds: | Click or tap here to enter text. |
| Account #: | Click or tap here to enter text. |
| Change Order: Exceeds 25% Y/N: | Click or tap here to enter text. |

**FINANCIAL IMPACT:**
There is no financial impact at this time.

# CITY OF LAREDO

ENGINEERING DEPARTMENT

July 16, 2024

Joseph Neeb
City Manager
1110 Houston St.
Laredo, Texas 78040

SUBJECT: FY24-ENG-35 Clark Beautification Phase 2 – District IV

Dear Mr. Neeb,

Pursuant to both base bids received at the City Secretary's office on Wednesday, July 10, 2024 at 4:00 P.M. which were publicly opened, read and taken advertisement on Thursday, July 11, 2024 at 10:00 A.M.

Based on our evaluation of both bids received from **Zertuche Construction Texas, LLC.** in the amount of **$953,960.53,** which includes a $5,000.00 contingency allowance, and **ALC Construction, Co., Inc** in the amount of **$349,080.01** which includes a $5,000.00 contingency allowance, it has been determined that they exceed the allocated budget amount for this project. Therefore, the City of Laredo Engineering Department recommends to reject both bids received from **Zertuche Construction Texas, LLC** and **ALC Construction, Co., Inc**

Please feel free to our office for any additional information related to this project.

Eliud De Los Santos, P.E.
Civil Engineer II

Jose A. Valdez, Jr., Assistant City Manager
jvaldez5@ci.laredo.tx.us

Steve E. Landin, CPM, Assistant City Manager
slandin@ci.laredo.tx.us

# FY24-ENG-35 Clark Beautification Phase 2 – District IV

| BID TABULATION | | | | Zeryuche Construction Texas LLC, Laredo, TX. Bid Bond: YES Addendum #1: YES | | | ALC Construction Co., Inc., Laredo TX. Bid Bond: YES Addendum #1: YES | |
|---|---|---|---|---|---|---|---|---|
| Line | Description | Qty | UOM | Bid Unit Price | Bid Total Price | | Bid Unit Price | Bid Total Price |
| 1.1 | Furnish all labor, equipment, and material to Excavate, Clearing and Grubbing, and Haul Off as per city specifications, to include all labor materials, tools, pavement, etc. Complete in place. | 1 | LS | $18,154.36 | $18,154.36 | | $40,000.00 | $40,000.00 |
| 1.2 | Furnish all labor, equipment, and material to plant 2" caliper and between 8'-10' height live oak trees including as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place. | 98 | EA | $695.90 | $68,198.20 | | $600.00 | $58,800.00 |
| 1.3 | Furnish all labor, equipment, traffic control, and material to maintain the Clark Blvd. median for 3 years with a 2 year renewal option as per city specifications to include all labor, materials, tools equipment, etc. Total payment to be divided into equal monthly installment for its duration. Complete in place | 3 | YRS | $60,466.20 | $181,398.60 | | $33,333.33 | $99,999.99 |
| 1.4 | Furnish all labor, equipment, traffic control and material to maintain and irrigate using a (TreeGator or approved equal) all vegetation on median for 3 years with a 2 year renewal option as per city specifications to include all labor, materials, tools equipment, maintenance, etc. Total payment to be divided into equal monthly installments for its duration. Complete in place | 3 | YRS | $212,636.90 | $637,910.70 | | $33,333.34 | $100,000.02 |
| 1.5 | Furnish all labor, equipment, and material to install weed barrier for each tree as per city specifications to include all labor, materials, tools, equipment, maintenance, etc. Complete in place | 98 | EA | $33.40 | $3,273.20 | | $200.00 | $19,600.00 |
| 1.6 | Furnish all labor, equipment, and material to install (2) achoring stakes for each tree as per city specifications to include all labor, materials, tools, equipment, etc. Complete in place | 196 | EA | $86.99 | $17,050.04 | | $30.00 | $5,880.00 |
| 1.7 | Furnish all labor, equipment, and material to install Mulch for each tree as per city specifications to include all labor, materials, tools, equipment, etc. Complete in place | 98 | EA | $54.55 | $5,345.90 | | $100.00 | $9,800.00 |
| 1.8 | Provide traffic control as necessary per city specifications to include all labor, materials, tools, equipment, etc. Complete in place | 1 | LS | $17,629.53 | $17,629.53 | | $10,000.00 | $10,000.00 |
| 1.9 | Contingency Allowance | 1 | LS | $5,000.00 | $5,000.00 | | $5,000.00 | $5,000.00 |
| | | TOTAL BASE BID | | | $953,960.53 | | | $349,080.01 |

## Alternate #1

| Line | Description | Qty | UOM | Bid Unit Price | Bid Total Price | | Bid Unit Price | Bid Total Price |
|---|---|---|---|---|---|---|---|---|
| 1.2 | Furnish all labor, equipment, maintenance, and material to plant 2" caliper and between 8'-10' height live oak trees as per city specifications, to include all labor materials, tools, equipment, maintenance, etc. Complete in place | 98 | EA | $695.90 | $68,198.20 | | $600.00 | $58,800.00 |
| 2.1 | Furnish all labor, equipment, maintenance, and material to plant 2" caliper and between 8'-10' height white oak trees as per city specifications, to include all labor materials, tools, equipment, maintenance, etc. Complete in place | 98 | EA | $600.00 | $58,800.00 | | $700.00 | $68,600.00 |
| | | TOTAL DEDUCTIVE BID #1 | | | -$9,398.20 | | | $9,800.00 |

## Alternate #2

| Line | Description | Qty | UOM | Bid Unit Price | Bid Total Price | | Bid Unit Price | Bid Total Price |
|---|---|---|---|---|---|---|---|---|
| 1.2 | Furnish all labor, equipment, maintenance, and material to plant 2" caliper and between 8'-10' height live oak trees as per city specifications, to include all labor materials, tools, equipment, maintenance, etc. Complete in place | 98 | EA | $695.90 | $68,198.20 | | $600.00 | $58,800.00 |
| 2.2 | Furnish all labor, equipment, maintenance, and material to plant 2" caliper and between 8'-10' height American Sycamore trees as per city specifications, to include all labor materials, tools, equipment, maintenance, etc. Complete in place | 98 | EA | $600.00 | $58,800.00 | | $700.00 | $68,600.00 |
| | | TOTAL DEDUCTIVE BID #2 | | | -$9,398.20 | | | $9,800.00 |

## Alternate #3

| Line | Description | Qty | UOM | Bid Unit Price | Bid Total Price | | Bid Unit Price | Bid Total Price |
|---|---|---|---|---|---|---|---|---|
| 1.2 | Furnish all labor, equipment, maintenance, and material to plant 2" caliper and between 8'-10' height live oak trees as per city specifications, to include all labor materials, tools, equipment, maintenance, etc. Complete in place | 98 | EA | $695.90 | $68,198.20 | | $600.00 | $58,800.00 |
| 2.3 | Furnish all labor, equipment, maintenance, and material to plant 2" caliper and between 8'-10' height Chinese Pistache trees as per city specifications, to include all labor materials, tools, equipment, maintenance, etc. Complete in place | 98 | EA | $600.00 | $58,800.00 | | $700.00 | $68,600.00 |
| | | TOTAL DEDUCTIVE BID #3 | | | -$9,398.20 | | | $9,800.00 |

| Alternate #4 | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Line** | **Description** | **Qty** | **UOM** | **Bid Unit Price** | **Bid Total Price** | **Bid Unit Price** | **Bid Total Price** |
| 1.2 | Furnish all labor, equipment, maintenance, and material to plant 2" caliper and between 8'-10' height live oak trees as per city specifications, to include all labor materials, tools, equipment, maintenance, etc. Complete in place | 98 | EA | $695.90 | $68,198.20 | $600.00 | $58,800.00 |
| 2.4 | Furnish all labor, equipment, maintenance, and material to plant 3" caliper and between 12'-14' height live oak trees as per city specifications, to include all labor materials, tools, equipment, maintenance, etc. Complete in place | 98 | EA | $830.00 | $81,340.00 | $850.00 | $83,300.00 |
| | | TOTAL DEDUCTIVE BID #4 | | | $13,141.80 | | $24,500.00 |

| Alternate #5 | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Line** | **Description** | **Qty** | **UOM** | **Bid Unit Price** | **Bid Total Price** | **Bid Unit Price** | **Bid Total Price** |
| 1.3 | Furnish all labor, equipment, traffic control, and material to maintain the Clark Blvd. median for 3 years with a 2 year renewal option as per city specifications to include all labor, materials, tools equipment, etc. Total payment to be divided into equal monthly installment for its duration. Complete in place | 3 | YRS | $60,466.20 | $181,398.60 | $33,333.33 | $99,999.99 |
| 2.5 | Furnish all labor, equipment, traffic control, and material to maintain the Clark Blvd. median for 5 years with a 2 year renewal option as per city specifications to include all labor, materials, tools equipment, maintenance, etc. Total payment to be divided into equal monthly installments for its duration. Complete in place | 5 | YRS | $53,421.41 | $267,107.05 | $33,333.00 | $166,665.00 |
| | | TOTAL DEDUCTIVE BID #5 | | | $85,708.45 | | $66,665.01 |

| Alternate #6 | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Line** | **Description** | **Qty** | **UOM** | **Bid Unit Price** | **Bid Total Price** | **Bid Unit Price** | **Bid Total Price** |
| 1.4 | Furnish all labor, equipment, traffic control and material to maintain and irrigate using a (TreeGator or approved equal) all vegetation on median for 3 years with a 2 year renewal option as per city specifications to include all labor, materials, tools equipment, maintenance, etc. Total payment to be divided into equal monthly installments for its duration. Complete in place | 3 | YRS | $212,636.90 | $637,910.70 | $33,333.34 | $100,000.02 |
| 2.6 | Furnish all labor, equipment, traffic control and material to maintain and irrigate using a (TreeGator or approved equal) all vegetation on median for 5 years with a 2 year renewal option as per city specifications to include all labor, materials, tools equipment, maintenance, etc. Total payment to be divided into equal monthly installments for its duration. Complete in place | 5 | YRS | $160,600.00 | $803,000.00 | $33,333.00 | $166,665.00 |
| | | TOTAL DEDUCTIVE BID #6 | | | $165,089.30 | | $66,664.98 |
| | TOTAL BID WITHOUT DEDUCTIVE ALTERNATE #1 | | | | $944,562.33 | | $963,760.53 |
| | TOTAL BID WITHOUT DEDUCTIVE ALTERNATE #2 | | | | $944,562.33 | | $963,760.53 |
| | TOTAL BID WITHOUT DEDUCTIVE ALTERNATE #3 | | | | $944,562.33 | | $963,760.53 |
| | TOTAL BID WITHOUT DEDUCTIVE ALTERNATE #4 | | | | $967,102.33 | | $978,460.53 |
| | TOTAL BID WITHOUT DEDUCTIVE ALTERNATE #5 | | | | $1,039,668.98 | | $1,020,625.54 |
| | TOTAL BID WITHOUT DEDUCTIVE ALTERNATE #6 | | | | $1,119,049.83 | | $1,020,625.51 |
| | **Errors by Contractor and Corrections by Engineer (Explanation by Engineer)** | | | No Errors Found | | No Errors Found | |

# FY24-ENG-35 Addendum 2
# ALC Construction Co., Inc.
# Supplier Response

## Event Information

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

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

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

**MANUAL REQUEST FOR BID DROP OFF-PROCEDURES**

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

1. Please make sure that the bid is in a sealed envelope marked with the following:
   - Request for Bid Title
   - Name of Company submitting Bid
   - Address of Company submitting Bid
   - Phone number of Company submitting Bid
2. Please notify security officer that you are there to drop off an Request for Bid with the City Secretary's office. The security officer will notify the City Secretary's office and one of our staff members will go downstairs to receive the package.
3. All persons should wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you. **(We highly recommend persons to wait to receive a copy of the time-stamped envelope.)**

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

## Contact Information


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

## ALC Construction Co., Inc. Information

Contact: Daniel Alvarado
Address: 3706 Flores Ave.
Laredo, TX 78041
Phone: (956) 237-2369
Email: alc_construction@hotmail.com

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

Daniel Alvarado
*Signature*

alc_construction@hotmail.com
*Email*

*Submitted at 7/10/2024 02:08:14 PM (CT)*

## Requested Attachments

**Notice to Bidders** — *No response*

Bidders shall review and be familiar with this information.

**39.0 TAB A - COMPANY INFORMATION QUESTIONNAIRE** — 39.0_TAB_A_-_Company_Information_Questionnaire-2.pdf

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** — 40.0_TAB_B_-_Conflict_of_Interest_Disclosure-3.pdf

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** — Tab_C_1-3.pdf

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** — 42.0_TAB_D_-_Discretionary_Contracts_Disclosure-3.pdf

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.

**FY24-ENG-35 Construction Plans** — *No response*

Bidders shall review and be familiar with this information.

**FY24-ENG-35 Specification book** — *No response*

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

**Addendum No. 1** — ADDENDUM No. 1-4.pdf

Bidders shall review and acknowledge Addendum No.1

**A-5 Proposal** — *No response*

Please review updated Bid Schedule.

**Clark Beautification - sheet 3** — *No response*

Please review updated sheet 3.

**Addendum No. 2** Addendum No. 2-3.pdf

Bidders shall review and acknowledge Addendum No. 2

## Bid Attributes

| | |
|---|---|
| 1 | **1.0 GENERAL TERMS AND CONDITIONS FOR REQUEST FOR BID**<br>Interested Respondents or Bidders are required to submit a Request for Bid (RFB) upon the following expressed conditions:<br>(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.<br><br>☑ I agree to the General Terms and Conditions |
| 2 | **2.0 PREPARATION OF SUBMITTALS**<br>Submittals shall be prepared in accordance with the following:<br>(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.<br>☑ I have read and understand this section |
| 3 | **3.0 SUBMISSION OF BIDS**<br>(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.<br>☑ I have read and understand this section |

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| 4 | **4.0 REJECTION OF REQUEST FOR BID**<br>The City may reject a Request For Bid (RFB) if:<br>(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.<br>☑ I have read and understand this section |
| 5 | **5.0 WITHDRAWAL OF REQUEST OF BID**<br>Bids or proposals may not be withdrawn after they have been opened unless approved by the City Council.<br>☑ I have read and understand this section |
| 6 | **6.0 LATE SUBMITTALS OR MODIFICATIONS**<br>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.<br>☑ I have read and understand this section |

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| 7 | **7.0 CLARIFICATIONS OR OBJECTION TO REQUEST FOR BID (RFB/Submittal)**<br>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.<br><br>**PROTEST**<br>The following sequence of activities must take palace in filing a protest:<br>(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.<br>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.<br>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).**<br>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.<br><br>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).**<br>☑ I have read and understand this section |

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| 8 | **8.0 AWARD OF CONTRACT**<br>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.<br>☑ I have read and understand this section |
| 9 | **9.0 PAYMENTS & INVOICING**<br>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**.<br>☑ I have read and understand this section |
| 10 | **10.0 CONTRACT REQUIREMENTS**<br>**(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.<br>**(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.<br>**(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.<br>**(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.<br>**(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.<br>**(f) DISCRETIONARY CONTRACTS DISCLOSURE (Form Attached: Section 42.0-Tab D)**<br>This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo.<br>**(g) CERTIFICATE OF INTERESTED PARTIES (Form 1295) (Form Attached: Section 43.0-Tab E)**<br>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 (I) to two (2) years after the project is completed.

11. For project s 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<br>Professional Liability | Not Required<br>$1,000,000 Per-Claim<br>$2,000,000 Aggregate |
| $1,000,000 to $5,000,000 | Umbrella Liability<br>Professional Liability | $4,000,000 Per-Occ<br>$1,500,000 Per-Claim<br>$3,000,000 Aggregate |
| $5,000,000 to $10,000,000 | Umbrella Liability<br><br>Professional Liability | $9,000,000 to<br>$10,000,000 Per-Occ<br>$1,500,000 Per-Claim/<br>$3,000,000 Aggregate to<br>$2,000,000 Per-Claim/<br>$4,000,000 Aggregate |
| Over $10,000,000 | Umbrella Liability<br>Professional Liability | $10,000,000 or Higher<br>$2,000,000 Per-Claim/<br>$4,000,000 Aggregate<br>or Higher |
| $1,000,000 to $10,000,000 | Contractor's Pollution Legal Liability | $1,000,000 Per-Claim/<br>$2,000,000 Aggregate |
| Over $10,000,000 | Contractor's Pollution Legal Liability | $2,000,000 Per-Claim/<br>$4,000,000 Aggregate |
| | **TAIL COVERAGE** | |
| $1,000,000 to $5,000,000 | Commercial General Liability<br>Professional Liability, and<br>Pollution Legal Liability | One (1) Year |
| Over $5,000,000 | Commercial General Liability<br>Professional Liability, and<br>Pollution Legal Liability | Two (2) Years |
| Any Contract Size | Hazardous Environmental Work | Two (2) Years |

☑ I have read and understand this section

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**11.0 SCOPE OF WORK**

This project consists of landscaping and concrete median improvements along Clark Boulevard beginning from Arkansas Avenue to Meadow Avenue in accordance with AASHTO and the Texas Manual on Uniform Traffic Control Devices for Streets and Highways.

☑ I have read and understand this section

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**12.0 BID OR PROPOSAL PREPARATION COST**

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

☑ I have read and understand this section

13

**13.0 TERM OF AGREEMENT**

Construction contract time for the project is (60) working days.

☑ I have read and understand this section

14

**14.0 GENERAL CONDITIONS**

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

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

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

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

☑ I have read and understand this section

15

**15.0 ADDITIONAL DISCUSSIONS**

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

☑ I have read and understand this section

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**16.0 TENTATIVE SCHEDULE FOR PROJECT AWARD**

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

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

☑ I have read and understand this section

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**17.0 SPECIAL ACCOMMODATIONS**

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

☑ I have read and understand this section

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**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

**19.0 DISPOSITION OF SUBMITTALS / TEXAS PUBLIC INFORMATION ACT ADHERENCE**

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

☑ I have read and understand this section

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**20.0 REQUIRED FORMS AND CONTENTS OF RFB SUBMISSION**

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

-

**CHECKLIST**

**39.0 Tab A - Company Information Questionnaire**
**40.0 Tab B - Conflict of Interest Disclosure**
**41.0 Tab C - Non-Collusive Affidavit**
**42.0 Tab D - Discretionary Contracts Disclosure**
**43.0 Tab E - Certificate of Interested Parties (Form 1295)**
**Request for Bid Response**
**Addendum No. 1**
**Addendum No. 2**

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

☑ I have read and understand this section

## Bid Lines

1

### Package Header

Base Bid

Quantity: 1 UOM: LS Total: $349,080.01

**Package Items**

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

Quantity: 1 UOM: LS Price: $40,000.00 Total: $40,000.00

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

Quantity: 98 UOM: EA Price: $600.00 Total: $58,800.00

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

Quantity: 3 UOM: YRS Price: $33,333.33 Total: $99,999.99

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

Quantity: 3 UOM: YRS Price: $33,333.34 Total: $100,000.02

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

Quantity: 98 UOM: EA Price: $200.00 Total: $19,600.00

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

Quantity: 196 UOM: EA Price: $30.00 Total: $5,880.00

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

Quantity: 98 UOM: EA Price: $100.00 Total: $9,800.00

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

Quantity: 1 UOM: LS Price: $10,000.00 Total: $10,000.00

**1.9** Contingency Allowance

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

## 2 Package Header

ALTERNATES
*(Line excluded from response total)*

Quantity: 1 UOM: LS Total: $622,430.00

### Package Items

**2.1** ALTERNATE #1 -ADD
Furnish all labor, equipment, maintenance, and material to plant 2” caliper and between 8'-10’ height white oak trees as per city specifications, to include all labor materials, tools, equipment, maintenance, etc. Complete in place

Quantity: 98 UOM: EA Price: $700.00 Total: $68,600.00

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

Quantity: 98 UOM: EA Price: $700.00 Total: $68,600.00

**2.3** ALTERNATE #3 -ADD
Furnish all labor, equipment, maintenance, and material to plant 2” caliper and between 8'-10’ height Chinese Pistache trees as per city specifications, to include all labor materials, tools, equipment, maintenance, etc. Complete in place

Quantity: 98 UOM: EA Price: $700.00 Total: $68,600.00

**2.4** ALTERNATE #4 - ADD
Furnish all labor, equipment, maintenance, and material to plant 3” caliper and between 12’-14’ height live oak trees as per city specifications, to include all labor materials, tools, equipment, maintenance, etc.
Complete in place

Quantity: 98 UOM: EA Price: $850.00 Total: $83,300.00

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

Quantity: 5 UOM: YRS Price: $33,333.00 Total: $166,665.00

**2.6** ALTERNATE #6 - ADD

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

Quantity: 5 UOM: YRS Price: $33,333.00 Total: $166,665.00

**Response Total:** $349,080.01

# FY24-ENG-35 Addendum 2
# Zertuche Construction Texas LLC
# Supplier Response

## Event Information

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

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

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

**MANUAL REQUEST FOR BID DROP OFF-PROCEDURES**

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

1. Please make sure that the bid is in a sealed envelope marked with the following:
   - Request for Bid Title
   - Name of Company submitting Bid
   - Address of Company submitting Bid
   - Phone number of Company submitting Bid
2. Please notify security officer that you are there to drop off an Request for Bid with the City Secretary's office. The security officer will notify the City Secretary's office and one of our staff members will go downstairs to receive the package.
3. All persons should wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you. **(We highly recommend persons to wait to receive a copy of the time-stamped envelope.)**

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

## Contact Information


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

## Zertuche Construction Texas LLC Information


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


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

Ramon Zertuche II
*Signature*

mary@zertucheconstruction.com
*Email*

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

## Requested Attachments

**Notice to Bidders** — FY24-ENG-35.pdf

Bidders shall review and be familiar with this information.

**39.0 TAB A - COMPANY INFORMATION QUESTIONNAIRE** — 39.0 TAB A - Company Information Questionnaire.pdf

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** — 40.0 TAB B - Conflict of Interest Disclosure.pdf

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** — 41.0 TAB C - Non-Collusive Affidavit.pdf

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** — 42.0 TAB D - Discretionary Contracts Disclosure.pdf

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

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.

**FY24-ENG-35 Construction Plans** — Clark Beautification Phase II Signed Plans.pdf

Bidders shall review and be familiar with this information.

**FY24-ENG-35 Specification book** — Signed Spec Book.pdf

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

**Addendum No. 1** — ADDENDUM No. 1.pdf

Bidders shall review and acknowledge Addendum No.1

**A-5 Proposal** — A-5 Propoal Bid Documents.pdf

Please review updated Bid Schedule.

**Clark Beautification - sheet 3** — Clark Beautification Phase II Signed Plans.pdf

Please review updated sheet 3.

**Addendum No. 2** Addendum No. 2.pdf

Bidders shall review and acknowledge Addendum No. 2

## Bid Attributes

| | |
|---|---|
| 1 | **1.0 GENERAL TERMS AND CONDITIONS FOR REQUEST FOR BID**<br>Interested Respondents or Bidders are required to submit a Request for Bid (RFB) upon the following expressed conditions:<br>(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.<br><br>☑ I agree to the General Terms and Conditions |
| 2 | **2.0 PREPARATION OF SUBMITTALS**<br>Submittals shall be prepared in accordance with the following:<br>(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.<br>☑ I have read and understand this section |
| 3 | **3.0 SUBMISSION OF BIDS**<br>(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.<br>☑ I have read and understand this section |

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| 4 | **4.0 REJECTION OF REQUEST FOR BID**<br>The City may reject a Request For Bid (RFB) if:<br>(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.<br>☑ I have read and understand this section |
| 5 | **5.0 WITHDRAWAL OF REQUEST OF BID**<br>Bids or proposals may not be withdrawn after they have been opened unless approved by the City Council.<br>☑ I have read and understand this section |
| 6 | **6.0 LATE SUBMITTALS OR MODIFICATIONS**<br>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.<br>☑ I have read and understand this section |

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| 7 | **7.0 CLARIFICATIONS OR OBJECTION TO REQUEST FOR BID (RFB/Submittal)**<br>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.<br><br>**PROTEST**<br>The following sequence of activities must take palace in filing a protest:<br>(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.<br>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.<br>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).**<br>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.<br><br>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).**<br>☑ I have read and understand this section |

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| 8 | **8.0 AWARD OF CONTRACT**<br>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.<br>☑ I have read and understand this section |
| 9 | **9.0 PAYMENTS & INVOICING**<br>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**.<br>☑ I have read and understand this section |
| 10 | **10.0 CONTRACT REQUIREMENTS**<br>**(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.<br>**(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.<br>**(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.<br>**(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.<br>**(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.<br>**(f) DISCRETIONARY CONTRACTS DISCLOSURE (Form Attached: Section 42.0-Tab D)**<br>This form shall be submitted by all firms(s) or entity(ies) seeking a contract with the City of Laredo.<br>**(g) CERTIFICATE OF INTERESTED PARTIES (Form 1295) (Form Attached: Section 43.0-Tab E)**<br>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 (I) to two (2) years after the project is completed.

11. For project s 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<br>Professional Liability | Not Required<br>$1,000,000 Per-Claim<br>$2,000,000 Aggregate |
| $1,000,000 to $5,000,000 | Umbrella Liability<br>Professional Liability | $4,000,000 Per-Occ<br>$1,500,000 Per-Claim<br>$3,000,000 Aggregate |
| $5,000,000 to $10,000,000 | Umbrella Liability<br><br>Professional Liability | $9,000,000 to<br>$10,000,000 Per-Occ<br>$1,500,000 Per-Claim/<br>$3,000,000 Aggregate to<br>$2,000,000 Per-Claim/<br>$4,000,000 Aggregate |
| Over $10,000,000 | Umbrella Liability<br>Professional Liability | $10,000,000 or Higher<br>$2,000,000 Per-Claim/<br>$4,000,000 Aggregate<br>or Higher |
| $1,000,000 to $10,000,000 | Contractor's Pollution Legal Liability | $1,000,000 Per-Claim/<br>$2,000,000 Aggregate |
| Over $10,000,000 | Contractor's Pollution Legal Liability | $2,000,000 Per-Claim/<br>$4,000,000 Aggregate |
| | **TAIL COVERAGE** | |
| $1,000,000 to $5,000,000 | Commercial General Liability<br>Professional Liability, and<br>Pollution Legal Liability | One (1) Year |
| Over $5,000,000 | Commercial General Liability<br>Professional Liability, and<br>Pollution Legal Liability | Two (2) Years |
| Any Contract Size | Hazardous Environmental Work | Two (2) Years |

☑ I have read and understand this section

| | |
|---|---|
| 11 | **11.0 SCOPE OF WORK**<br>This project consists of landscaping and concrete median improvements along Clark Boulevard beginning from Arkansas Avenue to Meadow Avenue in accordance with AASHTO and the Texas Manual on Uniform Traffic Control Devices for Streets and Highways.<br>☑ I have read and understand this section |
| 12 | **12.0 BID OR PROPOSAL PREPARATION COST**<br>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.<br>☑ I have read and understand this section |
| 13 | **13.0 TERM OF AGREEMENT**<br>Construction contract time for the project is (60) working days.<br>☑ I have read and understand this section |
| 14 | **14.0 GENERAL CONDITIONS**<br>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.<br>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.<br>City of Laredo Engineering Department<br>1110 Houston St.<br>Laredo, Texas 78040<br>(956) 791-7346<br>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.<br>☑ I have read and understand this section |
| 15 | **15.0 ADDITIONAL DISCUSSIONS**<br>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.<br>☑ I have read and understand this section |

16

**16.0 TENTATIVE SCHEDULE FOR PROJECT AWARD**

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

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

☑ I have read and understand this section

17

**17.0 SPECIAL ACCOMMODATIONS**

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

☑ I have read and understand this section

18

**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

**19.0 DISPOSITION OF SUBMITTALS / TEXAS PUBLIC INFORMATION ACT ADHERENCE**

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

☑ I have read and understand this section

20 **20.0 REQUIRED FORMS AND CONTENTS OF RFB SUBMISSION**

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

-

**CHECKLIST**

**39.0 Tab A - Company Information Questionnaire**
**40.0 Tab B - Conflict of Interest Disclosure**
**41.0 Tab C - Non-Collusive Affidavit**
**42.0 Tab D - Discretionary Contracts Disclosure**
**43.0 Tab E - Certificate of Interested Parties (Form 1295)**
**Request for Bid Response**
**Addendum No. 1**
**Addendum No. 2**

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

☑ I have read and understand this section

## Bid Lines

1 **Package Header**

Base Bid

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

**Package Items**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1.9** Contingency Allowance

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

## 2 Package Header

ALTERNATES
*(Line excluded from response total)*

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

### Package Items

**2.1** ALTERNATE #1 -ADD
Furnish all labor, equipment, maintenance, and material to plant 2” caliper and between 8'-10’ height white oak trees as per city specifications, to include all labor materials, tools, equipment, maintenance, etc. Complete in place

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

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

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

**2.3** ALTERNATE #3 -ADD
Furnish all labor, equipment, maintenance, and material to plant 2” caliper and between 8'-10’ height Chinese Pistache trees as per city specifications, to include all labor materials, tools, equipment, maintenance, etc. Complete in place

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

**2.4** ALTERNATE #4 - ADD
Furnish all labor, equipment, maintenance, and material to plant 3” caliper and between 12’-14’ height live oak trees as per city specifications, to include all labor materials, tools, equipment, maintenance, etc.
Complete in place

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

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

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

**2.6** ALTERNATE #6 - ADD

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

Quantity: 5 UOM: YRS Price: $253,000.00 Total: $1,265,000.00

**Response Total:** $953,960.53

## City Council

**Meeting Date:** 8/5/2024 **Consent Agenda 34.**

**SUBJECT**
Ratification of Guaranteed Maximum Price Amendment for FY21-ENG-015 Construction Manager-at-Risk (cost of the work plus a fee with a guaranteed maximum price) for the City of Laredo Sports Complex Venue to Leyendecker Construction of Texas, Inc., in the amount not to exceed $10,289,756.00 for the completion of full development of 10 synthetic turf infields and outfields. The construction contract amount including Change Order No.1 is $45,000,000.00. Funding is available in the Sports & Community Venue Fund and 2021 Sports Venue Bond.

**PREVIOUS COUNCIL ACTION**
On June 5, 2023, City Council authorized City management to move forward with the 45 million dollars as discussed and amended.

On December 6, 2021, City Council awarded contract RFQ/RFP FY21-ENG-015 Construction Manager-at-Risk (cost of the work plus a fee with a guaranteed maximum price) for the City of Laredo Sports Complex Venue to Leyendecker Construction of Texas, Inc., in the amount not to exceed $32,000,000.00, which includes $2,406,244.00 for pre-construction phase services, and as a component of CMAR's Guaranteed Maximum Price (GMP) construction overhead, profit, and general conditions charges based on the 12-month project; and authorizing the City Manager to negotiate and execute all related contract documents contingent upon receipt and approval of insurance and bond documents. The CMAR will work with the architect and the City during the design process to ensure the feasibility and constructability of the Sports Complex Venue within the project budget. The CMAR will submit a proposed Guaranteed Maximum Price (GMP) for the construction of the project, which is within the City's construction budget. Funding is available in the 2021 Sports Venue Tax. City Secretary Valdez stated the following changes to the item for city council consideration: from $32,000,000.00 to $34,710,244.00 and from $2,406,244.00 to $2,710,244.00.

**BACKGROUND**
One Request for Proposal was received at the City Secretary's Office at 4:00 P.M. on Tuesday, November 9, 2021, at 4:00 P.M. from the short-listed General Contractor selected by the Laredo City Council to submit for Step 2 and publicly opened, read and taken under advisement on Wednesday, November 10, 2021, at 11 :00 A.M. as follows: 1. Leyendecker Construction of Texas, Inc., Inc., Laredo, Texas.

Scope of services include but are not limited to:
Pre-construction Services: The CMAR will work with the Architect and the City during the design process to ensure the feasibility and constructability of the Sports Complex Venue. The CMAR will also be responsible for cost estimates during both the schematic and design development phases of the project. The CMAR will work with the Architect and City to ensure that the cost of construction of the Project is within the estimated Construction Budget through the selection of construction systems

and materials, detailed CSI format cost estimating, scheduling, and other means. The CMAR will also review the project schedule, and identify critical path and long lead items. Upon the completion of the design development phase and prior to the completion of the 100% set of construction documents, the CMAR will submit a proposal of a Guaranteed Maximum Price (GMP) for the construction of the Project, which is within the City's Construction Budget.

Bidding Services: Should the City exercise its option, the CMAR will serve as General Contractor to complete all work for the bidding and construction of the project. The CMAR will be responsible for coordination of all bids, advertisement and solicitation, bid procurement, selection of sub-consultants or trade contractors as outlined in Texas Government Code Chapter 2269. CMAR will also be responsible for issuance of pre-purchase orders for long lead items, if required.

Construction Services: Should the City exercise its option, the CMAR will serve as General Contractor to complete all work for the construction of the Project. The scope of Construction services will be determined based on the final Drawings and Specifications but may include, but not be limited to, one or more of the following areas of work: site clearing, excavation, fill, select fill and backfill; site utilities (on-site & off-site); full synthetic turf baseball fields, full synthetic turf soccer fields, sand volleyball courts, basketball courts, concession/restroom buildings, indoor sports center/gymnasium, food truck parking, bus parking, playgrounds, outdoor amphitheater, large pavilions, trails, pedestrian bridges, sports lighting, ponds, fishing piers, splash pad, picnic areas, trail heads, park roads, vehicular bridges, concrete sidewalks, paving and roadway I parking lot work, rough and finish grading, topsoil and grass planting; fencing and gates, site lighting, retaining wall construction, landscape installation, irrigation, concrete piers, equipment and specialty equipment; sound enhancement systems; fire protection; lightning protection; telecommunications, audio / visual and security systems and mechanical, plumbing and electrical systems, and any other requirements set out in the Contract Documents. The work does not include the materials testing services necessary for City's acceptance of the Project, which will be performed under a separate contract with an independent provider engaged directly by the City.

**COMMITTEE RECOMMENDATION**
Click or tap here to enter text.

**STAFF RECOMMENDATION**
Approval of this motion.

---

**Fiscal Impact**

| | |
|---|---|
| Fiscal Year: | 2024 |
| Budgeted Y/N?: | Y |
| Source of Funds: | Sports & Community Venue |
| Account #: | Various accounts |
| Change Order: Exceeds 25% Y/N: | N |

**FINANCIAL IMPACT:**
Funding Is available in the Sports & Community Venue account numbers:
256-7910-515-9301 - $2,679,745.00 Project# AR21IM Administration.
256-7930-515-9301 - $7,710,011.00 Project# AR21IM 2021 Sports Venue Bond.

# AIA® Document A133® – 2019 Exhibit A

## *Guaranteed Maximum Price Amendment*

This Amendment dated the 13 day of July in the year 2023, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the XX day of XX in the year 2023 (the "Agreement")
*(In words, indicate day, month, and year.)*

for the following **PROJECT:**
*(Name and address or location)*

City of Laredo Buena Vista Sports Complex

**THE OWNER:**
*(Name, legal status, and address)*

City of Laredo
110 Houston Street
Laredo, Texas 78040

**THE CONSTRUCTION MANAGER:**
*(Name, legal status, and address)*

Leyendecker Construction of Texas
P.O. Box 1827/4220 Sanders Avenue
Laredo, Texas 78044-1827

**TABLE OF ARTICLES**


A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS


**ADDITIONS AND DELETIONS:**
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

### ARTICLE A.1 GUARANTEED MAXIMUM PRICE

**§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

**§ A.1.1.1** The Contract Sum is guaranteed by the Construction Manager not to exceed XX ($ 45,000,000 ), subject to additions and deductions by Change Order as provided in the Contract Documents.
Refer to CMAR Ehibit 1 pages 1, 2, 3 as approved by City Council on June 5, 2023


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**User Notes:** (2034722357)

**§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
*(Provide itemized statement below or reference an attachment.)*

See attached CMAR Exhibit 1 pages 1, 2 & 3 as approved by City Council on June 5, 2023

**§ A.1.1.3** The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

**§ A.1.1.4** The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

**§ A.1.1.5 Alternates**
**§ A.1.1.5.1** Alternates, if any, included in the Guaranteed Maximum Price:

| Item | Price |
|---|---|
| See section A1.1.5.2 | |

**§ A.1.1.5.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*
All alternates are in CMAR Exhibit, page 2 as accepted by City of Laredo at the City Council Meeting dated June 5, 2023

| Item | Price | Conditions for Acceptance |
|---|---|---|

**§ A.1.1.6** Unit prices, if any:
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

| Item | Units and Limitations | Price per Unit ($0.00) |
|---|---|---|

**ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
**§ A.2.1** The date of commencement of the Work shall be:
*(Check one of the following boxes.)*

[ ] The date of execution of this Amendment.

[ X ] Established as follows:
*(Insert a date or a means to determine the date of commencement of the Work.)*

Approximately September 1, 2023 pending issuance of the City of Laredo Building Permit

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

**§ A.2.2** Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

**§ A.2.3 Substantial Completion**
**§ A.2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
*(Check one of the following boxes and complete the necessary information.)*

[ X ] Not later than ( 400 ) calendar days from the date of commencement of the Work.

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User Notes: (2034722357)

Four Hundred Calendar Days * after issuance of building permit by City of Laredo

[ ] By the following date:

**§ A.2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|---|---|
| N/A | To be determined once construction schedule is fully developed and project components are prioritized by City of Laredo |

**§ A.2.3.3** If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

## ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

**§ A.3.1** The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

**§ A.3.1.1** The following Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|---|---|---|---|
| CMAR Exhibit 1, pages 1, 2 & 3 as approved by City Council on June 5, 2023 | | | |

**§ A.3.1.2** The following Specifications:
*(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)*

| Section | Title | Date | Pages |
|---|---|---|---|
| N/A | | | |

**§ A.3.1.3** The following Drawings:
*(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)*

GMP Drawings
03-24-23 Civil 90%
06-22-2022-Progress Set 60%
03-23-23 Landscape 90%
05-08-2023-Concession Building 90%
03-24-23 Architectural 90%
03-17-23 Structural 90%
03-24-23 MEP 90%

| Number | Title | Date |
|---|---|---|

**§ A.3.1.4** The Sustainability Plan, if any:
*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing*

Init. /

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User Notes: (2034722357)

*or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*

| Title | Date | Pages |
|---|---|---|
| N/A | | |

Other identifying information:

**§ A.3.1.5** Allowances, if any, included in the Guaranteed Maximum Price:
*(Identify each allowance.)*

| Item | Price |
|---|---|
| Landscaper allowance $500,000.00<br>Contingency amount will be determined by any savings from GMP Costs & Final Costs | |

**§ A.3.1.6** Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
*(Identify each assumption and clarification.)*

**§ A.3.1.7** The Guaranteed Maximum Price is based upon the following other documents and information:
*(List any other documents or information here, or refer to an exhibit attached to this Amendment.)*

CMAR Exhibit 1, pages 1, 2 & 3 as approved by City Council June 5, 2023

**ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

**§ A.4.1** The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
*(List name, discipline, address, and other information.)*

Shall retain all subcontractors and suppliers on evaluation process of all bids reviewed by City of Laredo and Design Professionals

This Amendment to the Agreement entered into as of the day and year first written above.

**OWNER** *(Signature)*
Joseph Neeb
City of Laredo
City Manager
*(Printed name and title)*

**CONSTRUCTION MANAGER** *(Signature)*
Gary A. Leyendecker, P.E.
Leyendecker Construction of Texas
Corp. Officer
*(Printed name and title)*

ATTEST:
Jose A. Valdez, Jr.
City Secretary

APPROVED AS TO FORM:
Doanh "Zone" Nguyen
City Attorney

CITY OF LAREDO, TEXAS

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**User Notes:** (2034722357)

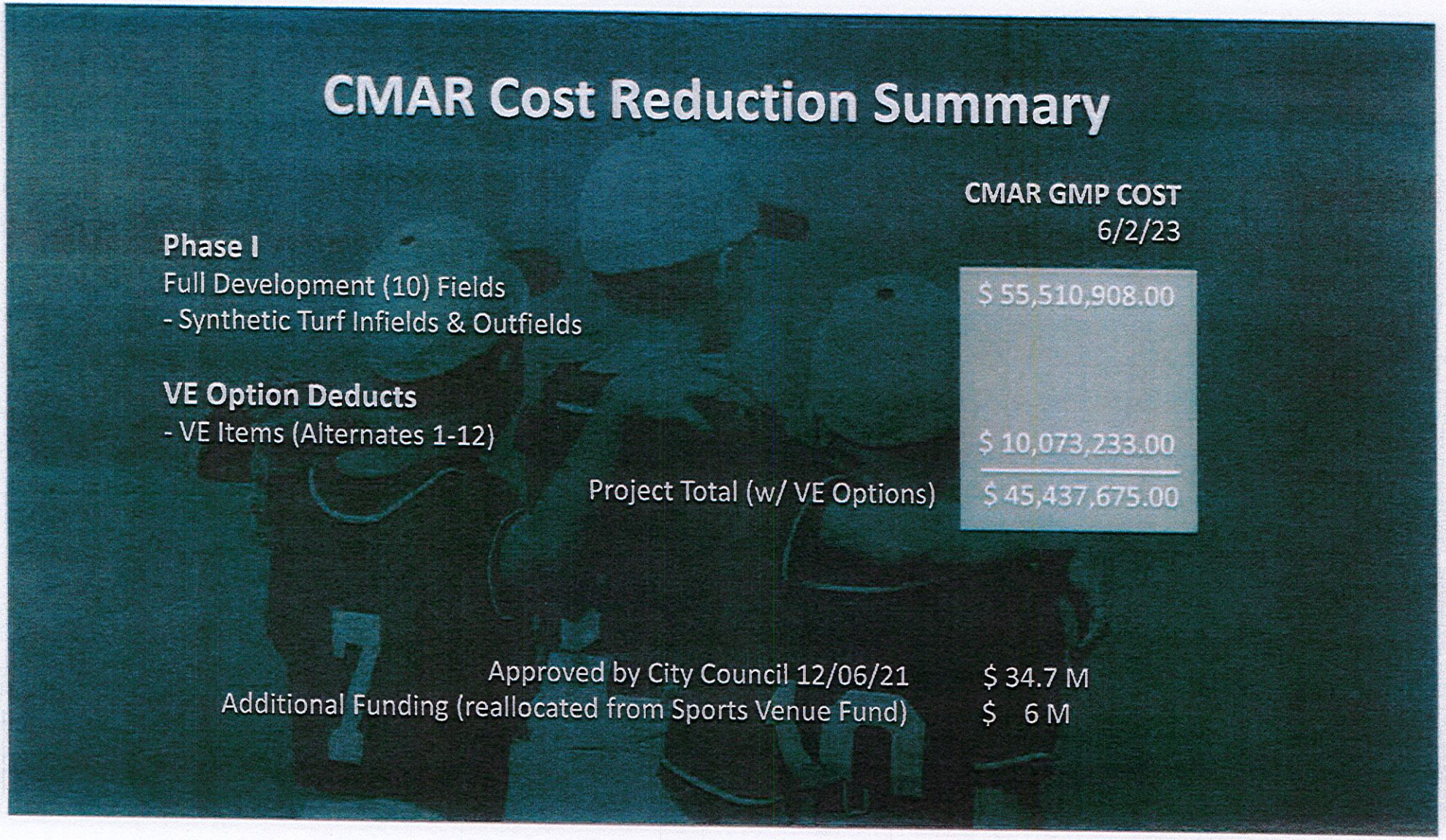
# Phase I – CMAR GMP Summary

| | CMAR GMP COST 6/2/23 |
|---|---|
| **Phase I (Complete Project)** (10) Lighted Fields - Synthetic Turf Infields & Outfields, (2) Lighted Multi-Purpose Pods, (3) Concession /Restroom Buildings, Community Playground & Playscape Equipment @ Fields, Maintenance Area & Complex Parking | $ 51,176,277.00 |
| CMAR Fees (Gen. Conditions & Management) | $ 4,334,631.00 |
| Project Total | $ 55,510,908.00 |

| | |
|---|---|
| Approved by City Council 12/06/21 | $ 34.7 M |
| Additional Funding (reallocated from Sports Venue Fund) | $ 6 M |

# CMAR VE Options (Future Phase)

| | List of Alternates | Deduct Amount |
|---|---|---|
| 1 | (1) Multi-Purpose Pod | ($ 2,926,476.00) |
| 2 | Community Playground | ($ 1,133,406.00) |
| 2A | Playscapes at Fields | ($ 234,295.00) |
| 3 | Secondary Road (Gravel) | ($ 125,554.00) |
| 4 | South Parking Lot | ($ 726,749.00) |
| 5 | Park Entry Sidewalks | ($ 117,503.00) |
| 6 | Maintenance Yard & Road | ($ 76.044.00) |
| 7 | Main Entry Road Reduction | ($ 172,940.00) |
| 8 | Park Road Reduction | ($ 397,450.00) |
| 9 | Lomas Del Sure Road Widening | ($ 789,992.00) |
| 10 | Future Water Park Sewer Line | ($ 1,355,875.00) |
| 11 | (1) Concession Bldg. /Restroom | ($ 1,797,624.00) |
| 12 | Site Furnishings | ($ 219,325.00) |
| | Total VE Deductions | $ 10,073,233.00 |


CMAR Cost Reduction Summary
CMAR GMP COST
6/2/23
Phase I
Full Development (10) Fields
- Synthetic Turf Infields & Outfields
$ 55,510,908.00
VE Option Deducts
- VE Items (Alternates 1-12)
$ 10,073,233.00
Project Total (w/ VE Options)
$ 45,437,675.00
Approved by City Council 12/06/21
$ 34.7 M
Additional Funding (reallocated from Sports Venue Fund)
$ 6 M

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/6/2023

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<br>GSM Insurors<br>PO Box 1478<br>Rockport TX 78381 | CONTACT NAME:<br>PHONE (A/C, No, Ext): 361-729-5414 FAX (A/C, No): 361-729-3817<br>E-MAIL ADDRESS: info@gsminsurors.com |
| INSURED LEYECON-01<br>Leyendecker Construction of Texas, Inc.<br>PO Box 1827<br>Laredo TX 78044-1827 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Hartford Accident & Indemnity — 22357<br>INSURER B : Hartford Ins Co of the Midwest — 37478<br>INSURER C : Texas Mutual Insurance Co — 22945<br>INSURER D : Allied World Assurance — 19489<br>INSURER E : North River Ins Co — 21105<br>INSURER F : Ironshore Specialty Insurance |

**COVERAGES** **CERTIFICATE NUMBER:** 98841747 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT X LOC<br>OTHER: | | | 65 UEA EI3709 | 3/4/2023 | 3/4/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | 65 UEA EI3710 | 3/4/2023 | 3/4/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| D<br>E | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ 0 | | | 0313-7451<br>522-811999-8 | 3/4/2023<br>3/4/2023 | 3/4/2024<br>3/4/2024 | EACH OCCURRENCE<br>AGGREGATE | $ 45,000,000<br>$ 45,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N<br>(Mandatory In NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 0010922002 | 3/4/2023 | 3/4/2024 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| F | Contractor's Pollution | | | ICELLUW00141598 | 11/15/2022 | 11/15/2023 | Per Occurrence<br>Aggregate | $1,000,000<br>$1,000,000 |

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

Certificate Holder is an Additional Insured on General Liability, Auto Liability and Excess Liability and has Waiver of Subrogation in its favor on General Liability Auto Liability, Workers Compensation and Excess Liability by blanket endorsement contingent upon requirements in a previously executed written contract. Scheduled Excess Liability companies provide Follow Form Excess Liability Limits over the scheduled underlying General Liability, Auto Liability, Worker's Compensation and Employers Liability. Associated Industries Insurance Company, Inc Policy # XSA1228451-00 provides $10,000,000 Excess of $10,000,000 Excess of Primary; Colony Insurance Company Policy # AR6461932 provides $15,000,000 Excess of $20,000,000 Excess Limit of Liability; Guideone National Insurance Company Policy # 560003409-00 provides $5,000,000 Excess of $35,000,000 Excess Limit of Liability and Summit Specialty Insurance Company Policy # SXSL001000014300 provides $5,000,000 Excess of $40,000,000 Excess Limit of Liability for the $45,000,000 Excess Liability total

See Attached...

**CERTIFICATE HOLDER**

City of Laredo
1110 Houston St
Laredo TX 78040-0579

**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

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AGENCY CUSTOMER ID: LEYECON-01

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| GSM Insurors | Leyendecker Construction of Texas, Inc.<br>PO Box 1827<br>Laredo TX 78044-1827 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

PROJECT: Buena Vista Sports Complex
DATE: July 6th., 2023



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The ACORD name and logo are registered marks of ACORD

# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 7/6/2023

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.

| | |
|---|---|
| PRODUCER<br>GSM Insurors<br>PO Box 1478<br>Rockport TX 78381 | CONTACT NAME:<br>PHONE (A/C, No, Ext): 361-729-5414 FAX (A/C, No): 361-729-3817<br>E-MAIL ADDRESS: info@gsminsurors.com<br>PRODUCER CUSTOMER ID: LEYECON-01 |
| INSURED<br>Leyendecker Construction of Texas, Inc.<br>PO Box 1827<br>Laredo TX 78044-1827 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Travelers Lloyds<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 2093313475 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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 | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | COVERED PROPERTY | LIMITS |
|---|---|---|---|---|---|---|
| | [ ] PROPERTY<br>CAUSES OF LOSS — DEDUCTIBLES<br>[ ] BASIC — BUILDING<br>[ ] BROAD — CONTENTS<br>[ ] SPECIAL<br>[ ] EARTHQUAKE<br>[ ] WIND<br>[ ] FLOOD | | | | [ ] BUILDING<br>[ ] PERSONAL PROPERTY<br>[ ] BUSINESS INCOME<br>[ ] EXTRA EXPENSE<br>[ ] RENTAL VALUE<br>[ ] BLANKET BUILDING<br>[ ] BLANKET PERS PROP<br>[ ] BLANKET BLDG & PP | $<br>$<br>$<br>$<br>$<br>$<br>$<br>$ |
| A | [X] INLAND MARINE<br>CAUSES OF LOSS<br>[ ] NAMED PERILS | TYPE OF POLICY: Builder's Risk<br>POLICY NUMBER: 6607654R612 | 3/4/2023 | 3/4/2024 | [X] Builder's Risk | $ 25,000,000<br>$<br>$<br>$ |
| | [ ] CRIME<br>TYPE OF POLICY | | | | | $<br>$<br>$ |
| | [ ] BOILER & MACHINERY / EQUIPMENT BREAKDOWN | | | | | $<br>$ |
| | | | | | | $<br>$ |

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Loss Payees in favor of Owner ATIMA for New and Remodel Commercial Construction Masonry/Steel Projects: limit is $25,000,000 maximum/project limit.

Flood Coverage for X and C Zones Only. Windstorm Exclusion for Texas Tier I and Tier

**CERTIFICATE HOLDER**

City of Laredo
(OWNER)
1110 Houston St
Laredo TX 78040-0579

**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

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# CITY OF LAREDO
## ENGINEERING DEPARTMENT

June 12, 2023

**Leyendecker Construction of Texas, Inc.**
Attn: Gary Leyendecker, P.E., President
P.O. Box 1827 / 4220 Sanders Ave.
Laredo, Texas 78044-1827

**RE: City of Laredo Buena Vista Sports Complex**

Dear Mr. Leyendecker:

The following is to inform you that on Monday, June 5, 2023, the Laredo City Council approved a revised project budget for the City of Laredo Buena Vista Sports Complex of $45 Million Dollars. Please provide Exhibit A Guaranteed Maximum Price Amendment in accordance with the Standard Form of Agreement Between Owner and Construction Manager as Constructor A133-2019" (the "Agreement") executed between the City of Laredo and Leyendecker Construction of Texas Inc. The Guaranteed Maximum Price Amendment shall include the development of (10) Synthetic Turf Fields, Concession /Restroom buildings, related infrastructure, and construction contingencies allowance required for the contract. Below are the Value Engineering Options and Alternates presented to the City Council per your project cost submission dated June 2, 2023. Please provide other recommendations to meet the revised project budget.

List of Alternate & Value Engineering Options

(1) Multi-Purpose Pod
Community Playground
Playscapes at Fields Removal
Secondary Road Reduction
South Parking Lot Removal
Park Entry Sidewalks Removal
Maintenance Yard Removal
Park Road Reduction
Lomas Del Sur Widening
Future Water Park Reduction
(1) Concession /Restroom Building
Site Furnishings

Please proceed with the procurement of the payment and performance bonds, insurance documents, and other required contract forms to be submitted within ten working days of this Notice. After the Contract forms are finalized, a Notice to Proceed will be issued by the City of

Laredo. The project start date will be upon consummation of the Contract and set on the date of the Notice to Proceed.

We look forward to working with Leyendecker Construction of Texas on this important project for the City of Laredo. Please feel free to contact us should you have any questions.

Sincerely,

Ramon E. Chavez

Ramon E. Chavez, P.E.
City Engineer

Xc: Joseph W. Neeb, City Manager
Rosario C. Cabello, Deputy City Manager
Steve E. Landin, Assistant City Manager
Doanh "Zone" T. Nguyen, City Attorney
David H. Arredondo, Assistant City Attorney
John Orfila Jr., Public Works Director

## SECTION A-7
## PERFORMANCE BOND

Bond No. 107654039

(As required by Chapter 2253, Texas Government Code)

THE STATE OF {}
COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS: That we (1) Leyendecker Construction of Texas, Inc. a (2) Corporation of hereafter called Principal and (3) Travelers Casualty and Surety company of America of Hartford, State of Connecticut, hereinafter called the Surety, are held and firmly bound unto (4) City of Laredo of Laredo, TX hereinafter called Owner, in the penal sum of Forty-Five Million and 00 cents ($ 45,000,000.00 ) Dollars in lawful money of the United Stated, to be paid in (5)

WEBB COUNTY, TEXAS

$45,000,000.00 for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain Contract with (6) City of Laredo the Owner, dated the 06 day of July, 2023 a copy of which is hereto attached and made a part hereof for the Construction of:

Buena Vista Sports Complex

(hereinafter called the "Work")

These notes refer to the numbers in body of Contract above:

Date of Bond must not be prior to Date of Contract.

(1) Correct name of Contractor.

(2) A Corporation, or Partnership or an Individual, as case may be.
(3) Correct name of Surety.
(4) Correct name of Owner.
(5) County and State.
(6) Owner.

NOW THEREFORE, if the Principals shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie WEBB County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

IN WITNESS WHEREOF, this Instrument is executed in six counterparts, each one of which shall be deemed an original, this the 06 day of July, 2023.

ATTEST:

_____
(Principal) Secretary
(Print and Sign)

_____
PRINCIPAL (Print and Sign) Gary A. Leyendecker, Corp. Officer

By: Leyendecker Construction of Texas, Inc.

(SEAL)

P.O. Box 1827/4220 Sanders Ave., Laredo, TX 78044-1827
Address (State and Zip Code)

(956) 722-0531
Telephone Number

_____
Witness as to Principal (Print and Sign)

_____
Address (State and Zip Code)

ATTEST:

_____
Secretary (Print and Sign)

(SEAL)

_____
(Surety) Secretary

SURETY: (Surety)

By: Melissa Wade
(Print and Sign) Melissa Wade Attorney-in-Fact

1718 Santa Fe, Corpus Christi, TX 78404
Address (State and Zip Code)

361-883-3803
Telephone No. (Area Code)

(SEAL)

Lonna Pokrant
Witness as to Surety (Print and Sign) Lonna Pokrant

1718 Santa Fe, Corpus Christi, TX 78404
Address (State and Zip Code)

## PAYMENT BOND

Bond No. 107654039

(As required by Chapter 2253, Texas Government Code)

THE STATE OF {}
COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS: That we (1) Leyendecker Construction of Texas, Inc. (2) Corporation of Laredo, TX hereinafter called Principal and (3) Travelers Casualty and Surety Company of America of Hartford, State of Connecticut, hereinafter called the Surety, are held and firmly bound unto (4) City of Laredo of Laredo, Texas hereinafter called Owner, and unto all Persons, Firms, and Corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of Forty-Five Million and 00 cents ($ 45,000,000.00 ) Dollars in lawful money of the United Stated, to be paid in (5) WEBB COUNTY, TEXAS for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain Contract with (6) City of Laredo the Owner, dated the 06 day of July, 2023 a copy of which is hereto attached and made a part hereof for the construction of:

Buena Vista Sports Complex

(hereinafter called the "Work")

These footnotes refer to the numbers in body of contract above:

Date of Bond must not be prior to Date of Contract.

(1) Correct name of Contractor.
(2) A Corporation, or Partnership or an Individual, as case may be.
(3) Correct name of Surety.
(4) Correct name of Owner.
(5) County and State.
(6) Owner.

NOW THEREFORE, if the Principals shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

This Bond is made and entered into solely for the protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the Bond as provided in Section 2253.073, Texas Government Code.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie WEBB County, State of Texas, and that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 06 day of July, 2023.

ATTEST:

_____
(Principal) Secretary
(Print and Sign)

_____ Gary A. Leyendecker,
PRINCIPAL (Print and Sign) Corp. Officer

By: Leyendecker Construction of Texas, Inc.

(SEAL)

P.O. Box 1827/4220 Sanders Ave., Laredo, TX 78044-1827
Address (State and Zip Code)

(956) 722-0531
Telephone Number

_____
Witness as to Principal (Print and Sign)

_____
(SEAL)

Travelers Casualty and Surety Company of America
Surety

ATTEST:

N/A
(Surety Secretary) (Print and Sign)

(SEAL)

By: Melissa Wade
(Print and Sign) Melissa Wade Attorney-in-Fact
1718 Santa Fe, Corpus Christi, TX 78404
Address (State and Zip Code)

361-883-3803
Telephone Number

NOTE: If Contractor is Partnership, all Partners should execute Bond.

**PERFORMANCE - PAYMENT BOND FORM**
M-24, 25, Attach. Sa

Business (Print)

Address (State and Zip Code)

Telephone Number (Area Code)

ATTEST:

(Print and Sign)

(State and Zip Code)

Address (State and Zip Code)

ATTEST:

(Print and Sign)

(SEAL)
Individual Principal (Print and Sign)

Business - Address

Telephone Number (Area Code)

Corporate Principal

Business Address Name

Telephone Number (Area Code)

(Affix Corporate Seal)

By:
(Sign and Print)

Address (State and Zip Code)

Corporate Surety

Business Address

(Affix Corporate Seal)

Telephone:

## CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____, Secretary of the Corporation named as Principal in the within Bond; that _____ _____, who signed the said Bond on behalf of the Principal was then _____, of said Corporation; that I know his signature thereof is genuine; and that said Bond was duly signed, sealed, an attested for and in behalf of said Corporation by authority of its governing body.

_____
Title

_____ _____

Date: _____ (Affix Corporate Seal)

_____
Telephone No.

The rate of premium on this Bond is _____ per thousand. Total of premium charge

$_____

NOTE: The above must be filled in by Corporate Surety. Power-of-Attorney of person signed for Surety company must be attached.

TRAVELERS

**Travelers Casualty and Surety Company of America**
**Travelers Casualty and Surety Company**
**St. Paul Fire and Marine Insurance Company**

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Melissa Wade** of **CORPUS CHRISTI**, **Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 06 day of July, 2023

_____
Kevin E. Hughes, Assistant Secretary

***To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.***
***Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.***

TRAVELERS

# IMPORTANT NOTICE

**TO OBTAIN INFORMATION OR MAKE A COMPLAINT:**

You may contact Travelers Casualty & Surety Company of America, Travelers Casualty & Surety Company, Travelers Indemnity Company, Standard Fire Insurance Company and/or Farmington Casualty Company for information or to make a complaint at:

Travelers Bond
Attn: Claims
1500 Market Street
West Tower, Suite 2900
Philadelphia, PA 19102

(267) 675-3057
(267) 675-3102 Fax

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at:

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104

(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/6/2023

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<br>GSM Insurors<br>PO Box 1478<br>Rockport TX 78381 | CONTACT NAME:<br>PHONE (A/C, No, Ext): 361-729-5414 FAX (A/C, No): 361-729-3817<br>E-MAIL ADDRESS: info@gsminsurors.com |
| INSURED LEYECON-01<br>Leyendecker Construction of Texas, Inc.<br>PO Box 1827<br>Laredo TX 78044-1827 | INSURER(S) AFFORDING COVERAGE / NAIC #<br>INSURER A : Hartford Accident & Indemnity 22357<br>INSURER B : Hartford Ins Co of the Midwest 37478<br>INSURER C : Texas Mutual Insurance Co 22945<br>INSURER D : Allied World Assurance 19489<br>INSURER E : North River Ins Co 21105<br>INSURER F : Ironshore Specialty Insurance |

**COVERAGES** **CERTIFICATE NUMBER:** 98841747 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [X] LOC<br>OTHER: | | | 65 UEA EI3709 | 3/4/2023 | 3/4/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 300,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | 65 UEA EI3710 | 3/4/2023 | 3/4/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| D<br>E | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ 0 | | | 0313-7451<br>522-811999-8 | 3/4/2023<br>3/4/2023 | 3/4/2024<br>3/4/2024 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 45,000,000<br>$ 45,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N [N] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | 0010922002 | 3/4/2023 | 3/4/2024 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| F | Contractor's Pollution | | | ICELLUW00141598 | 11/15/2022 | 11/15/2023 | Per Occurrence<br>Aggregate | $1,000,000<br>$1,000,000 |

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

Certificate Holder is an Additional Insured on General Liability, Auto Liability and Excess Liability and has Waiver of Subrogation in its favor on General Liability Auto Liability, Workers Compensation and Excess Liability by blanket endorsement contingent upon requirements in a previously executed written contract. Scheduled Excess Liability companies provide Follow Form Excess Liability Limits over the scheduled underlying General Liability, Auto Liability, Worker's Compensation and Employers Liability. Associated Industries Insurance Company, Inc Policy # XSA1228451-00 provides $10,000,000 Excess of $10,000,000 Excess of Primary; Colony Insurance Company Policy # AR6461932 provides $15,000,000 Excess of $20,000,000 Excess Limit of Liability; Guideone National Insurance Company Policy # 560003409-00 provides $5,000,000 Excess of $35,000,000 Excess Limit of Liability and Summit Specialty Insurance Company Policy # SXSL001000014300 provides $5,000,000 Excess of $40,000,000 Excess Limit of Liability for the $45,000,000 Excess Liability total

See Attached...

**CERTIFICATE HOLDER**

City of Laredo
1110 Houston St
Laredo TX 78040-0579

**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

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AGENCY CUSTOMER ID: LEYECON-01

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| | |
|---|---|
| AGENCY<br>GSM Insurors | NAMED INSURED<br>Leyendecker Construction of Texas, Inc.<br>PO Box 1827<br>Laredo TX 78044-1827 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

PROJECT: Buena Vista Sports Complex
DATE: July 6th., 2023



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# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 7/6/2023

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.

| | |
|---|---|
| **PRODUCER**<br>GSM Insurors<br>PO Box 1478<br>Rockport TX 78381 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** 361-729-5414 **FAX (A/C, No):** 361-729-3817<br>**E-MAIL ADDRESS:** info@gsminsurors.com<br>**PRODUCER CUSTOMER ID:** LEYECON-01 |
| **INSURED**<br>Leyendecker Construction of Texas, Inc.<br>PO Box 1827<br>Laredo TX 78044-1827 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** Travelers Lloyds<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 2093313475 **REVISION NUMBER:**

**LOCATION OF PREMISES / DESCRIPTION OF PROPERTY** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | COVERED PROPERTY | LIMITS |
|---|---|---|---|---|---|---|
| | ☐ PROPERTY | | | | ☐ BUILDING | $ |
| | CAUSES OF LOSS / DEDUCTIBLES | | | | ☐ PERSONAL PROPERTY | $ |
| | ☐ BASIC / BUILDING | | | | ☐ BUSINESS INCOME | $ |
| | ☐ BROAD / CONTENTS | | | | ☐ EXTRA EXPENSE | $ |
| | ☐ SPECIAL | | | | ☐ RENTAL VALUE | $ |
| | ☐ EARTHQUAKE | | | | ☐ BLANKET BUILDING | $ |
| | ☐ WIND | | | | ☐ BLANKET PERS PROP | $ |
| | ☐ FLOOD | | | | ☐ BLANKET BLDG & PP | $ |
| | | | | | | $ |
| | | | | | | $ |
| A | X INLAND MARINE<br>CAUSES OF LOSS<br>☐ NAMED PERILS | TYPE OF POLICY: Builder's Risk<br>POLICY NUMBER: 6607654R612 | 3/4/2023 | 3/4/2024 | X Builder's Risk | $ 25,000,000 |
| | ☐ CRIME<br>TYPE OF POLICY | | | | | $ |
| | ☐ BOILER & MACHINERY / EQUIPMENT BREAKDOWN | | | | | $ |
| | | | | | | $ |

**SPECIAL CONDITIONS / OTHER COVERAGES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Loss Payees in favor of Owner ATIMA for New and Remodel Commercial Construction Masonry/Steel Projects: limit is $25,000,000 maximum/project limit.

Flood Coverage for X and C Zones Only. Windstorm Exclusion for Texas Tier I and Tier

**CERTIFICATE HOLDER**

City of Laredo
(OWNER)
1110 Houston St
Laredo TX 78040-0579

**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**

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## City Council

**Meeting Date:** 8/5/2024 **Consent Agenda 35.**

### SUBJECT
Consideration to award contract FY24-080 to Clark Hardware, Laredo, Texas as the Primary Vendor and Mark's Plumbing Parts, Forth Worth, Texas as the Secondary Vendor, in an annual amount not to exceed $400,000.00 for primary vendor and $50,000.00 for secondary vendor. This is a two year contract for the purchase of assorted plumbing items such as: water fountains, heaters, couplings, fittings, etc. All items will be purchased on an as needed basis throughout the year for various City departments. This contract may be extended for an additional two year period upon mutual consent of both parties. Funding is available in the respective department's budgets.

### PREVIOUS COUNCIL ACTION
None

### BACKGROUND
The City solicited formal bids for awarding a two year contract for the purchase of water fountains, water heaters, assorted plumbing items such as bathroom repair items, couplings, and fittings. Staff is recommending awarding Clark Hardware, Laredo, Texas as the Primary Vendor and Mark's Plumbing Parts, Forth Worth, Texas as the Secondary Vendor. The bid has five sections. Bid will be awarded by section. This contract establishes contract pricing for those items routinely secured for the maintenance and repair of municipal facilities. All items will be secured on an as need basis throughout the year. In case the primary vendor does not have availability for certain items, the departments can select the secondary vendor.

Clark Hardware
Section I Water Fountains
Sections II Water Heaters
Section III Bathroom Supplies
Section IV Plumbing Supplies
Section V Sprinklers & related Materials
Other: Discounts range 20% -60%

Mark's Plumbing Parts
Section I Water Fountains
Section III Bathroom Supplies
Section IV Plumbing Supplies

### COMMITTEE RECOMMENDATION
None

### STAFF RECOMMENDATION
It is recommended that this contract be awarded

## Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2024 |
| Budgeted Y/N?: | Yes |
| Source of Funds: | Click or tap here to enter text. |
| Account #: | Click or tap here to enter text. |
| Change Order: Exceeds 25% Y/N: | Click or tap here to enter text. |

**FINANCIAL IMPACT:**
The purpose of this contract is to establish prices for the commodities or services needed, should the City need the purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

# FY24-080
# Clark Hardware Ltd
# Supplier Response

## Event Information

| | |
|---|---|
| Number: | FY24-080 |
| Title: | Plumbing Supplies - Parks & Various City Departments |
| Type: | Request For Bid |
| Issue Date: | 6/7/2024 |
| Deadline: | 6/28/2024 05:00 PM (CT) |
| Notes: | Bidders are strongly encouraged to submit their bids electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile proposals will not be considered.<br>Bids can be hand delivered to City Secretary Office, 1110 Houston St., 3rd. Floor, Laredo, Texas 78040 or submitted through Cit-E-Bid system until 5:00 P.M. on June 28, 2024 and all submitted bids received will be opened and publicly acknowledged at 10:00 A.M. on July 1st. 2024.<br>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. |

## Contact Information

Contact: Tania Herrera
Address: Purchasing Division
5512 Thomas Ave
Laredo, TX 78041
Phone: (956) 794-1734
Email: therrera1@ci.laredo.tx.us

## Clark Hardware Ltd Information

Contact: Vidal Cantu
Address: 1202 Clark Blvd
Laredo, TX 78040
Phone: (956) 723-2241
Email: vcantu@clarkhardwareltd.com

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

Carlos Perez
*Signature*

carlos@clarkhardwareltd.com
*Email*

*Submitted at 6/28/2024 10:40:11 AM (CT)*

## Requested Attachments

**Conflict of Interest Form**

Conflict of Interest Questionnaire-Revised 1-1-2021.pdf

Vendor needs to address if there is a conflict of interest or not. Form has to be submitted with your response.

**Non-Collusive Affidavit Form**

Non-Collusive Affidavit Form.pdf

This form must be notarized and submitted with your response.

**Certificate of Interested Parties**

Form 1295 Certificate.pdf

Form 1295 is to be submitted upon award of bid.

## Bid Attributes

**1 Award By Section**

This contract will be awarded by section to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

☑ Yes

**2 Terms and Conditions for Request for Bids**

**TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS** Bidders are required to submit bids upon the following expressed conditions:
(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
**1.0 PREPARATION OF BIDS** Bids will be prepared in accordance with the following:
(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

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

**3.0 SUBMISSION OF BIDS**

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

**4.0 REJECTION OF BIDS** The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.

**5.0 WITHDRAWAL OF BIDS** Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

**6.0 LATE BIDS OR MODIFICATIONS** Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

**7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS** If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Ave, Laredo, TX 78041 ealdape@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor

may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

**8.0 BIDDER DISCOUNTS**

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

**9.0 INTENT OF CONTRACT**

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

**10.0 AWARD OF CONTRACT**

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

***"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."***

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

**11.0 ENTIRE AGREEMENT**

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

**12.0 PAYMENT & INVOICING**

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

**13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:**

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

| | |
|---|---|
| 3 | **Insurance Terms and Conditions**<br>**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.<br>(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.<br>(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.<br>(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.<br>(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.<br>(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.<br>(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.<br>(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:<br>1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.<br>2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.<br>3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.<br>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.<br>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.<br>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.<br>7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.<br>8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.<br>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.<br>(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:<br>1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.<br>2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.<br>(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.<br>**(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**<br>(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.<br>(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.<br>☑ I agree my insurance meets minumum requirements |

| 4 | **Disqualification & Debarment Certification** |
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**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

| 5 | **Contract Requirements** |
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**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

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| 6 | **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**<br>**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**<br>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.<br>☑ I have read and understand this section |
| 7 | **Questionnaire Description**<br>"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 ". |
| 8 | **Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid**<br>Clark Hardware Ltd. / Carlos Perez 956-723-2241 |
| 9 | **State how long under has the business been in its present business name**<br>30 years |
| 10 | **If applicable, list all other names under which the Business identified above operated in the last five years**<br>N/A |
| 11 | **State if the Company is a certified minority business enterprise**<br>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. |
| 12 | **Questions Part 1**<br>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?<br>No |
| 13 | **Questions Part 2**<br>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?<br>No |
| 14 | **State if the Company is a certified minority business enterprise**<br>Historically Underutilized Business (HUB) |

15 **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.

16 **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.

17 **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

18 **Disclosure Form**

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

19 **This is a**

New Submission

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

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

Carlos Perez

21 **Question 2. Contract Information**

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

Plumbing supplies

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

Clark Hardware Ltd.

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

Not Applicable

24 **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*

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

Not Applicable

26 **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*

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

Not Applicable

28 **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*

29 **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

30 **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*

31 **Updates on contributions required**

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

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| 32 | **Question 8. Disclosure of Conflict of Interest**<br>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?<br>I am not aware of any conflict of interest |
| 33 | **8. Disclosure of Conflict of Interest**<br>If you selected I am aware of conflict of interest is question 8, please list them in this section.<br>*No response* |
| 34 | **Question 9. Updates Required**<br>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.<br>☑ I have read and understand this section |
| 35 | **Question 10. No Contact with City Officials or Staff during Contract Evaluation**<br>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.<br>☑ I have read and understand this section |
| 36 | **Question 11. Conflict of Interest Questionnaire (CIQ)**<br>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.<br>☑ I have acknowledge that I have been advised |
| 37 | **Question 11. Oath**<br>Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date<br>Carlos Perez, Sales, Clark Hardware Ltd. 11/03/1989 11/28/2024 |
| 38 | **Question 12. Oath**<br>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.<br>☑ I swear or affirm information is correct |

## Bid Lines

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| **1** | Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a Primary Vendor and/or vendors an annual contract for the purchase of plumbing supplies for Parks and Various Departments of the City of Laredo. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, TX 78041 or by downloading from our website: https://cityoflaredo.ionwave.net/CurrentSourcingEvents.aspx. Bids can be hand delivered to City Secretary Office, 1110 Houston St., 3rd. Floor, Laredo, Texas 78040 or submitted through Cit-E-Bid system until 5:00 P.M. on June 28, 2024 and all submitted bids received will be opened and publicly acknowledged at 10:00 A.M. on July 1st. 2024. |

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| **2** | 1.0 SCOPE OF WORK<br>1.1 Contractor Requirements. Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.<br>1.2 Unit prices shall govern in the event of extension errors.<br>1.3 The bid pricing should be FOB Laredo, TX unless otherwise clearly stated within the specifications.<br>1.4 Purchases made for City of Laredo use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates may be furnished upon request.<br>1.5 Brand names or manufacturer's references are the desire brand as it indicates type and quality desired base on the City's needs. Vendor can provide an approved equal which will be reviewed and approved by the City. For approved equals, bidder shall include manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be attached as part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.<br>1.6 All plumbing supplies will be ordered on an as needed basis and delivered directly to requesting departments. There are no guaranteed quantities. This contract does not commit the City to purchase the quantities indicated. The quantities are monthly 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. These 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 quantities may vary within the contract period. The City of Laredo has provided to the best of its knowledge. The City of Laredo may or may not order from items listed. |

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| **3** | 2.0 General Conditions 2.1 Bidders are required to submit their bids upon the following expressed conditions: Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of 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 requirement s of the City or the compensation to the vendor. 2.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. 2.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. The City's net price shall be F.O.B., City of Laredo facilities, freight pre-paid. 2.4 The City of Laredo reserves the right to reject any or all bids and to waive any minor irregularities, as well as the right to determine the bid most advantageous to the City. |

**4** 3.0 General Requirements
Contract will be awarded by sections.
3.1 Payment and Invoicing. All invoices must show purchase order number and invoice should be legible. All invoices have a 30 day term from receipt of order.
3.2 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.
3.3 It is the intent of the City to secure a contract for plumbing supplies required by the different city departments.
3.4 The contract award shall be based on an estimated total annual expenditure by all city departments of There is no "guaranteed annual contract volume".
3.5 All orders will be placed on a per-need basis with an authorized Purchase Order from the City of Laredo through the Purchasing Department.
3.6 The bid pricing must be firm for the contract period.
3.7 Cancellation of Contract: The following conditions will result in the cancellation of this contract:
3.7.1 This contract may be canceled, by either party, within sixty days of a written notice.
3.7.2 The failure of the contractor for performance of the services required by this contract, within ten days of receipt of written demand of performance by the City, or the failure of the contractor to correct or replace defective goods or products , within ten days from receipt of written demand, will therefore constitute a total breach of this contract, and shall be cause for termination.
3.8 Prices should be F.O.B. City of Laredo office locations. Inside delivery is required.

**5** 4.0 Term of Contract
The term of this contract shall be for a period of two (2) year beginning as of the date of its execution. The contract may be extended one additional (2) years period upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. 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.
4.1 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.

**6** 5.0 Award of Contract
Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded by section to primary and secondary vendors and to the lowest responsive responsible bidder whose bid price and others factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. Bidder must bid on complete section.
5.1 The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

**7** ## Package Header

SECTION I WATER FOUNTAINS

Total: $23,797.64

### Package Items

**7.1** Wall Mount WM8A Halsey Taylor

Quantity: 2 UOM: EA

***No Bid***

**7.2** Wall Mount HAC8FS Halsey Taylor

Quantity: 2 UOM: EA Price: $695.70 Total: $1,391.40

**7.3** Elkay Fountain EZSTL8C

Quantity: 2 UOM: EA Price: $1,147.90 Total: $2,295.80

**7.4** Elkay Fountain EZS8L

Quantity: 2 UOM: EA Price: $695.70 Total: $1,391.40

**7.5** Elkay Fountain EWA-8 Level ADA

Quantity: 2 UOM: EA ***No Bid***

**7.6** Haws 1435 3 Bubblers Fountain

Quantity: 2 UOM: EA Price: $3,449.88 Total: $6,899.76

**7.7** Haws 1430 Cast Iron 2 Bubblers Fountain

Quantity: 2 UOM: EA Price: $2,686.56 Total: $5,373.12

**7.8** Haws 3202 Steel S 2364

Quantity: 2 UOM: EA Price: $3,223.08 Total: $6,446.16

## 8 Package Header

SECTION II WATER HEATERS

Total: $60,000.30

### Package Items

**8.1** Rheem 120 gal. 36 kw, 240v, 3 ph. Model ES120-36G

Quantity: 2 UOM: EA Price: $10,049.75 Total: $20,099.50

**8.2** Rheem 85 gal., 36kw, 240v, 3 ph. Model ES85-36G

Quantity: 2 UOM: EA Price: $8,959.40 Total: $17,918.80

**8.3** Lo-Boy 2.5 gal. Electric

Quantity: 3 UOM: EA Price: $419.20 Total: $1,257.60

**8.4** Lo-Boy 6 gal. Electric

Quantity: 3 UOM: EA Price: $454.95 Total: $1,364.85

**8.5** 10 gallon Electric

Quantity: 3 UOM: EA Price: $614.25 Total: $1,842.75

**8.6** 20 gallon Electric

Quantity: 3 UOM: EA Price: $699.75 Total: $2,099.25

**8.7** 30 gallon Electric

Quantity: 10 UOM: EA ***No Bid***

**8.8** 40 gallon Electric

Quantity: 10 UOM: EA Price: $639.75 Total: $6,397.50

**8.9** 50 gallon Electric

Quantity: 5 UOM: EA Price: $670.35 Total: $3,351.75

**8.10** 30 gallon Gas

Quantity: 10 UOM: EA ***No Bid***

**8.11** 40 gallon Gas

Quantity: 5 UOM: EA Price: $699.50 Total: $3,497.50

**8.12** 50 gallon Gas

Quantity: 3 UOM: EA Price: $723.60 Total: $2,170.80

## 9 Package Header

SECTION III BATHROOM SUPPLIES

Total: $16,697.20

### Package Items

**9.1** White Tank 1.28 4438

Quantity: 30 UOM: EA Price: $60.90 Total: $1,827.00

**9.2** White Elongated Bowl 4325

Quantity: 30 UOM: EA Price: $83.90 Total: $2,517.00

**9.3** Toilet Seat Open Front White

Quantity: 10 UOM: EA Price: $23.85 Total: $238.50

**9.4** High Efficiency Toilet 1.5 gal. white elongated complete.

Quantity: 25 UOM: EA ***No Bid***

**9.5** White Elongated Bowl 3251A101.020

Quantity: 25 UOM: EA Price: $94.08 Total: $2,352.00

**9.6** White Cadet Tank 4192A.104.020

Quantity: 25 UOM: EA ***No Bid***

**9.7** White Cadet Bowl 16- 1/8" # 3068.001.020

Quantity: 25 UOM: EA Price: $95.00 Total: $2,375.00

**9.8** All Brook Urinal 6550.001.020

Quantity: 10 UOM: EA Price: $212.95 Total: $2,129.50

**9.9** *AF* Wall MT Back Flush # 2257.001.020

Quantity: 5 UOM: EA Price: $161.85 Total: $809.25

**9.10** White handicap bowl #2234.001.020

Quantity: 5 UOM: EA Price: $170.75 Total: $853.75

**9.11** Lav/Sink Connectors Hose 20" SS

Quantity: 50 UOM: EA Price: $6.73 Total: $336.50

**9.12** Fluid Master valve 400A

Quantity: 10 UOM: EA Price: $14.36 Total: $143.60

**9.13** Bras Grid Strainer PO Plug 35072

Quantity: 50 UOM: EA Price: $15.39 Total: $769.50

**9.14** Plastic Bath Waste & Over flow assembly pvc # 35213

Quantity: 50 UOM: EA Price: $18.95 Total: $947.50

**9.15** Kitchen Sink Supply Line vinyl 3/8" c x 1/2 ips x 20" # 28320

Quantity: 50 UOM: EA Price: $5.12 Total: $256.00

**9.16** Toilet Supply Line 7/8"bc x 3/8" c x 12"1 # 29412

Quantity: 50 UOM: EA Price: $5.55 Total: $277.50

**9.17** Laundry Faucets male

Quantity: 25 UOM: EA Price: $14.49 Total: $362.25

**9.18** Laundry Faucets Female

Quantity: 25 UOM: EA Price: $15.59 Total: $389.75

**9.19** Water Heater Supply Lines set 3/4"

Quantity: 10 UOM: EA Price: $11.26 Total: $112.60

## 10 Package Header

SECTION IV PLUMBING SUPPLIES PVC ITEMS

Total: $109,964.25

### Package Items

**10.1** Caps sch. 40 3"

Quantity: 100 UOM: EA Price: $3.31 Total: $331.00

**10.2** Caps sch. 40 2"

Quantity: 100 UOM: EA Price: $0.97 Total: $97.00

**10.3** Caps sch. 40 2 1/2"

Quantity: 100 UOM: EA Price: $3.03 Total: $303.00

**10.4** Caps sch 40 2"

Quantity: 100 UOM: EA Price: $0.97 Total: $97.00

**10.5** Caps sch 40 1"

Quantity: 100 UOM: EA Price: $0.54 Total: $54.00

**10.6** 4" Combination wye dwv

Quantity: 50 UOM: EA Price: $35.25 Total: $1,762.50

**10.7** 4" Wye dwv

Quantity: 50 UOM: EA Price: $24.31 Total: $1,215.50

**10.8** 4" Coupling dwv

Quantity: 50 UOM: EA Price: $6.10 Total: $305.00

**10.9** 6" x 4" Combination wye dwv

Quantity: 50 UOM: EA Price: $135.00 Total: $6,750.00

**10.10** 6" x 4" PVC bushing dwv

Quantity: 50 UOM: EA Price: $28.98 Total: $1,449.00

**10.11** 4" Male adapter dwv

Quantity: 100 UOM: EA Price: $6.50 Total: $650.00

**10.12** 2" Male adapter dwv sch. 40 pressure

Quantity: 100 UOM: EA Price: $1.20 Total: $120.00

**10.13** 3" Male adapter sch. 40 pressure

Quantity: 100 UOM: EA Price: $5.12 Total: $512.00

**10.14** Cap Slips 1 / 2 "

Quantity: 150 UOM: EA Price: $0.30 Total: $45.00

**10.15** 3" x 2" Bushing sch. 40

Quantity: 25 UOM: EA Price: $3.29 Total: $82.25

**10.16** 3" x 2 1/2" Bushing sch. 40

Quantity: 25 UOM: EA Price: $3.29 Total: $82.25

**10.17** 4" Male adapter sch. 40 pressure

Quantity: 25 UOM: EA Price: $6.53 Total: $163.25

**10.18** 3" Female adapters sch. 40

Quantity: 25 UOM: EA Price: $4.13 Total: $103.25

**10.19** 2" Male adapter dwv sch. 40

Quantity: 25 UOM: EA Price: $1.20 Total: $30.00

**10.20** Tees sch. 40 3"

Quantity: 100 UOM: EA Price: $9.87 Total: $987.00

**10.21** Tees sch. 40 2 1/2"

Quantity: 100 UOM: EA Price: $7.53 Total: $753.00

**10.22** Tees sch. 40 2"

Quantity: 100 UOM: EA Price: $2.29 Total: $229.00

**10.23** Tees sch. 40 1 *1/2"*

Quantity: 100 UOM: EA Price: $1.38 Total: $138.00

**10.24** Tees sch. 40 1 1/4"

Quantity: 100 UOM: EA Price: $1.30 Total: $130.00

**10.25** Tees sch. 40 1"

Quantity: 100 UOM: EA Price: $0.85 Total: $85.00

**10.26** Tees sch. 40 3/4"

Quantity: 100 UOM: EA Price: $0.44 Total: $44.00

**10.27** Tees sch. 40 *1/2"*

Quantity: 100 UOM: EA Price: $0.41 Total: $41.00

**10.28** Couplings sch. 40 3"

Quantity: 100 UOM: EA Price: $3.82 Total: $382.00

**10.29** Couplings sch. 40 2 *1/2"*

Quantity: 100 UOM: EA Price: $2.42 Total: $242.00

**10.30** Couplings sc h. 40 **2"**

Quantity: 100 UOM: EA Price: $1.13 Total: $113.00

**10.31** Couplings sch. 40 **1** *1/2"*

Quantity: 100 UOM: EA Price: $0.73 Total: $73.00

**10.32** Couplings sch. 40 **1"**

Quantity: 100 UOM: EA Price: $0.32 Total: $32.00

**10.33** Couplings sch. 40 3/4"

Quantity: 100 UOM: EA Price: $0.31 Total: $31.00

**10.34** Couplings sch. 40 *1/2"*

Quantity: 100 UOM: EA Price: $0.27 Total: $27.00

**10.35** Ells 90 degrees slip 3"

Quantity: 100 UOM: EA Price: $6.76 Total: $676.00

**10.36** Ells 90 degrees slip 2 1/2"

Quantity: 100 UOM: EA Price: $5.62 Total: $562.00

**10.37** Ells 90 degrees slip 2"

Quantity: 100 UOM: EA Price: $1.87 Total: $187.00

**10.38** Ells 90 degrees slip 1 *1/2"*

Quantity: 100 UOM: EA Price: $1.19 Total: $119.00

**10.39** Ells 90 degrees slip 1"

Quantity: 100 UOM: EA Price: $0.62 Total: $62.00

**10.40** Ells 90 degrees slip 1 1/4"

Quantity: 100 UOM: EA Price: $1.12 Total: $112.00

**10.41** Ells 90 degrees slip 3/4"

Quantity: 100 UOM: EA Price: $0.38 Total: $38.00

**10.42** Ells 90 degrees slip *1/2"*

Quantity: 100 UOM: EA Price: $0.36 Total: $36.00

**10.43** Cap Slips 3"

Quantity: 150 UOM: EA Price: $3.31 Total: $496.50

**10.44** Cap Slips 2 1/2"

Quantity: 150 UOM: EA Price: $3.03 Total: $454.50

**10.45** Cap Slips 2"

Quantity: 150 UOM: EA Price: $0.97 Total: $145.50

**10.46** Cap Slips 1 *1/2"*

Quantity: 150 UOM: EA Price: $0.82 Total: $123.00

**10.47** Cap Slips 1 3/4"

Quantity: 150 UOM: EA ***No Bid***

**10.48** Cap Slips 1"

Quantity: 150 UOM: EA Price: $0.54 Total: $81.00

**10.49** Cap Slips 3 / 4 "

Quantity: 150 UOM: EA Price: $0.35 Total: $52.50

**10.50** Male Adapters 3"

Quantity: 150 UOM: EA Price: $5.12 Total: $768.00

**10.51** Male Adapters 2 *1/2"*

Quantity: 150 UOM: EA Price: $3.52 Total: $528.00

**10.52** Male Adapters 2"

Quantity: 150 UOM: EA Price: $1.20 Total: $180.00

**10.53** Male Adapters 1 *1/2"*

Quantity: 150 UOM: EA Price: $0.91 Total: $136.50

**10.54** Male Adapters 1 1/4"

Quantity: 150 UOM: EA Price: $0.69 Total: $103.50

**10.55** Male Adapters 1"

Quantity: 150 UOM: EA Price: $0.57 Total: $85.50

**10.56** Male Adapters 3/4"

Quantity: 150 UOM: EA Price: $0.36 Total: $54.00

**10.57** Male Adapters *1/2"*

Quantity: 150 UOM: EA Price: $0.30 Total: $45.00

**10.58** Female Adapters 3"

Quantity: 150 UOM: EA Price: $4.13 Total: $619.50

**10.59** Female Adapters 2 *1/2"*

Quantity: 150 UOM: EA Price: $3.10 Total: $465.00

**10.60** Female Adapters 2"

Quantity: 150 UOM: EA Price: $1.21 Total: $181.50

**10.61** Female Adapters 1 *1/2"*

Quantity: 150 UOM: EA Price: $0.91 Total: $136.50

**10.62** Female Adapters 1 1/4"

Quantity: 150 UOM: EA Price: $0.82 Total: $123.00

**10.63** Female Adapters 1 "

Quantity: 150 UOM: EA Price: $0.34 Total: $51.00

**10.64** Female Adapters 3/4"

Quantity: 150 UOM: EA Price: $0.44 Total: $66.00

**10.65** Female Adapters *1/2"*

Quantity: 150 UOM: EA Price: $0.38 Total: $57.00

**10.66** Bushing Slips 3/4" x 1/2"

Quantity: 150 UOM: EA Price: $0.37 Total: $55.50

**10.67** Bushing Slips 1 x *1/2"*

Quantity: 150 UOM: EA Price: $0.60 Total: $90.00

**10.68** Bushing Slips 1" x 3/4"

Quantity: 150 UOM: EA Price: $0.60 Total: $90.00

**10.69** Bushing Slips 2" x 1 *1/2"*

Quantity: 150 UOM: EA Price: $1.41 Total: $211.50

**10.70** Bushing Slips 2" x 3/4"

Quantity: 150 UOM: EA Price: $1.41 Total: $211.50

**10.71** Bushing Slips 2" x 1 "

Quantity: 150 UOM: EA Price: $1.41 Total: $211.50

**10.72** Bushing Slips 2' x 3"

Quantity: 150 UOM: EA Price: $3.29 Total: $493.50

**10.73** Dressing Coupling 3"

Quantity: 150 UOM: EA Price: $38.21 Total: $5,731.50

**10.74** Dressing Coupling 2"

Quantity: 150 UOM: EA Price: $16.50 Total: $2,475.00

**10.75** Dressing Coupling 1 *1/2"*

Quantity: 150 UOM: EA Price: $12.98 Total: $1,947.00

**10.76** Dressing Coupling 1 1/4"

Quantity: 150 UOM: EA Price: $12.26 Total: $1,839.00

**10.77** Dressing Coupling 1"

Quantity: 150 UOM: EA Price: $7.40 Total: $1,110.00

**10.78** Dressing Coupling 3/4"

Quantity: 150 UOM: EA Price: $6.19 Total: $928.50

**10.79** Dressing Coupling *1/2"*

Quantity: 150 UOM: EA Price: $4.73 Total: $709.50

**10.80** Elbows 90 degrees, sch. 40 pressure, 3"

Quantity: 125 UOM: EA Price: $6.76 Total: $845.00

**10.81** Elbows 90 degrees, sch. 40 pressure, 2-1/2"

Quantity: 125 UOM: EA Price: $5.67 Total: $708.75

**10.82** Elbows 90 degrees, sch. 40 pressure, 2"

Quantity: 125 UOM: EA Price: $1.87 Total: $233.75

**10.83** Elbows 90 degrees, sch. 40 pressure, 1 *1/2"*

Quantity: 125 UOM: EA Price: $1.19 Total: $148.75

**10.84** Elbows 90 degrees sch. 40 pressure 1"

Quantity: 125 UOM: EA Price: $0.62 Total: $77.50

**10.85** Elbows 90 degrees sch. 40 pressure 3/4"

Quantity: 125 UOM: EA Price: $0.38 Total: $47.50

**10.86** Elbows 90 degrees sch 40 pressure *1/2"*

Quantity: 125 UOM: EA Price: $0.36 Total: $45.00

**10.87** Elbow 45 degrees 6"

Quantity: 125 UOM: EA Price: $38.72 Total: $4,840.00

**10.88** Elbow 45 degrees *5* "

Quantity: 125 UOM: EA ***No Bid***

**10.89** Green Cut off Nipples 3/4" x 1/2" x 6" M481101

Quantity: 125 UOM: EA Price: $0.73 Total: $91.25

**10.90** Valve Box 12" x 17" x 6" DFW

Quantity: 125 UOM: EA Price: $28.79 Total: $3,598.75

**10.91** Extension only no lid DFT 12" x 17" x 6" VB14B

Quantity: 125 UOM: EA Price: $30.00 Total: $3,750.00

**10.92** Box without lid DFW 12 x 17 x 12 VB12N

Quantity: 125 UOM: EA Price: $44.57 Total: $5,571.25

**10.93** Pipe 40 plain 2" x 20'

Quantity: 125 UOM: EA Price: $22.79 Total: $2,848.75

**10.94** Pipe 40 BE 2 1/2" x 20'

Quantity: 125 UOM: EA Price: $54.61 Total: $6,826.25

**10.95** Pipe 40 plain 1 *1/2"* x 20'

Quantity: 125 UOM: EA Price: $17.89 Total: $2,236.25

**10.96** Pipe 40 BE 1" x 20'

Quantity: 125 UOM: EA Price: $10.98 Total: $1,372.50

**10.97** Pipe 40 BE 1 1/4" x 20'

Quantity: 125 UOM: EA Price: $16.69 Total: $2,086.25

**10.98** Pipe 40 BE 3/4" x 20'

Quantity: 125 UOM: EA Price: $7.98 Total: $997.50

**10.99** Pipe 40 bell end 4" x 20'

Quantity: 125 UOM: EA Price: $73.69 Total: $9,211.25

**10.100** Pipe 40 bell end 3" x 20'

Quantity: 125 UOM: EA Price: $59.49 Total: $7,436.25

**10.101** Pipe 40 bell end 2" x 20'

Quantity: 125 UOM: EA Price: $23.29 Total: $2,911.25

**10.102** Pipe 40 bell end 2 *1/2"* x 20'

Quantity: 125 UOM: EA Price: $54.61 Total: $6,826.25

**10.103** Pipe 40 bell end 1" x 20'

Quantity: 125 UOM: EA Price: $10.98 Total: $1,372.50

**10.104** Pipe 40 bell end 1/2" x 20'

Quantity: 125 UOM: EA Price: $7.09 Total: $886.25

**10.105** PVC Cement Pint size HD

Quantity: 125 UOM: EA Price: $9.82 Total: $1,227.50

**10.106** PVC Cement Quart size HD

Quantity: 125 UOM: EA Price: $11.11 Total: $1,388.75

**10.107** Liquid Drain & Sewer Cleaner 32 oz.

Quantity: 150 UOM: EA Price: $7.90 Total: $1,185.00

**10.108** Pipe 40 BE 1/2" x 20'

Quantity: 125 UOM: EA Price: $7.09 Total: $886.25

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## Package Header

SECTION V SPRINKLERS AND RELATED MATERIAL

Total: $159,146.75

### Package Items

**11.1** Hunter Pop Up Rotor Sprinklers PGP ADJ

Quantity: 300 UOM: EA Price: $13.86 Total: $4,158.00

**11.2** Rain Bird Rotors Sprinklers 2045A

Quantity: 300 UOM: EA Price: $21.12 Total: $6,336.00

**11.3** Rainbird Removal Tool SO 9084

Quantity: 25 UOM: EA Price: $10.00 Total: $250.00

**11.4** Weatermatic Solenoid Square M24QE # S07309

Quantity: 125 UOM: EA Price: $35.00 Total: $4,375.00

**11.5** Valve, Solenoid Control Weatermatic 2100 1 1/2" S08426

Quantity: 125 UOM: EA Price: $92.95 Total: $11,618.75

**11.6** Rainbird Valves 1 *1/2"*

Quantity: 125 UOM: EA Price: $85.49 Total: $10,686.25

**11.7** Rainbird Valves 2"

Quantity: 125 UOM: EA Price: $111.73 Total: $13,966.25

**11.8** Watermatic flow Control Valves 1 *1/2"*

Quantity: 125 UOM: EA Price: $92.95 Total: $11,618.75

**11.9** Watermatic flow Control Valves 2"

Quantity: 125 UOM: EA Price: $130.00 Total: $16,250.00

**11.10** Rainbird Sprayhead 4" less nozzle 1804 LN

Quantity: 150 UOM: EA Price: $2.11 Total: $316.50

**11.11** Multinipples cut off Green 1/2 x 6

Quantity: 125 UOM: EA Price: $0.71 Total: $88.75

**11.12** Multi-nipples cut off Green 3/4 x 6

Quantity: 125 UOM: EA Price: $1.12 Total: $140.00

**11.13** IPS auto Valve w/tlow control 150 PGA

Quantity: 125 UOM: EA Price: $85.49 Total: $10,686.25

**11.14** Auto valve w/flow control 100 DVF 1 IPS

Quantity: 125 UOM: EA ***No Bid***

**11.15** Auto Valve W/flow control 250 SF 1 IPS

Quantity: 125 UOM: EA Price: $14.27 Total: $1,783.75

**11.16** Auto Valve w/flow control 216B 1 1/2 IPS

Quantity: 125 UOM: EA Price: $107.68 Total: $13,460.00

**11.17** Auto Valve w/flow control 150 PGA 1 1/2 IPS

Quantity: 125 UOM: EA Price: $85.49 Total: $10,686.25

**11.18** Auto Valve w/flow control 217B 2 IPS

Quantity: 125 UOM: EA Price: $132.40 Total: $16,550.00

**11.19** Auto Valve w/flow control 200 PGA 2 IPS

Quantity: 125 UOM: EA Price: $111.73 Total: $13,966.25

**11.20** Solenoid irritrol 24 vt.

Quantity: 125 UOM: EA Price: $21.70 Total: $2,712.50

**11.21** Solenoid for DV Valve A2239

Quantity: 125 UOM: EA ***No Bid***

**11.22** Solenoid weaterrnatic S07309

Quantity: 125 UOM: EA Price: $32.34 Total: $4,042.50

**11.23** 1/2 Circle Nozzle 10H

Quantity: 125 UOM: EA Price: $1.05 Total: $131.25

**11.24** Full Circle Nozzle 10F

Quantity: 125 UOM: EA Price: $1.05 Total: $131.25

**11.25** Circle Nozzle 10 Q 1/4

Quantity: 125 UOM: EA Price: $1.05 Total: $131.25

**11.26** Circle Nozzle 12q 1/4

Quantity: 125 UOM: EA Price: $1.05 Total: $131.25

**11.27** Circle Nozzle 5q 1/4

Quantity: 125 UOM: EA Price: $1.05 Total: $131.25

**11.28** Circle Nozzle 1/2 *15*h

Quantity: 125 UOM: EA Price: $1.05 Total: $131.25

**11.29** Circle Nozzle 5h

Quantity: 125 UOM: EA Price: $1.05 Total: $131.25

**11.30** Circle Nozzle 12H

Quantity: 125 UOM: EA Price: $1.05 Total: $131.25

**11.31** Circle Nozzle 8h

Quantity: 125 UOM: EA Price: $1.05 Total: $131.25

**11.32** Full Circle Nozzle 12F

Quantity: 125 UOM: EA Price: $1.05 Total: $131.25

**11.33** Adjustable Rotor w/nozzle I20 hunter

Quantity: 125 UOM: EA Price: $29.79 Total: $3,723.75

**11.34** Side Strip Nozzle 9sst

Quantity: 125 UOM: EA Price: $1.05 Total: $131.25

**11.35** Adjustable Bubbler 1300AF

Quantity: 125 UOM: EA Price: $1.25 Total: $156.25

**11.36** Circle Nozzle 8q

Quantity: 125 UOM: EA Price: $1.05 Total: $131.25

## 12 Package Header

DISCOUNT PERCENTAGE: Provide applicable discounts available from your company for any item you sell not listed in the preceding sections. if your company offers no discounts in any particular category, fill out 0%.
*(Line excluded from response total)*

Total: *No response*

### Package Items

**12.1** A) % OFF CATALOG PRICE:

Total: 25%

**12.2** B) % OFF LIST PRICE:

Total: 60%

**12.3** C) % OFF SHELF PRICE:

Total: 20%

**Response Total:** $369,606.14

# FY24-080
# Mark's Plumbing Parts
# John W. Gasparini, Inc.
# Supplier Response

## Event Information

| | |
|---|---|
| Number: | FY24-080 |
| Title: | Plumbing Supplies - Parks & Various City Departments |
| Type: | Request For Bid |
| Issue Date: | 6/7/2024 |
| Deadline: | 6/28/2024 05:00 PM (CT) |
| Notes: | Bidders are strongly encouraged to submit their bids electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile proposals will not be considered.<br>Bids can be hand delivered to City Secretary Office, 1110 Houston St., 3rd. Floor, Laredo, Texas 78040 or submitted through Cit-E-Bid system until 5:00 P.M. on June 28, 2024 and all submitted bids received will be opened and publicly acknowledged at 10:00 A.M. on July 1st. 2024.<br>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.

## Contact Information

Contact: Tania Herrera
Address: Purchasing Division
5512 Thomas Ave
Laredo, TX 78041
Phone: (956) 794-1734
Email: therrera1@ci.laredo.tx.us

## Mark's Plumbing Parts Information

Address: 3312 Ramona Dr.
Fort Worth, TX 76116
Phone: (800) 772-2347
Web Address: www.markspp.com

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

Mandi Gasparini
*Signature*

mandi@markspp.com
*Email*

*Submitted at 6/21/2024 07:26:28 AM (CT)*

## Requested Attachments

### Conflict of Interest Form

Conflict of Interest Questionnaire-Revised 1-1-2021 CITY OF LAREDO.pdf

Vendor needs to address if there is a conflict of interest or not. Form has to be submitted with your response.

### Non-Collusive Affidavit Form

Non-Collusive Affidavit City of Laredo.pdf

This form must be notarized and submitted with your response.

### Certificate of Interested Parties

Form 1295 Certificate 101223756 CITY OF LAREDO.pdf

Form 1295 is to be submitted upon award of bid.

## Response Attachments

### DEVIATIONS City of Laredo FY2-080.pdf

Deviations in regards to shipping fees and price increases.

## Bid Attributes

| | |
|---|---|
| 1 | **Award By Section**<br>This contract will be awarded by section to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code<br>☑ Yes |
| 2 | **Terms and Conditions for Request for Bids**<br>**TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS** Bidders are required to submit bids upon the following expressed conditions:<br>(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.<br>(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.<br>(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. |

**1.0 PREPARATION OF BIDS** Bids will be prepared in accordance with the following:
(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.
**2.0 DESCRIPTION OF SUPPLIES** Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.
**3.0 SUBMISSION OF BIDS**
(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**
(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.
**4.0 REJECTION OF BIDS** The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.
**5.0 WITHDRAWAL OF BIDS** Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.
**6.0 LATE BIDS OR MODIFICATIONS** Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.
**7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS** If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Ave, Laredo, TX 78041 ealdape@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a

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

**8.0 BIDDER DISCOUNTS**

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

**9.0 INTENT OF CONTRACT**

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

**10.0 AWARD OF CONTRACT**

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

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

**11.0 ENTIRE AGREEMENT**

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

**12.0 PAYMENT & INVOICING**

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

**13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:**

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

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| 3 | **Insurance Terms and Conditions**<br>**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.<br>(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.<br>(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.<br>(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.<br>(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.<br>(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.<br>(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.<br>(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:<br>1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.<br>2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.<br>3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.<br>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.<br>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.<br>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.<br>7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.<br>8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.<br>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.<br>(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:<br>1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.<br>2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.<br>(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.<br>**(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**<br>(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.<br>(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.<br>☑ I agree my insurance meets minumum requirements |

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| 4 | **Disqualification & Debarment Certification**<br>**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."<br><br>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.<br><br>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.<br>☑ I certify to the terms and conditions |

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| 5 | **Contract Requirements**<br>**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.<br>**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.<br>**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.<br>**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****<br>**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.<br>**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.<br><br>Changes to Form 1295:<br>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."<br>☑ I have read and understand this section |

**6** **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

**7** **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 ".

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

JOHN W GASPARINI INC; MANDI GASPARINI, 817-710-2233

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

41 years--INCORPORATED 2-11-1983;

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

MARK'S PLUMBING PARTS (DBA)

**11** **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.

**12** **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

**13** **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

**14** **State if the Company is a certified minority business enterprise**

This company is not a certified minority business

15 **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.

16 **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.

17 **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

18 **Disclosure Form**

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

19 **This is a**

New Submission

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

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

MANDI GASPARINI

21 **Question 2. Contract Information**

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

FY24-080 (Plumbing Supplies - Parks & Various City Departments), City of Laredo Purchasing

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

JOHN W GASPARINI INC dba MARK'S PLUMBING PARTS

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

Not Applicable

24 **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*

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

Not Applicable

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

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

N/A

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

Not Applicable

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

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

N/A

29 **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

30 **Question 7. Disclosure of political contributions**

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

N/A

31 **Updates on contributions required**

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

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| 32 | **Question 8. Disclosure of Conflict of Interest**<br>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?<br>I am not aware of any conflict of interest |
| 33 | **8. Disclosure of Conflict of Interest**<br>If you selected I am aware of conflict of interest is question 8, please list them in this section.<br>*No response* |
| 34 | **Question 9. Updates Required**<br>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.<br>☑ I have read and understand this section |
| 35 | **Question 10. No Contact with City Officials or Staff during Contract Evaluation**<br>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.<br>☑ I have read and understand this section |
| 36 | **Question 11. Conflict of Interest Questionnaire (CIQ)**<br>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.<br>☑ I have acknowledge that I have been advised |
| 37 | **Question 11. Oath**<br>Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date<br>MANDI GASPARINI SALES/CONTRACTS JOHN W GASPARINI INC, DBA MARK'S PLUMBING PARTS 6/19/2024 |
| 38 | **Question 12. Oath**<br>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.<br>☑ I swear or affirm information is correct |

## Bid Lines

| | |
|---|---|
| **1** | Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a Primary Vendor and/or vendors an annual contract for the purchase of plumbing supplies for Parks and Various Departments of the City of Laredo. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, TX 78041 or by downloading from our website: https://cityoflaredo.ionwave.net/CurrentSourcingEvents.aspx. Bids can be hand delivered to City Secretary Office, 1110 Houston St., 3rd. Floor, Laredo, Texas 78040 or submitted through Cit-E-Bid system until 5:00 P.M. on June 28, 2024 and all submitted bids received will be opened and publicly acknowledged at 10:00 A.M. on July 1st. 2024. |

| | |
|---|---|
| **2** | 1.0 SCOPE OF WORK<br>1.1 Contractor Requirements. Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.<br>1.2 Unit prices shall govern in the event of extension errors.<br>1.3 The bid pricing should be FOB Laredo, TX unless otherwise clearly stated within the specifications.<br>1.4 Purchases made for City of Laredo use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates may be furnished upon request.<br>1.5 Brand names or manufacturer's references are the desire brand as it indicates type and quality desired base on the City's needs. Vendor can provide an approved equal which will be reviewed and approved by the City. For approved equals, bidder shall include manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be attached as part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.<br>1.6 All plumbing supplies will be ordered on an as needed basis and delivered directly to requesting departments. There are no guaranteed quantities. This contract does not commit the City to purchase the quantities indicated. The quantities are monthly 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. These 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 quantities may vary within the contract period. The City of Laredo has provided to the best of its knowledge. The City of Laredo may or may not order from items listed. |

| | |
|---|---|
| **3** | 2.0 General Conditions 2.1 Bidders are required to submit their bids upon the following expressed conditions: Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of 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 requirement s of the City or the compensation to the vendor. 2.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. 2.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. The City's net price shall be F.O.B., City of Laredo facilities, freight pre-paid. 2.4 The City of Laredo reserves the right to reject any or all bids and to waive any minor irregularities, as well as the right to determine the bid most advantageous to the City. |

**4** 3.0 General Requirements
Contract will be awarded by sections.
3.1 Payment and Invoicing. All invoices must show purchase order number and invoice should be legible. All invoices have a 30 day term from receipt of order.
3.2 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.
3.3 It is the intent of the City to secure a contract for plumbing supplies required by the different city departments.
3.4 The contract award shall be based on an estimated total annual expenditure by all city departments of There is no "guaranteed annual contract volume".
3.5 All orders will be placed on a per-need basis with an authorized Purchase Order from the City of Laredo through the Purchasing Department.
3.6 The bid pricing must be firm for the contract period.
3.7 Cancellation of Contract: The following conditions will result in the cancellation of this contract:
3.7.1 This contract may be canceled, by either party, within sixty days of a written notice.
3.7.2 The failure of the contractor for performance of the services required by this contract, within ten days of receipt of written demand of performance by the City, or the failure of the contractor to correct or replace defective goods or products , within ten days from receipt of written demand, will therefore constitute a total breach of this contract, and shall be cause for termination.
3.8 Prices should be F.O.B. City of Laredo office locations. Inside delivery is required.

**5** 4.0 Term of Contract
The term of this contract shall be for a period of two (2) year beginning as of the date of its execution. The contract may be extended one additional (2) years period upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. 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.
4.1 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.

**6** 5.0 Award of Contract
Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded by section to primary and secondary vendors and to the lowest responsive responsible bidder whose bid price and others factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. Bidder must bid on complete section.
5.1 The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

**7** ## Package Header

SECTION I WATER FOUNTAINS

Total: $5,396.54

### Package Items

**7.1** Wall Mount WM8A Halsey Taylor

Quantity: 2 UOM: EA

***No Bid***

**7.2** Wall Mount HAC8FS Halsey Taylor

Quantity: 2 UOM: EA Price: $740.80 Total: $1,481.60

Supplier Notes: 36958

**7.3** Elkay Fountain EZSTL8C

Quantity: 2 UOM: EA Price: $1,137.60 Total: $2,275.20

Supplier Notes: 37906

**7.4** Elkay Fountain EZS8L

Quantity: 2 UOM: EA Price: $819.87 Total: $1,639.74

Supplier Notes: 25326

**7.5** Elkay Fountain EWA-8 Level ADA

Quantity: 2 UOM: EA **No Bid**

**7.6** Haws 1435 3 Bubblers Fountain

Quantity: 2 UOM: EA **No Bid**

**7.7** Haws 1430 Cast Iron 2 Bubblers Fountain

Quantity: 2 UOM: EA **No Bid**

**7.8** Haws 3202 Steel S 2364

Quantity: 2 UOM: EA **No Bid**

## 8 Package Header

SECTION II WATER HEATERS

Total: *No response*

### Package Items

**8.1** Rheem 120 gal. 36 kw, 240v, 3 ph. Model ES120-36G

Quantity: 2 UOM: EA **No Bid**

**8.2** Rheem 85 gal., 36kw, 240v, 3 ph. Model ES85-36G

Quantity: 2 UOM: EA **No Bid**

**8.3** Lo-Boy 2.5 gal. Electric

Quantity: 3 UOM: EA **No Bid**

**8.4** Lo-Boy 6 gal. Electric

Quantity: 3 UOM: EA **No Bid**

**8.5** 10 gallon Electric

Quantity: 3 UOM: EA **No Bid**

**8.6** 20 gallon Electric

Quantity: 3 UOM: EA **No Bid**

**8.7** 30 gallon Electric

Quantity: 10 UOM: EA **No Bid**

**8.8** 40 gallon Electric

Quantity: 10 UOM: EA **No Bid**

**8.9** 50 gallon Electric

Quantity: 5 UOM: EA **No Bid**

**8.10** 30 gallon Gas

Quantity: 10 UOM: EA **No Bid**

**8.11** 40 gallon Gas

Quantity: 5 UOM: EA **No Bid**

**8.12** 50 gallon Gas

Quantity: 3 UOM: EA **No Bid**

## 9 Package Header

SECTION III BATHROOM SUPPLIES

Total: $12,240.15

### Package Items

**9.1** White Tank 1.28 4438

Quantity: 30 UOM: EA **No Bid**

**9.2** White Elongated Bowl 4325

Quantity: 30 UOM: EA Price: $136.20 Total: $4,086.00

Supplier Notes: 32461

**9.3** Toilet Seat Open Front White

Quantity: 10 UOM: EA Price: $30.14 Total: $301.40

Supplier Notes: 09100

**9.4** High Efficiency Toilet 1.5 gal. white elongated complete.

Quantity: 25 UOM: EA **No Bid**

**9.5** White Elongated Bowl 3251A101.020

Quantity: 25 UOM: EA **No Bid**

**9.6** White Cadet Tank 4192A.104.020

Quantity: 25 UOM: EA **No Bid**

**9.7** White Cadet Bowl 16- 1/8" # 3068.001.020

Quantity: 25 UOM: EA **No Bid**

**9.8** All Brook Urinal 6550.001.020

Quantity: 10 UOM: EA Price: $147.84 Total: $1,478.40

Supplier Notes: 25340

**9.9** *AF* Wall MT Back Flush # 2257.001.020

Quantity: 5 UOM: EA Price: $147.98 Total: $739.90

Supplier Notes: 29642

**9.10** White handicap bowl #2234.001.020

Quantity: 5 UOM: EA Price: $139.05 Total: $695.25

Supplier Notes: 29640

**9.11** Lav/Sink Connectors Hose 20" SS

Quantity: 50 UOM: EA Price: $6.41 Total: $320.50

Supplier Notes: 13801

**9.12** Fluid Master valve 400A

Quantity: 10 UOM: EA Price: $11.33 Total: $113.30

Supplier Notes: 09311

**9.13** Bras Grid Strainer PO Plug 35072

Quantity: 50 UOM: EA Price: $24.27 Total: $1,213.50

Supplier Notes: 04425

**9.14** Plastic Bath Waste & Over flow assembly pvc # 35213

Quantity: 50 UOM: EA Price: $48.63 Total: $2,431.50

Supplier Notes: 04570

**9.15** Kitchen Sink Supply Line vinyl 3/8" c x 1/2 ips x 20" # 28320

Quantity: 50 UOM: EA Price: $6.31 Total: $315.50

Supplier Notes: 08703

**9.16** Toilet Supply Line 7/8"bc x 3/8" c x 12"1 # 29412

Quantity: 50 UOM: EA Price: $5.47 Total: $273.50

Supplier Notes: 13804

**9.17** Laundry Faucets male

Quantity: 25 UOM: EA ***No Bid***

**9.18** Laundry Faucets Female

Quantity: 25 UOM: EA ***No Bid***

**9.19** Water Heater Supply Lines set 3/4"

Quantity: 10 UOM: EA Price: $27.14 Total: $271.40

Supplier Notes: 27757

## 10 Package Header

SECTION IV PLUMBING SUPPLIES PVC ITEMS

Total: $39,610.75

### Package Items

**10.1** Caps sch. 40 3"

Quantity: 100 UOM: EA Price: $6.66 Total: $666.00

Supplier Notes: 45470

**10.2** Caps sch. 40 2"

Quantity: 100 UOM: EA Price: $3.74 Total: $374.00

Supplier Notes: 45468

**10.3** Caps sch. 40 2 1/2"

Quantity: 100 UOM: EA Price: $5.09 Total: $509.00

Supplier Notes: 45469

**10.4** Caps sch 40 2"

Quantity: 100 UOM: EA **No Bid**

**10.5** Caps sch 40 1"

Quantity: 100 UOM: EA Price: $1.58 Total: $158.00

Supplier Notes: 42859

**10.6** 4" Combination wye dwv

Quantity: 50 UOM: EA **No Bid**

Supplier Notes: 45455

**10.7** 4" Wye dwv

Quantity: 50 UOM: EA Price: $23.44 Total: $1,172.00

Supplier Notes: 19524

**10.8** 4" Coupling dwv

Quantity: 50 UOM: EA Price: $5.81 Total: $290.50

Supplier Notes: 17842

**10.9** 6" x 4" Combination wye dwv

Quantity: 50 UOM: EA Price: $206.58 Total: $10,329.00

Supplier Notes: 45465

**10.10** 6" x 4" PVC bushing dwv

Quantity: 50 UOM: EA Price: $29.63 Total: $1,481.50

Supplier Notes: 19287

**10.11** 4" Male adapter dwv

Quantity: 100 UOM: EA Price: $12.66 Total: $1,266.00

Supplier Notes: 19475

**10.12** 2" Male adapter dwv sch. 40 pressure

Quantity: 100 UOM: EA **No Bid**

Supplier Notes: 98105

**10.13** 3" Male adapter sch. 40 pressure

Quantity: 100 UOM: EA Price: $8.47 Total: $847.00

Supplier Notes: 42820

**10.14** Cap Slips 1 / 2 "

Quantity: 150 UOM: EA Price: $0.40 Total: $60.00

Supplier Notes: 98000

**10.15** 3" x 2" Bushing sch. 40

Quantity: 25 UOM: EA Price: $5.04 Total: $126.00

Supplier Notes: 42809

**10.16** 3" x 2 1/2" Bushing sch. 40

Quantity: 25 UOM: EA Price: $5.04 Total: $126.00

Supplier Notes: 42810

**10.17** 4" Male adapter sch. 40 pressure

Quantity: 25 UOM: EA Price: $10.86 Total: $271.50

Supplier Notes: 42821

**10.18** 3" Female adapters sch. 40

Quantity: 25 UOM: EA Price: $6.36 Total: $159.00

Supplier Notes: 45492

**10.19** 2" Male adapter dwv sch. 40

Quantity: 25 UOM: EA Price: $1.95 Total: $48.75

Supplier Notes: 98105

**10.20** Tees sch. 40 3"

Quantity: 100 UOM: EA Price: $15.22 Total: $1,522.00

Supplier Notes: 42897

**10.21** Tees sch. 40 2 1/2"

Quantity: 100 UOM: EA Price: $11.59 Total: $1,159.00

Supplier Notes: 42855

**10.22** Tees sch. 40 *2"*

Quantity: 100 UOM: EA Price: $3.52 Total: $352.00

Supplier Notes: 98085

**10.23** Tees sch. 40 1 *1/2"*

Quantity: 100 UOM: EA Price: $2.40 Total: $240.00

Supplier Notes: 98084

**10.24** Tees sch. 40 1 1/4"

Quantity: 100 UOM: EA Price: $1.98 Total: $198.00

Supplier Notes: 98083

**10.25** Tees sch. 40 1"

Quantity: 100 UOM: EA Price: $1.28 Total: $128.00

Supplier Notes: 98082

**10.26** Tees sch. 40 3/4"

Quantity: 100 UOM: EA Price: $0.68 Total: $68.00

Supplier Notes: 98081

**10.27** Tees sch. 40 *1/2"*

Quantity: 100 UOM: EA Price: $0.59 Total: $59.00

Supplier Notes: 98080

**10.28** Couplings sch. 40 3"

Quantity: 100 UOM: EA Price: $5.88 Total: $588.00

Supplier Notes: 42839

**10.29** Couplings sch. 40 *2 1/2"*

Quantity: 100 UOM: EA Price: $3.76 Total: $376.00

Supplier Notes: 42838

**10.30** Couplings sc h. 40 **2"**

Quantity: 100 UOM: EA Price: $1.61 Total: $161.00

Supplier Notes: 98025

**10.31** Couplings sch. 40 **1** *1/2"*

Quantity: 100 UOM: EA Price: $1.19 Total: $119.00

Supplier Notes: 98024

**10.32** Couplings sch. 40 **1"**

Quantity: 100 UOM: EA Price: $1.04 Total: $104.00

Supplier Notes: 98023

**10.33** Couplings sch. 40 3/4"

Quantity: 100 UOM: EA Price: $0.75 Total: $75.00

Supplier Notes: 98022

**10.34** Couplings sch. 40 *1/2"*

Quantity: 100 UOM: EA Price: $0.31 Total: $31.00

Supplier Notes: 98020

**10.35** Ells 90 degrees slip 3"

Quantity: 100 UOM: EA Price: $10.38 Total: $1,038.00

Supplier Notes: 42856

**10.36** Ells 90 degrees slip 2 1/2"

Quantity: 100 UOM: EA Price: $8.67 Total: $867.00

Supplier Notes: 42860

**10.37** Ells 90 degrees slip 2"

Quantity: 100 UOM: EA Price: $3.04 Total: $304.00

Supplier Notes: 98045

**10.38** Ells 90 degrees slip 1 *1/2"*

Quantity: 100 UOM: EA Price: $1.82 Total: $182.00

Supplier Notes: 98044

**10.39** Ells 90 degrees slip 1"

Quantity: 100 UOM: EA Price: $0.95 Total: $95.00

Supplier Notes: 98042

**10.40** Ells 90 degrees slip 1 1/4"

Quantity: 100 UOM: EA Price: $1.70 Total: $170.00

Supplier Notes: 98043

**10.41** Ells 90 degrees slip 3/4"

Quantity: 100 UOM: EA Price: $0.54 Total: $54.00

Supplier Notes: 98041

**10.42** Ells 90 degrees slip *1/2"*

Quantity: 100 UOM: EA Price: $0.47 Total: $47.00

Supplier Notes: 98040

**10.43** Cap Slips 3"

Quantity: 150 UOM: EA

***No Bid***

**10.44** Cap Slips 2 1/2"

Quantity: 150 UOM: EA

***No Bid***

**10.45** Cap Slips 2"

Quantity: 150 UOM: EA Price: $1.46 Total: $219.00

Supplier Notes: 98005

**10.46** Cap Slips 1 *1/2"*

Quantity: 150 UOM: EA Price: $1.50 Total: $225.00

Supplier Notes: 98004

**10.47** Cap Slips 1 3/4"

Quantity: 150 UOM: EA

***No Bid***

**10.48** Cap Slips 1"

Quantity: 150 UOM: EA Price: $0.79 Total: $118.50

Supplier Notes: 98002

**10.49** Cap Slips 3 / 4 "

Quantity: 150 UOM: EA Price: $0.50 Total: $75.00

Supplier Notes: 98001

**10.50** Male Adapters 3"

Quantity: 150 UOM: EA

***No Bid***

**10.51** Male Adapters 2 *1/2"*

Quantity: 150 UOM: EA Price: $5.40 Total: $810.00

Supplier Notes: 42819

**10.52** Male Adapters 2"

Quantity: 150 UOM: EA

***No Bid***

Supplier Notes: 98105

**10.53** Male Adapters 1 *1/2"*

Quantity: 150 UOM: EA Price: $1.40 Total: $210.00

Supplier Notes: 98104

**10.54** Male Adapters 1 1/4"

Quantity: 150 UOM: EA Price: $1.04 Total: $156.00

Supplier Notes: 98103

**10.55** Male Adapters 1"

Quantity: 150 UOM: EA Price: $0.90 Total: $135.00

Supplier Notes: 98102

**10.56** Male Adapters 3/4"

Quantity: 150 UOM: EA Price: $0.47 Total: $70.50

Supplier Notes: 98101

**10.57** Male Adapters *1/2"*

Quantity: 150 UOM: EA Price: $0.43 Total: $64.50

Supplier Notes: 98100

**10.58** Female Adapters 3"

Quantity: 150 UOM: EA ***No Bid***

Supplier Notes: 45492

**10.59** Female Adapters 2 *1/2"*

Quantity: 150 UOM: EA Price: $4.74 Total: $711.00

Supplier Notes: 45473

**10.60** Female Adapters 2"

Quantity: 150 UOM: EA Price: $1.87 Total: $280.50

Supplier Notes: 98126

**10.61** Female Adapters 1 *1/2"*

Quantity: 150 UOM: EA Price: $1.40 Total: $210.00

Supplier Notes: 98125

**10.62** Female Adapters 1 1/4"

Quantity: 150 UOM: EA Price: $1.22 Total: $183.00

Supplier Notes: 98123

**10.63** Female Adapters 1 "

Quantity: 150 UOM: EA Price: $0.79 Total: $118.50

Supplier Notes: 98122

**10.64** Female Adapters 3/4"

Quantity: 150 UOM: EA Price: $1.28 Total: $192.00

Supplier Notes: 45482

**10.65** Female Adapters *1/2"*

Quantity: 150 UOM: EA Price: $0.54 Total: $81.00

Supplier Notes: 98120

**10.66** Bushing Slips 3/4" x 1/2"

Quantity: 150 UOM: EA ***No Bid***

**10.67** Bushing Slips 1 x *1/2"*

Quantity: 150 UOM: EA Price: $0.90 Total: $135.00

Supplier Notes: 42798

**10.68** Bushing Slips 1" x 3/4"

Quantity: 150 UOM: EA Price: $0.90 Total: $135.00

Supplier Notes: 98141

**10.69** Bushing Slips 2" x 1 *1/2"*

Quantity: 150 UOM: EA Price: $2.13 Total: $319.50

Supplier Notes: 98149

**10.70** Bushing Slips 2" x 3/4"

Quantity: 150 UOM: EA Price: $2.13 Total: $319.50

Supplier Notes: 98152

**10.71** Bushing Slips 2" x 1 "

Quantity: 150 UOM: EA Price: $2.13 Total: $319.50

Supplier Notes: 98151

**10.72** Bushing Slips 2' x 3"

Quantity: 150 UOM: EA ***No Bid***

**10.73** Dressing Coupling 3"

Quantity: 150 UOM: EA ***No Bid***

**10.74** Dressing Coupling 2"

Quantity: 150 UOM: EA Price: $10.45 Total: $1,567.50

Supplier Notes: 10256

**10.75** Dressing Coupling 1 *1/2"*

Quantity: 150 UOM: EA Price: $7.82 Total: $1,173.00

Supplier Notes: 10255

**10.76** Dressing Coupling 1 1/4"

Quantity: 150 UOM: EA Price: $6.26 Total: $939.00

Supplier Notes: 10254

**10.77** Dressing Coupling 1"

Quantity: 150 UOM: EA Price: $4.29 Total: $643.50

Supplier Notes: 10253

**10.78** Dressing Coupling 3/4"

Quantity: 150 UOM: EA Price: $3.72 Total: $558.00

Supplier Notes: 10252

**10.79** Dressing Coupling *1/2"*

Quantity: 150 UOM: EA ***No Bid***

**10.80** Elbows 90 degrees, sch. 40 pressure, 3"

Quantity: 125 UOM: EA ***No Bid***

**10.81** Elbows 90 degrees, sch. 40 pressure, 2-1/2"

Quantity: 125 UOM: EA ***No Bid***

**10.82** Elbows 90 degrees, sch. 40 pressure, 2"

Quantity: 125 UOM: EA ***No Bid***

**10.83** Elbows 90 degrees, sch. 40 pressure, 1 *1/2"*

Quantity: 125 UOM: EA ***No Bid***

**10.84** Elbows 90 degrees sch. 40 pressure 1"

Quantity: 125 UOM: EA **No Bid**

**10.85** Elbows 90 degrees sch. 40 pressure 3/4"

Quantity: 125 UOM: EA **No Bid**

**10.86** Elbows 90 degrees sch 40 pressure *1/2"*

Quantity: 125 UOM: EA **No Bid**

**10.87** Elbow 45 degrees 6"

Quantity: 125 UOM: EA **No Bid**

**10.88** Elbow 45 degrees *5* "

Quantity: 125 UOM: EA **No Bid**

**10.89** Green Cut off Nipples 3/4" x 1/2" x 6" M481101

Quantity: 125 UOM: EA **No Bid**

**10.90** Valve Box 12" x 17" x 6" DFW

Quantity: 125 UOM: EA **No Bid**

**10.91** Extension only no lid DFT 12" x 17" x 6" VB14B

Quantity: 125 UOM: EA **No Bid**

**10.92** Box without lid DFW 12 x 17 x 12 VB12N

Quantity: 125 UOM: EA **No Bid**

**10.93** Pipe 40 plain 2" x 20'

Quantity: 125 UOM: EA **No Bid**

**10.94** Pipe 40 BE 2 1/2" x 20'

Quantity: 125 UOM: EA **No Bid**

**10.95** Pipe 40 plain 1 *1/2"* x 20'

Quantity: 125 UOM: EA **No Bid**

**10.96** Pipe 40 BE 1" x 20'

Quantity: 125 UOM: EA **No Bid**

**10.97** Pipe 40 BE 1 1/4" x 20'

Quantity: 125 UOM: EA **No Bid**

**10.98** Pipe 40 BE 3/4" x 20'

Quantity: 125 UOM: EA **No Bid**

**10.99** Pipe 40 bell end 4" x 20'

Quantity: 125 UOM: EA **No Bid**

**10.100** Pipe 40 bell end 3" x 20'

Quantity: 125 UOM: EA **No Bid**

**10.101** Pipe 40 bell end 2" x 20'

Quantity: 125 UOM: EA **No Bid**

**10.102** Pipe 40 bell end 2 *1/2"* x 20'

Quantity: 125 UOM: EA **No Bid**

**10.103** Pipe 40 bell end 1" x 20'

Quantity: 125 UOM: EA **No Bid**

**10.104** Pipe 40 bell end 1/2" x 20'

Quantity: 125 UOM: EA **No Bid**

**10.105** PVC Cement Pint size HD

Quantity: 125 UOM: EA Price: $8.02 Total: $1,002.50

Supplier Notes: 08184

**10.106** PVC Cement Quart size HD

Quantity: 125 UOM: EA Price: $12.98 Total: $1,622.50

Supplier Notes: 13306

**10.107** Liquid Drain & Sewer Cleaner 32 oz.

Quantity: 150 UOM: EA Price: $7.97 Total: $1,195.50

Supplier Notes: 33434 must be ordered in quantities of 12. Priced per each.

**10.108** Pipe 40 BE 1/2" x 20'

Quantity: 125 UOM: EA **No Bid**

**11** 

## Package Header

SECTION V SPRINKLERS AND RELATED MATERIAL

Total: *No response*

### Package Items

**11.1** Hunter Pop Up Rotor Sprinklers PGP ADJ

Quantity: 300 UOM: EA **No Bid**

**11.2** Rain Bird Rotors Sprinklers 2045A

Quantity: 300 UOM: EA **No Bid**

**11.3** Rainbird Removal Tool SO 9084

Quantity: 25 UOM: EA **No Bid**

**11.4** Weatermatic Solenoid Square M24QE # S07309

Quantity: 125 UOM: EA **No Bid**

**11.5** Valve, Solenoid Control Weatermatic 2100 1 1/2" S08426

Quantity: 125 UOM: EA **No Bid**

**11.6** Rainbird Valves 1 *1/2"*

Quantity: 125 UOM: EA **No Bid**

**11.7** Rainbird Valves 2"

Quantity: 125 UOM: EA **No Bid**

**11.8** Watermatic flow Control Valves 1 *1/2"*

Quantity: 125 UOM: EA **No Bid**

**11.9** Watermatic flow Control Valves 2"

Quantity: 125 UOM: EA **No Bid**

**11.10** Rainbird Sprayhead 4" less nozzle 1804 LN

Quantity: 150 UOM: EA

***No Bid***

**11.11** Multinipples cut off Green 1/2 x 6

Quantity: 125 UOM: EA

***No Bid***

**11.12** Multi-nipples cut off Green 3/4 x 6

Quantity: 125 UOM: EA

***No Bid***

**11.13** IPS auto Valve w/tlow control 150 PGA

Quantity: 125 UOM: EA

***No Bid***

**11.14** Auto valve w/flow control 100 DVF 1 IPS

Quantity: 125 UOM: EA

***No Bid***

**11.15** Auto Valve W/flow control 250 SF 1 IPS

Quantity: 125 UOM: EA

***No Bid***

**11.16** Auto Valve w/flow control 216B 1 1/2 IPS

Quantity: 125 UOM: EA

***No Bid***

**11.17** Auto Valve w/flow control 150 PGA 1 1/2 IPS

Quantity: 125 UOM: EA

***No Bid***

**11.18** Auto Valve w/flow control 217B 2 IPS

Quantity: 125 UOM: EA

***No Bid***

**11.19** Auto Valve w/flow control 200 PGA 2 IPS

Quantity: 125 UOM: EA

***No Bid***

**11.20** Solenoid irritrol 24 vt.

Quantity: 125 UOM: EA

***No Bid***

**11.21** Solenoid for DV Valve A2239

Quantity: 125 UOM: EA

***No Bid***

**11.22** Solenoid weaterrnatic S07309

Quantity: 125 UOM: EA

***No Bid***

**11.23** 1/2 Circle Nozzle 10H

Quantity: 125 UOM: EA

***No Bid***

**11.24** Full Circle Nozzle 10F

Quantity: 125 UOM: EA

***No Bid***

**11.25** Circle Nozzle 10 Q 1/4

Quantity: 125 UOM: EA

***No Bid***

**11.26** Circle Nozzle 12q 1/4

Quantity: 125 UOM: EA

***No Bid***

**11.27** Circle Nozzle 5q 1/4

Quantity: 125 UOM: EA

***No Bid***

**11.28** Circle Nozzle 1/2 15h

Quantity: 125 UOM: EA

***No Bid***

**11.29** Circle Nozzle 5h

Quantity: 125 UOM: EA — ***No Bid***

**11.30** Circle Nozzle 12H

Quantity: 125 UOM: EA — ***No Bid***

**11.31** Circle Nozzle 8h

Quantity: 125 UOM: EA — ***No Bid***

**11.32** Full Circle Nozzle 12F

Quantity: 125 UOM: EA — ***No Bid***

**11.33** Adjustable Rotor w/nozzle I20 hunter

Quantity: 125 UOM: EA — ***No Bid***

**11.34** Side Strip Nozzle 9sst

Quantity: 125 UOM: EA — ***No Bid***

**11.35** Adjustable Bubbler 1300AF

Quantity: 125 UOM: EA — ***No Bid***

**11.36** Circle Nozzle 8q

Quantity: 125 UOM: EA — ***No Bid***

**12** 

## Package Header

DISCOUNT PERCENTAGE: Provide applicable discounts available from your company for any item you sell not listed in the preceding sections. if your company offers no discounts in any particular category, fill out 0%.
*(Line excluded from response total)*

Total: *No response*

### Package Items

**12.1** A) % OFF CATALOG PRICE:

Total: 0%

Supplier Notes: Any applicable discounts to be applied at time of quotation or purchase.

**12.2** B) % OFF LIST PRICE:

Total: 0%

Supplier Notes: Any applicable discounts to be applied at time of quotation or purchase.

**12.3** C) % OFF SHELF PRICE:

Total: 0%

Supplier Notes: Any applicable discounts to be applied at time of quotation or purchase.

**Response Total:** $57,247.44

| 7 | SECTION I WATER FOUNTAINS | | | |
|---|---|---|---|---|
| 7.1 | **Wall Mount WM8A Halsey Taylor** | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | No Bid | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |
| 7.2 | **Wall Mount HAC8FS Halsey Taylor** | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $695.70 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $740.80 | 36958 |
| 7.3 | **Elkay Fountain EZSTL8C** | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $1,137.60 | 37906 |
| | Clark Hardware Ltd | EA | $1,147.90 | |
| 7.4 | **Elkay Fountain EZS8L** | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $695.70 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $819.87 | 25326 |
| 7.5 | **Elkay Fountain EWA-8 Level ADA** | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | No Bid | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |
| 7.6 | **Haws 1435 3 Bubblers Fountain** | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $3,449.88 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |
| 7.7 | **Haws 1430 Cast Iron 2 Bubblers Fountain** | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $2,686.56 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |
| 7.8 | **Haws 3202 Steel S 2364** | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $3,223.08 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |
| 8 | SECTION II WATER HEATERS | | | |
| 8.1 | **Rheem 120 gal. 36 kw, 240v, 3 ph. Model ES120-36G** | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $10,049.75 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |
| 8.2 | **Rheem 85 gal., 36kw, 240v, 3 ph. Model ES85-36G** | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $8,959.40 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |
| 8.3 | **Lo-Boy 2.5 gal. Electric** | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $419.20 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |
| 8.4 | **Lo-Boy 6 gal. Electric** | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $454.95 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| | | | | | |
|---|---|---|---|---|---|
| **8.5** | **10 gallon Electric** | | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** | |
| | Clark Hardware Ltd | EA | $614.25 | | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | | |
| **8.6** | **20 gallon Electric** | | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** | |
| | Clark Hardware Ltd | EA | $699.75 | | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | | |
| **8.7** | **30 gallon Electric** | | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** | |
| | Clark Hardware Ltd | EA | No Bid | | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | | |
| **8.8** | **40 gallon Electric** | | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** | |
| | Clark Hardware Ltd | EA | $639.75 | | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | | |
| **8.9** | **50 gallon Electric** | | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** | |
| | Clark Hardware Ltd | EA | $670.35 | | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | | |
| **8.10** | **30 gallon Gas** | | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** | |
| | Clark Hardware Ltd | EA | No Bid | | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | | |
| **8.11** | **40 gallon Gas** | | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** | |
| | Clark Hardware Ltd | EA | $699.50 | | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | | |
| **8.12** | **50 gallon Gas** | | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** | |
| | Clark Hardware Ltd | EA | $723.60 | | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | | |
| **9** | **SECTION III BATHROOM SUPPLIES** | | | | |
| **9.1** | **White Tank 1.28 4438** | | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** | |
| | Clark Hardware Ltd | EA | $60.90 | | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | | |
| **9.2** | **White Elongated Bowl 4325** | | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** | |
| | Clark Hardware Ltd | EA | $83.90 | | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $136.20 | 32461 | |
| **9.3** | **Toilet Seat Open Front White** | | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** | |
| | Clark Hardware Ltd | EA | $23.85 | | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $30.14 | 09100 | |
| **9.4** | **High Efficiency Toilet 1.5 gal. white elongated complete.** | | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** | |
| | Clark Hardware Ltd | EA | No Bid | | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | | |

| 9.5 | White Elongated Bowl 3251A101.020 | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $94.08 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 9.6 | White Cadet Tank 4192A.104.020 | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | No Bid | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 9.7 | White Cadet Bowl 16- 1/8" # 3068.001.020 | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $95.00 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 9.8 | All Brook Urinal 6550.001.020 | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $147.84 | 25340 |
| | Clark Hardware Ltd | EA | $212.95 | |

| 9.9 | AF Wall MT Back Flush # 2257.001.020 | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $147.98 | 29642 |
| | Clark Hardware Ltd | EA | $161.85 | |

| 9.10 | White handicap bowl #2234.001.020 | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $139.05 | 29640 |
| | Clark Hardware Ltd | EA | $170.75 | |

| 9.11 | Lav/Sink Connectors Hose 20" SS | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $6.41 | 13801 |
| | Clark Hardware Ltd | EA | $6.73 | |

| 9.12 | Fluid Master valve 400A | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $11.33 | 09311 |
| | Clark Hardware Ltd | EA | $14.36 | |

| 9.13 | Bras Grid Strainer PO Plug 35072 | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $15.39 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $24.27 | 04425 |

| 9.14 | Plastic Bath Waste & Over flow assembly pvc # 35213 | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $18.95 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $48.63 | 04570 |

| 9.15 | Kitchen Sink Supply Line vinyl 3/8" c x 1/2 ips x 20" # 28320 | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $5.12 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $6.31 | 08703 |

| 9.16 | Toilet Supply Line 7/8"bc x 3/8" c x 12"1 # 29412 | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $5.47 | 13804 |
| | Clark Hardware Ltd | EA | $5.55 | |

| | | | | | |
|---|---|---|---|---|---|
| **9.17** | **Laundry Faucets male** | | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** | |
| | Clark Hardware Ltd | EA | $14.49 | | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | | |
| **9.18** | **Laundry Faucets Female** | | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** | |
| | Clark Hardware Ltd | EA | $15.59 | | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | | |
| **9.19** | **Water Heater Supply Lines set 3/4"** | | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** | |
| | Clark Hardware Ltd | EA | $11.26 | | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $27.14 | 27757 | |
| **10** | **SECTION IV PLUMBING SUPPLIES PVC ITEMS** | | | | |
| **10.1** | **Caps sch. 40 3"** | | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** | |
| | Clark Hardware Ltd | EA | $3.31 | | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $6.66 | 45470 | |
| **10.2** | **Caps sch. 40 2"** | | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** | |
| | Clark Hardware Ltd | EA | $0.97 | | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $3.74 | 45468 | |
| **10.3** | **Caps sch. 40 2 1/2"** | | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** | |
| | Clark Hardware Ltd | EA | $3.03 | | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $5.09 | 45469 | |
| **10.4** | **Caps sch 40 2"** | | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** | |
| | Clark Hardware Ltd | EA | $0.97 | | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | | |
| **10.5** | **Caps sch 40 1"** | | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** | |
| | Clark Hardware Ltd | EA | $0.54 | | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $1.58 | 42859 | |
| **10.6** | **4" Combination wye dwv** | | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** | |
| | Clark Hardware Ltd | EA | $35.25 | | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | 45455 | |
| **10.7** | **4" Wye dwv** | | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $23.44 | 19524 | |
| | Clark Hardware Ltd | EA | $24.31 | | |

| 10.8 | 4" Coupling dwv | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $5.81 | 17842 |
| | Clark Hardware Ltd | EA | $6.10 | |

| 10.9 | 6" x 4" Combination wye dwv | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $135.00 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $206.58 | 45465 |

| 10.10 | 6" x 4" PVC bushing dwv | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $28.98 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $29.63 | 19287 |

| 10.11 | 4" Male adapter dwv | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $6.50 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $12.66 | 19475 |

| 10.12 | 2" Male adapter dwv sch. 40 pressure | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $1.20 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | 98105 |

| 10.13 | 3" Male adapter sch. 40 pressure | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $5.12 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $8.47 | 42820 |

| 10.14 | Cap Slips 1/2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.30 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $0.40 | 98000 |

| 10.15 | 3" x 2" Bushing sch. 40 | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $3.29 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $5.04 | 42809 |

| 10.16 | 3" x 2 1/2" Bushing sch. 40 | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $3.29 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $5.04 | 42810 |

| 10.17 | 4" Male adapter sch. 40 pressure | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $6.53 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $10.86 | 42821 |

| 10.18 | 3" Female adapters sch. 40 | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $4.13 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $6.36 | 45492 |

| 10.19 | 2" Male adapter dwv sch. 40 | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $1.20 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $1.95 | 98105 |

| 10.20 | Tees sch. 40 3" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $9.87 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $15.22 | 42897 |

| 10.21 | Tees sch. 40 2 1/2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $7.53 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $11.59 | 42855 |

| 10.22 | Tees sch. 40 2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $2.29 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $3.52 | 98085 |

| 10.23 | Tees sch. 40 1 1/2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $1.38 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $2.40 | 98084 |

| 10.24 | Tees sch. 40 1 1/4" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $1.30 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $1.98 | 98083 |

| 10.25 | Tees sch. 40 1" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.85 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $1.28 | 98082 |

| 10.26 | Tees sch. 40 3/4" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.44 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $0.68 | 98081 |

| 10.27 | Tees sch. 40 1/2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.41 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $0.59 | 98080 |

| 10.28 | Couplings sch. 40 3" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $3.82 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $5.88 | 42839 |

| 10.29 | Couplings sch. 40 2 1/2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $2.42 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $3.76 | 42838 |

| 10.30 | Couplings sc h. 40 2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $1.13 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $1.61 | 98025 |

| 10.31 | Couplings sch. 40 1 1/2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.73 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $1.19 | 98024 |

| 10.32 | Couplings sch. 40 1" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.32 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $1.04 | 98023 |

| 10.33 | Couplings sch. 40 3/4" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.31 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $0.75 | 98022 |

| 10.34 | Couplings sch. 40 1/2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.27 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $0.31 | 98020 |

| 10.35 | Ells 90 degrees slip 3" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $6.76 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $10.38 | 42856 |

| 10.36 | Ells 90 degrees slip 2 1/2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $5.62 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $8.67 | 42860 |

| 10.37 | Ells 90 degrees slip 2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $1.87 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $3.04 | 98045 |

| 10.38 | Ells 90 degrees slip 1 1/2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $1.19 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $1.82 | 98044 |

| 10.39 | Ells 90 degrees slip 1" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.62 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $0.95 | 98042 |

| 10.40 | Ells 90 degrees slip 1 1/4" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $1.12 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $1.70 | 98043 |

| 10.41 | Ells 90 degrees slip 3/4" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.38 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $0.54 | 98041 |

| 10.42 | Ells 90 degrees slip 1/2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.36 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $0.47 | 98040 |

| 10.43 | Cap Slips 3" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $3.31 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.44 | Cap Slips 2 1/2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $3.03 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.45 | Cap Slips 2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.97 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $1.46 | 98005 |

| 10.46 | Cap Slips 1 1/2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.82 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $1.50 | 98004 |

| 10.47 | Cap Slips 1 3/4" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | No Bid | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.48 | Cap Slips 1" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.54 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $0.79 | 98002 |

| 10.49 | Cap Slips 3/4" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.35 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $0.50 | 98001 |

| 10.50 | Male Adapters 3" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $5.12 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.51 | Male Adapters 2 1/2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $3.52 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $5.40 | 42819 |

| 10.52 | Male Adapters 2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $1.20 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | 98105 |

| 10.53 | Male Adapters 1 1/2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.91 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $1.40 | 98104 |

| 10.54 | Male Adapters 1 1/4" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.69 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $1.04 | 98103 |

| 10.55 | Male Adapters 1" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.57 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $0.90 | 98102 |

| 10.56 | Male Adapters 3/4" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.36 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $0.47 | 98101 |

| 10.57 | Male Adapters 1/2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.30 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $0.43 | 98100 |

| 10.58 | Female Adapters 3" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $4.13 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | 45492 |

| 10.59 | Female Adapters 2 1/2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $3.10 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $4.74 | 45473 |

| 10.60 | Female Adapters 2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $1.21 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $1.87 | 98126 |

| 10.61 | Female Adapters 1 1/2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.91 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $1.40 | 98125 |

| 10.62 | Female Adapters 1 1/4" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.82 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $1.22 | 98123 |

| 10.63 | Female Adapters 1 " | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.34 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $0.79 | 98122 |

| 10.64 | Female Adapters 3/4" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.44 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $1.28 | 45482 |

| 10.65 | Female Adapters 1/2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.38 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $0.54 | 98120 |

| 10.66 | Bushing Slips 3/4" x 1/2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.37 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.67 | Bushing Slips 1 x 1/2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.60 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $0.90 | 42798 |

| 10.68 | Bushing Slips 1" x 3/4" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.60 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $0.90 | 98141 |

| 10.69 | Bushing Slips 2" x 1 1/2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $1.41 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $2.13 | 98149 |

| 10.70 | Bushing Slips 2" x 3/4" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $1.41 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $2.13 | 98152 |

| 10.71 | Bushing Slips 2" x 1 " | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $1.41 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $2.13 | 98151 |

| 10.72 | Bushing Slips 2' x 3" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $3.29 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.73 | Dressing Coupling 3" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $38.21 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.74 | Dressing Coupling 2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $10.45 | 10256 |
| | Clark Hardware Ltd | EA | $16.50 | |

| 10.75 | Dressing Coupling 1 1/2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $7.82 | 10255 |
| | Clark Hardware Ltd | EA | $12.98 | |

| 10.76 | Dressing Coupling 1 1/4" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $6.26 | 10254 |
| | Clark Hardware Ltd | EA | $12.26 | |

| 10.77 | Dressing Coupling 1" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $4.29 | 10253 |
| | Clark Hardware Ltd | EA | $7.40 | |

| 10.78 | Dressing Coupling 3/4" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $3.72 | 10252 |
| | Clark Hardware Ltd | EA | $6.19 | |

| 10.79 | Dressing Coupling 1/2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $4.73 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.80 | Elbows 90 degrees, sch. 40 pressure, 3" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $6.76 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.81 | Elbows 90 degrees, sch. 40 pressure, 2-1/2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $5.67 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.82 | Elbows 90 degrees, sch. 40 pressure, 2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $1.87 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.83 | Elbows 90 degrees, sch. 40 pressure, 1 1/2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $1.19 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.84 | Elbows 90 degrees sch. 40 pressure 1" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.62 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.85 | Elbows 90 degrees sch. 40 pressure 3/4" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.38 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.86 | Elbows 90 degrees sch 40 pressure 1/2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.36 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.87 | Elbow 45 degrees 6" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $38.72 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.88 | Elbow 45 degrees 5 " | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | No Bid | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.89 | Green Cut off Nipples 3/4" x 1/2" x 6" M481101 | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.73 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.90 | Valve Box 12" x 17" x 6" DFW | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $28.79 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.91 | Extension only no lid DFT 12" x 17" x 6" VB14B | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $30.00 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.92 | Box without lid DFW 12 x 17 x 12 VB12N | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $44.57 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.93 | Pipe 40 plain 2" x 20' | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $22.79 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.94 | Pipe 40 BE 2 1/2" x 20' | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $54.61 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.95 | Pipe 40 plain 1 1/2" x 20' | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $17.89 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.96 | Pipe 40 BE 1" x 20' | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $10.98 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.97 | Pipe 40 BE 1 1/4" x 20' | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $16.69 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.98 | Pipe 40 BE 3/4" x 20' | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $7.98 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.99 | Pipe 40 bell end 4" x 20' | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $73.69 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.100 | Pipe 40 bell end 3" x 20' | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $59.49 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.101 | Pipe 40 bell end 2" x 20' | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $23.29 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.102 | Pipe 40 bell end 2 1/2" x 20' | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $54.61 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.103 | Pipe 40 bell end 1" x 20' | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $10.98 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.104 | Pipe 40 bell end 1/2" x 20' | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $7.09 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 10.105 | PVC Cement Pint size HD | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $8.02 | 08184 |
| | Clark Hardware Ltd | EA | $9.82 | |

| 10.106 | PVC Cement Quart size HD | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $11.11 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $12.98 | 13306 |

| 10.107 | Liquid Drain & Sewer Cleaner 32 oz. | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $7.90 | |
| | | | | 33434 must be ordered in quantities of 12. |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | $7.97 | Priced per each. |

| 10.108 | Pipe 40 BE 1/2" x 20' | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $7.09 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 11 | SECTION V SPRINKLERS AND RELATED MATERIAL | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | | $159,146.75 | |

| 11.1 | Hunter Pop Up Rotor Sprinklers PGP ADJ | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $13.86 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 11.2 | Rain Bird Rotors Sprinklers 2045A | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $21.12 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 11.3 | Rainbird Removal Tool SO 9084 | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $10.00 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 11.4 | Weatermatic Solenoid Square M24QE # S07309 | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $35.00 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 11.5 | Valve, Solenoid Control Weatermatic 2100 1 1/2" S08426 | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $92.95 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 11.6 | Rainbird Valves 1 1/2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $85.49 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 11.7 | Rainbird Valves 2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $111.73 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 11.8 | Watermatic flow Control Valves 1 1/2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $92.95 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 11.9 | Watermatic flow Control Valves 2" | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $130.00 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 11.10 | Rainbird Sprayhead 4" less nozzle 1804 LN | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $2.11 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 11.11 | Multinipples cut off Green 1/2 x 6 | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $0.71 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 11.12 | Multi-nipples cut off Green 3/4 x 6 | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $1.12 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 11.13 | IPS auto Valve w/tlow control 150 PGA | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $85.49 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 11.14 | Auto valve w/flow control 100 DVF 1 IPS | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | No Bid | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 11.15 | Auto Valve W/flow control 250 SF 1 IPS | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $14.27 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 11.16 | Auto Valve w/flow control 216B 1 1/2 IPS | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $107.68 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 11.17 | Auto Valve w/flow control 150 PGA 1 1/2 IPS | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $85.49 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 11.18 | Auto Valve w/flow control 217B 2 IPS | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $132.40 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 11.19 | Auto Valve w/flow control 200 PGA 2 IPS | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $111.73 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 11.20 | Solenoid irritrol 24 vt. | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $21.70 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 11.21 | Solenoid for DV Valve A2239 | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | No Bid | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 11.22 | Solenoid weaterrnatic S07309 | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $32.34 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 11.23 | 1/2 Circle Nozzle 10H | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $1.05 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 11.24 | Full Circle Nozzle 10F | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $1.05 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 11.25 | Circle Nozzle 10 Q 1/4 | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $1.05 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 11.26 | Circle Nozzle 12q 1/4 | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $1.05 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 11.27 | Circle Nozzle 5q 1/4 | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $1.05 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 11.28 | Circle Nozzle 1/2 15h | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $1.05 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| 11.29 | Circle Nozzle 5h | | | |
|---|---|---|---|---|
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $1.05 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| | | | | |
|---|---|---|---|---|
| **11.30** | **Circle Nozzle 12H** | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $1.05 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |
| **11.31** | **Circle Nozzle 8h** | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $1.05 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |
| **11.32** | **Full Circle Nozzle 12F** | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $1.05 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |
| **11.33** | **Adjustable Rotor w/nozzle I20 hunter** | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $29.79 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |
| **11.34** | **Side Strip Nozzle 9sst** | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $1.05 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |
| **11.35** | **Adjustable Bubbler 1300AF** | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $1.25 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |
| **11.36** | **Circle Nozzle 8q** | | | |
| | **Supplier** | **UOM** | **Price** | **Supplier Notes** |
| | Clark Hardware Ltd | EA | $1.05 | |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | EA | No Bid | |

| | | | | |
|---|---|---|---|---|
| **12** | **DISCOUNT PERCENTAGE: Provide applicable discounts available from your company for any item you sell not listed in the** | | | |
| **12.1** | **A) % OFF CATALOG PRICE:** | | | |
| | **Supplier** | **UOM** | **Percent Off** | **Supplier Notes** |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | | 0.0% | Any applicable discounts to be applied at time of quotation or purchase. |
| | Clark Hardware Ltd | | 25.0% | |
| **12.2** | **B) % OFF LIST PRICE:** | | | |
| | **Supplier** | **UOM** | **Percent Off** | **Supplier Notes** |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | | 0.0% | Any applicable discounts to be applied at time of quotation or purchase. |
| | Clark Hardware Ltd | | 60.0% | |
| **12.3** | **C) % OFF SHELF PRICE:** | | | |
| | **Supplier** | **UOM** | **Percent Off** | **Supplier Notes** |
| | Mark's Plumbing Parts (John W. Gasparini, Inc.) | | 0.0% | Any applicable discounts to be applied at time of quotation or purchase. |
| | Clark Hardware Ltd | | 20.0% | |

## City Council

**Meeting Date:** 8/5/2024 **Consent Agenda 36.**

### SUBJECT
Consideration to award annual parts/service contract FY24-083 to the following bidders:

1). Andy's Auto Air & Supplies, Laredo, Texas in an annual amount up to $70,000.00 (Primary Vendor);

2). Toro Automotive LLC., Laredo, Texas in an annual amount up to $70,000.00 (Secondary Vendor);

3). Rotex Truck Center, Laredo, Texas in an annual amount up to $70,000.00 (Secondary Vendor);

for air conditioning system repairs for the automobiles and light duty trucks for the Fleet Division. The term of the contract shall be for period of one year with an opportunity to renew for three additional one year periods and is subject to future appropriations. Funding is available in the Fleet Management Fund.

### PREVIOUS COUNCIL ACTION
None.

### BACKGROUND
The City received three (3) bids through Cit-E-Bid for awarding an annual contract for air conditioning system repairs for the automobiles and light duty trucks for the Fleet Division. It is recommended that these contracts be awarded to Andy's Auto Air & Supplies as a primary vendor and Toro Automotive LLC., and Rotex Truck Center as secondary vendors. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

A complete bid tabulation is attached.

### COMMITTEE RECOMMENDATION
None.

### STAFF RECOMMENDATION
It is recommended that these contracts be approved.

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2024. |
| Budgeted Y/N?: | Yes. |
| Source of Funds: | Fleet Management Fund. |
| Account #: | 593-2810-533-2080. |

Change Order: Exceeds 25% Y/N: No.

**FINANCIAL IMPACT:**

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

| | | | | Andy's Auto Air & Supplies, Inc | | Toro Automotive LLC | | Rotex Truck Center, Inc | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Total Price | $241.00 | Total Price | $340.80 | Total Price | $383.00 |
| Line # | Description | QTY | UOM | Unit | Extended | Unit | Extended | Unit | Extended |
| 1 | Section IAir conditioning system repairs for li | 1 | PKG | **$241.00** | $241.00 | $340.80 | $340.80 | $383.00 | $383.00 |
| 1.1 | Standard Shop Labor Rate | 1 | Hourly Labo | **$60.00** | | $79.95 | | $95.00 | |
| 1.2 | FieldLabor Rate | 1 | Hourly Labo | **$60.00** | | $89.95 | | $95.00 | |
| 1.3 | Diagnostic ShopLabor Rate | 1 | Hourly Labo | **$60.00** | | $79.95 | | $95.00 | |
| 1.4 | DiagnosticFieldLabor Rate | 1 | Hourly Labo | **$60.00** | | $89.95 | | $95.00 | |
| 1.5 | Percent of Discount offered. | 1 | Percentage | 20.0% | | 15.0% | | 20.0% | |
| 1.6 | Repairs will be completed within how many v | 1 | Working Da | **$1.00** | | **$1.00** | | $3.00 | |

| Line # |
| --- |
| 1 |
| 1.1 |
| 1.2 |
| 1.3 |
| 1.4 |
| 1.5 |
| 1.6 |

# FY24-083
# Andy's Auto Air & Supplies, Inc
# Supplier Response

## Event Information

Number: FY24-083
Title: FY24-083 Air Conditioning System Repairs for Light Duty Automotive Vehicles, Light Duty Pickups & Support A/C Attachments to Light Duty Equipment
Type: Request For Bid
Issue Date: 6/17/2024
Deadline: 7/8/2024 05:00 PM (CT)
Notes:

## Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805

Email: ealdape@ci.laredo.tx.us

## Andy's Auto Air & Supplies, Inc Information


Contact: Robert Rosas
Address: 11901 Sara Road
Laredo, TX 78045
Phone: (956) 722-7321
Email: robert@andys-air.com
Web Address: http://andysautoair.com/


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

Robert Rosas
*Signature*

robert@andys-air.com
*Email*

*Submitted at 6/20/2024 04:58:31 PM (CT)*

## Response Attachments

**Affidavit Signed.pdf**

Affidavit Signed

**CIQ Signed.pdf**

CIQ Signed

**Form 1295 - Signed.pdf**

Form 1295 Signed

**Bidder Questionnaire.pdf**

Bidder Questionnaire

**DBE Certificate.pdf**

DBE Certificate

**HUB CERTIFICATE EXP 3-11-2026.pdf**

HUB Certificate

## Bid Attributes

| | |
|---|---|
| 1 | **Questionnaire Description**<br>"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**<br>Andy's Auto Air & Supplies, Inc. // Roberto Rosas 956-722-7321. |
| 3 | **State how long under has the business been in its present business name**<br>41 YEARS |

| | |
|---|---|
| 4 | **If applicable, list all other names under which the Business identified above operated in the last five years** |
| | Andy's Auto & Bus Air, Inc. |
| 5 | **State if the Company is a certified minority business enterprise** |
| | The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company. |
| 6 | **Questions Part 1** |
| | 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? |
| | NO |
| 7 | **Questions Part 2** |
| | 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? |
| | NO |
| 8 | **State if the Company is a certified minority business enterprise** |
| | Historically Underutilized Business (HUB) |
| 9 | **Conflict of Interest Disclosure** |
| | A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733. |

10 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

11 **Conflict of Interest Questionnaire**

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

Yes

12 **Construction Contract**

Construction Contract Requires Acknowledgement

☑ Acknowledge

13 **Disclosure Form**

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

14 **This is a**

New Submission

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

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

Roberto Rosas

16 **Question 2. Contract Information**

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

FY24-083 Air Conditioning System Repairs for Light Duty Automotive Vehicles, Light Duty Pickups & Support A/C Attachments to Light Duty Equipment)

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

Andy's Auto Air & Supplies, Inc. / DBA: Andy's Auto & Bus Air, Inc.

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

Not Applicable

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

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

N/A

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

Not Applicable

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

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

N/A

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

Not Applicable

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

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

N/A

24 **Question 7. Disclosure of political contributions**

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

Not Applicable

25 **Question 7. Disclosure of political contributions**

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

N/A

26 **Updates on contributions required**

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

27 **Question 8. Disclosure of Conflict of Interest**

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

I am not aware of any conflict of interest

28 **8. Disclosure of Conflict of Interest**

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

N/A

29 **Question 9. Updates Required**

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

☑ I have read and understand this section

30 **Question 10. No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section

31 **Question 11. Conflict of Interest Questionnaire (CIQ)**

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

☑ I have acknowledge that I have been advised

32 **Question 11. Oath**

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

Roberto Rosas General Manager, Andy's Auto Air & Supplies, Inc.

33 **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

34 **Company Information Questionnaire**

☑ I have completed this section

35 **Conflict of Interest Questionnaire**

☑ I have completed this section

36 **Non-Collusive Affidavit**

☑ I have completed and included this form

37 **Discretionary Contracts Disclosure**

☑ I have completed this section

38 **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

39 **Terms and Conditions for Request for Bids**

**TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS** Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

**1.0 PREPARATION OF BIDS** Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

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

**3.0 SUBMISSION OF BIDS**

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

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

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

**5.0 WITHDRAWAL OF BIDS** Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

**6.0 LATE BIDS OR MODIFICATIONS** Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

**7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS** If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Ave, Laredo, TX 78041 ealdape@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512

Thomas Ave. Laredo, Texas 78041.

**8.0 BIDDER DISCOUNTS**

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

**9.0 INTENT OF CONTRACT**

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

**10.0 AWARD OF CONTRACT**

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. This contract will be awarded to one primary and two secondary vendors.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

***"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."***

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

**11.0 ENTIRE AGREEMENT**

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

**12.0 PAYMENT & INVOICING**

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall

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

**13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:**

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

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## Insurance Terms and Conditions

**INSURANCE REQUIREMENTS** If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

**(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements

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## Insurance Terms and Conditions

**INSURANCE REQUIREMENTS** If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

**(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements

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## Disqualification & Debarment Certification

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

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

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

☑ I certify to the terms and conditions

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## Contract Requirements

**1.CODE OF ETHICS ORDINANCE** Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

**1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD** **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

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

**1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system)** The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

**1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system)** Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

**1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system)** Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

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

☑ I have read and understand this section

| | |
|---|---|
| 44 | **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**<br>**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**<br>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.<br>☑ I have read and understand this section |
| 45 | **Ordinace 2018-O-175**<br>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.<br>*No response* |

| | |
|---|---|
| 46 | **Bidder Questionnaire**<br>**BIDDER QUESTIONNAIRE **Questionnaire shall be uploaded onto Cit-E-Bid******<br><br>23.1 Company Background: Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work.<br><br>1. Number of people employed: _____<br><br>2. Average years of experience of current employees:_____<br><br>3. Total number of certified automotive service excellence (ASE) technicians: _____<br><br>4 Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement? Yes _____ No _____<br><br>5. What software or labor rate manual do you use to determine industry standard hours to make repairs?<br><br>23.2 Technical Specifications<br><br>1. How will you meet required turnaround time for service repair?<br><br>2. Describe how you ensure that diagnostic assessments and repair recommendations are necessary.<br><br>3. Do you use OEM or aftermarket parts for repairs?<br><br>4. Bidder will provide an "estimated quote" for each repair. All repairs must be duly approved by the Fleet General Manager.<br><br>5. Bidder shall state any special equipment in their operation such as a machine shop, specialized diagnostic tools, etc.<br><br>☑ Yes |

## Bid Lines

| | |
|---|---|
| 1 | **Package Header**<br><br>Section I<br>Air conditioning system repairs for light duty vehicles, light duty pickups and support a/c system on light duty equipment. |

Quantity: 1 UOM: PKG Total: $241.00

Item Notes: Please submit "0" for unit price

**Package Items**

**1.1** Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $60.00 Total: $60.00

**1.2** Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $60.00 Total: $60.00

**1.3** Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $60.00 Total: $60.00

**1.4** Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $60.00 Total: $60.00

**1.5** Percent of Discount offered.

Quantity: 1 UOM: Percentage Discount Total: 20%

**1.6** Repairs will be completed within how many working days after receipt of order?

Quantity: 1 UOM: Working Days Price: $1.00 Total: $1.00

Supplier Notes: 1 - 3 days

**Response Total:** $241.00

# AFFIDAVIT

**Project:**

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

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

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

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

Subscribed and sworn before me this 20 day of JUNE 20 24.

**Notary Public**

**My commission expires:**

06-30-2024

GRACIELA MATA
Notary ID #124460421
My Commission Expires
June 30, 2024

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

| OFFICE USE ONLY |
| --- |
| Date Received |

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

ANDY'S AUTO & BUS AIR, INC.

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

**3** **Name of local government officer about whom the information is being disclosed.**

NONE

Name of Officer

**4** **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

N/A [ ] Yes [ ] No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

N/A [ ] Yes [ ] No

**5** **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

**6** N/A [ ] Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7** Signature of vendor doing business with the governmental entity — 6/20/2024 Date

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

Certificate Number:
2024-1178648

Date Filed:
06/20/2024

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Andy's Auto & Bus Air, Inc.
Laredo, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
City of Laredo

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
FY24-083
Air Conditioning System Repairs for Light Duty Automotive Vehicles, Light Duty Pickups & Support A/C Attachments to Light Duty Equipment,

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Rosas, Robert | Laredo, TX United States | | X |
| | | | |
| | | | |
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| | | | |

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is ROBERT ROSAS, and my date of birth is 11/23/1962.

My address is 11901 SARA RD (street), LAREDO (city), TX (state), 78045 (zip code), USA (country).

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

Executed in WEBB County, State of TX, on the 20 day of JUNE (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

| 4 6 | Bidder Questionnaire |
|---|---|

**BIDDER QUESTIONNAIRE **Questionnaire shall be uploaded onto Cit-E-Bid******

23.1 Company Background: Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work.

1. Number of people employed: 40

2. Average years of experience of current employees: 8-YEARS

3. Total number of certified automotive service excellence (ASE) technicians: 1

4 Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement? Yes YES No _____

5. What software or labor rate manual do you use to determine industry standard hours to make repairs?

MITCHELL 1 / AUTO LABOR EXPERT

23.2 Technical Specifications

1. How will you meet required turnaround time for service repair?

USE A TRIAGE ON SHOP

2. Describe how you ensure that diagnostic assessments and repair recommendations are necessary.

FOLLOW OEM TROUBLESHOOTING PROCEDURES

3. Do you use OEM or aftermarket parts for repairs?

BOTH OEM PARTS & AFTERMARKET PARTS

4. Bidder will provide an "estimated quote" for each repair. All repairs must be duly approved by the Fleet General Manager.

ACKNOWLEDGED

5. Bidder shall state any special equipment in their operation such as a machine shop, specialized diagnostic tools, etc.

ACKNOWLEDGED

☒ Yes
*(Required: Check if applicable)*

## Bid Lines

| 1 | Package Header |
|---|---|

Section I
Air conditioning system repairs for light duty vehicles, light duty pickups and support a/c system on light duty equipment.

Texas Department of Transportation

Texas Unified Certification Program — TUCP

# Disadvantaged Business Enterprise Program

This certifies that the following listed firm is certified as a **DBE** in accordance with Federal Regulations 49 CFR, Part 26

## ANDY's AUTO AIR & SUPPLIES, INC. (VN 25893)

***This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month.***

***Current certification information will be listed in the TUCP Directory. The TUCP Directory website is www.txdot.txdotcms.com***

April 3, 2015
Date issued

Ron Wilson, Director
Office of Civil Rights

# Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: **1742062753500**
Approval Date: **March 11, 2022**
Scheduled Expiration Date: **March 11, 2026**

:xas Comptroller of Public Accounts (CPA), hereby certifies that

## Andy's Auto Air & Supplies, Inc. DBA Andy's Auto & Bus Air, Inc.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **March 11, 2022**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibiliy.

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*Statewide HUB Program*
*Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

# FY24-083
# Toro Automotive LLC
# Toro Automotive LLC
# Supplier Response

## Event Information

Number: FY24-083
Title: FY24-083 Air Conditioning System Repairs for Light Duty Automotive Vehicles, Light Duty Pickups & Support A/C Attachments to Light Duty Equipment
Type: Request For Bid
Issue Date: 6/17/2024
Deadline: 7/8/2024 05:00 PM (CT)
Notes:

## 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

## Toro Automotive LLC Information


Contact: James Gonzalez/Janet Reyes/Pedro Nunez
Address: 1001 Guadalupe St
Laredo, TX 78040
Phone: (956) 753-8676
Fax: (956) 753-8677
Email: bids@toroauto.com
Web Address: www.toroauto.com


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

Janet Reyes
*Signature*

bids@toroauto.com
*Email*

*Submitted at 7/5/2024 04:55:40 PM (CT)*

## Response Attachments

**FORM 1295.pdf**

FORM 1295

**CIQ.pdf**

CIQ FORM

**Affidavit.pdf**

Affidavit

**City bid.docx**

Specifications

## Bid Attributes

| | |
|---|---|
| 1 | **Questionnaire Description**<br>"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**<br>Toro Automotive LLC, Janet Reyes. 956-753-8676 |
| 3 | **State how long under has the business been in its present business name**<br>11 |
| 4 | **If applicable, list all other names under which the Business identified above operated in the last five years**<br>Toro Motors LLC DBA Toro Auto Sales |

| | |
|---|---|
| 5 | **State if the Company is a certified minority business enterprise**<br>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**<br>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?<br>1)No 2)No 3)No 4)No 5)No |
| 7 | **Questions Part 2**<br>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?<br>1)No 2)No 3)No |
| 8 | **State if the Company is a certified minority business enterprise**<br>This company is not a certified minority business |
| 9 | **Conflict of Interest Disclosure**<br>A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733. |
| 10 | **Conflict of Interest Questionnaire Form CIQ**<br>For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. |

| | |
|---|---|
| 11 | **Conflict of Interest Questionnaire**<br>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?<br>Yes |
| 12 | **Construction Contract**<br>Construction Contract Requires Acknowledgement<br>☑ Acknowledge |
| 13 | **Disclosure Form**<br>For details on use of this form, see Section 4.01 of the City's Ethics Code. |
| 14 | **This is a**<br>New Submission |
| 15 | **Question 1. Name of person submitting this disclosure form**<br>Please include First Name, Middle Initial, Last Name and Suffix (if applicable)<br>Janet Reyes |
| 16 | **Question 2. Contract Information**<br>Please include the following: a)Contract or Project Name b)Originating Department<br>a) Air Conditioning System Repairs for Light Duty Automotive Vehicles, Light Duty Pickups & Support A/C Attachments to Light Duty Equipment b)Fleet Department |
| 17 | **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**<br>Toro Automotive LLC |
| 18 | **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**<br>Not Applicable |
| 19 | **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**<br>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.<br>N/A |
| 20 | **Question 5. List any individuals or entities that will be subcontractors on this contract**<br>Not Applicable |
| 21 | **Question 5. List any individuals or entities that will be subcontractors on this contract**<br>If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.<br>N/A |

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

Not Applicable

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

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

N/A

24 **Question 7. Disclosure of political contributions**

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

Not Applicable

25 **Question 7. Disclosure of political contributions**

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

N/A

26 **Updates on contributions required**

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

27 **Question 8. Disclosure of Conflict of Interest**

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

I am not aware of any conflict of interest

28 **8. Disclosure of Conflict of Interest**

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

N/A

29 **Question 9. Updates Required**

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

☑ I have read and understand this section

| | |
|---|---|
| 30 | **Question 10. No Contact with City Officials or Staff during Contract Evaluation**<br>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.<br>☑ I have read and understand this section |
| 31 | **Question 11. Conflict of Interest Questionnaire (CIQ)**<br>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.<br>☑ I have acknowledge that I have been advised |
| 32 | **Question 11. Oath**<br>Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date<br>1) Janet Reyes 2)General Manager 3)Toro Automotive LLC 4) 07/05/2024 |
| 33 | **Question 12. Oath**<br>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.<br>☑ I swear or affirm information is correct |
| 34 | **Company Information Questionnaire**<br>☑ I have completed this section |
| 35 | **Conflict of Interest Questionnaire**<br>☑ I have completed this section |
| 36 | **Non-Collusive Affidavit**<br>☑ I have completed and included this form |
| 37 | **Discretionary Contracts Disclosure**<br>☑ I have completed this section |

38 **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

39 **Terms and Conditions for Request for Bids**

**TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS** Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

**1.0 PREPARATION OF BIDS** Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

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

**3.0 SUBMISSION OF BIDS**

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

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

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

**5.0 WITHDRAWAL OF BIDS** Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

**6.0 LATE BIDS OR MODIFICATIONS** Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

**7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS** If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Ave, Laredo, TX 78041 ealdape@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512

Thomas Ave. Laredo, Texas 78041.

**8.0 BIDDER DISCOUNTS**

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

**9.0 INTENT OF CONTRACT**

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

**10.0 AWARD OF CONTRACT**

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. This contract will be awarded to one primary and two secondary vendors.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

***"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."***

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

**11.0 ENTIRE AGREEMENT**

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

**12.0 PAYMENT & INVOICING**

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall

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

**13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:**

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

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## Insurance Terms and Conditions

**INSURANCE REQUIREMENTS** If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

**(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements

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| 41 | **Insurance Terms and Conditions**<br>**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.<br>(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.<br>(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.<br>(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.<br>(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.<br>(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.<br>(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.<br>(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:<br>1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.<br>2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.<br>3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.<br>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.<br>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.<br>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.<br>7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.<br>8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.<br>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.<br>(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:<br>1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.<br>2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.<br>(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.<br>**(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**<br>(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.<br>(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.<br>☑ I agree my insurance meets minumum requirements |

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## Disqualification & Debarment Certification

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

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

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

☑ I certify to the terms and conditions

| 43 | Contract Requirements |
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**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

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| 44 | **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**<br>**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**<br>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.<br>☑ I have read and understand this section |
| 45 | **Ordinace 2018-O-175**<br>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.<br>I have read and understand this section |

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| 46 | **Bidder Questionnaire**<br>**BIDDER QUESTIONNAIRE **Questionnaire shall be uploaded onto Cit-E-Bid******<br><br>23.1 Company Background: Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work.<br><br>1. Number of people employed: _____<br><br>2. Average years of experience of current employees:_____<br><br>3. Total number of certified automotive service excellence (ASE) technicians: _____<br><br>4 Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement? Yes _____ No _____<br><br>5. What software or labor rate manual do you use to determine industry standard hours to make repairs?<br><br>23.2 Technical Specifications<br><br>1. How will you meet required turnaround time for service repair?<br><br>2. Describe how you ensure that diagnostic assessments and repair recommendations are necessary.<br><br>3. Do you use OEM or aftermarket parts for repairs?<br><br>4. Bidder will provide an "estimated quote" for each repair. All repairs must be duly approved by the Fleet General Manager.<br><br>5. Bidder shall state any special equipment in their operation such as a machine shop, specialized diagnostic tools, etc.<br><br>☑ Yes |

## Bid Lines

| | |
|---|---|
| 1 | **Package Header**<br><br>Section I<br>Air conditioning system repairs for light duty vehicles, light duty pickups and support a/c system on light duty equipment. |

Quantity: 1 UOM: PKG Total: $340.80

Item Notes: Please submit "0" for unit price

**Package Items**

**1.1** Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $79.95 Total: $79.95

**1.2** Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $89.95 Total: $89.95

**1.3** Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $79.95 Total: $79.95

**1.4** Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $89.95 Total: $89.95

**1.5** Percent of Discount offered.

Quantity: 1 UOM: Percentage Discount Total: 15%

**1.6** Repairs will be completed within how many working days after receipt of order?

Quantity: 1 UOM: Working Days Price: $1.00 Total: $1.00

Supplier Notes: Repairs will be completed 1-2 business days depending on work approved.

**Response Total:** $340.80

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1184246

**Date Filed:**
07/05/2024

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
TORO AUTOMOTIVE LLC
Laredo, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
City of Laredo

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
FY24-083
Air Conditioning System Repairs for Light Duty Automotive Vehicles, Light Duty Pickups & Support A/C Attachments to Light Duty Equipment)

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| | | | |
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**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

My name is Janet Reyes, and my date of birth is 08-06-85.

My address is 1001 Guadalupe (street), Laredo (city), TX (state), 78040 (zip code), U.S (country).

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

Executed in Webb County, State of Texas, on the 5 day of July (month), 20 24 (year).

Janet Reyes.
Signature of authorized agent of contracting business entity
(Declarant)

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

**OFFICE USE ONLY**

Date Received

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

Toro Automotive LLC

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

**3** **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

**4** **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

**5** **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7** Janet Reyes

Signature of vendor doing business with the governmental entity

7-5-2024

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

# AFFIDAVIT

**Project:**

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

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

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

Janet Reyes.
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 5th day of July 2024.

Guadalupe R Castillo
Notary Public

**My commission expires:**

January 29, 2026

GUADALUPE R. CASTILLO
My Notary ID # 7159862
Expires January 29, 2026

1. Number of people employed: ___ **8**_____

2. Average years of experience of current employees:_____**10**_____

3. Total number of certified automotive service excellence (ASE) technicians: _____**0**_____

4 Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement? Yes ____**X**_____ No _____

5. What software or labor rate manual do you use to determine industry standard hours to make repairs? **Mitchel 1**

23.2 Technical Specifications

1. How will you meet required turnaround time for service repair? **Depending on what job we will perform, we will try to finish within the same day or following day.**

2. Describe how you ensure that diagnostic assessments and repair recommendations are necessary. **We will you use our scanner and our physical knowledge to determine the repair**.

3. Do you use OEM or aftermarket parts for repairs? **We will use both.**

4. Bidder will provide an "estimated quote" for each repair. All repairs must be duly approved by the Fleet General Manager.

5. Bidder shall state any special equipment in their operation such as a machine shop, specialized diagnostic tools, etc.

# FY24-083
# Rotex Truck Center, Inc
# Supplier Response

## Event Information

Number: FY24-083
Title: FY24-083 Air Conditioning System Repairs for Light Duty Automotive Vehicles, Light Duty Pickups & Support A/C Attachments to Light Duty Equipment
Type: Request For Bid
Issue Date: 6/17/2024
Deadline: 7/8/2024 05:00 PM (CT)
Notes:

## Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805

Email: ealdape@ci.laredo.tx.us

## Rotex Truck Center, Inc Information

Contact: Robert Rosas
Address: 11802 Sara Road
Laredo, TX 78045
Phone: (956) 722-1250
Fax: (956) 727-7835
Email: robert@rotextrucks.com

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

RICHARD ROSAS
*Signature*

richard@rotextrucks.com
*Email*

*Submitted at 6/21/2024 02:18:36 PM (CT)*

## Response Attachments

**Signed Affidavit.pdf**

Affidavit

**Bidder Questionnaire.pdf**

Bidder Questionnaire

**Signed CIQ.pdf**

CIQ

**Signed Form 1295.pdf**

Form 1295

## Bid Attributes

| | |
|---|---|
| 1 | **Questionnaire Description**<br>"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**<br>ROTEX TRUCK CENTER, INC. / RICHARD ROSAS / 956-722-1250 |
| 3 | **State how long under has the business been in its present business name**<br>16-YEARS |
| 4 | **If applicable, list all other names under which the Business identified above operated in the last five years**<br>N/A |

| | |
|---|---|
| 5 | **State if the Company is a certified minority business enterprise**<br>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**<br>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?<br>NO |
| 7 | **Questions Part 2**<br>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?<br>NO |
| 8 | **State if the Company is a certified minority business enterprise**<br>This company is not a certified minority business |
| 9 | **Conflict of Interest Disclosure**<br>A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733. |
| 10 | **Conflict of Interest Questionnaire Form CIQ**<br>For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. |

| | |
|---|---|
| 11 | **Conflict of Interest Questionnaire**<br>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?<br>Yes |
| 12 | **Construction Contract**<br>Construction Contract Requires Acknowledgement<br>☑ Acknowledge |
| 13 | **Disclosure Form**<br>For details on use of this form, see Section 4.01 of the City's Ethics Code. |
| 14 | **This is a**<br>New Submission |
| 15 | **Question 1. Name of person submitting this disclosure form**<br>Please include First Name, Middle Initial, Last Name and Suffix (if applicable)<br>RICHARD ROSAS |
| 16 | **Question 2. Contract Information**<br>Please include the following: a)Contract or Project Name b)Originating Department<br>FY24-083 Air Conditioning System Repairs for Light Duty Automotive Vehicles, Light Duty Pickups & Support A/C Attachments to Light Duty Equipment |
| 17 | **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**<br>ROTEX TRUCK CENTER, INC. |
| 18 | **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**<br>Not Applicable |
| 19 | **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**<br>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.<br>N/A |
| 20 | **Question 5. List any individuals or entities that will be subcontractors on this contract**<br>Not Applicable |
| 21 | **Question 5. List any individuals or entities that will be subcontractors on this contract**<br>If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.<br>N/A |

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

Not Applicable

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

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

N/A

24 **Question 7. Disclosure of political contributions**

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

Not Applicable

25 **Question 7. Disclosure of political contributions**

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

N/A

26 **Updates on contributions required**

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

27 **Question 8. Disclosure of Conflict of Interest**

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

I am not aware of any conflict of interest

28 **8. Disclosure of Conflict of Interest**

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

N/A

29 **Question 9. Updates Required**

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

☑ I have read and understand this section

| | |
|---|---|
| 30 | **Question 10. No Contact with City Officials or Staff during Contract Evaluation**<br>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.<br>☑ I have read and understand this section |
| 31 | **Question 11. Conflict of Interest Questionnaire (CIQ)**<br>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.<br>☑ I have acknowledge that I have been advised |
| 32 | **Question 11. Oath**<br>Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date<br>RICHARD ROSAS / OPERATIONS MANAGER /ROTEX TRUCK CENTER, INC. |
| 33 | **Question 12. Oath**<br>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.<br>☑ I swear or affirm information is correct |
| 34 | **Company Information Questionnaire**<br>☑ I have completed this section |
| 35 | **Conflict of Interest Questionnaire**<br>☑ I have completed this section |
| 36 | **Non-Collusive Affidavit**<br>☑ I have completed and included this form |
| 37 | **Discretionary Contracts Disclosure**<br>☑ I have completed this section |

38 **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

39 **Terms and Conditions for Request for Bids**

**TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS** Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

**1.0 PREPARATION OF BIDS** Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

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

**3.0 SUBMISSION OF BIDS**

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

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

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

**5.0 WITHDRAWAL OF BIDS** Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

**6.0 LATE BIDS OR MODIFICATIONS** Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

**7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS** If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Ave, Laredo, TX 78041 ealdape@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512

Thomas Ave. Laredo, Texas 78041.

**8.0 BIDDER DISCOUNTS**

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

**9.0 INTENT OF CONTRACT**

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

**10.0 AWARD OF CONTRACT**

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. This contract will be awarded to one primary and two secondary vendors.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

***"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."***

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

**11.0 ENTIRE AGREEMENT**

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

**12.0 PAYMENT & INVOICING**

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall

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

**13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:**

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

| 40 | Insurance Terms and Conditions |
|---|---|

**INSURANCE REQUIREMENTS** If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

**(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements

41 **Insurance Terms and Conditions**

**INSURANCE REQUIREMENTS** If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

**(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements

| 42 | Disqualification & Debarment Certification |
|---|---|

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

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

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

☑ I certify to the terms and conditions

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## Contract Requirements

**1.CODE OF ETHICS ORDINANCE** Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

**1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD** **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

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

**1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system)** The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

**1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system)** Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

**1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system)** Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

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

☑ I have read and understand this section

| | |
|---|---|
| 44 | **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**<br>**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**<br>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.<br>☑ I have read and understand this section |
| 45 | **Ordinace 2018-O-175**<br>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.<br>*No response* |

| 4<br>6 | Bidder Questionnaire |
|---|---|

**BIDDER QUESTIONNAIRE **Questionnaire shall be uploaded onto Cit-E-Bid******

23.1 Company Background: Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work.

1. Number of people employed: _____

2. Average years of experience of current employees:_____

3. Total number of certified automotive service excellence (ASE) technicians: _____

4 Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement? Yes _____ No _____

5. What software or labor rate manual do you use to determine industry standard hours to make repairs?

23.2 Technical Specifications

1. How will you meet required turnaround time for service repair?

2. Describe how you ensure that diagnostic assessments and repair recommendations are necessary.

3. Do you use OEM or aftermarket parts for repairs?

4. Bidder will provide an "estimated quote" for each repair. All repairs must be duly approved by the Fleet General Manager.

5. Bidder shall state any special equipment in their operation such as a machine shop, specialized diagnostic tools, etc.

☑ Yes

## Bid Lines

| 1 | Package Header |
|---|---|

Section I
Air conditioning system repairs for light duty vehicles, light duty pickups and support a/c system on light duty equipment.

Quantity: 1 UOM: PKG Total: $383.00

Item Notes: Please submit "0" for unit price

**Package Items**

**1.1** Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $95.00 Total: $95.00

**1.2** Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $95.00 Total: $95.00

**1.3** Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $95.00 Total: $95.00

**1.4** Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $95.00 Total: $95.00

**1.5** Percent of Discount offered.

Quantity: 1 UOM: Percentage Discount Total: 20%

**1.6** Repairs will be completed within how many working days after receipt of order?

Quantity: 1 UOM: Working Days Price: $3.00 Total: $3.00

**Response Total:** $383.00

## AFFIDAVIT

**Project:**

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

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

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

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

Subscribed and sworn before me this 20 day of JUNE 20 24.

**Notary Public**

**My commission expires:**

June 30, 2024

GRACIELA MATA
Notary ID #124460421
My Commission Expires
June 30, 2024

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

**OFFICE USE ONLY**

Date Received

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

ROTEX TRUCK CENTER, INC.

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

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

N/A [ ] Yes [ ] No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

N/A [ ] Yes [ ] No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 N/A [ ] Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

6/20/2024

Date

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

Certificate Number:
2024-1178756

Date Filed:
06/21/2024

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Rotex Truck Center, Inc.
Laredo, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
City of Laredo

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
FY24-083
Air Conditioning System Repairs for Light Duty Automotive Vehicles, Light Duty Pickups & Support A/C Attachments to Light Duty Equipment

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| ROSAS, RICHARD | LAREDO, TX United States | | X |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is RICHARD ROSAS, and my date of birth is 8/12/1968.

My address is 11802 SARA RD (street), LAREDO (city), TX (state), 78045 (zip code), USA (country).

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

Executed in WEBB County, State of TX, on the 20 day of JUNE (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

1. Number of people employed: ___ **8**_____

2. Average years of experience of current employees:_____**10**_____

3. Total number of certified automotive service excellence (ASE) technicians: _____**0**_____

4 Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement? Yes _____**X**_____ No _____

5. What software or labor rate manual do you use to determine industry standard hours to make repairs? **Mitchel 1**

23.2 Technical Specifications

1. How will you meet required turnaround time for service repair? **Depending on what job we will perform, we will try to finish within the same day or following day.**

2. Describe how you ensure that diagnostic assessments and repair recommendations are necessary. **We will you use our scanner and our physical knowledge to determine the repair**.

3. Do you use OEM or aftermarket parts for repairs? **We will use both.**

4. Bidder will provide an "estimated quote" for each repair. All repairs must be duly approved by the Fleet General Manager.

5. Bidder shall state any special equipment in their operation such as a machine shop, specialized diagnostic tools, etc.

| | | | | Andy's Auto Air & Supplies, Inc | | Toro Automotive LLC | | Rotex Truck Center, Inc | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Total Price | $241.00 | Total Price | $340.80 | Total Price | $383.00 |
| Line # | Description | QTY | UOM | Unit | Extended | Unit | Extended | Unit | Extended |
| 1 | Section IAir conditioning system repairs | 1 | PKG | $241.00 | $241.00 | $340.80 | $340.80 | $383.00 | $383.00 |
| 1.1 | Standard Shop Labor Rate | 1 | Hourly Lab | $60.00 | | $79.95 | | $95.00 | |
| 1.2 | FieldLabor Rate | 1 | Hourly Lab | $60.00 | | $89.95 | | $95.00 | |
| 1.3 | Diagnostic ShopLabor Rate | 1 | Hourly Lab | $60.00 | | $79.95 | | $95.00 | |
| 1.4 | DiagnosticFieldLabor Rate | 1 | Hourly Lab | $60.00 | | $89.95 | | $95.00 | |
| 1.5 | Percent of Discount offered. | 1 | Percentag | 20.0% | | 15.0% | | 20.0% | |
| 1.6 | Repairs will be completed within how m | 1 | Working D | $1.00 | | $1.00 | | $3.00 | |
| | | | | primary vendor awarded amount $70,000.00 | | secondary vendor awarded amount $70,000 | | secondary vendor awarded amount $70,000.00 | |

## City Council

**Meeting Date:** 8/5/2024 **Consent Agenda 37.**

### SUBJECT
Consideration to renew supply contract FY22-029 for the purchase of Ford Original Equipment Manufacturer (OEM) automotive parts for the City's fleet vehicles with:

1. Sames Motor Company, Laredo, Texas in an amount up to $250,000.00 (Primary Vendor);

2. Gillie Hyde Ford, Glasgow, Kentucky in an amount up to $100,000.00 (Secondary Vendor).

All parts will be secured on an as needed basis. The term of this contract shall be for a period of one year beginning as of the date of its execution. There was no price increase during the last extension period. This is the last extension period for this contract. Funding is available in the Fleet Management Fund.

### PREVIOUS COUNCIL ACTION
Approved a one-year contract on 8/7/23.

### BACKGROUND
This contract establishes discount pricing for the purchase of Ford original equipment manufacturer (OEM) automotive parts most commonly used in repairing the City's general vehicle fleet. There was no price increase during the last extension period. This is the last extension period for this contract. The term of this contract shall be for a period of one year beginning as of the date of its execution. This contract will be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Current Pricing:

| | Discount Offered | Product I.D. | Award |
|---|---|---|---|
| Sames Motor Co. | 5% | Ford | Primary Vendor |
| Gillie Hyde Ford | Dealer Cost: 0% | Ford | Secondary Vendor |

A complete bid tabulation is attached.

### COMMITTEE RECOMMENDATION
None.

### STAFF RECOMMENDATION
It is recommended that these contracts be renewed.

## Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2024. |
| Budgeted Y/N?: | Yes. |
| Source of Funds: | Fleet Management Fund. |
| Account #: | 59328105332071. |
| Change Order: Exceeds 25% Y/N: | No. |

**FINANCIAL IMPACT:**

The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void

| | | | | | | GILLIE HYDE FORD | | SAMES MOTOR COMPANY | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Total Price | $12,815.59 | Total Price | $13,233.78 |
| Line # | Description | Mfgr | Mfgno | QTY | UOM | Unit | Extended | Unit | Extended |
| 1 | Section I: Ford Captive Parts | Ford OEM Parts/Service | | 1 | PKG | **$12,815.59** | $12,815.59 | $13,233.78 | $13,233.78 |
| 1.1 | Strut | Ford Captive OEM Part | FB5Z18124J | 1 | EA | **$88.05** | | $92.45 | |
| 1.2 | Hub Assembly | Ford Captive OEM Part | BB5Z1104A | 1 | EA | **$135.00** | | $141.75 | |
| 1.3 | Axle | Ford Captive OEM Part | 6W1Z4234A | 1 | EA | **$184.00** | | $193.20 | |
| 1.4 | Fan Motor | Ford Captive OEM Part | 8W1Z8C607B | 1 | EA | **$209.00** | | $219.45 | |
| 1.5 | Alternator | Ford Captive OEM Part | 3WlZ10346CA | 1 | EA | **$186.00** | | $233.58 | |
| 1.6 | P/S Pump | Ford Captive OEM Part | F85Z3A674ABRM | 1 | EA | **$119.00** | | $124.95 | |
| 1.7 | 17" Wheel | Ford Captive OEM Part | 7W7Z1007C | 1 | EA | **$29.20** | | $44.60 | |
| 1.8 | Arm Assembly | Ford Captive OEM Part | GB5Z3078D | 1 | EA | **$140.00** | | $147.00 | |
| 1.9 | Radiator | Ford Captive OEM Part | 3WlZ8005AH | 1 | EA | **$137.38** | | $144.25 | |
| 1.10 | Headlamp | Ford Captive OEM Part | YW7Z 13008AB | 1 | EA | **$38.62** | | $40.55 | |
| 1.11 | Alternator | Ford Captive OEM Part | 6W7Z 10346AA | 1 | EA | **$165.00** | | $173.25 | |
| 1.12 | Fuel Pump | Ford Captive OEM Part | BW1Z9H307A | 1 | EA | $568.00 | | **$307.65** | |
| 1.13 | Coil Pack | Ford Captive OEM Part | 3W7Z12029AA | 1 | EA | **$39.70** | | $41.69 | |
| 1.14 | Manifold Assembly | Ford Captive OEM Part | 9W7Z9424A | 1 | EA | **$180.00** | | $189.00 | |
| 1.15 | Arm Assembly | Ford Captive OEM Part | GB5Z3079G | 1 | EA | **$136.00** | | $142.80 | |
| 1.16 | Alternator | Ford Captive OEM Part | F8AZ10346ABRM | 1 | EA | **$165.00** | | $173.25 | |
| 1.17 | Wheel | Ford Captive OEM Part | 7W7Z1007C | 1 | EA | **$29.20** | | $44.60 | |
| 1.18 | A/C Condenser | Ford Captive OEM Part | BW7Z19712A | 1 | EA | **$150.00** | | $157.50 | |
| 1.19 | Wheel | Ford Captive OEM Part | DG1Z1015A | 1 | EA | **$85.65** | | $89.93 | |
| 1.20 | DPF Filter | Ford Captive OEM Part | CC3Z5H270B | 1 | EA | **$3,193.00** | | $3,352.65 | |
| 1.21 | DEF Fuel Pump | Ford Captive OEM Part | BC3Z5L227K | 1 | EA | **$433.00** | | $454.65 | |
| 1.22 | Evaporator Housing | Ford Captive OEM Part | 9C3Z19B555A | 1 | EA | **$627.13** | | $658.49 | |
| 1.23 | ABS Module | Ford Captive OEM Part | 8L3Z2C219A | 1 | EA | **$298.00** | | $312.90 | |
| 1.24 | Catalytic Converter | Ford Captive OEM Part | 9C3Z5H267B | 1 | EA | **$1,315.00** | | $1,380.75 | |
| 1.25 | Manifold Converter | Ford Captive OEM Part | BG1Z5G232C | 1 | EA | **$467.00** | | $490.35 | |
| 1.26 | Tail Light Assembly | Ford Captive OEM Part | BB5Z13405C | 1 | EA | **$292.22** | | $306.83 | |
| 1.27 | Injector Kit | Ford Captive OEM Part | BC3Z9H529A | 1 | EA | **$275.44** | | $289.21 | |
| 1.28 | Gear (Rack & Pinion) | Ford Captive OEM Part | 7T1Z3A500A | 1 | EA | **$379.00** | | $397.95 | |
| 1.29 | Gear Assembly | Ford Captive OEM Part | EL3Z3504BE | 1 | EA | **$893.00** | | $937.65 | |
| 1.30 | DEF Filter (HD) | Ford Captive OEM Part | 9C3Z5H221B | 1 | EA | **$1,858.00** | | $1,950.90 | |
| 2 | Section I: Ford Captive Parts | Ford OEM Parts/Service | | 1 | Pkg | | | | |
| 2.1 | Percentage Discount | Ford Captive OEM Part | | 1 | Percent | 0.0% | | 5.0% | |

| Line # |
|---|
| 1 |
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| 1.30 |
| 2 |
| 2.1 |

# City of Laredo
# Purchasing Division

## RENEWAL NOTICE

July 9, 2024

Mr. Mike Hyde
Gillie Hyde Ford
610 Happy Valley Road
Glasgow, Kentucky 42141

Re: FY22-029 Ford OEM Parts
Fleet Department
Extension III

Dear Mr. Hyde,

This is to inform you that the contract FY22-029 which was approved by the City Council on August 7, 2023 is up for renewal. This is the last extension period for this contract. Please advise if you wish to renew this contract.

Contract Pricing:

Dealer Cost 0%
Product I.D. Ford

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime L. Zapata
Purchasing Agent

Xc: Purchasing File

Gillie Hyde Ford

Accept ✓ Reject _____

Authorized Signature: Mike Hyde

Print Name: Mike Hyde

Date 7-10-24

# City of Laredo
# Purchasing Division
## RENEWAL NOTICE

July 9, 2024

Mr. Gilberto Trevino
Sames Motor Company
6001 San Dario Avenue
Laredo, Texas 78041

Re: FY22-029 Ford OEM Parts
Fleet Department
Extension III

Dear Mr. Trevino,

This is to inform you that the contract FY22-029 which was approved by the City Council on August 7, 2023 is up for renewal. This is the last extension period for this contract. Please advise if you wish to renew this contract.

Contract Pricing:

Discount Offered 5%
Product I.D. Ford

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Sames Motor Company

Accept Reject

Authorized Signature: Jorge Carrillo

Print Name: Jorge Carrillo

Date: 07/10/24

# City of Laredo
# Purchasing Division
## LETTER OF AWARD

August 8, 2023

Mr. Gilberto Trevino
Sames Motor Company
6001 San Dario Avenue
Laredo, Texas 78041

Re: Ford OEM Parts
Contract FY22-029
Extension II

Dear Mr. Trevino,

This is to inform you that contract renewal FY22-029 was approved by City Council on August 7, 2023. The term of this contract shall be for a period of one year. This is the second of three extension periods. Your company will be the primary vendor for this contract.

Contract Pricing:

| | |
|---|---|
| Discount Offered | 5% |
| Product I.D. | Ford |

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

# City of Laredo
# Purchasing Division
## LETTER OF AWARD

August 8, 2023

Mr. Mike Hyde
Gillie Hyde Ford
610 Happy Valley Road
Glasgow, Kentucky 42141

Re: Ford OEM Parts
Contract FY22-029
Extension II

Dear Mr. Hyde,

This is to inform you that contract renewal FY22-029 was approved by City Council on August 7, 2023. The term of this contract shall be for a period of one year. This is the second of three extension periods. Your company will be the secondary vendor for this contract.

Contract Pricing:

| | |
|---|---|
| Dealer Cost | 0% |
| Product I.D. | Ford |

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

**City Council-Regular**
**Meeting Date:** 08/07/2023
**Initiated By:** Rosario Cabello, Deputy City Manager
**Staff Source:** Ronald W. Miller, Fleet Department Director, Jose F. Castillo, Interim Finance Department Director, Miguel A. Pescador, Purchasing Agent

## SUBJECT

Consideration to renew supply contract FY22-029 for the purchase of Ford Original Equipment Manufacturer (OEM) automotive parts for the City's fleet vehicles with:

1. Sames Motor Company, Laredo, Texas in an amount up to $250,000.00 (Primary Vendor);

2. Gillie Hyde Ford, Glasgow, Kentucky in an amount up to $100,000.00 (Secondary Vendor).

All parts will be secured on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This contract can be renewed one (1) additional one (1) year extension period, upon mutual agreement of the parties. Funding is available in the Fleet Management Fund.

## VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

## PREVIOUS COUNCIL ACTION

Approved a one-year contract on 11/7/22.

## BACKGROUND

This contract establishes discount pricing for the purchase of Ford original equipment manufacturer (OEM) automotive parts most commonly used in repairing the City's general vehicle fleet. There was no price increase during the last extension period. This is the second of three extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for one, additional one (1) year period. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City.

Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall be bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. This contract will be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Current Pricing:

| | | Sames Motor Co. | Gillie Hyde Ford |
|---|---|---|---|
| Discount Offered | | 5% | Dealer Cost: 0% |
| Product I.D. (Mfr.) | | Ford | Ford |
| | | Primary Vendor | Secondary Vendor |

A complete bid tabulation is attached.

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that these contracts be renewed.

---

**Fiscal Impact**

**Fiscal Year:** 2023

**Bugeted Y/N?:** Yes

**Source of Funds:** Fleet Maintenance Fund

**Account #:** 59328105332071

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

**Attachments**

Bid Tab FY22-029
Contracts FY22-029

# City of Laredo
# Purchasing Division

## RENEWAL NOTICE

July 19, 2023

Mr. Mike Hyde
Gillie Hyde Ford
610 Happy Valley Road
Glasgow, Kentucky 42141

Re: FY22-029 Ford OEM Parts
Fleet Department
Extension II

Dear Mr. Hyde,

This is to inform you that the contract FY22-029 which was approved by the City Council on January 18, 2022 is up for an early renewal. All parts will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This is the second of three extension periods.

Contract Pricing:

Dealer Cost 0%
Product I.D. Ford

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Escador
Purchasing Agent

Xc: Purchasing File

Gillie Hyde Ford

Accept ✓ Reject: _____

Authorized Signature: Mike Hyde

Print Name: Mike Hyde

Date: 7-19-23

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805

# City of Laredo
## Purchasing Division
### RENEWAL NOTICE

July 19, 2023

Mr. Gilberto Trevino
Sames Motor Company
6001 San Dario Avenue
Laredo, Texas 78041

Re: FY22-029 Ford OEM Parts
Fleet Department
Extension II

Dear Mr. Trevino,

This is to inform you that the contract FY22-029 which was approved by the City Council on January 18, 2022 is up for an early renewal. All parts will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This is the second of three extension periods. Your company is the primary vendor for this contract.

Contract Pricing:

Discount Offered 5%
Product I.D. Ford

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Sames Motor Company

Accept ✓ Reject

Authorized Signature: Jorge Carrillo

Print Name: Jorge Carrillo

Date: 7-19-2023

# City of Laredo
# Purchasing Division
## LETTER OF AWARD

November 8, 2022

Mr. Gilberto Trevino
Sames Motor Company
6001 San Dario Avenue
Laredo, Texas 78041

Re: Ford OEM Parts
Contract FY22-029
Extension I

Dear Mr. Trevino,

This is to inform you that contract renewal FY22-029 was approved by City Council on November 7, 2022. The term of this contract shall be for a period of one year. This contract has two one (1) year extension periods. Your company will be the primary vendor for this contract.

Contract Pricing:

| | |
|---|---|
| Discount Offered | 5% |
| Product I.D. | Ford |

If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

# City of Laredo
# Purchasing Division
## LETTER OF AWARD

November 8, 2022

Mr. Mike Hyde
Gillie Hyde Ford
610 Happy Valley Road
Glasgow, Kentucky 42141

Re: Ford OEM Parts
Contract FY22-029
Extension I

Dear Mr. Hyde,

This is to inform you that contract renewal FY22-029 was approved by City Council on November 7, 2022. The term of this contract shall be for a period of one year. This contract has two one (1) year extension periods. Your company will be the secondary vendor for this contract.

Contract Pricing:

| | |
|---|---|
| Dealer Cost | 0% |
| Product I.D. | Ford |

If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

**City Council-Regular**
**Meeting Date:** 11/07/2022
**Initiated By:** Riazul Mia, Assistant City Manager
**Staff Source:** Ronald W. Miller, Fleet Department Director, Miguel A. Pescador, Purchasing Agent

## SUBJECT

Consideration to renew supply contract FY22-029 for the purchase of Ford Original Equipment Manufacturer (OEM) automotive parts for the City's fleet vehicles with:

1. Sames Motor Company, Laredo, Texas in an amount up to $250,000.00 (Primary Vendor);

2. Gillie Hyde Ford, Glasgow, Kentucky in an amount up to $100,000.00 (Secondary Vendor).

All parts will be secured on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This contract can be renewed two (2) additional one (1) year extension periods, upon mutual agreement of the parties. Funding is available in the Fleet Management Fund.

## VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

## PREVIOUS COUNCIL ACTION

Approved a one-year contract on 1/18/22.

## BACKGROUND

This contract establishes discount pricing for the purchase of Ford original equipment manufacturer (OEM) automotive parts most commonly used in repairing the City's general vehicle fleet. There was no price increase during the last extension period. This is the first of three extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by

the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall be bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Current Pricing:

| | | Sames Motor Co. | Gillie Hyde Ford | |
|---|---|---|---|---|
| Discount Offered | | 5% | Dealer Cost: 0% | |
| Product I.D. (Mfr.) | | Ford | Ford | |
| | | Primary Vendor | Secondary Vendor | |

A complete bid tabulation is attached.

**COMMITTEE RECOMMENDATION**
None.

**STAFF RECOMMENDATION**
It is recommended that these contracts be renewed.

| | **Fiscal Impact** |
|---|---|
| **Fiscal Year:** | 2023 |
| **Bugeted Y/N?:** | Yes |
| **Source of Funds:** | Fleet Maintenance Fund |
| **Account #:** | 59328105332071 |
| **Change Order: Exceeds 25% Y/N:** | |

**FINANCIAL IMPACT:**
The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

## Attachments

Bid Tab FY22-029
FY22-029 Contracts

# City of Laredo
# Purchasing Division

## RENEWAL NOTICE

October 24, 2022

Mr. Mike Hyde
Gillie Hyde Ford
610 Happy Valley Road
Glasgow, Kentucky 42141

Re: FY22-029 Ford OEM Parts
Fleet Department
Extension I

Dear Mr. Hyde,

This is to inform you that the contract FY22-029 which was approved by the City Council on January 18, 2022 is up for renewal. All tires will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This is the first of three extension periods.

Contract Pricing:

Dealer Cost 0%
Product I.D. Ford

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Gillie Hyde Ford

Accept ✓ Reject

Authorized Signature: Mike Hyde

Print Name: Mike Hyde

Date: 10-24-22

# City of Laredo
## Purchasing Division
### RENEWAL NOTICE

October 24, 2022

Mr. Gilberto Trevino
Sames Motor Company
6001 San Dario Avenue
Laredo, Texas 78041

Re: FY22-029 Ford OEM Parts
Fleet Department
Extension I

Dear Mr. Trevino,

This is to inform you that the contract FY22-029 which was approved by the City Council on January 18, 2022 is up for renewal. All tires will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This is the first of three extension periods. Your company is the primary vendor for this contract.

Contract Pricing:

Discount Offered 5%
Product I.D. Ford

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Sames Motor Company

Accept ✓ Reject

Authorized Signature:

Print Name: Gilberto Trevino

Date: 10/26/2022

# City of Laredo
# Purchasing Division
## LETTER OF AWARD

January 19, 2022

Mr. Gilberto Trevino
Sames Motor Company
6001 San Dario Avenue
Laredo, Texas 78041

Re: Ford OEM Parts
Contract FY22-029

Dear Mr. Trevino,

This is to inform you that contract FY22-029 was approved by City Council on January 18, 2022. The term of this contract shall be for a period of one year. This contract has three one (1) year extension periods. Your company will be the primary vendor for this contract.

Contract Pricing:

| | |
|---|---|
| Discount Offered | 5% |
| Product I.D. | Ford |

**Statutory Requirement to File Form 1295:**
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a copy to mpescador@ci.laredo.tx.us If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

# City of Laredo
# Purchasing Division
## LETTER OF AWARD

January 19, 2022

Mr. Mike Hyde
Gillie Hyde Ford
610 Happy Valley Road
Glasgow, Kentucky 42141

Re: Ford OEM Parts
Contract FY22-029

Dear Mr. Hyde,

This is to inform you that contract FY22-029 was approved by City Council on January 18, 2022. The term of this contract shall be for a period of one year. This contract has three one (1) year extension periods. Your company will be the secondary vendor for this contract.

Contract Pricing:

| | |
|---|---|
| Dealer Cost | 0% |
| Product I.D. | Ford |

**Statutory Requirement to File Form 1295**:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a copy to mpescador@ci.laredo.tx.us If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

**City Council-Regular**
**Meeting Date:** 01/18/2022
**Initiated By:** Riazul Mia, Assistant City Manager
**Staff Source:** Ronald W. Miller, Fleet Department Director, Miguel A. Pescador, Purchasing Agent

**SUBJECT**

Consideration to award supply contract FY22-029 for the purchase of Ford Original Equipment Manufacturer (OEM) automotive parts for the City's fleet vehicles to:

1. Sames Motor Company, Laredo, Texas in an amount up to $250,000.00 (Primary Vendor);

2. Gillie Hyde Ford, Glasgow, Kentucky in an amount up to $100,000.00 (Secondary Vendor).

All parts will be secured on an as-needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract can be renewed three (3) additional one (1) year extension periods, upon mutual agreement of the parties. Funding is available in the Fleet Management Fund.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

The City received two bids through Cit-E-Bid for awarding a supply contract for auto parts for the Fleet Department. This contract establishes discount pricing for the purchase of Ford original equipment manufacturer (OEM) automotive parts most commonly used in repairing the City's general vehicle fleet. Staff has reviewed the bids and is recommending that Sames Motor Company be the primary vendor and Gillie Hyde Ford be the secondary vendor for this contract.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than thirty (60) days before the

expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall be bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Summary:

| | | Sames Motor Co. | Gillie Hyde Ford | |
|---|---|---|---|---|
| Discount Offered | | 5% | Dealer Cost: 0% | |
| Product I.D. (Mfr.) | | Ford | Ford | |
| | | Primary Vendor | Secondary Vendor | |

A complete bid tabulation is attached.

**COMMITTEE RECOMMENDATION**
None.

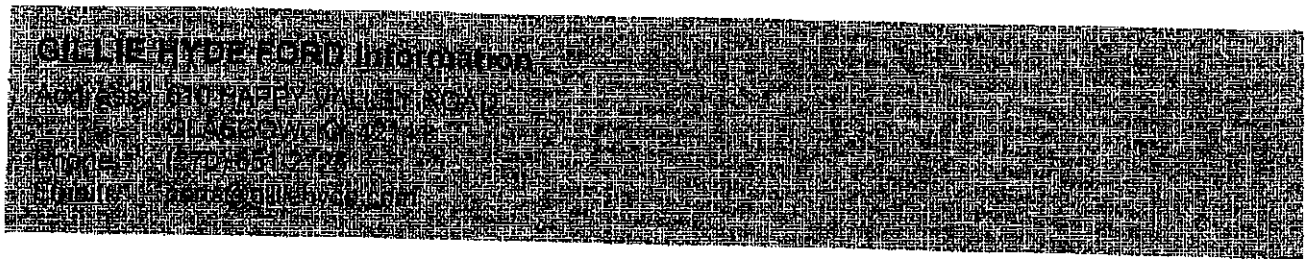
**STAFF RECOMMENDATION**
It is recommended that these contracts be approved.

**Fiscal Impact**

**Fiscal Year:** 2022
**Bugeted Y/N?:** Yes
**Source of Funds:** Fleet Maintenance Fund
**Account #:** 59328105332071
**Change Order: Exceeds 25% Y/N:**
**FINANCIAL IMPACT:**
The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

## Attachments

FY22-029 Contracts
Bid Tab FY22-029




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

Mike Hyde
*Signature*

parts@gilliehyde.com
*Email*

*Submitted at 12/15/2021 4:50:57 PM*

## Response Attachments

**Price Schedule.PDF**

Price Schedule

**Business Questionaire.PDF**

Business Questionaire

**Conflict of Interest.PDF**

Conflict of Interest

**Affidavit.PDF**

Affidavit

**Discretionary contracts.PDF**

Discretionary Contracts

**Oath.PDF**

Oath

**Interested Parties.PDF**

Interested parties

## Bid Attributes

**Questionnaire Description**

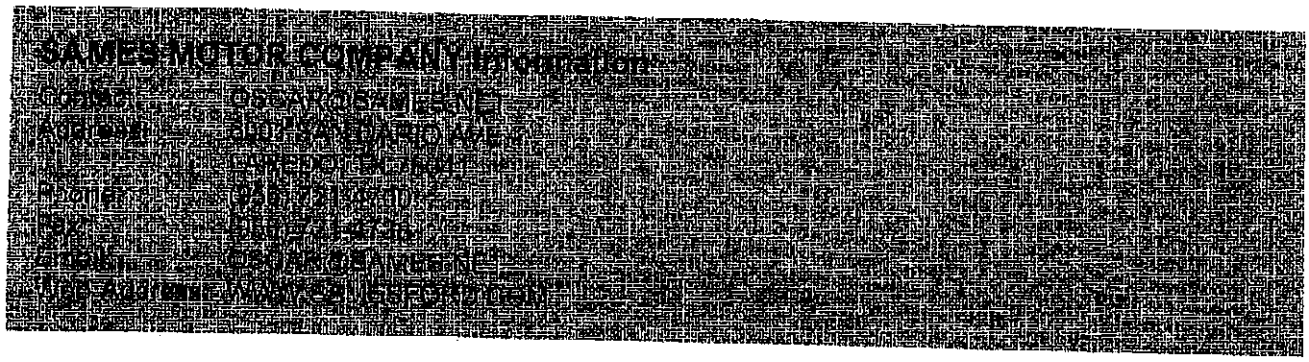
"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been 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**

Gillie Hyde Ford Lincoln Inc. Mike Hyde 270-651-2125

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

68 years




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

Martha A Navarro for Gilberto Trevino
*Signature*

gtrevino@sames.net
*Email*

*Submitted at 12/21/2021 10:48:05 AM*

## Supplier Note

Manual Submittal

## 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**

Sames Motor Company, Inc. ; Gilberto Trevino- Controller ; 956-721-4730 - gtrevino@sames.net

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

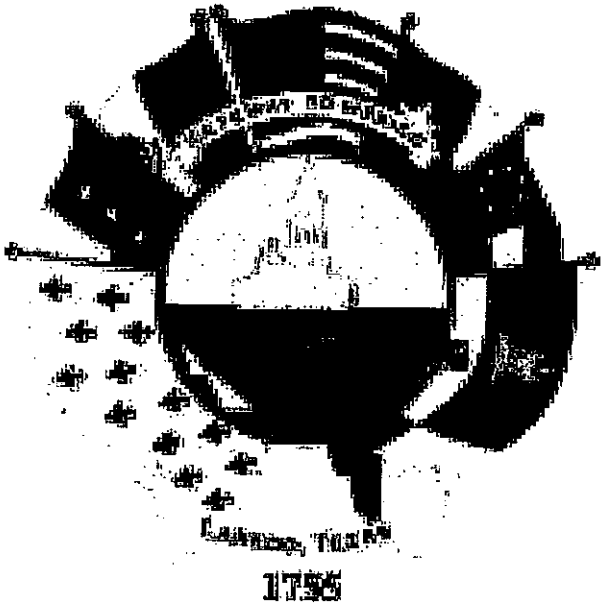
54 years

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

Sames Motor Company

**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.



# FY22-029 Ford Captive Parts
# SAMES MOTOR COMPANY
# Supplier Response

## Event Information

Number: FY22-029 Ford Captive Parts
Title: FY22-029 Ford Captive Parts
Type: Request For Bid
Issue Date: 12/1/2021
Deadline: 12/20/2021 05:00 PM (CT)
Notes: **MANUAL BID DROP-OFF PROCEDURES**

NOTE: Manual Proposals will only be accepted the first 45 minutes of the hour before they are due. For example, if the proposal is due at 4:00, proposals will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the proposal is in a sealed envelope marked with the following:
   - Name of Proposal
   - Name of Company submitting Proposal
   - Address of Company submitting Proposal
2. Place Proposal Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.
3. If you need a copy of the time-stamped envelope, you will need to

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. Thank you for your understanding and help at this time of trying to stay healthy and safe.
City Secretary's Office

## 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

## SAMES MOTOR COMPANY Information

Contact: OSCAR@SAMES.NET
Address: 6001 SANDARIO AVE
LAREDO, TX 78041
Phone: (956) 721-4700
Fax: (956) 721-4738
Email: OSCAR@SAMES.NET
Web Address: WWW.SAMESFORD.COM

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

Martha A Navarro for Gilberto Trevino
*Signature*

gtrevino@sames.net
*Email*

*Submitted at 12/21/2021 10:48:05 AM*

## Supplier Note

Manual Submittal

## 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**

Sames Motor Company, Inc. ; Gilberto Trevino- Controller ; 956-721-4730 - gtrevino@sames.net

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

54 years

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

Sames Motor Company

**5 State if the Company is a certified minority business enterprise**

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

**6 Questions Part 1**

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

N/A

**7 Questions Part 2**

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

N/A

**8 State If the Company Is a certified minority business enterprise**

This company is not a certified minority business

**9 Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

**10 Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**11 Conflict of Interest Questionnaire**

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

Yes

**Disclosure Form**

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

**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)

Gilberto Trevino

**Question 2. Contract Information**

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

FY22-029 Ford Captive Parts

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

Sames Motor Company, 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

**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

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

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

*No response*

23 **Question 7. Disclosure of political contributions**

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

Not Applicable

24 **Question 7. Disclosure of political contributions**

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

*No response*

25 **Updates on contributions required**

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

26 **Question 8. Disclosure of Conflict of Interest**

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

I am not aware of any conflict of interest

27 **8. Disclosure of Conflict of Interest**

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

*No response*

28 **Question 9. Updates Required**

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

☑ I have read and understand this section (I have read and understand this section)

29 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section (I have read and understand this section)

30 **Question 11. Conflict of Interest Questionnaire (CIQ)**

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

☑ I have acknowledge that I have been advised (I have acknowledge that I have been advised)

**31 Question 11. Oath**

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

Gilberto Trevino
Controller
Sames Motor Co., Inc
12/16/2021

**32 Question 12. Oath**

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

☑ I swear or affirm information is correct (I swear or affirm information is correct)

**33 Company Information Questionnaire**

☑ I have completed this section (I have completed this section)

**34 Conflict of Interest Questionnaire**

☑ I have completed this section (I have completed this section)

**35 Non-Collusive Affidavit**

☑ I have completed and included this form (I have completed and included this form)

**36 Discretionary Contracts Disclosure**

☑ I have completed this section (I have completed this section)

37 **Certificate of Interested Parties (Form 1295)**

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

☐ *I will comply with this form (I will comply with this form)*

38 **Terms and Conditions for Request for Bids**

**TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS** Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

**1.0 PREPARATION OF BIDS** Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

**2.0 DESCRIPTION OF SUPPLIES** Any catalog or manufacturer's reference used in describing an item is merely

descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

**3.0 SUBMISSION OF BIDS**

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

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

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

**5.0 WITHDRAWAL OF BIDS** Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

**6.0 LATE BIDS OR MODIFICATIONS** Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

**7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS** If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

**8.0 BIDDER DISCOUNTS**

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

**9.0 INTENT OF CONTRACT**

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

**10.0 AWARD OF CONTRACT**

(a) This contract will be awarded 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) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

**11.0 PAYMENT & INVOICING**

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and P.O. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing

questions please contact: Jorge J. [illegible]y, Accounts Payable Manager 956-791-7[illegible] jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

☐ *I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)*

## Bid Lines

### 1 Package Header

Section I: Ford Captive Parts

Quantity: 1 UOM: PKG Total: $13,233.78

Manufacturer: Ford OEM Parts/Service

Item Notes: Please submit "0" for unit price

**Package Items**

**1.1** Strut

Quantity: 1 UOM: EA Price: $92.45 Total: $92.45

Manufacturer: Ford Captive OEM Part

Manufacturer #: FB5Z18124J

**1.2** Hub Assembly

Quantity: 1 UOM: EA Price: $141.75 Total: $141.75

Manufacturer: Ford Captive OEM Part

Manufacturer #: BB5Z1104A

**1.3** Axle

Quantity: 1 UOM: EA Price: $193.20 Total: $193.20

Manufacturer: Ford Captive OEM Part

Manufacturer #: 6W1Z4234A

**1.4** Fan Motor

Quantity: 1 UOM: EA Price: $219.45 Total: $219.45

Manufacturer: Ford Captive OEM Part

Manufacturer #: 8W1Z8C607B

**1.5** Alternator

Quantity: 1 UOM: EA Price: $233.58 Total: $233.58

Manufacturer: Ford Captive OEM Part

Manufacturer #: 3WIZ10346CA

**1.6** P/S Pump

Quantity: 1 UOM: EA Price: $124.95 Total: $124.95

Manufacturer: Ford Captive OEM Part

Manufacturer #: F85Z3A674ABRM

**1.7** 17" Wheel

Quantity: 1 UOM: EA Price: $44.60 Total: $44.60

Manufacturer: Ford Captive OEM Part

Manufacturer #: 7W7Z1007C

**1.8** Arm Assembly

Quantity: 1 UOM: EA Price: $147.00 Total: $147.00

Manufacturer: Ford Captive OEM Part

Manufacturer #: GB5Z3078D

**1.9** Radiator

Quantity: 1 UOM: EA Price: $144.25 Total: $144.25

Manufacturer: Ford Captive OEM Part

Manufacturer #: 3WIZ8005AH

**1.10** Headlamp

Quantity: 1 UOM: EA Price: $40.55 Total: $40.55

Manufacturer: Ford Captive OEM Part

Manufacturer #: YW7Z 13008AB

**1.11** Alternator

Quantity: 1 UOM: EA Price: $173.25 Total: $173.25

Manufacturer: Ford Captive OEM Part

Manufacturer #: 6W7Z 10346AA

**1.12** Fuel Pump

Quantity: 1 UOM: EA Price: $307.65 Total: $307.65

Manufacturer: Ford Captive OEM Part

Manufacturer #: BW1Z9H307A

**1.13** Coil Pack

Quantity: 1 UOM: EA Price: $41.69 Total: $41.69

Manufacturer: Ford Captive OEM Part

Manufacturer #: 3W7Z12029AA

**1.14** Manifold Assembly

Quantity: 1 UOM: EA Price: $189.00 Total: $189.00

Manufacturer: Ford Captive OEM Part

Manufacturer #: 9W7Z9424A

**1.15** Arm Assembly

Quantity: 1 UOM: EA Price: $142.80 Total: $142.80

Manufacturer: Ford Captive OEM Part

Manufacturer #: GB5Z3079G

**1.16** Alternator

Quantity: 1 UOM: EA Price: $173.25 Total: $173.25

Manufacturer: Ford Captive OEM Part

Manufacturer #: F8AZ10346ABRM

**1.17** Wheel

Quantity: 1 UOM: EA Price: $44.60 Total: $44.60

Manufacturer: Ford Captive OEM Part

Manufacturer #: 7W7Z1007C

**1.18** A/C Condenser

Quantity: 1 UOM: EA Price: $157.50 Total: $157.50

Manufacturer: Ford Captive OEM Part

Manufacturer #: BW7Z19712A

**1.19** Wheel

Quantity: 1 UOM: EA Price: $89.93 Total: $89.93

Manufacturer: Ford Captive OEM Part

Manufacturer #: DG1Z1015A

**1.20** DPF Filter

Quantity: 1 UOM: EA Price: $3,352.65 Total: $3,352.65

Manufacturer: Ford Captive OEM Part

Manufacturer #: CC3Z5H270B

**1.21** DEF Fuel Pump

Quantity: 1 UOM: EA Price: $454.65 Total: $454.65

Manufacturer: Ford Captive OEM Part

Manufacturer #: BC3Z5L227K

**1.22** Evaporator Housing

Quantity: 1 UOM: EA Price: $658.49 Total: $658.49

Manufacturer: Ford Captive OEM Part

Manufacturer #: 9C3Z19B555A

**1.23** ABS Module

Quantity: 1 UOM: EA Price: $312.90 Total: $312.90

Manufacturer: Ford Captive OEM Part

Manufacturer #: 8L3Z2C219A

**1.24** Catalytic Converter

Quantity: 1 UOM: EA Price: $1,380.75 Total: $1,380.75

Manufacturer: Ford Captive OEM Part

Manufacturer #: 9C3Z5H267B

**1.25** Manifold Converter

Quantity: 1 UOM: EA Price: $490.35 Total: $490.35

Manufacturer: Ford Captive OEM Part

Manufacturer #: BG1Z5G232C

**1.26** Tail Light Assembly

Quantity: 1 UOM: EA Price: $306.83 Total: $306.83

Manufacturer: Ford Captive OEM Part

Manufacturer #: BB5Z13405C

**1.27** Injector Kit

Quantity: 1 UOM: EA Price: $289.21 Total: $289.21

Manufacturer: Ford Captive OEM Part

Manufacturer #: BC3Z9H529A

**1.28** Gear (Rack & Pinion)

Quantity: 1 UOM: EA Price: $397.95 Total: $397.95

Manufacturer: Ford Captive OEM Part

Manufacturer #: 7T1Z3A500A

**1.29** Gear Assembly

Quantity: 1 UOM: EA Price: $937.65 Total: $937.65

Manufacturer: Ford Captive OEM Part

Manufacturer #: EL3Z3504BE

**1.30** DEF Filter (HD)

Quantity: 1 UOM: EA Price: $1,950.90 Total: $1,950.90

Manufacturer: Ford Captive OEM Part

Manufacturer #: 9C3Z5H221B

## 2 Package Header

Section I: Ford Captive Parts

Quantity: 1 UOM: Pkg

Manufacturer: Ford OEM Parts/Service

Item Notes: Please submit "0" for unit price

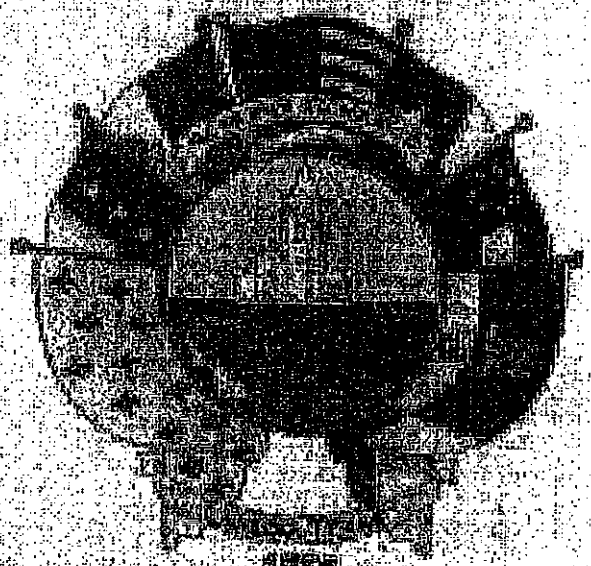
### Package Items

**2.1** Percentage Discount

Quantity: 1 UOM: Percent Total: 5%

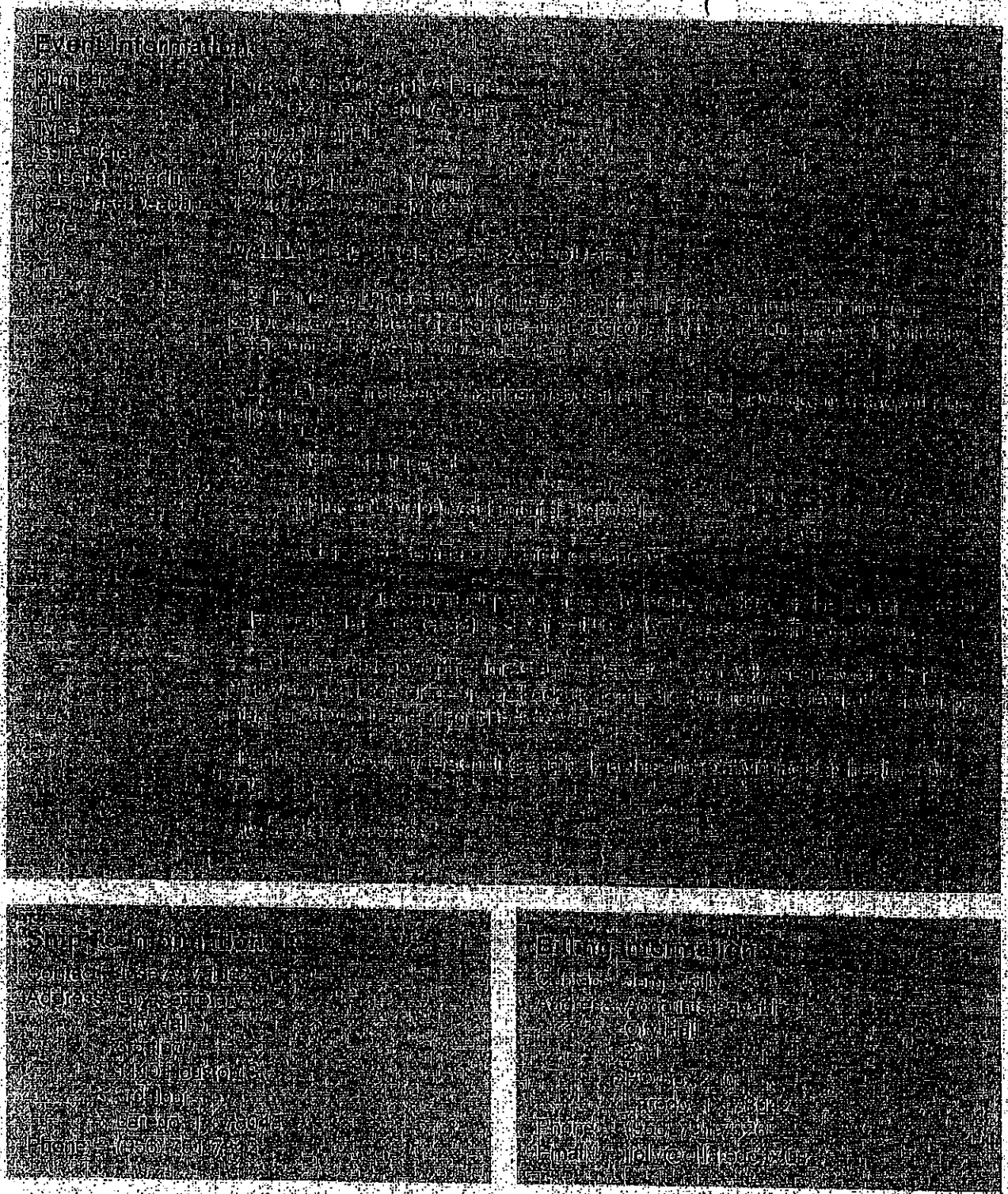
Manufacturer: Ford Captive OEM Part

**Response Total:** $13,233.78



## Contact Information


Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us


Event Information

## Bid Attachments

**FY22-029 Ford Captive Parts.pdf** Download

FY22-029 Ford Captive Parts

## Bid Attributes

1 **Questionnaire Description**

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

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

Sames Motor Company, Inc.
Gilberto Trevino - Controller
956-721-4750 - gtrevino@sames.net
*(Required; Maximum 1000 characters allowed)*

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

54 years

*(Required; Maximum 1000 characters allowed)*

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

Sames Motor Company

*(Required; Maximum 4000 characters allowed)*

5 **State if the Company is a certified minority business enterprise**

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

**Questions Part 1**

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

1. NO
2. NO
3. NO
4. NO
5. NO

*(Required; Maximum 4000 characters allowed)*

**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?

1. NO
2. NO
3. NO

*(Required; Maximum 4000 characters allowed)*

**State if the Company is a certified minority business enterprise**

☐ Historically Underutilized Business (HUB) ☐ Small Disadvantaged Business Enterprise (SCBC)
☐ Disadvantaged Business Enterprise (DBE) ☐ Other
☒ This company is not a certified minority business

*(Required; Check only one)*

**Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission, 5. Members of the Planning and Zoning Commission, 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

**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 ☐ No

*(Required: Check only one)*

**Disclosure Form**

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

**This is a**

☒ New Submission ☐ Correction ☐ Update to previous submission

*(Required: Check only one)*

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

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

Gilberto A. Trevino

*(Required: Maximum 1000 characters allowed)*

**Question 2. Contract Information**

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

FY 22-029 FORD CAPTIVE PARTS

*(Required: Maximum 4000 characters allowed)*

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

Sames Motor Commpany, Inc

*(Required: Maximum 4000 characters allowed)*

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

☒ Not Applicable ☐ It applies to my business

*(Required: Check only one)*

**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.

*(Optional: Maximum 4000 characters allowed)*

**Question 6. List any individuals or entities that will be subcontractors on this contract**

☒ Not Applicable ☐ It applies to my business

*(Required: Check only one)*

**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.

*(Optional: Maximum 4000 characters allowed)*

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

☒ Not Applicable ☐ It applies to my business
*(Required: Check only one)*

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

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

*(Optional: Maximum 4000 characters allowed)*

**Question 7. Disclosure of political contributions**

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

☒ Not Applicable ☐ It applies to my business
*(Required: Check only one)*

**Question 7. Disclosure of political contributions**

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

*(Optional: Maximum 4000 characters allowed)*

**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 aware of conflict of interest ☒ I am not aware of any conflict of interest

*(Required: Check only one)*

**8. Disclosure of Conflict of Interest**

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

*(Optional: Maximum 1000 characters allowed)*

**Question 9. Updates Required**

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

☒ I have read and understand this section

*(Required: Check if applicable)*

**Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract on any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☒ I have read and understand this section

*(Required: Check if applicable)*

**Question 11. Conflict of Interest Questionnaire (CIQ)**

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

☒ I have acknowledge that I have been advised

*(Required: Check if applicable)*

**Question 11. Oath**

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

1. Gilberto A. Trevino
2. Controller
3. Sames Motor Co., Inc.
4. 12/16/2021

*(Required; Maximum 4000 characters allowed)*

**Question 12. Oath**

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

☒ I swear or affirm information is correct

*(Required; Check if applicable)*

**Company Information Questionnaire**

☒ I have completed this section

*(Required; Check if applicable)*

**Conflict of Interest Questionnaire**

☒ I have completed this section

*(Required; Check if applicable)*

**Non-Collusive Affidavit**

☒ I have completed and included this form

*(Required; Check if applicable)*

**Discretionary Contracts Disclosure**

☒ I have completed this section

*(Required; Check if applicable)*

## 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 6, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process! Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules, 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☐ I will comply with this form.
*(Required: Check if applicable)*

## 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 plea 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.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum.

(d) Proposed delivery time must be shown and shall include Sundays and holidays.

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

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

**3.0 SUBMISSION OF BIDS**

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

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

(a) Bidder misstates or conceals any material fact in the bid;

(b) Bid does not strictly conform to the law or the requirements of the bid;

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo;

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications;

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

**5.0 WITHDRAWAL OF BIDS** Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

**6.0 LATE BIDS OR MODIFICATIONS** Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

**7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS** If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512

Thomas Ave. Laredo, Texas 78041.

**8.0 BIDDER DISCOUNTS**

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

**9.0 INTENT OF CONTRACT**

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

**10.0 AWARD OF CONTRACT**

(a) This contract will be awarded 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) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

**11.0 PAYMENT & INVOICING**

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (EFT) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up

fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

☐ I Agree to the Terms and Conditions
*(Required: Check if applicable)*

## Bid Lines

### Package Header

Section I: Ford Captive Parts

Quantity: 1 UOM: PKG Total: $ 0

Manufacturer: Ford OEM Parts/Service

Item Notes: Please submit "0" for unit price

Supplier Notes:

☐ No Bid

☐ Additional Notes (Attach separate sheet)

### Package Items

**1.1 Strut**

Quantity: 1 UOM: EA Price: $ 92.45 Total: $ 92.45

Manufacturer: Ford Captive OEM Part

Manufacturer #: FB5Z18124J

Supplier Notes:

☐ No Bid

☐ Additional Notes (Attach separate sheet)

**1.2 Hub Assembly**

Quantity: 1 UOM: EA Price: $ 141.75 Total: $ 141.75

Manufacturer: Ford Captive OEM Part

Manufacturer #: BB5Z1104A

Supplier Notes:

☐ No Bid

☐ Additional Notes (Attach separate sheet)

**1.3 Axle**

Quantity: 1 UOM: EA Price: $ 193.20 Total: $ 193.20

Manufacturer: Ford Captive OEM Part

Manufacturer #: 6W1Z4234A

Supplier Notes:

☐ No Bid

☐ Additional Notes (Attach separate sheet)

**1.4 Fan Motor**

Quantity: 1 UOM: EA Price: $ 219.45 Total: $ 219.45

Manufacturer: Ford Captive OEM Part

Manufacturer #: 8W1Z8C607B

Supplier Notes:

☐ No Bid

☐ Additional Notes (Attach separate sheet)

**1.5** Alternator

Quantity: 1 UOM: EA Price: $ 233.58 Total: $ 233.58

Manufacturer: Ford Captive OEM Part

Manufacturer #: 3WIZ10346CA

Supplier Notes:

No Bid

Additional Notes

**1.6** P/S Pump

Quantity: 1 UOM: EA Price: $ 124.95 Total: $ 124.95

Manufacturer: Ford Captive OEM Part

Manufacturer #: F65Z3A674ABRM

Supplier Notes:

No Bid

Additional Notes

**1.7** 17" Wheel

Quantity: 1 UOM: EA Price: $ 44.60 Total: $ 44.60

Manufacturer: Ford Captive OEM Part

Manufacturer #: 7W7Z1007C

Supplier Notes:

No Bid

Additional Notes

**1.8** Arm Assembly

Quantity: 1 UOM: EA Price: $ 147.00 Total: $ 147.00

Manufacturer: Ford Captive OEM Part

Manufacturer #: GB5Z3078D

Supplier Notes:

No Bid

Additional Notes

**1.9** Radiator

Quantity: 1 UOM: EA Price: $ 144.25 Total: $ 144.25

Manufacturer: Ford Captive OEM Part

Manufacturer #: 3WIZ8005AH

Supplier Notes:

No Bid

Additional Notes

**1.10** Headlamp

Quantity: 1 UOM: EA Price: $ 40.55 Total: $ 40.55

Manufacturer: Ford Captive OEM Part

Manufacturer #: YW7Z-13008AB

Supplier Notes:

No Bid

Additional Notes

1.11 Alternator

Quantity: 1 UOM: EA Price: $ 173.25 Total: $ 173.25

Manufacturer: Ford Captive OEM Part

Manufacturer #: 6W7Z 10346AA

Supplier Notes:

No Bid

Additional Notes Attached

1.12 Fuel Pump

Quantity: 1 UOM: EA Price: $ 307.65 Total: $ 307.65

Manufacturer: Ford Captive OEM Part

Manufacturer #: BW1Z9H307A

Supplier Notes:

No Bid

Additional Notes Attached

1.13 Coil Pack

Quantity: 1 UOM: EA Price: $ 41.69 Total: $ 41.69

Manufacturer: Ford Captive OEM Part

Manufacturer #: 3W7Z12029AA

Supplier Notes:

No Bid

Additional Notes Attached

1.14 Manifold Assembly

Quantity: 1 UOM: EA Price: $ 189.00 Total: $ 189.00

Manufacturer: Ford Captive OEM Part

Manufacturer #: 9W7Z9424A

Supplier Notes:

No Bid

Additional Notes Attached

1.15 Arm Assembly

Quantity: 1 UOM: EA Price: $ 142.80 Total: $ 142.80

Manufacturer: Ford Captive OEM Part

Manufacturer #: GB5Z3079G

Supplier Notes:

No Bid

Additional Notes Attached

1.16 Alternator

Quantity: 1 UOM: EA Price: $ 173.25 Total: $ 173.25

Manufacturer: Ford Captive OEM Part

Manufacturer #: F8AZ10346ABRM

Supplier Notes:

No Bid

Additional Notes Attached

1.17 Wheel

Quantity: 1 UOM: EA Price: $ 44.60 Total: $ 44.60

Manufacturer: Ford Captive OEM Part

Manufacturer #: 7W7Z1007C

Supplier Notes:

No Bid

Additional Notes (Attach additional files)

1.18 A/C Condenser

Quantity: 1 UOM: EA Price: $ 157.50 Total: $ 157.50

Manufacturer: Ford Captive OEM Part

Manufacturer #: BW7Z19712A

Supplier Notes:

No Bid

Additional Notes (Attach additional files)

1.19 Wheel

Quantity: 1 UOM: EA Price: $ 89.93 Total: $ 89.93

Manufacturer: Ford Captive OEM Part

Manufacturer #: DG1Z1015A

Supplier Notes:

No Bid

Additional Notes (Attach additional files)

1.20 DPF Filter

Quantity: 1 UOM: EA Price: $ 3,352.65 Total: $ 3,352.65

Manufacturer: Ford Captive OEM Part

Manufacturer #: CC3Z5H270B

Supplier Notes:

No Bid

Additional Notes (Attach additional files)

1.21 DEF Fuel Pump

Quantity: 1 UOM: EA Price: $ 454.65 Total: $ 454.65

Manufacturer: Ford Captive OEM Part

Manufacturer #: BC3Z6L227K

Supplier Notes:

No Bid

Additional Notes (Attach additional files)

1.22 Evaporator Housing

Quantity: 1 UOM: EA Price: $ 658.49 Total: $ 658.49

Manufacturer: Ford Captive OEM Part

Manufacturer #: 9C3Z19B555A

Supplier Notes:

No Bid

Additional Notes (Attach additional files)

1.23 ABS Module

Quantity: 1 UOM: EA Price: $ 312.90 Total: $ 312.90

Manufacturer: Ford Captive OEM Part

Manufacturer #: 8L3Z2C219A

Supplier Notes:

1.24 Catalytic Converter

Quantity: 1 UOM: EA Price: $ 1,380.75 Total: $ 1,380.75

Manufacturer: Ford Captive OEM Part

Manufacturer #: 9C3Z5H267B

Supplier Notes:

1.25 Manifold Converter

Quantity: 1 UOM: EA Price: $ 490.35 Total: $ 490.35

Manufacturer: Ford Captive OEM Part

Manufacturer #: BG1Z5G232C

Supplier Notes:

1.26 Tail Light Assembly

Quantity: 1 UOM: EA Price: $ 306.83 Total: $ 306.83

Manufacturer: Ford Captive OEM Part

Manufacturer #: BB5Z13405C

Supplier Notes:

1.27 Injector Kit

Quantity: 1 UOM: EA Price: $ 289.21 Total: $ 289.21

Manufacturer: Ford Captive OEM Part

Manufacturer #: BC3Z9H529A

Supplier Notes:

1.28 Gear (Rack & Pinion)

Quantity: 1 UOM: EA Price: $ 397.95 Total: $ 397.95

Manufacturer: Ford Captive OEM Part

Manufacturer #: 7T1Z3A500A

Supplier Notes:

1.29 Gear Assembly

Quantity: 1 UOM: EA Price: $ 937.65 Total: $ 937.65

Manufacturer: Ford Captive OEM Part

Manufacturer #: EL3Z3504BE

Supplier Notes:

1.30 DEF Filter (HD)

Quantity: 1 UOM: EA Price: $ 1,950.90 Total: $ 1,950.90

Manufacturer: Ford Captive OEM Part

Manufacturer #: 9C3Z5H221B

Supplier Notes:

## Package Header

Section 1: Ford Captive Parts

Quantity: 1 UOM: Pkg Total: $ 0

Manufacturer: Ford OEM Parts/Service

Item Notes: Please submit "0" for unit price

Supplier Notes:

### Package Items

2.1 Percentage Discount

Quantity: 1 UOM: Percent Total: 5 %

Manufacturer: Ford Captive OEM Part

Supplier Notes:

## Supplier Information

Company Name: Sames Motor Company, Inc

Contact Name: Jorge Carrillo

Address: 6001 San Dario Ave

Laredo, TX 78041

Phone: 956-721-4700

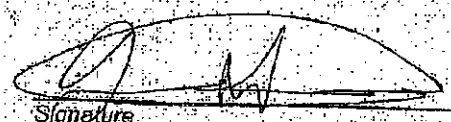
Fax: 956-717-2658

Email: gtrevino@sames.net

## Supplier Notes

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

Gilberto A. Trevino
*Print Name*


*Signature*

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**
Certificate Number:
2021-633772

Date Filed:
12/16/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
SAMES MOTOR COMPANY
Laredo, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City Of Laredo Purchasing

3. Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
FY22-029
Ford Captive Parts

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
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| | | | |

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Gilberto A. Trevino and my date of birth is 05/09/1989

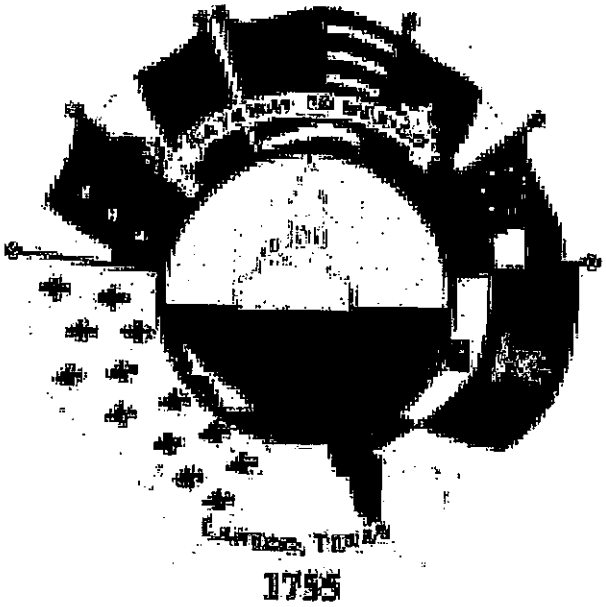
My address is 6001 San Dario Ave Laredo TX 78041 U.S.A.
(street) (city) (state) (zip code) (country)

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

Executed in Webb County, State of Texas, on the 16 day of December, 2021
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.1.181b5cdc




# FY22-029 Ford Captive Parts
# GILLIE HYDE FORD
# Supplier Response

## Event Information

Number: FY22-029 Ford Captive Parts
Title: FY22-029 Ford Captive Parts
Type: Request For Bid
Issue Date: 12/1/2021
Deadline: 12/20/2021 05:00 PM (CT)
Notes: **MANUAL BID DROP-OFF PROCEDURES**

NOTE: Manual Proposals will only be accepted the first 45 minutes of the hour before they are due. For example, if the proposal is due at 4:00, proposals will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the proposal is in a sealed envelope marked with the following:
   - Name of Proposal
   - Name of Company submitting Proposal
   - Address of Company submitting Proposal
2. Place Proposal Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.
3. If you need a copy of the time-stamped envelope, you will need to

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. Thank you for your understanding and help at this time of trying to stay healthy and safe.
City Secretary's Office

## 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

## GILLIE HYDE FORD Information

Address: 610 HAPPY VALLEY ROAD
GLASGOW, KY 42141
Phone: (270) 651-2125
Email: parts@gillielhyde.com

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

Mike Hyde
*Signature*

parts@gillielhyde.com
*Email*

*Submitted at 12/15/2021 4:50:57 PM*

## Response Attachments

**Price Schedule.PDF**

Price Schedule

**Business Questionaire.PDF**

Business Questionaire

**Conflict of Interest.PDF**

Conflict of Interest

**Affidavit.PDF**

Affidavit

**Discretionary contracts.PDF**

Discretionary Contracts

**Oath.PDF**

Oath

**Interested Parties.PDF**

Interested parties

## Bid Attributes

| | |
|---|---|
| 1 | **Questionnaire Description**<br>"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**<br>Gillie Hyde Ford Lincoln Inc. Mike Hyde 270-651-2125 |
| 3 | **State how long under has the business been in its present business name**<br>68 years |

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

N/A

**5** **State if the Company is a certified minority business enterprise**

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

**6** **Questions Part 1**

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

No

**7** **Questions Part 2**

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

No

**8** **State if the Company is a certified minority business enterprise**

This company is not a certified minority business

**9** **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

10 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

11 **Conflict of Interest Questionnaire**

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

Yes

12 **Disclosure Form**

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

13 **This is a**

New Submission

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

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

Mike Hyde

15 **Question 2. Contract Information**

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

Ford Captive Parts

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

Gillie Hyde Ford Lincoln Inc.

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

Not Applicable

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

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

*No response*

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

Not Applicable

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

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

*No response*

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

Not Applicable

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

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

*No response*

23 **Question 7. Disclosure of political contributions**

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

Not Applicable

24 **Question 7. Disclosure of political contributions**

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

*No response*

25 **Updates on contributions required**

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

26 **Question 8. Disclosure of Conflict of Interest**

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

I am not aware of any conflict of interest

27 **8. Disclosure of Conflict of Interest**

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

*No response*

28 **Question 9. Updates Required**

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

☑ I have read and understand this section (I have read and understand this section)

29 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section (I have read and understand this section)

30 **Question 11. Conflict of Interest Questionnaire (CIQ)**

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

☑ I have acknowledge that I have been advised (I have acknowledge that I have been advised)

31 **Question 11. Oath**

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

Mike Hyde
President
Gillie Hyde Ford Lincoln Inc
12-15-21

32 **Question 12. Oath**

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

☑ I swear or affirm information is correct (I swear or affirm information is correct)

33 **Company Information Questionnaire**

☑ I have completed this section (I have completed this section)

34 **Conflict of Interest Questionnaire**

☑ I have completed this section (I have completed this section)

35 **Non-Collusive Affidavit**

☑ I have completed and included this form (I have completed and included this form)

36 **Discretionary Contracts Disclosure**

☑ I have completed this section (I have completed this section)

37 **Certificate of Interested Parties (Form 1295)**

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

☑ I will comply with this form (I will comply with this form)

38 **Terms and Conditions for Request for Bids**

**TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS** Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

**1.0 PREPARATION OF BIDS** Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

**2.0 DESCRIPTION OF SUPPLIES** Any catalog or manufacturer's reference used in describing an item is merely

descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

**3.0 SUBMISSION OF BIDS**

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

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

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid..

**5.0 WITHDRAWAL OF BIDS** Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

**6.0 LATE BIDS OR MODIFICATIONS** Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

**7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS** If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

**8.0 BIDDER DISCOUNTS**

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

**9.0 INTENT OF CONTRACT**

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

**10.0 AWARD OF CONTRACT**

(a) This contract will be awarded 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) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

**11.0 PAYMENT & INVOICING**

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and P.O. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing

questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7320 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

## Bid Lines

### 1 Package Header

Section I: Ford Captive Parts

Quantity: 1 UOM: PKG Total: $12,815.59

Manufacturer: Ford OEM Parts/Service

Item Notes: Please submit "0" for unit price

#### Package Items

**1.1** Strut

Quantity: 1 UOM: EA Price: $88.05 Total: $88.05

Manufacturer: Ford Captive OEM Part

Manufacturer #: FB5Z18124J

**1.2** Hub Assembly

Quantity: 1 UOM: EA Price: $135.00 Total: $135.00

Manufacturer: Ford Captive OEM Part

Manufacturer #: BB5Z1104A

**1.3** Axle

Quantity: 1 UOM: EA Price: $184.00 Total: $184.00

Manufacturer: Ford Captive OEM Part

Manufacturer #: 6W1Z4234A

**1.4** Fan Motor

Quantity: 1 UOM: EA Price: $209.00 Total: $209.00

Manufacturer: Ford Captive OEM Part

Manufacturer #: 8W1Z8C607B

Supplier Notes: Replaced Part number 8W1Z8C607C

**1.5** Alternator

Quantity: 1 UOM: EA Price: $186.00 Total: $186.00

Manufacturer: Ford Captive OEM Part

Manufacturer #: 3WIZ10346CA

Supplier Notes: Replaced Part number 6U2Z10V346EARM

**1.6** P/S Pump

Quantity: 1 UOM: EA Price: $119.00 Total: $119.00

Manufacturer: Ford Captive OEM Part

Manufacturer #: F85Z3A674ABRM

**1.7** 17" Wheel

Quantity: 1 UOM: EA Price: $29.20 Total: $29.20

Manufacturer: Ford Captive OEM Part

Manufacturer #: 7W7Z1007C

Supplier Notes: 7W7Z1007CCP

**1.8** Arm Assembly

Quantity: 1 UOM: EA Price: $140.00 Total: $140.00

Manufacturer: Ford Captive OEM Part

Manufacturer #: GB5Z3078D

**1.9** Radiator

Quantity: 1 UOM: EA Price: $137.38 Total: $137.38

Manufacturer: Ford Captive OEM Part

Manufacturer #: 3WIZ8005AH

Supplier Notes: Replaced Part number H2MZ8005Z

**1.10** Headlamp

Quantity: 1 UOM: EA Price: $38.62 Total: $38.62

Manufacturer: Ford Captive OEM Part

Manufacturer #: YW7Z 13008AB

Supplier Notes: Replaced part number 4W7Z13008A

**1.11** Alternator

Quantity: 1 UOM: EA Price: $165.00 Total: $165.00

Manufacturer: Ford Captive OEM Part

Manufacturer #: 6W7Z 10346AA

**1.12** Fuel Pump

Quantity: 1 UOM: EA Price: $568.00 Total: $568.00

Manufacturer: Ford Captive OEM Part

Manufacturer #: BW1Z9H307A

Supplier Notes: Replaced part number BW1Z9H307B

**1.13** Coil Pack

Quantity: 1 UOM: EA Price: $39.70 Total: $39.70

Manufacturer: Ford Captive OEM Part

Manufacturer #: 3W7Z12029AA

**1.14** Manifold Assembly

Quantity: 1 UOM: EA Price: $180.00 Total: $180.00

Manufacturer: Ford Captive OEM Part

Manufacturer #: 9W7Z9424A

**1.15** Arm Assembly

Quantity: 1 UOM: EA Price: $136.00 Total: $136.00

Manufacturer: Ford Captive OEM Part

Manufacturer #: GB5Z3079G

**1.16** Alternator

Quantity: 1 UOM: EA Price: $165.00 Total: $165.00

Manufacturer: Ford Captive OEM Part

Manufacturer #: F8AZ10346ABRM

Supplier Notes: Replaced Part number 4U2Z10V346DCRM

**1.17** Wheel

Quantity: 1 UOM: EA Price: $29.20 Total: $29.20

Manufacturer: Ford Captive OEM Part

Manufacturer #: 7W7Z1007C

Supplier Notes: 7W7Z1007CCP

**1.18** A/C Condenser

Quantity: 1 UOM: EA Price: $150.00 Total: $150.00

Manufacturer: Ford Captive OEM Part

Manufacturer #: BW7Z19712A

**1.19** Wheel

Quantity: 1 UOM: EA Price: $85.65 Total: $85.65

Manufacturer: Ford Captive OEM Part

Manufacturer #: DG1Z1015A

**1.20** DPF Filter

Quantity: 1 UOM: EA Price: $3,193.00 Total: $3,193.00

Manufacturer: Ford Captive OEM Part

Manufacturer #: CC3Z5H270B

**1.21** DEF Fuel Pump

Quantity: 1 UOM: EA Price: $433.00 Total: $433.00

Manufacturer: Ford Captive OEM Part

Manufacturer #: BC3Z5L227K

**1.22** Evaporator Housing

Quantity: 1 UOM: EA Price: $627.13 Total: $627.13

Manufacturer: Ford Captive OEM Part

Manufacturer #: 9C3Z19B555A

**1.23** ABS Module

Quantity: 1 UOM: EA Price: $298.00 Total: $298.00

Manufacturer: Ford Captive OEM Part

Manufacturer #: 8L3Z2C219A

**1.24** Catalytic Converter

Quantity: 1 UOM: EA Price: $1,315.00 Total: $1,315.00

Manufacturer: Ford Captive OEM Part

Manufacturer #: 9C3Z5H267B

**1.25** Manifold Converter

Quantity: 1 UOM: EA Price: $467.00 Total: $467.00

Manufacturer: Ford Captive OEM Part

Manufacturer #: BG1Z5G232C

**1.26** Tail Light Assembly

Quantity: 1 UOM: EA Price: $292.22 Total: $292.22

Manufacturer: Ford Captive OEM Part

Manufacturer #: BB5Z13405C

**1.27** Injector Kit

Quantity: 1 UOM: EA Price: $275.44 Total: $275.44

Manufacturer: Ford Captive OEM Part

Manufacturer #: BC3Z9H529A

Supplier Notes: Replaced Part number BC3Z9H529E

**1.28** Gear (Rack & Pinion)

Quantity: 1 UOM: EA Price: $379.00 Total: $379.00

Manufacturer: Ford Captive OEM Part

Manufacturer #: 7T1Z3A500A

**1.29** Gear Assembly

Quantity: 1 UOM: EA Price: $893.00 Total: $893.00

Manufacturer: Ford Captive OEM Part

Manufacturer #: EL3Z3504BE

Supplier Notes: Replaced Part number EL3Z3504BF

**1.30** DEF Filter (HD)

Quantity: 1 UOM: EA Price: $1,858.00 Total: $1,858.00

Manufacturer: Ford Captive OEM Part

Manufacturer #: 9C3Z5H221B

## 2 Package Header

Section I: Ford Captive Parts

Quantity: 1 UOM: Pkg

Manufacturer: Ford OEM Parts/Service

Item Notes: Please submit "0" for unit price

**Package Items**

**2.1** Percentage Discount

Quantity: 1 UOM: Percent Total: 0%

Manufacturer: Ford Captive OEM Part

Supplier Notes: Dealer cost minus 0% (zero percent)

**Response Total:** $12,815.59

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

20.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website.

Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

**21.0 Bid Price Schedule**

21.1 Section I: Ford Captive Parts Price Schedule

| | |
|---|---|
| Percent of Discount offered | Dealer Cost + 0 % (zero) |
| Product Identification (MFR) | Ford FPS-3642 |
| Price Schedule (dealer, jobber, etc.) | Dealer |
| Price Schedule column on which distcount is based (i.e. distributor, net, wholesale) | Dealer Cost |

| | Item | Part Numbers for Ford Parts Only | Part Description | Quantity | Unit Price |
|---|---|---|---|---|---|
| | 1 | FB5Z18124J | Strut | 1 | $ 88.05 |
| | 2 | BB5Z1104A | Hub Assembly | 1 | $ 135.00 |
| | 3 | 6W1Z4234A | Axle | 1 | $ 184.00 |
| Replaced ✓ | 4 | 8W1Z8C607B 8W1Z8C607C | Fan Motor | 1 | $ 209.00 |
| Replaced ✓ | 5 | 3W1Z10346CA 6U2Z10V346EARM | Alternator | 1 | $ 186.00 |
| | 6 | F85Z3A674ABRM | P/S Pump | 1 | $ 119.00 |
| | 7 | 7W7Z1007C Alt. 7W7Z1007CCP | 17" Wheel | 1 | $ 29.20 |
| | 8 | GB5Z3078D | Arm Assembly | 1 | $ 140.00 |
| Replaced ✓ | 9 | 3W1Z8005AH 4L2Z8005B | Radiator | 1 | $ 137.38 |
| Replaced ✓ | 10 | YW7Z 13008AB 4W7Z13008A | Headlamp | 1 | $ 38.62 |
| | 11 | 6W7Z 10346AA | Alternator | 1 | $ 165.00 |
| Replaced ✓ | 12 | BW1Z9H307A 8W1Z9H307B | Fuel Pump | 1 | $ 568.00 |

| | | | | | |
|---|---|---|---|---|---|
| | 13 | 3W7Z12029AA | Coil Pack | 1 | $ 39.70 |
| | 14 | 9W7Z9424A | Manifold Assembly | 1 | $ 180.00 |
| | 15 | GB5Z3079G | Arm Assembly | 1 | $ 136.00 |
| Replaced # | 16 | F8AZ10346ABRM 4W3Z10V346DCRM | Alternator | 1 | $ 165.00 |
| | 17 | 7W7Z1007C AM 7W7Z1007COP | Wheel | 1 | $ 29.20 |
| | 18 | BW7Z19712A | A/C Condenser | 1 | $ 150.00 |
| | 19 | DG1Z1015A | Wheel | 1 | $ 85.65 |
| | 20 | CC3Z5H270B | DPF Filter | 1 | $ 3,193.00 |
| | 21 | BC3Z5L227K | DEF Fuel Pump | 1 | $ 433.00 |
| | 22 | 9C3Z19B555A | Evaporator Housing | 1 | $ 627.13 |
| | 23 | 8L3Z2C219A | ABS Module | 1 | $ 298.00 |
| | 24 | 9C3Z5H267B | Catalytic Converter | 1 | $ 1,815.00 |
| | 25 | BG1Z5G232C | Manifold Converter | 1 | $ 467.00 |
| | 26 | BB5Z13405C | Tail Light Assembly | 1 | $ 292.22 |
| Replaced # | 27 | BC3Z9H529A BC3Z9H529E | Injector Kit | 1 | $ 275.44 |
| | 28 | 7T1Z3A500A | Gear (Rack & Pinion) | 1 | $ 379.00 |
| Replaced # | 29 | 8L3Z3504BE EL3Z3504BF | Gear Assembly | 1 | $ 893.00 |
| | 30 | 9C3Z5H221B | DEF Filter (HD) | 1 | $ 1,858.00 |
| | | | | Total | $ 12,815.59 |

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

Company Name: Gillie Hyde Ford Lincoln Inc.

Owner/President Name: Mike Hyde

Company Address: 610 Happy Valley Road

City, State, Zip Code: Glasgow KY 42141

Company Authorized Representative's Signature: Mike Hyde

Company Representative's Name: Mike Hyde

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

23.0 **Tab A Bidder Information Questionnaire**

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

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

Name of Offeror (Business): Gillie Hyde Ford Laredo Inc.

Signature of person authorized to sign bid: Mike Hyde Date: 12-14-21

Print Name of person authorized to sign bid: Mike Hyde

Title: President

Business Address: 610 Happy Valley Road

City, State, Zip Code: Glasgow KY 42141

Telephone Number: 270-651-2125 Fax Number: 270-659-3459

Contact Person Email Address: bradley@gillichyde.com

Federal Tax ID Number: 610700786

Bidders Principal/Corporate Place of Business Address: 610 Happy Valley Rd Glasgow KY 42141

Indicated Status of Business:

Corporation ✓ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 68 years

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

_____

_____

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

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

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

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes (No) Disadvantaged Business Enterprise (DBE): Yes No

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

This company is not a certified minority business: ☐

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

23.0 **Tab A Bidder Information Questionnaire**

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

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

Name of Offeror (Business): Gillie Hyde Ford Lincoln Inc.

Signature of person authorized to sign bid: Mike Hyde Date: 12-14-21

Print Name of person authorized to sign bid: Mike Hyde.

Title: President

Business Address: 610 Happy Valley Road

City, State, Zip Code: Glasgow KY 42141

Telephone Number: 270-651-2125 Fax Number: 270-659-3459

Contact Person Email Address: bradley@gillie hyde.com

Federal Tax ID Number: 610700786

Bidders Principal/Corporate Place of Business Address: 610 Happy Valley Rd Glasgow KY 42141

Indicated Status of Business:

Corporation ✓ Partnership ____ Sole Proprietorship ____ Other: ____

If other state business status: ____

State how long under its present business name: 68 years

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

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

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

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

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes (No) Disadvantaged Business Enterprise (DBE): Yes No

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

This company is not a certified minority business: ☐

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

CITY OF LAREDO
PURCHASING DIVISION

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

Mike Hyde — Name | Mike Hyde — Signature | 12-14-21 — Date

## CONFLICT OF INTEREST QUESTIONNAIRE
**For vendor or other person doing business with local governmental entity**

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

**OFFICE USE ONLY**

Date Received

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

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A
Name of Officer

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

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

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

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

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

N/A
Signature of person doing business with the governmental entity — Date

**25.0 Tab D**

**AFFIDAVIT**

**Project:**

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Mike Hyde
Being first duly sworn, deposes and says:

That he/she is President
(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 shám 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.

Mike Hyde
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 14th day of December 20 21.

Georgette E Stoehr NP5198
Notary Public

**My commission expires:**

4-2-24

26.0 Tab E

# City of Laredo
## Discretionary Contracts Disclosure

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

**For details on use of this form, see Section 4.01 if the City's Ethics Code.**
***This is a ___New Submission or ___Correction or ___Update to previous submission.**

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

Mike L Hyde

First M.I. Last Suffix

***2. Contract Information.**

a) Contract or Project name(s): Ford Captive Parts

b) Originating Department(s): Fleet Department

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

| | | | |
|---|---|---|---|
| Gilbert Hyde Ford Lincoln Inc. | Mike Hyde | | |
| Name (Print) | Signature | Name (Print) | Signature |
| Name (Print) | Signature | Name (Print) | Signature |
| Name (Print) | Signature | Name (Print) | Signature |
| Name (Print) | Signature | Name (Print) | Signature |

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

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

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

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

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

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

***Acknowledgements**

☐ **Updates Required**

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

☑ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

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

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

***Oath**

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

| Mike Hyde | Mike Hyde | President |
|---|---|---|
| Name (Print) | Signature | Title |
| Mike Hyde Ford Lincoln Inc. | | 12-14-21 |
| 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

27.0 **Tab F**

## CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Gillie Hyde Ford Lincoln Inc.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fleet

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
Ford Captive Parts

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

5 Check only if there is NO Interested Party. ☑

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Mike Hyde
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Mike Hyde, this the 14th day of December, 20 21, to certify which, witness my hand and seal of office.

Signature of officer administering oath — Printed name of officer administering oath: Connelle R Strode — Title of officer administering oath: NP5198 4-2-24

**ADD ADDITIONAL PAGES AS NECESSARY**

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/6/2015

******* Does Not Need To Be Notarized*******

# City Council

**Meeting Date:** 8/5/2024 **Consent Agenda 38.**

## SUBJECT
Consideration to renew annual service contract FY21-076 with Cabello Recovery & Auction Services, Laredo, Texas for the auction of cars, light duty trucks, heavy-duty trucks, and surplus property for the Fleet Department. This contract establishes auctioneer services for the sale of city surplus vehicles and equipment.

Cabello's auctioneer (commission) fee will be the following percentage of the gross sales:

5.60% if the City opts to hold the auction on city property;
13.67% if the City opts to hold auction offsite at the vendor's location.

The City will have the option to hold its auction(s) onsite city property or offsite. The intent of this contract is to conduct turnkey public auctions, in accordance to Laws of the State of Texas (TX Department of License and Regulation), for disposal of surplus items on an as needed basis. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There is a proposed price increase for this last extension period. The City will not incur any direct costs for this contract.

## PREVIOUS COUNCIL ACTION
Approved a one-year contract on 8/7/23.

## BACKGROUND
This contract establishes auctioneer services for the sale of city surplus vehicles and equipment. If this contract renewal is approved, the Fleet and Purchasing Division will coordinate several auctions with Cabello Wrecker & Auction Service during the year. There is a proposed price increase for this last extension period.

Cabello's auctioneer (commission) fee will be the following percentage (%) of the gross sales:

5.60% if the City opts to hold the auction on city property;
13.67% if the City opts to hold auction offsite at the vendor's location.

The term of this contract shall be for a period of one year beginning as of the date of its execution. This the last extension period for this contract.

A complete bid tabulation and price increase documentation is attached.

## COMMITTEE RECOMMENDATION
None.

## STAFF RECOMMENDATION

It is recommended that this contract be renewed.

## Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2024. |
| Budgeted Y/N?: | N/A. |
| Source of Funds: | N/A. |
| Account #: | N/A. |
| Change Order: Exceeds 25% Y/N: | No. |

**FINANCIAL IMPACT:**

All net revenues from these public sales will be realized in the respective departmental budgets.

| | | | | AMT Auction Marketing | | Cabello Wrecker Service (Cabello Wrecker & Auction Service, Inc) | | Bond & Bond A develo |
|---|---|---|---|---|---|---|---|---|
| | | | | Total Price | $130.00 | Total Price | $465.00 | Total Price |
| Line # | Description | QTY | UOM | Unit | Extended | Unit | Extended | Unit |
| 1 | Rates and Expenses (30 Points): Commission, buyers premium if applicable, delivery to auction site. (Rates and Expenses not specified will not be considered). Compensation Schedule to be submitted with Respondents Proposal. Percentage of Auctioneer Commission on Net Sales: | 1 | PKG | **$130.00** | $130.00 | $465.00 | $465.00 | $1,000.00 |
| 1.1 | Surplus Property | 1 | Percentage on Net Sales | 12.5% | | 20.0% | | 5.0% |
| 1.2 | Cars Light Duty Trucks | 1 | Percentage on Net Sales | 10.5% | | 15.0% | | 5.0% |
| 1.3 | Heavy Duty Trucks | 1 | Percentage on Net Sales | 8.5% | | 15.0% | | 5.0% |
| 1.4 | Flat Transportation Fee (Road Worthy) Cars Light Duty Trucks less than 19,500 lbs. | 1 | Fee | $0.00 | | $30.00 | | $25.00 |
| 1.5 | Flat Transportation Fee (Road Worthy) Cars Light Duty Trucks greater than 19,500 lbs. | 1 | Fee | $0.00 | | $30.00 | | $25.00 |
| 1.6 | Flat Transportation Fee (Non-Road Worthy) Cars Light Duty Trucks less than 19,500 lbs. | 1 | Fee | $0.00 | | $30.00 | | $50.00 |
| 1.7 | Flat Transportation Fee (Non-Road Worthy) Heavy Duty Trucks Equipment greater than $19,501 lb. but less than 33,500 lb. | 1 | Fee | $0.00 | | $60.00 | | $150.00 |
| 1.8 | Flat Transportation Fee (Non-Road Worthy) Heavy Duty Trucks Equipment greater than $33,501 lb. but less than 64,000 lb. | 1 | Fee | $0.00 | | $150.00 | | $300.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 1.9 | Flat Transportation Fee (Non-Road Worthy) Heavy Duty Trucks Equipment greater than 64,001 lb. | 1 | Fee | $0.00 | $150.00 | $450.00 |
| 1.10 | Decal and Insignia Removal per vehicle or equipment. | 1 | Fee | $115.00 | $15.00 | $0.00 |
| 1.11 | Cost per diem to store each vehicle. | 1 | Fee | $0.00 | $0.00 | $0.00 |
| 1.12 | Minor detailing: exterior wash and interior vacuum. | 1 | Fee | $15.00 | $0.00 | $0.00 |

| | Auctioneers (3-w opment) |
|---|---|
| | $1,000.00 |
| Line # | Extended |
| 1 | $1,000.00 |
| 1.1 | |
| 1.2 | |
| 1.3 | |
| 1.4 | |
| 1.5 | |
| 1.6 | |
| 1.7 | |
| 1.8 | |

| |
|---|
| 1.9 |
| 1.10 |
| 1.11 |
| 1.12 |

FY21-076 Proposed Price Increase

The renewal for FY 21-076 is approved by Fleet Management. The increase on towing is due to higher cost to the industry. The inflation cost, fuel cost, and insurance cost have increased dramatically in the past two year since the contract was awarded. The towing rate increase that Cabello Recovery has requested is still below market towing fees. We would continue saving and have a reliable vendor who has done an excellent job with our vehicle auctions.

| Description | Since 2021 Current Pricing | Proposed Price Increase |
|---|---|---|
| Surplus Property | 7% | 7% |
| Cars, Light Duty Trucks | 4.9% | 4.9% |
| Heavy Duty Trucks | 4.9% | 4.9% |
| Flat Transport Fees (Road Worthy) (less than 19,500 lbs.) | $ 25.00 | $ 50.00 |
| Flat Transport Fees (Road Worthy) (greater than 19,501 lbs.) | $ 30.00 | $ 50.00 |
| Flat Transport Fees (Non-Road Worthy) (less than 19,500 lbs.) | $ 30.00 | $ 50.00 |
| Flat Transport Fees (Non-Road Worthy) (greater than 19,501 lbs. but less than 33,500 lb.) | $ 60.00 | $ 90.00 |
| Flat Transport Fees (Non-Road Worthy) (greater than 33,501 lbs. but less than 64,000 lb.) | $125.00 | $175.00 |
| Flat Transport Fees (Non-Road Worthy) (greater than 64,001 lb.) | $125.00 | $225.00 |
| Decal and Insignia Removal per vehicle or equipment | $ 10.00 | $ 10.00 |
| Cost per diem to store each vehicle | $ 0.00 | $ 0.00 |
| Minor Detailing: exterior wash and interior vacuum | $0.00 | $0.00 |
| | | |

The **TOW** CHARGE: The maximum charge for a private property tow is: $272 for a vehicle weighing up to 10,000 lbs. $380 for a vehicle weighing more than 10,000 but less than 25,000 lbs. $489 per unit for unit for vehicles weighing more than 25,000 lbs. with a $978 total maximum These are the maximum rates statewide.

**Consumer Information about** Towing **-** Texas**.gov**

www.tdlr.texas.gov/towing/consumerinfo.htm

# City of Laredo
# Purchasing Division
## RENEWAL NOTICE

July 9, 2024

Mr. Hector Cabello
Cabello Recovery & Auction Services
8654 Highway 359
Laredo, Texas 78043

Re: Professional Auctioneering Services
Contract FY21-076
Extension III

Dear Mr. Cabello,

This is to inform you that the contract FY21-076 which was approved by the City Council on August 2, 2021 is up for renewal. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis. This is the last extension period for this contract. Please advise if you wish to renew this contract.

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Cabello Recovery & Auction Services

Request a contract extension: X Not request a contract extension: _____

Authorized Signature: CHRISTOPHER CABELLO

Print Name: c cabello

Date: 7/11/24

CHANGES TO TOW RATES ONLY

| | |
|---|---|
| LIGHT DUTY VEHICLES LESS THAN 19,500 LBS | $50 |
| HEAVY DUTY VEHICLES LESS THAN 33,500 LBS | $90 |
| HEAVY DUTY VEHICLES LESS THAN 64,000 LBS | $175 |
| HEAVY DUTY VEHICLES GREATER THAN 64,001 LBS | $225 |

INCREASE DUE TO INFLATION

# City of Laredo
# Purchasing Division

## LETTER OF AWARD

August 8, 2023

Mr. Hector Cabello
Cabello Recovery & Auction Services
8654 Highway 359
Laredo, Texas 78043

Re: Professional Auctioneering Services
Contract FY21-076
Extension II

Dear Mr. Cabello,

This is to inform you that contract renewal for FY21-076 was approved by the City Council on August 7, 2023. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis. This is the second of three extension periods.

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

**City Council-Regular**
**Meeting Date:** 08/07/2023
**Initiated By:** Rosario Cabello, Deputy City Manager
**Staff Source:** Ronald W. Miller, Fleet Department Director, Jose F. Castillo, Interim Finance Department Director, Miguel A. Pescador, Purchasing Agent

## SUBJECT

Consideration to renew annual service contract FY21-076 with Cabello Recovery & Auction Services, Laredo, Texas for the auction of cars, light duty trucks, heavy-duty trucks, and surplus property for the Fleet Department. This contract establishes auctioneer services for the sale of city surplus vehicles and equipment.

Cabello's auctioneer (commission) fee will be the following percentage (%) of the gross sales:

- 5.60% if the City opts to hold the auction on city property;
- 13.67% if the City opts to hold auction offsite at the vendor's location.

The City will have the option to hold its auction(s) onsite city property or offsite. The intent of this contract is to conduct turnkey public auctions, in accordance to Laws of the State of Texas (TX Department of License and Regulation), for disposal of surplus items on an as-needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be renewed one (1) additional one (1) year extension period, upon mutual agreement of the parties. The City will not incur any direct costs for this contract.

## VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

## PREVIOUS COUNCIL ACTION

Approved a one-year contract on 8/15/22.

## BACKGROUND

This contract establishes auctioneer services for the sale of city surplus vehicles and equipment. If this contract is awarded, the Fleet and Purchasing Division will coordinate several auctions with Cabello Wrecker & Auction Service during the year. There was no price increase during the last extension period. This is the second of three extension periods.

Cabello's auctioneer (commission) fee will be the following percentage (%) of the gross sales:
5.60% if the City opts to hold the auction on city property;
13.67% if the City opts to hold auction offsite at the vendor's location.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for one, additional one (1) year period. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall be bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month-to-month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

A complete bid tabulation and final evaluation is attached.

Pricing Summary:

| Description | Cabello Wrecker & Auction Service |
|---|---|
| Surplus Property | 7% |
| Cars, Light Duty Trucks | 4.9% |
| Heavy Duty Trucks | 4.9% |
| Flat Transport Fees (Road Worthy) (less than 19,500 lbs.) | $ 25.00 |
| Flat Transport Fees (Road Worthy) (greater than 19,501 lbs.) | $ 30.00 |
| Flat Transport Fees (Non Road Worth) (less than 19,500 lbs.) | $ 30.00 |
| Flat Transport Fees (Non Road Worth) (greater than 19,501 lbs. but less than 33,500 lb.) | $ 60.00 |

| | |
|---|---|
| Flat Transport Fees (Non Road Worth) (greater than 33,501 lbs. but less than 64,000 lb.) | $125.00 |
| Flat Transport Fees (Non Road Worth) (greater than 64,001 lb.) | $125.00 |
| Decal and Insignia Removal per vehicle or equipment | $ 10.00 |
| Cost per diem to store each vehicle | $ 0.00 |
| Minor Detailing: exterior wash and interior vacuum | $ 0.00 |

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that this contract be renewed.

**Fiscal Impact**

| | |
|---|---|
| **Fiscal Year:** | 2023 |
| **Bugeted Y/N?:** | NA |
| **Source of Funds:** | NA |
| **Account #:** | N |
| **Change Order: Exceeds 25% Y/N:** | |

**FINANCIAL IMPACT:**

All net revenues from these public sales will be realized in the respective departmental budgets.

**Attachments**

Bid Tab FY21-076

Contract FY21-076

# City of Laredo
## Purchasing Division
### RENEWAL NOTICE

July 20, 2023

Mr. Hector Cabello
Cabello Recovery & Auction Services
8654 Highway 359
Laredo, Texas 78043

Re: Professional Auctioneering Services
Contract FY21-076
Extension II

Dear Mr. Cabello,

This is to inform you that the contract FY21-076 which was approved by the City Council on August 2, 2021 is up for renewal. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis. This is the second of three (one) year extension periods. Please advise if you wish to renew this contract.

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Cabello Recovery & Auction Services

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Christopher Cabello

Date: 7-20-2023

# City of Laredo
# Purchasing Division

## LETTER OF AWARD

August 16, 2022

Mr. Hector Cabello
Cabello Recovery & Auction Services
8654 Highway 359
Laredo, Texas 78043

Re: Professional Auctioneering Services
Contract FY21-076
Extension I

Dear Mr. Cabello,

This is to inform you that contract renewal for FY21-076 was approved by the City Council on August 15, 2022. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis. This is the first of three extension periods.

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

**City Council-Regular**
**Meeting Date:** 08/15/2022
**Initiated By:** Riazul Mia, Assistant City Manager
**Staff Source:** Ronald W. Miller, Fleet Department Director, Miguel A. Pescador, Purchasing Agent

## SUBJECT

Consideration to renew annual service contract FY21-076 with Cabello Recovery & Auction Services, Laredo, Texas for the auction of cars, light duty trucks, heavy-duty trucks, and surplus property for the Fleet Department. This contract establishes auctioneer services for the sale of city surplus vehicles and equipment.

Cabello's auctioneer (commission) fee will be the following percentage (%) of the gross sales:

- 5.60% if the City opts to hold the auction on city property;
- 13.67% if the City opts to hold auction offsite at the vendor's location.

The City will have the option to hold its auction(s) onsite city property or offsite. The intent of this contract is to conduct turnkey public auctions, in accordance to Laws of the State of Texas (TX Department of License and Regulation), for disposal of surplus items on an as-needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be renewed two (2) additional one (1) year extension periods, upon mutual agreement of the parties. The City will not incur any direct costs for this contract.

## VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

## PREVIOUS COUNCIL ACTION

Approved a one-year contract on 8/2/21.

## BACKGROUND

This contract establishes auctioneer services for the sale of city surplus vehicles and equipment. If this contract is awarded, the Fleet and Purchasing Division will coordinate several auctions with Cabello Wrecker & Auction Service during the year. There was no price increase during the last extension period. This is the first of three extension periods.

Cabello's auctioneer (commission) fee will be the following percentage (%) of the gross sales:
5.60% if the City opts to hold the auction on city property;
13.67% if the City opts to hold auction offsite at the vendor's location.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall be bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month-to-month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

A complete bid tabulation and final evaluation is attached.

Pricing Summary:

| Description | Cabello Wrecker & Auction Service |
|---|---|
| Surplus Property | 7% |
| Cars, Light Duty Trucks | 4.9% |
| Heavy Duty Trucks | 4.9% |
| Flat Transport Fees (Road Worthy) (less than 19,500 lbs.) | $ 25.00 |
| Flat Transport Fees (Road Worthy) (greater than 19,501 lbs.) | $ 30.00 |

| | |
|---|---|
| Flat Transport Fees (Non Road Worth) (less than 19,500 lbs.) | $ 30.00 |
| Flat Transport Fees (Non Road Worth) (greater than 19,501 lbs. but less than 33,500 lb.) | $ 60.00 |
| Flat Transport Fees (Non Road Worth) (greater than 33,501 lbs. but less than 64,000 lb.) | $125.00 |
| Flat Transport Fees (Non Road Worth) (greater than 64,001 lb.) | $125.00 |
| Decal and Insignia Removal per vehicle or equipment | $ 10.00 |
| Cost per diem to store each vehicle | $ 0.00 |
| Minor Detailing: exterior wash and interior vacuum | $ 0.00 |

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that this contract be renewed.

**Fiscal Impact**

**Fiscal Year:** 2022
**Bugeted Y/N?:** NA
**Source of Funds:** NA
**Account #:** N
**Change Order: Exceeds 25% Y/N:**
**FINANCIAL IMPACT:**

All net revenues from these public sales will be realized in the respective departmental budgets.

**Attachments**

Bid Tab FY21-076
FY21-076 Contract

# City of Laredo
## Purchasing Division
### RENEWAL NOTICE

July 21, 2022

Mr. Hector Cabello
Cabello Recovery & Auction Services
8654 Highway 359
Laredo, Texas 78043

Re: Professional Auctioneering Services
Contract FY21-076
Extension I

Dear Mr. Cabello,

This is to inform you that the contract FY21-076 which was approved by the City Council on August 2, 2021 is up for renewal. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis. This contract has three additional one-year extension periods. Please advise if you wish to renew this contract.

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador for
Purchasing Agent

Xc: Purchasing File

Cabello Recovery & Auction Services

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: [signature]

Print Name: Chris Cabello

Date: 7-21-2022

# City of Laredo
# Purchasing Division
## LETTER OF AWARD

August 3, 2021

Mr. Hector Cabello
Cabello Recovery & Auction Services
8654 Highway 359
Laredo, Texas 78043

Re: Professional Auctioneering Services
Contract FY21-076
Approved by City Council on August 2, 2021

Dear Mr. Cabello,

This is to inform you that contract FY21-076 was approved by the City Council on August 2, 2021. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis. This contract has three additional one-year extension periods.

**Statutory Requirement to File Form 1295**:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a copy to mpescador@ci.laredo.tx.us

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

**City Council**
**Meeting Date:** 08/02/2021
**Initiated By:** Riazul Mia, Assistant City Manager
**Staff Source:** Ronald W. Miller, Fleet Department Director, Miguel A. Pescador, Purchasing Agent

**SUBJECT**

Consideration to award annual service contract FY21-076 to Cabello Recovery & Auction Services, Laredo, Texas for the auction of cars, light duty trucks, heavy duty trucks, and surplus property for the Fleet Department. This contract establishes auctioneer services for the sale of city surplus vehicles and equipment.

Cabello's auctioneer (commission) fee will be the following percentage (%) of the gross sales:

- 5.60% if the City opts to hold the auction on city property;
- 13.67% if the City opts to hold auction offsite at the vendor's location.

The City will have the option to hold its auction(s) onsite city property or offsite. The intent of this contract is to conduct turnkey public auctions, in accordance to Laws of the State of Texas (TX Department of License and Regulation), for disposal of surplus items on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract can be renewed three (3) additional one (1) year extension periods, upon mutual agreement of the parties. The City will not incurr any direct costs for this contract.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

The City received three (3) bids through Cit-E-Bid for auctioneer services for the sale of city surplus vehicles and equipment. If this contract is awarded, the Fleet and Purchasing Division will coordinate several auctions with Cabello Wrecker & Auction Service during the year. Based on previous auction sales, the estimated gross revenue will be between $300,000 to $450,000.

Cabello's auctioneer (commission) fee will be the following percentage (%) of the gross sales:
5.60% if the City opts to hold the auction on city property;
13.67% if the City opts to hold auction offsite at the vendors location.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

A complete bid tabulation and final evaluation is attached.
Evaluation Scores:

| Vendor | Final Evaluation Scores |
|---|---|
| Cabello Wrecker & Auction Service | 91.70 |
| Bond & Bond Auctioneers | 86.70 |
| AMT Auctioneering Services | 82.00 |

Pricing Summary:
Best & Final Offers requested from Cabello Wrecker & Auction Service and AMT Auction Marketing.

| Description | Cabello Wrecker & Auction Service | AMT Auction Marketing | Bond & Bond Auctioneers |
|---|---|---|---|

| | | | |
|---|---|---|---|
| Surplus Property | 7% | 12.5% | 5% |
| Cars, Light Duty Trucks | 4.9% | 10.5% | 5% |
| Heavy Duty Trucks | 4.9% | 8.5% | 5% |
| Flat Transport Fees (Road Worthy) (less than 19,500 lbs.) | $ 25.00 | Fair Market Value | $ 25.00 |
| Flat Transport Fees (Road Worthy) (greater than 19,501 lbs.) | $ 30.00 | $ 140.00 | $ 25.00 |
| Flat Transport Fees (Non Road Worth) (less than 19,500 lbs.) | $ 30.00 | | $ 50.00 |
| Flat Transport Fees (Non Road Worth) (greater than 19,501 lbs. but less than 33,500 lb.) | $ 60.00 | Fair Market Value | $150.00 |
| Flat Transport Fees (Non Road Worth) (greater than 33,501 lbs. but less than 64,000 lb.) | $125.00 | Fair Market Value | $300.00 |
| Flat Transport Fees (Non Road Worth) (greater than 64,001 lb.) | $125.00 | Fair Market Value | $450.00 |
| Decal and Insignia Removal per vehicle or equipment | $ 10.00 | $115.00 | $ 0.00 |
| Cost per diem to store each vehicle | $ 0.00 | $ 0.00 | $ 0.00 |
| Minor Detailing: exterior wash and interior vacuum | $ 0.00 | $15.00 | $ 0.00 |

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that this contract be awarded.

---

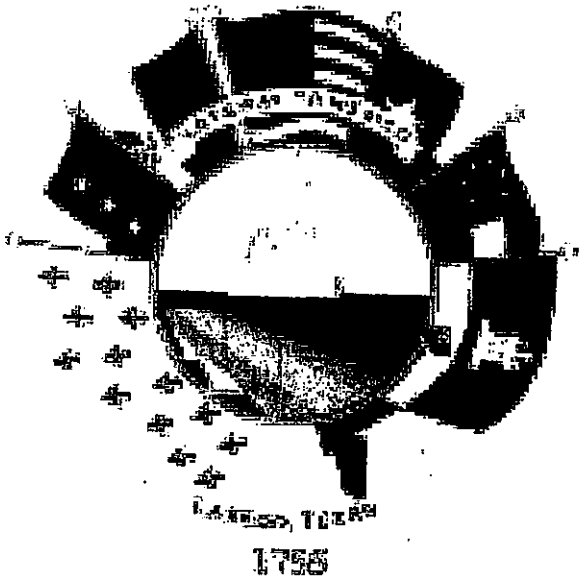
**Fiscal Impact**

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

All net revenues from these public sales will be realized in the respective departmental budgets.

**Attachments**

Bid Tab FY21-076
FY21-076 Evaluations
FY21-076 Final Evaluation
FY21-076 Contract
FY21-076 Best & Final Offers




# RFP FY21-076 Auctioneering Services
# Cabello Wrecker Service
# Cabello Wrecker & Auction Service, Inc
# Supplier Response

## Event Information

| | |
|---|---|
| Number: | RFP FY21-076 Auctioneering Services |
| Title: | RFP FY21-076 Auctioneering Services - Fleet Department |
| Type: | Request For Proposal |
| Issue Date: | 6/2/2021 |
| Deadline: | 6/22/2021 05:00 PM (CT) |
| Notes: | MANUAL BID DROP-OFF PROCEDURES |

NOTE: Manual Proposals will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1.Please make sure that the proposal is in a sealed envelope marked with

the following:

•Name of Proposal

•Name of Company submitting Proposal

•Address of Company submitting Proposal

1.Place Proposal Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.

2.If you need a copy of the time-stamped envelope, you will need to 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.

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

City Secretary's Office

## 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

## Cabello Wrecker Service Information


Contact: Christopher Cabello
Address: 2601 Guadalupe St
Laredo
Laredo, TX 78043
Phone: (956) 723-2552
Fax: (956) 723-6009
Email: cabellodispatch@yahoo.com
Web Address: cabellowrecker.com


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

Tiffany L. Franklin on behalf of Cabello Recovery & Auctioneering Services
*Signature*

cabellodispatch@yahoo.com
*Email*

*Submitted at 6/21/2021 12:00:00 PM*

## Supplier Note

For over 25 years I worked very closely with Cabco Auctioneering. I would assist in organizing and auctioneering under that company. I have also enclosed copies from the appraisal district showing that we are located on city property and pay city taxes. All taxes due are current.

## Response Attachments

**fy21-076 rfp response cabello recovery auctioneering.pdf**

Manual response from Cabello Recovery & Auctioneering Services for RFP FY21-076

## Bid Attributes

| | |
|---|---|
| 1 | **Questionnaire Description**<br>"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**<br>Cabello Recovery & Auction Services; Christopher Cabello; (956) 539-2494 |
| 3 | **State how long under has the business been in its present business name**<br>1 year |
| 4 | **If applicable, list all other names under which the Business identified above operated in the last five years**<br>Cabello Recovery |

| | |
|---|---|
| 5 | **State if the Company is a certified minority business enterprise**<br>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**<br>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?<br>NONE |
| 7 | **Questions Part 2**<br>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?<br>NONE |
| 8 | **State if the Company is a certified minority business enterprise**<br>This company is not a certified minority business |
| 9 | **Conflict of Interest Disclosure**<br>A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member. 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731. |
| 10 | **Conflict of Interest Questionnaire Form CIQ**<br>For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. |

| | |
|---|---|
| 11 | **Conflict of Interest Questionnaire**<br>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?<br>Yes |
| 12 | **Disclosure Form**<br>For details on use of this form, see Section 4.01 of the City's Ethics Code. |
| 13 | **This is a**<br>New Submission |
| 14 | **Question 1. Name of person submitting this disclosure form**<br>Please include First Name, Middle Initial, Last Name and Suffix (if applicable)<br>Christopher Cabello |
| 15 | **Question 2. Contract Information**<br>Please include the following: a)Contract or Project Name b)Originating Department<br>Auctioneering Services - Fleet Dept.<br>FY21-076 |
| 16 | **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**<br>Cabello Recovery & Auction Services<br>Christopher Cabello |
| 17 | **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**<br>Not Applicable |
| 18 | **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**<br>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.<br>N/A |
| 19 | **Question 5. List any individuals or entities that will be subcontractors on this contract**<br>Not Applicable |
| 20 | **Question 5. List any individuals or entities that will be subcontractors on this contract**<br>If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.<br>*No response* |
| 21 | **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**<br>Not Applicable |

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

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

*No response*

23 **Question 7. Disclosure of political contributions**

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

Not Applicable

24 **Question 7. Disclosure of political contributions**

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

*No response*

25 **Updates on contributions required**

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

26 **Question 8. Disclosure of Conflict of Interest**

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

I am not aware of any conflict of interest

27 **8. Disclosure of Conflict of Interest**

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

N/A

28 **Question 9. Updates Required**

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

☑ I have read and understand this section (I have read and understand this section)

29 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section (I have read and understand this section)

30 **Question 11. Conflict of Interest Questionnaire (CIQ)**

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

☑ I have acknowledge that I have been advised (I have acknowledge that I have been advised)

31 **Question 11. Oath**

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

Christopher Cabello
Owner and Auctioneer
Cabello Recovery & Auction Services
June 16, 2021

32 **Question 12. Oath**

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

☑ I swear or affirm information is correct (I swear or affirm information is correct)

33 **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.

Agree

34 **Contractors Profile & Qualifications**

Qualifications and Experience **(40 Points)**. Governmental Experience & Capabilities. Please describe your governmental experience and capabilities for other clients for similar work.

Auctioneer's licensed to conduct auctions in the State of Texas.
Number of years in service.
Main office location.
Phone#.
License Number#.
Proposed Auction location site (vehicle and equipment auction).

**(Documentation Shall be uploaded onto Cit-E-Bid)**

☑ Yes (Yes )

| | |
|---|---|
| 35 | **Experience, References, Prior Repairs History or Contracts**<br>References- Three (3) (Please provide agency name, contract name, address, phone number and email. **(20 Points)**<br><br>**(Documentation Shall be uploaded onto Cit-E-Bid)**<br><br>☑ Yes (Yes ) |
| 36 | **Completion of Repairs**<br>Ability to provide additional services beyond the minimum specifications (**10 Points**)<br><br>**(Documentation Shall be uploaded onto Cit-E-Bid)**<br><br>☑ Yes (Yes ) |
| 37 | **Terms and Conditions Request for Proposals**<br>**TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS** These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.<br>A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.<br><br>**GENERAL CONDITIONS** Vendors are required to submit Proposals upon the following expressed conditions: (a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation. (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.<br>**1. 0 PREPARATION OF PROPOSALS** Proposals will be prepared in accordance with the following:<br>(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. (c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum. (d) Proposed delivery time must be shown and shall include business days. (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.<br>**2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS** It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.<br>**3.0 SUBMISSION OF HAND DELIVERED PROPOSALS** (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, |

City Hall Third Floor, 1110 Houston Street. (b) Proposals forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.** (c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense. (d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City. (e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

**4.0 REJECTION OF PROPOSALS** The City may reject a proposal if: (a) Vendor misstates or conceals any material fact in the proposal. (b) Proposal does not strictly conform to the law or the requirements of the proposal. (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo. (d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications. (e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices. (g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary. (h) The City may waive any minor informalities or irregularities in any proposal.

**5.0 WITHDRAWAL OF PROPOSALS** Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

**6.0 LATE PROPOSALS OR MODIFICATIONS** Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

**7.0 CLARIFICATION AND PROTEST PROCEDURE** (a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved. (b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

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

**9.0 INTENT OF CONTRACT** (a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the

availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.
**10.0 AWARD OF CONTRACT** The contract will be awarded based on (best value criteria) as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. The City shall give written notice to the Vendor if any of the following conditions exist: (1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.
**11.0 PAYMENT & INVOICING** (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services. (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date. (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.
☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

## Bid Lines

1 **Package Header**

Rates and Expenses (**30 Points**): Commission, buyer's premium if applicable, delivery to auction site. (Rates and Expenses not specified will not be considered). Compensation Schedule to be submitted with Respondent's Proposal.

Percentage of Auctioneer Commission on Net Sales:

Quantity: 1 UOM: PKG Total: $465.00

Item Notes:

**Package Items**

**1.1 Surplus Property**

Quantity: 1 UOM: Percentage on Net Sales Total: 20%

**1.2 Cars & Light Duty Trucks**

Quantity: 1 UOM: Percentage on Net Sales Total: 15%

**1.3 Heavy Duty Trucks**

Quantity: 1 UOM: Percentage on Net Sales Total: 15%

**1.4 Flat Transportation Fee (Road Worthy)**

Cars & Light Duty Trucks less than 19,500 lbs.

Quantity: 1 UOM: Fee Price: $30.00 Total: $30.00

Supplier Notes: $30 per vehicle

**1.5 Flat Transportation Fee (Road Worthy)**

Cars & Light Duty Trucks greater than 19,500 lbs.

Quantity: 1 UOM: Fee Price: $30.00 Total: $30.00

Supplier Notes: $30 per vehicle

**1.6 Flat Transportation Fee (Non-Road Worthy)**

Cars & Light Duty Trucks less than 19,500 lbs.

Quantity: 1 UOM: Fee Price: $30.00 Total: $30.00

Supplier Notes: $30 per vehicle

**1.7 Flat Transportation Fee (Non-Road Worthy)**

Heavy Duty Trucks & Equipment greater than $19,501 lb. but less than 33,500 lb.

Quantity: 1 UOM: Fee Price: $60.00 Total: $60.00

Supplier Notes: $60 per vehicle

**1.8 Flat Transportation Fee (Non-Road Worthy)**

Heavy Duty Trucks & Equipment greater than $33,501 lb. but less than 64,000 lb.

Quantity: 1 UOM: Fee Price: $150.00 Total: $150.00

Supplier Notes: $150 per vehicle

**1.9 Flat Transportation Fee (Non-Road Worthy)**

Heavy Duty Trucks & Equipment greater than 64,001 lb.

Quantity: 1 UOM: Fee Price: $150.00 Total: $150.00

Supplier Notes: $150 per vehicle

**1.10** Decal and Insignia Removal per vehicle or equipment.

Quantity: 1 UOM: Fee Price: $15.00 Total: $15.00

Supplier Notes: $15 per vehicle

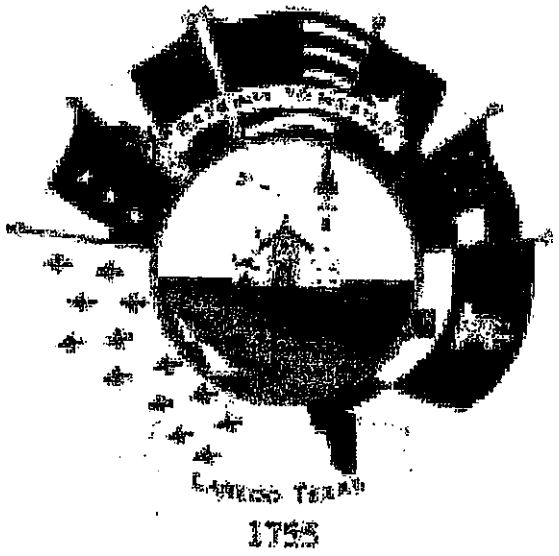
**1.11** Cost per diem to store each vehicle.

Quantity: 1 UOM: Fee Price: $0.00 Total: $0.00

**1.12** Minor detailing: exterior wash and interior vacuum.

Quantity: 1 UOM: Fee Price: $0.00 Total: $0.00

**Response Total:** $465.00



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1755

# RFP FY21-076 Auctioneering Services

## RFP FY21-076 Auctioneering Services - Fleet Department

Issue Date: 6/2/2021
Questions Deadline: 6/10/2021 02:00 PM (CT)
Response Deadline: 6/22/2021 05:00 PM (CT)

City of Laredo Purchasing

### Contact Information


Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

## Event Information

| | |
|---|---|
| Number: | RFP FY21-076 Auctioneering Services |
| Title: | RFP FY21-076 Auctioneering Services - Fleet Department |
| Type: | Request For Proposal |
| Issue Date: | 5/2/2021 |
| Question Deadline: | 6/10/2021 02:00 PM (CT) |
| Response Deadline: | 6/22/2021 05:00 PM (CT) |
| Notes: | MANUAL BID DROP-OFF PROCEDURES |

NOTE: Manual Proposals will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

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

Name of Proposal

Name of Company submitting Proposal

Address of Company submitting Proposal

1. Place Proposal Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.

2. If you need a copy of the time-stamped envelope, you will need to 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.

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

City Secretary's Office

## Ship To Information

Contact: Jose A. Valdez, Jr.
Address: City Secretary
City Hall
3rd floor
1110 Houston St
3rd floor
Laredo, TX 78040
Phone: (956) 791-7312

## Billing Information

Contact: Jorge Jolly
Address: Accounts Payable
City Hall
2nd
PO Box 210
Laredo, TX 78042
Phone: (956) 791-7326
Email: jjolly@ci.laredo.tx.us

## Bid Attachments

**RFP FY21-076 Auctioneering Services.pdf** Download

RFP FY21-076 Auctioneering Services

## 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**

Cabello Recovery & Auction Services

Christopher Cabello (856) 539-2494

*(Required: Maximum 1000 characters allowed)*

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

1 year

*(Required: Maximum 1000 characters allowed)*

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

Cabello Recovery

*(Required: Maximum 4000 characters allowed)*

5 **State if the Company is a certified minority business enterprise**

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

**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?

NONE

*(Required: Maximum 4000 characters allowed)*

**7 Questions Part 2**

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

NONE

*(Required: Maximum 4000 characters allowed)*

**8 State if the Company is a certified minority business enterprise**

☐ Historically Underutilized Business (HUB) ☐ Small Disadvantaged Business Enterprise (SCBC)
☐ Disadvantaged Business Enterprise (DBE) ☐ Other
☑ This company is not a certified minority business
*(Required: Check only one)*

**9 Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

**10 Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**11 Conflict of Interest Questionnaire**

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

☑ Yes ☐ No

*(Required: Check only one)*

**12 Disclosure Form**

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

**13 This is a**

☑ New Submission ☐ Correction ☐ Update to previous submission

*(Required: Check only one)*

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

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

Christopher Cabello

*(Required: Maximum 1000 characters allowed)*

15 **Question 2. Contract Information**

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

Auctioneering Services - Fleet Department
FY 21-076

*(Required: Maximum 4000 characters allowed)*

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

Cabello Recovery & Auction Services
Christopher Cabello

*(Required: Maximum 4000 characters allowed)*

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

☑ Not Applicable ☐ It applies to my business
*(Required: Check only one)*

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

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

N/A

*(Optional: Maximum 4000 characters allowed)*

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

☑ Not Applicable ☐ It applies to my business
*(Required: Check only one)*

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

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

*(Optional: Maximum 4000 characters allowed)*

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

☑ Not Applicable ☐ It applies to my business

*(Required: Check only one)*

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

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

*(Optional: Maximum 4000 characters allowed)*

23 **Question 7. Disclosure of political contributions**

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

☑ Not Applicable ☐ It applies to my business

*(Required: Check only one)*

24 **Question 7. Disclosure of political contributions**

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

*(Optional: Maximum 4000 characters allowed)*

25

**Updates on contributions required**

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

26

**Question 8. Disclosure of Conflict of Interest**

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

☐ I am aware of conflict of interest ☑ I am not aware of any conflict of interest

*(Required: Check only one)*

27

**8. Disclosure of Conflict of Interest**

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

N/A

*(Optional: Maximum 4000 characters allowed)*

28

**Question 9. Updates Required**

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

☑ I have read and understand this section

*(Required: Check if applicable)*

29

**Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section

*(Required: Check if applicable)*

30

**Question 11. Conflict of Interest Questionnaire (CIQ)**

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

☑ I have acknowledge that I have been advised

*(Required: Check if applicable)*

**Question 11. Oath**

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

Christopher Cabello

Owner and Auctioneer

Cabello Recovery & Auction Services

June 16, 2021

*(Required: Maximum 4000 characters allowed)*

**Question 12. Oath**

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

☑ I swear or affirm information is correct

*(Required: Check if applicable)*

**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.

Agree

*(Optional: Maximum 1000 characters allowed)*

**Contractors Profile & Qualifications**

Qualifications and Experience **(40 Points)**. Governmental Experience & Capabilities. Please describe your governmental experience and capabilities for other clients for similar work.

Auctioneer's licensed to conduct auctions in the State of Texas.
Number of years in service.
Main office location.
Phone#.
License Number#.
Proposed Auction location site (vehicle and equipment auction).

**(Documentation Shall be uploaded onto Cit-E-Bid)**

☑ Yes

*(Required: Check if applicable)*

3.6 **Experience, References, Prior Repairs History or Contracts**

References- Three (3) (Please provide agency name, contract name, address, phone number and email. **(20 Points)**

**(Documentation Shall be uploaded onto Cit-E-Bid)**

☑ Yes
*(Required: Check if applicable)*

3.6 **Completion of Repairs**

Ability to provide additional services beyond the minimum specifications **(10 Points)**

**(Documentation Shall be uploaded onto Cit-E-Bid)**

☑ Yes
*(Required: Check if applicable)*

3.7 **Terms and Conditions Request for Proposals**

**TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS** These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

**GENERAL CONDITIONS** Vendors are required to submit Proposals upon the following expressed conditions: (a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation. (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

**1. 0 PREPARATION OF PROPOSALS** Proposals will be prepared in accordance with the following:
(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. (c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum. (d) Proposed delivery time must be shown and shall include business days. (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

**2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS** It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be

required to furnish the items as specified.
**3.0 SUBMISSION OF HAND DELIVERED PROPOSALS** (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street. (b) Proposals forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.** (c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense. (d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City. (e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.
**4.0 REJECTION OF PROPOSALS** The City may reject a proposal if: (a) Vendor misstates or conceals any material fact in the proposal. (b) Proposal does not strictly conform to the law or the requirements of the proposal. (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo. (d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications. (e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices. (g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary. (h) The City may waive any minor informalities or irregularities in any proposal.
**5.0 WITHDRAWAL OF PROPOSALS** Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.
**6.0 LATE PROPOSALS OR MODIFICATIONS** Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.
**7.0 CLARIFICATION AND PROTEST PROCEDURE** (a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved. (b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.
**8.0 VENDOR DISCOUNTS** (a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo. (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.
**9.0 INTENT OF CONTRACT** (a) ANNUAL SERVICE CONTRACT: The services are based on the best available

information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

**10.0 AWARD OF CONTRACT** The contract will be awarded based on (best value criteria) as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. The City shall give written notice to the Vendor if any of the following conditions exist: (1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

**11.0 PAYMENT & INVOICING** (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services. (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date. (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@cl.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

☑ I Agree to the Terms and Conditions
*(Required: Check if applicable)*

## Bid Lines

### 1 Package Header

Rates and Expenses (30 Points): Commission, buyer's premium if applicable, delivery to auction site. (Rates and Expenses not specified will not be considered). Compensation Schedule to be submitted with Respondent's Proposal.

Percentage of Auctioneer Commission on Net Sales:

Quantity: 1 UOM: PKG Total: $

Item Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Supplier Notes: 10% buyer's premium will be added to purchase

## Package Items

### 1.1 Surplus Property

Quantity: 1 UOM: Percentage on Net Sales Total: 20 %

Supplier Notes:

☐ Additional notes *(Attach separate sheet)*

### 1.2 Cars & Light Duty Trucks

Quantity: 1 UOM: Percentage on Net Sales Total: 15 %

Supplier Notes:

☐ Additional notes *(Attach separate sheet)*

### 1.3 Heavy Duty Trucks

Quantity: 1 UOM: Percentage on Net Sales Total: 15 %

Supplier Notes:

☐ Additional notes *(Attach separate sheet)*

### 1.4 Flat Transportation Fee (Road Worthy)

Cars & Light Duty Trucks less than 19,500 lbs.

Quantity: 1 UOM: Fee Price: $30/per vehicle Total: $

Supplier Notes:

☐ Additional notes *(Attach separate sheet)*

### 1.5 Flat Transportation Fee (Road Worthy)

Cars & Light Duty Trucks greater than 19,500 lbs.

Quantity: 1 UOM: Fee Price: $30/per vehicle Total: $

Supplier Notes:

☐ Additional notes *(Attach separate sheet)*

### 1.6 Flat Transportation Fee (Non-Road Worthy)

Cars & Light Duty Trucks less than 19,500 lbs.

Quantity: 1 UOM: Fee Price: $30/per vehicle Total: $

Supplier Notes:

☐ Additional notes *(Attach separate sheet)*

### 1.7 Flat Transportation Fee (Non-Road Worthy)

Heavy Duty Trucks & Equipment greater than $19,501 lb. but less than 33,500 lb.

Quantity: 1 UOM: Fee Price: $60/per vehicle Total: $

Supplier Notes:

☐ Additional notes *(Attach separate sheet)*

**1.8 Flat Transportation Fee (Non-Road Worthy)**
Heavy Duty Trucks & Equipment greater than $33,501 lb. but less than 64,000 lb.

Quantity: 1 UOM: Fee Price: $150/per vehicle Total: $

Supplier Notes:

☐ Additional notes *(Attach separate sheet)*

**1.9 Flat Transportation Fee (Non-Road Worthy)**
Heavy Duty Trucks & Equipment greater than 64,001 lb.

Quantity: 1 UOM: Fee Price: $150/per vehicle Total: $

Supplier Notes:

☐ Additional notes *(Attach separate sheet)*

**1.10** Decal and Insignia Removal per vehicle or equipment.

Quantity: 1 UOM: Fee Price: $15/per vehicle Total: $

Supplier Notes:

☐ Additional notes *(Attach separate sheet)*

**1.11** Cost per diem to store each vehicle.

Quantity: 1 UOM: Fee Price: $0 Total: $

Supplier Notes:

☐ Additional notes *(Attach separate sheet)*

**1.12** Minor detailing: exterior wash and interior vacuum.

Quantity: 1 UOM: Fee Price: $0 Total: $

Supplier Notes:

☐ Additional notes *(Attach separate sheet)*

## Supplier Information

Company Name: Cabello Recovery & Auction Services

Contact Name: Christopher Cabello

Address: 8654 Hwy 359

Laredo, Tx 78043

Phone: 956-539-2494

Fax: 956-539-3677

Email: cabellorecovery@gmail.com

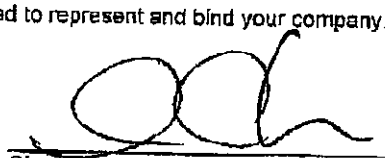
## Supplier Notes

For over 25 years I worked very closely with Cabco Auctioneering. I would assist in organizing and auctioneering under that company.

I have also enclosed copies from the appraisal district showing that we are located on city property and pay city taxes. All taxes due are current.

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

Christopher Cabello
*Print Name*


*Signature*

# PID 221714 |

Property Summary Report | 2021
Online Services | WEBB COUNTY APPRAISAL DISTRICT

## GENERAL INFO

### ACCOUNT

Property ID: 221714
Geographic ID: 943-30000-080
Type: R
Zoning: M-1
Agent:
Legal Description: PART OF TRACT 8 LAS BLANCAS SUBD 37.3571
Property Use:

### OWNER

Name: HMC PROPERTIES LLC
Secondary Name:
Mailing Address: 2601 GUADALUPE ST LAREDO TX US 78043-3438
Owner ID: 10146216
% Ownership: 100.00
Exemptions:

### LOCATION

Address:

Market Area:
Market Area CD: H35909
Map ID:

### PROTEST

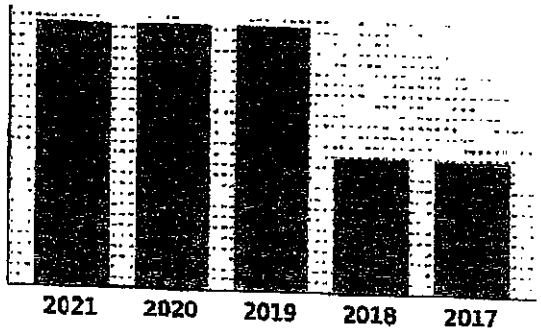
Protest Status:
Informal Date:
Formal Date:

## VALUES

### CURRENT VALUES

| | |
|---|---|
| Land Homesite: | $0 |
| Land Non-Homesite: | $253,935 |
| Special Use Land Market: | $0 |
| Total Land: | $253,935 |
| Improvement Homesite: | $0 |
| Improvement Non-Homesite: | $0 |
| Total Improvement: | $0 |
| Market: | $253,935 |
| Special Use Exclusion (-): | $0 |
| Appraised: | $253,935 |
| Value Limitation Adjustment (-): | $0 |
| Net Appraised: | $253,935 |

### VALUE HISTORY




Values for the current year are preliminary and are subject to change.

### VALUE HISTORY

| Year | Land Market | Improvement | Special Use Exclusion | Appraised | Value Limitation Adj (-) | Net Appraised |
|---|---|---|---|---|---|---|
| 2021 | $253,935 | $0 | $0 | $253,935 | $0 | $253,935 |
| 2020 | $253,930 | $0 | $0 | $253,930 | $0 | $253,930 |
| 2019 | $253,930 | $0 | $0 | $253,930 | $0 | $253,930 |
| 2018 | $128,350 | $0 | $0 | $128,350 | $0 | $128,350 |
| 2017 | $128,350 | $0 | $0 | $128,350 | $0 | $128,350 |

 Effective Date of Appraisal: January 1 Date Printed: June 16, 2021 Powered By: <True Prodigy>

## TAXING UNITS

2021

| Unit | Description | Tax Rate | Net Appraised | Taxable Value | Estimated Tax |
|---|---|---|---|---|---|
| [redacted] | CITY OF LAREDO | [redacted] | [redacted] | [redacted] | [redacted] |
| | WEBB COUNTY | 0.412000 | $253,935 | $253,935 | $1,046.21 |
| | LAREDO COLLEGE | 0.325509 | $253,935 | $253,935 | $826.58 |
| | UNITED ISD | 1.198840 | $253,935 | $253,935 | $3,044.27 |
| | TOTAL TAX RATE: | 2.57034 | | | |
| | ESTIMATED TAXES WITH CURRENT EXEMPTIONS: | | | | $6,527.01 |
| | ESTIMATED TAXES WITHOUT EXEMPTIONS: | | | | $6,527.01 |

DO NOT PAY FROM THIS ESTIMATE. This is only an estimate provided for informational purposes and may not include any special assessments that may also be collected. Please contact the tax office for actual amounts.

## IMPROVEMENT

## LAND

| Land | Description | Acres | SQFT | Cost per SQFT | Market Value | Special Use Value |
|---|---|---|---|---|---|---|
| H359-7 | LAS BLANCAS SUBD | 33.955 | 1,479,066 | $0.16 | $243,863 | $0 |
| H359-7 | LAS BLANCAS SUBD | 1.402 | 61,068.54 | $0.16 | $10,072 | $0 |

## DEED HISTORY

| Deed Date | Type | Description | Grantor/Seller | Grantee/Buyer | Book ID | Volume | Page | Instrument |
|---|---|---|---|---|---|---|---|---|
| 1/14/15 | DEED | DEED | CABELLO HECTOR,CABELLO | HMC PROPERTIES LLC | | 3731 | 637 | 1222498 |
| 8/21/06 | SWDVL | SPECIAL WARRANTY | HOMEMART INC & 359 EAST ROYAL | CABELLO HECTOR | | 2126 | 602 | 926490 |
| 2/15/02 | WDA | WARRANTY DEED/ASSUM | HOME-MART INC & ROYAL LAND L C | HOMEMART INC & 359 EAST ROYAL | | 1225 | 616 | 736978 |
| 12/15/93 | OT | Other | HOMEART INC | HOMEART INC & ROYAL LAND L C | | 178 | 851 | 509749 |
| 6/8/93 | OT | Other | INTERNATIONAL BANK OF | HOMEART INC | | 119 | 759 | 494467 |

# TAX RECEIPT

City of Laredo
Tax Assessor-Collector
P.O. Box 6548 * 1102 Bob Bullock Loop
Laredo TX 78042
956-727-6403

Paid by: HMC PROPERTIES LLC
2601 GUADALUPE ST
LAREDO TX 78043

Receipt#: 133534 / 22635424
Batch: EROSALES 11/23/2020 01
Date paid: 11/23/2020

Account ID: 609759 Parcel number 943-30000-080-
PROPERTY TAX ROLL
Owner: HMC PROPERTIES LLC
PART OF TRACT 8 LAS BLANCAS SU
BD 37.3571

| Year | Value | Rate | Base | Pen & Int | Atty fee | Total paid |
|---|---|---|---|---|---|---|
| 2020 1 CITY TAX | 253930.00 | 0.63400 | 804.96 | | | 804.96 |

Printed: 11/23/20 14:37:22 Receipt total: 804.96

Tender: CHECK 18096 4,830.21

| UNPAID BALANCE AS OF: 11/23/20 | Base | Pen & Int | Atty fee | Total unpaid |
|---|---|---|---|---|
| 2020 1 CITY TAX | 804.96 | | | 804.96 |

Payment comment: 18096 1/2

All data reflects current valuations for each year and do not reflect over 65 or disabled tax levy freeze limitations.

# *CITY OF LAREDO*
# *FINANCE DEPARTMENT*
# *PURCHASING DIVISION*
# *REQUEST FOR PROPOSALS*

## AUCTIONEERING SERVICES
## FLEET DEPARTMENT

**Public Notice**

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposal and other contract provisions, for awarding an annual contract for licensed auctioneering services for the City of Laredo Fleet Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Hand-delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on June 22, 2021; and all proposals received will be opened and publicly acknowledged at 11:00 AM at the Office of the City Secretary on June 23, 2021.**

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

**Proposal: Auctioneering Services – Fleet Department**
**FY21-076**

| | |
|---|---|
| Proposals can be downloaded and submitted through Cit-E-Bid:<br><br>https://cityoflaredo.ionwave.net/Login.aspx | Hand Delivered:<br>**City of Laredo – City Secretary**<br>**C/O Jose A. Valdez Jr.**<br>**City Hall – Third Floor**<br>**1110 Houston Street**<br>**Laredo, Texas 78040** |

**The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.**

### MANUAL PROPOSAL DROP-OFF PROCEDURES

NOTE: Manual Proposals will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, proposals will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the proposal is in a sealed envelope marked with the following:
   - Name of Bid
   - Name of Company submitting Bid
   - Address of Company submitting Bid
2. Place Proposal Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.
3. If you need a copy of the time-stamped envelope, you will need to 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.

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

City Secretary's Office

# City of Laredo
# Purchasing Division

## Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposal and other contract provisions for awarding an annual contract for licensed auctioneering services for the City of Laredo Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us or through https://cityoflaredo.ionwave.net/Login.aspx Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on June 22, 2021** and all proposals received will be opened and publicly acknowledged on **June 23, 2021 at 11:00 AM.**

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

**Proposal: Auctioneering Services – Fleet Department**
**FY21-076**

**Proposals can be downloaded and submitted through Cit-E-Bid:**

https://cityoflaredo.ionwave.net/Login.aspx

**Hand Delivered:**
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 1st DAY OF JUNE 2021.

for: Jose A. Valdez Jr.
City Secretary

## Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

**GENERAL CONDITIONS** Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

**1.0 PREPARATION OF PROPOSALS.** Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

(d) Proposed delivery time must be shown and shall include business days.

(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

**2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS** It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

**3.0 SUBMISSION OF HAND DELIVERED PROPOSALS**

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to:
City of Laredo, City Secretary's Office,
City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposal will not be considered.

(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity proposals may be requested by the City.

(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

**4.0 REJECTION OF PROPOSALS** The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.

(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.

(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any proposal.

**5.0 WITHDRAWAL OF PROPOSALS** Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

**6.0 LATE PROPOSALS OR MODIFICATIONS** Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

**7.0 CLARIFICATION AND PROTEST PROCEDURE**

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to:

CITY OF LAREDO PURCHASING AGENT
Miguel A. Pescador,
5512 Thomas Avenue,
Laredo, Texas 78041
mpescador@ci.laredo.tx.us

Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03. of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of proposal notices, deadlines, proposal acknowledgement, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award.

All protests regarding the proposal solicitation process must be submitted in writing by certified mail to:
CITY OF LAREDO PURCHASING AGENT
Miguel A. Pescador
5512 Thomas Avenue
Laredo, Texas 78041
mpescador@ci.laredo.tx.us
Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

**8.0 VENDOR DISCOUNTS**

(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

**9.0 INTENT OF CONTRACT**

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

**10.0 AWARD OF CONTRACT** The contract will be **awarded based on (Best Value)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable.

The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal;

(2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or,

(3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

**11.0 PAYMENT & INVOICING**

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on proposal schedule.
All invoices shall be mailed to:
Accounts Payable Office
City Hall, P.O. Box 210,
Laredo, Texas 78042.

(d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us
For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

**12.0 INSURANCE REQUIREMENTS**

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) 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.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as 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.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance 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.

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

(i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Manager.

(j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(k) 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.

**13.0 CONTRACT REQUIREMENTS**

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

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

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham proposal 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 proposal 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.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this proposal 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 Proposal Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

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

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)
Certificate of Interested Parties (Form 1295)
**Implementation of House Bill 1295:** In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

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

14.0 **DISQUALIFICATION & DEBARMENT CERTIFICATION**

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

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

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

**Request for Proposals**
**Auctioneering Services**
**Fleet Department**

**15.0 Scope of Work**

The City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposal and other contract provisions to award a one year contract for professional auctioneering services for the City of Laredo Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Fleet Department point of contact: Ronald W. Miller (956) 795-6455 or email rmiller@ci.laredo.tx.us

15.1 All questions for this bid shall be uploaded through in Cit-E-Bid or by email before June 10, 2021 at 2:00 PM to: Email: esildape@ci.laredo.tx.us

**16.0 General Conditions**

16.1 Bidders are required to submit their proposals upon the following expressed conditions:

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of 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.

16.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

16.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

**17.0 Auctioneer Service**

It is the City's intent that the successful auctioneer shall be responsible for conducting a public auction in the city limits of Laredo, Texas, for the sale of surplus property in the possession of the City of Laredo in accordance with the following required services:

17.1 The auctioneer shall make all preparations necessary to conduct a live auction. The auction must be conducted at the auctioneer's premises or at a non City facility.

17.2 It is our intent to sell to the highest bidder without price reserves, however, when in our best interest we reserve the right to set minimum bids.

17.3 Advertising will be provided by auctioneer and the auctioneer will collect all funds and make payment of all taxes. Services rendered will be paid on a commission fee of the gross proceeds. The commission fee shall include all expenses for advertising, security (if necessary), and personnel needed to conduct this public auction.

17.4 Auctioneer will make payment to the City of Laredo within seven banking days of the auction.

17.5 Registration forms will be provided by the auctioneer and a copy of such registration forms will be provided to the City. Auctioneer will provide a summary (typed) of all items sold and turn over all proceeds collected to the City of Laredo Purchasing Agent at the end of the auction. A list of bidders who register will also need to be submitted to the City.

17.6 The auction must be conducted at the auctioneer's premises or at a non City facility. The vendor will be responsible for securing the necessary liability insurance plus security. The vendor will obtain all necessary licenses and permits as required by law. Restroom access must be available to the general public.

17.7 The successful auctioneer and his/her staff shall not be able to bid for himself/herself/themselves or for anyone else on any of the items being auctioned for the City of Laredo.

17.8 The successful auctioneer shall ensure that all City vehicles and equipment to be auctioned have been inspected to verify that any equipment that was not part of the original manufactured vehicle has been removed and returned to the City promptly. (For example: Radio equipment, license plates, etc.)

**18.0 Fee Schedule**

18.1 The auctioneer will provide the City of Laredo personnel with all the funds collected and a detailed summary to verify totals.

18.2 The successful auctioneer shall provide a price quotation for all necessary transportation of City surplus vehicles from the City's storage location to the site where the surplus vehicles are to be stored or warehoused and auctioned. The transportation cost (if any) is to be billed based on actual price quoted on Attachment "B" (no markup). Any additional transportation services offered by the successful auctioneer for the delivery of vehicle(s) to the purchaser's site/business after the sale shall be at the purchaser's expense. The City of Laredo shall retain the option to provide transportation for City vehicles if it is advantageous for the City to do so.

18.3 The auctioneer shall design, place and bear all advertising expenses for the auctions, except for any required legal advertising.

18.4 The auctioneer hereby agrees to use his professional skill, knowledge, and experience to the best advantage of both parties in preparing for and conducting this sale. The date of the auctions shall be agreed upon by both parties but must be held on a Saturday.

18.5 The City reserves the right to add or delete units from this auction sale. It is the intent of the City to sell all items offered for sale; however, the City reserves the right to pull an item from the auction or to place a minimum sale price. If the minimum sale price is not reached, the City shall have the option to not sell that item.

18.6 The Auctioneer may collect a buyer's premium.

**19.0 Frequency of Surplus Property Sales/Auctions**

The City of Laredo does not commit to a specific number of auctions. On average, the City has two auctions per year, but the City of Laredo reserves the right to have three or four auctions per year. The intent of this contract is to have a licensed auctioneer available to conduct a public auction should there be a need for such services.

**20.0 Settlement**

All transportation charges of surplus vehicles or heavy equipment will be billed within five (5) days to the City of Laredo at the prices (if any) bid on Attachment A. Settlement of all auction proceeds shall be made within seven (7) days after each auction is held. The successful auctioneer will return to the City all auction proceeds from the sale less taxes, less the agreed upon commission, and less any enhanced services authorized by the City of Laredo.

**21.0 Insurance Requirements**

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 during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

**22.0 Price Adjustment******

During the period of this contract, prices may be increased and decreased. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive proposal. Documentation may be emailed to mpescador@cl.laredo.tx.us

**23.0 Term of Contract**

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

**24.0 Award of Contract**

Submission and award of bid shall be based on the "Terms and Conditions of the Request for Proposals", which is attached and is part of these specifications. This contract will be awarded based on ***Best Value*** and the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

24.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website.

Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

**25.0 Evaluation Criteria**

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

25.1 Negotiations may be conducted with responsible Proposer who submits a proposal determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

In determining the ***best value*** for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

The following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

| Sections | Criteria | Max Points |
|---|---|---|
| I | Qualifications & Experience (26.1) | 40 |
| II | Rates & Expenses (26.2) | 30 |
| III | References (Minimum of 3) (26.3) | 20 |
| IV | Additional Services beyond Minimum Specifications (26.4) | 10 |
| | Total | 100 |

Rating of Definitions for 10 point Method

| % | Rating | Definition |
|---|---|---|
| 0 | Unsatisfactory | Does not satisfy criteria in specifications. |
| 10 | Very Poor to Unsatisfactory | |
| 20 | Very Poor | Meets elements of some criteria minimally. |
| 30 | Poor to Very Poor | |
| 40 | Poor | Meets some criteria at minimum acceptable level. |
| 50 | Average to Poor | |
| 60 | Average | Adequately meets most criteria. |

| | | |
|---|---|---|
| 70 | Good to Average | |
| 80 | Good | Exceeds minimum criteria. |
| 90 | Very Good | Provides benefits to the entity in addition to all required criteria. |
| 100 | Excellent | Exceeds all required criteria and provides additional benefits in most areas. |

Evaluation Form (Example)

| Sections | Criteria | Max Points | Weighted % | Points x Weight |
|---|---|---|---|---|
| I | Qualifications & Experience (26.1) | 40 | 50% | 20.00 |
| II | Rates & Expenses (26.2) | 30 | 60% | 18.00 |
| III | References (Minimum of 3) (26.3) | 20 | 80% | 16.00 |
| IV | Additional Services beyond Minimum Specifications (26.4) | 10 | 70% | 7.00 |
| | | | **Total Score** | **61.00** |

**26.0 Required Submittals**

**The City of Laredo will be utilizing best value evaluation criteria to select the contract vendor (s). You are asked to respond to the following questions and provide concise responses to these questions. Do include boilerplate marketing brochures or informational documents with your responses. Documentation can be uploaded on to Cit-E-Bid.**

*****Auctioneer shall be responsible for the cleaning of all vehicles inside and outside, check and fill all fluid levels, check vehicles will start (without repair). This shall be done prior to the auction day.*****

Auctioneer shall be responsible for the storing of all vehicles, equipment, unclaimed property and any other unit that is dictated, to be auctioned, by the fleet service center manager or his designated representative. The counting of days for the storing of vehicles shall commence on the 1st day that the successful professional auctioneer picks them up at the City's designated location or after the first available auction, whichever is later.

26.1 Qualifications and Experience **(40 Points)**. Governmental Experience & Capabilities. Please describe your governmental experience and capabilities for other clients for similar work.

I, Christopher Cabello, owner of Cabello Recovery & Auction Services and a licensed auctioneer, have been conducting auction for over 25 years. My experience is extensive. I have conducted auctions for U S Customs, Webb County, Laredo ISD, City of Laredo, privately owned businesses and estate sales. I have experience in auctioning big items such as medium and heavy duty equipment

Auctioneer's licensed to conduct auctions in the State of Texas X YES _____ NO

Number of years in service 25 years as auctioneer and 1 year under present business name

Main office location:

8654 Hwy 359

Laredo, Tx 78043

Phone: 956-539-2494

License Number: AUCT15557

Proposed Auction location site (vehicle and equipment auction):

8654 Hwy 359

Laredo, Tx 78043

26.2 Rates and Expenses **(30 Points)**: Commission, buyer's premium if applicable, delivery to auction site. (Rates and Expenses not specified will not be considered). Compensation Schedule to be submitted with Respondent's Proposal.

Percentage of Auctioneer Commission on Net Sales:

| Description | Percentage on Net Sales |
|---|---|
| Surplus Property | 20% |
| Cars & Light Duty Trucks | 15% |
| Heavy Duty Trucks | 15% |
| | |
| **Flat Transportation Fee (Road worthy)** | Fees |
| Cars & Light Duty Trucks less than 19,500 lb. | $ 30.00 |
| Cars & Light Duty Trucks greater than 19,501 lb. | $ 30.00 |
| | Fees |
| **Flat Transportation Fee (Non-road worthy)** | |
| Cars & Light Duty Trucks less than 19,500 lb. | $ 30.00 |
| Heavy Duty Trucks & Equipment greater than 19,501 lb. but less than 33,500 lb. | $ 60.00 |
| Heavy Duty Trucks & Equipment greater than 33,501 lb. but less than 64,000 lb. | $ 150.00 |
| Heavy Duty Trucks and Equipment greater than 64,001 lb. | $ 150.00 |
| | Fees |
| Decal and Insignia Removal per vehicle or equipment | $ 15.00 |
| Cost per diem to store each vehicle | $ 0.00 |
| Minor detailing: exterior wash and interior vacuum | $ 0.00 |

26.3 References- Three (3) (Please provide agency name, contract name, address, phone number and email. **(20 Points)**

Jose Gamez Laredo Independent School District
1700 Houston St Laredo, Tx 78040 956-273-1190
jgamez@laredoisd.org

Officer Ramiro Paredes Laredo Police Department
4700 Maher Laredo, Tx 78041 956-763-1709
rparedes@ci.laredo.tx.us

David Sanchez District Attorney Office
1110 Victoria St Laredo, Tx 78040 956-523-4268
davidsanchez@webbcountytx.gov

26.4 Ability to provide additional services beyond the minimum specifications **(10 Points)**

The City of Laredo would greatly benefit from the experience and professionalism that I and my company can offer. I have extensive experience in organizing and conducting auctions.

**27.0 Required Format and Contents of Bid Submission**

For a bid to be considered it must contain the following information:

**Tab A - Company Information Questionnaire**
**Tab B - Signed Price Schedule**
**Tab C - Conflict of Interest Questionnaire**
**Tab D – Non-Collusive Affidavit**
**Tab E - Discretionary Contract Disclosure**
**Tab F - Certificate of Interested Parties**
**Tab G - Form 1295**

28.0 **Tab A Bidder Information Questionnaire**

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

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

Name of Offeror (Business) Cabello Recovery & Auction Services

Signature of person authorized to sign bid _____ Date June 16, 2021

Print Name of person authorized to sign bid Christopher Cabello

Title: Owner and Auctioneer

Business Address: 8654 Hwy 359

City, State, Zip Code: Laredo, Tx 78043

Telephone Number: 956-539-2494 Fax Number: 956-539-3677

Contact Person Email Address: cabellorecovery@gmail.com

Federal Tax ID Number: 204044199

Bidders Principal/Corporate Place of Business Address: 8654 Hwy 359 Laredo, Tx 78043

Indicated Status of Business:

Corporation X Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 1 year

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

Cabello Recovery

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

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

Is any litigation pending against the Business? Yes / No

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

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

This company is not a certified minority business: ☑

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

**29.0 Tab C- Conflict of Interest Disclosure**

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

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

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

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

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

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

CITY OF LAREDO
PURCHASING DIVISION

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

Christopher Cabello — Name
Signature — Date: June 16, 2021

## CONFLICT OF INTEREST QUESTIONNAIRE
**For vendor or other person doing business with local governmental entity**

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

OFFICE USE ONLY
Date Received

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

Cabello Recovery & Auction Services Non Applicable

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

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

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

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

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

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

Signature of person doing business with the governmental entity — Date

**30.0 Tab D**

**AFFIDAVIT**

**Project:**

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS (X
COUNTY OF WEBB (X

Being first duly sworn, deposes and says:

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

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

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

Subscribed and sworn before me this 16th day of June 2021

Notary Public

**My commission expires:**

July 31, 2022

HECTOR D. GUTIERREZ JR.
Notary Public, State of Texas
Comm. Expires 07-31-2022
Notary ID 126780573

31.0 Tab E

# City of Laredo
## Discretionary Contracts Disclosure

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

**For details on use of this form, see Section 4.01 if the City's Ethics Code.**
***This is a _X_ New Submission or ___Correction or ___Update to previous submission.**

**1. Name of person filing this disclosure form:**

Christopher ____ Cabello ____
First M.I. Last Suffix

**2. Contract Information:**

a) Contract or Project name(s): RFP FY 21-076 Auctioneering Services Fleet Department

b) Originating Department(s): City of Laredo Purchasing Department

**3. Name of individual(s) or entities described in section 176.001(1-a) of the Texas Local Government Code:**

| | | | |
|---|---|---|---|
| Christopher Cabello<br>Name (Print) | Signature | Name (Print) | Signature |
| Name (Print) | Signature | Name (Print) | Signature |
| Name (Print) | Signature | Name (Print) | Signature |
| Name (Print) | Signature | Name (Print) | Signature |

**4. List the name of any partner, parent or subsidiary business entities 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): _____

2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

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

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

***Acknowledgements**

☒ **Updates Required**

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

☒ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

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

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

***Oath**

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

| | | |
|---|---|---|
| Christopher Cabello | | Owner/Auctioneer |
| Name (Print) | Signature | Title |
| Cabello Recovery & Auction Services | | June 16, 2021 |
| 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

***6. List any individuals or entities that will be subcontracted on this contract.**

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

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

☐ List of subcontractors: _____

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

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

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

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

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

a) Any individual seeking contract with the city (Question 3)
b) Any owner or officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

☐ List of contributors: _____

**Updates on Contributions Required**

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

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

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section

## 32.0 Tab F – 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**

32.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

32.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

Certificate Number:
2021-767257

Date Filed:
06/16/2021

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Cabello Recovery & Auction Services
Laredo, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
City of Laredo Purchasing Division

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
RFP FY 21-076
Auctioneering services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

5 **Check only if there is NO Interested Party.** [X]

6 **UNSWORN DECLARATION**

My name is Christopher Cabello, and my date of birth is 9-6-70.

My address is 2916 Robert Frost (street), Laredo (city), Tx (state), 78041 (zip code), USA (country).

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

Executed in Webb County, State of Tx, on the 16th day of June (month), 2021 (year).

Signature of authorized agent of contracting business entity
(Declarant)

33.0 Tab F

## CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Cabello Recovery & Auction Services Laredo,Tx USA

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City Of Laredo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

RFP FY 21-076 Auctioneering Services Fleet Department

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

********Form does not need to be notarized*******

**34.0 Vendors Instructions:**

Hand-delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on June 22, 2021; and all proposals received will be opened and publicly acknowledged at 11:00 AM at the Office of the City Secretary on June 23, 2021.**

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

**Proposal: Auctioneering Services – Fleet Department**
**FY21-076**

Proposals can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/3/2021

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**PRODUCER**
American Transportation Insurance Group
801 West Mineral Avenue
Suite 200
Littleton CO 80120

**CONTACT NAME:** Gretchen Hapney
**PHONE (A/C, No, Ext):** (407) 472-9600 **FAX (A/C, No):** (407) 472-9605
**E-MAIL ADDRESS:** Gretchen@atigins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Benchmark Insurance Company | 41394 |
| INSURER B: Hanover Insurance Company | 22292 |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**INSURED**
Caballo Recovery Service, Inc
8654 Highway 359
Laredo TX 78043

**COVERAGES** **CERTIFICATE NUMBER:** 21-22 Master **REVISION NUMBER:**

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| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>X INCLUDES MEDICAL<br>REPOSSESSION COVERAGE<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | | | BIC-WS-00649-00 | 2/14/2021 | 2/14/2022 | 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 | $ | 3,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ | 3,000,000 |
| | | | | | | | | $ | |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>X SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS<br>X DRIVE AWAY | | | BIC-WS-00649-00 | 2/14/2021 | 2/14/2022 | COMBINED SINGLE LIMIT (Ea accident) | $ | 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ | |
| | | | | | | | BODILY INJURY (Per accident) | $ | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ | |
| | | | | | | | UNINSURED MOTORIST | $ | 85,000 |
| B | UMBRELLA LIAB [ ] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED [ ] RETENTION $ | | | DISHONESTY BOND<br>#116744 | 2/14/2021 | 2/14/2022 | EACH OCCURRENCE | $ | 1,000,000 |
| | | | | | | | AGGREGATE | $ | 1,000,000 |
| | | | | | | | | $ | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | [ ] PER STATUTE [ ] OTH-ER | | |
| | | | | | | | E.L. EACH ACCIDENT | $ | |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ | |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ | |
| A | ON HOOK | | | BIC-WS-00649-00 | 2/14/2021 | 2/14/2022 | $150,000 W/$2,500 DED | | |
| A | GARAGE KEEPERS | | | BIC-WS-00649-00 | 2/14/2021 | 2/14/2022 | $500,000 W/$500/$2,500 DED | | DIRECT PRIME |

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

**CERTIFICATE HOLDER**

CITY OF LAREDO PURCHASING
5512 THOMAS AVENUE
LAREDO, TX 78041

**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
C Thompson/GRETCH

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/3/2021

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| PRODUCER | CONTACT NAME: Gretchen Hapney |
|---|---|
| American Transportation Insurance Group<br>801 West Mineral Avenue<br>Suite 200<br>Littleton CO 80120 | PHONE (A/C, No, Ext): (407) 472-9500 FAX (A/C, No): (407) 472-9503<br>E-MAIL ADDRESS: Gretchen@atigins.com |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A: Benchmark Insurance Company — 41394 |
| | INSURER B: Hanover Insurance Company — 22292 |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |
| | INSURER F: |
| INSURED<br>Cabello Recovery Service, Inc<br>8554 Highway 359<br>Laredo TX 78043 | |

COVERAGES — CERTIFICATE NUMBER: 21-22 Master — REVISION NUMBER:

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| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X INCLUDES WORKOVER<br>REPOSSESSION COVERAGE<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | | | BIC-WS-00649-00 | 2/14/2021 | 2/14/2022 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>X SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS<br>X DRIVE AWAY | | | BIC-WS-00649-00 | 2/14/2021 | 2/14/2022 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>UNINSURED MOTORIST | $ 1,000,000<br>$<br>$<br>$<br>$ 85,000 |
| B | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | DIRECTLY BIND<br>H116264 | 2/14/2021 | 2/14/2022 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |
| A<br>A | OC HOOK<br>GARAGE KEEPERS | | | BIC-WS-00649-00<br>BIC-WS-00649-00 | 2/14/2021<br>2/14/2021 | 2/14/2022<br>2/14/2022 | $150,000 W $2,500 DED<br>$500,000 W $500/$1,500 DED | DIRECT BILLED |

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

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| CITY OF LAREDO<br>1102 BOB U BULLOCK LOOP<br>LAREDO, TX 78041 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br>C Thompson/GRETCH |

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/03/2021

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**PRODUCER**

Pacific Crest Services, Inc. DBA Tremar Insurance Agency
6999 McPherson Rd., Ste 109
Laredo, TX 78041

CONTACT NAME: CHRIS CABELLO
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: ccabello@cabellorecovery.net

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Texas Mutual | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**INSURED**

Cabello Recovery Inc
8654 HWY 359 & LAS BLANCAS
Laredo, TX 78043

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | CLAIMS-MADE OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC | | | | | | PERSONAL & ADV INJURY | $ |
| | OTHER: | | | | | | GENERAL AGGREGATE | $ |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | AUTOMOBILE LIABILITY | | | | | | | $ |
| | ANY AUTO | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per person) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | UMBRELLA LIAB / OCCUR | | | | | | | $ |
| | EXCESS LIAB / CLAIMS-MADE | | | | | | EACH OCCURRENCE | $ |
| | DED / RETENTION $ | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | X PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y | N/A | Y | 0002063166 | 06/03/2021 | 06/03/2022 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

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

**CERTIFICATE HOLDER**

City Of Laredo
5512 Thomas Ave
Laredo TX 78041

**CANCELLATION**

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AUTHORIZED REPRESENTATIVE

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ACORD

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Pacific Crest Services, Inc DBA Tremar Insurance Agency
6999 McPherson Rd., Ste 109
Laredo, TX 78041

CONTACT NAME: CHRIS CABELLO
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: ccabello@cabellorecovery.net

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Texas Mutual | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**INSURED**

Cabello Recovery Inc
8654 HWY 359 & LAS BLANCAS
Laredo, TX 78043

**COVERAGES** CERTIFICATE NUMBER: REVISION NUMBER:

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| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE / OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY / PRO-JECT / LOC<br>OTHER: | | | | | | EACH OCCURRENCE $<br>DAMAGE TO RENTED PREMISES (Ea occurrence) $<br>MED EXP (Any one person) $<br>PERSONAL & ADV INJURY $<br>GENERAL AGGREGATE $<br>PRODUCTS - COMP/OP AGG $ |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | $<br>COMBINED SINGLE LIMIT (Ea accident) $<br>BODILY INJURY (Per person) $<br>BODILY INJURY (Per accident) $<br>PROPERTY DAMAGE (Per accident) $<br>$ |
| | UMBRELLA LIAB / OCCUR<br>EXCESS LIAB / CLAIMS-MADE<br>DED / RETENTION $ | | | | | | EACH OCCURRENCE $<br>AGGREGATE $<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | 0002063166 | 06/03/2021 | 06/03/2022 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT $ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE $ 1,000,000<br>E.L. DISEASE - POLICY LIMIT $ 1,000,000 |
| | | | | | | | |

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

**CERTIFICATE HOLDER**

City Of Laredo
1102 Bob Bullock Loop
Laredo TX 78043

**CANCELLATION**

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AUTHORIZED REPRESENTATIVE

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## City Council

**Meeting Date:** 8/5/2024 **Resolution 39.**

**SUBJECT**
A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept and enter into a continuation contract with the Texas Health and Human Services (HHS) in the amount of $6,149,571.00, with no match for the City of Laredo Public Health Department Women, Infants, and Children (WIC) Program for the term period from October 1, 2024 through September 30, 2025. Funds will be accounted in the Laredo Public Health Department Fund - WIC Program Grant.

**PREVIOUS COUNCIL ACTION**
On March 18, 2024 Council approved resolution 2024-R-107.

**BACKGROUND**
The Health and Human Services Commission continues to contract with the City of Laredo to provide public health services to residents of Webb, Duval, Jim Hogg, Zapata, Brooks, Jim Wells, Kleberg and Live Oak counties through the City of Laredo Public Health Department for wellness, nutrition, food supplemental services through the Women, Infants, and Children Program. The program provides health screening, nutrition education and counseling, breastfeeding education and counseling, food supplemental services for whole grains, fruits, vegetables and dairy products, referrals to other programs, and immunizations at no cost to high risk, low income, eligible residents who are pregnant, lactating, infants, and children up to age five who are identified to have nutritional risk.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Staff recommends that Council approves the Resolution.

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2024-2025 |
| Budgeted Y/N?: | Y |
| Source of Funds: | WIC Grant |
| Account #: | 226-6008 and 226-6009 |
| Change Order: Exceeds 25% Y/N: | N/A |

**FINANCIAL IMPACT:**

The revenue account 226-0000-323-4003 and the expenditure division 226-6009 with project number HEWC17 and revenue account 226-0000-323-4037 and the expenditure division 226-6008 with project number HEWI17.

**2024-R-238**

**AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO A CONTINUATION CONTRACT WITH THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION (HHS) IN THE AMOUNT OF $6,149,571.00, WITH NO MATCH FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT WOMEN, INFANTS, AND CHILDREN (WIC) PROGRAM FOR THE TERM PERIOD FROM OCTOBER 01, 2024 THROUGH SEPTEMBER 30, 2025. FUNDING IS AVAILABLE IN THE WIC PROGRAM GRANT - PUBLIC HEALTH DEPARTMENT FUND.**

**WHEREAS,** The Health and Human Services Commission continues to contract with the City of Laredo to provide public health services to residents of Webb, Duval, Jim Hogg, Zapata, Brooks, Jim Wells, Kleberg and Live Oak counties through the City of Laredo Public Health Department for wellness, nutrition, food supplemental services through the Women, Infants, and Children Program; and

**WHEREAS**, the program provides health screening, nutrition education and counseling, breastfeeding education and counseling, food supplemental services for whole grains, fruits, vegetables and dairy products, referrals to other programs, and immunizations at no cost to high risk, low income, eligible residents who are pregnant, lactating, infants, and children up to age five who are identified to have nutritional risk.

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

**Section 1:** The City Manager is hereby authorized to accept and enter into a continuation contract with the Texas Health and Human Services Commission (HHS) in the amount of $6,149,571.00, with no match for the City of Laredo Public Health Department Women, Infants, and Children (WIC) Program for the term period from October 01, 2024 through September 30, 2025. Funding is available in the WIC Program Grant – Public Health Department fund.

**Section 2:** Funding is available in revenue account 226-0000-323-4003 and the expenditure division is 226-6009 with project number HEWC17 and revenue account 226-0000-323-4037 and the expenditure division 226-6008 with project number HEWI17.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2024.**

**DR. VICTOR D. TREVINO**
**MAYOR**

**ATTEST:**

**MARIO I. MALDONADO JR.**
**CITY SECRETARY**

**APPROVED AS TO FORM**
**DOANH T. NGUYEN, CITY ATTORNEY**

**AMBER R. HOLMES**
**ASSISTANT CITY ATTORNEY**

June 27, 2024

Aryana M. Valdez, WIC Director
City of Laredo Health Department, LA#13

**RE: Notice of Award**

Health and Human Services Commission (HHSC) Women, Infants and Children (WIC) Local Agency Contract #HHS000804900001.

This is a notification of your organization's FY 2025 (October 1, 2024 to September 30, 2025) WIC Local Agency funding.

Your organization will be receiving the funding listed below:

| Project | Project Contact | Project Total $ | Type of Allocation | | |
|---|---|---|---|---|---|
| | | | Admin | Nutrition Education | Breast-feeding |
| Estimated General Admin Funding* | Elsa Rodriguez elsa.rodriguez2@hhs.texas.gov | $5,635,071 | X | X | X |
| Peer Counselor | Asia Sartor asia.sartor@hhs.texas.gov | $240,000 | | | X |
| Registered Dietitian | Stephanie Holland stephanie.holland1@hhs.texas.gov | $130,000 | X | X | X |
| Lactation Services | Zoe Adams zoe.adams@hhs.texas.gov | $40,000 | | | X |
| Lactation Support Center | Betzabel Botello betzabel.botello@hhs.texas.gov | $0 | | | X |
| Dietetic Internship | Melissa Mouton melissa.mouton@hhs.texas.gov | $0 | | X | |
| SNAP-Ed Nutrition Education | Christine Least christine.least@hhs.texas.gov | $0 | | X | |
| SNAP-Ed Breastfeeding | Anna Garcia anna.garcia@hhs.texas.gov | $0 | | | X |
| Extra Funding Summer Meal Program | Marissa Gregurek marissa.gregurek@hhs.texas.gov | $0 | | X | |
| Extra Funding TXIN Internet | Tammye Farmer-Holloman tammye.farmerholloman@hhs.texas.gov | $50,000 | X | | |
| Extra Funding Improving Participant Experience | Amber Oltmann amber.oltmann@hhs.texas.gov | $0 | X | | |

| Project | Project Contact | Project Total $ | Type of Allocation | | |
|---|---|---|---|---|---|
| | | | Admin | Nutrition Education | Breast-feeding |
| Extra Funding Nutrition Education | Akata Sanghani akata.sanghani@hhs.texas.gov | $0 | | X | |
| Extra Funding Other | Tammye Farmer-Holloman tammye.farmerholloman@hhs.texas.gov | $54,500 | X | | |
| Miscellaneous Projects | Tammye Farmer-Holloman tammye.farmerholloman@hhs.texas.gov | $0 | X | | |
| **Total** | | **$6,149,571** | | | |

*Actual General Administrative funding amount is accrued monthly based on Funding Formula Rate (FFR)$17.49: per participant plus any earned incentives.

The Dietetic Internship funding is added based on application only, this funding will be reduced if a selection is not made for your local agency.

**This notice does not relieve the agency from seeking additional approvals as required by WIC Policy.**

For HHSC to track Local Agency expenditures, please submit a separate WIC invoice for reimbursement of actual allowable costs associated with each project. If the reimbursement requested amount is exceeded, the invoice will be returned to the Local Agency for correction and resubmission.

For questions regarding purchase requests, please contact WICLARequests@hhs.texas.gov.

For questions or additional information regarding funding, please contact the assigned Project Contact listed in the table above or email the WIC Clinic Services Financial Liaison, Tammye Farmer-Holloman, at tammye.farmerholloman@hhs.texas.gov.

Sincerely,

Edgar Curtis

Edgar Curtis, Texas WIC Director
Health and Human Services Commission

cc: Joseph W. Neeb, City Manager

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Resolution 40.**

**SUBJECT**
A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept and enter into a continuation contract from the Department of State Health Services for the Family Support/ Community Resources Grant in the amount of $125,000.00, with no match for the City of Laredo Public Health Department for the term period from September 01, 2024 through August 31, 2025. Funds will be accounted in the Laredo Public Health Department Fund- Family Support/Community Resources Grant.

**PREVIOUS COUNCIL ACTION**
On May 15, 2023, Council approved Resolution 2023-R-106.

**BACKGROUND**
The City of Laredo Public Health Department continues to provide a wide range of family support and health care community resource activities for children and young adults with special needs through funding from the Texas Department of State Health Services. Through the Family Support/ Community Resources program, the City of Laredo Public Health Department serves families with children and youth with chronic health care conditions and growth and developmental issues that include respite services, community-based crisis prevention/intervention planning and implementation, assuring families access to care and support services, educational outreach trainings/workshops, parent to parent networking and support, and other activities that support children/youth with special health care needs and their families living in the community.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Staff recommends that Council approves the Resolution.

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2024 |
| Budgeted Y/N?: | N |
| Source of Funds: | FSCR Grant |
| Account #: | 226-6040 |
| Change Order: Exceeds 25% Y/N: | N/A |

**FINANCIAL IMPACT:**
The revenue account is 226-0000-323-4092 and the expense account is 226-6040 with project number HEFR06.

**2024-R-249**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO A CONTINUATION CONTRACT FROM THE DEPARTMENT OF STATE HEALTH SERVICES FOR THE FAMILY SUPPORT/ COMMUNITY RESOURCES (FSCR) GRANT IN THE AMOUNT OF $125,000.00, WITH NO MATCH FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT FOR THE TERM PERIOD FROM SEPTEMBER 01, 2024 THROUGH AUGUST 31, 2025. FUNDS WILL BE ACCOUNTED IN THE LAREDO PUBLIC HEALTH DEPARTMENT FUND- FAMILY SUPPORT/COMMUNITY RESOURCES GRANT.**

**WHEREAS,** the City of Laredo Public Health Department continues to provide a wide range of family support and health care community resource activities for children and young adults with special needs through funding from the Texas Department of State Health Services; and

**WHEREAS**, through the Family Support/ Community Resources Program, the City of Laredo Public Health Department serves families with children and youth with chronic health care conditions and growth and developmental issues that include respite services, community-based crisis prevention/intervention planning and implementation, assuring families access to care and support services, educational outreach trainings/workshops, parent to parent networking and support, and other activities that support children/youth with special health care needs and their families living in the community.

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

**Section 1:** The City Manager is hereby authorized to accept and enter into a continuation from the Department of State Health Services for the Family Support/ Community Resources Grant in the amount of $125,000.00, with no match for the City of Laredo Public Health Department for the term period from September 01, 2024 through August 31, 2025. Funds will be accounted in the Laredo Public Health Department Fund - Family Support/Community Resources Grant.

**Section 2:** Funding is available in revenue account 226-0000-323-4092 and the expenditure division is 226-6040 with project number HEFR06.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2024.**

**DR. VICTOR D. TREVINO**
**MAYOR**

**ATTEST:**

**MARIO I. MALDONADO JR.**
**CITY SECRETARY**

**APPROVED AS TO FORM**
**DOANH T. NGUYEN, CITY ATTORNEY**

**AMBER R. HOLMES**
**ASSISTANT CITY ATTORNEY**

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Consent Agenda 41.**

**SUBJECT**
Consideration to approve and enter into a continuation lease agreement in the amount of $1,700.00 per month for a total of $102,000.00 between the City of Laredo and Juan Medina to allow the City of Laredo Public Health Department to continue to operate on the property situated at 101 1st Street Zapata, TX 78076 for the Women, Infants, and Children (WIC) nutrition, supplemental and health promotion programs for term of October 1, 2024 through September 30, 2029, contingent of funding availability. Funding is available in the Laredo Public Health Department Fund- Women, Infants, and Children (WIC) Program Grant.

**PREVIOUS COUNCIL ACTION**
On August 19, 2019, council approved Motion for lease renewal agreement.

**BACKGROUND**
The Women, Infants and Children (WIC) nutrition, supplemental and Health Promotion Programs of the City of Laredo Public Health Department currently operate and provide services from eight sites located throughout Webb County and provide an array of services including eligibility, certification, nutrition education, counseling, immunizations, food supplement voucher distribution, and numerous other health promotion services.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Staff recommends that Council approves the Motion.

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2024 |
| Budgeted Y/N?: | Y |
| Source of Funds: | Public Health Department - WIC Grant |
| Account #: | 226-6009-543-3710 |
| Change Order: Exceeds 25% Y/N: | N/A |

**FINANCIAL IMPACT:**
Funding is available in Laredo Public Health Department WIC Program Grant. Account 226-6009-543 -3710

# AGREEMENT

**STATE OF TEXAS**

**COUNTY OF WEBB**

This Lease Agreement is entered into between the City of Laredo (LESSEE), a home rule city and local government of the State of Texas, and Juan Medina (LESSOR) to allow the City of Laredo to continue to operate on the property located at 1011st Street in Zapata, TX 78076 in Zapata County for the use by the Woman, Infant, and Children's (WIC) Program and other health promotion programs of the City of Laredo Public Health Department.

In consideration of the promises and of the mutual convents and agreements contained in this agreement, the parties hereby agree as follows:

## ARTICLE I
## RESPONSIBILITIES OF THE CITY OF LAREDO (LESSEE)

1. The City of Laredo is solely responsible for site preparation, parking, and landscaping as may be needed.
2. Provide all necessary general, property and liability insurance with regards to the building, including the contents and the delivery of health services and will be responsible for any property taxes.
3. Provide routine building maintenance including the plumbing and air conditioning systems, and fixtures as well as custodian services and security as needed for the facility: and assure that the premises are in good order at all times.
4. Agree to comply with all laws, rules, orders, and regulations with regards to the leased property.
5. Provide periodic cleanups should littering on the property of the proposed facility becomes a problem.
6. Provide adequate lighting for the site.

## ARTICLE II
## RENT

1. The City of Laredo agrees to pay LESSOR no more than **one thousand, seven hundred dollars ($1,700.00) per month** during the term of the lease.
2. The monthly rentals, provided for herein shall be due and payable to LESSOR on the first day of the month for which said rentals are due.

## ARTICLE III
## TERM

This agreement shall be for a term of **five (5) years from October 1, 2024 to September 30, 2029** and may be renewed at the end of this term, provided that any such renewal shall be by written amendment to this agreement duly approved by the governing bodies of the City of Laredo and LESSOR.

**ARTICLE IV**
**LIABILITY**

To the extent permitted by law, the City agrees to hold LESSOR harmless with regards to liability for claims or demands of any nature or damages, whether monetary or otherwise, that may grow out of or arise from the placement of the modular building or as a result of conducting and carrying out the work and programs under this agreement; and does hereby indemnify and hold LESSOR harmless from any and all claims, damages, loss or liability of any kind whatsoever, by reason of injury to the person or property of any person. The parties expressly acknowledge that the City's authority to indemnify and/or hold harmless any third party governed by Article XI, Section 7 of the Texas Constitution. Nothing in this Agreement requires that funds be assessed or collected or that a sinking fund be created.

**ARTICLEV**
**TERMINATION**

The agreement may be terminated by either party upon receipt of **thirty (30)** days prior written notice or the end of the term of this agreement.

**ARTICLE VI**
**AMENDMENT**

This agreement may be amended through the mutual consent of both parties in writing to be attached and incorporated onto this agreement.

**ARTICLE VII**
**NOTICES**

Any notices which are required hereunder or which either Mr. Juan Medina or the City of Laredo may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited by United States Certified mail, postage prepaid, return receipt requested; addressed to LESSOR as follows:

Mr. Juan Medina
P.O. Box 143
Zapata, TX 78076

Or addressed to the City of Laredo as follows:

City of Laredo Public Health Department
2600 Cedar
Laredo, TX 78040

This agreement has been approved by the City Council of the City of Laredo on the ___day of _____, 202__.

SIGNED, in duplicate originals, on this the _____ day of _____, 202___.

CITY OF LAREDO:

By: _____
Joseph W. Neeb Date
City Manager

RECOMMENDED

By: _____
Richard A. Chamberlain Date
DrPH, MPH, CPHA, CPM, CHW, RS
Director of Public Health

APPROVED AS TO FORM
Doanh T. Nguyen, City Attorney

By: _____
Amber R. Holmes Date
Assistant City Attorney

ATTESTED

By: _____
Mario I. Maldonado, Jr. Date
City Secretary

LESSOR:

By: _____
Juan Medina Date

Address to where reimbursement will be sent:

_____

_____

_____

Tax ID Number:

_____

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Consent Agenda 42.**

**SUBJECT**
Authorizing a first request for an extension of Injury Leave with pay in accordance with 143.073 (b) of the Texas Local Government Code for Patrol Officer Brian A. Siegfried of 200 working days. Both the Human Resources Department and the Police Department recommend an extension. Funding is available in the General Fund-Police Department Fund.

**PREVIOUS COUNCIL ACTION**
N/A

**BACKGROUND**
- Patrol officer Brian A. Siegfried suffered a work-related injury on November 26, 2022.
- August 28, 2024- 260th day
- This would be his first extension, giving him a combined total amount of 460 days
- Recommended extension days are consistent with best practice days according to the official Disabilities Guidelines.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Extension of 200 working days. Work days recommended may be subject to minor variations depending on medical assessment and/or employee work schedule.

**Fiscal Impact**

| | |
|---|---|
| Fiscal Year: | 2024 |
| Budgeted Y/N?: | Y |
| Source of Funds: | General Fund-Police |
| Account #: | 101-2366-521-1110 |
| Change Order: Exceeds 25% Y/N: | N/A |

**FINANCIAL IMPACT:**
Funding is available in General Fund-Police Department Fund.

Search for additional conditions

REFINE

Anterior Cruciate Ligament Repair : [ACL Repair] x | Anterior Cruciate Ligament Reconstruction x

Home | Duration | Treatment | TAO Index | Formulary | Costs | Job Profile

Print | Copy URL

# Anterior Cruciate Ligament Repair

MedlinePlus

Durations
Best Practice Scenarios
CPT
Additional Clinical Content for Medical Topic(s)
Anterior Cruciate Ligament Repair

Day 0 | Day 50 | Day 100 | Day 150 | Day 200

Today | RTW Prescription | Best Practice Average

☐ Add Claim ID and contact info (for printing/documentation)?

**A**
**Average**
213 Days
Benchmark against the actual outcomes data

**B**
**Best Practice**
208 Days
Manage toward the best practice duration

Show Video Links

55.06
**Risk Score**
**Caution**

## Anterior Cruciate Ligament Repair

| All Classes |
| --- |
| Sedentary |

## Codes related to this topic

CPT Codes

## Additional Clinical Content for Medical Topic(s)

**Anterior Cruciate Ligament Repair**

Tab View

- Anatomy and Background
- Description of Procedure
- Alternatives to Procedure
- History and Physical Examination
- Imaging, Laboratory, and Other Tests
- Related Terms
- Treatment and Recovery
- Risk Factors
- Comorbidities
- Collaborating for Recovery

### Anatomy and Background

- Anterior cruciate ligament (ACL) repair may be performed to restore knee stability, function, and prevent long-term degeneration (eg, arthritis) of the knee.(1 (citation.aspx?citationtype=GT&citationid=2531391)) (2 (citation.aspx?citationtype=GT&citationid=2533435))
  - The knee is a weight-bearing joint that enables both flexion and extension of the lower leg.
  - The 4 main ligaments that hold the bones of the knee in place are the ACL, lateral collateral ligament, medial collateral ligament, and posterior cruciate ligament.
  - The ACL is composed of 2 bundles that contribute to knee stability; injuries most often involve both bundles.
- The ACL is the most commonly injured ligament of the knee.(3 (citation.aspx?citationtype=GT&citationid=2713269))

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| A | B |
|---|---|
| **Average** | **Best Practice** |
| 213 Days | 208 Days |
| Benchmark against the actual outcomes data | Manage toward the best practice duration |

Job Class: Very Heavy

Surgery or Hospital Stay

Opioids <15 Days

## Anterior Cruciate Ligament Repair

| *Very Heavy* | | |
|---|---|---|
| **Scenario** | **Activity Level** | **Duration in Days-** |
| No data available in table | | |

## Codes related to this topic

CPT Codes

### Additional Clinical Content for Medical Topic(s) - Anterior Cruciate Ligament Repair

### Anatomy and Background

- Anterior cruciate ligament (ACL) repair may be performed to restore knee stability, function, and prevent long-term degeneration (eg, arthritis) of the knee.(1 (citation.aspx?citationtype=GT&citationid=2531391))(2 (citation.aspx?citationtype=GT&citationid=2533435))
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  - The 4 main ligaments that hold the bones of the knee in place are the ACL, lateral collateral ligament, medial collateral ligament, and posterior cruciate ligament.
  - The ACL is composed of 2 bundles that contribute to knee stability; injuries most often involve both bundles.
- The ACL is the most commonly injured ligament of the knee.(3 (citation.aspx?citationtype=GT&citationid=2713269))

- Alternatives that may be considered include conservative treatment, including:(5 (citation.aspx?citationtype=GT&citationid=2531392)):
  - Activity modification
  - Exercise (eg, muscle strengthening, range of motion, walking)
  - Medication (eg, analgesic, nonsteroidal anti-inflammatory drug)
  - Mobility aid (eg, functional knee brace)
  - Physical therapy

## History and Physical Examination

- A complete preoperative evaluation is performed to determine whether there is anything in the individual's overall condition that would affect the planned surgery and typically includes the following(6 (citation.aspx?citationtype=GT&citationid=2507117)):
  - History and physical examination (preoperative medical evaluation/risk assessment), including:
    - Current health complaint, including nature and impact of symptoms (eg, difficulty or inability to bear weight on affected extremity or walk, hemarthrosis, knee locking or swelling, limited or loss of range of motion)(3 (citation.aspx?citationtype=GT&citationid=2713269))
    - Duration/frequency of health condition or injury
    - Exposure to any (potentially) hazardous substances
    - Individual's mental and physical health history, including allergies (eg, environmental, latex, medication), existing health concerns and comorbid illnesses, medication reconciliation, and treatments
    - Mechanism of injury or precipitating event(s) (eg, landing, twisting, valgus [side] blow to the knee) associated with onset of health condition or pain (eg, side or back of knee pain)(3 (citation.aspx?citationtype=GT&citationid=2713269))(7 (citation.aspx?citationtype=GT&citationid=2713305))
    - Social history, including current/prior use of alcohol, drugs, or nicotine (eg, chewing tobacco [dip], cigarettes, e-cigarettes [vaping products])
    - Work description and history
  - Informed consent
  - Mobility and position changes postoperatively
  - Pain characteristics, including anticipated levels of postoperative pain
  - Preoperative restrictions (eg, food and fluid restrictions prior to surgery)

## Imaging, Laboratory, and Other Tests

- Diagnostic testing that may be performed to determine the need for anterior cruciate ligament repair includes:
  - Diagnostic imaging: MRI and x-ray(3 (citation.aspx?citationtype=GT&citationid=2713269))
  - Laboratory testing is not routinely indicated.
- Diagnostic testing that may be performed as part of a preoperative evaluation includes(6 (citation.aspx?citationtype=GT&citationid=2507117))(8 (citation.aspx?citationtype=GT&citationid=2540765)):
  - Diagnostic imaging: CXR
  - Laboratory testing: albumin, blood type and screen, CBC (eg, hemoglobin, RBCs, WBCs), and chemistries (eg, BUN, creatinine, electrolytes, glucose)
  - Special diagnostic testing: ECG, pulmonary function testing, stress testing, and urine pregnancy screening

- Risk factors that may complicate anterior cruciate ligament repair include(4 (citation.aspx?citationtype=GT&citationid=2533251))(6 (citation.aspx?citationtype=GT&citationid=2507117))(9 (citation.aspx?citationtype=GT&citationid=2708904))(10 (citation.aspx?citationtype=GT&citationid=2531844)):
    - Functional status (eg, amputee, deformity), mobility (eg, assistive device dependent), or physical condition (eg, exercise intolerance, muscular atrophy)
    - History of acute illness < 1 month prior to surgery (eg, MI, pneumonia, sepsis, thrombus)
    - Medication (eg, alkylating agent, anticoagulant, anticonvulsant, contraception or hormone replacement therapy, insulin, steroid)
    - Mental status (eg, cognitive deficit)
    - Multiple comorbidities (eg, cancer, diabetes, ischemic heart disease, renal disease)
    - Nutritional status (eg, BMI, health conscious)
    - Recent surgery (eg, artificial joint or valve, CABG, organ transplant, stent)
    - Reproductive factor (eg, postmenopausal, postpartum, pregnant)
    - Severity of health condition (eg, bursitis, tendinitis, tendinosis) or injury requiring surgery (eg, concomitant injury, effusion, hidden lesion)
    - Use of alcohol, drugs, or nicotine

## Comorbidities

- Coexisting mental or physical diagnoses that may influence outcome and recovery include(6 (citation.aspx?citationtype=GT&citationid=2507117))(9 (citation.aspx?citationtype=GT&citationid=2708904))(11 (citation.aspx?citationtype=GT&citationid=2518855)):
    - Advanced age
    - Autoimmune disorder (eg, irritable bowel syndrome, multiple sclerosis, rheumatoid arthritis)
    - Cardiovascular disease (eg, CAD, heart failure, hypertension, stroke, valvular insufficiency)
    - Chronic pain syndrome (eg, neuropathic, nociceptive)
    - Diabetes
    - Hematologic condition (eg, anemia, hemophilia or thrombophilia, sickle cell anemia)
    - Hepatic disease (eg, cirrhosis, hepatitis)
    - Mental health condition (eg, anxiety, depression, posttraumatic stress disorder)
    - Neurologic disease (eg, epilepsy)
    - Obesity/overweight
    - Pulmonary disease (eg, COPD, obstructive sleep apnea)
    - Renal disease (eg, chronic kidney disease, renal insufficiency)
    - Substance abuse (eg, alcohol, drugs, nicotine)

## Collaborating for Recovery

### *Questions to Ask the Clinician*

#### Return to Work (RTW)

activities of daily living or work functions?

- What medications is the claimant taking that may be habit forming or could interfere with essential job duties, modified work, or normal activities?

### Treatment

- The following questions can be used to facilitate a conversation with the claimant's clinician about the claimant's treatment plan(12 (citation.aspx?citationtype=GT&citationid=2702566))(13 (citation.aspx?citationtype=GT&citationid=2532411)):
  - What is the prognosis for this claimant's recovery over the next 2 weeks? The next 3 and 6 months?
  - What comorbid mental or physical health conditions are impacting recovery?(15 (citation.aspx?citationtype=GT&citationid=2803143))
  - Does the health condition affect the claimant's dominant extremity?
  - What other factors are preventing the claimant from engaging with the prescribed treatment plan or reaching their residual functional capacity?(16 (citation.aspx?citationtype=GT&citationid=2517737))
  - Do the claimant's subjective symptoms correlate with objective findings and your holistic clinical assessment? (Is the claimant misinterpreting bodily symptoms?)
  - What diagnostic tests were utilized to confirm the diagnosis or the cause of persistent or progressive symptoms?
  - Is the claimant expressing factors that may indicate a delay in care or prolonged recovery such as(15 (citation.aspx?citationtype=GT&citationid=2803143)):
    - Catastrophizing or thinking the worst about their health condition (eg, fear avoidance, fear of reinjury)(17 (citation.aspx?citationtype=GT&citationid=2803144))(18 (citation.aspx?citationtype=GT&citationid=2803146))
    - Complaining of poor sleep
    - Demonstrating a passive approach to treatment
    - Feeling depressed, irritable, or useless, or having an overprotective partner/spouse
    - Increasing their consumption of alcohol or similar substances of abuse (eg, opiates)
    - Showing disinterest in social activity or withdrawal from normal activity(19 (citation.aspx?citationtype=GT&citationid=2518113))
  - How have family and other social supports been involved in the treatment plan?
  - How long is treatment expected to last?
  - Does the claimant require an inpatient, intensive outpatient, or partial hospitalization treatment program?
  - What modifications to the treatment plan have been tried or are being considered?
  - What forms of conservative or psychosocial treatment remain?
  - Does the claimant believe that pain is harmful, causing avoidance of or poor adherence to prescribed exercises or treatment modalities?(15 (citation.aspx?citationtype=GT&citationid=2803143))
  - Does the claimant believe that pain is uncontrollable?(15 (citation.aspx?citationtype=GT&citationid=2803143))
  - When opioids have been prescribed:
    - How was it determined that the claimant was a suitable candidate for opioid analgesia (eg, benefits outweigh risks based on assessment using a validated screening tool)?
    - How are ongoing screening and monitoring performed to continually assess for abuse, diversion, efficacy, misuse, and safety?
      - Is the claimant adherent to the medication treatment plan?
      - Do random urine drug screen results correlate with prescribed medications?
      - Is there a certified agreement in the medical record between the claimant and the clinician addressing issues of clinician/pharmacy/physician shopping, diversion, illegal drug use, prescription management/reconciliation, use of other substances that may impact the opioids' effects or treatment, and use of substances with potential for abuse/addiction?

- Do you have consistent and reliable access to affordable and nutritious food?
- What is your housing like? Is it enough? Is it secure/stable?
- What is your neighborhood like? Is it safe?
- Do you have medical insurance and/or a primary care clinician?
- Do you have difficulties accessing medical care (eg, primary treating clinician, specialists), medications, or physical treatments (eg, occupational/physical therapy)?
- Do you have consistent and reliable access to transportation?
- What social supports (eg, church, community, family, friends) do you have?
- Are you out of work or unhappy about your work situation? Who has helped you explore other educational/work opportunities and the transferrable skills you have for other lines of work?
- Do you have any safety concerns (eg, fear of partner or ex-partner; emotional, physical, or sexual abuse)?

### Other Concerning Factors

- The following questions can be used to facilitate a conversation with the claimant about other factors that may affect the claimant's recovery(13 (citation.aspx?citationtype=GT&citationid=2532411))(21 (citation.aspx?citationtype=GT&citationid=2803145)):
  - Do you have confidence in your clinician?
  - Do you feel respected, supported, and understood by the clinician?
  - Do you feel the clinician cares about you and wants to help you get better? What does "better" mean to you?
  - How does your current level of function compare to your baseline level (ie, the level before the onset of your current health condition)?
    - What percentage of activities can you perform today as compared to your baseline level?
    - Do you expect to regain 100% of your baseline level of function?(15 (citation.aspx?citationtype=GT&citationid=2803143))
    - What would help you get back to 100% of your baseline level of function?(15 (citation.aspx?citationtype=GT&citationid=2803143))
    - Are you able to care for yourself (eg, bathing, dressing, feeding)?
    - Are you able to care for those you were responsible for prior to developing your health condition?
    - What differences are there between your functional ability at home vs work? (What activities are easier or harder at home or work?)
  - How do you feel about your current treatment plan? Do you feel you are progressing toward return to work (RTW)?
  - Is your pain controlled? If not, what can be done to control it?(15 (citation.aspx?citationtype=GT&citationid=2803143))
  - What questions or concerns do you have about your treatment plan (eg, medications, tests, treatments)?
  - What are your largest barriers to recovering?
  - Who can you talk to about your barriers, concerns, or questions?
  - What type of work do you do? (Is there a work description?)
    - What did you and your clinician discuss about you returning to work?
    - How do you feel about returning to work?
    - Are you concerned that the physical demands of your work might cause you reinjury or delay your ability to RTW?(15 (citation.aspx?citationtype=GT&citationid=2803143))
    - Are there stressful elements to your work that might be difficult when you first RTW?
    - When do you expect to RTW? Full duty?
    - Do you feel your work could be modified so you could RTW sooner?(15 (citation.aspx?citationtype=GT&citationid=2803143))
    - Do you feel supported at work?(15 (citation.aspx?citationtype=GT&citationid=2803143))

clinical findings, or there is conflicting or inconclusive documentation to support the delay in recovery.

- Claimant requires assessment to determine if maximum medical improvement (MMI) has been reached and provide a deficit rating.
- Clinician has noted return to work (RTW) with permanent restrictions.

- Peer review can be considered for 1 or more of the following situations(24 (citation.aspx?citationtype=GT&citationid=2709494)):
  - Claimant has reached MMI with a deficit rating.(18 (citation.aspx?citationtype=GT&citationid=2803146))
  - Clinician has noted RTW with permanent restrictions.(23 (citation.aspx?citationtype=GT&citationid=2532382))
  - Clinician has not referred claimant to an appropriate specialist despite objective evidence of the health condition greatly impacting the claimant's functional abilities, delaying appropriate treatment or prolonging recovery.
  - Clinician has requested services that do not meet guidelines, medical necessity, or standards of care.
- Vocational rehabilitation can be considered for 1 or more of the following situations(12 (citation.aspx?citationtype=GT&citationid=2702566))(13 (citation.aspx?citationtype=GT&citationid=2532411))(24 (citation.aspx?citationtype=GT&citationid=2709494))(25 (citation.aspx?citationtype=GT&citationid=2532355)):
  - Claimant is not adherent to or is not participating in prescribed treatment plan.
  - Claimant requires assessment of transferrable skills and education to facilitate transition into a different line of work (ie, career switch).
  - Claimant requires adaptive equipment to support RTW.
  - Clinician has not identified barriers to work and has not provided an RTW plan.
  - Employer does not know how or is unable to accommodate claimant's RTW.
  - Employer requires help engaging with clinician to develop RTW accommodations.

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**Return to Work Summary Form**
**RTW 260 Day Committee Meeting Date:**
**Employee Meeting Date:**

| |
|---|
| **Name: Brian A. Siegfried DOB: 08/06/1996 SS#: 4098 DOH: 07/31/2019** |
| **Address: 724 Alborada Dr. Dept. /Position: Police Patrol Officer/ Adjuster: Norma Acosta** |
| **DOI: 11/26/2022 180 days: ends on 12/27/2024 260th Day: 08/28/2024** |
| **1st extension: pending. On city council agenda for August 5, 2024** |
| |
| **Mechanism of Injury: Employee was involved in a struggle. Perpetrator fell on officer's right knee while resisting arrest.** |
| |
| **Diagnosis:** |
| **Contusion of Right knee** |
| **Right knee sprain** |
| **Anterior Cruciate Ligament Repair** |
| |
| **Body Part(s):** |
| **Right knee** |
| |
| **Medications:** |
| **OTC** |
| |
| **Treating Physician:** |
| |
| **Dr. David H. Cruz / Melissa Gonzalez FNP** |
| |
| **Consulting Physician:** |
| |
| **Dr. Stephen Bell/ Dr. Carlos Navarro PA** |
| **Dr. Jason DeFrancis** |
| |
| ***Examination(s):*** |
| Xray of femur/tibia/fibula: 11/26/2022 |
| Xray of Right knee: 11/26/2022 |
| MRI w/o contrast of Right knee: 11/29/2022 |
| 2nd MRI w/o contrast of Right knee: 06/22/2023 |
| MR right knee with contrast: 01/10/2024 |
| |
| **Procedure/s/Surgery:** |
| ***1st surgery: Surgery on for 1/25/2022*** |
| ***2nd surgery: Surgery on 07/25/2023*** |
| ***3rd surgery: Surgeon on 06/07/2024*** |
| ***Injections: Received injection by Dr DEFRANCIS ON 2/22/2024*** |
| |
| **CPT** |

| |
|---|
| **ICD-10:** |
| **M25.561- knee pain Right** |
| **S83.261A - Peripheral tear of lateral meniscus** |
| **S83.91XA Right knee sprain** |
| **M24.10 – Defect of articular cartilage** |
| **S80.01XA- Right knee contusion** |
| **29888- ACL repair** |
| |
| **Prognosis: Fair** |
| |
| **Physical therapy:** |
| **Sessions Completed at LSM in 2022 after 1st surgery** |
| **07/28/2023- Advanced Physical Therapy after 2nd surgery** |
| Pending Therapy after 3rd surgery |
| |
| **Work conditioning:** N/A |
| **Work Hardening:** N/A |
| **Date of FCE:** N/A |
| **FCE results:** N/A |
| **DD:** N/A |
| **Impairment rating:** N/A **IME Date:** N/A |
| **MMI Date:** N/A |
| **BRC:** N/A **CCH**: N/A |
| **IRO:** N/A |
| |
| **Pending Doctor's appointment (s):** |
| **Name: Dr. Jason DeFrancis - Date: 06/20/2024** |
| |
| **Name: EHW Dr. David H. Cruz/ Melissa Gonzalez FNP Date: 06/13/2024** |
| |
| **Treatment Concerns:** Pending outcomes. |
| |
| **Future Treatment Plan:** Surgery done. Pending to start Physical Therapy. |
| |
| **Annual Leave:** |
| **Sick Leave:** |
| **RTW Compliance: Yes** |
| **Notes:** |
| Employee was involved in a struggle. X-rays, 2 MRIs & 1 MR w/contrast were done. Employee has seen two specialists. Employee chose Dr. Stephen Bell as his first Ortho specialist. He underwent 2 surgeries with Dr. Stephen Bell but continued with Right knee issues/pain. He decided to change Ortho specialist to Jason DeFrancis. He had steroid injections with Dr. Jason DeFrancis which did not have a prolonged effect. Outcome was unfavorable on all three procedures. 3rd Surgery done on 06/07/2024. Follow-up on 06/13/2024 with Dr. David Cruz. Follow-up on 06/20/2024 with Dr. Jason DeFrancis. |
| - ESI 02/22/2024 |
| -1st surgery: 1/25/2022 |
| - 2nd surgery: 07/25/2023 |

| |
|---|
| 3rd surgery: 06/07/2024 |
| -MRIs w/o contrast: 11/29/2022; 06/22/2023 |
| -MR of right knee with contrast - 01/10/2024 |
| - 260th day: **08/28/2024** |
| - 1st extension pending. Will be discussed on August 5, 2024 Council Meeting. |

## City Council

**Meeting Date:** 8/5/2024 **Resolution 43.**

**SUBJECT**
A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept additional funds in the amount of $1,598,165.00 from the Commission on State Emergency Communications to fund the NG9-1-1 program in the amount of $98,165.00 and equipment budget in the amount of $1,500,000.00 on FY 2024 for the South Texas Region, including Jim Hogg, Starr, Webb, and Zapata Counties, to make a total amount on the biennium $7,195,515.00 for the period beginning September 1, 2023, through August 31, 2025. Funding will be available in the Regional 9-1 -1 Fund.

**PREVIOUS COUNCIL ACTION**
N/A

**BACKGROUND**
The City of Laredo approved Resolution 2003-R-066, requesting that the Commission on State Emergency Communications designate the City of Laredo as the administrator of the Region's 9-1-1 Emergency Communication System. At the February 4, 2004, meeting, the Commission on State Emergency Communications designated the City of Laredo as the Administrator for the Region's 9-1-1 System, which became effective March 1, 2004. As administrators for the South Texas Development Council (STDC), the City of Laredo oversees the four county regions of Jim Hogg, Starr, Webb, and Zapata. The agreements with these entities are contracted with the City of Laredo beginning September 1, 2023, and ending on August 31, 2025.

The Commission on State Emergency Communications (CSEC) has awarded $4,636,493.00 to the City of Laredo 9-1-1 Regional Administration for FY 2024 and awarded $2,559,022.00 for FY 2025 for 9-1-1 Program and Equipment expenses.

This grant allocation allows the 9-1-1 Regional Administration to administer the 9-1-1 Program for the South Texas Region, including maintaining state compliance measures for the eight (8) Public Safety Answering Points (Laredo Police Department, Webb County Sheriff's Office, Jim Hogg County Sheriff's Office, Starr County Sheriff's Office, Rio Grande Police Department, Roma Police Department, Zapata County Sheriff's Office, and the Backup Training Center), maintaining the 9-1-1 Database, Equipment Replacement, and coordinating 9-1-1 Public Education efforts.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Staff recommends approval.

**Fiscal Impact**

| | |
|---|---|
| Fiscal Year: | 2024-2025 |
| Budgeted Y/N?: | No |
| Source of Funds: | 911 Regional Fund |
| Account #: | 258 |
| Change Order: Exceeds 25% Y/N: | No |

**FINANCIAL IMPACT:**
Designated project for this schedule is RCOM24.

| Fund | Annual Budget | Amendment | Amended Budget |
|---|---|---|---|
| Revenues: 9-1-1 Regional Fund | $3,038,328.00 | $1,598,165.00 | $4,636,493.00 |
| Expenditures: 9-1-1 Regional Fund | $3,038,328.00 | $,1598,165.00 | $4,636,493.00 |

RESOLUTION NO. 2024-R-243

AUTHORIZING THE CITY MANAGER TO ACCEPT ADDITIONAL FUNDS IN THE AMOUNT OF $1,598,165.00 FROM THE COMMISSION ON STATE EMERGENCY COMMUNICATIONS TO FUND THE NG911 PROGRAM IN THE AMOUNT OF $98,165.00 AND EQUIPMENT BUDGET IN THE AMOUNT OF $1,500,000.00 ON FY 2024 FOR THE SOUTH TEXAS REGION, INCLUDING JIM HOGG, STARR, WEBB, AND ZAPATA COUNTIES, TO MAKE A TOTAL ON THE BIENNIUM OF 7,195,515.00 FOR THE PERIOD BEGINNING SEPTEMBER 1, 2023 THROUGH AUGUST 31, 2025.

WHEREAS, on September 19, 2022 City Council adopted the 9-1-1 Regional Administration fiscal year 2022-2023 annual budget (RCOM24); and

WHEREAS, on September 18, 2023, City Council adopted the 9-1-1 Regional Administration fiscal year 2023-2024 annual budget (RCOM25); and

WHEREAS, the City of Laredo on September 18, 2023 accepted a grant from the Commission on State Emergency Communications (CSEC) to fund the 9-1-1 Program and Equipment budgets for the South Texas Region for Fiscal Years 2024-2025; and

WHEREAS, the City of Laredo will accept an additional funds to grant from the Commission on State Emergency Communications (CSEC) to fund the Equipment budgets for the South Texas Region for Fiscal Year 2024; and

WHEREAS, on July 26, 2023, the Commission on State Emergency Communications approved the FY 2024 and FY 2025 Strategic Plan for South Texas 9-1-1 Region, as administered by the City of Laredo; and

WHEREAS, the Strategic Plan authorizes expenses for all administrative, program, and capital budgets for South Texas Region, including Jim Hogg, Starr, Webb and Zapata Counties; and

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

Section 1:
The City of Laredo 9-1-1 Regional Administration will accept a grant from the Commission on State Emergency Communications to fund 9-1-1 program and equipment budgets in order to administer the 9-1-1 Service Program in the South Texas Region.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2023.

_____
DR. VICTOR TREVIÑO
MAYOR

ATTEST:

Mario I. Maldonado, Jr.
CITY SECRETARY

APPROVED AS TO FORM:
CITY ATTORNEY

Doanh "Zone" T. Nguyen
CITY ATTORNEY

# ATTACHMENT "A" - Method of Finance
# 2024 - 2025 RECIPIENT 9-1-1 COSTS SUMMARY
## Summary Costs Approved for Allocation for South Texas Development Council - City of Laredo

| 2024 | | | | | | |
|---|---|---|---|---|---|---|
| **Method of Finance** | **Administration** | **Program** | **NG911 Program** | **Equipment** | **NG911 Equipment** | **2024 Total** |
| 9-1-1 Service Fees | $ - | $ 2,232,110 | $ - | $ 141,000 | $ - | **$ 2,373,110** |
| CSEC 9-1-1 Equalization Surcharge | $ - | $ - | $ - | $ - | $ - | **$ -** |
| General Revenue | $ - | $ - | $ - | $ 1,500,000 | $ - | **$ 1,500,000** |
| Next Generation 9-1-1 Service Fund | $ - | $ - | $ 488,529 | $ - | $ 274,854 | **$ 763,383** |
| **2024 Total** | **$ -** | **$ 2,232,110** | **$ 488,529** | **$ 1,641,000** | **$ 274,854** | **$ 4,636,493** |

| **Commission Meeting Approved Budget** | **Administration** | **Program** | **NG911 Program** | **Equipment** | **NG911 Equipment** | **2024 Total** |
|---|---|---|---|---|---|---|
| 2023 - Jul: Original Budget | $ - | $ 2,232,110 | $ 390,364 | $ 141,000 | $ - | **$ 2,763,474** |
| 2023 - Sep | $ - | $ - | $ - | $ - | $ 274,854 | **$ 274,854** |
| 2024 - May | $ - | $ - | $ 98,165 | $ 1,500,000 | $ - | **$ 1,598,165** |
| **2024 Total** | **$ -** | **$ 2,232,110** | **$ 488,529** | **$ 1,641,000** | **$ 274,854** | **$ 4,636,493** |

With my signature on page two, I agree to and acknowledge the Approved Budget limits described as the "Current Approved Budget."

934

NOTE:
S.B. 8, 87th Leg., 3rd **appropriated** Next Generation 9-1-1 (NG9-1-1) Service Fund. H.B. 2911 and H.B. 2896, 87th Leg., R.S. **created** the NG911 Service Fund.

# ATTACHMENT "A" - Method of Finance
# 2024 - 2025 RECIPIENT 9-1-1 COSTS SUMMARY
## Summary Costs Approved for Allocation for South Texas Development Council - City of Laredo

| 2025 | | | | | | |
|---|---|---|---|---|---|---|
| **Method of Finance** | **Administration** | **Program** | **NG911 Program** | **Equipment** | **NG911 Equipment** | **2025 Total** |
| 9-1-1 Service Fees | $ - | $ 2,368,970 | $ - | $ - | $ - | **$ 2,368,970** |
| CSEC 9-1-1 Equalization Surcharge | $ - | $ 190,052 | $ - | $ - | $ - | **$ 190,052** |
| General Revenue | $ - | $ - | $ - | $ - | $ - | **$ -** |
| Next Generation 9-1-1 Service Fund | $ - | $ - | $ - | $ - | $ - | **$ -** |
| **2025 Total** | **$ -** | **$ 2,559,022** | **$ -** | **$ -** | **$ -** | **$ 2,559,022** |

| **Commission Meeting Approved Budget** | **Administration** | **Program** | **NG911 Program** | **Equipment** | **NG911 Equipment** | **2025 Total** |
|---|---|---|---|---|---|---|
| 2023 - Jul: Original Budget | $ - | $ 2,559,022 | $ - | $ - | $ - | **$ 2,559,022** |
| **2025 Total** | **$ -** | **$ 2,559,022** | **$ -** | **$ -** | **$ -** | **$ 2,559,022** |

With my signature below, I agree to and acknowledge the Approved Budget limits described as the "Current Approved Budget."

Andrew Friedrichs

Andrew Friedrichs, Executive Director - CSEC

6/26/2024

Date

Joseph Neeb, City Manager - South Texas Development Council - City of Laredo

Date

935

NOTE:
S.B. 8, 87th Leg., 3rd **appropriated** Next Generation 9-1-1 (NG9-1-1) Service Fund. H.B. 2911 and H.B. 2896, 87th Leg., R.S. **created** the NG911 Service Fund.

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Consent Agenda 44.**

**SUBJECT**
Consideration to authorize the City Manager to purchase network switches to replace at several city locations in the amount of $196,742.00 from Computer Solutions, San Antonio, Texas, through the State of Texas DIR contract DIR-TSO-4167. Funding is available in the 2015 Certificate of Obligation Bond.

**PREVIOUS COUNCIL ACTION**
N/A

**BACKGROUND**
The network switches to purchase will replace existing systems at nineteen city locations such as Airport, Animal Care, City Annex, Fire Stations, Parks (Unitrade/Admin), and Traffic safety. The city buildings with network communication have a switch installed allowing communication to reach IT servers, iSeries system, and the Internet. Network switches have reached their end-of-life, close to its end of support and software updates development. New switches have better processing power and throughput to access network services.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Staff recommends approval.

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2024 |
| Budgeted Y/N?: | Yes |
| Source of Funds: | 2015 C.O. Bond |
| Account #: | 469-9810-535-9002 |
| Change Order: Exceeds 25% Y/N: | No |

**FINANCIAL IMPACT:**
Funding for this purchase is available in the 2015 CO Bond - IT Dept (469-9810-535-9002 Project: IT1901).

# COUNCIL COMMUNICATION

| DATE: | SUBJECT: MOTION(S) |
|---|---|
| 8/05/2024 | Consideration to authorize the City Manager to purchase network switches to replace at several city locations in the amount of $196,742.00 from Computer Solutions, San Antonio, Texas, through the State of Texas DIR contract DIR-TSO-4167. Funding is available in the 2015 CO Bond Proceeds- IT Dept (469-9810-535-9002 Project: IT1901). |

| INITIATED BY: | STAFF SOURCE: |
|---|---|
| Joseph W. Neeb, City Manager<br>Steve E. Landin, City Manager | Joe Rivera, Information Services & Telecommunications Director<br>Jaime E. Zapata, Purchasing Agent |

**PREVIOUS COUNCIL ACTION:** N/A

**BACKGROUND:**

The network switches to purchase will replace existing systems at nineteen city locations such as Airport, Animal Care, City Annex, Fire Stations, Parks (Unitrade/Admin), and Traffic safety. The city buildings with network communication have a switch installed allowing communication to reach IT servers, iSeries system, and the Internet. Network switches have reached their end-of-life, close to its end of support and software updates development. New switches have better processing power and throughput to access network services.

**FINANCIAL IMPACT:**

Funding for this purchase is available in the 2015 CO Bond Proceeds- IT Dept (469-9810-535-9002 Project: IT1901).

| COMMITTEE RECOMMENDATION: N/A | STAFF RECOMMENDATION: |
|---|---|
| | Approval of motion to award purchase in the amount of $196,742.00 |

**Great South Texas Corp dba Computer Solutions**
14410 Wurzbach Parkway, Suite 175
San Antonio, Texas 78216
United States
www.comsoltx.com
(P) 210-369-0300

## Quote (Open)

| Date | Expiration Date |
|---|---|
| Jun 04, 2024 02:19 PM CDT | 07/07/2024 |

**Modified Date**
Jun 12, 2024 10:19 AM CDT

**Quote #**
1046305 - rev 1 of 1

**Description**
EOL Switch Refresh

**SalesRep**
Balli, David
(P) 210-369-0300
(F) 210-369-0389

**Customer Contact**
Rivera, Joe
(P) (956) 727-6525
jcrivera@ci.laredo.tx.us

**Customer**
City of Laredo (15505)
Rivera, Joe
1110 Houston Street
Laredo, TX 78040
United States

**Bill To**
City of Laredo
1110 Houston Street
Laredo, TX 78040
United States

**Ship To**
City of Laredo
1110 Houston Street
Laredo, TX 78040
United States

**Contract Programs:** DIRCIS4167 - CISCO DIR-TSO-4167 EXP 6/29/2024
**Certifications:** WBE/SBE/HUB# 1942650013800 Exp: 06/28/2025
**Sales Order Type:** Drop Ship - Ship to customers location

| Customer PO: | Terms: | Ship Via: |
|---|---|---|
| | Purchase Order (Net 30 Days) | FedEx Ground |
| **Special Instructions:** | | **Carrier Account #:** |

| # | Description | Part # | List Price | Qty | Unit Price | Total |
|---|---|---|---|---|---|---|
| | **Airport / WHSE** | | | | | |
| 1 | Catalyst 9300 24-port UPOE, Network Essentials<br>Network Essentials - switch - L3 - managed - 24 x 10/100/1000 (UPOE) - rack-mountable - UPOE (830 W)<br>Note: Estimated Lead Time 21 Days<br><br>Includes<br><br>C9300-DNA-E-24 C9300 DNA Essentials, 24-Port Term Licenses<br>C9300-NW-E-24 C9300 Network Essentials, 24-port license<br>SC9300UK9-179 Cisco Catalyst 9300 XE 17.9 UNIVERSAL UNIVERSAL<br>PWR-C1-1100WAC-P 1100W AC 80+ platinum Config 1 Power Supply<br>CAB-TA-NA North America AC Type A Power Cable<br>C9300-SSD-NONE No SSD Card Selected<br>C9300-STACK-NONE No Stack Cable Selected<br>C9300-SPWR-NONE No Stack Power Cable Selected<br>NM-BLANK-T1 Cisco Catalyst Type 1 Network Module Blank<br>C9K-ACC-RBFT RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300<br>C9K-ACC-SCR-4 12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4<br>CAB-GUIDE-1RU 1RU CABLE MANAGEMENT GUIDES 9200 and 9300<br>C9300-NM-NONE No Network Module Selected<br>NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment | C9300-24U-E | $7,638.97 | 1 | $3,285.00 | $3,285.00 |
| 2 | SNTC-8X5XNBD Catalyst 9300 24-port UPOE, Network Esse<br>Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9300-24U-E, C9300-24U-E=, C9300-24U-E-RF<br><br>Note: 36 Months | CON-SNT-C93002UE | $1,641.24 | 1 | $1,313.00 | $1,313.00 |
| 3 | C9300 DNA Essentials, 24-Port, 3 Year Term License<br>Term License (3 years) - 24 ports - for P/N: C9300-24H-E, C9300-24UB-E, C9300-24UXB-E, C9300-24UX-E-WS, C9300-DNA-E-24= | C9300-DNA-E-24-3Y | $721.56 | 1 | $310.00 | $310.00 |
| 4 | 1100W AC 80+ platinum Config 1 Secondary Power Supply<br>Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300L-24UXG4XA-RF, C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300X-24HX-1A | PWR-C1-1100WAC-P/2 | $2,247.48 | 1 | $966.00 | $966.00 |
| | | | | | Subtotal | $5,874.00 |
| | **Animal Care Services** | | | | | |
| 5 | Catalyst 9300 48-port UPOE, Network Essentials<br>Network Essentials - switch - L3 - managed - 48 x 10/100/1000 (UPOE) - rack-mountable - UPOE (822 W)<br>Note: Estimated Lead Time 21 Days<br><br>Includes | C9300-48U-E | $13,192.04 | 1 | $5,673.00 | $5,673.00 |

C9300-DNA-E-48 C9300 DNA Essentials, 48-Port Term Licenses
C9300-NW-E-48 C9300 Network Essentials, 48-port license
SC9300UK9-1712 Cisco Catalyst 9300 XE 17.12 UNIVERSAL
PWR-C1-1100WAC-P 1100W AC 80+ platinum Config 1 Power Supply
CAB-TA-NA North America AC Type A Power Cable
C9300-SSD-NONE No SSD Card Selected
C9300-STACK-NONE No Stack Cable Selected
C9300-SPWR-NONE No Stack Power Cable Selected
NM-BLANK-T1 Cisco Catalyst Type 1 Network Module Blank
C9K-ACC-RBFT RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300
C9K-ACC-SCR-4 12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4
CAB-GUIDE-1RU 1RU CABLE MANAGEMENT GUIDES 9200 and 9300
C9300-NM-NONE No Network Module Selected
NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment

| | | | | | | |
|---|---|---|---|---|---|---|
| 6 | SNTC-8X5XNBD Catalyst 9300 48-port UPOE, Network Esse<br>Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9300-48U-E, C9300-48U-E++, C9300-48U-E=, C9300-48U-E-RF<br>Note: 36 Months | CON-SNT-C93004UE | $2,835.57 | 1 | $2,268.00 | $2,268.00 |
| 7 | C9300 DNA Essentials, 48-port - 3 Year Term License<br>Term License (3 years) - 48 ports - for P/N: C9300-48H-E, C9300-48UB-E, C9300-48U-E, C9300-48UN-E, C9300-48UXM-E, C9300-DNA-E-48= | C9300-DNA-E-48-3Y | $1,324.83 | 1 | $570.00 | $570.00 |
| 8 | 1100W AC 80+ platinum Config 1 Secondary Power Supply<br>Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300L-24UXG4XA-RF, C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300X-24HX-1A | PWR-C1-1100WAC-P/2 | $2,247.48 | 1 | $966.00 | $966.00 |
| | | | | | Subtotal | $9,477.00 |

**City Hall Annex (Tax & Util Call Ctr)**

| | | | | | | |
|---|---|---|---|---|---|---|
| 9 | Catalyst 9300 48-port UPOE, Network Essentials<br>Network Essentials - switch - L3 - managed - 48 x 10/100/1000 (UPOE) - rack-mountable - UPOE (822 W)<br>Note: Estimated Lead Time 21 Days<br><br>Includes<br><br>C9300-DNA-E-48 C9300 DNA Essentials, 48-Port Term Licenses<br>C9300-NW-E-48 C9300 Network Essentials, 48-port license<br>SC9300UK9-1712 Cisco Catalyst 9300 XE 17.12 UNIVERSAL<br>PWR-C1-1100WAC-P 1100W AC 80+ platinum Config 1 Power Supply<br>CAB-TA-NA North America AC Type A Power Cable<br>C9300-SSD-NONE No SSD Card Selected<br>C9300-STACK-NONE No Stack Cable Selected<br>C9300-SPWR-NONE No Stack Power Cable Selected<br>C9K-ACC-RBFT RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300<br>C9K-ACC-SCR-4 12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4<br>CAB-GUIDE-1RU 1RU CABLE MANAGEMENT GUIDES 9200 and 9300<br>NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment | C9300-48U-E | $13,192.04 | 1 | $5,673.00 | $5,673.00 |
| 10 | SNTC-8X5XNBD Catalyst 9300 48-port UPOE, Network Esse<br>Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9300-48U-E, C9300-48U-E++, C9300-48U-E=, C9300-48U-E-RF<br>Note: 36 Months | CON-SNT-C93004UE | $2,835.57 | 1 | $2,268.00 | $2,268.00 |
| 11 | C9300 DNA Essentials, 48-port - 3 Year Term License<br>Term License (3 years) - 48 ports - for P/N: C9300-48H-E, C9300-48UB-E, C9300-48U-E, C9300-48UN-E, C9300-48UXM-E, C9300-DNA-E-48= | C9300-DNA-E-48-3Y | $1,324.83 | 1 | $570.00 | $570.00 |
| 12 | 1100W AC 80+ platinum Config 1 Secondary Power Supply<br>Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300L-24UXG4XA-RF, C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300X-24HX-1A | PWR-C1-1100WAC-P/2 | $2,247.48 | 1 | $966.00 | $966.00 |
| 13 | Catalyst 9300 8 x 10GE Network Module<br>Expansion module - 10 Gigabit SFP+ x 8 - for Catalyst 9300 | C9300-NM-8X | $3,016.36 | 1 | $1,297.00 | $1,297.00 |
| | | | | | Subtotal | $10,774.00 |

**Fire Station #1**

| | | | | | | |
|---|---|---|---|---|---|---|
| 14 | Catalyst 9300 24-port UPOE, Network Essentials<br>Network Essentials - switch - L3 - managed - 24 x 10/100/1000 (UPOE) - rack-mountable - UPOE (830 W)<br>Note: Estimated Lead Time 21 Days<br><br>Includes<br><br>C9300-DNA-E-24 C9300 DNA Essentials, 24-Port Term Licenses<br>C9300-NW-E-24 C9300 Network Essentials, 24-port license<br>SC9300UK9-179 Cisco Catalyst 9300 XE 17.9 UNIVERSAL UNIVERSAL<br>PWR-C1-1100WAC-P 1100W AC 80+ platinum Config 1 Power Supply<br>CAB-TA-NA North America AC Type A Power Cable<br>C9300-SSD-NONE No SSD Card Selected<br>C9300-STACK-NONE No Stack Cable Selected<br>C9300-SPWR-NONE No Stack Power Cable Selected | C9300-24U-E | $7,638.97 | 1 | $3,285.00 | $3,285.00 |

C9K-ACC-RBFT RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300
C9K-ACC-SCR-4 12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4
CAB-GUIDE-1RU 1RU CABLE MANAGEMENT GUIDES 9200 and 9300
NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment

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|---|---|---|---|---|---|---|
| 15 | SNTC-8X5XNBD Catalyst 9300 24-port UPOE, Network Esse<br>Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9300-24U-E, C9300-24U-E=, C9300-24U-E-RF<br>Note: 36 Months | CON-SNT-C93002UE | $1,641.24 | 1 | $1,313.00 | $1,313.00 |
| 16 | C9300 DNA Essentials, 24-Port, 3 Year Term License<br>Term License (3 years) - 24 ports - for P/N: C9300-24H-E, C9300-24UB-E, C9300-24UXB-E, C9300-24UX-E-WS, C9300-DNA-E-24= | C9300-DNA-E-24-3Y | $721.56 | 1 | $310.00 | $310.00 |
| 17 | 1100W AC 80+ platinum Config 1 Secondary Power Supply<br>Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300L-24UXG4XA-RF, C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300X-24HX-1A | PWR-C1-1100WAC-P/2 | $2,247.48 | 1 | $966.00 | $966.00 |
| 18 | Catalyst 9300 8 x 10GE Network Module<br>Expansion module - 10 Gigabit SFP+ x 8 - for Catalyst 9300 | C9300-NM-8X | $3,016.36 | 1 | $1,297.00 | $1,297.00 |
| | | | | | Subtotal | $7,171.00 |

**Fire Station #2**

| | | | | | | |
|---|---|---|---|---|---|---|
| 19 | Catalyst 9300 24-port UPOE, Network Advantage<br>Network Advantage - switch - L3 - managed - 24 x 10/100/1000 (UPOE) - rack-mountable - UPOE (830 W)<br>Note: Estimated Lead Time 21 Days<br><br>Includes<br><br>C9300-DNA-A-24 C9300 DNA Advantage, 24-port Term Licenses<br>D-DNAS-EXT-S-T Cisco DNA Spaces Extend Term License for Catalyst Switches<br>D-DNAS-EXT-S-3Y Cisco DNA Spaces Extend for Catalyst Switching - 3Year<br>TE-EMBEDDED-T Cisco ThousandEyes Enterprise Agent IBN Embedded<br>TE-EMBEDDED-T-3Y ThousandEyes - Enterprise Agents<br>C9300-NW-A-24 C9300 Network Advantage, 24-port license<br>SC9300UK9-1712 Cisco Catalyst 9300 XE 17.12 UNIVERSAL<br>PWR-C1-1100WAC-P 1100W AC 80+ platinum Config 1 Power Supply<br>CAB-TA-NA North America AC Type A Power Cable<br>C9300-SSD-NONE No SSD Card Selected<br>C9300-STACK-NONE No Stack Cable Selected<br>C9300-SPWR-NONE No Stack Power Cable Selected<br>TE-C9K-SW TE agent for IOSXE on C9K<br>C9K-ACC-RBFT RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300<br>C9K-ACC-SCR-4 12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4<br>CAB-GUIDE-1RU 1RU CABLE MANAGEMENT GUIDES 9200 and 9300<br>NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment | C9300-24U-A | $7,698.42 | 1 | $3,310.00 | $3,310.00 |
| 20 | SNTC-8X5XNBD Catalyst 9300 24-port UPOE, Network Adva<br>Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9300-24U-A, C9300-24U-A=, C9300-24U-A-RF<br>Note: 36 Months | CON-SNT-C93002UA | $1,654.08 | 1 | $1,323.00 | $1,323.00 |
| 21 | C9300 DNA Advantage, 24-Port, 3 Year Term License<br>Term License (3 years) - 24 ports - for P/N: C9300-24H-A, C9300-24UB-A, C9300-24UX-A-WS, C9300-24UXB-A, C9300-DNA-A-24= | C9300-DNA-A-24-3Y | $2,377.60 | 1 | $1,022.00 | $1,022.00 |
| 22 | 1100W AC 80+ platinum Config 1 Secondary Power Supply<br>Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300L-24UXG4XA-RF, C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300X-24HX-1A | PWR-C1-1100WAC-P/2 | $2,247.48 | 1 | $966.00 | $966.00 |
| 23 | Catalyst 9300 8 x 10GE Network Module<br>Expansion module - 10 Gigabit SFP+ x 8 - for Catalyst 9300 | C9300-NM-8X | $3,016.36 | 1 | $1,297.00 | $1,297.00 |
| | | | | | Subtotal | $7,918.00 |

**Fire Station #3**

| | | | | | | |
|---|---|---|---|---|---|---|
| 24 | Catalyst 9300 24-port UPOE, Network Essentials<br>Network Essentials - switch - L3 - managed - 24 x 10/100/1000 (UPOE) - rack-mountable - UPOE (830 W)<br>Note: Estimated Lead Time 21 Days<br><br>Includes<br><br>C9300-DNA-E-24 C9300 DNA Essentials, 24-Port Term Licenses<br>C9300-NW-E-24 C9300 Network Essentials, 24-port license<br>SC9300UK9-179 Cisco Catalyst 9300 XE 17.9 UNIVERSAL UNIVERSAL<br>PWR-C1-1100WAC-P 1100W AC 80+ platinum Config 1 Power Supply<br>CAB-TA-NA North America AC Type A Power Cable<br>C9300-SSD-NONE No SSD Card Selected<br>C9300-STACK-NONE No Stack Cable Selected<br>C9300-SPWR-NONE No Stack Power Cable Selected<br>C9K-ACC-RBFT RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300<br>C9K-ACC-SCR-4 12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4<br>CAB-GUIDE-1RU 1RU CABLE MANAGEMENT GUIDES 9200 and 9300<br>NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment | C9300-24U-E | $7,638.97 | 1 | $3,285.00 | $3,285.00 |

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|---|---|---|---|---|---|---|
| 25 | SNTC-8X5XNBD Catalyst 9300 24-port UPOE, Network Esse<br>Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9300-24U-E, C9300-24U-E=, C9300-24U-E-RF<br>Note: 36 Months | CON-SNT-C93002UE | $1,641.24 | 1 | $1,313.00 | $1,313.00 |
| 26 | C9300 DNA Essentials, 24-Port, 3 Year Term License<br>Term License (3 years) - 24 ports - for P/N: C9300-24H-E, C9300-24UB-E, C9300-24UXB-E, C9300-24UX-E-WS, C9300-DNA-E-24= | C9300-DNA-E-24-3Y | $721.56 | 1 | $310.00 | $310.00 |
| 27 | 1100W AC 80+ platinum Config 1 Secondary Power Supply<br>Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300L-24UXG4XA-RF, C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300X-24HX-1A | PWR-C1-1100WAC-P/2 | $2,247.48 | 1 | $966.00 | $966.00 |
| 28 | Catalyst 9300 8 x 10GE Network Module<br>Expansion module - 10 Gigabit SFP+ x 8 - for Catalyst 9300 | C9300-NM-8X | $3,016.36 | 1 | $1,297.00 | $1,297.00 |
| | | | | | Subtotal | $7,171.00 |

**Fire Station #4**

| | | | | | | |
|---|---|---|---|---|---|---|
| 29 | Catalyst 9300 24-port UPOE, Network Essentials<br>Network Essentials - switch - L3 - managed - 24 x 10/100/1000 (UPOE) - rack-mountable - UPOE (830 W)<br>Note: Estimated Lead Time 21 Days<br><br>Includes<br><br>C9300-DNA-E-24 C9300 DNA Essentials, 24-Port Term Licenses<br>C9300-NW-E-24 C9300 Network Essentials, 24-port license<br>SC9300UK9-179 Cisco Catalyst 9300 XE 17.9 UNIVERSAL UNIVERSAL<br>PWR-C1-1100WAC-P 1100W AC 80+ platinum Config 1 Power Supply<br>CAB-TA-NA North America AC Type A Power Cable<br>C9300-SSD-NONE No SSD Card Selected<br>C9300-STACK-NONE No Stack Cable Selected<br>C9300-SPWR-NONE No Stack Power Cable Selected<br>C9K-ACC-RBFT RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300<br>C9K-ACC-SCR-4 12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4<br>CAB-GUIDE-1RU 1RU CABLE MANAGEMENT GUIDES 9200 and 9300<br>NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment | C9300-24U-E | $7,638.97 | 1 | $3,285.00 | $3,285.00 |
| 30 | SNTC-8X5XNBD Catalyst 9300 24-port UPOE, Network Esse<br>Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9300-24U-E, C9300-24U-E=, C9300-24U-E-RF<br>Note: 36 Months | CON-SNT-C93002UE | $1,641.24 | 1 | $1,313.00 | $1,313.00 |
| 31 | C9300 DNA Essentials, 24-Port, 3 Year Term License<br>Term License (3 years) - 24 ports - for P/N: C9300-24H-E, C9300-24UB-E, C9300-24UXB-E, C9300-24UX-E-WS, C9300-DNA-E-24= | C9300-DNA-E-24-3Y | $721.56 | 1 | $310.00 | $310.00 |
| 32 | 1100W AC 80+ platinum Config 1 Secondary Power Supply<br>Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300L-24UXG4XA-RF, C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300X-24HX-1A | PWR-C1-1100WAC-P/2 | $2,247.48 | 1 | $966.00 | $966.00 |
| 33 | Catalyst 9300 8 x 10GE Network Module<br>Expansion module - 10 Gigabit SFP+ x 8 - for Catalyst 9300 | C9300-NM-8X | $3,016.36 | 1 | $1,297.00 | $1,297.00 |
| | | | | | Subtotal | $7,171.00 |

**Fire Station #5**

| | | | | | | |
|---|---|---|---|---|---|---|
| 34 | Catalyst 9300 24-port UPOE, Network Advantage<br>Network Advantage - switch - L3 - managed - 24 x 10/100/1000 (UPOE) - rack-mountable - UPOE (830 W)<br>Note: Estimated Lead Time 21 Days<br><br>Includes<br><br>C9300-DNA-A-24 C9300 DNA Advantage, 24-port Term Licenses<br>D-DNAS-EXT-S-T Cisco DNA Spaces Extend Term License for Catalyst Switches<br>D-DNAS-EXT-S-3Y Cisco DNA Spaces Extend for Catalyst Switching - 3Year<br>TE-EMBEDDED-T Cisco ThousandEyes Enterprise Agent IBN Embedded<br>TE-EMBEDDED-T-3Y ThousandEyes - Enterprise Agents<br>C9300-NW-A-24 C9300 Network Advantage, 24-port license<br>SC9300UK9-1712 Cisco Catalyst 9300 XE 17.12 UNIVERSAL<br>PWR-C1-1100WAC-P 1100W AC 80+ platinum Config 1 Power Supply<br>CAB-TA-NA North America AC Type A Power Cable<br>C9300-SSD-NONE No SSD Card Selected<br>C9300-STACK-NONE No Stack Cable Selected<br>C9300-SPWR-NONE No Stack Power Cable Selected<br>TE-C9K-SW TE agent for IOSXE on C9K<br>C9K-ACC-RBFT RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300<br>C9K-ACC-SCR-4 12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4<br>CAB-GUIDE-1RU 1RU CABLE MANAGEMENT GUIDES 9200 and 9300<br>NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment | C9300-24U-A | $7,698.42 | 1 | $3,310.00 | $3,310.00 |
| 35 | SNTC-8X5XNBD Catalyst 9300 24-port UPOE, Network Adva<br>Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9300-24U-A, C9300-24U-A=, C9300-24U-A-RF | CON-SNT-C93002UA | $1,654.08 | 1 | $1,323.00 | $1,323.00 |

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|---|---|---|---|---|---|---|
| | Note: 36 Months | | | | | |
| 36 | C9300 DNA Advantage, 24-Port, 3 Year Term License<br>Term License (3 years) - 24 ports - for P/N: C9300-24H-A, C9300-24UB-A, C9300-24UX-A-WS, C9300-24UXB-A, C9300-DNA-A-24= | C9300-DNA-A-24-3Y | $2,377.60 | 1 | $1,022.00 | $1,022.00 |
| 37 | 1100W AC 80+ platinum Config 1 Secondary Power Supply<br>Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300L-24UXG4XA-RF, C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300X-24HX-1A | PWR-C1-1100WAC-P/2 | $2,247.48 | 1 | $966.00 | $966.00 |
| 38 | Catalyst 9300 8 x 10GE Network Module<br>Expansion module - 10 Gigabit SFP+ x 8 - for Catalyst 9300 | C9300-NM-8X | $3,016.36 | 1 | $1,297.00 | $1,297.00 |
| | | | | | Subtotal | $7,918.00 |
| | **Fire Station #6** | | | | | |
| 39 | Catalyst 9300 48-port UPOE, Network Advantage<br>Network Advantage - switch - L3 - managed - 48 x 10/100/1000 (UPOE) - rack-mountable - UPOE (822 W)<br>Note: Estimated Lead Time 21 Days<br><br>Includes<br><br>C9300-DNA-A-48 C9300 DNA Advantage, 48-Port Term Licenses<br>D-DNAS-EXT-S-T Cisco DNA Spaces Extend Term License for Catalyst Switches<br>D-DNAS-EXT-S-3Y Cisco DNA Spaces Extend for Catalyst Switching - 3Year<br>TE-EMBEDDED-T Cisco ThousandEyes Enterprise Agent IBN Embedded<br>TE-EMBEDDED-T-3Y ThousandEyes - Enterprise Agents<br>C9300-NW-A-48 C9300 Network Advantage, 48-port license<br>SC9300UK9-1712 Cisco Catalyst 9300 XE 17.12 UNIVERSAL<br>PWR-C1-1100WAC-P 1100W AC 80+ platinum Config 1 Power Supply<br>CAB-TA-NA North America AC Type A Power Cable<br>C9300-SSD-NONE No SSD Card Selected<br>C9300-STACK-NONE No Stack Cable Selected<br>C9300-SPWR-NONE No Stack Power Cable Selected<br>TE-C9K-SW TE agent for IOSXE on C9K<br>C9K-ACC-RBFT RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300<br>C9K-ACC-SCR-4 12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4<br>CAB-GUIDE-1RU 1RU CABLE MANAGEMENT GUIDES 9200 and 9300<br>NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment | C9300-48U-A | $13,192.04 | 1 | $5,673.00 | $5,673.00 |
| 40 | SNTC-8X5XNBD Catalyst 9300 48-port UPOE, Network Adva<br>Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9300-48U-A, C9300-48U-A=, C9300-48U-A-RF, C9300-48U-A-WS<br>Note: 36 Months | CON-SNT-C93004UA | $2,835.57 | 1 | $2,268.00 | $2,268.00 |
| 41 | C9300 DNA Advantage, 48-Port, 3 Year Term License<br>Term License (3 years) - 48 ports - for P/N: C9300-48H-A, C9300-48U-A-WS, C9300-48UB-A, C9300-48UN-A, C9300-48UXM-A | C9300-DNA-A-48-3Y | $4,459.48 | 1 | $1,918.00 | $1,918.00 |
| 42 | 1100W AC 80+ platinum Config 1 Secondary Power Supply<br>Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300L-24UXG4XA-RF, C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300X-24HX-1A | PWR-C1-1100WAC-P/2 | $2,247.48 | 1 | $966.00 | $966.00 |
| 43 | Catalyst 9300 8 x 10GE Network Module<br>Expansion module - 10 Gigabit SFP+ x 8 - for Catalyst 9300 | C9300-NM-8X | $3,016.36 | 1 | $1,297.00 | $1,297.00 |
| | | | | | Subtotal | $12,122.00 |
| | **Fire Station #7** | | | | | |
| 44 | Catalyst 9300 24-port UPOE, Network Essentials<br>Network Essentials - switch - L3 - managed - 24 x 10/100/1000 (UPOE) - rack-mountable - UPOE (830 W)<br>Note: Estimated Lead Time 21 Days<br><br>Includes<br><br>C9300-DNA-E-24 C9300 DNA Essentials, 24-Port Term Licenses<br>C9300-NW-E-24 C9300 Network Essentials, 24-port license<br>SC9300UK9-179 Cisco Catalyst 9300 XE 17.9 UNIVERSAL UNIVERSAL<br>PWR-C1-1100WAC-P 1100W AC 80+ platinum Config 1 Power Supply<br>CAB-TA-NA North America AC Type A Power Cable<br>C9300-SSD-NONE No SSD Card Selected<br>C9300-STACK-NONE No Stack Cable Selected<br>C9300-SPWR-NONE No Stack Power Cable Selected<br>C9K-ACC-RBFT RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300<br>C9K-ACC-SCR-4 12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4<br>CAB-GUIDE-1RU 1RU CABLE MANAGEMENT GUIDES 9200 and 9300<br>NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment | C9300-24U-E | $7,638.97 | 1 | $3,285.00 | $3,285.00 |
| 45 | SNTC-8X5XNBD Catalyst 9300 24-port UPOE, Network Esse<br>Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9300-24U-E, C9300-24U-E=, C9300-24U-E-RF<br>Note: 36 Months | CON-SNT-C93002UE | $1,641.24 | 1 | $1,313.00 | $1,313.00 |
| 46 | C9300 DNA Essentials, 24-Port, 3 Year Term License<br>Term License (3 years) - 24 ports - for P/N: C9300-24H-E, C9300-24UB-E, C9300-24UXB-E, C9300-24UX-E-WS, C9300-DNA-E-24= | C9300-DNA-E-24-3Y | $721.56 | 1 | $310.00 | $310.00 |

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|---|---|---|---|---|---|---|
| 47 | 1100W AC 80+ platinum Config 1 Secondary Power Supply<br>Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300L-24UXG4XA-RF, C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300X-24HX-1A | PWR-C1-1100WAC-P/2 | $2,247.48 | 1 | $966.00 | $966.00 |
| 48 | Catalyst 9300 8 x 10GE Network Module<br>Expansion module - 10 Gigabit SFP+ x 8 - for Catalyst 9300 | C9300-NM-8X | $3,016.36 | 1 | $1,297.00 | $1,297.00 |
| | | | | | Subtotal | $7,171.00 |

**Fire Station #9**

| | | | | | | |
|---|---|---|---|---|---|---|
| 49 | Catalyst 9300 24-port UPOE, Network Advantage<br>Network Advantage - switch - L3 - managed - 24 x 10/100/1000 (UPOE) - rack-mountable - UPOE (830 W)<br>Note: Estimated Lead Time 21 Days<br><br>Includes<br><br>C9300-DNA-A-24 C9300 DNA Advantage, 24-port Term Licenses<br>D-DNAS-EXT-S-T Cisco DNA Spaces Extend Term License for Catalyst Switches<br>D-DNAS-EXT-S-3Y Cisco DNA Spaces Extend for Catalyst Switching - 3Year<br>TE-EMBEDDED-T Cisco ThousandEyes Enterprise Agent IBN Embedded<br>TE-EMBEDDED-T-3Y ThousandEyes - Enterprise Agents<br>C9300-NW-A-24 C9300 Network Advantage, 24-port license<br>SC9300UK9-1712 Cisco Catalyst 9300 XE 17.12 UNIVERSAL<br>PWR-C1-1100WAC-P 1100W AC 80+ platinum Config 1 Power Supply<br>CAB-TA-NA North America AC Type A Power Cable<br>C9300-SSD-NONE No SSD Card Selected<br>C9300-STACK-NONE No Stack Cable Selected<br>C9300-SPWR-NONE No Stack Power Cable Selected<br>TE-C9K-SW TE agent for IOSXE on C9K<br>C9K-ACC-RBFT RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300<br>C9K-ACC-SCR-4 12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4<br>CAB-GUIDE-1RU 1RU CABLE MANAGEMENT GUIDES 9200 and 9300<br>NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment | C9300-24U-A | $7,698.42 | 1 | $3,310.00 | $3,310.00 |
| 50 | SNTC-8X5XNBD Catalyst 9300 24-port UPOE, Network Adva<br>Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9300-24U-A, C9300-24U-A=, C9300-24U-A-RF<br>Note: 36 Months | CON-SNT-C93002UA | $1,654.08 | 1 | $1,323.00 | $1,323.00 |
| 51 | C9300 DNA Advantage, 24-Port, 3 Year Term License<br>Term License (3 years) - 24 ports - for P/N: C9300-24H-A, C9300-24UB-A, C9300-24UX-A-WS, C9300-24UXB-A, C9300-DNA-A-24= | C9300-DNA-A-24-3Y | $2,377.60 | 1 | $1,022.00 | $1,022.00 |
| 52 | 1100W AC 80+ platinum Config 1 Secondary Power Supply<br>Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300L-24UXG4XA-RF, C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300X-24HX-1A | PWR-C1-1100WAC-P/2 | $2,247.48 | 1 | $966.00 | $966.00 |
| 53 | Catalyst 9300 8 x 10GE Network Module<br>Expansion module - 10 Gigabit SFP+ x 8 - for Catalyst 9300 | C9300-NM-8X | $3,016.36 | 1 | $1,297.00 | $1,297.00 |
| | | | | | Subtotal | $7,918.00 |

**Fire Training Facility & Fire Station #13**

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|---|---|---|---|---|---|---|
| 54 | Catalyst 9300 48-port UPOE, Network Advantage<br>Network Advantage - switch - L3 - managed - 48 x 10/100/1000 (UPOE) - rack-mountable - UPOE (822 W)<br>Note: Estimated Lead Time 21 Days<br><br>Includes<br><br>C9300-DNA-A-48 C9300 DNA Advantage, 48-Port Term Licenses<br>D-DNAS-EXT-S-T Cisco DNA Spaces Extend Term License for Catalyst Switches<br>D-DNAS-EXT-S-3Y Cisco DNA Spaces Extend for Catalyst Switching - 3Year<br>TE-EMBEDDED-T Cisco ThousandEyes Enterprise Agent IBN Embedded<br>TE-EMBEDDED-T-3Y ThousandEyes - Enterprise Agents<br>C9300-NW-A-48 C9300 Network Advantage, 48-port license<br>SC9300UK9-1712 Cisco Catalyst 9300 XE 17.12 UNIVERSAL<br>PWR-C1-1100WAC-P 1100W AC 80+ platinum Config 1 Power Supply<br>CAB-TA-NA North America AC Type A Power Cable<br>C9300-SSD-NONE No SSD Card Selected<br>C9300-STACK-NONE No Stack Cable Selected<br>C9300-SPWR-NONE No Stack Power Cable Selected<br>TE-C9K-SW TE agent for IOSXE on C9K<br>C9K-ACC-RBFT RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300<br>C9K-ACC-SCR-4 12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4<br>CAB-GUIDE-1RU 1RU CABLE MANAGEMENT GUIDES 9200 and 9300<br>NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment | C9300-48U-A | $13,192.04 | 1 | $5,673.00 | $5,673.00 |
| 55 | SNTC-8X5XNBD Catalyst 9300 48-port UPOE, Network Adva<br>Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9300-48U-A, C9300-48U-A=, C9300-48U-A-RF, C9300-48U-A-WS<br>Note: 36 Months | CON-SNT-C93004UA | $2,835.57 | 1 | $2,268.00 | $2,268.00 |
| 56 | C9300 DNA Advantage, 48-Port, 3 Year Term License | C9300-DNA- | $4,459.48 | 1 | $1,918.00 | $1,918.00 |

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|---|---|---|---|---|---|---|
| | Term License (3 years) - 48 ports - for P/N: C9300-48H-A, C9300-48U-A-WS, C9300-48UB-A, C9300-48UN-A, C9300-48UXM-A | A-48-3Y | | | | |
| 57 | 1100W AC 80+ platinum Config 1 Secondary Power Supply<br>Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300L-24UXG4XA-RF, C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300X-24HX-1A | PWR-C1-1100WAC-P/2 | $2,247.48 | 1 | $966.00 | $966.00 |
| 58 | Catalyst 9300 8 x 10GE Network Module<br>Expansion module - 10 Gigabit SFP+ x 8 - for Catalyst 9300 | C9300-NM-8X | $3,016.36 | 1 | $1,297.00 | $1,297.00 |
| | | | | | Subtotal | $12,122.00 |
| | **Traffic / Warehouse** | | | | | |
| 59 | Catalyst 9300 24-port UPOE, Network Advantage<br>Network Advantage - switch - L3 - managed - 24 x 10/100/1000 (UPOE) - rack-mountable - UPOE (830 W)<br>Note: Estimated Lead Time 21 Days<br><br>Includes<br><br>C9300-DNA-A-24 C9300 DNA Advantage, 24-port Term Licenses<br>D-DNAS-EXT-S-T Cisco DNA Spaces Extend Term License for Catalyst Switches<br>D-DNAS-EXT-S-3Y Cisco DNA Spaces Extend for Catalyst Switching - 3Year<br>TE-EMBEDDED-T Cisco ThousandEyes Enterprise Agent IBN Embedded<br>TE-EMBEDDED-T-3Y ThousandEyes - Enterprise Agents<br>C9300-NW-A-24 C9300 Network Advantage, 24-port license<br>SC9300UK9-1712 Cisco Catalyst 9300 XE 17.12 UNIVERSAL<br>PWR-C1-1100WAC-P 1100W AC 80+ platinum Config 1 Power Supply<br>CAB-TA-NA North America AC Type A Power Cable<br>C9300-SSD-NONE No SSD Card Selected<br>C9300-STACK-NONE No Stack Cable Selected<br>C9300-SPWR-NONE No Stack Power Cable Selected<br>TE-C9K-SW TE agent for IOSXE on C9K<br>C9K-ACC-RBFT RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300<br>C9K-ACC-SCR-4 12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4<br>CAB-GUIDE-1RU 1RU CABLE MANAGEMENT GUIDES 9200 and 9300<br>NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment<br>NM-BLANK-T1 Cisco Catalyst Type 1 Network Module Blank<br>C9300-NM-NONE No Network Module Selected | C9300-24U-A | $7,698.42 | 1 | $3,310.00 | $3,310.00 |
| 60 | SNTC-8X5XNBD Catalyst 9300 24-port UPOE, Network Adva<br>Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9300-24U-A, C9300-24U-A=, C9300-24U-A-RF<br>Note: 36 Months | CON-SNT-C93002UA | $1,654.08 | 1 | $1,323.00 | $1,323.00 |
| 61 | C9300 DNA Advantage, 24-Port, 3 Year Term License<br>Term License (3 years) - 24 ports - for P/N: C9300-24H-A, C9300-24UB-A, C9300-24UX-A-WS, C9300-24UXB-A, C9300-DNA-A-24= | C9300-DNA-A-24-3Y | $2,377.60 | 1 | $1,022.00 | $1,022.00 |
| 62 | 1100W AC 80+ platinum Config 1 Secondary Power Supply<br>Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300L-24UXG4XA-RF, C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300X-24HX-1A | PWR-C1-1100WAC-P/2 | $2,247.48 | 1 | $966.00 | $966.00 |
| | | | | | Subtotal | $6,621.00 |
| | **Traffic Safety** | | | | | |
| 63 | Catalyst 9300 48-port UPOE, Network Advantage<br>Network Advantage - switch - L3 - managed - 48 x 10/100/1000 (UPOE) - rack-mountable - UPOE (822 W)<br>Note: Estimated Lead Time 21 Days<br><br>Includes<br><br>C9300-DNA-A-48 C9300 DNA Advantage, 48-Port Term Licenses<br>D-DNAS-EXT-S-T Cisco DNA Spaces Extend Term License for Catalyst Switches<br>D-DNAS-EXT-S-3Y Cisco DNA Spaces Extend for Catalyst Switching - 3Year<br>TE-EMBEDDED-T Cisco ThousandEyes Enterprise Agent IBN Embedded<br>TE-EMBEDDED-T-3Y ThousandEyes - Enterprise Agents<br>C9300-NW-A-48 C9300 Network Advantage, 48-port license<br>SC9300UK9-1712 Cisco Catalyst 9300 XE 17.12 UNIVERSAL<br>PWR-C1-1100WAC-P 1100W AC 80+ platinum Config 1 Power Supply<br>CAB-TA-NA North America AC Type A Power Cable<br>C9300-SSD-NONE No SSD Card Selected<br>C9300-STACK-NONE No Stack Cable Selected<br>C9300-SPWR-NONE No Stack Power Cable Selected<br>TE-C9K-SW TE agent for IOSXE on C9K<br>C9K-ACC-RBFT RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300<br>C9K-ACC-SCR-4 12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4<br>CAB-GUIDE-1RU 1RU CABLE MANAGEMENT GUIDES 9200 and 9300<br>NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment | C9300-48U-A | $13,192.04 | 1 | $5,673.00 | $5,673.00 |
| 64 | SNTC-8X5XNBD Catalyst 9300 48-port UPOE, Network Adva<br>Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9300-48U-A, C9300-48U-A=, C9300-48U-A-RF, C9300-48U-A-WS<br>Note: 36 Months | CON-SNT-C93004UA | $2,835.57 | 1 | $2,268.00 | $2,268.00 |

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|---|---|---|---|---|---|---|
| 65 | C9300 DNA Advantage, 48-Port, 3 Year Term License<br>Term License (3 years) - 48 ports - for P/N: C9300-48H-A, C9300-48U-A-WS, C9300-48UB-A, C9300-48UN-A, C9300-48UXM-A | C9300-DNA-A-48-3Y | $4,459.48 | 1 | $1,918.00 | $1,918.00 |
| 66 | 1100W AC 80+ platinum Config 1 Secondary Power Supply<br>Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300L-24UXG4XA-RF, C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300X-24HX-1A | PWR-C1-1100WAC-P/2 | $2,247.48 | 1 | $966.00 | $966.00 |
| 67 | Catalyst 9300 8 x 10GE Network Module<br>Expansion module - 10 Gigabit SFP+ x 8 - for Catalyst 9300 | C9300-NM-8X | $3,016.36 | 1 | $1,297.00 | $1,297.00 |
| | | | | | Subtotal | $12,122.00 |

**Traffic Safety**

| | | | | | | |
|---|---|---|---|---|---|---|
| 68 | Catalyst 9300 48-port UPOE, Network Essentials<br>Network Essentials - switch - L3 - managed - 48 x 10/100/1000 (UPOE) - rack-mountable - UPOE (822 W)<br>Note: Estimated Lead Time 21 Days<br><br>Includes<br><br>C9300-DNA-E-48 C9300 DNA Essentials, 48-Port Term Licenses<br>C9300-NW-E-48 C9300 Network Essentials, 48-port license<br>SC9300UK9-1712 Cisco Catalyst 9300 XE 17.12 UNIVERSAL<br>PWR-C1-1100WAC-P 1100W AC 80+ platinum Config 1 Power Supply<br>CAB-TA-NA North America AC Type A Power Cable<br>C9300-SSD-NONE No SSD Card Selected<br>C9300-STACK-NONE No Stack Cable Selected<br>C9300-SPWR-NONE No Stack Power Cable Selected<br>C9K-ACC-RBFT RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300<br>C9K-ACC-SCR-4 12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4<br>CAB-GUIDE-1RU 1RU CABLE MANAGEMENT GUIDES 9200 and 9300<br>NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment | C9300-48U-E | $13,192.04 | 1 | $5,673.00 | $5,673.00 |
| 69 | SNTC-8X5XNBD Catalyst 9300 48-port UPOE, Network Esse<br>Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9300-48U-E, C9300-48U-E++, C9300-48U-E=, C9300-48U-E-RF<br>Note: 36 Months | CON-SNT-C93004UE | $2,835.57 | 1 | $2,268.00 | $2,268.00 |
| 70 | C9300 DNA Essentials, 48-port - 3 Year Term License<br>Term License (3 years) - 48 ports - for P/N: C9300-48H-E, C9300-48UB-E, C9300-48U-E, C9300-48UN-E, C9300-48UXM-E, C9300-DNA-E-48= | C9300-DNA-E-48-3Y | $1,324.83 | 1 | $570.00 | $570.00 |
| 71 | 1100W AC 80+ platinum Config 1 Secondary Power Supply<br>Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300L-24UXG4XA-RF, C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300X-24HX-1A | PWR-C1-1100WAC-P/2 | $2,247.48 | 1 | $966.00 | $966.00 |
| 72 | Catalyst 9300 8 x 10GE Network Module<br>Expansion module - 10 Gigabit SFP+ x 8 - for Catalyst 9300 | C9300-NM-8X | $3,016.36 | 1 | $1,297.00 | $1,297.00 |
| | | | | | Subtotal | $10,774.00 |

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| 73 | Catalyst 9300 48-port UPOE, Network Advantage<br>Network Advantage - switch - L3 - managed - 48 x 10/100/1000 (UPOE) - rack-mountable - UPOE (822 W)<br>Note: Estimated Lead Time 21 Days<br><br>Includes<br><br>C9300-DNA-A-48 C9300 DNA Advantage, 48-Port Term Licenses<br>D-DNAS-EXT-S-T Cisco DNA Spaces Extend Term License for Catalyst Switches<br>D-DNAS-EXT-S-3Y Cisco DNA Spaces Extend for Catalyst Switching - 3Year<br>TE-EMBEDDED-T Cisco ThousandEyes Enterprise Agent IBN Embedded<br>TE-EMBEDDED-T-3Y ThousandEyes - Enterprise Agents<br>C9300-NW-A-48 C9300 Network Advantage, 48-port license<br>SC9300UK9-1712 Cisco Catalyst 9300 XE 17.12 UNIVERSAL<br>PWR-C1-1100WAC-P 1100W AC 80+ platinum Config 1 Power Supply<br>CAB-TA-NA North America AC Type A Power Cable<br>C9300-SSD-NONE No SSD Card Selected<br>C9300-STACK-NONE No Stack Cable Selected<br>C9300-SPWR-NONE No Stack Power Cable Selected<br>TE-C9K-SW TE agent for IOSXE on C9K<br>C9K-ACC-RBFT RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300<br>C9K-ACC-SCR-4 12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4<br>CAB-GUIDE-1RU 1RU CABLE MANAGEMENT GUIDES 9200 and 9300<br>NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment | C9300-48U-A | $13,192.04 | 2 | $5,673.00 | $11,346.00 |
| 74 | SNTC-8X5XNBD Catalyst 9300 48-port UPOE, Network Adva<br>Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9300-48U-A, C9300-48U-A=, C9300-48U-A-RF, C9300-48U-A-WS<br>Note: 36 Months | CON-SNT-C93004UA | $2,835.57 | 2 | $2,268.00 | $4,536.00 |
| 75 | C9300 DNA Advantage, 48-Port, 3 Year Term License<br>Term License (3 years) - 48 ports - for P/N: C9300-48H-A, C9300-48U-A-WS, C9300-48UB-A, C9300-48UN-A, C9300-48UXM-A | C9300-DNA-A-48-3Y | $4,459.48 | 2 | $1,918.00 | $3,836.00 |
| 76 | 1100W AC 80+ platinum Config 1 Secondary Power Supply | PWR-C1- | $2,247.48 | 2 | $966.00 | $1,932.00 |

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|---|---|---|---|---|---|---|
| | Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300L-24UXG4XA-RF, C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300X-24HX-1A | 1100WAC-P/2 | | | | |
| 77 | Catalyst 9300 8 x 10GE Network Module<br>Expansion module - 10 Gigabit SFP+ x 8 - for Catalyst 9300 | C9300-NM-8X | $3,016.36 | 2 | $1,297.00 | $2,594.00 |
| 78 | 10GBASE-LRM SFP Module<br>SFP+ transceiver module - 10GbE - 10GBase-LRM - LC/PC - up to 984 ft - 1310 nm - for Nexus 93180YC-FX, 9372PX-E | SFP-10G-LRM= | $1,397.69 | 10 | $489.00 | $4,890.00 |
| 79 | 10GBASE-LR SFP Module, Enterprise-Class<br>SFP+ transceiver module - 10GbE - 10GBase-LR - LC/PC single-mode - up to 6.2 miles - 1310 nm | SFP-10G-LR-S= | $2,458.75 | 20 | $861.00 | $17,220.00 |
| | | | | | Subtotal | $46,354.00 |
| | **Parks/Unitrade/IDF1** | | | | | |
| 80 | Cisco Catalyst 9200<br>Network Essentials - switch - L3 - smart - 24 x 10/100/1000 (PoE+) - rack-mountable - PoE+<br>Note: Estimated Lead Time 21 Days<br><br>Includes<br><br>C9200-NW-E-24 C9200 Network Essentials, 24-port license<br>CAB-TA-NA North America AC Type A Power Cable<br>C9K-ACC-RBFT RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300<br>C9K-ACC-SCR-4 12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4<br>CAB-GUIDE-1RU 1RU CABLE MANAGEMENT GUIDES 9200 and 9300<br>NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment | C9200-24P-E | $4,140.10 | 1 | $1,780.00 | $1,780.00 |
| 81 | Cisco Smart Net Total Care<br>Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9200-24P-E, C9200-24P-E++, C9200-24P-E=, C9200-24P-E-RF, C9200-24P-E-WS<br>Note: 36 Months | CON-SNT-C920024P | $891.00 | 1 | $713.00 | $713.00 |
| 82 | Cisco Digital Network Architecture Essentials<br>Term License (3 years) - 24 ports - for P/N: C9200-24P-E, C9200-24P-E-WS, C9200-24PXG-E, C9200-24T-E, C9200-DNA-E-24= | C9200-DNA-E-24-3Y | $721.59 | 1 | $310.00 | $310.00 |
| 83 | Cisco Catalyst 9200 Series Network Module<br>Expansion module - Gigabit Ethernet x 4 - for P/N: C9200-48PL-1A, C9200-48PL-A++, C9200-48PL-E++, C9200L-24P-4G-E-WS, C9200L-48T-4G-E-WS | C9200-NM-4G | $685.54 | 1 | $295.00 | $295.00 |
| 84 | Cisco Config 6 Secondary Power Supply<br>Power supply - hot-plug / redundant (plug-in module) - 600 Watt - for P/N: C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300LM-48T-4Y-E, C9300LM-48U-4Y-A | PWR-C6-600WAC/2 | $1,693.28 | 1 | $728.00 | $728.00 |
| 85 | Cisco<br>Network stacking module - for Catalyst 9200, 9200L<br>Note: Includes<br><br>STACK-T4-50CM 50CM Type 4 Stacking Cable<br>C9200-STACK Catalyst 9200 Stack Module | C9200-STACK-KIT | $1,604.66 | 1 | $690.00 | $690.00 |
| | | | | | Subtotal | $4,516.00 |
| | **Parks/Unitrade/IDF2** | | | | | |
| 86 | Cisco Catalyst 9200<br>Network Essentials - switch - L3 - smart - 24 x 10/100/1000 (PoE+) - rack-mountable - PoE+<br>Note: Estimated Lead Time 21 Days<br><br>Includes<br><br>C9200-NW-E-24 C9200 Network Essentials, 24-port license<br>CAB-TA-NA North America AC Type A Power Cable<br>C9K-ACC-RBFT RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300<br>C9K-ACC-SCR-4 12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4<br>CAB-GUIDE-1RU 1RU CABLE MANAGEMENT GUIDES 9200 and 9300<br>NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment | C9200-24P-E | $4,140.10 | 3 | $1,780.00 | $5,340.00 |
| 87 | Cisco Smart Net Total Care<br>Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9200-24P-E, C9200-24P-E++, C9200-24P-E=, C9200-24P-E-RF, C9200-24P-E-WS<br>Note: 36 Months | CON-SNT-C920024P | $891.00 | 3 | $713.00 | $2,139.00 |
| 88 | Cisco Digital Network Architecture Essentials<br>Term License (3 years) - 24 ports - for P/N: C9200-24P-E, C9200-24P-E-WS, C9200-24PXG-E, C9200-24T-E, C9200-DNA-E-24= | C9200-DNA-E-24-3Y | $721.59 | 3 | $310.00 | $930.00 |
| 89 | Cisco Catalyst 9200 Series Network Module<br>Expansion module - Gigabit Ethernet x 4 - for P/N: C9200-48PL-1A, C9200-48PL-A++, C9200-48PL-E++, C9200L-24P-4G-E-WS, C9200L-48T-4G-E-WS | C9200-NM-4G | $685.54 | 3 | $295.00 | $885.00 |
| 90 | Cisco Config 6 Secondary Power Supply<br>Power supply - hot-plug / redundant (plug-in module) - 600 Watt - for P/N: C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300LM-48T-4Y-E, C9300LM-48U-4Y-A | PWR-C6-600WAC/2 | $1,693.28 | 3 | $728.00 | $2,184.00 |

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| 91 | Cisco<br>Network stacking module - for Catalyst 9200, 9200L<br>Note: Includes<br><br>STACK-T4-50CM 50CM Type 4 Stacking Cable<br>C9200-STACK Catalyst 9200 Stack Module | C9200-STACK-KIT | $1,604.66 | 3 | $690.00 | $2,070.00 |

Subtotal $13,548.00

Thank you for the opportunity to provide this quote.

**Invoicing and Partial Invoice Policy:** Computer Solutions will invoice or partial invoice products and/or services when they have shipped or rendered complete (or Milestone Complete). By ordering or releasing a PO for this order, you agree to pay for the items that have shipped or delivered as part of the whole order.

**Subscriptions/Enterprise Agreements Cancellation Policy** - Computer Solutions requires a forty-five (45) day written notification from the customer based on the renewal/anniversary date in order to process the cancellation with the applicable manufacturer(s).

Freight charges are estimates only. Returns are subject to approval and may include a restocking fee.

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|---|---|
| **Subtotal:** | **$196,742.00** |
| Tax (.0000%): | $0.00 |
| Shipping: | $0.00 |
| **Total:** | **$196,742.00** |
| *(List Price:* | *$433,954.80)* |

## City Council

**Meeting Date:** 8/5/2024 **Consent Agenda 45.**

**SUBJECT**
Authorizing the City Manager to approve the purchase of six vehicles from Silsbee Fleet Group; three 2025 Chevrolet Equinox; two 2023 Ford F-150 Extended Cabs, and one 2024 Ford F-550 Bucket Truck for the total amount of $335,398.09. This purchase will be made utilizing TIPS USA 210907 Automobiles contract. Funding is available in the 2009, 2014, 2015, 2016, 2017 and 2019 Certificate of Obligation Bonds.

**PREVIOUS COUNCIL ACTION**
N/A

**BACKGROUND**
These vehicles are for the use of I.S.T. staff to service all city facilities (satellite locations) to improve service response time and provide efficient customer service. The 2023 Ford F-150's will replace 2011 unit 02515 and 2008 unit 02440; out of the three 2024 Chevrolet Equinox, one is a new vehicle to be used to service the Bridge Department and two will replace 2008 unit 13461 and 2011 unit 02516. The units that need replacement are no longer reliable. The Bucket truck, due to the increased number of new placements, will be used for video surveillance camera installations and repairs as well as other exterior IT devices.

The cost of the vehicles is as follows:

| | |
|---|---|
| 2025 Chevrolet Equinox | $ 29,746.25 x 3 = $89,238.75 |
| 2023 Ford F-150 V8 Ext Cab | $ 47,034.42 |
| 2023 Ford F-150 V6 Ext Cab | $ 43,171.42 |
| 2024 Ford F-550 Reg Cab Bucket Truck | $155,953.50 |

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Staff recommends approval.

### Fiscal Impact

Fiscal Year: 2024

| | |
|---|---|
| Budgeted Y/N?: | Y |
| Source of Funds: | 2009,2014,2015,2016,2017,& 2019 CO Bonds |
| Account #: | Various Accounts |
| Change Order: Exceeds 25% Y/N: | N |

**FINANCIAL IMPACT:**

Funding is available in the 2009, 2014, 2015, 2016, 2017 & 2019 C.O. Bonds.
Accounts#
464-7710-535-9004
468-5510-515-9004
469-5510-515-9004
470-9810-535-9004
471-5510-515-9004
473-5510-515-9004

## COUNCIL COMMUNICATION

| **DATE:** 08/05/24 | **SUBJECT: MOTION**<br>Authorizing the City Manager to approve the purchase of six vehicles from Silsbee Fleet Group, three (3) 2025 Chevrolet Equinox; two (2) 2023 Ford F-150 Extended Cabs, and one (1) 2024 Ford F-550 Bucket Truck for the total amount of $335,398.09. This purchase will be made utilizing TIPS USA 210907 Automobiles contract. |
|---|---|

| **INITIATED BY:**<br>Steve E. Landin, Assistant City Manager | **STAFF SOURCE:**<br>Joe C. Rivera, I.S.T. Director<br>Ronald W. Miller, Fleet Management Director |
|---|---|

**PREVIOUS COUNCIL ACTION:** N/A

**BACKGROUND:**

These vehicles are for the use of I.S.T. staff to service all city facilities (satellite locations) to improve service response time and provide efficient customer service. The 2023 Ford F-150's will replace 2011 unit 02515 and 2008 unit 02440; out of the three 2024 Chevrolet Equinox, one is a new vehicle to be used to service the Bridge Department and two will replace 2008 unit 13461 and 2011 unit 02516. The units that need replacement are no longer reliable. The Bucket truck, due to the increased number of new placements, will be used for video surveillance camera installations and repairs as well as other exterior IT devices.

The cost of the vehicles is as follows:

| | |
|---|---|
| 2025 Chevrolet Equinox | $ 29,746.25 x 3 = $89,238.75 |
| 2023 Ford F-150 V8 Ext Cab | $ 47,034.42 |
| 2023 Ford F-150 V6 Ext Cab | $ 43,171.42 |
| 2024 Ford F-550 Reg Cab Bucket Truck | $155,953.50 |

**FINANCIAL IMPACT:** Funding is available in line items 473-5510-515-9004,468-5510-515-9004, 473-5510-515-9004, 464,7710-535-9004, 469,5510,515,9004, 470,9810-5535-9004 and 471-5510-515-9004.

| **COMMITTEE RECOMMENDATION:**<br>N/A | **STAFF RECOMMENDATION:**<br>Staff recommends approval. |
|---|---|

# PRODUCT PRICING SUMMARY

**TIPS USA 210907 AUTOMOBILES**

**VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951**

**End User:** CITY OF laredo
**Contact:** RON
**Email:**
**Product Description:** 2025 CHEVROLET EQUINOX LT

**Prepared by:** GLEN ANGELLE
**Phone:** 409-880-9191
**Email:** gangelle.cowboyfleet@gmail.com
**Date:** July 10, 2024

**A.** **Bid Item:** _____ **A. Base Price:** $ 26,771.00

**B.** **Factory Options**

| Code | Description | Bid Price | Code | Description | Bid Price |
|---|---|---|---|---|---|
| | | | | EXT. WHITE | |
| | 1.5L 4CYL. | | | | |
| | AUTO | | | | |
| | POWER LOCKS/WINDOWS | | | | |
| | CRUISE CONTROL | | | | |
| | CONVIEANCE PACKAGE | $ 395.00 | | | |
| | REAR CAMERA | | | | |
| | BLUETOOTH | | | | |

**Total of B. Published Options:** $ 395.00

**Published Option Discount (5%)** $ (19.75)

**C.** **Unpublished Options**

| Description | Bid Price | Options | Bid Price |
|---|---|---|---|
| 2025 LT UPGRADE | $ 1,900.00 | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**Total of C. Unpublished Options:** $ 1,900.00

**D.** **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ -

**E.** **Lot Insurance (for in-stock and/or equipped vehicles):** $ -

**F.** **Contract Price Adjustment:** _____ $ -

**G.** **Additional Delivery Charge:** 400 **miles** $ 700.00

**H.** **Subtotal:** $ 29,746.25

**I.** **Quantity Ordered** 3 **x H =** $ 89,238.75

**J.** **Trade in:** _____ $ -

**K.** $ -

**L.** **Total Purchase Price Including TIPS Fee** $ 89,238.75

# PRODUCT PRICING SUMMARY

**TIPS USA 210907 AUTOMOBILES**

**VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656**

**End User:** CITY OF LAREDO
**Contact:** RON
**Email:**
**Product Description:** 2024 FORD F-550 REG. CAB

**Prepared by:** GLEN ANGELLE
**Phone:** 409-880-9191
**Email:** gangelle.cowboyfleet@gmail.com
**Date:** July 11, 2024

**A. Bid Item:** _____ **A. Base Price:** $ 54,775.00

**B. Factory Options**

| Code | Description | Bid Price | Code | Description | Bid Price |
|---|---|---|---|---|---|
| | | $ - | | EXT. WHITE | |
| | POWER LOCKS/WINDOWS | $ - | | | |
| | 6.7L DIESEL | $ 9,995.00 | | REAR CAMERA | $ 415.00 |
| | 10-SPD. AUTO | $ - | | 169" WHEELBASE 84CA | |
| | PAYLOAD PLUS PACKAGE 19500 GVWR | $ 1,155.00 | | 4.30 LTD. SLIP | $ 395.00 |
| | BRAKE CONTROLLER | | | 4x4 | $ 3,800.00 |
| | CRUISE | | | | |
| | SPARE TIRE | $ 350.00 | | HI CAPASITY TOW | $ 580.00 |

**Total of B. Published Options:** $ 16,690.00

**Published Option Discount (5%)** $ (834.50)

**C. Unpublished Options**

| Description | Bid Price | Options | Bid Price |
|---|---|---|---|
| VERSALIFT UPFIT | $ 151,123.00 | | |
| CARRING CHARGE | $ 3,500.00 | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**Total of C. Unpublished Options:** $ 154,623.00

**D. Floor Plan Interest (for in-stock and/or equipped vehicles):** $ -

**E. Lot Insurance (for in-stock and/or equipped vehicles):** $ -

**F. Contract Price Adjustment:** DISCOUNT $ (70,000.00)

**G. Additional Delivery Charge:** 400 miles $ 700.00

**H. Subtotal:** $ 155,953.50

**I. Quantity Ordered** 1 x H = $ 155,953.50

**J. Trade in:** _____ $ -

**K.** $ -

**L. Total Purchase Price** $ 155,953.50

# PRODUCT PRICING SUMMARY

**TIPS USA 210907 AUTOMOBILES**

**VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656**

**End User:** CITY OF LAREDO
**Contact:** RON
**Email:**
**Product Description:** 2023 FORD F-150 EXT. CAB

**Prepared by:** GLEN ANGELLE
**Phone:** 409-880-9191
**Email:** gangelle.cowboyfleet@gmail.com
**Date:** July 10, 2024

**A. Bid Item:** _____ **A. Base Price:** $ 42,715.00

**B. Factory Options**

| Code | Description | Bid Price | Code | Description | Bid Price |
|---|---|---|---|---|---|
| | | $ - | | EXT. WHITE | |
| | 5.0L V8 | $ 2,895.00 | | | |
| | | | | SHORT BED | |
| | RUNNING BOARDS | $ 250.00 | | | $ - |
| | POWER LOCKS/WINDOWS | $ - | | TRAILER TOW | $ 1,395.00 |
| | CRUISE CONTROL | | | BRAKE CONTROLLER | |
| | 10- SPD AUTO | | | | |
| | 40-20-40 VINYL SEATS | | | | |

**Total of B. Published Options:** $ 4,540.00

**Published Option Discount (5%)** $ (227.00)

**C. Unpublished Options**

| Description | Bid Price | Options | Bid Price |
|---|---|---|---|
| RKI HEADACHE RACK | $ 443.75 | | |
| RKI TOOLBOX | $ 803.56 | | |
| BACKUP ALARM | $ 19.50 | | |
| 2 4" MPOWER LEDS (GRILL) | $ 192.28 | | |
| 2 4" MPOWER LEDS (REAR) | $ 192.28 | | |
| LIGHTED ROCKER SWITCH | $ 5.05 | | |
| INSTALL | $ 600.00 | | |
| FIRE EXT. | $ 50.00 | | |
| | | | |

**Total of C. Unpublished Options:** $ 2,306.42

**D. Floor Plan Interest (for in-stock and/or equipped vehicles):** $ -

**E. Lot Insurance (for in-stock and/or equipped vehicles):** $ -

**F. Contract Price Adjustment:** DISCOUNT $ (3,000.00)

**G. Additional Delivery Charge:** 400 miles $ 700.00

**H. Subtotal:** $ 47,034.42

**I. Quantity Ordered** 1 x H = $ 47,034.42

**J. Trade in:** _____ $ -

**K.** $ -

**L. Total Purchase Price** $ 47,034.42

# PRODUCT PRICING SUMMARY

**TIPS USA 210907 AUTOMOBILES**

**VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656**

**End User:** CITY OF LAREDO
**Contact:** RON
**Email:**
**Product Description:** 2023 FORD F-150 EXT. CAB

**Prepared by:** GLEN ANGELLE
**Phone:** 409-880-9191
**Email:** gangelle.cowboyfleet@gmail.com
**Date:** 7-10-24

**A.** **Bid Item:**

**A. Base Price:** $ 42,715.00

**B.** **Factory Options**

| Code | Description | Bid Price | Code | Description | Bid Price |
|---|---|---|---|---|---|
| | | $ - | | EXT. WHITE | |
| | 3.3L V6 | | | | |
| | | | | SHORT BED | |
| | | | | | $ - |
| | POWER LOCKS/WINDOWS | $ - | | | |
| | CRUISE CONTROL | | | | |
| | 10- SPD AUTO | | | IN STOCK | |
| | 40-20-40 VINYL SEATS | | | | |

**Total of B. Published Options:** $ -

**Published Option Discount (5%)** $ -

**C.** **Unpublished Options**

| Description | Bid Price | Options | Bid Price |
|---|---|---|---|
| RKI HEADACHE RACK | $ 443.75 | TRAILER TOW | $ 500.00 |
| RKI TOOLBOX | $ 803.56 | | |
| BACKUP ALARM | $ 19.50 | | |
| 2 4" MPOWER LEDS (GRILL) | $ 192.28 | | |
| 2 4" MPOWER LEDS (REAR) | $ 192.28 | | |
| LIGHTED ROCKER SWITCH | $ 5.05 | | |
| INSTALL | $ 600.00 | | |
| | | | |
| | | | |

**Total of C. Unpublished Options:** $ 2,756.42

**D.** **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ -

**E.** **Lot Insurance (for in-stock and/or equipped vehicles):** $ -

**F.** **Contract Price Adjustment:** DISCOUNT $ (3,000.00)

**G.** **Additional Delivery Charge:** 400 **miles** $ 700.00

**H.** **Subtotal:** $ 43,171.42

**I.** **Quantity Ordered** 1 **x H =** $ 43,171.42

**J.** **Trade in:** $ -

**K.** $ -

**L.** **Total Purchase Price** $ 43,171.42

## City Council

**Meeting Date:** 8/5/2024 **Consent Agenda 46.**

**SUBJECT**
Authorizing the City Manager to enter into and execute a contract between SecuLore Solutions, a cybersecurity company focused on public safety, and the City of Laredo to provide cybersecurity technology and monitoring services to safeguard the 9-1-1 Public Safety Answering Points (PSAPs), as well as the 9-1-1 Database Network in the four county region of Jim Hogg, Starr, Webb and Zapata. SecuLore will provide Paladin Overwatch cybersecurity monitoring services for the South Texas Region in the total amount of $312,502.90 for a two-year period. The managed services will be purchased from SecuLore Solutions through the Houston Galveston Area Council of Governments (HGAC) Contract No. EC07-23. Funding is available in the 911 Regional Fund.

**PREVIOUS COUNCIL ACTION**
N/A

**BACKGROUND**
The City of Laredo approved Resolution 2003-R-066 requesting that the Commission on State Emergency Communications designate the City of Laredo as the administrator of the Region's 9-1-1 Emergency Communication System. At the February 4, 2004 meeting, the Commission on State Emergency Communications designated the City of Laredo as the Administrator for the Region's 9-1-1 System, which became effective March 1, 2004. As administrators for the South Texas Development Council (STDC), the City of Laredo oversees the four county region of Jim Hogg, Starr, Webb and Zapata. The agreements with these entities are contracted with the City of Laredo beginning September 1, 2021 and ending on August 31, 2023.

The managed Overwatch Cybersecurity monitoring and threat detection service will be purchased from SecuLore Solutions through the Houston Galveston Area Council of Governments (HGAC) Contract No. EC07-23. A vulnerability assessment based on the Federal Communication Commission (FCC) (Task Force for Optimal PSAP Architecture) has been performed on all eight Public Safety Answering Points (PSAPs) and the 9-1-1 database. This analysis included a complete review of all aspects of the PSAP network and provided a full network traffic analysis. The Paladins located at each PSAP and Database site will allow our Administration us to visualize network traffic 24 hours a day/ 7 days a week, and capture suspicious data.

SecuLore Solutions will provide remote analysis of daily data by cybersecurity analysts, continuous monitoring, daily notifications, weekly reports, weekly conference calls if requested, and aggregate data. SecuLore will provide a network appliance called Paladin, similar to a router, that will alert the 9-1-1 Regional Administration, our technical support maintenance provider, WSC (Western States Communications, Inc.), and PSAPs of any potential attacks to the 9-1-1 equipment, software, and network before becoming a threat. Paladins are a new layer of cybersecurity software that visualize the network, monitor all data between the firewall and external data sources, visualize the traffic, and

focus on helping public safety protect their center's network. We have a device at each of our sites to protect 9-1-1 service for our region. We have eleven sites in total.

SecuLore will elevate cyber awareness by keeping the region informed through alerts and notifications about current vulnerabilities, patches, and cyber-attacks impacting public safety.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
It is recommended that this motion be approved.

---

**Fiscal Impact**

| | |
|---|---|
| Fiscal Year: | 2024-2025 |
| Budgeted Y/N?: | Yes |
| Source of Funds: | 911 Regional Fund |
| Account #: | 258-5568-523-5588 |
| Change Order: Exceeds 25% Y/N: | No |

**FINANCIAL IMPACT:**
Funds are available in the 911 Regional Fund Project# RCOM24 and RCOM25.

| Description | Expense Account No. | Allocated Fund Strategic Plan FY24-25 |
|---|---|---|
| Paladin Overwatch Year 1 | Info Sec | $148,924.00 |
| Paladin Overwatch Year 2 | Info Sec | $163,578.90 |
| | | Total: $312,502.90 |

SECULORE™
an Exacom company

SecuLore Solutions
25 Sundial Avenue, Suite 505
Manchester, NH 03103

**HGACBuy QUOTE**

| Date | Expires |
|---|---|
| 6/7/2024 | 8/6/2024 |

| Customer |
|---|
| City of Laredo TX<br>9-1-1 Regional Administration<br>Amanda Tienda<br>912 Matamoros St.<br>Laredo TX. 78042 |

| End User |
|---|
| Laredo/STDC |

Quote # Q-SEC-2024-1326-DM-0607-Laredo-RENEW-HGAC

Customer Requirements:

FY25 and FY26 SecuLore OverWatch Service Renewal
12 total Paladin devices
24x7 Cybersecurity Monitoring, Alerts, Guidance
Weekly SOC Analyst Reports
HGACBuy Contract Number EC07-23

| Item | Description | Units | A/M | Rate | Amount |
|---|---|---|---|---|---|
| | Summary:<br>FY25 = $148,924.00<br>FY26 = $163,578.90 | | | | |
| OWW-HG<br>OWWA-HG<br>IR-10-HG | Year 1 (FY25)<br>9/1/24 to 8/31/25<br><br>1ea. Primary Paladin 12 months<br>11ea. Additional Paladins 12 months<br>1ea. (10hrs) Cyber-Incident Response Retainer | 1 | Annual | | $303,525.00 |
| OWW-HG<br>OWWA-HG<br>IR-10-HG | Year 2 (FY26)<br>9/1/25 to 8/31/26<br><br>1ea. Primary Paladin 12 months<br>11ea. Additional Paladins 12 months<br>1ea. (10hrs) Cyber-Incident Response Retainer | 1 | Annual | | $303,525.00 |
| | | | | | $0.00 |
| | | | | | |
| | | | | | |
| | | | | Subtotal | $607,050.00 |
| SPDISC | Special FY25 Discount | 1 | ea. | -$154,601.00 | ($154,601.00) |
| SPDISC | Special FY26 Discount | 1 | ea. | -$139,946.10 | ($139,946.10) |
| | Quote Presented by:<br>David McSpadden<br>SecuLore<br>512.772.6273 call/text<br>david.mcspadden@seculore.com | | | | |
| v.07.29.23 | Thank you for the opportunity to serve and earn your business. | | | All prices USD / Total | $312,502.90 |

## City Council

**Meeting Date:** 8/5/2024 **Consent Agenda 47.**

**SUBJECT**
Authorizing the City Manager to enter into and execute a contract between Intrado Life & Safety Solutions Corp. and the City of Laredo to purchase Text to 9-1-1 Services, Text to 9-1-1 Provisioning Services, Software Subscription Support and Software Protection and Remote Technical Services Support, and Power ECATS Power Metrics Call Analytics through the Houston Galveston Area Council of Governments (HGAC) Cooperative Purchasing Contract EC07-23 in the total amount of $174,235.00. These services, software and technical support will be provided for each of eight Public Safety Answering Points (PSAPs) located throughout the South Texas Region for a one-year period. Funding is available in the 911 Regional Fund.

**PREVIOUS COUNCIL ACTION**
N/A

**BACKGROUND**
The City of Laredo approved Resolution 2003-R-066, requesting that the Commission on State Emergency Communications designate the City of Laredo as the administrator of the Region's 9-1-1 Emergency Communication System. At the February 4, 2004 meeting, the Commission on State Emergency Communications designated the City of Laredo as the Administrator for the Region's 9-1-1 System, which became effective March 1, 2004. As administrators for the South Texas Development Council (STDC), the City of Laredo oversees the four county region of Jim Hogg, Starr, Webb and Zapata. The agreements with these entities are contracted with the City of Laredo beginning September 1, 2023 and ending on August 31, 2025.

The Text to 9-1-1 Services, Text to 9-1-1 Provisioning Services, Software Subscription Support and Software Protection and Remote Technical Services Support, and Power ECATS Power Metrics Call Analytics will be purchased from Intrado Life & Safety Corp. through the Houston Galveston Area Council of Governments (HGAC) Contract No. EC07-23. These services, software, and technical support will be provided for each of eight (8) Public Safety Answering Points (PSAPs) located throughout the South Texas Region, including Laredo Police Department, Webb County Sheriff's Office, Jim Hogg County Sheriff's Office, Zapata County Sheriff's Office, Starr County Sheriff's Office, Roma Police Department, Rio Grande Police Department, and the 9-1-1 Training Center.

This support will ensure complete coverage of software and technical maintenance for a one-year period from September 1, 2024 through August 31, 2025.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**

**It is recommended that this motion be approved.**

## Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2024-2025 |
| Budgeted Y/N?: | Yes |
| Source of Funds: | 911 Regional Fund |
| Account #: | Various Accounts |
| Change Order: Exceeds 25% Y/N: | No |

**FINANCIAL IMPACT:**

Funds are available in the 9-1-1 Regional Fund RCOM25.

| Description | Expense Account No. | Allocated Fund Strategic Plan FY25 |
|---|---|---|
| Text to 9-1-1 | 258-5568-523-82-22 | $15,840.00 |
| TCC Provisioning | 258-5568-523-82-22 | $14,960.00 |
| Equipment Maintenance | 258-5568-523-82-06 | $69,550.00 |
| ECATS Power Metrics | 258-5568-523-82-08 | $73,885.60 |
| | Total: | $174,235.60 |

**Company Name: Intrado Life & Safety Solutions Corporation**

**Maintenance Renewal:** September 1, 2024 through August 31, 2025 with Quarterly Billing

***for***

## Laredo/STDC 911, TX

(**Direct Sale. Intrado products and services are on H-GAC EC07-23.)**

## Quote Number: 76000

**Version: 2**

**July 1, 2024**

The terms and conditions available at https://www.intrado.com/legal-privacy/terms/call-handling as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

## Summary – Maintenance Renewal - All Sites

| Site | Total |
|---|---|
| Laredo Police Department - Host | $21,400.00 |
| Starr County - Host | $10,700.00 |
| Jim Hogg County | $5,350.00 |
| Roma Police Department | $5,350.00 |
| Rio Grande City Police Department | $5,350.00 |
| Training Center | $10,700.00 |
| Webb County Sheriff's Office | $5,350.00 |
| Zapata County Sheriff's Office | $5,350.00 |
| **Total:** | **$ 69,550.00** |

| Invoices | Professional Services | Recurring Services | Maintenance Services | Totals |
|---|---|---|---|---|
| 9/1/2024 – 11/30/2024 | | | | **$17,387.50** |
| 12/1/2024 – 2/28/2025 | | | | **$17,387.50** |
| 3/1/2025 – 5/31/2025 | | | | **$17,387.50** |
| 6/1/2025 – 8/31/2025 | | | | **$17,387.50** |
| **Totals** | | | **$ 69,550.00** | **$ 69,550.00** |

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## Summary - Laredo PD - Host

| Item# | Description | Qty | List Price | Selling Price | Total |
|---|---|---|---|---|---|
| **Total Protection Services** | | | | | |
| P10349 | Total Protection Service, Primary Position - Year 1 | 8 | $2,675.00 | $2,675.00 | $21,400.00 |
| | | | | **Subtotal** | **$21,400.00** |

## Summary - Starr County SO - Host

| Item# | Description | Qty | List Price | Selling Price | Total |
|---|---|---|---|---|---|
| **Total Protection Services** | | | | | |
| P10349 | Total Protection Service, Primary Position - Year 4 | 4 | $2,675.00 | $2,675.00 | $10,700.00 |
| | | | | **Subtotal** | **$10,700.00** |

## Summary – Jim Hogg County SO

| Item# | Description | Qty | List Price | Selling Price | Total |
|---|---|---|---|---|---|
| **Total Protection Services** | | | | | |
| P10349 | Total Protection Service, Primary Position - Year 1 | 2 | $2,675.00 | $2,675.00 | $5,350.00 |
| | | | | **Subtotal** | **$5,350.00** |

## Summary - Roma PD

| Item# | Description | Qty | List Price | Selling Price | Total |
|---|---|---|---|---|---|
| **Total Protection Services** | | | | | |
| P10349 | Total Protection Service, Primary Position - Year 1 | 2 | $2,675.00 | $2,675.00 | $5,350.00 |
| | | | | **Subtotal** | **$5,350.00** |

## Summary - Rio Grande City PD

| Item# | Description | Qty | List Price | Selling Price | Total |
|---|---|---|---|---|---|
| **Total Protection Services** | | | | | |
| P10349 | Total Protection Service, Primary Position - Year 1 | 2 | $2,675.00 | $2,675.00 | $5,350.00 |
| | | | | **Subtotal** | **$5,350.00** |

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## Summary - Training Center

| Item# | Description | Qty | List Price | Selling Price | Total |
|---|---|---|---|---|---|
| **Total Protection Services** | | | | | |
| P10349 | Total Protection Service, Primary Position - Year 1 | 4 | $2,675.00 | $2,675.00 | $10,700.00 |
| | | | | **Subtotal** | **$10,700.00** |

## Summary - Webb County SO

| Item# | Description | Qty | List Price | Selling Price | Total |
|---|---|---|---|---|---|
| **Total Protection Services** | | | | | |
| P10349 | Total Protection Service, Primary Position - Year 1 | 2 | $2,675.00 | $2,675.00 | $5,350.00 |
| | | | | **Subtotal** | **$5,350.00** |

## Summary - Zapata County Sheriff's Office

| Item# | Description | Qty | List Price | Selling Price | Total |
|---|---|---|---|---|---|
| **Total Protection Services** | | | | | |
| P10349 | Total Protection Service, Primary Position - Year 1 | 2 | $2,675.00 | $2,675.00 | $5,350.00 |
| | | | | **Subtotal** | **$5,350.00** |

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## Notes

**1** This quote provides pricing to renew Maintenance Services for Laredo/STDC 911, TX PSAPs.

The quote includes Total Protection Service, 63 Anti-virus licenses.
The coverage period is September 1, 2024 through August 31, 2025.

Intrado will bill quarterly. With 30-day cancellation notice from the customer, the final invoice will be adjusted to remove any unused coverage.

| | Site | Pos# |
|---|---|---|
| **1** | **Laredo PD - Host** | 8 |
| **2** | **Starr County - Host** | 4 |
| 3 | Jim Hogg County | 2 |
| 4 | Roma PD | 2 |
| 5 | Rio Grande City PD | 2 |
| 6 | Training Center | 4 |
| 7 | Webb County SO | 2 |
| 8 | Zapata County SO | 2 |
| | | **26** |

Previous quotes: 65391 v1, 65396 v2, 73477 v2.

**2** **Total Protection Service provide:**

- 24/7 VIPER Alarm (NOC) Monitoring
- 24/7 Remote Technical Support
- Access to all product software updates, enhancements, and new feature releases.
- Access to all future Call Handling platform upgrades at no additional cost [i]
- Hardware repairs and hardware updates to ensure the Intrado VIPER system is operating at peak performance for the duration of system life cycle.[ii]
- Anti-Virus Update Service
- OS Update Service
- Cisco IOS updates for standard Intrado supplied Cisco LAN switches

**Conditions not covered under this Service offering**

- On-site support services are not included, but available for separate purchase.
- Customer is responsible for the installation of all software maintenance releases, unless On-Site Maintenance Services are purchased. If On-Site Maintenance has not been purchased and the customer prefers to have Intrado deploy a new release, Intrado will assign personnel to perform the upgrade on a mutually agreed upon date at Intrado's then current rate for such Professional services.
- Installation support for Call Handling platform upgrades. Installation services can be purchased separately from Intrado.
- Assistance with third-party software or hardware not provided by Intrado.
- Assistance with user configuration, usage scenarios, and items covered in standard end user training or

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operating manuals provided to the customer. Support for these subjects is available through purchase of end-user training curriculum.

- Assistance with Geographic Information Systems (GIS) data updates performed by the end user or resulting problems.
- Replacement of non-operational hardware not provided by Intrado.
- Replacement of non-operational workstation monitors.
- Hardware items deemed to be non-functional as a result of abuse, Force Majeure or other actions.
- Installation of the replacement hardware, unless On-Site Maintenance Services are purchased.

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## Terms

| | |
|---|---|
| **VENDOR NAME** | **Intrado Life & Safety Solutions Corporation**<br>Include quote number<br>and customer EIN/Tax Identification Number<br>on P.O. |
| **SUBMIT P.O.** | erd-ordermanagementteam@intrado.com |
| **PRICING** | All prices are in USD<br>Taxes, if applicable, are extra.<br>Handling and Shipping charges are extra unless specified on the quote. |
| **SHIPPING TERMS**<br>**INVOICING** | FCA (Montreal), INCOTERMS 2023<br>If Intrado is not performing Installation, software and equipment will be deemed accepted when Intrado has completed its shipping obligations. If Intrado is performing Installation, then Customer will provide Intrado with a written notice of acceptance or rejection, based on a Severity Level 1 or 2 failure (as defined in the Maintenance and Support terms), within ten calendar days after Intrado's notice of System Cutover ("Notification Date"), which acceptance will not be unreasonably withheld or conditioned. If Customer does not accept software and equipment, it will notify Intrado in writing within ten calendar days of the Notification Date, and will specify the Severity Level 1 or 2 failure. Intrado will use commercially reasonable efforts to promptly diagnose and correct all identified failures, and the acceptance process will be repeated until acceptance occurs. If Customer fails to provide written notice of rejection as stated above within the time stated above, acceptance will be deemed to have occurred. "System Cutover" will mean the first date that software and equipment is used for live call-taking or dispatching. If software and/or equipment are being installed at multiple sites, the above acceptance process will apply to each site. The date of acceptance of the first site will be referred to as "Final Acceptance." Services will be deemed accepted when performed. If installation is not purchased, then all fees will be invoiced on shipment.<br><br>If installation is purchased, Customer will be invoiced according to the following terms:<br>• 30% on acceptance of Customer's Order<br>• 30% on shipment<br>• 30% on System Cutover<br>• 10% on Final Acceptance |
| **DELIVERY** | TBD |
| **VALIDITY** | **Quote expires on December 31, 2024**.<br>However, part numbers beginning with Q, such as QXXXXX, constitute unique third-party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancellable, non-refundable, and non-exchangeable at any time. |
| **COPYRIGHT** | The information contained in this document is proprietary to Intrado Life & Safety Solutions Corporation and is offered solely for the purpose of evaluation. |

# Optional Signature Page

**Customer can purchase the products and services in this Quote by:**

- **Issuing a purchase order for the Total Amount of the quote**

**OR**

- **By signing below**

---

**Intrado Quote Number:** 76000 **Version:** 2 **Date Issued:** July 1, 2024

**Total Purchase Amount (Not including Optional Products or Services):** $ 69,550.00

**ACCEPTED AND AGREED:**

**Customer is committing to the Total Purchase Amount listed above.**

**Customer Entity Name:** Laredo/STDC 911, TX

**Signature:** _____

**Printed Name:** _____

**Title:** _____

**Date Signed:** _____

**By signing above, Customer acknowledges and agrees with the terms of the box checked below:**

_____ A customer purchase order is required to pay any invoice relating to this quote. Customer acknowledges that Intrado will not ship any equipment or software, or commence any services, until it has received customer's corresponding purchase order.

__X__ A customer purchase order is NOT required to pay any invoice relating to this quote. The signature above authorizes Intrado to ship, provide services, and invoice customer.

The terms and conditions available at https://www.intrado.com/legal-privacy/terms/call-handling as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

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**Company Name: Intrado Life & Safety Solutions Corporation**

**ECaTS Renewal:** September 1, 2024 through August 31, 2025 with Quarterly Billing

## (Power Metrics Rebranded)

***for***

## Laredo/STDC 911, TX

(**Direct Sale. Intrado products and services are on H-GAC Buy EC07-23.)**

## Quote Number: 75999

**Version: 2**

**July 1, 2024**

The terms and conditions available at https://www.intrado.com/legal-privacy/terms/call-handling as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

## Summary – ECaTS MIS, WRA, and Dashboard - All Sites

| Site | Total |
|---|---|
| Laredo Police Department - Host | $9,911.00 |
| Starr County - Host | $9,327.80 |
| Jim Hogg County | $9,063.80 |
| Roma Police Department | $9,063.80 |
| Rio Grande Police Department | $9,063.80 |
| Training Center | $9,063.80 |
| Webb County Sheriff's Office | $9,063.80 |
| Zapata County Sheriff's Office | $9,063.80 |
| **Total:** | **$73,885.60** |

| Invoices | Professional Services | Recurring Services | Maintenance Services | Totals |
|---|---|---|---|---|
| 9/1/2024 – 11/30/2024 | | | | **$18,471.40** |
| 12/1/2024 – 2/28/2025 | | | | **$18,471.40** |
| 3/1/2025 – 5/31/2025 | | | | **$18,471.40** |
| 6/1/2025 – 8/31/2025 | | | | **$18,471.40** |
| **Totals** | | **$73,885.60** | | **$73,885.60** |

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## Summary - Laredo PD - Host

| Item# | Description | Qty | List Price | Selling Price | Total |
|---|---|---|---|---|---|
| **ECATS Recurring Services** | | | | | |
| ECATS-MISU-A-T3 | ECATS MIS Tier 3: (5-9 Pos) per PSAP Annual - Year 1 | 1 | $4,284.00 | $4,284.00 | $4,284.00 |
| ECATS-WRA-P1&2-A | ECATS Wireless Reporting Analysis 1&2 - Year 1 | 1 | $4,007.00 | $4,007.00 | $4,007.00 |
| ECATS-DASHBOARD-MIS-A | ECaTS Dashboard - Year 1 | 1 | $1,620.00 | $1,620.00 | $1,620.00 |
| | | | | **Subtotal** | **$9,911.00** |

## Summary - Starr County SO- Host

| Item# | Description | Qty | List Price | Selling Price | Total |
|---|---|---|---|---|---|
| **ECATS Recurring Services** | | | | | |
| ECATS-MISU-A-T2 | ECATS MIS Tier 2: (3-4 Pos) per PSAP Annual - Year 1 | 1 | $3,700.80 | $3,700.80 | $3,700.80 |
| ECATS-WRA-P1&2-A | ECaTS Wireless Reporting Analysis 1&2 – Year 1 | 1 | $4,007.00 | $4,007.00 | $4,007.00 |
| ECATS-DASHBOARD-MIS-A | ECaTS Dashboard (per PSAP) Annual Pricing - Year 1 | 1 | $1,620.00 | $1,620.00 | $1,620.00 |
| | | | | **Subtotal** | **$9,327.80** |

## Summary - Jim Hogg County SO

| Item# | Description | Qty | List Price | Selling Price | Total |
|---|---|---|---|---|---|
| **ECATS Recurring Services** | | | | | |
| ECATS-MISU-A-T1 | ECATS MIS Tier 1: (1-2 Pos) per PSAP Annual - Year 1 | 1 | $3,436.80 | $3,436.80 | $3,436.80 |
| ECATS-WRA-P1&2-A | ECaTS Wireless Reporting Analysis 1&2 – Year 1 | 1 | $4,007.00 | $4,007.00 | $4,007.00 |
| ECATS-DASHBOARD-MIS-A | ECaTS Dashboard (per PSAP) Annual Pricing – Year 1 | 1 | $1,620.00 | $1,620.00 | $1,620.00 |
| | | | | **Subtotal** | **$9,063.80** |

## Summary - Roma PD

| Item# | Description | Qty | List Price | Selling Price | Total |
|---|---|---|---|---|---|
| **ECATS Recurring Services** | | | | | |
| ECATS-MISU-A-T1 | ECATS MIS Tier 1: (1-2 Pos) per PSAP Annual - Year 1 | 1 | $3,436.80 | $3,436.80 | $3,436.80 |
| ECATS-WRA-P1&2-A | ECaTS Wireless Reporting Analysis 1&2 – Year 1 | 1 | $4,007.00 | $4,007.00 | $4,007.00 |
| ECATS-DASHBOARD-MIS-A | ECaTS Dashboard (per PSAP) Annual Pricing – Year 1 | 1 | $1,620.00 | $1,620.00 | $1,620.00 |
| | | | | **Subtotal** | **$9,063.80** |

## Summary - Rio Grande PD

| Item# | Description | Qty | List Price | Selling Price | Total |
|---|---|---|---|---|---|
| **ECATS Recurring Services** | | | | | |
| ECATS-MISU-A-T1 | ECATS MIS Tier 1: (1-2 Pos) per PSAP Annual - Year 1 | 1 | $3,436.80 | $3,436.80 | $3,436.80 |
| ECATS-WRA-P1&2-A | ECaTS Wireless Reporting Analysis 1&2 – Year 1 | 1 | $4,007.00 | $4,007.00 | $4,007.00 |
| ECATS-DASHBOARD-MIS-A | ECaTS Dashboard (per PSAP) Annual Pricing – Year 1 | 1 | $1,620.00 | $1,620.00 | $1,620.00 |
| | | | | **Subtotal** | **$9,063.80** |

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## Summary - Training Center

| Item# | Description | Qty | List Price | Selling Price | Total |
|---|---|---|---|---|---|
| **ECATS Recurring Services** | | | | | |
| ECATS-MISU-A-T2 | ECATS MIS Tier 2: (3-4 Pos) per PSAP Annual - Year 1 | 1 | $3,700.80 | $3,700.80 | $3,700.80 |
| ECATS-WRA-P1&2-A | ECaTS Wireless Reporting Analysis 1&2 – Year 1 | 1 | $4,007.00 | $4,007.00 | $4,007.00 |
| ECATS-DASHBOARD-MIS-A | ECaTS Dashboard (per PSAP) Annual Pricing - Year 1 | 1 | $1,620.00 | $1,620.00 | $1,620.00 |
| | | | | **Subtotal** | **$9,327.80** |

## Summary - Webb County SO

| Item# | Description | Qty | List Price | Selling Price | Total |
|---|---|---|---|---|---|
| **ECATS Recurring Services** | | | | | |
| ECATS-MISU-A-T1 | ECATS MIS Tier 1: (1-2 Pos) per PSAP Annual - Year 1 | 1 | $3,436.80 | $3,436.80 | $3,436.80 |
| ECATS-WRA-P1&2-A | ECaTS Wireless Reporting Analysis 1&2 – Year 1 | 1 | $4,007.00 | $4,007.00 | $4,007.00 |
| ECATS-DASHBOARD-MIS-A | ECaTS Dashboard (per PSAP) Annual Pricing – Year 1 | 1 | $1,620.00 | $1,620.00 | $1,620.00 |
| | | | | **Subtotal** | **$9,063.80** |

## Summary - Zapata County SO

| Item# | Description | Qty | List Price | Selling Price | Total |
|---|---|---|---|---|---|
| **ECATS Recurring Services** | | | | | |
| ECATS-MISU-A-T1 | ECATS MIS Tier 1: (1-2 Pos) per PSAP Annual - Year 1 | 1 | $3,436.80 | $3,436.80 | $3,436.80 |
| ECATS-WRA-P1&2-A | ECaTS Wireless Reporting Analysis 1&2 – Year 1 | 1 | $4,007.00 | $4,007.00 | $4,007.00 |
| ECATS-DASHBOARD-MIS-A | ECaTS Dashboard (per PSAP) Annual Pricing – Year 1 | 1 | $1,620.00 | $1,620.00 | $1,620.00 |
| ECATS-MISU-A-T1 | ECATS MIS Tier 1: (1-2 Pos) per PSAP Annual - Year 2 | 1 | $3,436.80 | $3,436.80 | $3,436.80 |
| ECATS-WRA-P1&2-A | ECaTS Wireless Reporting Analysis 1&2 - Year 2 | 1 | $4,007.00 | $4,007.00 | $4,007.00 |
| ECATS-DASHBOARD-MIS-A | ECaTS Dashboard (per PSAP) Annual Pricing - Year 2 | 1 | $1,620.00 | $1,620.00 | $1,620.00 |
| | | | | **Subtotal** | **$18,127.60** |

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## Notes

**1** This quote provides pricing to renew ECaTS Service (Power Metrics Rebranded) for Laredo/STDC 911, TX PSAPS.

The coverage period is September 1, 2024 through August 31, 2025.

Intrado will bill quarterly. With 30-day cancellation notice from the customer, the final invoice will be adjusted to remove any unused coverage.

| | Site | Pos# |
|---|---|---|
| **1** | **Laredo PD - Host** | 8 |
| **2** | **Starr County - Host** | 4 |
| 3 | Jim Hogg County | 2 |
| 4 | Roma PD | 2 |
| 5 | Rio Grande City PD | 2 |
| 6 | Training Center | 4 |
| 7 | Webb County SO | 2 |
| 8 | Zapata County SO | 2 |
| | | **26** |

Previous quotes: 65396 v2, 73478 v3.

**2** **ECaTS VIPER Module**

Billing and the term commencement for the services will begin when the Services are first made available for Customer's use, and will continue for the designated number of years as stated in this Quote.

ECATs services will be provided in accordance with the applicable Service Guide at https://www.intrado.com/legal-privacy/terms/call-handling.

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## Terms

| | |
|---|---|
| **VENDOR NAME** | **Intrado Life & Safety Solutions Corporation**<br>Include quote number<br>and customer EIN/Tax Identification Number<br>on P.O. |
| **SUBMIT P.O.** | erd-ordermanagementteam@intrado.com |
| **PRICING** | All prices are in USD<br>Taxes, if applicable, are extra.<br>Handling and Shipping charges are extra unless specified on the quote. |
| **SHIPPING TERMS**<br>**INVOICING** | FCA (Montreal), INCOTERMS 2023<br>If Intrado is not performing Installation, software and equipment will be deemed accepted when Intrado has completed its shipping obligations. If Intrado is performing Installation, then Customer will provide Intrado with a written notice of acceptance or rejection, based on a Severity Level 1 or 2 failure (as defined in the Maintenance and Support terms), within ten calendar days after Intrado's notice of System Cutover ("Notification Date"), which acceptance will not be unreasonably withheld or conditioned. If Customer does not accept software and equipment, it will notify Intrado in writing within ten calendar days of the Notification Date, and will specify the Severity Level 1 or 2 failure. Intrado will use commercially reasonable efforts to promptly diagnose and correct all identified failures, and the acceptance process will be repeated until acceptance occurs. If Customer fails to provide written notice of rejection as stated above within the time stated above, acceptance will be deemed to have occurred. "System Cutover" will mean the first date that software and equipment is used for live call-taking or dispatching. If software and/or equipment are being installed at multiple sites, the above acceptance process will apply to each site. The date of acceptance of the first site will be referred to as "Final Acceptance." Services will be deemed accepted when performed. If installation is not purchased, then all fees will be invoiced on shipment.<br>If installation is purchased, Customer will be invoiced according to the following terms:<br>• 30% on acceptance of Customer's Order<br>• 30% on shipment<br>• 30% on System Cutover<br>• 10% on Final Acceptance |
| **DELIVERY** | TBD |
| **VALIDITY** | **Quote expires on December 31, 2024.**.<br>However, part numbers beginning with Q, such as QXXXXX, constitute unique third-party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancellable, non-refundable, and non-exchangeable at any time. |
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# Optional Signature Page

**Customer can purchase the products and services in this Quote by:**

- **Issuing a purchase order for the Total Amount of the quote**

**OR**

- **By signing below**

---

**Intrado Quote Number:** 75999 **Version:** 1 **Date Issued:** April 11, 2024

**Total Purchase Amount (Not including Optional Products or Services):** $147,771.20

**Please check one: Bill the Total Amount Upfront: _____ Bill Annually: _____**

**ACCEPTED AND AGREED:**

**Customer is committing to the Total Purchase Amount listed above.**

**Customer Entity Name:** Laredo/STDC 911, TX

**Signature: _____**

**Printed Name: _____**

**Title: _____**

**Date Signed: _____**

**By signing above, Customer acknowledges and agrees with the terms of the box checked below:**

_____ A customer purchase order is required to pay any invoice relating to this quote. Customer acknowledges that Intrado will not ship any equipment or software, or commence any services, until it has received customer's corresponding purchase order.

__X__ A customer purchase order is NOT required to pay any invoice relating to this quote. The signature above authorizes Intrado to ship, provide services, and invoice customer.

The terms and conditions available at https://www.intrado.com/legal-privacy/terms/call-handling as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

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**Company Name: Intrado Life & Safety Solutions Corporation**

# TCC Provisioning Change Service

***for***

# Laredo Regional 911/STDC, TX

**(Direct)**

# Quote Number: 76369

**Version: 1**

**May 31, 2024**

The terms and conditions available at https://www.intrado.com/legal-privacy/terms/call-handling as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

## Summary - Laredo Regional 911/STDC

| Item | Price |
|---|---|
| Services | $14,960.00 |
| **Total:** | **$14,960.00** |

## Configuration Parameters - Laredo Regional 911/STDC

| Item# | Description | Qty | List Price | Selling Price | Total |
|---|---|---|---|---|---|
| **TXT29-1-1 Setup Fees** | | | | | |
| TCCOTF4 | TCC Provisioning Change Fee per PSAP | 8 | $1,870.00 | $1,870.00 | $14,960.00 |
| | | | | **Total** | **$14,960.00** |

## Notes

**1** This quote is providing pricing for TCC Provisioning for (8) PSAPs at Laredo Regional 911/STDC for new CHE.

| | |
|---|---|
| 1 | **Laredo PD - Host** |
| 2 | **Starr County - Host** |
| 3 | Jim Hogg County |
| 4 | Roma PD |
| 5 | Rio Grande City PD |
| 6 | Webb County SO |
| 7 | Zapata County SO |
| 8 | Training Center |

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## Terms

| | |
|---|---|
| **VENDOR NAME** | **Intrado Life & Safety Solutions Corporation**<br>Include quote number<br>and customer EIN/Tax Identification Number<br>on P.O. |
| **SUBMIT P.O.** | erd-ordermanagementteam@intrado.com |
| **PRICING** | All prices are in USD<br>Taxes, if applicable, are extra.<br>Handling and Shipping charges are extra unless specified on the quote. |
| **SHIPPING TERMS** | FCA (Montreal), INCOTERMS 2023 |
| **INVOICING** | If Intrado is not performing Installation, software and equipment will be deemed accepted when Intrado has completed its shipping obligations. If Intrado is performing Installation, then Customer will provide Intrado with a written notice of acceptance or rejection, based on a Severity Level 1 or 2 failure (as defined in the Maintenance and Support terms), within ten calendar days after Intrado's notice of System Cutover ("Notification Date"), which acceptance will not be unreasonably withheld or conditioned. If Customer does not accept software and equipment, it will notify Intrado in writing within ten calendar days of the Notification Date, and will specify the Severity Level 1 or 2 failure. Intrado will use commercially reasonable efforts to promptly diagnose and correct all identified failures, and the acceptance process will be repeated until acceptance occurs. If Customer fails to provide written notice of rejection as stated above within the time stated above, acceptance will be deemed to have occurred. "System Cutover" will mean the first date that software and equipment is used for live call-taking or dispatching. If software and/or equipment are being installed at multiple sites, the above acceptance process will apply to each site. The date of acceptance of the first site will be referred to as "Final Acceptance." Services will be deemed accepted when performed. If installation is not purchased, then all fees will be invoiced on shipment. If installation is purchased, Customer will be invoiced according to the following terms:<br>• 30% on acceptance of Customer's Order<br>• 30% on shipment<br>• 30% on System Cutover<br>• 10% on Final Acceptance |
| **DELIVERY** | TBD |
| **VALIDITY** | **Quote expires on November 26, 2024**.<br>However, part numbers beginning with Q, such as QXXXXX, constitute unique third-party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancellable, non-refundable, and non-exchangeable at any time. |
| **COPYRIGHT** | The information contained in this document is proprietary to Intrado Life & Safety Solutions Corporation and is offered solely for the purpose of evaluation. |

# Optional Signature Page

**Customer can purchase the products and services in this Quote by:**

- **Issuing a purchase order for the Total Amount of the quote**

**OR**

- **By signing below**

---

**Intrado Quote Number:** 76369 **Version:** 1 **Date Issued:** May 31, 2024

**Total Purchase Amount (Not including Optional Products or Services):** $14,960.00

**ACCEPTED AND AGREED:**

**Customer is committing to the Total Purchase Amount listed above.**

**Customer Entity Name:** Laredo Regional 911/STDC, TX

**Signature:** _____

**Printed Name:** _____

**Title:** _____

**Date Signed:** _____

**By signing above, Customer acknowledges and agrees with the terms of the box checked below:**

_____ A customer purchase order is required to pay any invoice relating to this quote. Customer acknowledges that Intrado will not ship any equipment or software, or commence any services, until it has received customer's corresponding purchase order.

__X__ A customer purchase order is NOT required to pay any invoice relating to this quote. The signature above authorizes Intrado to ship, provide services, and invoice customer.

The terms and conditions available at https://www.intrado.com/legal-privacy/terms/call-handling as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

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**Company Name: Intrado Life & Safety Solutions Corporation**

**TXT29-1-1 Renewal:** September 1, 2024 through August 31, 2025

***for***

**Laredo/STDC 911, TX**

(**Direct Sale. Intrado products and services are on H-GAC EC07-23.)**

**Quote Number: 75998**

**Version: 2**

**July 1, 2024**

The terms and conditions available at https://www.intrado.com/legal-privacy/terms/call-handling as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

**Summary – TXT Renewal - All Sites**

| Item | Total |
|---|---|
| Laredo Police Department - Host | $4,290.00 |
| Starr County - Host | $1,650.00 |
| Jim Hogg County | $1,650.00 |
| Roma Police Department | $1,650.00 |
| Rio Grande City Police Department | $1,650.00 |
| Training Center | $1,650.00 |
| Webb County Sheriff's Office | $1,650.00 |
| Zapata County Sheriff's Office | $1,650.00 |
| **Total:** | **$15,840.00** |

| Year | Systems | Professional Services | Recurring Services | Maintenance Services | Totals |
|---|---|---|---|---|---|
| Year 1 | | | $15,840.00 | | **$15,840.00** |
| **Totals** | | | **$15,840.00** | | **$15,840.00** |

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### Summary - Laredo PD - Host

| Item# | Description | Qty | List Price | Selling Price | Total |
|---|---|---|---|---|---|
| **TXT29-1-1 Recurring Services** | | | | | |
| ITXTARF2 | TXT29-1-1 Annual Fee per PSAP (5-10 Seats) - Year 1 | 1 | $4,290.00 | $4,290.00 | $4,290.00 |
| | | | | **Subtotal** | **$4,290.00** |

### Summary - Starr County SO - Host

| Item# | Description | Qty | List Price | Selling Price | Total |
|---|---|---|---|---|---|
| **TXT29-1-1 Recurring Services** | | | | | |
| ITXTARF1 | TXT29-1-1 Annual Fee per PSAP (1-4 Seats) - Year 1 | 1 | $1,650.00 | $1,650.00 | $1,650.00 |
| | | | | **Subtotal** | **$1,650.00** |

### Summary - Jim Hogg County SO

| Item# | Description | Qty | List Price | Selling Price | Total |
|---|---|---|---|---|---|
| **TXT29-1-1 Recurring Services** | | | | | |
| ITXTARF1 | TXT29-1-1 Annual Fee per PSAP (1-4 Seats) - Year 1 | 1 | $1,650.00 | $1,650.00 | $1,650.00 |
| | | | | **Subtotal** | **$1,650.00** |

### Summary - Roma PD

| Item# | Description | Qty | List Price | Selling Price | Total |
|---|---|---|---|---|---|
| **TXT29-1-1 Recurring Services** | | | | | |
| ITXTARF1 | TXT29-1-1 Annual Fee per PSAP (1-4 Seats) - Year 1 | 1 | $1,650.00 | $1,650.00 | $1,650.00 |
| | | | | **Subtotal** | **$1,650.00** |

### Summary - Rio Grande City PD

| Item# | Description | Qty | List Price | Selling Price | Total |
|---|---|---|---|---|---|
| **TXT29-1-1 Recurring Services** | | | | | |
| ITXTARF1 | TXT29-1-1 Annual Fee per PSAP (1-4 Seats) - Year 1 | 1 | $1,650.00 | $1,650.00 | $1,650.00 |
| | | | | **Subtotal** | **$1,650.00** |

### Summary - Training Center

| Item# | Description | Qty | List Price | Selling Price | Total |
|---|---|---|---|---|---|
| **TXT29-1-1 Recurring Services** | | | | | |
| ITXTARF1 | TXT29-1-1 Annual Fee per PSAP (1-4 Seats) - Year 1 | 1 | $1,650.00 | $1,650.00 | $1,650.00 |
| | | | | **Subtotal** | **$1,650.00** |

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**Summary - Webb County SO**

| Item# | Description | Qty | List Price | Selling Price | Total |
|---|---|---|---|---|---|
| **TXT29-1-1 Recurring Services** | | | | | |
| ITXTARF1 | TXT29-1-1 Annual Fee per PSAP (1-4 Seats) - Year 1 | 1 | $1,650.00 | $1,650.00 | $1,650.00 |
| | | | | **Subtotal** | **$1,650.00** |

**Summary - Zapata County SO**

| Item# | Description | Qty | List Price | Selling Price | Total |
|---|---|---|---|---|---|
| **TXT29-1-1 Recurring Services** | | | | | |
| ITXTARF1 | TXT29-1-1 Annual Fee per PSAP (1-4 Seats) - Year 1 | 1 | $1,650.00 | $1,650.00 | $1,650.00 |
| | | | | **Subtotal** | **$1,650.00** |

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**Notes**

**1** This quote provides pricing to renew TXT29-1-1 Service for Laredo/STDC 911, TX PSAPs.

The coverage period is September 1, 2024 through August 31, 2025.

| | Site | Pos# |
|---|---|---|
| **1** | **Laredo PD - Host** | 8 |
| **2** | **Starr County - Host** | 4 |
| 3 | Jim Hogg County | 2 |
| 4 | Roma PD | 2 |
| 5 | Rio Grande City PD | 2 |
| 6 | Training Center | 4 |
| 7 | Webb County SO | 2 |
| 8 | Zapata County SO | 2 |
| | | **26** |

Previous quote: 71743 v2.

**2** Pricing is based on the number of positions and PSAPs in the quote. The only variable cost is related to connectivity and the network engineering hours needed to configure the connectivity based upon the PSAP's requirements. Connectivity is available via the A9-1-1 ESInet or the PSAP's internet interface, which will be secured by Intrado Life & Safety Solutions Corporation.

Text is provided into the Call Handling system either via ITS or ESINet, depending on transport method used.

TXT29-1-1 services will be provided in accordance with the applicable Service Guide at https://www.intrado.com/legal-privacy/terms/call-handling.

PSAP billing will begin upon completion of deployment and text readiness delivery from Intrado to the PSAP. Completion is defined as the PSAP being able to accept text messages.

Billing and the term commencement for the services will begin when the Services are first made available for Customer's use, and will continue for the designated number of months as stated in this Quote.

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## Terms

| | |
|---|---|
| **VENDOR NAME** | **Intrado Life & Safety Solutions Corporation**<br>Include quote number<br>and customer EIN/Tax Identification Number<br>on P.O. |
| **SUBMIT P.O.** | erd-ordermanagementteam@intrado.com |
| **PRICING** | All prices are in USD<br>Taxes, if applicable, are extra.<br>Handling and Shipping charges are extra unless specified on the quote. |
| **SHIPPING TERMS** | FCA (Montreal), INCOTERMS 2023 |
| **INVOICING** | If Intrado is not performing Installation, software and equipment will be deemed accepted when Intrado has completed its shipping obligations. If Intrado is performing Installation, then Customer will provide Intrado with a written notice of acceptance or rejection, based on a Severity Level 1 or 2 failure (as defined in the Maintenance and Support terms), within ten calendar days after Intrado's notice of System Cutover ("Notification Date"), which acceptance will not be unreasonably withheld or conditioned. If Customer does not accept software and equipment, it will notify Intrado in writing within ten calendar days of the Notification Date, and will specify the Severity Level 1 or 2 failure. Intrado will use commercially reasonable efforts to promptly diagnose and correct all identified failures, and the acceptance process will be repeated until acceptance occurs. If Customer fails to provide written notice of rejection as stated above within the time stated above, acceptance will be deemed to have occurred. "System Cutover" will mean the first date that software and equipment is used for live call-taking or dispatching. If software and/or equipment are being installed at multiple sites, the above acceptance process will apply to each site. The date of acceptance of the first site will be referred to as "Final Acceptance." Services will be deemed accepted when performed. If installation is not purchased, then all fees will be invoiced on shipment. If installation is purchased, Customer will be invoiced according to the following terms:<br>• 30% on acceptance of Customer's Order<br>• 30% on shipment<br>• 30% on System Cutover<br>• 10% on Final Acceptance |
| **DELIVERY** | TBD |
| **VALIDITY** | **Quote expires on December 31, 2024**.<br>However, part numbers beginning with Q, such as QXXXXX, constitute unique third-party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancellable, non-refundable, and non-exchangeable at any time. |
| **COPYRIGHT** | The information contained in this document is proprietary to Intrado Life & Safety Solutions Corporation and is offered solely for the purpose of evaluation. |

# Optional Signature Page

**Customer can purchase the products and services in this Quote by:**

- **Issuing a purchase order for the Total Amount of the quote**

**OR**

- **By signing below**

---

**Intrado Quote Number:** 75998 **Version:** 2 **Date Issued:** **July 1, 2024**

**Total Purchase Amount (Not including Optional Products or Services):** $15,840.00

**ACCEPTED AND AGREED:**

**Customer is committing to the Total Purchase Amount listed above.**

**Customer Entity Name:** Laredo/STDC 911, TX

**Signature:** _____

**Printed Name:** _____

**Title:** _____

**Date Signed:** _____

**By signing above, Customer acknowledges and agrees with the terms of the box checked below:**

_____ A customer purchase order is required to pay any invoice relating to this quote. Customer acknowledges that Intrado will not ship any equipment or software, or commence any services, until it has received customer's corresponding purchase order.

__X__ A customer purchase order is NOT required to pay any invoice relating to this quote. The signature above authorizes Intrado to ship, provide services, and invoice customer.

The terms and conditions available at https://www.intrado.com/legal-privacy/terms/call-handling as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

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# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Resolution 48.**

**SUBJECT**
A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept a supplemental grant in the amount of $12,497.50 from the Office of The Governor, Homeland Security Grants Division (HSGD) for the 2021 Operation Stonegarden Grant (OPSG) to purchase a communication radio consolette. No local match is required. Funding is available in the Special Police Fund.

**PREVIOUS COUNCIL ACTION**
Resolution 2022-R-089 authorizing the City Manager to accept a grant to fund the 2021 Operation Stonegarden Grant was approved by council on May 16, 2022.

**BACKGROUND**
The U.S. Border Patrol, Laredo Sector, Webb County Sheriff's Office (WCSO) and Laredo Police Department (LPD) will combine efforts to bolster Homeland Security related efforts in the Laredo Sector Area of Responsibility (AOR).

Historically, WCSO and LPD have diligently coordinated their efforts with the Office of Border Patrol Laredo Sector to safeguard the country's borders. In the first Operation Stonegarden, WCSO and LPD participated in joint ventures to increase visibility in pursuit of an elevated level of homeland security. LPD and WCSO will continue to provide 2nd-Tier, force-multiplier assets to work in partnership with the Laredo Sector Border Patrol Stations. Operation Laredo Region Stonegarden encompasses the core elements of the National Border Patrol Strategy Border Patrol Stations.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Recommends that council approves this resolution.

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2024 |
| Budgeted Y/N?: | N |
| Source of Funds: | Grant |
| Account #: | 229 |
| Change Order: Exceeds 25% Y/N: | N/A |

**FINANCIAL IMPACT:**

Funding is available in the Special Police Fund.
No local match required.

**RESOLUTION 2024-R-242**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT A SUPPLEMENTAL GRANT IN THE AMOUNT OF $12,497.50 FROM THE OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION (HSGD) FOR THE 2021 OPERATION STONEGARDEN GRANT (OPSG) TO PURCHASE A COMMUNICATION RADIO CONSOLETTE. NO LOCAL MATCH IS REQUIRED. FUNDING IS AVAILABLE IN THE SPECIAL POLICE FUND.**

**Whereas**, the City of Laredo designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate this grant on behalf of the applicant agency; and

**Whereas,** the City of Laredo will accept additional funds in the amount of $12,497.50 from the Office of the Governor, Homeland Security Grants Division to fund the 2021 Operation Stonegarden Grant; and

**Whereas**, the City of Laredo finds it in the best interest of the citizens of Laredo that the 2021 Operation Stonegarden be operated; and

**Whereas**, the City of Laredo has agreed that in the event of loss or misuse of the Office of the Governor funds, the City of Laredo assures that the funds will be returned to the Office of the Governor in full.

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

**Section 1**: A resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept a supplemental grant in the amount of $12,497.50 from the Office of The Governor, Homeland Security Grants Division (HSGD) for the 2021 Operation Stonegarden Grant (OPSG) to purchase a communication radio consolette. No local match is required. Funding is available in the Special Police Fund.

**Section 2**: It authorizes the City Manager to execute all necessary forms and documents to obtain said grant and to effectuate its terms.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

**Grant Number: 3075307**

_____
DR. VICTOR D. TREVIÑO
MAYOR

**ATTEST:**

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

**APPROVED AS TO FORM:**

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Resolution 49.**

**SUBJECT**
A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to submit a grant application in the amount of $233,730.00 to the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), for the funding of FY 2024 Body-Worn Camera (BWC) Policy and Implementation Program for the period of October 1, 2024 through September 30, 2027 (36 months). The federal share is in the amount of $90,000.00 and the City will be responsible for a required to match of $143,730.00. Funding will be accounted for in the Special Police Fund.

**PREVIOUS COUNCIL ACTION**
None.

**BACKGROUND**
The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP) Bureau of Justice Assistance (BJA) offers the Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies. This program furthers the Department's mission by promoting the safety of law enforcement officers and citizens. The intent of the program is to help agencies develop, implement, and evaluate a BWC program to improve officer safety, enhance evidentiary value, and enhance officer interactions in ways that contribute to building community trust and facilitating cooperative engagements.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Recommends that Council approves this resolution.

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2025 |
| Budgeted Y/N?: | Y |
| Source of Funds: | Special Police |
| Account #: | 229 |
| Change Order: Exceeds 25% Y/N: | N/A |

**FINANCIAL IMPACT:**
No Financial Impact at this time.

**RESOLUTION 2024-R-247**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION IN THE AMOUNT OF $233,730.00 TO THE U.S. DEPARTMENT OF JUSTICE (DOJ), OFFICE OF JUSTICE PROGRAMS (OJP), BUREAU OF JUSTICE ASSISTANCE (BJA), FOR THE FUNDING OF FY 2024 BODY-WORN CAMERA (BWC) POLICY AND IMPLEMENTATION PROGRAM FOR THE PERIOD OF OCTOBER 01, 2024 THROUGH SEPTEMBER 30, 2027 (36 MONTHS). THIS PROGRAM FURTHERS THE DEPARTMENT'S MISSION BY PROMOTING THE SAFETY OF LAW ENFORCEMENT OFFICERS AND CITIZENS THROUGH THE PURCHASE OF BWC EQUIPMENT. THE FEDERAL SHARE IS IN THE AMOUNT OF $90,000.00 AND THE CITY WILL BE RESPONSIBLE FOR A REQUIRED TO MATCH OF $143,730.00. FUNDING WILL BE AVAILABLE IN THE SPECIAL POLICE FUND.**

**Whereas**, the City of Laredo finds it in the best interest of the citizens of Laredo, that the Body-Worn Camera Policy and Implementation Program be operated; and

**Whereas**, the City of Laredo designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate this grant on behalf of the City of Laredo; and

**Whereas**, the City of Laredo agrees to provide applicable matching funds for the said project as required by U.S. Department of Justice, Office of Justice Program, Bureau of Justice Assistance; and

**Whereas**, the City of Laredo agrees that in the event of loss or misuse of the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice funds, the City of Laredo assures that the funds will be returned in full; and

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

**Section 1**: A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to submit a grant application in the amount of $233,730.00 to the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), for the funding of FY 2024 Body-Worn Camera (BWC) Policy and Implementation Program for the period of October 01, 2024 through September 30, 2027 (36 months). This program furthers the Department's mission by promoting the safety of law enforcement officers and citizens through the purchase of BWC equipment. The federal share is in the amount of $90,000.00 and the city will be responsible for a required to match of $143,730.00. Funding will be available in the Special Police Fund.

**Section 2**: It authorizes the City Manager to execute all necessary forms and documents to obtain said grant and to effectuate its terms.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____

DR. VICTOR D. TREVIÑO
MAYOR

**ATTEST:**

_____

MARIO I. MALDONADO, JR.
CITY SECRETARY

**APPROVED AS TO FORM:**

_____

JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Consent Agenda 50.**

**SUBJECT**
Consideration to renew contract FY23-060 to Enterprises Rent-A-Car for providing rental of vehicles for the Laredo Police Department in an estimated yearly cost of $189,000.00. This contract secures fifteen vehicles for the LPD Auto Theft Unit. The term of this contract between the City of Laredo and Enterprise Rent-A Car, was for a period of one year with option to renewal three additional one year periods upon mutual agreement of parties. This is the first of three extension periods. This contract will commence on September 1, 2024. Funding is available in the Auto Theft Task Force Fund and General Fund-Police Department.

**PREVIOUS COUNCIL ACTION**
Contract was approved by City Council on August 21, 2023.

**BACKGROUND**
The City received two bids, one from Enterprise Rent-A-Car (Laredo, TX) and one from Acme Auto Leasing, LLC. (North Haven, CT). Enterprise Rent-A-Car priced each midsize unit at $1,050 for a total contract amount of $189,000.00 while Acme Auto Leasing, LLC. priced them at $995.00 with a $1,200 delivery fee per vehicle for a total contract amount of $197,100.00. Therefore, Enterprise Rent -A-Car was the lowest bidder. The term of this contract shall be for one (1) year commencing September 1, 2023 through August 31, 2024; thereafter, the contract may be extended for three additional one year period contingent upon availability of funds and upon mutual agreement of the parties.

**COMMITTEE RECOMMENDATION**
None.

**STAFF RECOMMENDATION**
It is recommended that this contract be renewed.

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2024 |
| Budgeted Y/N?: | Yes. |
| Source of Funds: | Grant and General Fund |
| Account #: | 222-2385 & 101-2322 |
| Change Order: Exceeds 25% Y/N: | |

**FINANCIAL IMPACT:**
Funds are available in the Auto Theft Task Force Fund acct (222-2385-523-3730) Project: AUTO24

and General Fund (101-2322-523-3730), contractual services, "Rental of Equipment" line item budget.

# City of Laredo
# Purchasing Division

## Renewal Letter

July 2, 2024

Mr. Dan Gulley
Enterprises Holding, LLC
1505 Harry Wurzbach
San Antonio, Texas 78209

Re: Rental of Vehicles – Laredo Police Department
Contract FY23-060
Extension I

Dear Mr. Gulley,

A contract for Rental of Vehicles to the Laredo Police Department was approved by City Council and awarded to your company on August 21, 2023. The term of this contract was for a period of one (1) year which commenced in September 1, 2023. This contract has an option to renew three (3) additional (1) one year periods upon mutual agreement of parties. This is the first of three extension periods.

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata

Purchasing Agent

Enterprise Holding, LLC

Request a contract extension: X Not request a contract extension: _____

Authorized Signature: Dan

Print Name: Dan Culver

Date: July 8th, 2024

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Consent Agenda 51.**

### SUBJECT
Consideration to renew contract FY22-083 with Holguin Cleaners, Laredo, Texas for providing laundry and dry cleaning services to the Laredo Police Department in the amount not to exceed $100,000.00. There is a proposed price increase of 7% due to higher labor costs during this extension period. This is a laundry and dry cleaning services contract for police uniforms and non-uniforms; in accordance to the provisions of the collective bargaining agreement. The term of this contract is for a period of one year subject to future appropriations; contract may be extended for two additional one year periods, upon mutual agreement of the parties. This is the second of three extension periods. Contract will commence on September 2024. Funding is available in the General Fund-Police Department.

### PREVIOUS COUNCIL ACTION
Contract was approved by City Council on September 6, 2022.
Contract renewal 1 was approved by City Council on August 21, 2023.

### BACKGROUND
The City went out on formal bids and received one (1) bid submittal through Cit-E-Bid for awarding an annual contract for Dry Cleaning and Laundry Services for Laredo Police uniforms and non-police uniforms; in accordance to the provisions of the collective bargaining agreement. Vendor will be required to itemize all items with the respective price and bill on actual services rendered. The term of this contract shall be for the period of year; subject to future appropriations; contract may be extended for three additional one year period each upon mutual agreement of the parties.

### COMMITTEE RECOMMENDATION
None.

### STAFF RECOMMENDATION
It is recommended that this contract be renewed.

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2024 |
| Budgeted Y/N?: | Yes. |
| Source of Funds: | General Fund |
| Account #: | 101-2366-523-1800 |
| Change Order: Exceeds 25% Y/N: | |

### FINANCIAL IMPACT:
Funds are available in the Police Departments contractual services, linen and laundry service line item budget. The City 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.

**PURCHASE ORDER**

CITY OF LAREDO-PURCHASING

5512 THOMAS AVENUE

LAREDO, TX 78041

**VENDOR PHONE:** (956) 722-7461

**VENDOR #:** 201128

**VENDOR ADDRESS:** HOLGUIN CLEANERS

2705 N. BUENA VISTA

LAREDO, TX 78043

**RE:** POLICE UNIFORM LAUNDRY SERVICES FEES

Dear Mr. Aldape,

This letter is to inform you that some of the prices for our services will have an increase due to inflation reflected in the prices of our cleaning products. Below you will find the list of changes for each specific item. We hope you understand and continue to do business together.

**Investigators:**

pants $4.00

shirts $4.25

**Police officers:**

pants $5.25

shirts $5.25

vest $4.00

jacket $6.50

Sincerely, Teodoro E Holguin

6-21-24

# City of Laredo
# Purchasing Division

## Renewal Letter

July 2, 2024

Mr. Jesus Holguin
Holguin Cleaners
2705 N. Buena Vista Ave.
Laredo, Texas, 78043

Re: Police Uniform Laundry Services and Non-Uniform Dry Cleaning – Laredo Police Department
Contract FY22-083
Extension II

Dear Mr. Holguin,

A contract for providing Laundry and Dry Cleaning Services to the Laredo Police Department was approved by City Council and awarded to your company on 9/06/2022. The term of this contract was for a period of one (1) year. This contract has an option to renew three (3) additional (1) one year periods upon mutual agreement of parties. This is the second of three extension periods.

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata

Purchasing Agent

Holguin Cleaners

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: Teodora E Holguin

Print Name: TEODORA E HOLGUIN

Date: 7-8-24

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Consent Agenda 52.**

**SUBJECT**
Consideration to authorize the purchase contract with the sole source provider, Flock Safety, Atlanta, Georgia in the amount of $1,128,747.85 for the purchase of license plate readers and fixed camera systems. Funding is available in the Auto Theft Task Force Fund.

**PREVIOUS COUNCIL ACTION**
None.

**BACKGROUND**
Authorization is requested to purchase license plate readers and fixed cameras systems for the Laredo Police Department. Flock Safety headquartered in Atlanta, Georgia is the Sole Source manufacturer, developer, and distributor of the license plate readers, and all related software, products, and services.

**COMMITTEE RECOMMENDATION**
None.

**STAFF RECOMMENDATION**
It is recommended that this contract be approved.

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2024 |
| Budgeted Y/N?: | Y |
| Source of Funds: | Grant |
| Account #: | 222-2348 |
| Change Order: Exceeds 25% Y/N: | N/A |

**FINANCIAL IMPACT:**
Funding is available in the Auto Theft Task Force Fund. (Project# ATCC24)

**Flock Safety + TX - Laredo PD**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Megan Deterling
megan.deterling@flocksafety.com
7138359586

Created Date: 07/12/2024
Expiration Date: 09/30/2024
Quote Number: Q-80016
PO Number:

flock safety

flock safety

# Budgetary Quote

**This document is for informational purposes only. Pricing is subject to change.**

Bill To: 4712 Maher Ave Laredo, Texas 78041

Ship To: 4712 Maher Ave Laredo, Texas 78040

Billing Company Name: TX - Laredo PD
Billing Contact Name:
Billing Email Address:
Billing Phone:

Subscription Term: 60 Months
Payment Terms: Net 30
Retention Period: 30 Days
Billing Frequency: Annual Plan - First Year Invoiced at Signing.

## Hardware and Software Products

Annual recurring amounts over subscription term

| Item | Cost | Quantity | Total |
|---|---|---|---|
| **Flock Safety Platform** | | | **$1,010,649.85** |
| **Flock Safety Flock OS** | | | |
| FlockOS® Elite Package | Included | 1 | Included |
| Enhanced LPR Upgrade | Included | 1 | Included |
| **Flock Safety LPR Products** | | | |
| Flock Safety Falcon ® | Included | 79 | Included |
| **Flock Safety Video Products** | | | |
| Flock Safety Wing ™ VMS | Included | 7500 | Included |
| Flock Safety Condor ™ PTZ w/ LTE Service | Included | 113 | Included |
| **Flock Safety Audio Products** | | | |
| Flock Safety Raven ® - 1/4mi | Included | 7 | Included |
| **Flock Safety Professional Services** | | | |
| Custom Recurring Subscription | Included | 40 | Included |
| Professional Services - Subscription - Electrical Implementation | Included | 42 | Included |

## Professional Services and One Time Purchases

| Item | Cost | Quantity | Total |
|---|---|---|---|
| **One Time Fees** | | | |
| **Flock Safety Professional Services** | | | |
| Professional Services - Standard Implementation Fee | $650.00 | 79 | $51,350.00 |
| Condor Professional Services - Standard Implementation Fee | $396.00 | 113 | $44,748.00 |
| Professional Services - Subscription - Electrical Implementation | $2,500.00 | 42 | $105,000.00 |
| Custom One-Time Fee | $500.00 | 40 | $20,000.00 |
| Custom One-Time Fee | $2,000.00 | 1 | $2,000.00 |
| Custom One-Time Fee | $0.00 | 1 | $0.00 |

| | |
|---|---|
| **Subtotal Year 1:** | $1,128,747.85 |
| **Annual Recurring Subtotal:** | $1,010,649.85 |
| **Discounts:** | $799,252.74 |
| **Estimated Tax:** | $0.00 |
| **Contract Total:** | $5,171,347.26 |

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.*

**Special Terms:**

-Custom Recurring Subscription (Flock Video Kits)
-Professional Services - Subscription - Electrical Implementation (Condor AEP usage fee)
-Custom One-Time Fee (Flock Video Kit – Installation Fee)
-Custom One-Time Fee (Trailer Shipping Fee)
-Custom One-Time Fee Complimentary for 1 year (REAL-TIME POLICING CONSULTING)
-Solar Video Trailer: 800W Solar video trailer with 30' telescoping tower and electric winch. Trailer will be outfitted with:
2 x Condor PTZ live and recorded video cameras. 2 x Flock compute box (2TB SSD)
1 x 360 degree, multi-sensor, live and recorded video quad-cam. Flock Wing Gateway NVR (8TB SSD)
Blue flashing LED strobe beacon, 1X Raven, 1X Falcon, Audio speaker
*Additional products might have impact on the power budget of the system
The LPR (Falcon) will be mounted to the frame of the trailer for ease of installing and practicality of capturing plates

| Billing Schedule | Amount (USD) |
|---|---|
| **Year 1** | |
| At Contract Signing | $1,128,747.85 |
| **Annual Recurring after Year 1** | $1,010,649.85 |
| **Contract Total** | $5,171,347.26 |

*Tax not included

| Discounts Applied | Amount (USD) |
|---|---|
| Flock Safety Platform | $491,250.74 |
| Flock Safety Add-ons | $0.00 |
| Flock Safety Professional Services | $65,002.00 |

## Product and Services Description

| Flock Safety Platform Items | Product Description |
|---|---|
| Flock Safety Falcon ® | An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes. |
| Flock Safety Raven® | An audio detection device that provides real-time alerting to law enforcement based on programmed audio events. |
| Flock Safety Condor™ | Flock's pan, tilt, zoom (PTZ) or fixed cameras which capture video footage with the option to stream live video, capture and view video recordings, and upload videos. |

| One-Time Fees | Service Description |
|---|---|
| Installation on existing infrastructure | One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief. |
| Professional Services - Standard Implementation Fee | One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief. |
| Professional Services - Advanced Implementation Fee | One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief. |

## FlockOS Features & Description

| FlockOS Features | Description |
|---|---|
| Wing Gateway, Wing Cloud, Wing VMS | Unlocks access to purchase Wing. |
| Custom Map Layers | The FlockOS® Map is powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data. |
| Axon BWC (Body Worn Camera) Locations | Locate patrol officers and their BWC device statuses in one unified map view, optimizing coordination and response times. |
| Map PDF Attachments | |
| Camera Registry Program | Access a customizable, fully-hosted camera registry website to quickly identify nearby video sources during incidents. Strengthen community ties by incorporating fixed camera feeds from local schools, businesses, and neighborhoods. The interactive map lets you spot relevant cameras so you can easily contact camera owners to assist in investigations. |
| Automatic Vehicle Location (AVL) Connection | Boost situational awareness by displaying the Automatic Vehicle Location of patrol vehicles or other assets. This feature ensures resources are effectively allocated and response times are minimized. |
| Computer Aided Dispatch (CAD) Connection | Seamlessly incorporates your CAD system into FlockOS®. This crucial connection ensures that calls-for-service, locations, and actionable intelligence are displayed side-by-side, driving efficient call resolutions. |
| Floor Plans | Equip officers with detailed indoor layouts by layering building floor plans on the interactive ESRI-based map, enhancing tactical decision-making during incidents. |
| Drone Video Integration | Access live drone video feeds, locations, and device statuses in one unified map view, increasing situational awareness and driving safe responses to critical incidents. |
| FirstTwo Connection | Law enforcement agencies that already have an account with FirstTwo can enhance their Map by integrating vital intelligence to drive more informed responses. When there's an incident, like a License Plate Recognition (LPR) alert or a Computer Aided Dispatch (CAD) Call for Service, FlockOS will show markers on the buildings near the incident. By clicking on a building marker, information about the residents in that building will be displayed. This includes their names, ages, addresses, and a link to FirstTwo for phone numbers and additional details. |
| Regionalization Support | Enhance collective response and communications across your geographical region by pooling resources, technology, and intelligence. With FlockOS® Elite, you can share integrated CAD systems and cameras with neighboring agencies to coordinate quick responses to emerging threats and crime patterns, creating a safer community for residents in your broader area while maximizing resources. |

| | |
|---|---|
| Real-Time Routing | Promote safety by utilizing camera streams and vehicle history to predict a vehicle's direction of travel, minimizing the risks associated with vehicle pursuits. |
| SSO | Ability to sign into the Flock Safety platform via Okta Single Sign On (SSO). This increases login speed and information security. |
| Convoy Search | Unearth hidden connections by detecting suspect vehicles that frequently travel together. This tool is invaluable for investigating organized or serial crimes and identifying accomplices. |
| Visual Search | Transforms any digital photo into a potent investigative lead, enhancing evidence collection. Upload the image of a vehicle into FlockOS® to initiate a reverse image search that will help you identify crucial suspect vehicle information and unlock dead-end investigations. |
| Multi Geo Search | Connects the dots between multiple crimes and crime scenes. Link a suspect vehicle to multiple incidents based on location, without needing a vehicle description or plate number. |
| Custom Hot List Attachments | The ability to add case notes, photos, reports, and other relevant case information to Custom Hot List Alerts |
| Custom Hot List Deconfliction | Allows Flock Safety users to identify overlapping investigations within their agency and within other law enforcement agencies and provide the contact information of opted-in parties to facilitate collaboration. |
| Unlimited Vehicle Description Alerts | Users can set up and receive notifications for suspect vehicles based on body type, make, color, location and timeframe. Notifications are sent via app, SMS or email when a vehicle matching the predetermined criteria passes a camera in your organization's network. |

flock safety

**Sole Source Letter for Laredo, Texas**
**Flock Safety® ALPR Cameras and Solution**

Flock Safety® is the sole manufacturer, developer, and distributor of the Flock Safety® ALPR Camera. Flock Safety® is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety® ALPR Camera.

**The Flock Safety® ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:**

1. Vehicle Fingerprint Technology®:
    - Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
    - Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
    - Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
    - Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
    - Flock Safety Falcon Flex™: an infrastructure-free, location-flexible license plate reader camera that is easy to self install. Flock Safety Falcon Flex™ ties seamlessly into the Flock Safety® ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

2. Integrated Cloud-Software & Hardware Platform:
    - Largest LPR network in the State of Texas, with the ability to access over 5,000+ Flock devices deployed throughout the state via the FlockOS platform. No other LPR solution provides a larger network to help collect objective investigative information to solve cases
    - Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
    - Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power

- Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Utilizes motion capture to start and stop recording without the need for a reflective plate
- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage
- Covert industrial design for minimizing visual pollution

3. Transparency & Ethical Product Design:
   - One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock Safety® system
   - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
   - Privacy controls to enable certain vehicles to “opt-out” of being captured

4. Integrated Audio & Gunshot Detection:
   - Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)

5. Live Video Integration:
   - Ability to apply computer vision to third-party cameras using Flock Safety Wing® LPR, transforming them to evidence capture devices using the same Vehicle Fingerprint technology offered on the Flock Safety Falcon® ALPR cameras
   - Flock Safety Wing® Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
   - Manage various government intelligence including ALPR, livestream cameras, CAD, automatic vehicle location (AVL) on Flock Safety Wing® Suite
   - Ability to access live and recorded video using Flock Safety Condor™, a subscription video solution which allows officers to remotely view instant replay of downloadable live on-scene video with PTZ controls and 25X optical

zoom without the need for additional camera network set-up, installation, or up-keep.

6. Situational Awareness:
    - FlockOS™ is the world's first and only public safety operating system compatible with Flock Safety™ live streaming fixed and PTZ Condor camera, Flock Safety Raven™ gunshot audio detection, while seamlessly integrating first and third-party data across video, LPR, and audio to deliver real-time intelligence and retroactive crime solving in a single-pane real-time crime center
    - Ability to enhance situational awareness capacity by layering all intelligence streams onto the FlockOS™ ESRI-based map
    - FlockOS™ features Flock Safety™ unique Real-Time Routing feature that analyzes various data sources to determine where a suspect vehicle has been and its' direction of travel providing users with possible outcomes based on a confidence threshold

6. Warranty & Service:
    - Lifetime maintenance and support included in subscription price
    - Flock Safety® is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
    - Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,

Garrett Langley CEO, Flock Safety®

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Consent Agenda 53.**

**SUBJECT**
Consideration to authorize the purchase contract with GT Distributors, Inc., Pflugerville, Texas, in the amount not to exceed $183,000.00 to purchase tactical equipment for the Police Department SWAT members. This purchase shall be made utilizing the BuyBoard Cooperative Purchasing Contract No. 698-23. Funding is available in the Police Trust Fund.

**PREVIOUS COUNCIL ACTION**
Approved the City of Laredo's participation in the BuyBoard Cooperative Purchasing Program.

**BACKGROUND**
Authorization is requested for the purchase of tactical equipment for the Police Department SWAT members. This equipment will replace outdated equipment and will enhance the safety of SWAT members.

**COMMITTEE RECOMMENDATION**
None.

**STAFF RECOMMENDATION**
It is recommended that this purchase be authorized.

**Fiscal Impact**

| | |
|---|---|
| Fiscal Year: | 2024 |
| Budgeted Y/N?: | Y |
| Source of Funds: | Police Trust Fund |
| Account #: | 665-2312 |
| Change Order: Exceeds 25% Y/N: | N/A |

**FINANCIAL IMPACT:**
Funding will be available in the Police Trust Fund.

| Quote | QTE0190333 |
|---|---|
| Date | 7/1/2024 |
| Page: | 1 |

**GT Distributors - Austin**
**1124 New Meister Ln., Ste 100**
**Pflugerville TX 78660**
**(512) 451-8298 Ext. 0000**

**Bill To:**

Laredo City of (TX)
Attn: Accounts Payable
P O Box 210
Laredo TX 78042-0210

**Ship To:**

Laredo, City of
4712 Maher Ave
REF PO:
Attn:
Laredo TX 78041

| Purchase Order No. | Customer ID | Salesperson ID | Shipping Method | Payment Terms | Req Ship Date | Master No. |
|---|---|---|---|---|---|---|
| 240423 HYPER X 42 | 000588 | KE | | NET 30 | 0/0/0000 | 2,905,379 |

| Quantity | Item Number | Description | UOM | Unit Price | Ext. Price |
|---|---|---|---|---|---|
| 30 | SBA-1303518-OC* | Oregon City Carrier, Front Opening, DN6566 | EA | $280.00 | $8,400.00 |
| | | Black | | | |
| 37 | PTA-1355851* | HYPER X™ Tactical Carrier, AWS, FirstSpear® | EA | $555.00 | $20,535.00 |
| 37 | PTA-1354672* | PTA HYPER X™ Ballistic Panel Set, Hardwire® | EA | $712.00 | $26,344.00 |
| | | all in Black color | | | |
| 37 | PTA-1354674* | Safariland HYBRID Side Ballistics, Hardwire® 6 | EA | $374.00 | $13,838.00 |
| 37 | PTA-1362458* | HYPER X Radio / Magazine Pouch, VELCRO a | EA | $66.00 | $2,442.00 |
| 37 | PTA-1355974* | Safariland Non Ballistic Shoulder Pad - Standar | EA | $57.75 | $2,136.75 |
| 37 | PTA-1223589-S* | Protech Hyper X ID 5x3 | EA | $12.00 | $444.00 |
| | | * velcro black with grey lettering | | | |
| 37 | PTA-1223589-L* | Safariland HTV Large ID | EA | $12.00 | $444.00 |
| | | * velcro black with grey lettering | | | |
| 74 | PTA-1347561* | PTA IMPAC C1 Special Threat ICW 10.25X13.2 | EA | $464.75 | $34,391.50 |
| | | * ALL PLATES ARE QUOTED AS LARGE SIZES AND PART NUMBERS SUBJECT TO CHANGE AFTER SIZING IS COMPLETED | | | |
| 37 | PTA-1356383* | HYPER X Front AWS Short Dual M4 Utility/Mec | EA | $101.75 | $3,764.75 |
| 37 | AVON-72601-229* | Avon FM53 Twin Port Specialist Responder Kit | EA | $1,879.68 | $69,548.16 |
| 1 | NOTE | | Each | $0.00 | $0.00 |
| | | Quotation reflects BuyBoard Contract 698-23. Contract period 4/1/23-3/31/25. | | | |

| | |
|---|---|
| Quote | QTE0190333 |
| Date | 7/1/2024 |
| Page: | 2 |

**GT Distributors - Austin**
**1124 New Meister Ln., Ste 100**
**Pflugerville TX 78660**
**(512) 451-8298 Ext. 0000**

**Bill To:**

Laredo City of (TX)
Attn: Accounts Payable
P O Box 210
Laredo TX 78042-0210

**Ship To:**

Laredo, City of
4712 Maher Ave
REF PO:
Attn:
Laredo TX 78041

| Purchase Order No. | Customer ID | Salesperson ID | Shipping Method | Payment Terms | Req Ship Date | Master No. |
|---|---|---|---|---|---|---|
| 240423 HYPER X 42 | 000588 | KE | | NET 30 | 0/0/0000 | 2,905,379 |

| Quantity | Item Number | Description | UOM | Unit Price | Ext. Price |
|---|---|---|---|---|---|
| | | Email BuyBoard PO's to info@buyboard.com | | | |

**QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION**

Your salesperson is Kirby Evans. Thank You.

| | |
|---|---|
| Subtotal | $182,288.16 |
| Misc | $0.00 |
| Tax | $0.00 |
| Freight | $66.00 |
| Total | $182,354.16 |

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Consent Agenda 54.**

**SUBJECT**
Consideration to renew contract FY22-075 with Vulcan Materials Company; San Antonio, TX and Anderson Columbia; Weslaco, TX for the purchase of asphalt cold laid type B & D plus & HMCL type D for Public Works and various City departments for an annual amount not to exceed $1,250,000.00. There is no price change in this last extension. The term of this contract shall be for a period of one year beginning as of the date of its execution. This is the second of three one year periods. Funding is available in the General Fund - Public Works Construction Budget and Capital Improvements Fund and in the respective department's budgets.

Vulcan Materials
Asphalt Cold Laid Material Type D Plus $99.40/per ton - annual amount $250,000.00
LRA Type B Blackbase Type 1 Grd. AA Plus $97.40/per ton-annual amount $250,000.00 job site delivery

Anderson Columbia
Hot-Mix Cold-Laid Asphalt (HMCL) Type D $85.00/per ton -annual amount $750,000.00
picked up by City Trucks

Total: $1,250.000.00

**PREVIOUS COUNCIL ACTION**
First extension approved on 08/07/23.

**BACKGROUND**
The City of Laredo went out on Formal Bid solicitations through Cit-E-Bid for awarding a supply contract for Asphalt Cold Laid LRA premix type D plus, LRA type B blackbase type 1 grade AA plus to Vulcan Materials Company; San Antonio, TX. & the Hot-Mix Cold-Laid Asphalt Concrete Pavement (HMCL) Type D to Anderson Columbia; Weslaco, TX. All items will be purchased on as needed basis. The Term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the second of three extension periods.

**COMMITTEE RECOMMENDATION**
None

**STAFF RECOMMENDATION**
It is recommended that this renewal be approved.

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2024 |
| Budgeted Y/N?: | Y |
| Source of Funds: | 101-2730-532-3014 |
| Account #: | Click or tap here to enter text. |
| Change Order: Exceeds 25% Y/N: | Click or tap here to enter text. |

**FINANCIAL IMPACT:**
The purpose of this contract is to establish prices for the commodities or services needed, should the City need the purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

**City Council-Regular**
**Meeting Date:** 08/07/2023
**Staff Source:** John Orfila, Jr., Public Works Director; Mark DeMay, Finance Director; Miguel Pescador; Purchasing Agent

## SUBJECT

Consideration to renew contract FY22-075 to Vulcan Materials Company; San Antonio, TX and Anderson Columbia; Weslaco, TX for the purchase of Public Works materials: Asphalt Cold Laid Type B & D Plus & HMCL Type D for various departments for a total annual amount not to exceed $1,250,000.00. There is no price change. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is Ext. I of three one year periods. Funding is available in the General Fund - Public Works Construction Budget and Capital Improvements Fund.

| VENDOR | BID SECTION | PRICE PER TON | ANNUAL AMOUNT |
|---|---|---|---|
| VULCAN MATERIALS | SECTION I<br>Asphalt Cold Laid Material (Commercial = LRA Premix Type D Plus) Job Site delivery, F.O.B. delivered to job sites. | $99.40 | $250,000.00 |
| VULCAN MATERIALS | SECTION II<br>Flexible Base (Commercial = LRA Type B Blackbase Type 1 Grade AA Plus) Job Site delivery, F.O.B. delivered to job sites. | $97.40 | $250,000.00 |
| ANDERSON COLUMBIA | SECTION III<br>Hot-Mix Cold-Laid Asphalt Concrete Pavement Type D - (Item 334 from Texas Department of Transportation) Picked up by City trucks, F.O.B. (local plant only) | $85.00 | $750,000.00 |
| | Total | | $1,250,000.00 |

## VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

## PREVIOUS COUNCIL ACTION

Contract awarded on 08/01/22

## BACKGROUND

The City of Laredo went out on Formal Bid solicitations through Cit-E-Bid for awarding a supply contract for Public Works materials: Asphalt Cold Laid LRA PREMIX TYPE D PLUS, LRA TYPE B BLACKBASE TYPE 1 GRADE AA PLUS to Vulcan Materials Company; San Antonio, TX. & the Hot-Mix Cold-Laid Asphalt Concrete Pavement (HMCL) to Anderson Columbia; Weslaco, TX. All items will be purchased on as needed basis. The Term of this contract shall be for a period of one (1) year beginning as of the date ot its execution. The contract may be extended

for three (3), additional one (1) year periods. This is Ext 1 of three. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall be bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month-to-month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that this renewal be approved.

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**Fiscal Impact**

**Fiscal Year:** 2023
**Bugeted Y/N?:**
**Source of Funds:**
**Account #:** 101-2730-532-3014
**Change Order: Exceeds 25% Y/N:**
**FINANCIAL IMPACT:**

The purpose of this contract is to establish prices for the commodities or services needed, should the City need the purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

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**Attachments**

Contract - Vulcan Materials
Contract - Anderson Columbia

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# FY22-075 Asphalt Cold Laid Addendum 2
# Vulcan Materials Company
# Vulcan Materials Company
# Supplier Response

## Event Information

| | |
|---|---|
| Number: | FY22-075 Asphalt Cold Laid Addendum 2 |
| Title: | Asphalt Cold Laid LRA PREMIX TYPE D PLUS & LRA TYPE B BLACKBASE TYPE 1 GRADE AA PLUS OR Hot-Mix Cold-Laid Asphalt Concrete Pavement - Public Works |
| Type: | Request For Bid |
| Issue Date: | 6/17/2022 |
| Deadline: | 7/18/2022 05:00 PM (CT) |
| Notes: | The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors |

## Contact Information

Contact: Tania Herrera
Address: Purchasing Division

5512 Thomas Ave
Laredo, TX 78041
Phone: (956) 794-1734
Email: therrera1@ci.laredo.tx.us

## Vulcan Materials Company Information


Contact: Oscar Benavides
Address: P.O. Box 791550
San Antonio
San Antonio, TX 78279
Phone: (210) 524-3567
Email: benavideso@vmcmail.com
Web Address: Vulcan Materials Company


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

Julia Farrar
*Signature*

farrarj@vmcmail.com
*Email*

*Submitted at 7/18/2022 03:01:50 PM (CT)*

## Requested Attachments

**Non-Collusive Affidavit Form** Xerox Scan_07182022125209.pdf

This form must be notarized and submitted with your response.

**Certificate of Interested Parties** Xerox Scan_07182022125231.pdf

Form 1295 is to be submitted upon award of bid

**Conflict of Interest Form** Xerox Scan_07182022125220.pdf

Vendor needs to address if there is a conflict of interest, CIQ form has to be submitted with your response.

## Bid Attributes

| | |
|---|---|
| **1** | **Award By Section**<br>This contract will be awarded by section to the lowest responsive responsible bidder(s) primary and secondary vendors , in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code<br>☑ Yes (Yes) |
| **2** | ***Attribute deleted as part of an Addendum*** |

| | |
|---|---|
| **3** | **Acknowledgement of Addendum #2**<br>Addendum #2<br><br>To all Interested Vendors, please note the following modifications to the Bid:<br><br>BID LINE ITEM 1<br><br>Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, TX 78041 or by downloading from our website: http://www.cityoflaredo.com/bids.html and clicking on Cit-E-Bid icon. Bids can be hand delivered to City Secretary Office, 1110 Houston St., 3rd. Floor, Laredo, Texas 78040 or submitted through Cit-E-Bid system until 5:00 P.M. on July 18, 2022 and all submitted bids received will be opened and publicly acknowledged at 2:00 P.M. on July 19, 2022.<br><br>BID LINE ITEM 12<br><br>SECTION I - DELIVERY AND PICK UP<br><br>Asphalt Cold Laid Material (Commercial = LRA PREMIX TYPE D PLUS)<br><br>Job Site delivery, price per ton, F.O.B. delivered to Public Works and Utilities Department job sites.<br><br>Picked up by City trucks, price per ton, F.O.B. (local plant only) picked up by City trucks<br><br>QTY: 50,000 Tons<br><br>BID LINE ITEM 13, 15,17 Deleted as part of the Addendum<br><br>BID LINE ITEM 14<br><br>SECTION II - DELIVERY AND PICK UP<br><br>Flexible Base (Commercial = LRA TYPE B BLACKBASE TYPE 1 GRADE AA PLUS)<br><br>Job Site delivery, price per ton, F.O.B. delivered to Public Works and Utilities Department job sites.<br><br>Picked up by City trucks, price per ton, F.O.B. (local plant only) picked up by City trucks<br><br>QTY: 50,000 Tons<br><br>BID LINE ITEM 16<br><br>SECTION III DELIVERY AND PICK UP<br><br>Hot-Mix Cold-Laid Asphalt Concrete Pavement TYPE D- (Item 334 from Texas Department of Transportation)<br><br>Job Site delivery, price per ton, F.O.B. delivered to Public Works and Utilities Department job sites.<br><br>Picked up by City trucks, price per ton, F.O.B. (local plant only) picked up by City trucks<br><br>QTY: 50,000 Tons<br><br>☑ I acknowledge this section (I acknowledge this section) |

**4** **Acknowledgement of Addendum #1**

Addendum #1
Ref: Bid: FY22-075 RFB Asphalt Cold Laid To all Interested Vendors, please note the following modifications to the Bid:
BID NAME : FY22-075 Asphalt Cold Laid Addendum 1 (Asphalt Cold Laid LRA PREMIX TYPE D PLUS & LRA TYPE B BLACKBASE TYPE 1 GRADE AA PLUS OR Hot-Mix Cold-Laid Asphalt Concrete Pavement - Public Works)

BID LINE ITEM 1 : Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for the supply of Asphalt Cold Laid for Public Works and various City of Laredo Departments.

BID LINE ITEM 2 1.0 Scope of Work: The City is requesting bids for the following material: LRA PREMIX TYPE D PLUS & LRA TYPE B BLACKBASE TYPE 1 GRADE AA PLUS OR Hot-Mix Cold-Laid Asphalt Concrete Pavement.

BID LINE ITEM 7 6.0 Hot-Mix Cold-Laid Asphalt Concrete Pavement Specifications - See Attachment A

BID LINE ITEM 12 SECTION I Asphalt Cold Laid Material (Commercial = LRA PREMIX TYPE D PLUS) Job Site delivery, price per ton, F.O.B. delivered to Public Works and Utilities Department job sites.

BID LINE ITEM 13 SECTION II Asphalt Cold Laid Material (Commercial = LRA PREMIX TYPE D PLUS) Picked up by City trucks, price per ton, F.O.B. (local plant only) picked up by City trucks

BID LINE ITEM 14 SECTION III Flexible Base (Commercial = LRA TYPE B BLACKBASE TYPE 1 GRADE AA PLUS) Job Site delivery, price per ton, F.O.B. delivered to Public Works and Utilities Department job sites.

BID LINE ITEM 15 SECTION V Flexible Base (Commercial = LRA TYPE B BLACKBASE TYPE 1 GRADE AA PLUS) Picked up by City trucks, price per ton, F.O.B. (local plant only) picked up by City trucks

BID LINE ITEM 16 SECTION VI Hot-Mix Cold-Laid Asphalt Concrete Pavement (Item 334 from Texas Department of Transportation) Job Site delivery, price per ton, F.O.B. delivered to Public Works and Utilities Department job sites.

BID LINE ITEM 17 SECTION VII Hot-Mix Cold-Laid Asphalt Concrete Pavement (Item 334 from Texas Department of Transportation) Picked up by City trucks, price per ton, F.O.B. (local plant only) picked up by City trucks

ATTRIBUTES LINE ITEM 1 AWARD BY SECTION This contract will be awarded by section to the lowest responsive responsible bidder(s) primary and secondary vendors, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

☑ I acknowledge this section (I acknowledge this section)

**5** **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.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

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

**3.0 SUBMISSION OF BIDS**

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system.
(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, 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), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

**4.0 REJECTION OF BIDS** The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.

**5.0 WITHDRAWAL OF BIDS** Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

**6.0 LATE BIDS OR MODIFICATIONS** Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

**7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS** If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor

may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

**8.0 BIDDER DISCOUNTS**

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

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

**10.0 AWARD OF CONTRACT** (a) This contract will be awarded to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

**11.0 PAYMENT & INVOICING**

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

**6 Insurance Terms and Conditions**

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

☑ I agree my insurance meets minumum requirements (I agree my insurance meets minumum requirements)

| 7 | **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 contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

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

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

☑ I certify to the terms and conditions (I certify to the terms and conditions)

| 8 | **Contract Requirements** |
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**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."

Compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

☑ I have read and understand this section (I have read and understand this section)

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| 9 | **Questionnaire Description**<br>"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ". |
| 10 | **Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid**<br>Vulcan Construction Materials, Julia Farrar, 2109650419 |
| 11 | **State how long under has the business been in its present business name**<br>50+ |
| 12 | **If applicable, list all other names under which the Business identified above operated in the last five years**<br>NA |
| 13 | **State if the Company is a certified minority business enterprise**<br>The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company. |
| 14 | **Questions Part 1**<br>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?<br>No |
| 15 | **Questions Part 2**<br>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?<br>No |
| 16 | **State if the Company is a certified minority business enterprise**<br>This company is not a certified minority business |

17 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

18 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

19 **Conflict of Interest Questionnaire**

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

Yes

20 **Disclosure Form**

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

21 **This is a**

New Submission

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

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

Julia Farrar

23 **Question 2. Contract Information**

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

FY 22-075

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

Vulcan Construction Materials, LLC

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|---|---|
| 25 | **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**<br>Not Applicable |
| 26 | **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**<br>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.<br>*No response* |
| 27 | **Question 5. List any individuals or entities that will be subcontractors on this contract**<br>Not Applicable |
| 28 | **Question 5. List any individuals or entities that will be subcontractors on this contract**<br>If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.<br>*No response* |
| 29 | **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**<br>Not Applicable |
| 30 | **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**<br>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.<br>*No response* |
| 31 | **Question 7. Disclosure of political contributions**<br>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)<br>Not Applicable |
| 32 | **Question 7. Disclosure of political contributions**<br>If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.<br>*No response* |
| 33 | **Updates on contributions required**<br>Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded. |

| | |
|---|---|
| 34 | **Question 8. Disclosure of Conflict of Interest**<br>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?<br>I am not aware of any conflict of interest |
| 35 | **8. Disclosure of Conflict of Interest**<br>If you selected I am aware of conflict of interest is question 8, please list them in this section.<br>*No response* |
| 36 | **Question 9. Updates Required**<br>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.<br>☑ I have read and understand this section (I have read and understand this section) |
| 37 | **Question 10. No Contract with City Officials or Staff during Contract Evaluation**<br>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.<br>☑ I have read and understand this section (I have read and understand this section) |
| 38 | **Question 11. Conflict of Interest Questionnaire (CIQ)**<br>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.<br>☑ I have acknowledge that I have been advised (I have acknowledge that I have been advised) |
| 39 | **Question 11. Oath**<br>Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date<br>Julia Farrar<br>Analyst<br>Vulcan Construction Materials, LLC<br>7/18/2022 |
| 40 | **Question 12. Oath**<br>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.<br>☑ I swear or affirm information is correct (I swear or affirm information is correct) |

## Bid Lines

| | |
|---|---|
| **1** | Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for the supply of Asphalt Cold Laid for Public Works and various City of Laredo Departments. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, TX 78041 or by downloading from our website: http://www.cityoflaredo.com/bids.html and clicking on Cit-E-Bid icon. Bids can be hand delivered to City Secretary Office, 1110 Houston St., 3rd. Floor, Laredo, Texas 78040 or submitted through Cit-E-Bid system until 5:00 P.M. on July 18, 2022 and all submitted bids received will be opened and publicly acknowledged at 2:00 P.M. on July 19, 2022.<br>*(Line excluded from response total)* |
| **2** | 1.0 Scope of Work: The City is requesting bids for the following material: LRA PREMIX TYPE D PLUS & LRA TYPE B BLACKBASE TYPE 1 GRADE AA PLUS OR Hot-Mix Cold-Laid Asphalt Concrete Pavement. The needs of the City shall govern the amount of materials requested by the City during contract period. The City of Laredo reserves the right to reject any or all bids, as well as the right to determine the bid most advantageous to the City.<br>*(Line excluded from response total)*<br><br>Item Notes: ** Bids without a Certified Laboratory Test Report will not be considered. ** |
| **3** | 2.0 General Conditions 2.1 Bidders are required to submit their bids upon the following expressed conditions: Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding both bridge's grounds and facilities for delivery of material 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 of 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. 2.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. 2.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.<br>*(Line excluded from response total)* |
| **4** | 3.0 General Requirements 3.1 The general specifications for each material are listed in detail by category. Potential bidders must thoroughly review the City requirements. Bidders are hereby advised that some materials must be tested by an independent laboratory to ascertain compliance with the City's bid specifications. This testing must be done at the expense of the bidder and the independent testing laboratory must be approved by the City. Test designs shall be no older than one year.<br>Bids without a Certified Laboratory Test Report will not be considered. 3.2 Some materials require that the vendor indicate the source of material. Bidders are reminded to include that information in the bid schedule.<br>*(Line excluded from response total)*<br><br>Item Notes: Bids without a Certified Laboratory Test Report will not be considered. |
| **5** | 4.0 Cause for Termination of Contract - This materials contract may be terminated for any of the following reasons: 4.1 The material supplied continuously fails four (4) times to meet the specifications as included herein and as determined by the City Engineer or the testing laboratory procured, or 4.1.1 Deliveries are not made to the designated job site, plant site, Department of Public Works Compound and Department of Utilities Compound, F.O.B., or 4.1.2 Deliveries do not meet pre-set Department of Public Works or the Department of Utilities time schedules: 4.1.3 A 24-hour advance notice will be allowed: 4.1.3.1 Special cases, as equipment breakdown will be allowed more than five breakdowns in a year will be cause for termination. 4.1.3.2 The supplier will make every effort to deliver material to City in the event that less than a 24- hour notice is given.<br>*(Line excluded from response total)* |

| | |
|---|---|
| **6** | 5.0 Asphaltic Materials 5.1 Description: these specifications shall govern for the materials which shall be used for a base course, a leveling up course, a surface course or any combination thereof, and which shall be composed of a mixture of (1) Mineral<br>Aggregate and Asphaltic material as necessary to meet the requirements for hot-mix asphaltic concrete pavement, and (2) limestone rock asphalt and fluxing materials as necessary to meet the requirements of cold-mix limestone rock asphalt. 5.2 Materials used in Hot-Mix Asphaltic Concrete Pavement shall meet the requirements as set forth in Item 340<br>of the Texas Department of Transportation, “Standard Specifications for Construction of Highways, Streets and Bridges 2014” or latest edition for the types of asphalt specified.<br>Asphalt for the paving mixture shall be the type as determined by the City Engineer and shall meet the requirement of Item 300 “Asphalts, Oils and Emulsions”, Texas Department of Transportation, “Standard Specifications for Construction of Highways, Streets and Bridges 2014” or latest edition. The supplier shall notify the engineer of the source of asphalt and submit a certificate of compliance of materials prior to design or production. These specifications shall also govern for all equipment for handling and mixing materials, which equipment shall conform to Texas Department of Transportation, “Standard Specifications for Construction of Highways, Streets and Bridges 2014” or latest edition, Item 340.<br>Note: The supplier shall stockpile the material to be used to fulfill this contract per specifications herein designated, and shall make no substitutions of materials or specifications. If stockpiles are depleted, the supplier must assume all responsibility for such cost of sampling and testing other materials for compliance to specifications. 5.3 Sampling and Testing<br>Bidders are hereby advised that material being bid is to be tested, at no expense to the City, by an independent testing laboratory approved by the City, and a copy of the laboratory test report is to be submitted as part of the bid for that particular material to ascertain compliance to the specifications. Test reports shall be no older than one year.<br>Bids without a Certified Laboratory Test Report will not be considered.<br>Sampling and testing procedures shall conform to the requirements of the ASTM Designation D979-74: 3:12. The material shall be approved by the City Engineer prior to use. Sampling and testing for the development of preliminary data shall be obtained by the purchaser. Sampling and testing for control of the product at the source of manufacture, storage, or site of use shall be obtained by the purchaser at his own expense. Sampling and testing for acceptance of testing shall be performed by an independent testing laboratory designated by the City Engineer. One copy of the test report shall be submitted to each; the engineer, the supplier and Department of Public Works Director. 5.4 Price Schedules: Bidders must complete the following:Bids shall be based on a per unit of material listed and shall include dollar amounts for each specific unit listed. Prices may be escalated during the course of the contract to the extent of price increases based on the<br>oils required to manufacture the material in this contract, however, the supplier must submit detailed proof of overall refinery price change and the effect upon delivered prices, along with a “Price Breakdown” to show the City Engineer what constitutes the increase per unit of materials thirty days before unit prices are increased: Hot-Mix Asphaltic Concrete materials to conform to the Texas Department of Transportation, “Standard Specifications for Construction of Highways, Streets and Bridges 2014” or latest edition, Item 340 (Type D). 5.5 Delivery to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative supplier, material will be purchased at competitive prices as approved by the City. The difference in cost, if any, may be charged against contracted supplier.<br>*(Line excluded from response total)*<br><br>Item Notes: Bids without a Certified Laboratory Test Report will not be considered. |
| **7** | 6.0 Hot-Mix Cold-Laid Asphalt Concrete Pavement Specifications - See Attachment A<br>*(Line excluded from response total)*<br><br>Item Notes: Bids without a Certified Laboratory Test Report will not be considered. |

| | |
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| **8** | 7.0 Term of Contract: The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three (3), additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.<br>The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. 7.1 The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. 7.2 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Public<br>Works and Utilities Departments.<br>*(Line excluded from response total)* |
| **9** | 8.0 Award of Contract: Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is<br>attached and is part of these specifications. This contract will be awarded by sections to the lowest responsive-responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.<br>Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.<br>8.1 Disclosure of Interested Parties<br>Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.<br>*(Line excluded from response total)* |

**10** 9.0 ** Price Adjustment **During the period of this contract, prices may be increased and decreased. However, price changes will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service (OPIS). The base price shall be the OPIS average rack price for the Laredo area. The base price bid of the vendor will remain fixed during the contract period. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us.
*(Line excluded from response total)*

**11** 10.0 Delivery 10.1 Delivery of materials is to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative supplier, material will be contracted supplier.
*(Line excluded from response total)*

### Item Attributes

**1. Delivery**

Delivery time for all items ordered under the terms and conditions of this contract are ____ working days from date of order. Bidder's business hours: From: ____ a.m. to ____ p.m. Days of week: ____

5 days
7 AM to 5 PM
5 days of week

**12** SECTION I - DELIVERY AND PICK UP

Asphalt Cold Laid Material (Commercial = LRA PREMIX TYPE D PLUS)

Job Site delivery, price per ton, F.O.B. delivered to Public Works and Utilities Department job sites.

Picked up by City trucks, price per ton, F.O.B. (local plant only) picked up by City trucks

Quantity: 50000 UOM: Tons Price: $99.40 Total: $4,970,000.00

### Item Attributes

**1. Price Required - Unit of Measure in Tons**

Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

☑ I have read and understood this requirement. (I have read and understood this requirement.)

**13** ***Line deleted as part of an Addendum***

**14** SECTION II - DELIVERY AND PICK UP

Flexible Base (Commercial = LRA TYPE B BLACKBASE TYPE 1 GRADE AA PLUS)
Job Site delivery, price per ton, F.O.B. delivered to Public Works and Utilities Department job sites.

Picked up by City trucks, price per ton, F.O.B. (local plant only) picked up by City trucks

Quantity: 50000 UOM: Tons Price: $97.40 Total: $4,870,000.00

**Item Attributes**

**1. Price required - Unit of Measure in Tons**

Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

☑ I have read and understood this requirement. (I have read and understood this requirement.)

**15** ***Line deleted as part of an Addendum***

**16** SECTION III DELIVERY AND PICK UP

Hot-Mix Cold-Laid Asphalt Concrete Pavement Type D - (Item 334 from Texas Department of Transportation)

Job Site delivery, price per ton, F.O.B. delivered to Public Works and Utilities Department job sites.

Picked up by City trucks, price per ton, F.O.B. (local plant only) picked up by City trucks

Quantity: 50000 UOM: Tons Price: $97.40 Total: $4,870,000.00

**Item Attributes**

**1. Price Required - Unit of Measure in Tons**

Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

☑ I have read and understood this requirement. (I have read and understood this requirement.)

## Alternate 1

LRA Type CC

Quantity: 50000 UOM: Tons Price: $97.40 Total: $4,870,000.00

Manufacturer: *No response*

Manufacturer #: *No response*

**Item Attributes**

**1. Price Required - Unit of Measure in Tons**

Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

☑ I have read and understood this requirement. (I have read and understood this requirement.)

**17** ***Line deleted as part of an Addendum***

**Response Total:** $14,710,000.00

## FY22-075 Asphalt Cold Laid Addendum 2

## Asphalt Cold Laid LRA PREMIX TYPE D PLUS & LRA TYPE B BLACKBASE TYPE 1 GRADE AA PLUS OR Hot-Mix Cold-Laid Asphalt Concrete Pavement - Public Works

Issue Date: 6/17/2022

Response Deadline: 7/18/2022 05:00 PM (CT)

City of Laredo Purchasing

### Contact Information

Contact: Tania Herrera
Address: Purchasing Division
5512 Thomas Ave
Laredo, TX 78041
Phone: (956) 794-1734
Email: therrera1@ci.laredo.tx.us

## Event Information

| | |
|---|---|
| Number: | FY22-075 Asphalt Cold Laid Addendum 2 |
| Title: | Asphalt Cold Laid LRA PREMIX TYPE D PLUS & LRA TYPE B BLACKBASE TYPE 1 GRADE AA PLUS OR Hot-Mix Cold-Laid Asphalt Concrete Pavement - Public Works |
| Type: | Request For Bid |
| Issue Date: | 6/17/2022 |
| Response Deadline: | 7/18/2022 05:00 PM (CT) |
| Notes: | The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors |

## Ship To Information

Contact: Jose A. Valdez, Jr.
Address: City Secretary
City Hall
3rd floor
1110 Houston St
3rd floor
Laredo, TX 78043
Phone: (956) 791-7312

## Billing Information

Contact: Jorge Jolly
Address: Accounts Payable
City Hall
2nd
PO Box 210
Laredo, TX 78042
Phone: (956) 791-7326
Email: jjolly@ci.laredo.tx.us

## Bid Attachments

**Non-Collusive Affidavit Form.pdf** — Download
Non-Collusive Affidavit Form

**Form 1295- Certificate of Interested Parties.pdf** — Download
Form 1295

**Conflict of Interest Questionnaire-Revised 1-1-2021.pdf** — Download
Conflict of Interest Questionnaire (CIQ)

**FY22-075.pdf** — Download
Notice to Bidders

**Item 334.pdf** — Download
Attachment A

**Notice to Bidders - FY22-075 Addendum 1.pdf** — Download
Notice to Bidders - Addendum 1

**Memo - Addendum.pdf** — Download
Memo of Addendum

**Notice to Bidders - FY22-075 Addendum 2.pdf** — Download
Notice to Bidders - Addendum #2

**Memo - Addendum 2.pdf** — Download
Memo - Addendum 2

# AFFIDAVIT

**Project:** FY22-075 Asphalt Cold Laid

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Berry O'Bryan

Being first duly sworn, deposes and says:

That he/she is Vice President of Anderson Columbia Co., Inc.
(a Partner of officer of the firm of, etc.)

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

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

Subscribed and sworn before me this 18th day of July 20 22.

**Notary Public**

**My commission expires:**

08-04-2025

MARIA ALICIA HERNANDEZ
Notary Public, State of Texas
Comm. Expires 08-04-2025
Notary ID 10934616

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

**OFFICE USE ONLY**

Date Received

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

Anderson Columbia Co., Inc.

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

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No N/A

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No N/A

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). N/A

7

Signature of vendor doing business with the governmental entity

7/18/22

Date

## CONFLICT OF INTEREST QUESTIONNAIRE
## For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

# City of Laredo
# Purchasing Division
# Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for a Primary, Secondary Vendor and/or vendors for the supply of Asphalt Cold Laid LRA PREMIX TYPE D PLUS & LRA TYPE B BLACKBASE TYPE 1 GRADE AA PLUS for Public Works and various departments. Copies of the specifications may be obtained from Finance Department-Purchasing Division, 5512 Thomas Ave., Laredo, TX 78041 or by downloading from our website: https://cityoflaredo.ionwave.net/CurrentSourcingEvents.aspx

Bids can be submitted through Cit-E-Bid procurement system or by hand delivering it to City Secretary Office, 1110 Houston St. 3rd floor, Laredo, TX 78040 until **5:00 P.M. on July 8, 2022 and all bids received will be opened and publicly acknowledge at 11:00 A.M. on July 11, 2022.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:
**RFB FY22-075 Asphalt Cold Laid LRA PREMIX TYPE D PLUS & LRA TYPE B BLACKBASE TYPE 1 GRADE AA PLUS - Public Works**

| Bids are to be submitted through Cit-E-Bid:<br><br>https://cityoflaredo.ionwave.net/Login.aspx | Hand Delivered:<br>City of Laredo- City Secretary<br>C/O Jose A. Valdez, Jr.<br>City Hall- Third Floor<br>1110 Houston Street<br>Laredo, TX 78040 |
|---|---|

**The City of Laredo reserves the right to reject any and all proposals and to waive any minor irregularities.**

WITNESS MY HAND AND SEAL, ON THIS 15TH DAY OF JUNE 2022.

Jose A. Valdez, Jr.
City Secretary

# Item 334
# Hot-Mix Cold-Laid Asphalt Concrete Pavement

## 1. DESCRIPTION

Construct a cold-laid pavement layer composed of a compacted mixture of aggregate and asphalt material mixed hot in a mixing plant.

This Item governs mixtures designed for cold placement, defined as placement temperatures below 175°F. If the mixture placement temperature is greater than 175°F, then design, produce, place, and compact the mixture in accordance with the applicable hot-mix asphalt specification.

## 2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications.

Notify the Engineer of all material sources and before changing any material source or formulation. The Engineer will verify that the specification requirements are met when the Contractor makes a source or formulation change, and may require a new laboratory mixture design, trial batch, or both. The Engineer may sample and test project materials at any time during the project to verify specification compliance in accordance with Item 6, "Control of Materials."

2.1. **Aggregate**. Furnish aggregates from sources that conform to the requirements shown in Table 1 and as specified in this Section. Aggregate requirements in this Section, including those shown in Table 1, may be modified or eliminated when shown on the plans. Additional aggregate requirements may be specified when shown on the plans. Provide aggregate stockpiles that meet the definitions in this Section for coarse, intermediate, or fine aggregate. Supply aggregates that meet the definitions in Tex-100-E for crushed gravel or crushed stone. The Engineer will designate the plant or the quarry as the sampling location. Provide samples from materials produced for the project. The Engineer will establish the Surface Aggregate Classification (SAC) and perform Los Angeles abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests listed in Table 1. Document all test results on the mixture design report. The Engineer may perform tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately. Determine aggregate gradations for mixture design and production testing based on the washed sieve analysis given in Tex-200-F, Part II.

2.1.1. **Coarse Aggregate**. Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve. Aggregates from sources listed in the Department's *Bituminous Rated Source Quality Catalog* (BRSQC) are preapproved for use. Use only the rated values for hot-mix listed in the BRSQC. Rated values for surface treatment (ST) do not apply to coarse aggregate sources used in hot-mix asphalt.

For sources not listed on the Department's BRSQC:

- build an individual stockpile for each material;
- request the Department test the stockpile for specification compliance; and
- once approved, do not add material to the stockpile unless otherwise approved.

Provide aggregate from non-listed sources only when tested by the Engineer and approved before use. Allow 30 calendar days for the Engineer to sample, test, and report results for non-listed sources.

Provide coarse aggregate with at least the minimum SAC shown on the plans. SAC requirements only apply to aggregates used on the surface of travel lanes. SAC requirements apply to aggregates used on surfaces other than travel lanes when shown on the plans. The SAC for sources on the Department's *Aggregate Quality Monitoring Program* (AQMP) (Tex-499-A) is listed in the BRSQC.

2.1.1.1. **Blending Class A and Class B Aggregates**. Class B aggregate meeting all other requirements in Table 1 may be blended with a Class A aggregate to meet requirements for Class A materials. Ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source when blending Class A and B aggregates to meet a Class A requirement. Blend by volume if the bulk specific gravities of the Class A and B aggregates differ by more than 0.300.

2.1.2. **Fine Aggregate**. Fine aggregates consist of manufactured sands, screenings, and field sands. Fine aggregate stockpiles must meet the gradation requirements in Table 2. Supply fine aggregates that are free from organic impurities. The Engineer may test the fine aggregate in accordance with Tex-408-A to verify the material is free from organic impurities. No more than 15% of the total aggregate may be field sand or other uncrushed fine aggregate. Use fine aggregate, with the exception of field sand, from coarse aggregate sources that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve, and verify that it meets the requirements in Table 1 for crushed face count (Tex-460-A) and flat and elongated particles (Tex-280-F).

**Table 1**
**Aggregate Quality Requirements**

| Property | Test Method | Requirement |
|---|---|---|
| **Coarse Aggregate** | | |
| SAC | Tex-499-A (AQMP) | As shown on the plans |
| Deleterious material, %, Max | Tex-217-F, Part I | 1.5 |
| Decantation, %, Max | Tex-217-F, Part II | 1.5 |
| Micro-Deval abrasion, % | Tex-461-A | Note 1 |
| Los Angeles abrasion, %, Max | Tex-410-A | 40 |
| Magnesium sulfate soundness, 5 cycles, %, Max | Tex-411-A | 30[2] |
| Crushed face count,[3] %, Min | Tex-460-A, Part I | 85 |
| Flat and elongated particles @ 5:1, %, Max | Tex-280-F | 10 |
| **Fine Aggregate** | | |
| Linear shrinkage, %, Max | Tex-107-E | 3 |
| **Combined Aggregates[4]** | | |
| Sand equivalent, %, Min | Tex-203-F | 45 |

1. Not used for acceptance purposes. Used by the Engineer as an indicator of the need for further investigation.
2. Unless otherwise shown on the plans.
3. Only applies to crushed gravel.
4. Aggregates, without mineral filler or additives, combined as used in the job-mix formula (JMF).

**Table 2**
**Gradation Requirements for Fine Aggregate**

| Sieve Size | % Passing by Weight or Volume |
|---|---|
| 3/8" | 100 |
| #8 | 70–100 |
| #200 | 0–15 |

2.2. **Mineral Filler**. Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Use no more than 2% hydrated lime or fly ash unless otherwise shown on the plans. The plans may require or disallow specific mineral fillers. Provide mineral filler, when used, that:

- is sufficiently dry, free-flowing, and free from clumps and foreign matter as determined by the Engineer;
- does not exceed 3% linear shrinkage when tested in accordance with Tex-107-E; and

- meets the gradation requirements in Table 3.

**Table 3**
**Gradation Requirements for Mineral Filler**

| Sieve Size | % Passing by Weight or Volume |
|---|---|
| #8 | 100 |
| #200 | 55–100 |

2.3. **Baghouse Fines**. Fines collected by the baghouse or other dust-collecting equipment may be reintroduced into the mixing drum.

2.4. **Binder Material**. Furnish asphalt binder, primer, additives, and water, unless otherwise shown on the plans.

2.4.1. **Asphalt Binder**. Provide the asphalt shown on the plans, meeting the requirements of Item 300, "Asphalts, Oils, and Emulsions."

2.4.2. **Primer**. Provide an approved asphalt primer consisting of a blend of asphalt cement and hydrocarbon volatiles.

2.4.3. **Water**. Provide water that meets the requirements of Item 204, "Sprinkling."

2.4.4. **Additives**. Use the type and rate of additive specified when shown on the plans. Additives that facilitate mixing or improve the quality of the mixture may be allowed when approved. Provide the Engineer with documentation such as the bill of lading showing the quantity of additives used in the project unless otherwise directed.

When lime or liquid antistripping agents is used, add in accordance with Item 301, "Asphalt Antistripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime back into the drum.

2.5. **Tack Coat**. Furnish CSS-1H, SS-1H, or a performance-graded (PG) binder with a minimum high-temperature grade of PG 58 for tack coat in accordance with Item 300, "Asphalts, Oils, and Emulsions." Specialized or preferred tack coat materials may be allowed or required when shown on the plans. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use. The Department may sample the tack coat to verify specification compliance.

## 3. EQUIPMENT

Provide required or necessary equipment in accordance with Item 320, "Equipment for Asphalt Concrete Pavement."

## 4. CONSTRUCTION

Design, produce, store, transport, place, and compact the specified paving mixture in accordance with the requirements of this Item. Provide the mix design unless otherwise shown on the plans. The Department will perform quality assurance (QA) testing. Provide quality control (QC) testing as needed to meet the requirements of this Item.

4.1. **Mixture Design**.

4.1.1. **Design Requirements**. Use the typical weight design example given in Tex-204-F, Part I to design a paving mixture that consists of a uniform mixture of aggregate, asphalt material, primer, additives, and water, if allowed, which meets the requirements shown in Tables 4 and 5, unless otherwise shown on the plans.

Ensure that the mixture leaves the plant in a workable condition. Provide materials that remain workable in a stockpile for at least 6 mo.

Submit a new mixture design at any time during the project. The Engineer must approve all mixture designs before the Contractor can begin production.

4.1.2. **Job-Mix Formula Approval**. The job-mix formula (JMF) is the combined aggregate gradation and target asphalt percentage used to establish target values for mixture production. JMF1 is the original laboratory mixture design used to produce the trial batch. The Engineer will verify JMF1 based on plant-produced mixture from the trial batch unless otherwise approved. The Engineer may accept an existing mixture design previously used on a Department project and may waive the trial batch to verify JMF1. Provide the Engineer with split samples of the mixtures and blank samples used to determine the ignition oven correction factors. The Engineer will determine the aggregate and asphalt correction factors from the ignition oven using Tex-236-F.

**Table 4**
**Master Gradation Limits (% Passing by Weight or Volume) and VMA Requirements**

| Sieve Size | A Coarse Base | B Fine Base | C Coarse Surface | D Fine Surface | F Fine Mixture |
|---|---|---|---|---|---|
| 2" | 100.0[1] | – | – | – | – |
| 1-1/2" | 98.0–100.0 | 100.0[1] | – | – | – |
| 1" | 78.0–94.0 | 98.0–100.0 | 100.0[1] | – | – |
| 3/4" | 64.0–85.0 | 84.0–98.0 | 95.0–100.0 | 100.0[1] | – |
| 1/2" | 50.0–70.0 | – | – | 98.0–100.0 | 100.0[1] |
| 3/8" | – | 60.0–80.0 | 70.0–85.0 | 85.0–100.0 | 98.0–100.0 |
| #4 | 30.0–50.0 | 40.0–60.0 | 43.0–63.0 | 50.0–70.0 | 70.0–90.0 |
| #8 | 22.0–36.0 | 29.0–43.0 | 32.0–44.0 | 35.0–46.0 | 38.0–48.0 |
| #30 | 8.0–23.0 | 13.0–28.0 | 14.0–28.0 | 15.0–29.0 | 12.0–27.0 |
| #50 | 3.0–19.0 | 6.0–20.0 | 7.0–21.0 | 7.0–20.0 | 6.0–19.0 |
| #200 | 2.0–7.0 | 2.0–7.0 | 2.0–7.0 | 2.0–7.0 | 2.0–7.0 |
| **Design VMA,[2] % Minimum** | | | | | |
| – | 12.0 | 13.0 | 14.0 | 15.0 | 16.0 |
| **Production (Plant-Produced) VMA,[2] % Minimum** | | | | | |
| – | 11.5 | 12.5 | 13.5 | 14.5 | 15.5 |

1. Defined as maximum sieve size. No tolerance allowed.
2. Voids in mineral aggregates.

**Table 5**
**Laboratory Mixture Design Properties**

| Property | Test Method | Requirement |
|---|---|---|
| Target laboratory-molded density, %[1] | Tex-207-F | 92.5 ± 1.5 |
| Hveem stability, Min | Tex-208-F | 35 |
| Hydrocarbon-volatile content, %, Max | Tex-213-F | 0.6 |
| Moisture content, %, Max[2] | Tex-212-F | 1.0 |
| Boil test, %, Max[3] | Tex-530-C | 10 |

1. Unless otherwise shown on the plans.
2. Unless otherwise approved.
3. Limit may be increased or eliminated when approved.

4.2. **Production Operations**. Perform a new trial batch when the plant or plant location is changed. Take corrective action and obtain approval to proceed after any production suspension for noncompliance to the specification.

4.2.1. **Stockpiling of Aggregates**. Provide a smooth and well-drained area, cleared of trash, weeds, and grass. Build stockpiles in a manner that will minimize aggregate degradation and segregation. Avoid contamination and mixing of stockpiles. Provide aggregate stockpiles for a minimum of 2 days' production before beginning plant operations. Maintain at least a 2-day aggregate supply through the course of the project unless otherwise directed. Stockpile aggregate for each source and type separately. The Engineer may reject stockpiled materials that come in contact with the earth or other objectionable material.

4.2.2. **Storage and Heating of Asphalt Materials**. Provide enough asphalt material storage capacity to meet the requirements of the plant. Do not heat the asphalt binder above the temperatures specified in Item 300, "Asphalts, Oils, and Emulsions," or outside the manufacturer's recommended values. Keep all equipment used in the storage and handling of asphalt material clean at all times and operate the equipment in a manner that will prevent contamination with foreign matter.

4.2.3. **Storage of the Asphalt Mixture**. Store the asphalt mixture in a surge-storage system or in a stockpile. Provide a smooth and well-drained area, cleared of trash, weeds, and grass if the asphalt mixture is stored in a stockpile. Build stockpiles in a manner that will minimize aggregate degradation and segregation. Avoid contamination and mixing of stockpiles.

4.2.4. **Mixing and Discharge of Materials**. Produce the mixture at a discharge temperature between 145°F and 275°F, as directed. Do not allow the temperature to vary from the selected temperature by more than 25°F. The Department will not pay for or allow placement of any mixture produced above 300°F.

4.2.5. **Moisture Content**. Furnish the mixture at a moisture content of no more than 1% by weight when discharged from the mixer, unless otherwise shown on the plans or approved. Cease operations at moisture contents above 1% until corrective actions reduce moisture content.

4.3. **Hauling Operations**. Clean all truck beds before use to ensure mixture is not contaminated. Use a release agent on the Department's MPL to coat truck beds when a release agent is necessary.

4.4. **Placement Operations**. Prepare the surface by removing raised pavement markers and objectionable material such as moisture, dirt, sand, leaves, and other loose impediments from the surface before placing mixture. Remove vegetation from pavement edges. Place mixture on the road below 175°F. Place the mixture to produce a smooth, finished surface with a uniform appearance and texture that meet typical section requirements. Offset longitudinal joints of successive courses of mixture by at least 6 in. Place mixture so that longitudinal joints on the surface course coincide with lane lines, or as directed. Ensure that all finished surfaces will drain properly.

When desired, dump the asphalt mixture in a windrow and then place in the finishing machine with windrow pickup equipment unless otherwise shown on the plans. Prevent the windrow pickup equipment from contaminating the mixture.

Defer compaction after placing the paving mixture, as directed, to allow for volatilization. Allow the previous course to dry and cure before placing the next course when placing more than one pavement course. Consider the course cured if the hydrocarbon volatile content of the mixture is 0.4% or less by weight of the mixture when tested according to Tex-213-F unless otherwise directed.

Use a motor grader to spread the mixture when shown on the plans or approved. Thoroughly aerate the mixture and spread into place with a power motor grader in a uniform layer. Placement in narrow strips or small irregular areas may require hand spreading.

4.4.1. **Weather Conditions**. Place the mixture when the roadway surface temperature is 60°F or higher unless otherwise approved. Place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable in the opinion of the Engineer unless otherwise shown on the plans.

4.4.2. **Tack Coat**. Clean the surface before placing the tack coat. Apply tack coat uniformly at the approved rate unless otherwise directed. The Engineer will set the rate between 0.04 and 0.10 gal. of residual asphalt per square yard of surface area. Apply a thin, uniform tack coat to all contact surfaces of curbs, structures, and joints. Prevent splattering of the tack coat when placed adjacent to curb, gutter, and structures. Roll the tack coat with a pneumatic-tire roller when directed.

4.5. **Compaction**. Furnish the type, size, and number of rollers required for compaction as approved. Furnish at least one medium pneumatic-tire roller (minimum 12-ton weight). Use the control strip method given in

Tex-207-F, Part IV, to establish rolling patterns that achieve maximum compaction. Follow the selected rolling pattern unless changes that affect compaction occur in the mixture or placement conditions. Establish a new rolling pattern when such changes occur. Compact the pavement to the cross-section of the finished paving mixture meeting the requirements of the plans and specifications. Operate vibratory rollers in static mode when not compacting, changing directions, or when the plan depth of the pavement mat is less than 1-1/2 in. unless otherwise directed.

Start by first rolling the joint with the adjacent pavement and then continue by rolling longitudinally at the sides when rolling with 3-wheel tandem or vibratory rollers. Proceed toward the center of the pavement, overlapping on successive trips by at least 1 ft., unless otherwise directed. Make alternate trips of the roller slightly different in length. Begin rolling at the low side on superelevated curves and progress toward the high side unless otherwise directed.

Avoid displacement of the mixture. Correct any displacement that may occur to the satisfaction of the Engineer. Ensure pavement is fully compacted before allowing rollers to stand on the pavement. Use only water or an approved release agent on rollers, tamps, and other compaction equipment unless otherwise directed. Keep diesel, gasoline, oil, grease, and other foreign matter off the mixture.

Use tamps to thoroughly compact the edges of the pavement along curbs, headers, and similar structures and in locations that will not allow thorough compaction with the rollers. The Engineer may require rolling with a trench roller on widened areas, in trenches, and in other limited areas.

Allow the compacted pavement to cool to 160°F or lower before opening to traffic unless otherwise directed. Sprinkle the finished mat with water or limewater, when directed, to expedite opening the roadway to traffic.

4.6. **Production Testing and Operational Tolerances**. The aggregate gradation and the asphalt binder content of the produced mixture must not vary from the JMF by more than the percentage point tolerances shown in Table 6. The gradation of the produced mixture may fall outside the master grading limits for any of the sieve sizes from the 1-1/2 in. through the No. 50 sieve if it is within the JMF tolerances. The aggregate gradation of the No. 200 sieve may not exceed the master gradations shown in Table 4. Any sieve size shown in Table 4 with 100% passing requirements will be allowed a 2% tolerance before the material is considered out of specification.

The Engineer may allow alternate methods for determining the asphalt content and aggregate gradation if the aggregate mineralogy is such that Tex-236-F does not yield reliable results. Provide evidence to the Engineer that results from Tex-236-F are not reliable before an alternate method will be allowed. Use the applicable test procedure as directed if an alternate test method is allowed.

Cease production if 3 consecutive tests indicate that the material produced exceeds the tolerances shown in Table 6 for any individual sieve or laboratory-molded density until corrective actions are taken and the results approved. Cease production if 2 consecutive tests indicate that the asphalt binder content tolerances shown in Table 6 are exceeded until corrective actions are taken and the results approved.

Cease production if the Hveem stability shown in Table 5 is not met for 3 consecutive tests until corrective actions are taken and the results approved.

Table 6
Operational Tolerances

| Property | Test Method | Operational Tolerance From JMF |
|---|---|---|
| Individual % retained for sieve sizes smaller than 1-1/2" and larger than #8 | Tex-200-F | ±5.0 |
| Individual % retained for sieve sizes smaller than #8 | | ±3.0 |
| Asphalt binder content, % | Tex-236-F | ±0.3 |
| Laboratory-molded density, % | Tex-207-F | ±1.0 |

4.7. **Irregularities**. Immediately take corrective action if surface irregularities, including segregation, rutting, raveling, flushing, fat spots, mat slippage, color, texture, roller marks, tears, gouges, streaks, or uncoated aggregate particles are detected. The Engineer may suspend production or placement operations until the problem is corrected.

Remove and replace any mixture that does not bond to the existing pavement or has other surface irregularities identified above at the expense of the Contractor and to the satisfaction of the Engineer.

4.8. **Ride Quality**. Use Surface Test Type A to evaluate ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces," unless otherwise shown on the plans.

## 5. MEASUREMENT

This Item will be measured by the ton of composite asphalt concrete mixture of the type used in the completed and accepted work. Measure the weight on scales in accordance with Item 520, "Weighing and Measuring Equipment. "

For mixture produced by a weigh-batch plant or a modified weigh-batch plant, measurement will be determined on the batch scales unless surge-storage or stockpiling is used. Keep records of the number of batches, batch design, and the weight of the composite asphalt concrete mixture. The composite asphalt concrete mixture is defined as the asphalt, primer, aggregate, additives, and any residual moisture that is not designated to be deducted. Where surge-storage or stockpiling is used, measurement of the material taken from the surge-storage bin or stockpile will be made on truck scales or suspended hopper scales.

## 6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under Article 334.5., "Measurement," will be paid for at the unit bid price for "Hot-Mix Cold-Laid Asphalt Concrete Pavement" of the mixture type, SAC, and asphalt binder specified.

This price is full compensation for surface preparation, materials including tack coat, placement, equipment, labor, tools, and incidentals.

Payment adjustment for ride quality, when required, will be determined in accordance with Item 585, "Ride Quality for Pavement Surfaces."

# City of Laredo
# Purchasing Division
# Notice to Bidders

Addendum #1

REC'D CITY SEC OFF
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Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for a Primary, Secondary Vendor and/or vendors for the supply of Asphalt Cold Laid LRA PREMIX TYPE D PLUS & LRA TYPE B BLACKBASE TYPE 1 GRADE AA PLUS OR Hot-Mix Cold-Laid Asphalt Concrete Pavement for Public Works and various departments. Copies of the specifications may be obtained from Finance Department-Purchasing Division, 5512 Thomas Ave., Laredo, TX 78041 or by downloading from our website: https://cityoflaredo.ionwave.net/CurrentSourcingEvents.aspx

Bids can be submitted through Cit-E-Bid procurement system or by hand delivering it to City Secretary Office, 1110 Houston St. 3rd floor, Laredo, TX 78040 until **5:00 P.M. on July 8, 2022 and all bids received will be opened and publicly acknowledge at 11:00 A.M. on July 11, 2022.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:
**RFB FY22-075 Asphalt Cold Laid LRA PREMIX TYPE D PLUS & LRA TYPE B BLACKBASE TYPE 1 GRADE AA PLUS or Hot-Mix Cold-Laid Asphalt Concrete Pavement - Public Works**

| Bids are to be submitted through Cit-E-Bid: | Hand Delivered: |
|---|---|
| https://cityoflaredo.ionwave.net/Login.aspx | City of Laredo- City Secretary<br>C/O Jose A. Valdez, Jr.<br>City Hall- Third Floor<br>1110 Houston Street<br>Laredo, TX 78040 |

**The City of Laredo reserves the right to reject any and all proposals and to waive any minor irregularities.**

WITNESS MY HAND AND SEAL, ON THIS 22TH DAY OF JUNE 2022.

Jose A. Valdez, Jr.
City Secretary

# City of Laredo
# Purchasing Division

June 22, 2022

Addendum #1

Ref: Bid: FY22-075 RFB Asphalt Cold Laid

To all Interested Vendors, please note the following modifications to the Bid:

BID NAME : FY22-075 Asphalt Cold Laid Addendum 1 (Asphalt Cold Laid LRA PREMIX TYPE D PLUS & LRA TYPE B BLACKBASE TYPE 1 GRADE AA PLUS OR Hot-Mix Cold-Laid Asphalt Concrete Pavement - Public Works)

BID LINE ITEM 1 :
Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for the supply of Asphalt Cold Laid for Public Works and various City of Laredo Departments.

BID LINE ITEM 2
1.0 Scope of Work: The City is requesting bids for the following material: LRA PREMIX TYPE D PLUS & LRA TYPE B BLACKBASE TYPE 1 GRADE AA PLUS OR Hot-Mix Cold-Laid Asphalt Concrete Pavement.

BID LINE ITEM 7
6.0 Hot-Mix Cold-Laid Asphalt Concrete Pavement Specifications - See Attachment A

BID LINE ITEM 12
SECTION I
Asphalt Cold Laid Material (Commercial = LRA PREMIX TYPE D PLUS)
Job Site delivery, price per ton, F.O.B. delivered to Public Works and Utilities Department job sites.

BID LINE ITEM 13
SECTION II
Asphalt Cold Laid Material (Commercial = LRA PREMIX TYPE D PLUS)
Picked up by City trucks, price per ton, F.O.B. (local plant only) picked up by City trucks

BID LINE ITEM 14
SECTION III
Flexible Base (Commercial = LRA TYPE B BLACKBASE TYPE 1 GRADE AA PLUS)
Job Site delivery, price per ton, F.O.B. delivered to Public Works and Utilities Department job sites.

BID LINE ITEM 15
SECTION V
Flexible Base (Commercial = LRA TYPE B BLACKBASE TYPE 1 GRADE AA PLUS)
Picked up by City trucks, price per ton, F.O.B. (local plant only) picked up by City trucks

BID LINE ITEM 16
SECTION VI
Hot-Mix Cold-Laid Asphalt Concrete Pavement (Item 334 from Texas Department of Transportation)
Job Site delivery, price per ton, F.O.B. delivered to Public Works and Utilities Department job sites.

BID LINE ITEM 17
SECTION VII
Hot-Mix Cold-Laid Asphalt Concrete Pavement (Item 334 from Texas Department of Transportation)
Picked up by City trucks, price per ton, F.O.B. (local plant only) picked up by City trucks

ATTRIBUTES LINE ITEM 1
AWARD BY SECTION
This contract will be awarded by section to the lowest responsive responsible bidder(s) primary and secondary vendors, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

If there are any questions concerning this Addendum, please contact me at (956)794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

XC Purchasing File

# City of Laredo
# Purchasing Division
# Notice to Bidders
Addendum #2

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for a Primary, Secondary Vendor and/or vendors for the supply of Asphalt Cold Laid LRA PREMIX TYPE D PLUS & LRA TYPE B BLACKBASE TYPE 1 GRADE AA PLUS OR Hot-Mix Cold-Laid Asphalt Concrete Pavement for Public Works and various departments. Copies of the specifications may be obtained from Finance Department-Purchasing Division, 5512 Thomas Ave., Laredo, TX 78041 or by downloading from our website:
https://cityoflaredo.ionwave.net/CurrentSourcingEvents.aspx

Bids can be submitted through Cit-E-Bid procurement system or by hand delivering it to City Secretary Office, 1110 Houston St. 3rd floor, Laredo, TX 78040 until **5:00 P.M. on July 18, 2022 and all bids received will be opened and publicly acknowledge at 2:00 P.M. on July 19, 2022.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:
**RFB FY22-075 Asphalt Cold Laid LRA PREMIX TYPE D PLUS & LRA TYPE B BLACKBASE TYPE 1 GRADE AA PLUS or Hot-Mix Cold-Laid Asphalt Concrete Pavement Addendum #2- Public Works**

| Bids are to be submitted through Cit-E-Bid: | Hand Delivered: |
|---|---|
| https://cityoflaredo.ionwave.net/Login.aspx | City of Laredo- City Secretary<br>C/O Jose A. Valdez, Jr.<br>City Hall- Third Floor<br>1110 Houston Street<br>Laredo, TX 78040 |

**The City of Laredo reserves the right to reject any and all proposals and to waive any minor irregularities.**

WITNESS MY HAND AND SEAL, ON THIS 29TH DAY OF JUNE 2022.

Jose A. Valdez, Jr.
City Secretary

# City of Laredo
# Purchasing Division

June 30, 2022

Addendum #2

Ref: Bid: FY22-075 RFB Asphalt Cold Laid

To all Interested Vendors, please note the following modifications to the Bid:

BID LINE ITEM 1
Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, TX 78041 or by downloading from our website: http://www.cityoflaredo.com/bids.html and clicking on Cit-E-Bid icon. Bids can be hand delivered to City Secretary Office, 1110 Houston St., 3rd. Floor, Laredo, Texas 78040 or submitted through Cit-E-Bid system until 5:00 P.M. on July 18, 2022 and all submitted bids received will be opened and publicly acknowledged at 2:00 P.M. on July 19, 2022.

BID LINE ITEM 12
SECTION I - DELIVERY AND PICK UP
Asphalt Cold Laid Material (Commercial = LRA PREMIX TYPE D PLUS)
Job Site delivery, price per ton, F.O.B. delivered to Public Works and Utilities Department job sites.
Picked up by City trucks, price per ton, F.O.B. (local plant only) picked up by City trucks
QTY: 50,000 Tons

BID LINE ITEM 13, 15,17 Deleted as part of the Addendum

BID LINE ITEM 14
SECTION II - DELIVERY AND PICK UP
Flexible Base (Commercial = LRA TYPE B BLACKBASE TYPE 1 GRADE AA PLUS)
Job Site delivery, price per ton, F.O.B. delivered to Public Works and Utilities Department job sites.
Picked up by City trucks, price per ton, F.O.B. (local plant only) picked up by City trucks
QTY: 50,000 Tons

BID LINE ITEM 16
SECTION III DELIVERY AND PICK UP
Hot-Mix Cold-Laid Asphalt Concrete Pavement TYPE D- (Item 334 from Texas Department of Transportation)
Job Site delivery, price per ton, F.O.B. delivered to Public Works and Utilities Department job sites.
Picked up by City trucks, price per ton, F.O.B. (local plant only) picked up by City trucks
QTY: 50,000 Tons

If there are any questions concerning this Addendum, please contact me at (956)794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

XC Purchasing File

## Requested Attachments

### Non-Collusive Affidavit Form

*(Attachment required)*

This form must be notarized and submitted with your response.

### Certificate of Interested Parties

Form 1295 is to be submitted upon award of bid

### Conflict of Interest Form

*(Attachment required)*

Vendor needs to address if there is a conflict of interest, CIQ form has to be submitted with your response.

## Bid Attributes

| | |
|---|---|
| 1 | **Award By Section**<br>This contract will be awarded by section to the lowest responsive responsible bidder(s) primary and secondary vendors , in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code<br>☒ Yes<br>*(Required: Check if applicable)* |
| 2 | ***Attribute deleted as part of an Addendum*** |

| | |
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| 3 | **Acknowledgement of Addendum #2**<br>Addendum #2<br><br>To all Interested Vendors, please note the following modifications to the Bid:<br><br>BID LINE ITEM 1<br><br>Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, TX 78041 or by downloading from our website: http://www.cityoflaredo.com/bids.html and clicking on Cit-E-Bid icon. Bids can be hand delivered to City Secretary Office, 1110 Houston St., 3rd. Floor, Laredo, Texas 78040 or submitted through Cit-E-Bid system until 5:00 P.M. on July 18, 2022 and all submitted bids received will be opened and publicly acknowledged at 2:00 P.M. on July 19, 2022.<br><br>BID LINE ITEM 12<br><br>SECTION I - DELIVERY AND PICK UP<br><br>Asphalt Cold Laid Material (Commercial = LRA PREMIX TYPE D PLUS)<br><br>Job Site delivery, price per ton, F.O.B. delivered to Public Works and Utilities Department job sites.<br><br>Picked up by City trucks, price per ton, F.O.B. (local plant only) picked up by City trucks<br><br>QTY: 50,000 Tons<br><br>BID LINE ITEM 13, 15,17 Deleted as part of the Addendum<br><br>BID LINE ITEM 14<br><br>SECTION II - DELIVERY AND PICK UP<br><br>Flexible Base (Commercial = LRA TYPE B BLACKBASE TYPE 1 GRADE AA PLUS)<br><br>Job Site delivery, price per ton, F.O.B. delivered to Public Works and Utilities Department job sites.<br><br>Picked up by City trucks, price per ton, F.O.B. (local plant only) picked up by City trucks<br><br>QTY: 50,000 Tons<br><br>BID LINE ITEM 16<br><br>SECTION III DELIVERY AND PICK UP<br><br>Hot-Mix Cold-Laid Asphalt Concrete Pavement TYPE D- (Item 334 from Texas Department of Transportation)<br><br>Job Site delivery, price per ton, F.O.B. delivered to Public Works and Utilities Department job sites.<br><br>Picked up by City trucks, price per ton, F.O.B. (local plant only) picked up by City trucks<br><br>QTY: 50,000 Tons<br><br>☒ I acknowledge this section<br>*(Required: Check if applicable)* |

| 4 | **Acknowledgement of Addendum #1** |
|---|---|

Addendum #1
Ref: Bid: FY22-075 RFB Asphalt Cold Laid To all Interested Vendors, please note the following modifications to the Bid:
BID NAME : FY22-075 Asphalt Cold Laid Addendum 1 (Asphalt Cold Laid LRA PREMIX TYPE D PLUS & LRA TYPE B BLACKBASE TYPE 1 GRADE AA PLUS OR Hot-Mix Cold-Laid Asphalt Concrete Pavement - Public Works)

BID LINE ITEM 1 : Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for the supply of Asphalt Cold Laid for Public Works and various City of Laredo Departments.

BID LINE ITEM 2 1.0 Scope of Work: The City is requesting bids for the following material: LRA PREMIX TYPE D PLUS & LRA TYPE B BLACKBASE TYPE 1 GRADE AA PLUS OR Hot-Mix Cold-Laid Asphalt Concrete Pavement.

BID LINE ITEM 7 6.0 Hot-Mix Cold-Laid Asphalt Concrete Pavement Specifications - See Attachment A

BID LINE ITEM 12 SECTION I Asphalt Cold Laid Material (Commercial = LRA PREMIX TYPE D PLUS) Job Site delivery, price per ton, F.O.B. delivered to Public Works and Utilities Department job sites.

BID LINE ITEM 13 SECTION II Asphalt Cold Laid Material (Commercial = LRA PREMIX TYPE D PLUS) Picked up by City trucks, price per ton, F.O.B. (local plant only) picked up by City trucks

BID LINE ITEM 14 SECTION III Flexible Base (Commercial = LRA TYPE B BLACKBASE TYPE 1 GRADE AA PLUS) Job Site delivery, price per ton, F.O.B. delivered to Public Works and Utilities Department job sites.

BID LINE ITEM 15 SECTION V Flexible Base (Commercial = LRA TYPE B BLACKBASE TYPE 1 GRADE AA PLUS) Picked up by City trucks, price per ton, F.O.B. (local plant only) picked up by City trucks

BID LINE ITEM 16 SECTION VI Hot-Mix Cold-Laid Asphalt Concrete Pavement (Item 334 from Texas Department of Transportation) Job Site delivery, price per ton, F.O.B. delivered to Public Works and Utilities Department job sites.

BID LINE ITEM 17 SECTION VII Hot-Mix Cold-Laid Asphalt Concrete Pavement (Item 334 from Texas Department of Transportation) Picked up by City trucks, price per ton, F.O.B. (local plant only) picked up by City trucks

ATTRIBUTES LINE ITEM 1 AWARD BY SECTION This contract will be awarded by section to the lowest responsive responsible bidder(s) primary and secondary vendors, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

☒ I acknowledge this section
*(Required: Check if applicable)*

| 5 | **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.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

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

**3.0 SUBMISSION OF BIDS**

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system.
(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, 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), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

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

(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.

**5.0 WITHDRAWAL OF BIDS** Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

**6.0 LATE BIDS OR MODIFICATIONS** Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

**7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS** If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

**8.0 BIDDER DISCOUNTS**

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

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

**10.0 AWARD OF CONTRACT** (a) This contract will be awarded to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

**11.0 PAYMENT & INVOICING**

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110

Houston St. Laredo, TX 78040.

☒ I Agree to the Terms and Conditions

*(Required: Check if applicable)*

| 6 | **Insurance Terms and Conditions** |
|---|---|

**INSURANCE REQUIREMENTS** If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

**(j) Certificates of insurance are subject to review and approval from the City of Laredo Risk Manager.**

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☒ I agree my insurance meets minumum requirements
*(Required: Check if applicable)*

| 7 | **Disqualification & Debarment Certification** |
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**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 contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

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

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

☒ I certify to the terms and conditions
*(Required: Check if applicable)*

| 8 | **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."

Compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

☒ I have read and understand this section
*(Required: Check if applicable)*

| | |
|---|---|
| 9 | **Questionnaire Description**<br>"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ". |
| 10 | **Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid**<br>Anderson Columbia Co., Inc., Berry O'Bryan, Vice President, (956)969-4614<br>*(Required: Maximum 1000 characters allowed)* |
| 11 | **State how long under has the business been in its present business name**<br>34 Years<br>*(Required: Maximum 1000 characters allowed)* |
| 12 | **If applicable, list all other names under which the Business identified above operated in the last five years**<br>N/A<br>*(Required: Maximum 4000 characters allowed)* |
| 13 | **State if the Company is a certified minority business enterprise**<br>The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company. |
| 14 | **Questions Part 1**<br>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?<br>No<br>*(Required: Maximum 4000 characters allowed)* |

15 **Questions Part 2**

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

No

*(Required: Maximum 4000 characters allowed)*

16 **State if the Company is a certified minority business enterprise**

☐ Historically Underutilized Business (HUB) ☐ Small Disadvantaged Business Enterprise (SCBC)

☐ Disadvantaged Business Enterprise (DBE) ☐ Other

☒ This company is not a certified minority business

*(Required: Check only one)*

17 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

18 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

19 **Conflict of Interest Questionnaire**

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

☒ Yes ☐ No

*(Required: Check only one)*

| | |
|---|---|
| 20 | **Disclosure Form**<br>For details on use of this form, see Section 4.01 of the City's Ethics Code. |
| 21 | **This is a**<br>☒ New Submission ☐ Correction ☐ Update to previous submission<br>*(Required: Check only one)* |
| 22 | **Question 1. Name of person submitting this disclosure form**<br>Please include First Name, Middle Initial, Last Name and Suffix (if applicable)<br>Berry O'Bryan, Vice President<br>*(Required: Maximum 1000 characters allowed)* |
| 23 | **Question 2. Contract Information**<br>Please include the following: a)Contract or Project Name b)Originating Department<br>City of Laredo, FY22-075 Asphalt Cold Laid, Public Works<br>*(Required: Maximum 4000 characters allowed)* |
| 24 | **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**<br>Anderson Columbia Co., Inc.<br>*(Required: Maximum 4000 characters allowed)* |
| 25 | **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**<br>☒ Not Applicable ☐ It applies to my business<br>*(Required: Check only one)* |

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

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

N/A

*(Optional: Maximum 4000 characters allowed)*

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

☒ Not Applicable ☐ It applies to my business

*(Required: Check only one)*

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

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

N/A

*(Optional: Maximum 4000 characters allowed)*

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

☒ Not Applicable ☐ It applies to my business

*(Required: Check only one)*

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

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

N/A

*(Optional: Maximum 4000 characters allowed)*

31 **Question 7. Disclosure of political contributions**

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

☒ Not Applicable ☐ It applies to my business

*(Required: Check only one)*

32 **Question 7. Disclosure of political contributions**

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

N/A

*(Optional: Maximum 4000 characters allowed)*

33 **Updates on contributions required**

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

34 **Question 8. Disclosure of Conflict of Interest**

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

☐ I am aware of conflict of interest ☒ I am not aware of any conflict of interest

*(Required: Check only one)*

35 **8. Disclosure of Conflict of Interest**

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

N/A

*(Optional: Maximum 4000 characters allowed)*

| | |
|---|---|
| 36 | **Question 9. Updates Required**<br>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.<br>☒ I have read and understand this section<br>*(Required: Check if applicable)* |
| 37 | **Question 10. No Contract with City Officials or Staff during Contract Evaluation**<br>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.<br>☒ I have read and understand this section<br>*(Required: Check if applicable)* |
| 38 | **Question 11. Conflict of Interest Questionnaire (CIQ)**<br>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.<br>☒ I have acknowledge that I have been advised<br>*(Required: Check if applicable)* |
| 39 | **Question 11. Oath**<br>Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date<br>Berry O'Bryan, Vice President, Anderson Columbia Co., Inc., 7/18/2022<br>*(Required: Maximum 4000 characters allowed)* |
| 40 | **Question 12. Oath**<br>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.<br>☒ I swear or affirm information is correct<br>*(Required: Check if applicable)* |

## Bid Lines

| | |
|---|---|
| 1 | Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for the supply of Asphalt Cold Laid for Public Works and various City of Laredo Departments. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, TX 78041 or by downloading from our website: http://www.cityoflaredo.com/bids.html and clicking on Cit-E-Bid icon. Bids can be hand delivered to City Secretary Office, 1110 Houston St., 3rd. Floor, Laredo, Texas 78040 or submitted through Cit-E-Bid system until 5:00 P.M. on July 18, 2022 and all submitted bids received will be opened and publicly acknowledged at 2:00 P.M. on July 19, 2022.<br>*(Line excluded from response total)* |
| 2 | 1.0 Scope of Work: The City is requesting bids for the following material: LRA PREMIX TYPE D PLUS & LRA TYPE B BLACKBASE TYPE 1 GRADE AA PLUS OR Hot-Mix Cold-Laid Asphalt Concrete Pavement. The needs of the City shall govern the amount of materials requested by the City during contract period. The City of Laredo reserves the right to reject any or all bids, as well as the right to determine the bid most advantageous to the City.<br>*(Line excluded from response total)*<br><br>Item Notes: ** Bids without a Certified Laboratory Test Report will not be considered. ** |
| 3 | 2.0 General Conditions 2.1 Bidders are required to submit their bids upon the following expressed conditions: Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding both bridge's grounds and facilities for delivery of material 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 of 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. 2.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. 2.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.<br>*(Line excluded from response total)* |
| 4 | 3.0 General Requirements 3.1 The general specifications for each material are listed in detail by category. Potential bidders must thoroughly review the City requirements. Bidders are hereby advised that some materials must be tested by an independent laboratory to ascertain compliance with the City's bid specifications. This testing must be done at the expense of the bidder and the independent testing laboratory must be approved by the City. Test designs shall be no older than one year. Bids without a Certified Laboratory Test Report will not be considered. 3.2 Some materials require that the vendor indicate the source of material. Bidders are reminded to include that information in the bid schedule.<br>*(Line excluded from response total)*<br><br>Item Notes: Bids without a Certified Laboratory Test Report will not be considered. |
| 5 | 4.0 Cause for Termination of Contract - This materials contract may be terminated for any of the following reasons: 4.1 The material supplied continuously fails four (4) times to meet the specifications as included herein and as determined by the City Engineer or the testing laboratory procured, or 4.1.1 Deliveries are not made to the designated job site, plant site, Department of Public Works Compound and Department of Utilities Compound, F.O.B., or 4.1.2 Deliveries do not meet pre-set Department of Public Works or the Department of Utilities time schedules: 4.1.3 A 24-hour advance notice will be allowed: 4.1.3.1 Special cases, as equipment breakdown will be allowed more than five breakdowns in a year will be cause for termination. 4.1.3.2 The supplier will make every effort to deliver material to City in the event that less than a 24- hour notice is given.<br>*(Line excluded from response total)* |

| | |
|---|---|
| 6 | 5.0 Asphaltic Materials 5.1 Description: these specifications shall govern for the materials which shall be used for a base course, a leveling up course, a surface course or any combination thereof, and which shall be composed of a mixture of (1) Mineral Aggregate and Asphaltic material as necessary to meet the requirements for hot-mix asphaltic concrete pavement, and (2) limestone rock asphalt and fluxing materials as necessary to meet the requirements of cold- mix limestone rock asphalt. 5.2 Materials used in Hot-Mix Asphaltic Concrete Pavement shall meet the requirements as set forth in Item 340 of the Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition for the types of asphalt specified. Asphalt for the paving mixture shall be the type as determined by the City Engineer and shall meet the requirement of Item 300 "Asphalts, Oils and Emulsions", Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition. The supplier shall notify the engineer of the source of asphalt and submit a certificate of compliance of materials prior to design or production. These specifications shall also govern for all equipment for handling and mixing materials, which equipment shall conform to Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition, Item 340. Note: The supplier shall stockpile the material to be used to fulfill this contract per specifications herein designated, and shall make no substitutions of materials or specifications. If stockpiles are depleted, the supplier must assume all responsibility for such cost of sampling and testing other materials for compliance to specifications. 5.3 Sampling and Testing Bidders are hereby advised that material being bid is to be tested, at no expense to the City, by an independent testing laboratory approved by the City, and a copy of the laboratory test report is to be submitted as part of the bid for that particular material to ascertain compliance to the specifications. Test reports shall be no older than one year. Bids without a Certified Laboratory Test Report will not be considered. Sampling and testing procedures shall conform to the requirements of the ASTM Designation D979-74: 3:12. The material shall be approved by the City Engineer prior to use. Sampling and testing for the development of preliminary data shall be obtained by the purchaser. Sampling and testing for control of the product at the source of manufacture, storage, or site of use shall be obtained by the purchaser at his own expense. Sampling and testing for acceptance of testing shall be performed by an independent testing laboratory designated by the City Engineer. One copy of the test report shall be submitted to each; the engineer, the supplier and Department of Public Works Director. 5.4 Price Schedules: Bidders must complete the following:Bids shall be based on a per unit of material listed and shall include dollar amounts for each specific unit listed. Prices may be escalated during the course of the contract to the extent of price increases based on the oils required to manufacture the material in this contract, however, the supplier must submit detailed proof of overall refinery price change and the effect upon delivered prices, along with a "Price Breakdown" to show the City Engineer what constitutes the increase per unit of materials thirty days before unit prices are increased: Hot-Mix Asphaltic Concrete materials to conform to the Texas Department of Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges 2014" or latest edition, Item 340 (Type D). 5.5 Delivery to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative supplier, material will be purchased at competitive prices as approved by the City. The difference in cost, if any, may be charged against contracted supplier.<br>*(Line excluded from response total)*<br><br>Item Notes: Bids without a Certified Laboratory Test Report will not be considered. |
| 7 | 6.0 Hot-Mix Cold-Laid Asphalt Concrete Pavement Specifications - See Attachment A<br>*(Line excluded from response total)*<br><br>Item Notes: Bids without a Certified Laboratory Test Report will not be considered. |

| | |
|---|---|
| 8 | 7.0 Term of Contract: The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three (3), additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. 7.1 The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. 7.2 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Public Works and Utilities Departments.<br>*(Line excluded from response total)* |
| 9 | 8.0 Award of Contract: Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded by sections to the lowest responsive-responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. 8.1 Disclosure of Interested Parties Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.<br>*(Line excluded from response total)* |
| 10 | 9.0 ** Price Adjustment **During the period of this contract, prices may be increased and decreased. However, price changes will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service (OPIS). The base price shall be the OPIS average rack price for the Laredo area. The base price bid of the vendor will remain fixed during the contract period. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us.<br>*(Line excluded from response total)* |

| | |
|---|---|
| 11 | 10.0 Delivery 10.1 Delivery of materials is to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative supplier, material will be contracted supplier.<br>*(Line excluded from response total)*<br><br>**Item Attributes**<br>**1. Delivery**<br>Delivery time for all items ordered under the terms and conditions of this contract are ____ working days from date of order. Bidder's business hours: From: ____ a.m. to ____ p.m. Days of week: ____<br>Unit Prices provided are FOB Anderson Cdenbira plant located at 8016 Mines Road, Laredo TX 78045.<br>Hours of operation are Monday thrayh Friday 6am 7am to 5:00 pm.<br>*(Required: Maximum 4000 characters allowed)* |

| | |
|---|---|
| 12 | SECTION I - DELIVERY AND PICK UP<br>Asphalt Cold Laid Material (Commercial = LRA PREMIX TYPE D PLUS)<br>Job Site delivery, price per ton, F.O.B. delivered to Public Works and Utilities Department job sites.<br>Picked up by City trucks, price per ton, F.O.B. (local plant only) picked up by City trucks<br>*(Response required)*<br>Quantity: 50000 UOM: Tons Price: $ Total: $<br>Supplier Notes: ☒ No bid ☐ Alternate specification *(Attach separate sheet)* ☐ Additional notes *(Attach separate sheet)*<br><br>**Item Attributes**<br>**1. Price Required - Unit of Measure in Tons**<br>Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.<br>☐ I have read and understood this requirement.<br>*(Required: Check if applicable)* |

| | |
|---|---|
| 13 | ***Line deleted as part of an Addendum*** |

14 SECTION II - DELIVERY AND PICK UP
Flexible Base (Commercial = LRA TYPE B BLACKBASE TYPE 1 GRADE AA PLUS)
Job Site delivery, price per ton, F.O.B. delivered to Public Works and Utilities Department job sites.
Picked up by City trucks, price per ton, F.O.B. (local plant only) picked up by City trucks
*(Response required)*

Quantity: 50000 UOM: Tons Price: $ Total: $

Supplier Notes:

[X] No bid
[ ] Alternate specification *(Attach separate sheet)*
[ ] Additional notes *(Attach separate sheet)*

**Item Attributes**

**1. Price required - Unit of Measure in Tons**

Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

[ ] I have read and understood this requirement.
*(Required: Check if applicable)*

15 ***Line deleted as part of an Addendum***

16 SECTION III DELIVERY AND PICK UP
Hot-Mix Cold-Laid Asphalt Concrete Pavement Type D - (Item 334 from Texas Department of Transportation)
Job Site delivery, price per ton, F.O.B. delivered to Public Works and Utilities Department job sites.
Picked up by City trucks, price per ton, F.O.B. (local plant only) picked up by City trucks
*(Response required)*

Quantity: 50000 UOM: Tons Price: $ 92.00 Total: $ 4,600,000.00

Supplier Notes: Price is For Anderson Columbia plant located at 8016 Mines Rd, Laredo Tx 78045. Delivery not included.

[ ] No bid
[ ] Alternate specification *(Attach separate sheet)*
[ ] Additional notes *(Attach separate sheet)*

**Item Attributes**

**1. Price Required - Unit of Measure in Tons**

Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

[ ] I have read and understood this requirement.
*(Required: Check if applicable)*

17 ***Line deleted as part of an Addendum***

## Supplier Information

Company Name: Anderson Columbia Co., Inc.

Contact Name: Berry O'Bryan

Address: P.O. Box 565

Weslaco, Texas 78599

Phone: (956)969-4614

Fax: (956)968-0982

Email:

## Supplier Notes

Unit price provided is FOB Anderson Columbia plant located at 8016 Mines Rd, Laredo TX 78045. Delivery NOT included.

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

Berry O'Bryan, Vice President
*Print Name*

*Signature*

CASTLE
ENGINEERING & TESTING, LLC

3302 Cuatro Vientos Drive, Suite No. 12
Laredo, Texas 78046
Phone 956 727 3530
Fax 956 727 3384
TBPE Registration No. F-10341

# COLD MIX ASPHALTIC CONCRETE MIX DESIGN

| | | | |
|---|---|---|---|
| Date: | June 29, 2022 | Report No.: | 22M043-001 |
| Spec Item: | TxDOT 2014, Item 334 | Tested/Sampled By: | Richard Leyendecker, Jr. |
| Mix Type: | Cold Mix Type "D" Fine Surface | Producer: | Anderson Columbia Co., Inc. |

## MATERIALS PROPERTIES

| | | | | |
|---|---|---|---|---|
| Aggregates: | Grade 4..... | 38% | Asphalt Source: | VALERO |
| | Grade 5..... | 24% | Asphalt Grade: | AC-0.6 |
| | Grade 6..... | 24% | Antistripping Additive: | NONE |
| | Asphalt Sand ..... | 14% | Sand Equivalent: | 62% |
| | | | Crushed Faces: | 90% |

| Sieve Size | Aggregate Blend Percent Passing | TxDOT 2014, Item 334 Cold Mix Type "D" Fine Surface Percent Specified |
|---|---|---|
| 3/4" | 100 | 100 |
| 1/2" | 99.1 | 98 --- 100 |
| 3/8" | 96.5 | 85 --- 100 |
| No. 4 | 53.4 | 50 --- 70 |
| No. 8 | 35.5 | 35 --- 46 |
| No. 30 | 15.1 | 15 --- 29 |
| No. 50 | 7.4 | 7 --- 20 |
| No. 200 | 3.2 | 2 --- 7 |

## SUMMARY DESIGN DATA

| | Actual Results | Specifications |
|---|---|---|
| Optimum Asphalt Content, (%) | 4.0 | --- |
| Air Voids, (%) | 4.0 | --- |
| Optimum Density, (%) | 95.0 | 95.0 |
| VMA, (%) | 14.3 | 14.0 Min. |
| Theo. Max. Specific Gravity (Gr) | 2.484 | --- |
| Bulk Specific Gravity (Ga) | 2.359 | --- |

STATE OF TEXAS
JESSE P. RODRIGUEZ
57352
LICENSED
PROFESSIONAL ENGINEER

29, JUNE, 22

Report Distribution:
Anderson Columbia Co., Inc.

Reviewed By: _____
Jesse P. Rodriguez, P.E.

The test(s) were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is for the exclusive use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

# TEXAS DEPARTMENT OF TRANSPORTATION

## HMACP MIXTURE DESIGN : COMBINED GRADATION

Refresh Workbook

File Version: 10/12/15 10:00:39

| | | | |
|---|---|---|---|
| SAMPLE ID: | 22M043 | SAMPLE DATE: | June 29, 2022 |
| LOT NUMBER: | 1 | LETTING DATE: | June 29, 2022 |
| SAMPLE STATUS: | Current | CONTROLLING CSJ: | |
| COUNTY: | Webb | SPEC YEAR: | |
| SAMPLED BY: | Richard Leyendecker Jr. lvl 2 | SPEC ITEM: | 334 |
| SAMPLE LOCATION: | Plant 14 | SPECIAL PROVISION: | |
| MATERIAL CODE: | 9602 | MIX TYPE: | |
| MATERIAL NAME: | Cold Mix Type "D" Fine Surface | | |
| PRODUCER: | Anderson Columbia Co., Inc. | | |
| AREA ENGINEER: | | PROJECT MANAGER: | Richard Leyendecker Jr. lvl 2 |

| | |
|---|---|
| WMA Additive in Design? | No |
| Target Discharge Temp., °F: | 250 |
| WMA TECHNOLOGY | |
| WMA RATE: | UNITS |
| CONTRACTOR DESIGN # : | Design-9602 |

| COURSE\LIFT: | Surface | STATION: | | DIST. FROM CL: | |
|---|---|---|---|---|---|

| Maximum Allowable, % | |
|---|---|
| Frac RAP: | 20.0 |
| Unfrac RAP: | 10.0 |
| RAS: | 5.0 |
| RB Ratio: | 20.0 |

| Recycled Binder, % | |
|---|---|
| Bin No.8 : | 0.0 |
| Bin No.9 : | 0.0 |
| Bin No.10 : | 0.0 |
| **Total** | **0.000** |

*Use this value in the QC/QA template>>*

**Ratio of Recycled to Total Binder, %**

*(based on binder percent (%) entered below in this worksheet)*

0.0

| | AGGREGATE BIN FRACTIONS | | | | | | | "RECYCLED MATERIALS" | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Aggregate | Bin No.1 | Bin No.2 | Bin No.3 | Bin No.4 | Bin No.5 | Bin No.6 | Bin No.7 | Bin No.8 | Bin No.9 | Bin No.10 | |
| Source: | Gravel | Gravel | Gravel | Gravel | | | | Fractionated RAP | | | Material Type |
| Pit: | Rail Yard 359 | Rail Yard 359 | Rail Yard 359 | Laperia Asphalt-Sand | | | | Plant 14 | | | Material Source |
| Number: | #4 | #5 | #6 | | | | | | | | RAS Type |
| Producer: | Laredo Agg. | Laredo Agg. | Laredo Agg. | Anderson Columbia | | | | Anderson Columbia | | | RAP/RAS Producer |
| Sample ID: | Grade 4 | Grade 5 | Grade 6 | Asphalt Sand | | | | Rap | | | Sample ID |

| | | | | | | | | | | | | | | | Recycled Asphalt Binder (%) | | | | | | Combined Gradation | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Hydrated Lime?: | | | | | | | | | | | | | | | 0.0 | % of Tot. Mix | | % of Tot. Mix | | % of Tot. Mix | Total Bin | Lower & Upper Specification Limits | | |
| Individual Bin (%): | 38.0 | Percent | 24.0 | Percent | 24.0 | Percent | 14.0 | Percent | 0.0 | Percent | 0.0 | Percent | 0.0 | Percent | | % of Aggreg | | % of Aggreg | | % of Aggreg | 100.0% | | | |
| Sieve Size: | Cum.% Passing | *Wtd* Cum. % | Cum.% Passing | *Wtd* Cum. % | Cum.% Passing | *Wtd* Cum. % | Cum.% Passing | *Wtd* Cum. % | Cum.% Passing | *Wtd* Cum. % | Cum.% Passing | *Wtd* Cum. % | Cum.% Passing | *Wtd* Cum. % | Cum.% Passing | *Wtd* Cum. % | Cum.% Passing | *Wtd* Cum. % | Cum.% Passing | *Wtd* Cum. % | Cum. % Passing | Lower | Upper | Within Spec's |
| 3/4" | 100.0 | 38.0 | 100.0 | 24.0 | 100.0 | 24.0 | 100.0 | 14.0 | 100.0 | 0.0 | 100.0 | 0.0 | 100.0 | 0.0 | 100.0 | 0.0 | | | | | 100.0 | 100.0 | 100.0 | Yes |
| 1/2" | 100.0 | 38.0 | 100.0 | 24.0 | 100.0 | 24.0 | 93.8 | 13.1 | 100.0 | 0.0 | 100.0 | 0.0 | 100.0 | 0.0 | 94.7 | 0.0 | | | | | 99.1 | 98.0 | 100.0 | Yes |
| 3/8" | 93.5 | 35.5 | 100.0 | 24.0 | 100.0 | 24.0 | 92.7 | 13.0 | 100.0 | 0.0 | 100.0 | 0.0 | 100.0 | 0.0 | 90.1 | 0.0 | | | | | 96.5 | 85.0 | 100.0 | Yes |
| No. 4 | 8.8 | 3.3 | 69.4 | 16.7 | 100.0 | 24.0 | 66.8 | 9.4 | 100.0 | 0.0 | 100.0 | 0.0 | 100.0 | 0.0 | 65.3 | 0.0 | | | | | 53.4 | 50.0 | 70.0 | Yes |
| No. 8 | 5.9 | 2.2 | 16.7 | 4.0 | 88.9 | 21.3 | 56.3 | 7.9 | 100.0 | 0.0 | 100.0 | 0.0 | 100.0 | 0.0 | 48.1 | 0.0 | | | | | 35.5 | 35.0 | 46.0 | Yes |
| No. 30 | 3.8 | 1.4 | 5.2 | 1.2 | 23.9 | 5.7 | 47.6 | 6.7 | 100.0 | 0.0 | 100.0 | 0.0 | 100.0 | 0.0 | 20.1 | 0.0 | | | | | 15.1 | 15.0 | 29.0 | Yes |
| No. 50 | 2.3 | 0.9 | 1.6 | 0.4 | 8.5 | 2.0 | 29.1 | 4.1 | 100.0 | 0.0 | 100.0 | 0.0 | 100.0 | 0.0 | 14.3 | 0.0 | | | | | 7.4 | 7.0 | 20.0 | Yes |
| No. 200 | 1.2 | 0.5 | 0.5 | 0.1 | 6.7 | 1.6 | 7.1 | 1.0 | 100.0 | 0.0 | 100.0 | 0.0 | 100.0 | 0.0 | 4.3 | 0.0 | | | | | 3.2 | 2.0 | 7.0 | Yes |

*(Bold Italic)* Not within specifications *(Bold Italic)* Not within specificaitons- Restricted Zone *(Italic)* Not cumulative

| | | | | | |
|---|---|---|---|---|---|
| Lift Thickness, in: | | Binder Substitution? | No | Binder Originally Specified: | |
| Asphalt Source: | Valero | Binder Percent, (%): | 4.0 | Asphalt Spec. Grav.: | 1.021 |
| Antistripping Agent: | | Percent, (%): | | | |

Remarks:

Level 2 TxDOT Certification #537 Richard Leyendecker Jr.

Notes:

## TEXAS DEPARTMENT OF TRANSPORTATION

## HMACP MIXTURE DESIGN : SUMMARY SHEET

| | | | |
|---|---|---|---|
| SAMPLE ID: | 22M043 | SAMPLE DATE: | June 29, 2022 |
| LOT NUMBER: | 1 | LETTING DATE: | June 29, 2022 |
| SAMPLE STATUS: | Current | CONTROLLING CSJ: | |
| COUNTY: | Webb | SPEC YEAR: | |
| SAMPLED BY: | Richard Leyendecker Jr. lvl 2 | SPEC ITEM: | 334 |
| SAMPLE LOCATION: | Plant 14 | SPECIAL PROVISION: | None |
| MATERIAL CODE: | 9602 | MIX TYPE: | |
| MATERIAL NAME: | Cold Mix Type "D" Fine Surface | | |
| PRODUCER: | Anderson Columbia Co., Inc. | | |
| AREA ENGINEER: | | PROJECT MANAGER: | Richard Leyendecker Jr. lvl 2 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| COURSE\LIFT: | Surface | STATION: | | DIST. FROM CL: | | CONTRACTOR DESIGN # : | Design-9602 |

| | |
|---|---|
| **Target Density, %:** | *95.0* |
| **Number of Gyrations:** | |

| TEST SPECIMENS | | | | | | | | Mixture Evaluation @ Optimum Asphalt Content | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Indirect Tensile Strength (psi) | Hamburg Wheel Tracking Test | | |
| Asphalt Content (%) | Binder Ratio (%) | Specific Gravity Of Specimen (Ga) | Maximum Specific Gravity (Gr) | Effective Gravity (Ge) | Theo. Max. Specific Gravity (Gt) | Density from Gt (Percent) | VMA (Percent) | | Number of cycles | Rut depth (mm) | Overlay Tester Min. Number of Cycles |
| | | | | | | | | | | | |
| 3.5 | 0.0 | 2.345 | 2.501 | 2.640 | 2.503 | 93.7 | 14.3 | | | | |
| 4.0 | 0.0 | 2.359 | 2.482 | 2.639 | 2.484 | 95.0 | 14.3 | | | | |
| 4.5 | 0.0 | 2.375 | 2.469 | 2.646 | 2.466 | 96.3 | 14.1 | | | | |
| | | | | | | | | | | | |

| | |
|---|---|
| **Effective Specific Gravity:** | 2.642 |
| **Optimum Asphalt Content :** | **4.0** |
| **Binder Ratio @ OAC:** | 0.0 |
| **VMA @ Optimum AC:** | *14.3* |

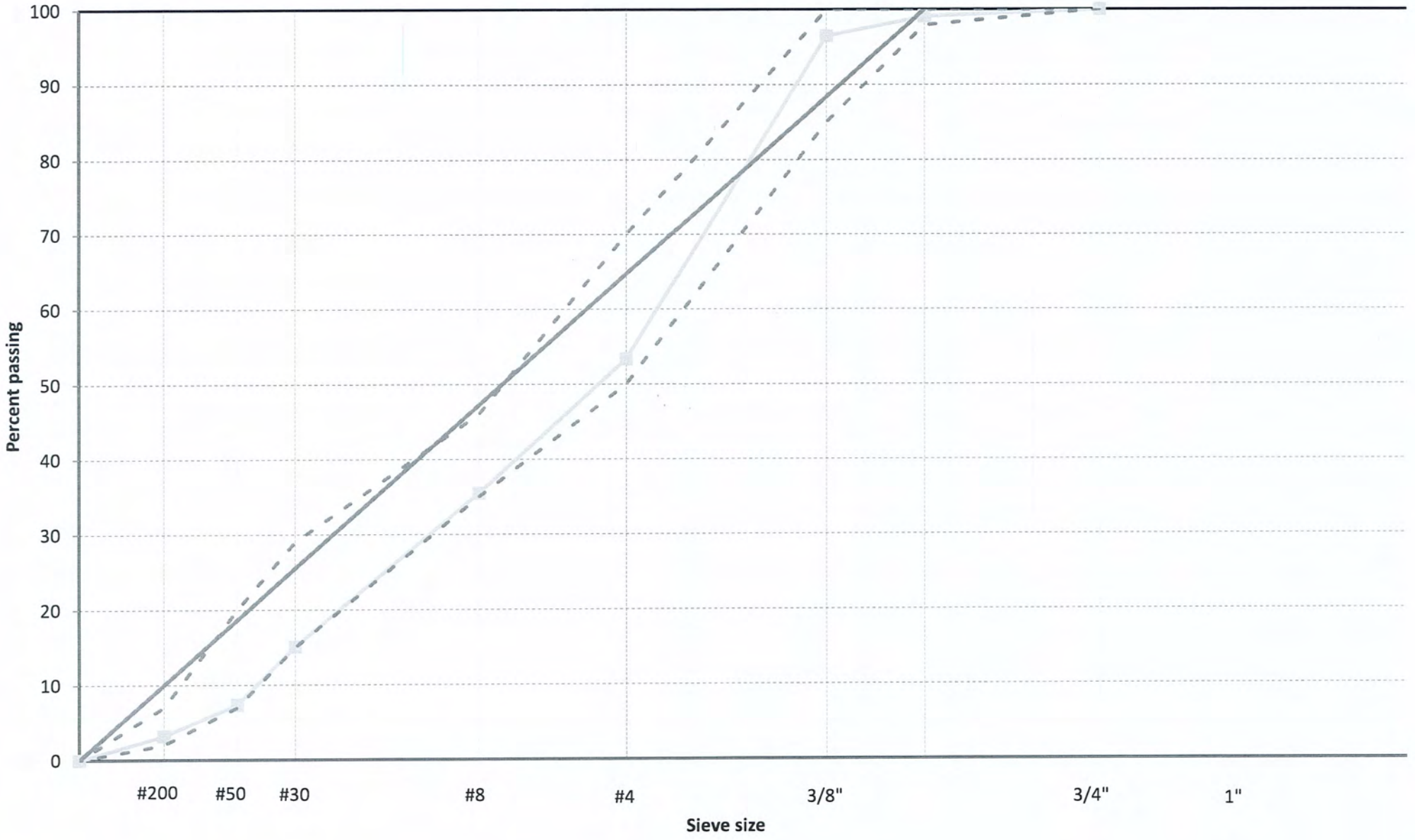
| | |
|---|---|
| **Estimated Percent of Stripping, %:** | **0** |

| ***Interpolated Values*** | |
|---|---|
| *Specific Gravity (Ga):* | *2.359* |
| *Max. Specific Gravity (Gr):* | *2.482* |
| *Theo. Max. Specific Gravity (Gt):* | *2.484* |

| | |
|---|---|
| **Mixing Temp,°F:** | 250 |
| **Molding Temp,°F:** | 250 |

Remarks:

1076


100
90
80
70
60
50
40
30
20
10
0
Percent passing
#200
#50
#30
#8
#4
3/8"
3/4"
1"
Sieve size

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Consent Agenda 55.**

**SUBJECT**
Consideration to renew contract FY22-085 to Anderson Columbia, Weslaco, TX for a total annual amount not to exceed $750,000.00 for the purchase of asphalt cold HMCL type B for Public Works and various City departments. The term of this contract shall be for a period of one year beginning as of the date of its execution. This is the second of three one-year extension periods. No price change in this last extension. Funding is available in the General Fund - Public Works Construction Budget and Capital Improvements Funds and in the respective department's budgets.

Anderson Columbia
Hot-Mix Cold-Laid Asphalt (HMCL) Type B $86.70/per ton
Picked up by City trucks
Annual amount $750,000.00

**PREVIOUS COUNCIL ACTION**
First renewal approved on 08/07/23.

**BACKGROUND**
The City of Laredo went out on Formal Bid solicitations through Cit-E-Bid for awarding a supply contract for Hot-Mix Cold-Laid Asphalt Concrete Pavement (HMCL) Type B, sole bidder was Anderson Columbia, Weslaco, TX. All items will be purchased on as needed basis. The term of this contract shall be for a period of one year beginning as of the date of its execution. This is the second of three one-year extension periods.

**COMMITTEE RECOMMENDATION**
None

**STAFF RECOMMENDATION**
It is recommended that this renewal be approved

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2024 |
| Budgeted Y/N?: | Y |
| Source of Funds: | Click or tap here to enter text. |
| Account #: | 402-4310-533-2010 |
| Change Order: Exceeds 25% Y/N: | Click or tap here to enter text. |

**FINANCIAL IMPACT:**

The purpose of this contract is to establish prices for the commodities or services needed, should the City need the purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

**City Council-Regular**

**Meeting Date:** 08/07/2023

**Staff Source:** John Orfila, Jr., Public Works Director; Mark DeMay, Finance Director; Miguel Pescador; Purchasing Agent

## SUBJECT

Consideration to renew contract FY22-085 to sole bidder Anderson Columbia, Weslaco, TX for a total annual amount not to exceed $750,000.00. This contract is for the purchase of : Asphalt Cold HMCL Type B for Public Works and other city departments. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is Ext. I of three one year periods. Funding is available in the General Fund - Public Works Construction Budget and Capital Improvements Funds.

| VENDOR | DESCRIPTION | PRICE PER TON | ANNUAL AMOUNT |
|---|---|---|---|
| ANDERSON COLUMBIA | Hot-Mix Cold-Laid Asphalt Concrete Pavement Type B - (Item 334 from Texas Department of Transportation) Picked up by City trucks, F.O.B. (local plant only) | $86.70 | $750,000.00 |
| | Total | | $750,000.00 |

## VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

## PREVIOUS COUNCIL ACTION

Contract awarded on 09/06/22

## BACKGROUND

The City of Laredo went out on Formal Bid solicitations through Cit-E-Bid for awarding a supply contract for Public Works materials: Asphalt Cold Laid (Hot-Mix Cold-Laid Asphalt Concrete Pavement- HMCL) Type B , sole bidder was Anderson Columbia, Weslaco, TX. All items will be purchased on as needed basis. The Term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three (3) , additional one (1) year periods. This is Ext. I of three. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall be bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof,

on a month-to-month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that this renewal be approved.

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**Fiscal Impact**

| | |
|---|---|
| **Fiscal Year:** | 2023 |
| **Bugeted Y/N?:** | |
| **Source of Funds:** | |
| **Account #:** | 402-4310-533-2010 |
| **Change Order: Exceeds 25% Y/N:** | |

**FINANCIAL IMPACT:**

The purpose of this contract is to establish prices for the commodities or services needed, should the City need the purchase these commodities or services. The City’s obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

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**Attachments**

Anderson Columbia Response

FY22-085 Contract

Renewal Letter

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**City of Laredo**
**Purchasing Division**

# LETTER OF AWARD

August 10, 2023

Mr. Berry O'Bryan
Anderson Columbia Co.
2210 N. Vo-Tech Drive
Weslaco, Texas 78599

RE: Contract FY22-085 Asphalt Cold Laid (Hot-Mix Cold-Laid Asphalt Type B) – Ext. 1
Approved by City Council on August 7, 2023.

Dear Mr. O'Bryan:

This is to inform you that renewal for contract FY22-085 was approved by City Council on August 7, 2023. The term of this contract shall be for a period of one year. This is the first of three extension periods. This contract will be effective on September 7, 2023.

| Contract Pricing | Per ton |
|---|---|
| Hot-Mix Cold-Laid Asphalt Concrete Pavement Type B | |
| Picked up by City trucks, F.OB. (local plant only) | $86.70 |

During this period of contract, prices may be increased and decreased. However, price changes will be governed by an index made up of the composite posted prices in the **Laredo** area of those companies published in the **daily** publication of Oil Price Information Service (OPIS). The base price shall be the **OPIS average rack price** for the Laredo area.

Compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

If there are any questions regarding this notification, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

XC: Purchasing File

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Consent Agenda 56.**

**SUBJECT**
Consideration to ratify and to allow a 25% increase in the amount of $95,675.00 to Double D Trucking, Laredo, TX, Contract FY24-059 to supply dirt and hauling service to continue the project and to prevent delays for the Laredo Landfill Phase 4 & 5 cell construction. The term of this contract shall be for a period of the Landfill Project until its completion. Funding is available in the Solid Waste Fund 2022 Certificate of Obligation Bond.

| Supplier | Dirt Per/Ton |
|---|---|
| Double D Trucking | $4.74 |

**PREVIOUS COUNCIL ACTION**
Contract FY24-059 awarded by City Council 04/15/24.

**BACKGROUND**
The Solid Waste Department formally requested bids to award a one time purchase for dirt & hauling services through Cit-E-Bid procurement system. This is an additional purchase of dirt which will be required for the 4 & 5 cell construction. The cell construction is to bury more garbage and continue with landfill operations for the next 7 to 8 years on 359. In order to be in compliance with TCEQ the dirt is going to be used for protective cover. Contract with Primary Vendor M & v Heavy Equipment was rescinded as material did not meet engineering specifications, Secondary Vendor Double D Trucking, Laredo, TX continued to supply the remaining tons in contract at their price rate, thus Landfill is requesting the 25% increase from original amount $382,700.00 which is $95,675.00.

**COMMITTEE RECOMMENDATION**
None

**STAFF RECOMMENDATION**
Staff recommends for this increase to be approved.

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2024 |
| Budgeted Y/N?: | Y |
| Source of Funds: | 2022 Certificate of Obligation Bond |
| Account #: | 556-9880-535-9301 |
| Change Order: Exceeds 25% Y/N: | Y |

**FINANCIAL IMPACT:**

Funding is available in the Solid Waste Fund 2022 Certificate of Obligation Bond. Account 556-9880-535-9301, Project SO2302.

**City of Laredo**
**Purchasing Division**

# LETTER OF AWARD

April 16, 2024.

Mr. Jesus Erik Caballero
Double D Trucking
3611 Brumoso ct.
Laredo, Texas 78046

RE: FY24-059 Dirt Hauling Services for Solid Waste Project – Secondary Vendor
Approved by City Council on April 15, 2024.

Dear Mr. Caballero :

This is to inform you that you were awarded contract FY24-059 Dirt Hauling Services for Solid Waste Project as a Secondary Vendor, if for any reason the Primary Vendor cannot supply nor provide services then department can go with the Secondary Vendor. The term of this contract shall be for the duration of the project only.

Dirt per ton: $4.74

Compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

If there are any questions regarding this notification, please feel free to call me at (956) 794-1733.

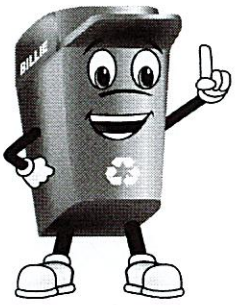
**Statutory Requirements to File Form 1295:**
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancellation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Sincerely,

Enrique Aldape
Interim Purchasing Agent

XC: Purchasing File

**CITY OF LAREDO**
**SOLID WASTE SERVICES DEPARTMENT**
**P.O. BOX 1965**
**LAREDO, TEXAS 78044**
**(956) 795-2510**



# Memorandum

Date: July 12, 2024

To: Joseph W. Neeb, City Manager

From: John Porter Director, Environmental & Solid Waste Services

RE: Proposal to increase the dirt contract by 25% for Laredo Landfill Phase 4 & 5 cell construction.

Some of the on-site material excavated during initial construction was going to be used for the new cell construction however, this excavated material did not meet engineering specifications. M & V won the bid & was approved by city council for the amount $382,700 as they were not able to bring clean dirt that PO was canceled and requested services to the second bidder Double D with PO # 393316 for the remaining tons in contract. Thus, Solid Waste is requesting a change order for the dirt hauling services, we are requesting a 25%, increase which is $95,675.00 for a final total of $478,375.00, this will keep the project going to prevent delays. We will take this item to Council in August for ratification.

Thank you in advance and appreciate your consideration into this matter.

Approved by

Date

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Consent Agenda 57.**

### SUBJECT
Submission of the 2024 Certified Appraisal Roll from the Webb County Appraisal District for the development of the City's tax roll; acceptance of the Tax Rate Calculation Worksheets for the No-New-Revenue Tax Rate and Voter-Approval Tax Rate for Tax Year 2024; recommend to propose a tax rate of $0.507623 per $100 value; setting a date for a Special City Council Meeting for the Public Hearing and Introductory Ordinance of the proposed tax rate. The meeting must be held on September 9, 10, 11, or 12 of 2024.

### PREVIOUS COUNCIL ACTION
Every year, City Council approves the appraisal roll from the Webb County Appraisal District for the development of the City's tax roll; accepts the No-New-Revenue and Voter-Approval Tax Rate Calculations; proposes the tax rate; and sets the public hearing dates as required by the Texas Property Tax Code.

### BACKGROUND
Each year, the Webb County Appraisal District certifies the appraisal roll to be used as a base for our tax levy. The 2024 Certified Appraisal Roll was provided by the Webb County Appraisal District on July 24, 2024, and the certified values are as follows:

| | Approved Value | Value Under Protest | Total Value |
|---|---|---|---|
| Appraised Value | $30,094,070,632 | $532,256,893 | $30,626,327,525 |
| Net Appraised/Assessed Value | $29,328,938,047 | $454,741,101 | $29,783,679,148 |
| Net Taxable Value | $23,875,316,834 | $452,055,885 | $24,327,372,719 |
| Total Number of Accounts | 98,766 | | |

Of the above totals, new value and annexations are as follows:

| | Market | Taxable |
|---|---|---|
| Total New Value | $597,503,010 | $539,973,542 |
| Total New Annexations | $ 37,013,944 | $ 33,856,814 |

Calculated tax rates in accordance with Truth-in-Taxation (TNT) Guidelines are as follows:

| | |
|---|---|
| 2024 No-New-Revenue Tax Rate - NNR | $0.464498 per $100 Value |
| 2024 Voter-Approval Tax Rate - VAR | $0.507623 per $100 Value |

2024 Certified Appraisal Roll and NNR and VAR Tax Rate Calculation Worksheets are attached.

### COMMITTEE RECOMMENDATION
Not Applicable.

### STAFF RECOMMENDATION

Acceptance of the 2024 Certified Appraisal Roll and Tax Rate Calculation Worksheets for the No-New -Revenue Tax Rate and Voter-Approval Tax Rate for Tax Year 2024; propose a tax rate of $0.507623 per $100 value; set a date for a Special City Council Meeting on September 9, 10, 11, or 12 of 2024 for the Public Hearing and Introductory Ordinance of the proposed tax rate.

## Fiscal Impact

| | |
|---|---|
| Fiscal Year: | Click or tap here to enter text. |
| Budgeted Y/N?: | Click or tap here to enter text. |
| Source of Funds: | Click or tap here to enter text. |
| Account #: | Click or tap here to enter text. |
| Change Order: Exceeds 25% Y/N: | Click or tap here to enter text. |

**FINANCIAL IMPACT:**
Tax levy will generate revenue for General Fund Maintenance and Operations and Tax Supported Debt for fiscal year 2024-2025.

# WEBB COUNTY APPRAISAL DISTRICT

# 2024 CITY OF LAREDO CERTIFICATION TOTALS

## JULY 22, 2024

WEBB COUNTY APPRAISAL DISTRICT
3302 CLARK BOULEVARD
LAREDO, TEXAS 78043-3346
PHONE: (956)718-4091 FAX: (956)718-4052

# CERTIFICATION OF YEAR 2024 APPRAISAL ROLL FOR CITY OF LAREDO

"I, BOBBY PEREGOY, CHIEF APPRAISER FOR WEBB COUNTY APPRAISAL DISTRICT, SOLEMNLY SWEAR THAT THE ATTACHED IS THAT PORTION OF THE APPROVED APPRAISAL ROLL OF THE WEBB COUNTY APPRAISAL DISTRICT WHICH LISTS PROPERTY TAXABLE BY

**CITY OF LAREDO**

AND CONSTITUTES THE APPRAISAL ROLL FOR WEBB COUNTY APPRAISAL DISTRICT PURSUANT TO SECTION 26.01 OF THE TEXAS PROPERTY TAX CODE."

**YEAR 2024 APPRAISAL ROLL INFORMATION:**

| | |
|---|---|
| **TOTAL APPRAISED VALUE** | **$ 30,094,070,632** |
| **TOTAL NET APPRAISED VALUE** | **$ 29,328,938,047** |
| **TOTAL NET TAXABLE VALUE** | **$ 23,875,316,834** |
| **NUMBER OF ACCOUNTS** | **97,745** |

BOBBY PEREGOY
CHIEF APPRAISER

JULY 22, 2024
DATE

**WEBB COUNTY APPRAISAL DISTRICT**
**3302 CLARK BOULEVARD**
**LAREDO, TEXAS 78043-3346**
**PHONE: (956)718-4091 FAX: (956)718-4052**

# CERTIFICATE OF VALUATIONS UNDER PROTEST

THE STATE OF TEXAS

COUNTY OF WEBB

I, THE UNDERSIGNED, THE DULY SELECTED CHIEF APPRAISER OF WEBB COUNTY APPRAISAL DISTRICT, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOLLOWING IS A TRUE AND CORRECT STATEMENT OF THE VALUATION FOR TAXABLE PROPERTY UNDER PROTEST, PENDING BEFORE THE APPRAISAL REVIEW BOARD AND NOT INCLUDED ON THE FINAL CERTIFIED APPRAISAL ROLL WITHIN FOR:

**CITY OF LAREDO**

FOR THE YEAR **2024**, AFTER BEING SUBMITTED TO AND APPROVED BY THE APPRAISAL REVIEW BOARD FOR THE FINAL TIME.

**TOTAL NET TAXABLE VALUE UNDER PROTEST AND NOT INCLUDED ON THE CERTIFIED APPRAISAL ROLL** **$ 452,055,885**

SIGNED THIS 22ND DAY OF JULY, 2024.

BOBBY PEREGOY
CHIEF APPRAISER

**WEBB COUNTY APPRAISAL DISTRICT**
**3302 CLARK BOULEVARD**
**LAREDO, TEXAS 78043-3346**
**PHONE: (956)718-4091 FAX: (956)718-4052**

# CERTIFICATE OF CERTAIN TAXABLE PROPERTIES NOT INCLUDED ON THE APPRAISAL ROLL

THE STATE OF TEXAS

COUNTY OF WEBB

I, THE UNDERSIGNED, THE DULY SELECTED CHIEF APPRAISER OF WEBB COUNTY APPRAISAL DISTRICT, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOLLOWING IS A TRUE AND CORRECT STATEMENT OF THE VALUATION FOR TAXABLE PROPERTY, PURSUANT TO SECTION 26.01 (D) OF THE TEXAS PROPERTY TAX CODE, REASONABLY LIKELY TO BE ADDED TO THE APPRAISAL ROLL AND TAXABLE BY THE TAXING UNIT BUT THAT WAS NOT INCLUDED ON THE FINAL CERTIFIED APPRAISAL ROLL WITHIN:

**CITY OF LAREDO**

FOR THE YEAR **2024**, BEFORE BEING SUBMITTED TO AND APPROVED BY THE APPRAISAL REVIEW BOARD FOR THE FINAL TIME.

**TOTAL NET TAXABLE VALUE OF CERTAIN TAXABLE PROPERTIES NOT INCLUDED ON THE CERTIFIED APPRAISAL ROLL** **$ 0**

SIGNED THIS 22ND DAY OF JULY, 2024.

BOBBY PEREGOY
CHIEF APPRAISER

**WEBB COUNTY APPRAISAL DISTRICT**
**3302 CLARK BOULEVARD**
**LAREDO, TEXAS 78043-3346**
**PHONE: (956)718-4091 FAX: (956)718-4052**

# CERTIFICATE OF CERTAIN RENDITION RELATED PENALTIES

THE STATE OF TEXAS

COUNTY OF WEBB

I, THE UNDERSIGNED, THE DULY SELECTED CHIEF APPRAISER OF WEBB COUNTY APPRAISAL DISTRICT, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOLLOWING IS A TRUE AND CORRECT STATEMENT FOR THE IMPOSITION OF A RENDITION RELATED PENALTY, PURSUANT TO H. B. 2491 AMENDING SEC. 22.28 OF THE TEXAS PROPERTY TAX CODE, WHICH ESTABLISHES THAT THE ASSESSOR SHALL ADD A 10% PENALTY OF THE TOTAL AMOUNT OF TAXES IMPOSED ON THE PROPERTY FOR THAT YEAR AND INCLUDE THE PENALTY IN THE TAX BILL (S) FOR:

**CITY OF LAREDO**

FOR THE YEAR **2024**, THE PENALTY IMPOSED AND APPROVED BY THE CHIEF APPRAISER FOR PROPERTY OWNERS WHO FAILED TO TIMELY FILE A RENDITION STATEMENT OR PROPERTY REPORT REQUIRED BY CHAPTER 22, TEXAS PROPERTY TAX CODE ARE ESTABLISHED ON THE LISTING INCLUDED IN THE EXPORT FILE.

SIGNED THIS 22ND DAY OF JULY, 2024.

BOBBY PEREGOY
CHIEF APPRAISER

# APPRAISAL TOTALS

7-22-2024

Type: Certification Totals
Year: 2024
As of Roll Correction: 0
Property Type List: All
Taxing Unit List: All
Taxing Unit Selection Type: All

Mineral Company:
Tag List:
Property List:

Custom Query:

# CITY OF LAREDO



| | NOT UNDER REVIEW | UNDER REVIEW | TOTAL |
|---|---|---|---|
| REAL PROPERTY & MFT HOMES | (Count) (88,033) | (Count) (944) | (Count) (88,977) |
| Land HS Value | 3,054,883,791 | 33,235,449 | 3,088,119,240 |
| Land NHS Value | 6,762,375,470 | 129,430,633 | 6,891,806,103 |
| Land Ag Market Value | 253,645,385 | 219,237 | 253,864,622 |
| Land Timber Market Value | 0 | 0 | 0 |
| Total Land Value | **10,070,904,646** | **162,885,319** | **10,233,789,965** |
| Improvement HS Value | 6,062,999,409 | 68,927,422 | 6,131,926,831 |
| Improvement NHS Value | 11,479,436,729 | 202,904,542 | 11,682,341,271 |
| Total Improvement | **17,542,436,138** | **271,831,964** | **17,814,268,102** |
| Market Value | **27,613,340,784** | **434,717,283** | **28,048,058,067** |
| BUSINESS PERSONAL PROPERTY | (9,130) | (77) | (9,207) |
| Market Value | **2,726,630,478** | **97,752,599** | **2,824,383,077** |
| OIL & GAS / MINERALS | (582) | (0) | (582) |
| Market Value | **6,592,810** | **0** | **6,592,810** |
| OTHER (Intangibles) | (0) | (0) | (0) |
| Market Value | **0** | **0** | **0** |
| | (Total Count) (97,745) | (Total Count) (1,021) | (Total Count) (98,766) |
| TOTAL MARKET | **30,346,564,072** | **532,469,882** | **30,879,033,954** |
| Ag Productivity | 1,151,945 | 6,248 | 1,158,193 |
| Ag Loss (-) | 252,493,440 | 212,989 | 252,706,429 |
| Timber Productivity | 0 | 0 | 0 |
| Timber Loss (-) | 0 | 0 | 0 |
| **APPRAISED VALUE** | **30,094,070,632** | **532,256,893** | **30,626,327,525** |
| | 98.3% | 1.8% | 100.0% |
| HS CAP Limitation Value (-) | 391,391,562 | 7,704,652 | 399,096,214 |
| CB CAP Limitation Value (-) | 373,741,023 | 69,811,140 | 443,552,163 |
| **NET APPRAISED VALUE** | **29,328,938,047** | **454,741,101** | **29,783,679,148** |
| Total Exemption Amount | 5,453,621,213 | 2,685,216 | 5,456,306,429 |
| NET TAXABLE | **23,875,316,834** | **452,055,885** | **24,327,372,719** |
| **TAX LIMIT/FREEZE ADJUSTMENT** | **1,538,993,656** | **10,734,674** | **1,549,728,330** |
| LIMIT ADJ TAXABLE (I&S) | **22,336,323,178** | **441,321,211** | **22,777,644,389** |
| **CHAPTER 313 ADJUSTMENT** | **0** | **0** | **0** |
| LIMIT ADJ TAXABLE (M&O) | **22,336,323,178** | **441,321,211** | **22,777,644,389** |

APPROX TOTAL LEVY = LIMIT ADJ TAXABLE * (TAX RATE / 100) + ACTUAL TAX

$127,334,905.11 = 22,777,644,389 * 0.533945 / 100) + $5,714,811.78

# CITY OF LAREDO

## Tax Limit Adjustment Breakdown

(Freeze)



## NOT UNDER REVIEW

| Limitation | Net Appr | Taxable | Act Tax | Ceiling | Count |
|---|---|---|---|---|---|
| DP | 104,036,936 | 81,530,696 | 345,403.28 | 371,908.1 | 788 |
| DPS | 5,278,401 | 4,995,201 | 16,911.01 | 17,771.74 | 38 |
| OV65 | 1,596,456,888 | 1,303,721,652 | 4,849,559.55 | 4,959,858.3 | 9,063 |
| OV65S | 193,988,324 | 148,746,107 | 456,126.23 | 480,537.99 | 1,181 |
| Total | 1,899,760,549 | 1,538,993,656 | 5,668,000.07 | 5,830,076.13 | 11,070 |

**Tax Rate:** 0.533945

## UNDER REVIEW

| Limitation | Net Appr | Taxable | Act Tax | Ceiling | Count |
|---|---|---|---|---|---|
| DP | 411,748 | 321,748 | 1,714.16 | 1,847.98 | 3 |
| OV65 | 10,175,577 | 9,124,179 | 39,670.6 | 39,891.88 | 38 |
| OV65S | 1,390,747 | 1,288,747 | 5,426.95 | 5,426.95 | 3 |
| Total | 11,978,072 | 10,734,674 | 46,811.71 | 47,166.81 | 44 |

**Tax Rate:** 0.533945

## TOTAL

| Limitation | Net Appr | Taxable | Act Tax | Ceiling | Count |
|---|---|---|---|---|---|
| DP | 104,448,684 | 81,852,444 | 347,117.44 | 373,756.08 | 791 |
| DPS | 5,278,401 | 4,995,201 | 16,911.01 | 17,771.74 | 38 |
| OV65 | 1,606,632,465 | 1,312,845,831 | 4,889,230.15 | 4,999,750.18 | 9,101 |
| OV65S | 195,379,071 | 150,034,854 | 461,553.18 | 485,964.94 | 1,184 |
| Total | 1,911,738,621 | 1,549,728,330 | 5,714,811.78 | 5,877,242.94 | 11,114 |

**Tax Rate:** 0.533945

| EXEMPTIONS | NOT UNDER REVIEW | | UNDER REVIEW | | TOTAL | |
|---|---|---|---|---|---|---|
| Exemption | Total | Count | Total | Count | Total | Count |
| **Homestead Exemptions** | | | | | | |
| OV65-Local | 315,048,449 | 11,532 | 1,679,386 | 61 | 316,727,835 | 11,593 |
| OV65-State | 0 | 0 | 0 | 0 | 0 | 0 |
| OV65-Prorated | 21,885 | 1 | 0 | 0 | 21,885 | 1 |
| OV65S-Local | 33,704,100 | 1,239 | 90,000 | 3 | 33,794,100 | 1,242 |
| OV65S-State | 0 | 0 | 0 | 0 | 0 | 0 |
| OV65S-Prorated | 0 | 0 | 0 | 0 | 0 | 0 |
| DP-Local | 26,720,846 | 1,025 | 120,000 | 4 | 26,840,846 | 1,029 |
| DP-State | 0 | 0 | 0 | 0 | 0 | 0 |
| DP-Prorated | 0 | 0 | 0 | 0 | 0 | 0 |
| DPS-Local | 0 | 0 | 0 | 0 | 0 | 0 |
| DPS-State | 0 | 0 | 0 | 0 | 0 | 0 |
| DPS-Prorated | 0 | 0 | 0 | 0 | 0 | 0 |
| DVHS | 177,061,720 | 647 | 0 | 0 | 177,061,720 | 647 |
| DVHS-Prorated | 6,060,601 | 36 | 0 | 0 | 6,060,601 | 36 |
| DVHSS | 22,437,758 | 108 | 0 | 0 | 22,437,758 | 108 |
| DVHSS-Prorated | 66,188 | 2 | 0 | 0 | 66,188 | 2 |
| DVHSSA | 254,314 | 3 | 0 | 0 | 254,314 | 3 |
| FRSS | 302,912 | 1 | 0 | 0 | 302,912 | 1 |
| **Subtotal for Homestead Exemptions** | **581,678,773** | **14,594** | **1,889,386** | **68** | **583,568,159** | **14,662** |
| **Disabled Veterans Exemptions** | | | | | | |
| DV1 | 1,831,683 | 203 | 5,000 | 1 | 1,836,683 | 204 |
| DV1S | 115,000 | 25 | 0 | 0 | 115,000 | 25 |
| DV2 | 1,380,530 | 146 | 12,000 | 1 | 1,392,530 | 147 |
| DV2S | 75,000 | 11 | 0 | 0 | 75,000 | 11 |
| DV3 | 2,111,079 | 202 | 0 | 0 | 2,111,079 | 202 |
| DV3S | 220,000 | 22 | 0 | 0 | 220,000 | 22 |
| DV4 | 5,851,368 | 981 | 12,000 | 1 | 5,863,368 | 982 |
| DV4S | 457,218 | 122 | 12,000 | 1 | 469,218 | 123 |
| **Subtotal for Disabled Veterans Exemptions** | **12,041,878** | **1,712** | **41,000** | **4** | **12,082,878** | **1,716** |
| **Special Exemptions** | | | | | | |
| AB | 14,976,042 | 35 | 292,724 | 1 | 15,268,766 | 36 |
| FR | 439,339,399 | 146 | 7,582 | 2 | 439,346,981 | 148 |
| GIT | 18,906,435 | 4 | 28,443 | 1 | 18,934,878 | 5 |
| LIH | 6,400,000 | 1 | 0 | 0 | 6,400,000 | 1 |
| MASSS | 369,008 | 1 | 0 | 0 | 369,008 | 1 |
| PC | 6,247,650 | 3 | 0 | 0 | 6,247,650 | 3 |
| SO | 363,970 | 1 | 0 | 0 | 363,970 | 1 |
| **Subtotal for Special Exemptions** | **486,602,504** | **191** | **328,749** | **4** | **486,931,253** | **195** |

| EXEMPTIONS | NOT UNDER REVIEW | | UNDER REVIEW | | TOTAL | |
|---|---|---|---|---|---|---|
| Exemption | Total | Count | Total | Count | Total | Count |
| **Absolute Exemptions** | | | | | | |
| Exempt UD | 258,520 | 16 | 0 | 0 | 258,520 | 16 |
| EX-XA | 131,564,126 | 64 | 0 | 0 | 131,564,126 | 64 |
| EX-XA-PRORATED | 0 | 0 | 0 | 0 | 0 | 0 |
| EX-XD | 509,670 | 8 | 0 | 0 | 509,670 | 8 |
| EX-XD-PRORATED | 0 | 0 | 0 | 0 | 0 | 0 |
| EX-XG | 6,567,878 | 9 | 0 | 0 | 6,567,878 | 9 |
| EX-XG-PRORATED | 0 | 0 | 0 | 0 | 0 | 0 |
| EX-XI | 3,913,668 | 3 | 0 | 0 | 3,913,668 | 3 |
| EX-XI-PRORATED | 0 | 0 | 0 | 0 | 0 | 0 |
| EX-XJ | 54,563,792 | 11 | 0 | 0 | 54,563,792 | 11 |
| EX-XJ-PRORATED | 0 | 0 | 0 | 0 | 0 | 0 |
| EX-XL | 595,495 | 5 | 0 | 0 | 595,495 | 5 |
| EX-XL-PRORATED | 0 | 0 | 0 | 0 | 0 | 0 |
| EX-XO | 43,900 | 1 | 0 | 0 | 43,900 | 1 |
| EX-XO-PRORATED | 0 | 0 | 0 | 0 | 0 | 0 |
| EX-XU | 929,985 | 2 | 0 | 0 | 929,985 | 2 |
| EX-XU-PRORATED | 0 | 0 | 0 | 0 | 0 | 0 |
| EX-XV | 4,171,638,649 | 2,880 | 423,031 | 1 | 4,172,061,680 | 2,881 |
| EX-XV-PRORATED | 898,260 | 13 | 0 | 0 | 898,260 | 13 |
| EX366 | 1,814,115 | 1,508 | 3,050 | 3 | 1,817,165 | 1,511 |
| **Subtotal for Absolute Exemptions** | **4,373,298,058** | **4,520** | **426,081** | **4** | **4,373,724,139** | **4,524** |
| **Total:** | **5,453,621,213** | **21,017** | **2,685,216** | **80** | **5,456,306,429** | **21,097** |

## New Value

Total New Market Value: $597,503,010

Total New Taxable Value: $539,973,542

## Exemption Loss

### New Absolute Exemptions

| Exemption | Description | Count | Last Year Market Value |
|---|---|---|---|
| EX-XD | Improving Housing - Volunteer Labor | 6 | 35,305 |
| EX-XV | Other Exemptions - Public Property, Religious | 31 | 742,396 |
| Absolute Exemption Value Loss: | | **37** | **777,701** |

### New Partial Exemptions

| Exemption | Description | Count | Partial Exemption Amt |
|---|---|---|---|
| AB | Abatement | 4 | 1,009,245 |
| DP | Disability | 18 | 384,645 |
| DV1 | Disabled Veterans 10% - 29% | 18 | 118,000 |
| DV1S | Disabled Veterans Surviving Spouse 10% - 29% | 2 | 5,000 |
| DV2 | Disabled Veterans 30% - 49% | 23 | 183,000 |
| DV3 | Disabled Veterans 50% - 69% | 32 | 332,000 |
| DV3S | Disabled Veterans Surviving Spouse 50% - 69% | 1 | 10,000 |
| DV4 | Disabled Veterans 70% - 100% | 140 | 1,146,000 |
| DV4S | Disabled Veterans Surviving Spouse 70% - 100% | 8 | 36,000 |
| DVHS | Disabled Veteran Homestead | 46 | 11,144,541 |
| DVHSS | Disabled Veteran Homestead Surviving Spouse | 6 | 1,774,755 |
| FR | Freeport | 147 | 439,346,981 |
| GIT | GOODS IN TRANSIT | 5 | 18,934,878 |
| OV65 | Over 65 | 520 | 12,851,830 |
| OV65S | Over 65 Surviving Spouse | 38 | 954,741 |
| Partial Exemption Value Loss: | | **1,008** | **488,231,616** |
| Total NEW Exemption Value | | | **489,009,317** |

### Increased Exemptions

| Exemption | Description | Count | Increased Exemption Amt |
|---|---|---|---|
| Increased Exemption Value Loss: | | **0** | **0** |
| Total Exemption Value Loss: | | | **489,009,317** |

## Average Homestead Value

| Category | Count of HS | Average Market | Average Exemption | Average Taxable |
|---|---|---|---|---|
| A Only | 40,789 | 224,333 | 4,467 | 205,905 |
| A & E | 40,817 | 224,265 | 4,468 | 205,827 |

## Property Under Review - Lower Value Used

| Count | Market Value | Lower Market Value | Estimated Lower Taxable Value |
|---|---|---|---|
| 1,021 | 532,469,882 | 353,541,065 | 307,940,470 |

# CITY OF LAREDO

## State Category Breakdown



### Not Under Review

| Code | Description | Count | Acres | New Value | Market Value | Taxable Value |
|---|---|---|---|---|---|---|
| A | Single-family Residential | 67,985 | | 231,166,580 | 13,372,445,350 | 12,334,960,892 |
| B | Multifamily Residential | 1,289 | | 18,081,248 | 1,027,218,780 | 1,004,045,685 |
| C1 | Vacant Lots and Tracts | 4,462 | | 0 | 831,875,172 | 770,703,997 |
| D1 | Qualified Open-Space Land | 423 | 28,360.77 | 0 | 253,645,385 | 1,127,548 |
| D2 | Farm or Ranch Improvements on Qualified | 42 | | 3,399 | 458,017 | 451,627 |
| E | Rural Land,Not Qualified for Open-Space Land | 606 | | 36,823 | 261,264,999 | 228,669,937 |
| F1 | Commercial Real Property | 5,805 | | 243,716,519 | 7,235,485,646 | 7,047,394,749 |
| F2 | Industrial Real Property | 16 | | 0 | 21,084,427 | 20,283,276 |
| G1 | Oil and Gas | 472 | | 0 | 5,060,330 | 4,994,922 |
| H2 | Tangible Personal Property: Goods in Transit | 3 | | 0 | 15,493,355 | 31,046 |
| J2 | Gas Distribution Systems | 9 | | 0 | 30,044,639 | 29,966,348 |
| J3 | Electric Companies (including Co-ops) | 25 | | 3,296 | 271,862,423 | 263,658,197 |
| J4 | Telephone Companies (including Co-ops) | 37 | | 0 | 31,916,907 | 31,907,620 |
| J5 | Railroads | 210 | | 30,916 | 71,158,752 | 69,934,831 |
| J6 | Pipelines | 6 | | 0 | 1,341,940 | 1,341,940 |
| J7 | Cable Companies | 22 | | 0 | 19,611,762 | 19,611,762 |
| J8 | Other Type of Utility | 8 | | 0 | 2,318,990 | 2,318,990 |
| L1 | Commercial Personal Property | 7,110 | | 0 | 2,194,927,832 | 1,751,777,737 |
| L2 | Industrial and Manufacturing Personal Property | 78 | | 0 | 61,706,700 | 61,706,700 |
| M1 | Mobile Homes | 4,309 | | 3,589,443 | 62,093,753 | 60,440,182 |
| O | Residential Inventory | 1,155 | | 41,834,900 | 109,718,986 | 105,420,551 |
| S | Special Inventory | 269 | | 0 | 64,568,297 | 64,568,297 |
| XA | Public Property for Housing Indigent Persons | 65 | | 0 | 134,310,607 | 0 |
| XB | Income Producing Tangible Personal | 1,407 | | 0 | 1,805,749 | 0 |
| XC | Mineral Interest Valued Under $500(§11.146) | 104 | | 0 | 8,370 | 0 |
| XD | Improving Property for Housing with Volunteer | 8 | | 81,444 | 510,936 | 0 |
| XG | Primarily Performing Charitable Functions (§11. | 9 | | 0 | 6,725,553 | 0 |
| XI | Youth Spiritual, Mental and Physical | 3 | | 0 | 3,913,668 | 0 |
| XJ | Private Schools (§11.21) | 11 | | 0 | 54,794,437 | 0 |
| XL | Organizations Providing Economic | 5 | | 0 | 595,495 | 0 |
| XO | Motor Vehicles for Income Production and | 1 | | 0 | 43,900 | 0 |
| XU | MiscellaneousExemptions (§11.23) | 2 | | 0 | 929,985 | 0 |
| XV | Other Totally Exempt Properties (including | 2,913 | | 51,558,432 | 4,197,622,930 | 0 |
| | | **Totals:** | 28,360.77 | 590,103,000 | 30,346,564,072 | 23,875,316,834 |

# CITY OF LAREDO

## State Category Breakdown



Under Review

| Code | Description | Count | Acres | New Value | Market Value | Taxable Value |
|---|---|---|---|---|---|---|
| A | Single-family Residential | 651 | | 3,834,921 | 165,228,375 | 153,363,916 |
| B | Multifamily Residential | 27 | | 865 | 11,688,463 | 11,009,466 |
| C1 | Vacant Lots and Tracts | 50 | | 0 | 24,786,598 | 17,013,696 |
| D1 | Qualified Open-Space Land | 1 | 109.62 | 0 | 219,237 | 6,248 |
| E | Rural Land,Not Qualified for Open-Space Land | 10 | | 89,030 | 5,372,714 | 3,539,753 |
| F1 | Commercial Real Property | 207 | | 3,474,889 | 226,736,287 | 169,147,796 |
| H2 | Tangible Personal Property: Goods in Transit | 1 | | 0 | 28,443 | 0 |
| L1 | Commercial Personal Property | 72 | | 0 | 97,702,492 | 97,694,910 |
| M1 | Mobile Homes | 7 | | 305 | 42,889 | 41,797 |
| O | Residential Inventory | 1 | | 0 | 219,689 | 219,689 |
| S | Special Inventory | 1 | | 0 | 18,614 | 18,614 |
| XB | Income Producing Tangible Personal | 3 | | 0 | 3,050 | 0 |
| XV | Other Totally Exempt Properties (including | 1 | | 0 | 423,031 | 0 |
| | | **Totals:** | 109.62 | 7,400,010 | 532,469,882 | 452,055,885 |

# CITY OF LAREDO

## State Category Breakdown



### Grand Totals

| Code | Description | Count | Acres | New Value | Market Value | Taxable Value |
|---|---|---|---|---|---|---|
| A | Single-family Residential | 68,636 | | 235,001,501 | 13,537,673,725 | 12,488,324,808 |
| B | Multifamily Residential | 1,316 | | 18,082,113 | 1,038,907,243 | 1,015,055,151 |
| C1 | Vacant Lots and Tracts | 4,512 | | 0 | 856,661,770 | 787,717,693 |
| D1 | Qualified Open-Space Land | 424 | 28,470.39 | 0 | 253,864,622 | 1,133,796 |
| D2 | Farm or Ranch Improvements on Qualified | 42 | | 3,399 | 458,017 | 451,627 |
| E | Rural Land,Not Qualified for Open-Space Land | 616 | | 125,853 | 266,637,713 | 232,209,690 |
| F1 | Commercial Real Property | 6,012 | | 247,191,408 | 7,462,221,933 | 7,216,542,545 |
| F2 | Industrial Real Property | 16 | | 0 | 21,084,427 | 20,283,276 |
| G1 | Oil and Gas | 472 | | 0 | 5,060,330 | 4,994,922 |
| H2 | Tangible Personal Property: Goods in Transit | 4 | | 0 | 15,521,798 | 31,046 |
| J2 | Gas Distribution Systems | 9 | | 0 | 30,044,639 | 29,966,348 |
| J3 | Electric Companies (including Co-ops) | 25 | | 3,296 | 271,862,423 | 263,658,197 |
| J4 | Telephone Companies (including Co-ops) | 37 | | 0 | 31,916,907 | 31,907,620 |
| J5 | Railroads | 210 | | 30,916 | 71,158,752 | 69,934,831 |
| J6 | Pipelines | 6 | | 0 | 1,341,940 | 1,341,940 |
| J7 | Cable Companies | 22 | | 0 | 19,611,762 | 19,611,762 |
| J8 | Other Type of Utility | 8 | | 0 | 2,318,990 | 2,318,990 |
| L1 | Commercial Personal Property | 7,182 | | 0 | 2,292,630,324 | 1,849,472,647 |
| L2 | Industrial and Manufacturing Personal Property | 78 | | 0 | 61,706,700 | 61,706,700 |
| M1 | Mobile Homes | 4,316 | | 3,589,748 | 62,136,642 | 60,481,979 |
| O | Residential Inventory | 1,156 | | 41,834,900 | 109,938,675 | 105,640,240 |
| S | Special Inventory | 270 | | 0 | 64,586,911 | 64,586,911 |
| XA | Public Property for Housing Indigent Persons | 65 | | 0 | 134,310,607 | 0 |
| XB | Income Producing Tangible Personal | 1,410 | | 0 | 1,808,799 | 0 |
| XC | Mineral Interest Valued Under $500(§11.146) | 104 | | 0 | 8,370 | 0 |
| XD | Improving Property for Housing with Volunteer | 8 | | 81,444 | 510,936 | 0 |
| XG | Primarily Performing Charitable Functions (§11. | 9 | | 0 | 6,725,553 | 0 |
| XI | Youth Spiritual, Mental and Physical | 3 | | 0 | 3,913,668 | 0 |
| XJ | Private Schools (§11.21) | 11 | | 0 | 54,794,437 | 0 |
| XL | Organizations Providing Economic | 5 | | 0 | 595,495 | 0 |
| XO | Motor Vehicles for Income Production and | 1 | | 0 | 43,900 | 0 |
| XU | MiscellaneousExemptions (§11.23) | 2 | | 0 | 929,985 | 0 |
| XV | Other Totally Exempt Properties (including | 2,914 | | 51,558,432 | 4,198,045,961 | 0 |
| | | **Totals:** | 28,470.39 | 597,503,010 | 30,879,033,954 | 24,327,372,719 |

# CITY OF LAREDO

## Top Taxpayers



| Rank | Owner ID | Taxpayer Name | Market Value | Taxable Value |
|---|---|---|---|---|
| 1 | 10210454 | AEP Texas, Inc. | $211,263,430 | $211,263,430 |
| 2 | 10028860 | FARIAS DEVELOPMENT LTD | $133,363,633 | $127,805,590 |
| 3 | 10036208 | LAREDO TEXAS HOSPITAL CO LP | $113,338,577 | $112,499,820 |
| 4 | 10183463 | LAREDO PORTFOLIO LLC | $84,550,000 | $84,550,000 |
| 5 | 10036107 | KILLAM DEVELOPMENT LTD | $87,040,561 | $83,845,461 |
| 6 | 10084393 | MALL DEL NORTE LLC | $83,359,529 | $83,359,529 |
| 7 | 10005025 | LAREDO REGIONAL MEDICAL CTR LP | $60,000,000 | $60,000,000 |
| 8 | 10156443 | MISSION PRODUCE INC | $58,500,000 | $58,500,000 |
| 9 | 10088579 | THE GEO GROUP INC | $60,843,439 | $58,469,574 |
| 10 | 10156873 | KILLAM DEVELOPMENT LTD | $47,257,546 | $47,194,859 |
| 11 | 85428 | UNITED STATES COLD STORAGE LP | $45,184,917 | $45,184,917 |
| 12 | 10068281 | PENSKE TRUCK LEASING CO LP | $40,290,626 | $40,290,626 |
| 13 | 10051760 | WRI TRAUTMANN LP | $40,646,108 | $39,919,604 |
| 14 | 10211114 | HPI LAREDO LLC | $39,389,398 | $39,389,398 |
| 15 | 10165385 | LAREDO OUTLET SHOPPES LLC | $39,763,311 | $39,158,868 |
| 16 | 10206609 | KHALEDI HOLDINGS LLC | $37,860,000 | $37,860,000 |
| 17 | 10201374 | AEP Electric Transmission of Texas LLC | $36,076,580 | $36,076,580 |
| 18 | 10208566 | ET LAREDO LLC | $35,508,446 | $35,508,446 |
| 19 | 10210453 | Union Pacific Railroad Company | $35,488,510 | $35,488,510 |
| 20 | 10020645 | SHILOH TEXAS PROPERTIES LTD | $34,870,257 | $34,870,257 |
| | | **Total** | $1,324,594,868 | $1,311,235,469 |

## 2024 EFFECTIVE TAX RATE WORKSHEET
## CERTIFICATION TOTALS 07/22/2024

**JURISDICTION:**
**CITY OF LAREDO**

5. 2023 Taxable value lost because court appeals of ARB Decisions reduced 2023 appraised value.

| A. Original 2022 Value: | B. Adjusted Value: | |
|---|---|---|
| $206,623,289 | $181,176,393 | $25,446,896 |

6. 2023 Taxable value subject to an appeal under Chapter 42, as of July 25.

| | | | |
|---|---|---|---|
| a. 2023 ARB Certified Value | | $372,409,212 | |
| b. 2023 Disputed Value | (minus) - | $45,620,198 | |
| c. 2023 Undisputed Value | | $326,789,014 | $326,789,014 |

9. 2023 Taxable value of property in territory the unit de-annexed after January 1, 2024. $0

10. 2023 Taxable value lost because property first qualified for an exemption in 2024.

| A. Absolute Exempt: | B. Partial Exempt: | |
|---|---|---|
| $777,701 | $488,231,616 | $489,009,317 |

11. 2023 Taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber or restricted timber appraisal, recreational/scenic appraisal, or public access airport special appraisal in 2024.

| A. 2023 Market: | B. -2024 Ag: | |
|---|---|---|
| $0 | $0 | $0 |

18. Total 2024 Taxable values on the 2024 CERTIFIED appraisal roll today.

A. CERTIFIED values only: $23,875,316,834

B. Counties: Include railroad rolling stock value certified by Comptroller + $0

C. Pollution control exemption and energy storage system exemption: Deduct value of property exempted for the current tax year for the first time as pollution control or energy storage system property.

(minus) - $6,247,650 $23,869,069,184

D. Tax increment financing: Deduct the 2024 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2024 taxes will be deposited into the tax increment fund. Do not include any new property that will be included in line 23 below.

- (Complete by Taxing Representative) $23,869,069,184

19. Total 2024 Taxable value of properties under protest not included on CERTIFIED appraisal roll.

A. 2024 Taxable value of properties under protest: $452,055,885

B. 2024 value of properties NOT under protest or included on CERTIFIED appraisal roll $0 $452,055,885

20. 2024 tax ceilings. Counties, cities and junior colleges:

Enter 2024 Total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If you taxing units adopted the tax ceiling provision in 2023 or a prior year for homeowners age 65 or older or disabled, use this step. $1,538,993,656 $1,538,993,656

22. Total 2024 taxable value of properties in territory annexed after January 1, 2023. $33,856,814

23. Total 2024 taxable value of new improvements and new personal property located in new improvements. $539,973,542

***The worksheet provided above is to facilitate the completion of the Truth and Taxation tax rate calculation. Please proceed with caution by comparing and validating the total values with the Certified Total Reports that are provided herein. WCAD is not liable or responsible for any error or miscalculation from utilize the aforementioned data.*

# 2024 Tax Rate Calculation Worksheet
## Taxing Units Other Than School Districts or Water Districts

Form 50-856

| City of Laredo | 956-727-6403 |
|---|---|
| Taxing Unit Name | Phone *(area code and number)* |
| 1102 Bob Bullock Loop, Laredo, Texas 78043 | www.cityoflaredo.com |
| Taxing Unit's Address, City, State, ZIP Code | Taxing Unit's Website Address |

**GENERAL INFORMATION:** Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements.*

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet.*

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

## SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

| Line | No-New-Revenue Tax Rate Worksheet | Amount/Rate |
|---|---|---|
| 1. | **Prior year total taxable value.** Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17).[1] | $ 20,824,345,727 |
| 2. | **Prior year tax ceilings.** Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step.[2] | $ 1,387,375,952 |
| 3. | **Preliminary prior year adjusted taxable value.** Subtract Line 2 from Line 1. | $ 19,436,969,775 |
| 4. | **Prior year total adopted tax rate.** | $ 0.533945 /$100 |
| 5. | **Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.** | |
| | A. **Original prior year ARB values:** | $ 206,623,289 |
| | B. **Prior year values resulting from final court decisions:** | - $ 181,176,393 |
| | C. **Prior year value loss.** Subtract B from A.[3] | $ 25,446,896 |
| 6. | **Prior year taxable value subject to an appeal under Chapter 42, as of July 25.** | |
| | A. **Prior year ARB certified value:** | $ 372,409,212 |
| | B. **Prior year disputed value:** | - $ 45,620,198 |
| | C. **Prior year undisputed value.** Subtract B from A.[4] | $ 326,789,014 |
| 7. | **Prior year Chapter 42 related adjusted values.** Add Line 5C and Line 6C. | $ 352,235,910 |

[1] Tex. Tax Code §26.012(14)
[2] Tex. Tax Code §26.012(14)
[3] Tex. Tax Code §26.012(13)
[4] Tex. Tax Code §26.012(13)

| Line | No-New-Revenue Tax Rate Worksheet | Amount/Rate |
|---|---|---|
| 8. | **Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Add Line 3 and Line 7. | $ 19,789,205,685 |
| 9. | **Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1, 2024.** Enter the prior year value of property in deannexed territory. [5] | $ 0 |
| 10. | **Prior year taxable value lost because property first qualified for an exemption in the current year.** If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value.<br>**A. Absolute exemptions.** Use prior year market value: $ 777,701<br>**B. Partial exemptions.** Current year exemption amount or current year percentage exemption times prior year value: + $ 488,231,616<br>**C. Value loss.** Add A and B. [6] | $ 489,009,317 |
| 11. | **Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/ scenic appraisal or public access airport special appraisal in the current year.** Use only properties that qualified for the first time in the current year; do not use proper- ties that qualified in the prior year.<br>**A. Prior year market value:** $ 0<br>**B. Current year productivity or special appraised value:** - $ 0<br>**C. Value loss.** Subtract B from A. [7] | $ 0 |
| 12. | **Total adjustments for lost value.** Add Lines 9, 10C and 11C. | $ 489,009,317 |
| 13. | **Prior year captured value of property in a TIF.** Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. [8] If the taxing unit has no captured appraised value in line 18D, enter 0. | $ 58,126,030 |
| 14. | **Prior year total value.** Subtract Line 12 and Line 13 from Line 8. | $ 19,242,070,338 |
| 15. | **Adjusted prior year total levy.** Multiply Line 4 by Line 14 and divide by $100. | $ 102,742,072 |
| 16. | **Taxes refunded for years preceding the prior tax year.** Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. [9] | $ 180,956 |
| 17. | **Adjusted prior year levy with refunds and TIF adjustment.** Add Lines 15 and 16. [10] | $ 102,923,028 |
| 18. | **Total current year taxable value on the current year certified appraisal roll today.** This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. [11]<br>**A. Certified values:** $ 23,875,316,834<br>**B. Counties:** Include railroad rolling stock values certified by the Comptroller's office: + $<br>**C. Pollution control and energy storage system exemption:** Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - $ 6,247,650<br>**D. Tax increment financing:** Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. [12] - $ 50,434,296<br>**E. Total current year value.** Add A and B, then subtract C and D. | $ 23,818,634,888 |

[5] Tex. Tax Code §26.012(15)
[6] Tex. Tax Code §26.012(15)
[7] Tex. Tax Code §26.012(15)
[8] Tex. Tax Code §26.03(c)
[9] Tex. Tax Code §26.012(13)
[10] Tex. Tax Code §26.012(13)
[11] Tex. Tax Code §26.012, 26.04(c-2)
[12] Tex. Tax Code §26.03(c)

| Line | No-New-Revenue Tax Rate Worksheet | Amount/Rate |
|---|---|---|
| 19. | **Total value of properties under protest or not included on certified appraisal roll.** [13] | |
| | **A. Current year taxable value of properties under protest.** The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. [14] ..... $ 452,055,885 | |
| | **B. Current year value of properties not under protest or included on certified appraisal roll.** The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. [15] ..... + $ 0 | |
| | **C. Total value under protest or not certified.** Add A and B. | $ 452,055,885 |
| 20. | **Current year tax ceilings.** Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the home- steads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step.[16] | $ 1,538,993,656 |
| 21. | **Current year total taxable value.** Add Lines 18E and 19C. Subtract Line 20. [17] | $ 22,731,697,117 |
| 22. | **Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year.** Include both real and personal property. Enter the current year value of property in territory annexed. [18] | $ 33,856,814 |
| 23. | **Total current year taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for the current year. [19] | $ 539,973,542 |
| 24. | **Total adjustments to the current year taxable value.** Add Lines 22 and 23. | $ 573,830,356 |
| 25. | **Adjusted current year taxable value.** Subtract Line 24 from Line 21. | $ 22,157,866,761 |
| 26. | **Current year NNR tax rate.** Divide Line 17 by Line 25 and multiply by $100. [20] | $ 0.464498 /$100 |
| 27. | **COUNTIES ONLY.** Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. [21] | $ /$100 |

## SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

| Line | Voter-Approval Tax Rate Worksheet | Amount/Rate |
|---|---|---|
| 28. | **Prior year M&O tax rate.** Enter the prior year M&O tax rate. | $ 0.419072 /$100 |
| 29. | **Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Enter the amount in Line 8 of the *No-New-Revenue Tax Rate Worksheet.* | $ 19,789,205,685 |

[13] Tex. Tax Code §26.01(c) and (d)
[14] Tex. Tax Code §26.01(c)
[15] Tex. Tax Code §26.01(d)
[16] Tex. Tax Code §26.012(6)(B)
[17] Tex. Tax Code §26.012(6)
[18] Tex. Tax Code §26.012(17)
[19] Tex. Tax Code §26.012(17)
[20] Tex. Tax Code §26.04(c)
[21] Tex. Tax Code §26.04(d)

| Line | Voter-Approval Tax Rate Worksheet | Amount/Rate |
|---|---|---|
| 30. | **Total prior year M&O levy.** Multiply Line 28 by Line 29 and divide by $100 | $ 82,931,020 |
| 31. | **Adjusted prior year levy for calculating NNR M&O rate.** | |
| | **A. M&O taxes refunded for years preceding the prior tax year.** Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2023. This line applies only to tax years preceding the prior tax year. + $ 142,076 | |
| | **B. Prior year taxes in TIF.** Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0. – $ 308,989 | |
| | **C. Prior year transferred function.** If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- $ 0 | |
| | **D. Prior year M&O levy adjustments.** Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. $ -166,913 | |
| | **E.** Add Line 30 to 31D. | $ 82,764,107 |
| 32. | **Adjusted current year taxable value.** Enter the amount in Line 25 of the *No-New-Revenue Tax Rate Worksheet.* | $ 22,157,866,761 |
| 33. | **Current year NNR M&O rate (unadjusted).** Divide Line 31E by Line 32 and multiply by $100. | $ 0.373520 /$100 |
| 34. | **Rate adjustment for state criminal justice mandate.** [23] | |
| | **A. Current year state criminal justice mandate.** Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. $ 0 | |
| | **B. Prior year state criminal justice mandate.** Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. – $ 0 | |
| | **C.** Subtract B from A and divide by Line 32 and multiply by $100. $ 0.000000 /$100 | |
| | **D.** Enter the rate calculated in C. If not applicable, enter 0. | $ /$100 |
| 35. | **Rate adjustment for indigent health care expenditures.** [24] | |
| | **A. Current year indigent health care expenditures.** Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose. $ 0 | |
| | **B. Prior year indigent health care expenditures.** Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose. – $ 0 | |
| | **C.** Subtract B from A and divide by Line 32 and multiply by $100. $ 0.000000 /$100 | |
| | **D.** Enter the rate calculated in C. If not applicable, enter 0. | $ 0.000000 /$100 |

[22] [Reserved for expansion]
[23] Tex. Tax Code §26.044
[24] Tex. Tax Code §26.0441

| Line | Voter-Approval Tax Rate Worksheet | Amount/Rate |
|---|---|---|
| 36. | **Rate adjustment for county indigent defense compensation.** [25]<br>**A.** **Current year indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30,of the current tax year, less any state grants received by the county for the same purpose..... $ 0<br>**B.** **Prior year indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose..... $ 0<br>**C.** Subtract B from A and divide by Line 32 and multiply by $100..... $ 0.000000 /$100<br>**D.** Multiply B by 0.05 and divide by Line 32 and multiply by $100..... $ 0.000000 /$100<br>**E.** Enter the lesser of C and D. If not applicable, enter 0. | $ 0.000000 /$100 |
| 37. | **Rate adjustment for county hospital expenditures.** [26]<br>**A.** **Current year eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year..... $ 0<br>**B.** **Prior year eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023..... $ 0<br>**C.** Subtract B from A and divide by Line 32 and multiply by $100..... $ 0.000000 /$100<br>**D.** Multiply B by 0.08 and divide by Line 32 and multiply by $100..... $ 0.000000 /$100<br>**E.** Enter the lesser of C and D, if applicable. If not applicable, enter 0. | $ 0.000000 /$100 |
| 38. | **Rate adjustment for defunding municipality.** This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information.<br>**A.** **Amount appropriated for public safety in the prior year.** Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year..... $ 0<br>**B.** **Expenditures for public safety in the prior year.** Enter the amount of money spent by the municipality for public safety during the preceding fiscal year..... $ 0<br>**C.** Subtract B from A and divide by Line 32 and multiply by $100..... $ 0.000000 /$100<br>**D.** Enter the rate calculated in C. If not applicable, enter 0. | $ 0.000000 /$100 |
| 39. | **Adjusted current year NNR M&O rate.** Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D. | $ 0.373520 /$100 |
| 40. | **Adjustment for prior year sales tax specifically to reduce property taxes.** Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero.<br>**A.** Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent..... $ 0<br>**B.** Divide Line 40A by Line 32 and multiply by $100..... $ 0.000000 /$100<br>**C.** Add Line 40B to Line 39. | $ 0.373520 /$100 |
| 41. | **Current year voter-approval M&O rate.** Enter the rate as calculated by the appropriate scenario below.<br>**Special Taxing Unit.** If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08.<br>**- or -**<br>**Other Taxing Unit.** If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035. | $ 0.386593 /$100 |

[25] Tex. Tax Code §26.0442
[26] Tex. Tax Code §26.0443

| Line | Voter-Approval Tax Rate Worksheet | Amount/Rate |
|---|---|---|
| D41. | ***Disaster Line 41 (D41):* Current year voter-approval M&O rate for taxing unit affected by disaster declaration.** If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of<br>1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or<br>2) the third tax year after the tax year in which the disaster occurred<br>If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08.[27] If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41). | $ 0.000000 /$100 |
| 42. | **Total current year debt to be paid with property taxes and additional sales tax revenue.** Debt means the interest and principal that will be paid on debts that:<br>**(1)** are paid by property taxes,<br>**(2)** are secured by property taxes,<br>**(3)** are scheduled for payment over a period longer than one year, and<br>**(4)** are not classified in the taxing unit's budget as M&O expenses.<br>**A. Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here.[28]<br>Enter debt amount $ 26,797,339<br>**B.** Subtract **unencumbered fund amount** used to reduce total debt. – $ 0<br>**C.** Subtract **certified amount spent from sales tax to reduce debt** (enter zero if none) – $ 0<br>**D.** Subtract **amount paid** from other resources – $ 0<br>**E. Adjusted debt.** Subtract B, C and D from A. | $ 26,797,339 |
| 43. | **Certified prior year excess debt collections.** Enter the amount certified by the collector.[29] | $ 1,371,103 |
| 44. | **Adjusted current year debt.** Subtract Line 43 from Line 42E. | $ 25,426,236 |
| 45. | **Current year anticipated collection rate.**<br>**A.** Enter the current year anticipated collection rate certified by the collector.[30] 101.01 %<br>**B.** Enter the prior year actual collection rate. 100.42 %<br>**C.** Enter the 2022 actual collection rate. 99.54 %<br>**D.** Enter the 2021 actual collection rate. 100.90 %<br>**E.** If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%.[31] | 101.01 % |
| 46. | **Current year debt adjusted for collections.** Divide Line 44 by Line 45E. | $ 25,171,998 |
| 47. | **Current year total taxable value.** Enter the amount on Line 21 of the *No-New-Revenue Tax Rate Worksheet.* | $ 22,731,697,117 |
| 48. | **Current year debt rate.** Divide Line 46 by Line 47 and multiply by $100. | $ 0.110735 /$100 |
| 49. | **Current year voter-approval tax rate.** Add Lines 41 and 48. | $ 0.497328 /$100 |
| D49. | ***Disaster Line 49 (D49):* Current year voter-approval tax rate for taxing unit affected by disaster declaration.** Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48. | $ 0.000000 /$100 |

[27] Tex. Tax Code §26.042(a)
[28] Tex. Tax Code §26.012(7)
[29] Tex. Tax Code §26.012(10) and 26.04(b)
[30] Tex. Tax Code §26.04(b)
[31] Tex. Tax Code §§26.04(h), (h-1) and (h-2)

| Line | Voter-Approval Tax Rate Worksheet | Amount/Rate |
|---|---|---|
| 50. | **COUNTIES ONLY.** Add together the voter-approval tax rates for each type of tax the county levies. The total is the current year county voter-approval tax rate. | $ 0.000000 /$100 |

## SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

| Line | Additional Sales and Use Tax Worksheet | Amount/Rate |
|---|---|---|
| 51. | **Taxable Sales.** For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. [32] Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage.<br>Taxing units that adopted the sales tax before November of the prior year, enter 0. | $ 0 |
| 52. | **Estimated sales tax revenue.** Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. [33]<br>**Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year.** Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. [34]<br>**- or -**<br>**Taxing units that adopted the sales tax before November of the prior year.** Enter the sales tax revenue for the previous four quarters. Do not multiply by .95. | $ 0 |
| 53. | **Current year total taxable value.** Enter the amount from Line 21 of the *No-New-Revenue Tax Rate Worksheet.* | $ 22,731,697,117 |
| 54. | **Sales tax adjustment rate.** Divide Line 52 by Line 53 and multiply by $100. | $ 0.000000 /$100 |
| 55. | **Current year NNR tax rate, unadjusted for sales tax.**[35] Enter the rate from Line 26 or 27, as applicable, on the *No-New-Revenue Tax Rate Worksheet.* | $ 0.464498 /$100 |
| 56. | **Current year NNR tax rate, adjusted for sales tax.**<br>**Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year.** Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November of the prior tax year. | $ 0.464498 /$100 |
| 57. | **Current year voter-approval tax rate, unadjusted for sales tax.**[36] Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the *Voter-Approval Tax Rate Worksheet.* | $ 0.497328 /$100 |
| 58. | **Current year voter-approval tax rate, adjusted for sales tax.** Subtract Line 54 from Line 57. | $ 0.497328 /$100 |

## SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

| Line | Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet | Amount/Rate |
|---|---|---|
| 59. | **Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ. [37] The taxing unit shall provide its tax assessor-collector with a copy of the letter. [38] | $ 0 |
| 60. | **Current year total taxable value.** Enter the amount from Line 21 of the *No-New-Revenue Tax Rate Worksheet.* | $ 22,731,697,117 |
| 61. | **Additional rate for pollution control.** Divide Line 59 by Line 60 and multiply by $100. | $ 0.000000 /$100 |

[32] Tex. Tax Code §26.041(d)
[33] Tex. Tax Code §26.041(i)
[34] Tex. Tax Code §26.041(d)
[35] Tex. Tax Code §26.04(c)
[36] Tex. Tax Code §26.04(c)
[37] Tex. Tax Code §26.045(d)
[38] Tex. Tax Code §26.045(i)

| Line | Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet | Amount/Rate |
|---|---|---|
| 62. | **Current year voter-approval tax rate, adjusted for pollution control.** Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax). | $ 0.497328 /$100 |

## SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value.[39] The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value.[40] In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the portion of the unused increment rate that was used must be backed out of the calculation for that year.

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042;[41]
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);[42] or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.[43]

Individual components can be negative, but the overall rate will be the greater of zero or the calculated rate.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.[44]

| Line | Unused Increment Rate Worksheet | Amount/Rate |
|---|---|---|
| 63. | **Year 3 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value** | |
| | A. Voter-approval tax rate (Line 67) | $ 0.534683 /$100 |
| | B. Unused increment rate (Line 66) | $ 0.000738 /$100 |
| | C. Subtract B from A | $ 0.533945 /$100 |
| | D. Adopted Tax Rate | $ 0.533945 /$100 |
| | E. Subtract D from C | $ 0.000000 /$100 |
| | F. 2023 Total Taxable Value (Line 60) | $ 19,840,552,761 |
| | G. Multiply E by F and divide the results by $100 | $ 0 |
| 64. | **Year 2 Foregone Revenue Amount. Subtract the 2022 unused increment rate and 2022 actual tax rate from the 2022 voter-approval tax rate. Multiply the result by the 2022 current total value** | |
| | A. Voter-approval tax rate (Line 67) | $ 0.570738 /$100 |
| | B. Unused increment rate (Line 66) | $ 0.020500 /$100 |
| | C. Subtract B from A | $ 0.550238 /$100 |
| | D. Adopted Tax Rate | $ 0.570000 /$100 |
| | E. Subtract D from C | $ -0.019762 /$100 |
| | F. 2022 Total Taxable Value (Line 60) | $ 17,567,719,299 |
| | G. Multiply E by F and divide the results by $100 | $ 0 |
| 65. | **Year 1 Foregone Revenue Amount. Subtract the 2021 unused increment rate and 2021 actual tax rate from the 2021 voter-approval tax rate. Multiply the result by the 2021 current total value** | |
| | A. Voter-approval tax rate (Line 67) | $ 0.630765 /$100 |
| | B. Unused increment rate (Line 66) | $ 0.000000 /$100 |
| | C. Subtract B from A | $ 0.630765 /$100 |
| | D. Adopted Tax Rate | $ 0.615370 /$100 |
| | E. Subtract D from C | $ 0.015395 /$100 |
| | F. 2021 Total Taxable Value (Line 60) | $ 15,202,648,445 |
| | G. Multiply E by F and divide the results by $100 | $ 2,340,447 |
| 66. | **Total Foregone Revenue Amount.** Add Lines 63G, 64G and 65G | $ 2,340,447 /$100 |
| 67. | **2024 Unused Increment Rate.** Divide Line 66 by Line 21 of the *No-New-Revenue Rate Worksheet*. Multiply the result by 100 | $ 0.010295 /$100 |
| 68. | **Total 2024 voter-approval tax rate, including the unused increment rate.** Add Line 67 to one of the following lines (as applicable): Line 49, Line 50 (counties), Line 58 (taxing units with additional sales tax) or Line 62 (taxing units with pollution) | $ 0.507623 /$100 |

[39] Tex. Tax Code §26.013(b)
[40] Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)
[41] Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a)
[42] Tex. Tax Code §§26.0501(a) and (c)
[43] Tex. Local Gov't Code §120.007(d)
[44] Tex. Local Gov't Code §120.007(d)

## SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise $500,000, and the current debt rate for a taxing unit. [44]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [45]

| Line | De Minimis Rate Worksheet | Amount/Rate |
|---|---|---|
| 69. | **Adjusted current year NNR M&O tax rate.** Enter the rate from Line 39 of the *Voter-Approval Tax Rate Worksheet.* | 0.373520 |
| 70. | **Current year total taxable value.** Enter the amount on Line 21 of the *No-New-Revenue Tax Rate Worksheet.* | $ 22,731,697,117 |
| 71. | **Rate necessary to impose $500,000 in taxes.** Divide $500,000 by Line 70 and multiply by $100. | $ 0.002199 /$100 |
| 72. | **Current year debt rate.** Enter the rate from Line 48 of the *Voter-Approval Tax Rate Worksheet.* | $ 0.110735 /$100 |
| 73. | **De minimis rate.** Add Lines 69, 71 and 72. | $ 0.000000 /$100 |

## SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.[48]

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year. [49]

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

| Line | Emergency Revenue Rate Worksheet | Amount/Rate |
|---|---|---|
| 74. | **2023 adopted tax rate.** Enter the rate in Line 4 of the *No-New-Revenue Tax Rate Worksheet.* | $ 0.533945 /$100 |
| 75. | **Adjusted 2023 voter-approval tax rate.** Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line.<br>If a disaster occurred in 2023 and the taxing unit calculated its 2023 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2023 worksheet due to a disaster, complete the applicable sections or lines of *Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet.*<br>**- or -**<br>If a disaster occurred prior to 2023 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2023, complete form 50-856-a, *Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet* to recalculate the voter-approval tax rate the taxing unit would have calculated in 2023 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. [50] Enter the final adjusted 2023 voter-approval tax rate from the worksheet.<br>**- or -**<br>If the taxing unit adopted a tax rate above the 2023 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet. | $ 0.000000 /$100 |
| 76. | **Increase in 2023 tax rate due to disaster.** Subtract Line 75 from Line 74. | $ 0.000000 /$100 |
| 77. | **Adjusted 2023 taxable value.** Enter the amount in Line 14 of the *No-New-Revenue Tax Rate Worksheet.* | $ 19,242,070,338 |
| 78. | **Emergency revenue.** Multiply Line 76 by Line 77 and divide by $100. | $ 0 |
| 79. | **Adjusted 2023 taxable value.** Enter the amount in Line 25 of the *No-New-Revenue Tax Rate Worksheet.* | $ 22,157,866,761 |
| 80. | **Emergency revenue rate.** Divide Line 78 by Line 79 and multiply by $100. [51] | $ 0.000000 /$100 |

[45] Tex. Tax Code §26.04(c)(2)(B)
[46] Tex. Tax Code §26.012(8-a)
[47] Tex. Tax Code §26.063(a)(1)
[48] Tex. Tax Code §26.042(b)
[49] Tex. Tax Code §26.042(f)
[50] Tex. Tax Code §§26.42(c)
[51] Tex. Tax Code §§26.42(b)

| Line | Emergency Revenue Rate Worksheet | Amount/Rate |
|---|---|---|
| 81. | **Current year voter-approval tax rate, adjusted for emergency revenue.** Subtract Line 80 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 68 (taxing units with the unused increment rate). | $ 0.507623 /$100 |

## SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

**No-new-revenue tax rate.** ..... $ 0.464498 /$100
As applicable, enter the current year NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).
Indicate the line number used: 26

**Voter-approval tax rate** ..... $ 0.507623 /$100
As applicable, enter the current year voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 68 (adjusted for unused increment), or Line 81 (adjusted for emergency revenue).
Indicate the line number used: 68

**De minimis rate.** ..... $ 0.000000 /$100
If applicable, enter the current year de minimis rate from Line 73.

## SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code. [52]

print here ▶ Dora A. Maldonado, RTA, CPM
Printed Name of Taxing Unit Representative

sign here ▶ Dora A Maldonado
Taxing Unit Representative

Date 7/29/2024

[52] Tex. Tax Code §§26.04(c-2) and (d-2)

Reset Print

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Consent Agenda 58.**

**SUBJECT**
Motion to approve a property tax refund in the amount of $1,027.96 due to an overpayment as required by Section 31.11(a) of the Texas Property Tax Code. The refund will be issued to Mariana Chamberlain from parcel number 988-40005-170.

**PREVIOUS COUNCIL ACTION**
City Council has previously approved requests for refunds over $500.00 due to overpayments or erroneous payments as required by Section 31.11(a) of the Texas Property Tax Code.

**BACKGROUND**
As per section 31.11 (a) of the Texas Property Tax Code, "If a taxpayer applies to the tax collector of a taxing unit for a refund of an overpayment or erroneous payment of taxes, the collector for the unit determines that the payment was erroneous or excessive, and the auditor for the unit agrees with the collector's determination, the collector shall refund the amount of the excessive or erroneous payment from available current tax collections or from funds appropriated by the unit for making refunds." However, if the amount of refund exceeds $500.00, the collector may not make the refund unless the governing body of the taxing unit also determines that the payment was erroneous or excessive and approves the refund.

**COMMITTEE RECOMMENDATION**
Not Applicable.

**STAFF RECOMMENDATION**
Approval of motion.

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | Click or tap here to enter text. |
| Budgeted Y/N?: | Click or tap here to enter text. |
| Source of Funds: | Click or tap here to enter text. |
| Account #: | Click or tap here to enter text. |
| Change Order: Exceeds 25% Y/N: | Click or tap here to enter text. |

**FINANCIAL IMPACT:**
The City of Laredo will refund a total amount of $1,027.96 and will be paid from account #101-0000-222-03-00, Unapplied Payments (Tax).

Tax Assessor - Collector
P.O. BOX 6548 1102 Bob Bullock Loop 20
Laredo, Texas 78043 - 6548

For Credit Refunds Only
101-0000-222-03-00(DEF.REV.)

# *Application for Tax Refund*

| | |
|---|---|
| Owner's name: | **CHAMBERLAIN MARIANA** (956) 235-8007 |
| City, town or post office/state/zip code: | **2703 ELS CT**<br>**LAREDO, TX 78045** |
| Refund payable to:(if different from above) | |
| Name: | |
| Address: | |
| City, town or post office/state/zip code: | |

| | |
|---|---|
| Property legal description: | THE RESERVE , BLOCK 5, LOT 17, PHASE I |
| Address or location of property: | 2703 ELS CT |
| Parcel number: | **988-40005-170/ID# 617979** |

Tax Payment Information:

| Year for which refund is requested | Date of the tax payment | Amount of Taxes Paid | Amount of tax refund requested |
|---|---|---|---|
| 2023 | 6/30/2024 | 1,027.96 | **1,027.96** |
| | | Total Refund | **1,027.96** |

Taxpayer's reason for refund (attach supporting documentation):
*Account has a credit due to ~~a double-payment~~ Overpayment. Account had already been paid in full on 4/29/2024 in person, in cash. Therefore, second payment done on 6/30/2024 on-line remains unapplied. Customer is requesting a refund, and has provided the last four digits of the card used to make the payment via email.* ***4403*** Verified 7/10/24 mgalena

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct"

| As per customer request via email | 7/8/2024 |
|---|---|
| Signature | Date |

**If you make a false statement of this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.**

Prepared by: ***Danina Winans*** July 8, 2024

This tax refund is ✓ Approved _____ Disapproved

Dora Maldonado-Tax Assessor-Collector

Date 7/11/24

## Danina Winans

**From:** Mariana Ruiz <marianaruizc@hotmail.com>
**Sent:** Sunday, July 7, 2024 4:18 PM
**To:** Danina Winans
**Subject:** Credit

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Im requesting a refund of $1027.96 for an overpayment. The last four digits of the card used are 4403. The name on the account is Mariana Chamberlain. The address is 2703 Els Court.
Thank you,
Mariana Chamberlain

# CITY OF LAREDO
# TAX DEPARTMENT

TAX ASSESSOR - COLLECTOR
P.O. BOX 6548 1102 BOB BULLOCK LP
(956) 727-6403 Fax (956) 727-6404


Date: July 1, 2024

CHAMBERLAIN MARIANA
2703 ELS CT
LAREDO, TX 78045

Subject: Balance on Account: 988-40005-170

Dear Taxpayer,

This is to advise you that a ***credit*** of $1,027.96 exist on the above referenced account due to a double payment. Our records show this account had already been paid in-full on 4/29/2024. Therefore, payment done on 6/30/2024 on-line remains unapplied.

Please review this information and if you wish to request a refund, *we do it in the form of a check and require the last* ***four digits*** *of the card used to make the payment to be* **sent by e-mail**. If you would like to *leave these funds as escrow* for the next tax year, or *to transfer to another account*, please let us know so that we can code the account or transfer funds accordingly. *Should you have any questions regarding this matter please call us at* 956-727-6408 or 956-727-6422.

Danina Winans CSR II
City of Laredo Tax Dept.
dwinans@ci.laredo.tx.us

City of Laredo
Tax Assessor-Collector
P.O. Box 6548 * 1102 Bob Bullock Loop
Laredo TX 78042
Phone: (956) 727-6403
7/01/24

Parcel number
988-40005-170- -

617979

CHAMBERLAIN MARIANA
2703 ELS CT
LAREDO, TX 78045

Legal Description
2703 ELS CT
THE RESERVE, BLOCK 5, LOT 17,
PHASE I

*** * O U T S T A N D I N G  T A X  S T A T E M E N T * ***

| TAX YEAR | BASE TAX | PENALTY/INT | OTHER +/- | TOTAL DUE |
|---|---|---|---|---|
| Total Due | .00 | .00 | .00 | .00 |

This is a statement of your outstanding taxes as of 07/01/24.

IN CASES WHERE A LAWSUIT/TAX WARRANT HAS BEEN FILED, ATTORNEY'S FEES MAY ALREADY BE ASSESSED AND ADDITIONAL COURT COSTS AND ABSTRACT FEES MAY ALSO BE OUTSTANDING WITH OUR DELINQUENT TAX ATTORNEY FLORES, FLORES & CANALES, PLLC. THEY ARE LOCATED AT 5517 MCPHERSON ROAD, SUITE #15 OR YOU CAN REACH THEM AT 956-728-7474.

# TAX RECEIPT

City of Laredo
Tax Assessor-Collector
P.O. Box 6548 * 1102 Bob Bullock Loop
Laredo TX 78042
956-727-6403

Paid by: CHAMBERLAIN MARIANA
2703 ELS CT
LAREDO TX 78045

Receipt#: 714985
Batch: C2G@TXUSER 6/30/2024 99
Date paid: 6/30/2024

---

Account ID: 617979 Parcel number 988-40005-170- -
2703 ELS CT PROPERTY TAX ROLL
Owner: CHAMBERLAIN MARIANA THE RESERVE, BLOCK 5, LOT 17, PHASE I

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| Year | Value | Rate | Base | Pen & Int | Atty fee | Total paid |
|---|---|---|---|---|---|---|
| 2023 1 CITY TAX | | | | | | 1,027.96U |

Printed: 7/01/24 14:16:18 Receipt total: 1,027.96

Tender: WEB TX PAYMEN 1,027.96
Tender: WEB TX PAYMEN 30.84

Payment comment: LOCKBOX PAYMENT

# T A X  R E C E I P T

City of Laredo
Tax Assessor-Collector
P.O. Box 6548 * 1102 Bob Bullock Loop
Laredo TX 78042
956-727-6403

Paid by: CHAMBERLAIN MARIANA
2703 ELS CT
LAREDO TX 78045

Receipt#: 559430
Batch: RTORRES 4/29/2024 02
Date paid: 4/29/2024

---

Account ID: 617979 Parcel number 988-40005-170- -
2703 ELS CT PROPERTY TAX ROLL
Owner: CHAMBERLAIN MARIANA THE RESERVE, BLOCK 5, LOT 17,
PHASE I

---

| Year | Value | Rate | Base | Pen & Int | Atty fee | Total paid |
|---|---|---|---|---|---|---|
| 2023 1 CITY TAX | 315000.00 | 0.53394 | 1,681.93 | 185.01 | | 1,866.94 |

Printed: 7/08/24 10:11:49

Receipt total: 1,866.94

Tender: CREDIT CARD 1,866.94
Tender: CASH 60.00

Payment comment: CA/ CC

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Consent Agenda 59.**

**SUBJECT**
Consideration to authorize City Manager to enter into a contract for the purchase of a dual-facing dash camera and license for vehicle gateways through Samsara, Inc. from Sourcewell, contract No. 020221-SAM in the amount of $139,736.00. The payment includes two months prorated $19,834.00 plus shipping and handling in the amount of $898.00 and a twelve months service charge of $119,004.00. The contract will be a five year term. The devices are essential to maintain and improve safety, efficiency and sustainability of the operations to the City of Laredo. Funding is available in the Waterworks and Sewer System Funds.

**PREVIOUS COUNCIL ACTION**
City Council on March 20, 2023 approved a contract with Rush Truck Center.

**BACKGROUND**
Currently the Department has the service from Rush Truck Center which price only covers GPS location. Samsara equipment is more advanced technology (video and location capabilities) for improving stronger position for liability claim prevention. The cost is $564.00 per unit. Additional unit can be added to during the contract also at $564.00 per unit.

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
Approval of motion

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2024 |
| Budgeted Y/N?: | Y |
| Source of Funds: | Waterworks and Sewer System |
| Account #: | Various |
| Change Order: Exceeds 25% Y/N: | N/A |

**FINANCIAL IMPACT:**
557-4110-533-3110-($5,076.00-4.3%)
557-4111-533-3110-($1,128.00-0.9%)
557-4112-533-3110-($7,332.00-6.2%)
557-4115-533-3110-($16,356.00-13.7%)
557-4116-533-3110-($564.00-0.5%)

557-4120-533-3110-($14,664.00-12.3%)
557-4130-533-3110-($31,020.00-26.1%)
557-4135-533-3110-($5,640.00-4.7%)
559-4210-533-3110-($14,664.00-12.3%)
559-4220-533-3110-($22,560.00-19.0%)

samsara

Connected Operations™

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

## QUOTE #Q-1414706

**Issued** 07-12-2024

**Expires** 08-16-2024

**Sourcewell Contract #: 020221-SAM**

**Prepared For:**
City of Laredo
5816 Daugherty Ave.
Laredo, Texas
78041

**Prepared By:**
Justin Chen
justin.chen@samsara.com

## Quote Summary

| | Subtotal |
|---|---|
| Hardware and Accessories | USD $0.00 |
| Licenses<br>License Term – 60 Months | |
| Third Party Services-Alpha | USD $17,935.00 |
| Third Party Services Credit-Alpha | USD ($17,935.00) |
| Shipping and Handling | USD $898.00 |
| Upfront Hardware Sales Tax | USD *$0.00 |
| Annual License Sales Tax | USD *$0.00 |
| First Payment<br>*(2 Months)* | USD $20,732.00 |
| **Payment Two**<br>***(12 Months)*** | USD $119,004.00 |

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*3% processing fee charged on credit card transactions (fee waived for ACH (credit or debit), check, or wire)
*Sales tax subject to change

samsara

Connected Operations™

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

**SHIP TO Abraham Reyes**
**5816 Daugherty Ave**
**Laredo, Texas, 78041-3337**
**United States**

| Hardware and Accessories | Quantity | Net Unit Price | Total Price |
|---|---|---|---|
| Vehicle IoT Gateway, model VG54<br>HW-VG54-NA | 211 | $0.00 | $0.00 |
| Enhanced VG Series OBDII J1962 L-mount cable<br>CBL-VG-COBDII-Y1 | 211 | $0.00 | $0.00 |
| Dual-facing dash-camera, series 4<br>HW-CM34 | 211 | $0.00 | $0.00 |
| | | Hardware Due | USD$0.00 |

| Licenses | Quantity | Annual Unit Price | Total Annual Price |
|---|---|---|---|
| License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD<br>LIC-VG-PS | 211 | $180.00 | $37,980.00 |
| License for Dual-Facing Camera<br>LIC-CM2-ENT | 211 | $384.00 | $81,024.00 |
| | | Annual License Due | USD $119,004.00 |

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## Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

## What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

## Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the License Start Date (Net-30). The annual fees are payable by recurring transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

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## License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

## Support and Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

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## Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at https://www.samsara.com/terms-of-service, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/ shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

The continuation of this Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the Order Form for Customer's then-subsequent fiscal year, Customer may terminate this Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates this Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.

To the extent this Order Form includes any description of third-party products and/or services not directly provided by Samsara, the applicable third-party provider or subcontractor will be solely and exclusively responsible for the provision of such products and/or services, and Customer may not withhold payment to Samsara due to such third-party products and/or services not with standing any acceptance or delivery requirements or delays with respect thereto.

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## Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

**Billing Details:**

**Bill to:**

City of Laredo

5816 Daugherty Ave.
Laredo, Texas, 78041

**Billing Contact:**

Name: Abraham Reyes

Title:Utilities Safety Specialist

Billing Email: areyes3@ci.laredo.tx.us

Phone Number:9567212000

**Payment Information:**

Payment Method: ACH

Payment Terms: Net 30

Payment Frequency: Direct Annual

If a Purchase Order (PO) is required for invoicing, please check this box:

If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to billingsupport@samsara.com.

Please email any tax documentation to billingsupport@samsara.com.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent

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and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

**Signature:** _____

**Print Name:** _____

**Date:** _____

**Title:** _____

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**Solicitation Number: 020221**

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Samsara Inc., 1990 Alameda Street, 5th Floor, San Francisco, CA 94103 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fleet Management Technologies with Related Software Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

## 1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires March 26, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor will extend to the Participating Entity the return and warranty terms set forth in Vendor's Hardware Warranty and RMA Policy, subject to the related limitations set forth therein. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within 30 days of the date of delivery at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

## 4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity. By accessing the Contract, Participating Entities agree not to file any claims or causes of action against Sourcewell, or otherwise seek to hold Sourcewell, including

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its agents and employees, liable in connection with Vendor's Equipment, Products, and Services.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Vendor will require Participating Entity's acceptance of Vendor's then-current Terms of Service. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased, provided that such termination will be effective as of the date of the beginning of the period for which funds have not been appropriated;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity, and such breach continues for a period of 30 days following receipt of written notice to cure.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be

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mailed to the address above “Attn: Accounts Receivable” or remitted electronically to Sourcewell’s banking institution per Sourcewell’s Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract’s expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor’s Authorized Representative is the person named in the Vendor’s Proposal. If Vendor’s Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

## 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement, except in the case of a merger, acquisition, or sale of all or substantially all of the assets of Vendor. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or

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oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell, including its agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the breach of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Vendor be liable to Sourcewell for incidental, special, exemplary, or consequential damages, including lost profits, loss of data or goodwill, service interruption, computer damage or system failure, or the cost of substitute services. Vendor's indemnification and liability obligations to a Sourcewell Participating Entity will be as set forth in Vendor's Terms of Service, subject to the limitations set forth therein.

Vendor's indemnification and hold harmless obligations under this Section 11 and Section 13 below are contingent upon: (a) Sourcewell providing Vendor with prompt written notice of a claim; (b) Sourcewell providing reasonable cooperation to Vendor, at Vendor's expense, in the defense and settlement of such claim; and (c) Vendor having sole authority to defend or settle such claim. Notwithstanding subsection (c) of this provision, Sourcewell may employ, at its sole cost and expense, separate counsel of its own choosing, but in no event Vendor will be liable for any damages or liability arising out of Sourcewell's employment of its own counsel.

## 12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

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**13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws ("IP Claim"). Vendor will have no liability under this section to the extent that any IP Claim results from: (a) modifications to the Equipment or Products made by a party other than Vendor or a party acting on Vendor's behalf; (b) the combination, operation or use of the Equipment or Products with equipment, devices, software or data not supplied by Vendor nor reasonably contemplated by this Contract; (c) a party's failure to use updated or modified versions of the Equipment or Products provided by Vendor to avoid a claim; (d) Vendor's compliance with any designs, specifications or plans provided by Sourcewell or a Participating Entity; or (e) use of the Products other than in accordance with this Contract, any additional terms agreed between Vendor and a Participating Entity, or any

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documentation provided by Vendor. Vendor's indemnification and liability obligations to a Sourcewell Participating Entity will be as set forth in Vendor's Terms of Service, subject to the limitations set forth therein.

*5. Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising or marketing campaigns with Participating Entities regarding Vendor's Sourcewell Contract must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

## 14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

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## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers’ Compensation and Employer’s Liability.*
Workers’ Compensation: As required by any applicable law or regulation.

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Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

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$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities that place orders with Vendor, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

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## 19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## 21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

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regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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. Vendors must 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## 22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

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Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

4/1/2021 | 1:57 PM CDT

Date: _____

Samsara Inc.

DocuSigned by:
Adam Eltoukhy
022A22405912470...

By: _____

Adam Eltoukhy

Title: VP & General Counsel

4/1/2021 | 12:47 PM PDT

Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

4/1/2021 | 7:57 PM CDT

Date: _____

# RFP 020221 - Fleet Management Technologies with Related Software Solutions

### Vendor Details

| | |
|---|---|
| Company Name: | Samsara Networks Inc |
| Does your company conduct business under any other name? If yes, please state: | Samsara |
| Address: | 1990 Alameda St<br>5th Floor<br>San Francisco, CA 94103 |
| Contact: | Brian Glowiak |
| Email: | brian.glowiak@samsara.com |
| Phone: | 860-680-2388 |
| Fax: | 860-680-2388 |
| HST#: | 47-3100039 |

### Submission Details

| | |
|---|---|
| Created On: | Friday January 08, 2021 12:36:01 |
| Submitted On: | Tuesday February 02, 2021 15:13:45 |
| Submitted By: | Hannah Bennett |
| Email: | hannah.bennett@samsara.com |
| Transaction #: | 9af6e246-5365-482f-a9fd-4c3e157b3b47 |
| Submitter's IP Address: | 52.119.119.247 |

## Specifications

### Table 1: Proposer Identity & Authorized Representatives

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * | |
|---|---|---|---|
| 1 | Proposer Legal Name (and applicable d/b/a, if any): | Samsara Networks Inc. | * |
| 2 | Proposer Address: | Samsara Networks Inc., 1990 Alameda Street, 5th Floor, San Francisco, CA, 94103 | * |
| 3 | Proposer website address: | www.samsara.com | * |
| 4 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Adam Eltoukhy, VP & General Counsel<br><br>1990 Alameda Street 5th Floor San Francisco, CA 94103. adam.eltoukhy@samsara.com | * |
| 5 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Brian Glowiak, Regional Sales Manager, Public Sector<br>1234 Samsara Miami, FL 33101<br>Brian.Glowiak@Samsara.com<br>860-680-2388 | * |
| 6 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Courtney McGowan, Director, Public Sector<br>1234 Samsara Miami, FL 33101<br>Courtney@Samsara.com | |

### Table 2: Company Information and Financial Strength

| Line Item | Question | Response * | |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 7 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | Samsara is the global leader in Industrial IoT. Our mission is to increase the efficiency, safety, and sustainability of the operations that power our economy. Samsara's portfolio of complete Internet of Things ("IoT") solutions combine hardware, software, and cloud to bring real-time visibility, analytics, and AI to operations. Since Sanjit Biswas and John Bicket founded Samsara in 2015, the company has grown to over 1400 employees with major offices in San Jose, Atlanta, and London with headquarters in San Francisco and today we serve over 24,000 customers across diverse industries, including transportation, logistics, field services, passenger transit, waste management, food and beverage, oil & gas, utilities, construction, state and local gov, and manufacturing. Our core company values are 1. Obsess over customers 2. Adopt a growth mindset 3. Build for the long term.<br><br>Samsara is a privately held company led by Sanjit Biswas, CEO & Co-Founder, and John Bicket, CTO & Co-Founder, both of whom sit on the Board. Sanjit and John are joined on the board by Marc Andreessen, Founding Partner, Andreessen Horowitz, and Hemant Taneja, Managing Director, General Catalyst. Prior to Samsara, our leadership team worked together for over a decade. The Samsara leadership team previously founded Meraki (now part of Cisco Systems), the cloud-managed networking leader that powers over 2 million networks worldwide. Much of our expertise in building large-scale cloud systems, obsessing over customer feedback to quickly innovate and grow our solutions, security, simplicity, ease of use, etc. carried over to Samsara and contributes to our explosive growth, success, and leadership in this space. Samsara's full executive team can be viewed here at https://www.samsara.com/about<br><br>Samsara's core competencies include vehicle telematics, driver safety, asset tracking, mobile workflow, remote site visibility, and industrial process controls - all in an integrated, open, real-time, cloud platform. We have one of the strongest engineering teams in the world and are unparalleled in our ability to hear a customer problem statement and then design and build advanced technology as a solution fit. In the past year, we've doubled our customer and employee base and launched in 10 new countries. Most importantly, we are continuing to invest heavily in innovative and cost-effective ways to help our customers increase the efficiency, safety, and sustainability of their operations while also helping them meet and exceed the expectations of the customers and citizens they serve. | * |
| 8 | What are your company's expectations in the event of an award? | In the event of an award, Samsara's expectations are to enable our Public Sector sales teams to help our prospective customers take the easiest path to purchase through this contract. As stated in the pre-bid meeting by Sourcewell representatives, being able to leverage the Sourcewell contract is a massive benefit to all parties involved and can save months of time and effort as compared to going through a full RFP process with each and every city/county/state. This especially rings true in the current environment we have all been exposed to in the wake of Covid-19. Early retirements, furloughs, hiring freezes, etc., are all challenges we've seen in the market and it's become more difficult for agencies to find the time and resources to go through a true internal RFP process.<br><br>Additionally, Samsara is very excited at the potential to be a part of Sourcewell's approved contract because there have been times where our sales team has had the request to use Sourcewell to purchase Samsara, however, we have had to use other cooperative contracts to earn their business to bypass an RFP. Sourcewell is typically the first contract that is mentioned in our discussions and we would love to leverage this as it seems to be the preferred option for many of our customers in the Public Sector. | * |
| 9 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | Please find Samsara's Dun & Bradstreet report attached. Samsara has raised over $930 million in equity financing to date, most recently raising $400 million in May 2020 at a $5.4 billion valuation, and Samsara maintains sufficient capital to provide services to its over 20,000 customers.<br>Samsara is also number 25 on the Forbes Cloud 100 list (https://www.forbes.com/cloud100/#369e41325f94) and number 4 on the LinkedIn Top Startups List for 2020 (https://www.linkedin.com/pulse/linkedin-top-startups-2020-50-us-companies-rise-jessi-hempel/)<br>We would be happy to provide more information on a call, if desired. | * |
| 10 | What is your US market share for the solutions that you are proposing? | Samsara has secured the title of the fastest-growing fleet technology company in the industry, with over 20,000 customers of different sizes and industries. | * |
| 11 | What is your Canadian market share for the solutions that you are proposing? | Samsara has secured the title of the fastest-growing fleet technology company in the industry, with over 20,000 customers of different sizes and industries, including throughout Canada. | * |
| 12 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No | * |

| | | | |
|---|---|---|---|
| 13 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | Samsara would be best described as a SaaS provider. Samsara makes builds and designs all of its own hardware (gateways, dashcams, sensors, security cameras, industrial gateways and monitors, accessories, and more) and also all of its own software. This gives Samsara a unique edge because our products and software are extremely easy to use, seamlessly integrated, and help our customers consolidate platforms and simplify their operations. Our hardware and software are both created in house by badged Samsara Engineering and Development team members.<br><br>Samsara sells its products mostly directly by our own sales team, and also through multiple partners with varying geographic coverage. These partners are external third parties and are not Samsara employees. | * |
| 14 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | Samsara is registered on the FMCSA's ELD list. | * |
| 15 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | Neither Samsara Networks Inc. nor its subsidiaries have been suspended or debarred in the past ten years. | * |

### Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * | |
|---|---|---|---|
| 16 | Describe any relevant industry awards or recognition that your company has received in the past five years | Please find below a list of awards and certifications:<br>- 2019 LinkedIn Top Startups - #3<br>- 2019 Cloud 100 - Forbes<br>- 2019 Top Startup - LinkedIn<br>- 2019 International Business Awards - Company of the Year in Transportation (Gold), Most Innovative Tech Company of the Year (Silver), Hardware Networking for CM32 (Gold), IoT Analytics Solution for CM32 (Bronze)<br>- 2018 Top CEO, Sanjit Biswas, Small to Medium Business - Glassdoor<br>- 2018 Top Startups - LinkedIn<br>2018 American Business Awards - New Product of the Year in Transportation (Gold), Most Innovative Tech Company of the Year (Silver)<br>- 2018 People's Choice American Business Award - B2B Products<br>2018 Internet of Things 50 - The Channel Co CRN<br>Top 10 Fleet Management Solutions Providers 2017 - Logistics Tech Outlook<br>20 Fastest-Growing IoT Companies - Insight Success Magazine<br>- 2017 Emerging Vendors - The Channel Co CRN | * |
| 17 | What percentage of your sales are to the governmental sector in the past three years | 2% | * |
| 18 | What percentage of your sales are to the education sector in the past three years | 1% | * |
| 19 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | GSA, PEPPM, MAPC. The annual sales volume for these contracts is $1,207,982.66. | * |
| 20 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | We currently have GSA contracts with entities from cities or counties from the following states: Florida, Texas, California, Georgia, South Carolina, Colorado, and Virginia. The annual sales volume for these contracts is $1,207,982.66. | * |

## Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|---|---|---|---|
| City and County of Denver | Brad Salazar | 720-865-3905 | * |
| City of Sacramento | Mark Stevens | 916-808-5869 | * |
| City of Tallahassee | David Nichols | 850.891.5238 | * |

## Table 5: Top Five Government or Education Customers

**Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * | |
|---|---|---|---|---|---|---|
| [Confidential] | Government | Florida - FL | Vehicle Gateways, Unpowered Asset Gateways, Environmental Monitors, Street Sweeper Tracking | $1.76M | $1.05M | * |
| [Confidential] | Government | Massachusetts - MA | Vehicle Gateways (VG34), Powered Asset Gateways (AG26), Dash Cams (CM32), Environmental Monitors (EM21), Snow Plow/Spreader Tracking | $2.78M | $1.66M | * |
| [Confidential] | Government | California - CA | Vehicle Gateways (VG34), Powered Asset Gateways (AG26), Unpowered Asset Gateways (AG46) | $2.78M | $1.66M | * |
| [Confidential] | Government | Colorado - CO | Vehicle Gateways (VG34), Powered Asset Gateways (AG26), Dash Cams (CM32), Environmental Monitors (EM21), Snow Plow/Spreader Tracking, Sweeper Tracking | $3.15M | $781K | * |
| [Confidential] | Government | Colorado - CO | Vehicle Gateways (VG34), Powered Asset Gateways (AG26), Dash Cams (CM32), Snow Plow/Spreader Tracking | $1.9M | $400K | * |

## Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * | |
|---|---|---|---|
| 23 | Sales force. | Samsara is broken down into separate business units - Fleet, Industrial, and Connected Sites. On the Fleet side, we have 122 Account Development Representatives, 229 Account Executives, and 28 Regional Sales Managers. On the Industrial/Sites side, we have 9 Account Executives and 1 Regional Sales Manager. | * |
| 24 | Dealer network or other distribution methods. | Samsara has over 100 partners, referring to those who are qualified to resell our product, across all business units (fleet, industrial, connected sites). These partners are not employed by Samsara, nor are they required to submit a certain number of leads/generate a certain amount of revenue per quarter. Our most successful partners (i.e. CDW), fall under the "IT systems distributor" industry. We don't have a geographical hub for our partners- we have one in just about every state, distributed evenly across the US. | * |
| 25 | Service force. | As of January 2021, Samsara's Technical Support team has 82 team members located within the US, and 3 in the UK. Of the 82, 59 are full-time employees, and the remainder are contractors. In 2020, Samsara was extremely proud to achieve a less than 5 minute wait time to connect with a customer service representative. For the majority of the year, this was actually less than 1 minute. | * |
| 26 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | Samsara provides its customers with 24/7 service via phone, email/case, and webchat.<br><br>Response time capabilities (SLA's) and commitments can be found here: https://www.samsara.com/hosted-software-sla<br><br>Contacting support can be found here: https://www.samsara.com/support/contact<br><br>Training Webinars and Videos can be found here: https://www.samsara.com/support/training | * |
| 27 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | Samsara is fully capable and willing to provide products and services to Sourcewell participating entities in the United States. | * |
| 28 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | Samsara is fully capable and willing to provide products and services to Sourcewell participating entities in Canada. | * |
| 29 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | Samsara is well equipped to provide its services across all industries and sectors. Samsara has a global presence and there are no areas of the United States or Canada in which we would not be serving through the proposed contract. | * |
| 30 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Samsara is well equipped to provide its services across all industries and sectors. Samsara has a global presence and there are no sectors in which we would not be serving through the proposed contract. There are no existing contracts which would limit our ability to promote another contract. | * |
| 31 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | There are no additional contract requirements or restrictions that would apply to participating entities in HI, AK, or US Territories. | * |

## Table 7: Marketing Plan

| Line Item | Question | Response * | |
|---|---|---|---|
| 32 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | Our strategies to promote new offerings typically include blog posts, development of sales assets, updates on social media, emails to customers, and press outreach as appropriate. We'd like to partner with Sourcewell to finalize the messaging, scope, and timing of joint marketing activities.<br><br>Examples of materials from a recent promotion include the links below (also attached as a PDF to this submission):<br><br>- Launched blog post: https://www.samsara.com/blog/samsara-and-edulog-announce-integrated-solution-for-student-transportation<br>- Press Coverage: https://stnonline.com/industry-releases/samsara-and-edulog-announce-integrated-solution-for-student-transportation/<br>- Case Study: https://samsara.showpad.com/share/zBtWW5Dd7DDoA5Q2ZkHGr | * |
| 33 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | Samsara carefully monitors performance on our own domains, email, social media channels, and paid channels. We gather data across every stage of our customers' journey and establish internal benchmarks to ensure that we're optimizing and improving our performance.<br><br>Examples of our approach include:<br>- Search engine optimization; ensuring that webpages and written content include top-performing keywords relevant to our solutions<br>- Website analytics; adjusting content and performance to minimize bounce rate & increase traffic<br>- Social media; monitoring engagement with posts on LinkedIn, Facebook, and Twitter. Use of targeted ads to engage with prospects.<br>- Email; we monitor delivery success rates, unsubscribe rates, open rates, and click rates to maximize messaging impact while minimizing reader fatigue | * |
| 34 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | We are happy to work with Sourcewell to determine a mutually beneficial co-marketing plan.<br><br>When it comes to integrating Sourcewell-awarded contracts into our sales process, there are two approaches:<br>- If we are speaking with a client who is already on the Sourcewell membership list, we will be certain to promote our contract with that client.<br>- If we are speaking with a client who does not yet procure through Sourcewell, we can provide collateral to our sales teams to educate those clients about Sourcewell. We are happy to share Sourcewell-provided resources about the benefits of purchasing through the cooperative. | * |
| 35 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | We do have an online webstore, but as of now, its use is limited to our existing customers. The webstore can be used for replacement hardware, accessory and cable transactions for all customers. Only certain customers can utilize the webstore for additional net-net purchases. Our existing governmental and education customers can use our webstore in the same manner as above. | * |

## Table 8: Value-Added Attributes

| Line Item | Question | Response * | |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 36 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | Samsara utilizes the Train the trainer approach, and in most deployments, we provide 6 deep drive instructor-led trainings in a virtual format covering the following topics:<br><br>- Admin Dashboard Settings Training<br>- Admin Dashboard Functionality Training<br>  - Safety for Dash Cams Overview<br>  - Admin Driver App<br>  - Admin Fleet App<br>  - Routes, Dispatching, and Workflow Overview<br>  - Maintenance Overview<br><br>We also have a library of On-demand training videos available 24/7 via the Samsara dashboard itself available to all the customers at no charge.<br><br>With every deployment, each Samsara customer will always receive 24/7 customer support (phone, email/case, chat), on-demand access to the Samsara Training Center, and access to the online knowledge base.<br><br>Service and Support Benefits such as Pre-Sale Pilot Management, Tailored ROI Analysis, Consultations, Setup & Configurations, Implementation Kick Offs, Plans, and Workshops, End-to-End Program Management, Business Reviews, Dedicated Technical Account Managers, and more are all offered and are based on overall annual spend. The abovementioned additional services are included for Samsara customers at no additional cost as their annual spend meets the required threshold. | * |
| 37 | Describe any technological advances that your proposed products or services offer. | Samsara's mission is to increase the efficiency, safety, and sustainability of the operations that power our economy. Our complete portfolio of Internet of Things ("IoT") solutions combine hardware, software, and cloud to bring real-time visibility, analytics, and AI to operations. Today, over 20,000 customers around the world -- from state and local governments to schools and Fortune 500 enterprises -- use Samsara to simplify their operations, consolidate vendors, prevent accidents and increase overall safety, automate manual processes, and improve real-time visibility across multiple departments, sites, agencies, and more.<br><br>Samsara's growing suite of solutions includes vehicle telematics, driver safety, mobile workflow and compliance, asset tracking, smart cameras, and industrial process controls - all in an integrated, open, real-time platform.<br><br>Customer feedback is at the center of our product development process. In 2020 alone, Samsara launched more than 200 product updates to help customers adapt to new operational challenges. All of these new features and functionalities were pushed to our customers free of charge and over the air. This is a huge differentiator with Samsara; we do not try to nickel and dime our customers with increases in pricing when new features are rolled out. If our customers have the hardware that supports our new features, they simply get these free of charge and can choose to use or not use them at their leisure. For example, in late Winter 2020 (March), all of Samsara's customers who had previously purchased our Dashcams were automatically eligible to use a plethora of new A.I. features free of charge. All they had to do was turn on a toggle with a simple click in their dashboard and they could immediately access features like distracted driving detection (texting, smoking, eating, looking away from the road), tailgating, forward collision warnings, rolling through stop signs and red lights, seatbelt usage, mask-wearing policies, among other items. While many of our customers were already using these Dashcams (CM31 & CM32) for well over a year, they were ecstatic to be able to leverage all of our new features without paying additional yearly fees, and without needing to replace any hardware or do any additional work from on their end. This is what our customers come to expect over time with Samsara and is what we strive to deliver.<br><br>The following link is also a part of Samsara's submission as a PDF document:<br><br>https://www.samsara.com/blog/favorite-product-updates-2020 | * |

| | | | |
|---|---|---|---|
| 38 | Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | A core value of ours is building for the long term, and sustainability is a key part of that. We are committed to building best in class products that help our customers reduce their environmental footprint, and we have the same goal for our own business practices. Customer examples are annual reductions in fuel of over $40m per annum across our customer base due to eco-drive initiatives and reductions in idle times. We also have also made a big investment in capabilities to manage EV fleets and their unique challenges.<br><br>Samsara has published an internal page for "green" initiatives. This page includes links for environmental groups to support/donate, various Earth Day projects/ideas, and other environmentally related topics. Furthermore, the Samsara recognition platform allows employees to accrue points and donate directly to agencies such as The Nature Conservancy and Greenpeace.<br><br>In addition, Samsara offices in CA are Cal Green, SF6 and SJ1 are LEED certified, Samsara’s Workplace Design and Build Guidelines call for high-efficiency lighting and power systems, sustainable materials and locally-sourced materials when available. | * |
| 39 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Samsara is proud to be recognized as a leader in sustainability. In 2020, Samsara was honored by the Business Intelligence Group as a company that has made sustainability an integral part of its business practices. More can be read below and here - https://www.bintelligence.com/sustainability-awards<br><br>The most precious asset all businesses share is our Earth. The efforts individuals and businesses make to sustain this vital resource is not only necessary, but it also makes good business sense. Seeking recognition for your Earth-friendly work is also smart business. We applaud you for taking the first step in setting your business apart from your competitors. The Sustainability Awards program provides the opportunity for your organization to receive global recognition by a panel of volunteer judges who themselves are leaders and experts in business. The Sustainability Awards will honor those who have made sustainability an integral part of their business practice. We welcome nominations from businesses of all sizes, locations and maturity. We offer increased exposure for the exemplary accomplishments of leaders, initiatives and organizations working to reduce the impact of their business on our environment. | * |
| 40 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | Samsara does not hold these certifications. | * |

| | | | |
|---|---|---|---|
| 41 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | Samsara is an integrated platform that improves safety and increases efficiency and sustainability for operationally complex businesses, governments, and other entities. We connect data points from sensors and cameras (all built in-house by Samsara) across our customer's operations (ie: fleet, worksites, and infrastructure) with AI-powered, secure, cloud-based software. Because Samsara is unique in having developed and built all of our hardware and software in-house, State and Local agencies, as well as schools and Universities, are choosing our platform because we help consolidate their vendors and move them to a simple, intuitive, powerful platform all in one pane of glass. This is true across the rest of our business units as well. What used to take perhaps 3 vendors (one for AVL/GPS, another for assets/maintenance, another for dashcams/safety) now can be done with one company at a best-in-class level across all products.<br><br>In addition to our Fleet business, we're also helping our customers monitor their remote sites, wells, pumps, and other locations that can reduce the need for manual check-ins with our Industrial Gateways. We're constantly listening to what our customers are asking for, and have also since developed another product called Site Visibility which can quickly bring all of your existing camera streams directly into your Samsara Dashboard by utilizing the existing equipment which has already been paid for. For example, if a state, city, county, school district, university, or any organization already has security cameras installed throughout their operations today, there's a great chance they can pull in those camera streams directly into Samara without needing to replace any existing infrastructure - a true game-changer for any organization who wants to bring real-time visibility from their vehicles and sites into the same dashboard. We also can provide our own security cameras if needed if the system needs a full replacement. Because all camera streams can run through our platform, we can layer our A.I. on top of the stream within our Dashboard which unlocks alerts, notifications, people and movement detection, and much more. Curious to see who was the last person who walked through your facility with an orange shirt on? You can find this footage with just a few clicks and in a matter of seconds. Samsara is much more than just a GPS or AVL provider, it is a platform where our customers can start slow and grow into our products and services from whatever starting point they wish, at their own pace. Samsara is often chosen because our customers know we are a tech company, first and foremost, that can move quickly and take feedback seriously to make the overall product better based on real-world problems our customers are sharing with us. | * |

## Table 9: Warranty

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

| Line Item | Question | Response * | |
|---|---|---|---|
| 42 | Do your warranties cover all products, parts, and labor? | Samsara Hardware Products that require a valid license to function shall come with a warranty that lasts for as long as you maintain a valid license for such Hardware. During the warranty period, Hardware exhibiting material defects will be replaced. More information on the Hardware warranty can be found here: https://www.samsara.com/support/hardware-warranty<br><br>Labor is not included in the product warranty. | * |
| 43 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | No. | * |
| 44 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | No. If there is an issue with any of our products and it is covered under warranty, Samsara will overnight a new device to the customer and our products are extremely easy to install so the great majority of our customers will simply swap out the products themselves. | * |
| 45 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | There are no geographic regions of the United States or Canada in which Samsara can send our certified installers, however, as previously mentioned the installation is not covered in the warranty, only the product itself is. Our products are designed to be extremely easy to install, everything being plug and play. If Samsara provides the initial installation, it is expected we will be training existing employees how to do what is typically a 10-minute simple process for installations or replacements. Very little vehicle or technical knowledge is needed to do the majority of our installations/replacements. | * |
| 46 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | No. All products mentioned in this proposal are built by Samsara employees and this unique approach is a differentiator because we create and build all of our own hardware and software. We do not rely on other manufacturers' hardware as part of our offering. Because of this, Samsara is able to offer seamless, plug and play integration of all of our products which relays back to a simple, intuitive, dashboard where our customers have a true 360-degree view of their operations. | * |
| 47 | What are your proposed exchange and return programs and policies? | Samsara offers a no-questions-asked return policy up to 30 days post purchase as outlined in the Samsara Hardware Warranty & RMA Policy, found at https://www.samsara.com/support/hardware-warranty. During the hardware warranty period, devices exhibiting material defects will be replaced pursuant to the RMA process outlined in the Hardware Warranty & RMA Policy | * |
| 48 | Describe any service contract options for the items included in your proposal. | All product update releases are performed over the air without any interruption to our customers' service. Samsara's Hosted Software runs on a scalable and redundant cloud computing infrastructure used by the world's largest enterprises. Samsara's distributed software architecture spreads computation across multiple physical servers and replicates stored data across multiple physical storage devices. As a result, no single hardware failure can affect service availability and because of this we are pleased to offer our customers a 99.99% uptime SLA. | * |

## Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|---|---|---|---|
| 49 | What are your payment terms (e.g., net 10, net 30)? | Net 30 | * |
| 50 | Describe any leasing or financing options available for use by educational or governmental entities. | Samsara can provide monthly, annual, or upfront payment options pending internal credit review of the participating entity. | * |
| 51 | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | Samsara will handle the complete order process from start to finish including quoting, processing, shipping, invoicing, product activation, implementation, and customer support. With each Samsara order from our customers, deliveries for our hardware are typically made within 3 business days of the signed quote or purchase order being received.<br><br>In the past in order to procure Samsara via Sourcewell, Samsara has relied on 3rd party companies who have an existing relationship with Sourcewell. In the near term, there will still be some entities who continue to choose to use our 3rd party providers to procure Samsara (i.e. via CDW). However, if awarded, going forward we will be looking to sell Samsara directly off the Sourcewell contract versus leveraging 3rd party providers. The benefit of being able to purchase Samsara directly off the Sourcewell contract versus going through a 3rd party benefits the customer first and foremost because this will zero-out the reseller fees typically associated with procuring Samsara through a 3rd party. In this event, Samsara would be fully capable of providing quarterly sales to Sourcewell as described in the contract template because we would control access to this data rather than it going through our dealer network.<br><br>In the event our dealer network processes a Samsara purchase order, the typical workflow for this is the end customer will cut a PO to the reseller dealer network and this would trigger a payment to Samsara from the reseller/dealer. Upon receipt, Samsara will release the shipment and provide tracking information to the appropriate point of contact. In this instance, the dealer network would process the Sourcewell participating entities' purchase orders. | * |
| 52 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | Yes, we accept P-card transactions through a secure checkout link that can be provided by an account manager, or via the Samsara online web store which our customers can access directly from their dashboard. All credit or debit cards used will automatically have a 3% processing fee attached to them, and this fee is only applicable to this payment method. Other payment methods such as check, wire, ACH transfers, will not incur any processing fees. | * |

## Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * | |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 53 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | Samsara offers line-item discounts on a case by case basis. Typical considerations when offering line-item discounts include overall size and scope of the project, ability to pay upfront in full versus annual or monthly, and a customers' openness to partner with Samsara on things like case studies, video testimonials, webinars, or being a reference to other similar entities.<br><br>Please see attached for list pricing as well as the Sourcewell discounted price within the excel pricing document.<br><br>Within the excel pricing document, we wanted to make it clear which line items represent a one-time cost or product replacement cost versus an annual recurring cost for licenses/software charges. Column J shows this designation, please let us know if you have further questions there.<br><br>Samsara does not charge for hardware during an initial contract, and the hardware is covered under full warranty for the duration of the time a customer is actively paying for the software license associated with that hardware. In the event a piece of hardware would not be covered under warranty (i.e. a driver deliberately scratched the lens of a camera) we would use the one-time/replacement cost in order to have that hardware replaced.<br><br>Our most up to date warranty information can be found at https://www.samsara.com/support/hardware-warranty | * |
| 54 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | Samsara is offering a 5% discount to MSRP pricing for Sourcewell entities wishing to leverage their existing Sourcewell relationship to purchase Samsara. Please see the attached master price list for these prices. Note this is simply the starting point from a pricing perspective. Sourcewell entities would be eligible for deeper discounts depending on their total rollout, scope, and other items determined during the sales cycle. | * |
| 55 | Describe any quantity or volume discounts or rebate programs that you offer. | Quantity and volume discounts are given to our customers, on a case by case basis, and can be discussed in further detail as interested agencies begin to inquire what a Samsara deployment might look like in practice for their particular scope and delivery. Quantity and volume discounts would be discussed with an Account Executive or Regional Sales Manager during the purchasing process. | * |
| 56 | Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request. | Samsara offers a robust marketplace highlighting pre-built integrations that our customers can take advantage of at no additional cost from Samsara. In some instances, the partners listed on our marketplace may have their own fees associated with certain integrations, however, Samsara does not charge extra for an existing pre-built integration.<br><br>In the event a customer wants to explore building a new integration, a quote will be supplied for each such request and cost shall be determined on a case by case basis. This also could be a custom success or support program that a customer might request above and beyond our typical implementation and success programs. Anything in this capacity would be reviewed by our respective teams in conjunction with the customer to determine the overall effort and cost needed to satisfy the request on a case by case basis.<br><br>With regard to installations, the majority of Samsara's customers choose to self-install as our products are extremely easy to use and are plug and play right out of the box. An installation of a Vehicle Gateway and Dashcam could take as little as 10 minutes. In the event a customer requires an installation, Samsara has a network of certified installers who can be leveraged for these instances. | * |

| | | | |
|---|---|---|---|
| 57 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | - Applicable taxes<br>- Shipping & handling<br>- Installation (if applicable)<br>- Most Samsara customers perform their own installations as our products are designed to be "plug and play" right out of the box. For those customers who choose to not self-install, Samsara has a network of certified installers who will work with Samsara and the customer to scope out the project in its entirety and then provide a detailed implementation plan tailored to that particular install. No installation is the same and therefore the cost of installation will vary on a case-by-case basis.<br>- Custom integrations not already covered at no additional cost: see samsara.com/marketplace | * |
| 58 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | Samsara uses FedEx Freight for shipping and this is a separate cost required to be paid by the customer in addition to the products and services purchased. The process is as follows:<br><br>- Customer sends final vehicle and asset lineup to Samsara<br>- Samsara Order Operations will retrieve the cost of shipping from FedEx Freight to be added to the quote based on the size and destination of the order.<br>- All shipments are FOB origin, freight is pre-paid and added to the Customer's invoice. | * |
| 59 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Alaska, Hawaii, Canada, Mexico, and EMEA would follow the same process as listed in Table 11, Question 6, which is also listed below:<br><br>- Customer sends final vehicle and asset lineup to Samsara<br>- Samsara Order Operations will retrieve the cost of shipping from FedEx Freight to be added to the quote based on the size and destination of the order.<br>- All shipments are FOB origin, freight is pre-paid and added to the Customer's invoice. | * |
| 60 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | In line with Samsara's first-class customer support experience, our customers appreciate how we take feedback seriously and ensure quick resolution to potential issues that may arise. In the event a piece of hardware is not properly functioning, Samsara will overnight a replacement unit and send a free return shipping label for the malfunctioning unit. This is offered to all of our customers and their feedback is extremely positive for this, considering most did not receive this type of service with their previous vendors. | * |

## Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|---|---|---|
| 61 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Pricing provided in this submission represents a 5% discount to MSRP for what Samsara typically offers as its starting point with government, education, and non-profit organizations. Deeper discounts will be available to participating Sourcewell entities based on the size and scope of their desired rollout. |

### Table 13: Audit and Administrative Fee

| Line Item | Question | Response * | |
|---|---|---|---|
| 62 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. | If awarded a Contract, Samsara will leverage its business systems to track sales with Participating Entities under the Contract to satisfy quarterly reporting obligations and remittance of the administrative fee. Samsara has experience with such reporting for similar contracting vehicles (e.g., GSA). | * |
| 63 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Samsara agrees to pay Sourcewell a 2% administrative fee of total sales for facilitating, managing, and promoting the Sourcewell Contract in the event we are awarded a Contract. | * |

### Table 14A: Depth and Breadth of Offered Equipment Products and Services

| Line Item | Question | Response * | |
|---|---|---|---|
| 64 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | Samsara is an integrated platform that improves safety and increases efficiency and sustainability for operationally complex businesses, governments, and other entities. We connect data points from sensors and cameras (all built in-house by Samsara) across our customer's operations (ie: fleet, worksites, and infrastructure) with AI-powered, secure, cloud-based software. Because Samsara is unique in having developed and built all of our hardware and software in-house, State and Local agencies, as well as schools and Universities, are choosing our platform because we help consolidate their vendors and move them to a simple, intuitive, powerful platform all in one pane of glass. This is true across the rest of our business units as well. What used to take perhaps 3 vendors (one for AVL/GPS, another for assets/maintenance, another for dashcams/safety) now can be done with one company at a best-in-class level across all products.<br><br>In addition to our Fleet business, we're also helping our customers monitor their remote sites, wells, pumps, and other locations that can reduce the need for manual check-ins with our Industrial Gateways. We have also developed another product called Site Visibility which can quickly bring all of your existing camera streams directly into your Samsara Dashboard by utilizing the existing camera equipment which has already been paid for. For example, if a state, city, county, school district, university, or any organization already has security cameras installed throughout their operations today, there's a great chance they can pull in those camera streams directly into Samara without needing to replace any existing infrastructure - a true game-changer for any organization who wants to bring real-time visibility from their vehicles and sites into the same dashboard. We also can provide our own security cameras if the system needs a full replacement. Because all camera streams can run through our platform, we can layer our A.I. on top of the stream within our Dashboard which unlocks alerts, notifications, people & movement detection, and much more. Curious to see who was the last person who walked through your facility with an orange shirt on? You can find this footage with just a few clicks and in a matter of seconds. Samsara is much more than just a GPS or AVL provider, it is a platform where our customers can start slow and grow into our products and services from whatever starting point they wish and at their own pace. Samsara is often chosen because our customers know we are a tech company, first and foremost, that can move quickly and take feedback seriously to make the overall product better based on real-world problems our customers are sharing with us.<br><br>Samsara's offerings within in this proposal include vehicle telematics (everything from AVL to preventative maintenance to vehicle inspections and more), driver safety, asset tracking, mobile workflow, remote site visibility, and industrial process controls. All products can be included in an integrated, open, real-time, cloud platform. Samsara is offering products and services that span the following (please see attached master product list and product specification sheets for detailed information on pricing and capabilities):<br><br>Fleet<br>- Telematics<br>  - Real-time GPS Fleet Tracking<br>  - Fuel & Maintenance<br>  - Trailer Tracking | |

- Reefer Monitoring
- Equipment (powered and unpowered) Tracking
- Electric Vehicles

- Safety and Cameras
  - A.I. Dashcams
  - Driver Safety Programs
  - Coaching Workflows
  - Safety Event Review
- Connected Driver
  - Driver Workflow
  - Custom Documents
  - Messaging
  - Routing & Dispatch
  - Compliance
  - Driver Vehicle Inspection Reports (DVIR)
- Platform & Partnerships
  - Single Vendor Platform - consolidate and simplify your operations and vendors into one platform
  - App Marketplace - pre-built integrations with Samsara and your 3rd party apps
  - Experts Marketplace - get help from our verified integration and implementation experts
  - OEM Telematics - integrations with industry-leading OEMs such as John Deere, Caterpillar, Ford, International, Volvo, Mack
- Industry-Specific Solutions
  - Transportation & Logistics
  - Food & Beverage
  - Construction
  - Higher Education
  - K-12 School Transportation
  - State & Local Government
  - Passenger Transit
  - Field Service Fleets

Infrastructure

- SCADA - Samsara offers a cloud-based full end to end SCADA solution and can also be run alongside existing systems to make previously inaccessible data more actionable.
  - HMI Dashboards for Equipment, Oilfield, Wastewater, and Water Operations
  - Alarms & Notifications
  - Reporting
  - Mobile Access from anywhere to prevent downtime
  - Custom KPIs
- Industrial IOT
  - Remote Monitoring
  - Condition Monitoring
  - Industrial Gateways - Samsara Industrial Gateways provide a direct link between your equipment and our cloud-based remote monitoring platform. This seamless integration of hardware and software gives you out-of-the-box visibility, so you can monitor and control industrial equipment in the most remote locations.

Site Visibility

- Samsara Site Visibility integrates with existing security cameras for easy installation. Simply plug in the Site Gateway to your network and set up the cloud VMS (video management software) in under 10 minutes. In a few clicks, you can detect and add existing IP camera streams into the Samsara Dashboard. Use these streams to create custom views, share footage, and gain on-the-go visibility from your phone.
- Our hybrid-cloud architecture revolutionizes traditional video monitoring, combining on-the-go visibility with a powerful on-premise gateway and ruggedized, high-definition cameras. If customers already have their own cameras, we can integrate with those too.
- Our Site Gateway allows customers to automatically turn their existing IP cameras into an advanced AI camera in a matter of minutes.
- Key Benefits Include:
  - Access from anywhere - Everything you'd want from a security camera system, plus secure and granular user access from any web browser or from the mobile application.
  - Security - Immediately respond to unusual activity (such as theft) and reduce the time spent investigating. Have & find evidence easily when you need it. Intuitive timeline navigation and enhanced search features streamline incident investigation, such as a theft or a worker injury.
  - Safety - Leverage intelligent detection and powerful search to identify workplace hazards. Catch & prevent incidents in the moment. Be immediately notified of unusual or unsafe activity through intelligent detection and alerting—no need to actively monitor your security cameras.
  - Efficiency - Identify process or operational inefficiencies with powerful AI insights

| | | | |
|---|---|---|---|
| | | and proactive alerts. | |
| 65 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Please see the bulleted items listed in Table 14A line item 64 for the main categories and subcategories of the products and services offered by Samsara. | * |

### Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered * | Comments | |
|---|---|---|---|---|
| 66 | Fleet management information systems | (•) Yes ( ) No | Samsara's platform is able to be used as an FMIS for our customers. For those customers who are already using an existing FMIS such as something like an Assetworks, Samsara can integrate with these systems to do things such as but not limited to: syncing Samsara Vehicle Gateway and Asset Gateway data like trip history, engine runtimes, fault code analysis and odometer data, automatically trigger work orders to be created based on vehicle inspection reports and maintenance data in Samsara, and service requests can be sent directly to technicians. | * |
| 67 | Fleet technology related hardware solutions | (•) Yes ( ) No | Samsara makes builds and designs all of its own hardware (vehicle and asset gateways, dashcams, sensors, security cameras, industrial gateways and monitors, accessories, and more) and also builds all of its own software. This gives Samsara a unique edge because our products and software are extremely easy to use, seamlessly integrated, and help our customers consolidate platforms and simplify their operations. Our hardware and software are both created in house by badged Samsara Engineering and Development team members. | * |
| 68 | Fleet related software solutions | (•) Yes ( ) No | Samsara makes builds and designs all of its own hardware (vehicle and asset gateways, dashcams, sensors, security cameras, industrial gateways and monitors, accessories, and more) and also builds all of its own software. This gives Samsara a unique edge because our products and software are extremely easy to use, seamlessly integrated, and help our customers consolidate platforms and simplify their operations. Our hardware and software are both created in house by badged Samsara Engineering and Development team members. | * |
| 69 | Telematics, fleet monitoring, asset tracking, and geofencing solutions | (•) Yes ( ) No | All items listed are covered by Samsara's offering. | * |
| 70 | Motor pool and fleet sharing solutions | (•) Yes ( ) No | Samsara has worked with various cities, counties, and agencies with regard to supporting fleet pooling services in certain capacities. By using the Samsara Driver App, employees can submit digital documents to report reasons for vehicle use, passengers, odometer readings, or any other information you want to capture including pictures, barcode scans, signatures, and document scans. There are numerous ways to understand who is driving which vehicle in real-time: 1) by logging into a vehicle via the Samsara Driver App, 2) if using Samsara Dash Cams (CM32) they will assign drivers automatically as soon as they start a vehicle, 3) with RFID ID card readers and RFID cards, and 4) with bluetooth keychain tokens. | * |

| | | | |
|---|---|---|---|
| 71 | Integrated video solutions | (•) Yes<br>( ) No | Fast Company's 2020 World Changing Ideas Awards were announced in April 2020, honoring the businesses, policies, projects, and concepts that are actively engaged and deeply committed to flattening the curve when it comes to the climate crisis, social injustice, or economic inequality. A panel of eminent judges selected winners and finalists from a pool of more than 3,000 entries across transportation, education, food, politics, technology, and more. Samsara's AI Dash Cam received an honorable mention in the AI and Data category for its critical role in protecting drivers.<br><br>Additionally, specifically speaking about Samsara's integrated AI Dashcams, in September 2020 this product received two Gold Stevie 2020 International Business Awards for both the IoT Analytics Solution and the Hardware Solution of the Year. According to this year's Stevie® Award judges, Samsara's unified platform and customer-first approach differentiates the company from others in the market. Recent updates to the platform include advanced AI safety features, such as preventative in-cab alerts, and electric vehicle reporting capabilities. With Samsara, customers gain complete operational visibility, so they can save time, save money, and keep their workers safe. More than 3,800 nominations from organizations of all sizes and in virtually every industry were submitted this year for consideration in a wide range of categories. Stevie Award winners were determined by the average scores of more than 250 executives worldwide who participated in the judging process from July through early September. Samsara's dual-facing AI dash cam provides fleet managers with the information they need to protect their drivers and their fleet from incidents on the road. These cameras use embedded AI and real-time computing power to interpret road scenes and driver behavior to detect distraction, near collisions, tailgating, and traffic violations for even more visibility into safety incidents and risks. Simply put, these cameras save lives.<br><br>In addition to Samsara's award-winning Dashcams, we also offer our customers a Site Visibility solution, which is a hybrid Video Monitoring Solution that allows our customers to bring their existing security camera streams directly into Samsara's dashboard and layer Samsara's AI on top of the streams. This makes any ordinary IP camera an immediate AI-powered smart camera with a slew of features that were not previously available without Samsara. |

## Table 15: Industry Specific Questions

| Line Item | Question | Response * | |
|---|---|---|---|
| 72 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | If awarded, internal metrics will be developed and tracked within Samsara's internal CRM. Metrics such as total opportunities created tagged with Sourcewell as a path to purchase, win rate, and the scope of rollout provided in closed won deals would be tracked. This would be further broken down by region and segment, all the way to the individual rep level. These data points combined with other items are crucial for Samsara's continued growth as we continue to add headcount and expand our Public Sector teams. | * |
| 73 | Describe your approach to data privacy in regard to your proposed solution(s). | At Samsara, all of our products are built from the ground up with privacy in mind. We firmly believe that your data belongs to you and that protecting it is one of our most important responsibilities.<br><br>To that end, we hold data security and privacy to the highest standards and invest continuously in our infrastructure and processes to provide you with the most secure solutions in the industry. We're committed to being transparent about our security practices and helping you understand our approach.<br><br>Our Global Approach to Privacy:<br><br>Whether you operate in the United States or Europe, Samsara has you covered. We support compliance with GDPR and CCPA requirements, among others.<br><br>* European Union: Samsara supports compliance with the GDPR. The EU General Data Protection Regulation (GDPR), effective 25 May 2018, is a regulation that strengthens data protection for all individuals in the European Union (EU). The GDPR places requirements on the way organizations and companies must collect, store, and process personal data. It also addresses the movement of such personal data outside the EU and stipulates the controls and safeguards which must be in place to do so.<br><br>As a complete telematics solution, Samsara products must sometimes collect, store, and use an array of personal data, including video footage. When designing and improving our products and features, Samsara has carefully considered data protection in order to help ensure personal data is processed in accordance with its legal requirements. Data is therefore processed in a transparent way and is retained only as is necessary, with appropriate safeguards in place to secure and protect it. | |

Under the GDPR, Samsara will serve as the data processor in our customer relationships in order to process personal data provided by the customer. Under our agreements, customers will always have the power and control over their data. Within our products, Samsara also provides certain functionality to help customers with their compliance with applicable legal requirements.

Samsara has always believed in the importance of securely and thoughtfully handling customer data and will continue to protect customer data in accordance with all applicable legal requirements, including the GDPR.

For more information about how Samsara supports compliance with the GDPR in your region, please contact your representative for access to our privacy white papers for the United Kingdom and Ireland, Netherlands, Germany, France, and Spain. If you do not have a representative, please contact sales@samsara.com or reach out through our website.

* California: Samsara supports compliance with the CCPA. The California Consumer Privacy Act of 2018 (CCPA) was enacted into law on June 28, 2018, and many of its provisions went into effect on January 1, 2020. The CCPA grants California residents certain rights with respect to their ability to know and access the personal information that businesses collect about them. Those rights include the right to say no to the sale of their personal information. However, please note that Samsara does not sell personal information. Our Privacy Policy [https://www.samsara.com/support/privacy] describes how Samsara may collect and use personal data consistent with other CCPA-related rights when we act as a “business” (as defined under the CCPA).

When we process personal information provided by our customers, Samsara acts as a “service provider” (as defined under the CCPA). In that capacity, we only process and transfer the personal information of our customers and our customers’ end-users for the purpose of performing our rights and obligations under our existing contract(s) with our customers and for no other commercial purpose.

How We Protect PrivacyProduct:

Samsara’s products are designed to help customers balance their business needs against privacy needs. Our hardware and software products include customizable control measures, features and tools to protect customer data.

Samsara’s commitment to privacy is reflected in our products’ features and your ability to customize many of our products to fit your specific needs and country-specific regulations. For example, Samsara dashcams enable strong privacy controls for customers to utilize, including:

Limited data captured and uploaded: Only video relating to safety events and video specifically requested by a customer is stored on the cloud / available in the dashboard;

Limited data retention: only 40 to 60 hours of recorded footage is available on any dashcam by default, with customizable data-retention features for footage sent to the cloud;

Restricted data access: Customers can set permissions so videos may be viewed only on a need-to-know basis (for example, a customer may restrict viewing permissions to safety managers);

Strong security: Samsara uses industry standard standards and protocols to protect data in transit (including TLS 1.2 and 256 AES encryption) and at rest (including FIPS 140-2 compliant encryption standards);

Physical lens caps: to cover either inward-facing lens only or inward- and outward-facing lenses.

EU data center: EU-customers’ data is stored in Ireland using Amazon AWS, which is rated as the leader in cloud security by research firm Forrester.

Policies and Safeguards:

Samsara is committed to transparency around how we hold and use personal data. Company-wide policies, contractual terms and other safeguards emphasize our responsibility to protect customer data and to stay compliant with the law.

Privacy Policy: Samsara may collect personal data in support of its business. For more information about how Samsara may collect and use such personal data,

| | | | |
|---|---|---|---|
| | | please see our Privacy Policy.<br>DPA: Under the GDPR, Samsara will serve as the data processor for our customers, who in turn act as the data controller.<br>To learn more about how Samsara processes customer data as part of this controller-to-processor relationship and our customer contracts, please see our DPA here.<br>Data Transfers: To comply with EU data protection legislation on international data transfer mechanisms, we self-certify under the EU-US Privacy Shield and the Swiss-US Privacy Shield as set by the U.S. Department of Commerce. These frameworks were developed to establish a way for companies to comply with data protection requirements when transferring personal data from the European Union, UK, and Switzerland to the United States. To the extent these frameworks are deemed invalid or no longer apply to Samsara, we agree to abide by and process your data in accordance with the European Commission approved Standard Contractual Clauses we include within our Data Protection Addendum to provide adequate protection for such personal data transfers.<br>DPIA: The GDPR requires organizations to undertake a data protection impact assessment (DPIA) where using new technologies is likely to result in a high risk to individuals. Samsara can provide supporting materials to help demonstrate your compliance with carrying out such DPIAs where you believe they are required before using our products.<br>Marketing Communications: Samsara collects personal data for marketing purposes only pursuant to GDPR and other applicable local laws. Marketing communications are easily opted out of at any time via this page or through the unsubscribe feature on our emails.<br><br>Security:<br><br>Protecting our customers' privacy and respecting confidential information is fundamental to our core values. Samsara products are built from the ground up with security and privacy in mind. As part of our commitment to privacy and security, we've adopted the highest standards and also conduct regular audits pursuant to the Service Organization Controls (SOC 2) reporting process to ensure our customers' data is safe and available.<br><br>Security Practices: Samsara implements the highest industry standards for encryption, storage, privacy, network, and endpoint security.<br><br>Audits: Samsara regularly conducts security audits to ensure our systems are properly safeguarded. For example, our SOC 2 reports include descriptions of our software infrastructure and the processes we have in place to keep our customers' data safe and available. We also engage independent entities to conduct application-, infrastructure-, and hardware-level penetration tests at least annually.<br><br>Incident Response: We have implemented a data breach and incident response plan. In case of an incident involving your customer data, we will inform you per the terms of your agreement with us.<br><br>Learn More: To learn more about Samsara's commitment to upholding the highest security standards, please visit www.samsara.com/security | |

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Proposer's Affidavit**

## PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Adam Eltoukhy, General Counsel, Samsara Networks Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|---|---|
| **Addendum_10_Fleet_Mgmt_Tech_RFP_020221**<br>Tue January 26 2021 04:32 PM | ☑ | 2 |
| **Addendum_9_Fleet_Mgmt_Tech_RFP_020221**<br>Mon January 25 2021 05:09 PM | ☑ | 2 |
| **Addendum_8_Fleet_Mgmt_Tech_RFP_020221**<br>Wed January 20 2021 04:19 PM | ☑ | 1 |
| **Addendum_7_Fleet_Mgmt_Tech_RFP_020221**<br>Tue January 19 2021 12:21 PM | ☑ | 1 |
| **Addendum_6_Fleet_Mgmt_Tech_RFP_020221**<br>Mon January 18 2021 01:39 PM | ☑ | 1 |
| **Addendum_5_Fleet_Mgmt_Tech_RFP_020221**<br>Thu January 14 2021 01:16 PM | ☑ | 2 |
| **Addendum 4_Fleet_Mgmt_Tech_RFP_020221**<br>Thu January 14 2021 01:12 PM | ☑ | 3 |
| **Addendum 3_Fleet_Mgmt_Tech_RFP_020221**<br>Thu January 14 2021 01:05 PM | ☑ | 1 |
| **Addendum 2_Fleet_Mgmt_Tech_RFP_020221**<br>Fri January 8 2021 01:17 PM | ☑ | 1 |
| **Addendum 1_Fleet_Mgmt_Tech_RFP_020221**<br>Fri January 8 2021 01:17 PM | ☑ | 1 |

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# AMENDMENT #1
# TO
# CONTRACT # 020221-SAM

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Samsara Inc.** (Vendor).

Sourcewell awarded a contract to Vendor to provide Fleet Management Technologies with Related Software Solutions to Sourcewell and its Participating Entities, effective April 1, 2021, through March 26, 2025 (Contract).

The parties agree that Section 6.B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM of the Contract is deleted in its entirety and replaced with the following:

> ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. In order to purchase from Vendor under this Contract, Participating Entity agrees that its purchase order shall be subject to Vendor's then-current Terms of Service at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/. Additional terms and conditions to a purchase order or other required transaction documentation, in addition to such Terms of Service, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be worked out directly between the Participating Entity and the Vendor, but the Participating Entity agrees this Participating Addendum shall at least include such Terms of Service. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

Except as amended above, the Contract remains in full force and effect.

**Sourcewell**

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO

Date: 9/16/2023 | 10:31 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
48BAF71B0894454...
Chad Coauette, Executive Director/CEO

Date: 9/16/2023 | 9:52 PM CDT

**Samsara Inc.**

DocuSigned by:
By: Adam Eltoukhy
CA0F91C94F054E4...
Adam Eltoukhy

Title: Executive Vice President, Chief Legal Officer

Date: 9/15/2023 | 11:50 AM PDT

| 12 Months Service | | | | | |
|---|---|---|---|---|---|
| **Account** | **Division** | **Units** | **Cost per Unit** | **Cost per Division** | **% per Division** |
| 4110 | Administration | 9 | $ 564.00 | $ 5,076.00 | 4.3% |
| 4111 | G.I.S. | 2 | $ 564.00 | $ 1,128.00 | 0.9% |
| 4112 | Engineering | 13 | $ 564.00 | $ 7,332.00 | 6.2% |
| 4115 | Billing | 29 | $ 564.00 | $ 16,356.00 | 13.7% |
| 4116 | Asset Management | 1 | $ 564.00 | $ 564.00 | 0.5% |
| 4120 | Water Treatment | 26 | $ 564.00 | $ 14,664.00 | 12.3% |
| 4130 | Water Transmission | 55 | $ 564.00 | $ 31,020.00 | 26.1% |
| 4135 | Water Pollution Control | 10 | $ 564.00 | $ 5,640.00 | 4.7% |
| 4210 | Wastewater Treatment | 26 | $ 564.00 | $ 14,664.00 | 12.3% |
| 4220 | Wastewater Collection | 40 | $ 564.00 | $ 22,560.00 | 19.0% |
| | | 211 | | **$ 119,004.00** | **100.0%** |

| 2 Months Prorated Service | | | | | |
|---|---|---|---|---|---|
| **Account** | **Division** | **Units** | **Cost per Unit** | **Cost per Division** | **% per Division** |
| 4110 | Administration | 9 | $ 94.00 | $ 846.00 | 4.3% |
| 4111 | G.I.S. | 2 | $ 94.00 | $ 188.00 | 0.9% |
| 4112 | Engineering | 13 | $ 94.00 | $ 1,222.00 | 6.2% |
| 4115 | Billing | 29 | $ 94.00 | $ 2,726.00 | 13.7% |
| 4116 | Asset Management | 1 | $ 94.00 | $ 94.00 | 0.5% |
| 4120 | Water Treatment | 26 | $ 94.00 | $ 2,444.00 | 12.3% |
| 4130 | Water Transmission | 55 | $ 94.00 | $ 5,170.00 | 26.1% |
| 4135 | Water Pollution Control | 10 | $ 94.00 | $ 940.00 | 4.7% |
| 4210 | Wastewater Treatment | 26 | $ 94.00 | $ 2,444.00 | 12.3% |
| 4220 | Wastewater Collection | 40 | $ 94.00 | $ 3,760.00 | 19.0% |
| | | | | **$ 19,834.00** | **100.0%** |

| | | |
|---|---|---|
| Shipping and handling | **$** | **898.00** |
| Total Initial Service for 12 Months | **$** | **139,736.00** |

## City Council

**Meeting Date:** 8/5/2024 **Consent Agenda 60.**

### SUBJECT
Consideration to renew annual service contract FY21-082 with Eurofins Xenco LLC, Stafford, Texas in an amount up to $350,000.00 to provide laboratory analytical services for water and wastewater samples in accordance to Environmental Protection Agency (EPA) approved standard methods. Sample testing is done on a daily, monthly, quarterly, and annual basis. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be renewed one additional one year extension period, upon mutual agreement of the parties. Funding is available in the Waterworks and Sewer System Funds.

### PREVIOUS COUNCIL ACTION
Approved a one-year contract on August 7, 2023.

### BACKGROUND
This annual service contract establishes pricing for laboratory analytical services for water and wastewater samples for the Utilities Department. The testing laboratory is currently responsible for sample handling, analysis, and reporting on a wide range of environmental parameters in soil, water, and sludge samples for both water and wastewater applications. There was no price increase during the last extension period. This is the second of three extension periods. The term of this contract shall be for a period of one year beginning as of the date of its execution. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Tables under contract:

Table AA-Wastewater Sampling Events
Table AA-Miscellaneous Sampling Groups
Table A-Sludge Permit
Table B-Sludge TCLP (as per 40 CFR 261)
Table C-Sludge Pathogens
Table D-Soil
Table E-W.W. Groundwater Group A
Table F-W.W. Groundwater Group B
Table G-W.W. Metals
Table H-Root Zone Nutrients
Table I-W.W. Priority Pollutants
Table J- W.T. Metal Groups A
Table K-W.T. Metal Groups B
Table L-W.T. Pesticides/Herbicides
Table M-W.T. TTHM
Table N-W.T. HAA
Table O-W.T. TOC
Table OO-W.T. SUVA
Table OOO-W.T. SUVA
Table P-W.T. Radionuclides
Table Q-W.W. Process Control
Table R-W.T. Ion Analysis
Table S-Microbiology
Table T-Industrial Pretreatment
Table U-Storm Water Multisector Permit

A complete bid tabulation is attached.

**COMMITTEE RECOMMENDATION**
None.

**STAFF RECOMMENDATION**
Approval of motion.

## Fiscal Impact

| | |
|---|---|
| Fiscal Year: | 2024 |
| Budgeted Y/N?: | Yes |
| Source of Funds: | Waterworks and Sewer System funds |
| Account #: | 559-4210-533-5514 & 557-4120-533-5514 |
| Change Order: Exceeds 25% Y/N: | No |

**FINANCIAL IMPACT:**
The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

| | | | | Eurofins Xenco, LLC | |
|---|---|---|---|---|---|
| | | | | Total Price | $150,205.60 |
| Line # | Description | QTY | UOM | Unit | Extended |
| 1 | Table AA - Wastewater Sampling Events | 1 | PKG | **$40,778.00** | $40,778.00 |
| 1.1 | Sludge Permit | 16 | EA / Year | **$294.00** | |
| 1.2 | Sludge TCLP | 6 | EA / Year | **$555.00** | |
| 1.3 | Sludge Pathogens | 4 | EA / Year | **$60.00** | |
| 1.4 | Soil | 18 | EA / Year | **$310.00** | |
| 1.5 | W. W. Groundwater Group A | 32 | EA / Year | **$261.00** | |
| 1.6 | W. W. Groundwater Group B | 16 | EA / Year | **$218.00** | |
| 1.7 | W. W. Metals | 40 | EA / Year | **$102.00** | |
| 1.8 | Root Zone Nutrients | 12 | EA / Year | **$112.00** | |
| 1.9 | Priority Pollutants | 12 | EA / Year | **$805.00** | |
| 2 | Table AA - Water Sampling Events | 1 | PKG | **$19,960.00** | $19,960.00 |
| 2.1 | W. T. Metals Group A | 12 | EA / Year | **$48.00** | |
| 2.2 | W. T. Metals Group B | 12 | EA / Year | **$62.00** | |
| 2.3 | W. T. Pesticides / Herbicides | 12 | EA / Year | **$250.00** | |
| 2.4 | T.T.H.M. | 24 | EA / Year | **$70.00** | |
| 2.5 | H.A.A.-5 | 24 | EA / Year | **$200.00** | |
| 2.6 | T.O.C. | 48 | EA / Year | **$25.00** | |
| 2.7 | SUVA | 48 | EA / Year | **$160.00** | |
| 2.8 | Radionuclides Total, a and | 2 | EA / Year | **$140.00** | |
| 3 | Table AA - Miscellaneous Sampling Groups | 1 | PKG | **$84,814.00** | $84,814.00 |
| 3.1 | W.W. Permit & Process Control | 365 | EA / Year | **$190.00** | |
| 3.2 | W.T. Ion Analysis | 12 | EA / Year | **$162.00** | |
| 3.3 | Microbiology | 32 | EA / Year | **$240.00** | |
| 3.4 | Industrial Pretreatment | 20 | EA / Year | **$270.00** | |
| 3.5 | Storm Water Multi-Sector Permit | 4 | EA / Year | **$110.00** | |
| 4 | Table A - Sludge Permit | 1 | PKG | **$294.00** | $294.00 |
| 4.1 | Arsenic, Total | 1 | mg/Kg | **$8.00** | |
| 4.2 | Cadmium, Total | 1 | mg/Kg | **$8.00** | |
| 4.3 | Chromium, Total | 1 | mg/Kg | **$8.00** | |
| 4.4 | Copper, Total | 1 | mg/Kg | **$8.00** | |
| 4.5 | Lead, Total | 1 | mg/Kg | **$8.00** | |
| 4.6 | Molybdenum, Total | 1 | mg/Kg | **$8.00** | |
| 4.7 | Nickel, Total | 1 | mg/Kg | **$8.00** | |
| 4.8 | Selenium, Total | 1 | mg/Kg | **$8.00** | |
| 4.9 | Silver, Total | 1 | mg/Kg | **$8.00** | |
| 4.10 | Zinc, Total | 1 | mg/Kg | **$8.00** | |
| 4.11 | Mercury | 1 | mg/Kg | **$22.00** | |
| 4.12 | Phosphorus | 1 | mg/Kg | **$8.00** | |
| 4.13 | Potassium | 1 | mg/Kg | **$8.00** | |
| 4.14 | Corrosivity (pH – liquids) | 1 | s.u | **$8.00** | |
| 4.15 | Specific Gravity | 1 | 25'C | **$8.00** | |
| 4.16 | Total Volatile Solids | 1 | % | **$15.00** | |
| 4.17 | Total Solids | 1 | % | **$15.00** | |
| 4.18 | Ammonia Nitrogen (NH3-N) | 1 | mg/Kg | **$25.00** | |

| | | | | | |
|---|---|---|---|---|---|
| 4.19 | Nitrate Nitrogen (NO3-N) | 1 | mg/Kg | **$15.00** | |
| 4.20 | Total Nitrogen Kjeldahl (TKN) | 1 | mg/Kg | **$30.00** | |
| 4.21 | Total PCB's | 1 | mg/Kg | **$60.00** | |
| 4.22 | Extraction, Extract Clean Up, Determination | 1 | | $0.00 | |
| 5 | Table B Sludge TCLP (as per 40 CFR 261 Appendix II & Part 268 Appendix I) (contaminants listed Table 1, 40 CFR section 261.24) | 1 | PKG | **$555.00** | $555.00 |
| 5.1 | Metals | 1 | mg/L | **$85.00** | |
| 5.2 | Pesticides | 1 | g/L | **$120.00** | |
| 5.3 | Herbicides | 1 | g/L | **$130.00** | |
| 5.4 | Volatile Organics | 1 | g/L | **$70.00** | |
| 5.5 | Semi -Volatile Organics | 1 | g/L | **$150.00** | |
| 6 | Table C - Sludge Pathogens | 1 | PKG | **$60.00** | $60.00 |
| 6.1 | Fecal Coliforms | 1 | MPN | **$60.00** | |
| 7 | Table D - Soil | 1 | PKG | **$310.00** | $310.00 |
| 7.1 | Cationic Exchange Capacity | 1 | meq/100g | **$40.00** | |
| 7.2 | Arsenic, Total | 1 | mg/Kg | **$8.00** | |
| 7.3 | Cadmium, Total | 1 | mg/Kg | **$8.00** | |
| 7.4 | Chromium, Total | 1 | mg/Kg | **$8.00** | |
| 7.5 | Copper, Total | 1 | mg/Kg | **$8.00** | |
| 7.6 | Lead, Total | 1 | mg/Kg | **$8.00** | |
| 7.7 | Nickel, Total | 1 | mg/Kg | **$8.00** | |
| 7.8 | Silver, Total | 1 | mg/Kg | **$8.00** | |
| 7.9 | Zinc, Total | 1 | mg/Kg | **$8.00** | |
| 7.10 | Mercury | 1 | mg/Kg | **$22.00** | |
| 7.11 | Phosphorus | 1 | mg/Kg | **$8.00** | |
| 7.12 | Potassium | 1 | mg/Kg | **$8.00** | |
| 7.13 | pH | 1 | s.u. | **$8.00** | |
| 7.14 | Total Volatile Solids | 1 | % | **$15.00** | |
| 7.15 | Total Solids | 1 | % | **$15.00** | |
| 7.16 | Ammonia Nitrogen | 1 | mg/Kg | **$25.00** | |
| 7.17 | Nitrate Nitrogen | 1 | mg/Kg | **$15.00** | |
| 7.18 | Total Nitrogen Kjeldahl (TKN) | 1 | mg/Kg | **$30.00** | |
| 7.19 | Total PCB's | 1 | mg/Kg | **$60.00** | |
| 7.20 | Extraction, Extract Clean Up, Determination 3540 / 3550; 3620 / 3640 / 3650; 8080 | 1 | | $0.00 | |
| 8 | Table E WW Groundwater Group A | 1 | PKG | **$261.00** | $261.00 |
| 8.1 | Fecal Coliforms | 1 | CFU/100 ml | **$60.00** | |
| 8.2 | Total Alkalinity | 1 | mg/L CaCO3 | **$15.00** | |
| 8.3 | Conductivity | 1 | mho/cm | **$8.00** | |
| 8.4 | pH | 1 | S.U. | **$8.00** | |
| 8.5 | Total Dissolved Solids | 1 | mg/L | **$15.00** | |
| 8.6 | Sulfate (SO4) | 1 | mg/L | **$15.00** | |
| 8.7 | Chloride (Cl) | 1 | mg/L | **$15.00** | |
| 8.8 | Phosphorus | 1 | mg/L | **$30.00** | |

| | | | | | |
|---|---|---|---|---|---|
| 8.9 | Total Nitrogen Kjeldahl (TKN) | 1 | mg/L | **$30.00** | |
| 8.10 | Ammonia Nitrogen (NH3-N) | 1 | mg/L | **$25.00** | |
| 8.11 | Nitrate Nitrogen (NO3-N) | 1 | mg/L | **$15.00** | |
| 8.12 | Total Organic Carbon | 1 | mg/L | **$25.00** | |
| 9 | Table F WW Groundwater Group B | 1 | PKG | **$218.00** | $218.00 |
| 9.1 | Cadmium | 1 | mg/L | **$8.00** | |
| 9.2 | Copper | 1 | mg/L | **$8.00** | |
| 9.3 | Lead | 1 | mg/L | **$8.00** | |
| 9.4 | Nickel | 1 | mg/L | **$8.00** | |
| 9.5 | Potassium | 1 | mg/L | **$8.00** | |
| 9.6 | Zinc | 1 | mg/L | **$8.00** | |
| 9.7 | COD | 1 | mg/L | **$15.00** | |
| 9.8 | Phenolics | 1 | mg/L | **$25.00** | |
| 9.9 | TOX | 1 | mg/L | **$70.00** | |
| 9.10 | Total PCBs | 1 | mg/L | **$60.00** | |
| | | | | | |
| 9.11 | Extraction, Extract Clean Up, Determination: | | | | |
| | 3540 / 3550; 3620 / 3640 / 3650; 8080 | 1 | | $0.00 | |
| 10 | Table G W. W. Metals | 1 | PKG | **$102.00** | $102.00 |
| 10.1 | Antimony, Total | 1 | mg/L | **$8.00** | |
| 10.2 | Barium, Total | 1 | mg/L | **$8.00** | |
| 10.3 | Lead, Total | 1 | mg/L | **$8.00** | |
| 10.4 | Nickel, Total | 1 | mg/L | **$8.00** | |
| 10.5 | Silicon, Total | 1 | mg/L | **$8.00** | |
| 10.6 | Chromium, Total | 1 | mg/L | **$8.00** | |
| 10.7 | Copper, Total | 1 | mg/L | **$8.00** | |
| 10.8 | Mercury, Total | 1 | mg/L | **$22.00** | |
| 10.9 | Arsenic, Total | 1 | mg/L | **$8.00** | |
| 10.10 | Cadmium, Total | 1 | mg/L | **$8.00** | |
| 10.11 | Silver, Total | 1 | mg/L | **$8.00** | |
| 11 | Table H Root Zone Nutrients | 1 | PKG | **$112.00** | $112.00 |
| 11.1 | pH | 1 | S.U. | **$8.00** | |
| 11.2 | Potassium | 1 | mg/kg | **$8.00** | |
| 11.3 | Phosphorus | 1 | mg/kg | **$8.00** | |
| 11.4 | Total Nitrogen | 1 | mg/kg | **$35.00** | |
| 11.5 | Conductivity | 1 | mho/cm | **$8.00** | |
| 11.6 | Nitrogen, Nitrate Total (as N) | 1 | mg/K | **$15.00** | |
| 11.7 | Nitrogen, Kjeldahl Total (as N) | 1 | mg/K | **$30.00** | |
| 12 | Table I W. W. Priority Pollutants | 1 | PKG | **$955.00** | $955.00 |
| 12.1 | Aluminum, Total | 1 | g/L | **$8.00** | |
| 12.2 | Antimony, Total | 1 | g/L | **$8.00** | |
| 12.3 | Arsenic, Total | 1 | g/L | **$8.00** | |
| 12.4 | Barium, Total | 1 | g/L | **$8.00** | |
| 12.5 | Beryllium, Total | 1 | g/L | **$8.00** | |
| 12.6 | Cadmium, Total | 1 | g/L | **$8.00** | |
| 12.7 | Chromium, Total | 1 | g/L | **$8.00** | |
| 12.8 | Hex Chromium | 1 | g/L | **$25.00** | |
| 12.9 | Copper, Total | 1 | g/L | **$8.00** | |

| | | | | | |
|---|---|---|---|---|---|
| 12.10 | Cyanide, Total | 1 | g/L | **$25.00** | |
| 12.11 | Lead, Total | 1 | g/L | **$8.00** | |
| 12.12 | Manganese, Total | 1 | g/L | **$8.00** | |
| 12.13 | Mercury, Total | 1 | g/L | **$22.00** | |
| 12.14 | Molybdenum, Total | 1 | g/L | **$8.00** | |
| 12.15 | Nickel, Total | 1 | g/L | **$8.00** | |
| 12.16 | Phenol, Total Recoverable | 1 | g/L | **$25.00** | |
| 12.17 | Selenium, Total | 1 | g/L | **$8.00** | |
| 12.18 | Silver, Total | 1 | g/L | **$8.00** | |
| 12.19 | Thallium, Total | 1 | g/L | **$8.00** | |
| 12.20 | Zinc, Total | 1 | g/L | **$8.00** | |
| 12.21 | Acid Digestion, Total Metals | 1 | g/L | $0.00 | |
| 12.22 | Concentrate ICAP Sx 2x Prior to Analysis | 1 | g/L | $0.00 | |
| 12.23 | Extraction Chlorides Pesticides / PCBs Continuous Liquid Liquid Extraction | 1 | g/L | $0.00 | |
| 12.24 | Extraction Semi-volatile Compounds Continuous Liquid Liquid Extraction | 1 | g/L | $0.00 | |
| 12.25 | Pesticides / PCBs (25 Organochlorine) | 1 | g/L | **$140.00** | |
| 12.26 | Semi-volatile Organics (56) | 1 | g/L | **$150.00** | |
| 12.27 | Semi-volatile Organics (56) | 1 | g/L | **$150.00** | |
| 12.28 | Semi-volatile Organics-Non Standard List 1,2-Diphenylhydrazine as Azobenzene | 1 | g/L | **$150.00** | |
| 12.29 | Volatile Organics (27) | 1 | g/L | **$70.00** | |
| 12.30 | Volatile Organics Non Standard List (2) | 1 | g/L | **$70.00** | |
| 13 | Table J W. T. Metals Group A | 1 | PKG | **$48.00** | $48.00 |
| 13.1 | Arsenic, Total | 1 | g/L | **$8.00** | |
| 13.2 | Barium, Total | 1 | g/L | **$8.00** | |
| 13.3 | Cadmium, Total | 1 | g/L | **$8.00** | |
| 13.4 | Chromium, Total | 1 | g/L | **$8.00** | |
| 13.5 | Copper, Total | 1 | g/L | **$8.00** | |
| 13.6 | Iron, Total | 1 | g/L | **$8.00** | |
| 14 | Table K W. T. Metals Group B | 1 | PKG | **$62.00** | $62.00 |
| 14.1 | Lead, Total | 1 | mg/L | **$8.00** | |
| 14.2 | Manganese, Total | 1 | mg/L | **$8.00** | |
| 14.3 | Mercury, Total | 1 | mg/L | **$22.00** | |
| 14.4 | Selenium, Total | 1 | mg/L | **$8.00** | |
| 14.5 | Silver, Total | 1 | g/L | **$8.00** | |
| 14.6 | Zinc, Total | 1 | mg/L | **$8.00** | |
| 15 | Table L W. T. Pesticides / Herbicides | 1 | PKG | **$250.00** | $250.00 |
| 15.1 | Herbicides (Method Full List) | 1 | Each | **$130.00** | |
| 15.2 | Pesticides (Method Full List) | 1 | Each | **$120.00** | |
| 16 | Table M W. T. TTHM | 1 | PKG | **$70.00** | $70.00 |
| 16.1 | Bromoform | 1 | g/L | No Response | |
| 16.2 | Chloroform | 1 | g/L | No Response | |
| 16.3 | Bromodichloromethane | 1 | g/L | No Response | |
| 16.4 | Dibromochloromethane | 1 | g/L | No Response | |
| 16.5 | Total Trihalomethanes | 1 | g/L | **$70.00** | |

| | | | | | |
|---|---|---|---|---|---|
| 17 | Table N – W. T. HAA - 5 | 1 | PKG | **$200.00** | $200.00 |
| 17.1 | Chloroacetic acid | 1 | g/L | No Response | |
| 17.2 | Dichloroacetic acid | 1 | g/L | No Response | |
| 17.3 | Trichloroacetic acid | 1 | g/L | No Response | |
| 17.4 | Bromoacetic acid | 1 | g/L | No Response | |
| 17.5 | Dibromoacetic acid | 1 | g/L | No Response | |
| 17.6 | Total regulated Haloacetic acids | 1 | g/L | **$200.00** | |
| 17.7 | Bromochloroacetic acid | 1 | g/L | No Response | |
| 18 | Table O – W. T. TOC | 1 | PKG | **$25.00** | $25.00 |
| 18.1 | Total Organic Carbon | 1 | mg/L | **$25.00** | |
| 19 | Table OO– W. T.Distribution- Lead & Copper | 1 | PKG | **$18.00** | $18.00 |
| 19.1 | Lead, Total | 1 | mg/L | **$9.00** | |
| 19.2 | Copper, Total | 1 | mg/L | **$9.00** | |
| 20 | Table OOO- W.T. SUVA | 1 | PKG | **$1.60** | $1.60 |
| 20.1 | Specific Ultraviolet Absorption (SUVA) | 0.01 | L/mg-M | **$160.00** | |
| 21 | Table P – W. T. Radionuclides | 1 | PKG | **$140.00** | $140.00 |
| 21.1 | Radionuclides, Gross a | 1 | pCi/L | $0.00 | |
| 21.2 | Radionuclides, Gross | 1 | pCi/L | $0.00 | |
| 21.3 | Radionuclides, Total | 1 | pCi/L | **$140.00** | |
| 22 | Table Q W. W. Permit Process Control | 1 | PKG | **$190.00** | $190.00 |
| 22.1 | **B.O.D. - 5 | 1 | mg/L | **$30.00** | |
| 22.2 | C.B.O.D. - 5 | 1 | mg/L | **$30.00** | |
| 22.3 | ***Total Suspended Solids | 1 | mg/L | **$15.00** | |
| 22.4 | Volatile Suspended Solids | 1 | mg/L | **$15.00** | |
| 22.5 | ****Ammonia as Nitrogen | 1 | mg/L | **$25.00** | |
| 22.6 | Fecal coliform | 1 | Cfu/100 ml | **$60.00** | |
| 22.7 | Chemical Oxygen demand | 1 | mg/L | **$15.00** | |
| 23 | Table R W. T. Ion Analysis | 1 | PKG | **$162.00** | $162.00 |
| 23.1 | Fluoride | 1 | mg/L | **$15.00** | |
| 23.2 | Bromide | 1 | mg/L | **$15.00** | |
| 23.3 | Nitrite | 1 | mg/L | **$15.00** | |
| 23.4 | Nitrate | 1 | mg/L | **$15.00** | |
| 23.5 | Ortho-Phosphate | 1 | mg/L | **$15.00** | |
| 23.6 | Sulfate | 1 | mg/L | **$15.00** | |
| 23.7 | Chloride | 1 | mg/L | **$15.00** | |
| 23.8 | Sodium | 1 | mg/L | **$8.00** | |
| 23.9 | Potassium | 1 | mg/L | **$8.00** | |
| 23.10 | Magnesium | 1 | mg/L | **$8.00** | |
| 23.11 | Ammonium | 1 | mg/L | **$25.00** | |
| 23.12 | Calcium | 1 | mg/L | **$8.00** | |
| 24 | Table S – Microbiology | 1 | PKG | **$240.00** | $240.00 |
| 24.1 | Total Coliforms | 1 | Each | **$60.00** | |
| 24.2 | Fecal Coliforms | 1 | Each | **$60.00** | |
| 24.3 | Chromogenic Substrate Total Coliforms | 1 | Each | **$60.00** | |
| 24.4 | Fluorogenic Substrate Fecal Coliforms (E. coli) | 1 | Each | **$60.00** | |
| 25 | Table T Industrial Pretreatment | 1 | PKG | **$270.00** | $270.00 |

| | | | | | |
|---|---|---|---|---|---|
| 25.1 | Fats, Oils Grease (FOG) | 1 | Each | **$50.00** | |
| 25.2 | TOC (Total Organic Carbon) | 1 | Each | **$25.00** | |
| 25.3 | TOX (Total Organic Halides) | 1 | Each | **$70.00** | |
| 25.4 | B-TEX | 1 | Each | **$35.00** | |
| 25.5 | TPH (Total Petroleum Hydrocarbons) | 1 | Each | **$40.00** | |
| 25.6 | Cyanide | 1 | Each | **$25.00** | |
| 25.7 | Phenols | 1 | Each | **$25.00** | |
| 26 | Table U Storm Water Multi-sector General Permit | 1 | PKG | **$110.00** | $110.00 |
| 26.1 | Arsenic | 1 | mg/L | **$8.00** | |
| 26.2 | Barium | 1 | mg/L | **$8.00** | |
| 26.3 | Cadmium | 1 | mg/L | **$8.00** | |
| 26.4 | Chromium | 1 | mg/L | **$8.00** | |
| 26.5 | Copper | 1 | mg/L | **$8.00** | |
| 26.6 | Lead | 1 | mg/L | **$8.00** | |
| 26.7 | Manganese | 1 | mg/L | **$8.00** | |
| 26.8 | Mercury | 1 | mg/L | **$22.00** | |
| 26.9 | Nickel | 1 | mg/L | **$8.00** | |
| 26.10 | Selenium | 1 | mg/L | **$8.00** | |
| 26.11 | Silver | 1 | mg/L | **$8.00** | |
| 26.12 | Zinc | 1 | mg/L | **$8.00** | |

# City of Laredo
# Purchasing Division
## RENEWAL NOTICE

July 10, 2024

Mr. Neil Rodrigue
Eurofins Xenco, LLC.
4147 Greenbriar Drive
Stafford, Texas 77477

Re: FY21-082 Laboratory Analytical Services
Extension II

Dear Mr. Rodrigue,

This is to inform you that the renewal for contract FY21-082 which was approved by the City Council on August 2, 2021 is up for renewal. This is the second of three one-year extension periods. Please advise if you wish to renew this contract.

Contract Pricing

Table AA Wastewater Sampling Events
Table AA Miscellaneous Sampling Groups
Table A-Sludge Permit
Table B-Sludge TCLP (as per 40 CFR 261 Appendix II)
Table C-Sludge Pathogens
Table D-Soil
Table E- W.W. Groundwater Group A
Table F- W.W. Groundwater Group B
Table G- W.W. Metals
Table H-Root Zone Nutrients
Table I-W.W. Priority Pollutants
Table J-W.T. Metals Group A
Table K – W.T. Metals Group B
Table L- W.T. Pesticides/Herbicides
Table M- W.T. TTHM
Table N- W.T. HAA
Table O- W.T. TOC
Table OO- W.T. SUVA
Table OOO- W.T. SUVA
Table P- W.T. Radionuclides
Table Q- W.W. Process Control
Table R- W.T. Ion Analysis
Table S- Microbiology
Table T- Industrial Pretreatment
Table U- Storm Water Multi-sector General Permit

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Eurofins Xenco

Accept X Reject _____

Authorized Signature: _____

Print Name: Ruben Builes

Date: 7/15/2024

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1733 Fax 790-1805

# City of Laredo
# Purchasing Division
## LETTER OF AWARD

August 8, 2023

Mr. Neil Rodrigue
Eurofins Xenco, LLC.
4147 Greenbriar Drive
Stafford, Texas 77477

Re: FY21-082 Laboratory Analytical Services
Extension I

Dear Mr. Rodrigue,

This is to inform you that the contract renewal for FY21-082 was approved by the City Council on August 7, 2023. The term of this contract shall be for a period of one year. This is the first of three extension periods.

Contract Pricing

Table AA Wastewater Sampling Events
Table AA Miscellaneous Sampling Groups
Table A-Sludge Permit
Table B-Sludge TCLP (as per 40 CFR 261 Appendix II)
Table C-Sludge Pathogens
Table D-Soil
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Table F- W.W. Groundwater Group B
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Table H-Root Zone Nutrients
Table I-W.W. Priority Pollutants
Table J-W.T. Metals Group A
Table K – W.T. Metals Group B
Table L- W.T. Pesticides/Herbicides
Table M- W.T. TTHM
Table N- W.T. HAA
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Table OOO- W.T. SUVA
Table P- W.T. Radionuclides
Table Q- W.W. Process Control
Table R- W.T. Ion Analysis
Table S- Microbiology
Table T- Industrial Pretreatment
Table U- Storm Water Multi-sector General Permit

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

**City Council-Regular**
**Meeting Date:** 08/07/2023
**Initiated By:** Rosario Cabello, Deputy City Manager
**Staff Source:** Arturo Garcia Jr., P.E., Utilities Department Director, Mark DeMay, Finance Department Director, Miguel A. Pescador, Purchasing Agent

## SUBJECT

Consideration to renew annual service contract FY21-082 with Eurofins Xenco LLC., Stafford, Texas in an amount up to $350,000.00 to provide laboratory analytical services for water and wastewater samples in accordance to Environmental Protection Agency (EPA) approved standard methods. Sample testing is done on a daily, monthly, and quarterly basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be renewed two (2) additional one (1) year extension periods, upon mutual agreement of the parties. Funding is available in the Utilities Department Waterworks and Sewer System funds.

## VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

## PREVIOUS COUNCIL ACTION

Approved a two-year contract on 8/2/21.

## BACKGROUND

This annual service contract establishes pricing for laboratory analytical services for water and wastewater samples for the Utilities Department. The testing laboratory is currently responsible for sample handling, analysis, and reporting on a wide range of environmental parameters in soil, water, and sludge samples for both water and wastewater applications. There was no price increase during the last extension period. This is the first of three extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall

bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

**Tables under contract**

Table AA Wastewater Sampling Events
Table AA Miscellaneous Sampling Groups
Table A-Sludge Permit
Table B-Sludge TCLP (as per 40 CFR 261 Appendix II)
Table C-Sludge Pathogens
Table D-Soil
Table E- W.W. Groundwater Group A
Table F- W.W. Groundwater Group B
Table G- W.W. Metals
Table H-Root Zone Nutrients
Table I-W.W. Priority Pollutants
Table J-W.T. Metals Group A
Table K – W.T. Metals Group B
Table L- W.T. Pesticides/Herbicides
Table M- W.T. TTHM
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Table O- W.T. TOC
Table OO- W.T. SUVA
Table OOO- W.T. SUVA
Table P- W.T. Radionuclides
Table Q- W.W. Process Control
Table R- W.T. Ion Analysis
Table S- Microbiology
Table T- Industrial Pretreatment
Table U- Storm Water Multi-sector General Permit

A complete bid tabulation is attached.

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that this contract be renewed.

---

| | **Fiscal Impact** |
|---|---|
| **Fiscal Year:** | 2023 |
| **Bugeted Y/N?:** | Yes |
| **Source of Funds:** | |
| **Account #:** | 559-4210-533-5514 |
| **Change Order: Exceeds 25% Y/N:** | |

**FINANCIAL IMPACT:**

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

| | |
|---|---|
| **Fiscal Year:** | 2023 |
| **Bugeted Y/N?:** | Yes |
| **Source of Funds:** | |
| **Account #:** | 557-4120-533-5514 |
| **Change Order: Exceeds 25% Y/N:** | |
| **FINANCIAL IMPACT:** | |

**Attachments**

Bid Tab FY21-082
Contract FY21-082

# City of Laredo
# Purchasing Division
## RENEWAL NOTICE

July 20, 2023

Mr. Neil Rodrigue
Eurofins Xenco, LLC.
4147 Greenbriar Drive
Stafford, Texas 77477

Re: FY21-082 Laboratory Analytical Services
Extension I

Dear Mr. Rodrigue,

This is to inform you that the renewal for contract FY21-082 which was approved by the City Council on August 2, 2021 is up for renewal. This is the first of three one-year extension periods. Please advise if you wish to renew this contract.

Contract Pricing

Table AA Wastewater Sampling Events
Table AA Miscellaneous Sampling Groups
Table A-Sludge Permit
Table B-Sludge TCLP (as per 40 CFR 261 Appendix II)
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Table Q- W.W. Process Control
Table R- W.T. Ion Analysis
Table S- Microbiology
Table T- Industrial Pretreatment
Table U- Storm Water Multi-sector General Permit

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Eurofins Xenco

Accept X Reject _____

Authorized Signature: Christina M. Godines

Print Name: Christina Godines

Date: 7/21/2023

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1733 Fax 790-1805

# City of Laredo
# Purchasing Division
## LETTER OF AWARD

August 3, 2021

Mr. Neil Rodrigue
Eurofins Xenco, LLC.
4147 Greenbriar Drive
Stafford, Texas 77477

Re: FY21-082 Laboratory Analytical Services
Approved by City Council August 2, 2021

Dear Mr. Rodrigue,

This is to inform you that contract FY21-082 was approved by the City Council on August 2, 2021. The term of this contract shall be for a period of two years. This contract has three one-year extension periods.

Contract Pricing

Table AA Wastewater Sampling Events
Table AA Miscellaneous Sampling Groups
Table A-Sludge Permit
Table B-Sludge TCLP (as per 40 CFR 261 Appendix II)
Table C-Sludge Pathogens
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Table P- W.T. Radionuclides
Table Q- W.W. Process Control
Table R- W.T. Ion Analysis
Table S- Microbiology
Table T- Industrial Pretreatment
Table U- Storm Water Multi-sector General Permit

**Statutory Requirement to File Form 1295**:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a copy to mpescador@ci.laredo.tx.us If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

**City Council**
**Meeting Date:** 08/02/2021
**Initiated By:** Riazul Mia, Assistant City Manager
**Staff Source:** Arturo Garcia Jr., P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

## SUBJECT

**Dynamic and Sustainable**

Consideration to award a two (2) year service contract FY21-082 tothe sole bidder Eurofins Xenco LLC., Stafford, Texas in an amount up to $350,000.00 to provide laboratory analytical services for water and wastewater samples in accordance to Environmental Protection Agency (EPA) approved standard methods. Sample testing is done on a daily, monthly, and quarterly basis. The term of this contract shall be for a period of two (2) years beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract can be renewed three (3) additional one (1) year extension periods, upon mutual agreement of the parties. Funding is available in the Utilities Department Budget, Water and Wastewater Treatment Divisions.

## VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

## PREVIOUS COUNCIL ACTION

None.

## BACKGROUND

The City received one (1) bid through Cit-E-Bid for awarding an annual service contract to provide laboratory analytical services for water and wastewater samples for the Utilities Department. The testing laboratory is currently responsible for sample handling, analysis, and reporting on a wide range of environmental parameters in soil, water, and sludge samples for both water and wastewater applications.

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by

the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

**Tables under contract**

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Table G- W.W. Metals
Table H-Root Zone Nutrients
Table I-W.W. Priority Pollutants
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Table N- W.T. HAA
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Table P- W.T. Radionuclides
Table Q- W.W. Process Control
Table R- W.T. Ion Analysis
Table S- Microbiology
Table T- Industrial Pretreatment
Table U- Storm Water Multi-sector General Permit

A complete bid tabulation is attached.

**COMMITTEE RECOMMENDATION**
None.

**STAFF RECOMMENDATION**
It is recommended that this contract be approved.

| | **Fiscal Impact** |
|---|---|
| **Fiscal Year:** | 2021 |
| **Bugeted Y/N?:** | Yes |
| **Source of Funds:** | |
| **Account #:** | 559-4210-533-5514 |

**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

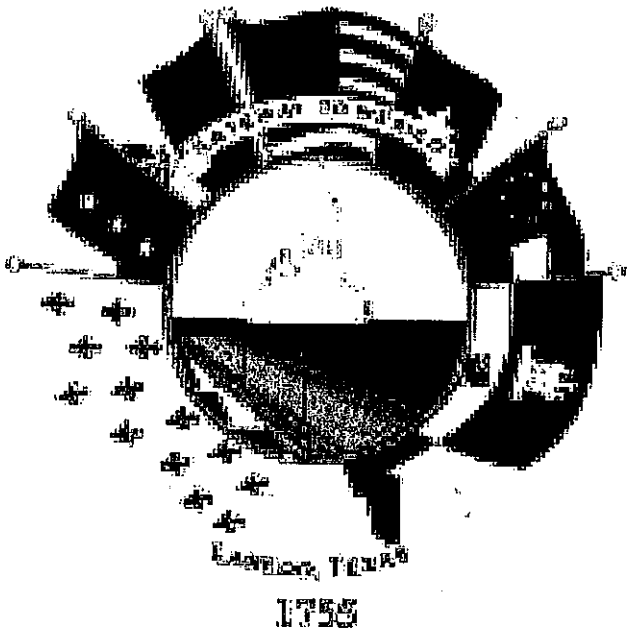
The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

| | |
|---|---|
| **Fiscal Year:** | 2021 |
| **Bugeted Y/N?:** | Yes |
| **Source of Funds:** | |
| **Account #:** | 557-4120-533-5514 |
| **Change Order: Exceeds 25% Y/N:** | |
| **FINANCIAL IMPACT:** | |

**Attachments**

Bid Tab FY21-082

FY21-082 Contract



# FY21-082
# Eurofins Xenco, LLC
# Eurofins Xenco, LLC
# Supplier Response

## Event Information

| | |
|---|---|
| Number: | FY21-082 |
| Title: | Analytical Lab Services |
| Type: | Request For Bid |
| Issue Date: | 6/28/2021 |
| Deadline: | 7/20/2021 05:00 PM (CT) |
| Notes: | MANUAL BID DROP-OFF PROCEDURES |

NOTE: Manual Proposals will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1.Please make sure that the proposal is in a sealed envelope marked with

the following:

•Name of Proposal

•Name of Company submitting Proposal

•Address of Company submitting Proposal

1.Place Proposal Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.

2.If you need a copy of the time-stamped envelope, you will need to 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.

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

City Secretary's Office

## 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

## Eurofins Xenco, LLC Information

Contact: Neil Rodrigue
Address: 4147 Greenbriar Drive
Stafford, TX 77477
Phone: (281) 240-4200
Email: neil.rodrigue@eurofinset.com

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

Neil Rodrigue
*Signature*

neil.rodrigue@eurofinset.com
*Email*

*Submitted at 7/20/2021 2:02:44 PM*

## Requested Attachments

**Non-Collusive Affidavit** — TAB D Non Collusive Affidavit.pdf

**Form 1295** — Tab F Certificate of Interested Parties.pdf

Required upon award of bid.

## Response Attachments

**_City of Laredo_Eurofins Xenco.pdf**

Proposal

**Att 1 Example Report 560-95611.pdf**

Example Report

**Att 2 Resumes.pdf**

Resumes

**Att 3 EHS manual_rev_11_8jan2021_final-new.pdf**

Safety Manual with Training information

**Att 4 CCP-HS-01 Rev 3 Hazardous Waste Management Plan.pdf**

Hazardous Waste Handling Information

**Att 5 CC-QAM-001 Rev6 QA Manual.pdf**

QA Manual

**Att 6 Eurofins Employee Handbook 2021 - Ethics Policy excerpt.pdf**

Ethics Policy

**Att 7 SOPs.zip**

SOPs

**Att 8 PT Studies.zip**

Performance Testing studies

**Att 9 Audits.pdf**

Audits

**Att 10 Certifications.pdf**

Certifications

**Bid Documents TAB A B C D E F.pdf**

Bid Documents

## Bid Attributes

| | |
|---|---|
| 1 | **Questionnaire Description**<br>"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**<br>Eurofins Xenco, LLC Alex Montoya, President Phone: +1 281-240-4200 Mobile: +1 432-894-8698 |
| 3 | **State how long under has the business been in its present business name**<br>Eurofins Xenco, LLC has operated under this name for one year. Eurofins Xenco's Corpus Christi Laboratory is formerly known as TestAmerica Laboratories, Corpus Christi lab and has been in operation as an environmental testing laboratory since 1982. |
| 4 | **If applicable, list all other names under which the Business identified above operated in the last five years**<br>Xenco Laboratories, Inc. was acquired by Eurofins effective 1 July 2020. Effective 1 January 2021, the ownership of TestAmerica Laboratories, Inc (Corpus Christi and Houston laboratories only) moved to Eurofins Xenco, LLC. |
| 5 | **State if the Company is a certified minority business enterprise**<br>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**<br>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?<br>All items under 6) Questions Part 1 - including items 1, 2, 3, 4, 5 - the answer is "no". |
| 7 | **Questions Part 2**<br>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?<br>All items under 7) Questions Part 2 - including items 1, 2, 3 - the answer is "no". |
| 8 | **State if the Company is a certified minority business enterprise**<br>This company is not a certified minority business |

| | |
|---|---|
| 9 | **Conflict of Interest Disclosure**<br>A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731. |
| 10 | **Conflict of Interest Questionnaire Form CIQ**<br>For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. |
| 11 | **Conflict of Interest Questionnaire**<br>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?<br>Yes |
| 12 | **Disclosure Form**<br>For details on use of this form, see Section 4.01 of the City's Ethics Code. |
| 13 | **This is a**<br>New Submission |
| 14 | **Question 1. Name of person submitting this disclosure form**<br>Please include First Name, Middle Initial, Last Name and Suffix (if applicable)<br>Alex Montoya |
| 15 | **Question 2. Contract Information**<br>Please include the following: a)Contract or Project Name b)Originating Department<br>Analytical Lab Services, FY21-082, Public Works Service Center |
| 16 | **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**<br>Eurofins Xenco, LLC |

| | |
|---|---|
| 17 | **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**<br>It applies to my business |
| 18 | **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**<br>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.<br>TestAmerica Laboratories, Inc. d/b/a Eurofins TestAmerica<br>Eurofins Air Toxics, LLC<br>Eurofins Eaton Analytical, LLC<br>Eurofins Frontier Global Sciences, LLC<br>Eurofins Lancaster Laboratories Environment Testing, LLC<br>Eurofins Calscience, LLC<br>Eurofins Environment Testing Philadelphia, LLC<br>Eurofins Environment Testing Northeast, LLC<br>Eurofins Ana Laboratories, LLC<br>Eurofins CEI, Inc.<br>Eurofins EPK Built Environment Testing, LLC<br>Eurofins Aerotech Built Environment Testing, Inc.<br>Eurofins J3 Resources, Inc.<br>Eurofins Xenco, LLC |
| 19 | **Question 5. List any individuals or entities that will be subcontractors on this contract**<br>It applies to my business |
| 20 | **Question 5. List any individuals or entities that will be subcontractors on this contract**<br>If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.<br>Eurofins Xenco's Corpus Christi laboratory will serve as primary analytical support. Additional support from Eurofins Xenco, Houston, Eurofins TestAmerica Savannah, Eurofins TestAmerica St. Louis and Eurofins EMLab P&K as well as the City of Laredo's laboratory. |
| 21 | **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**<br>Not Applicable |
| 22 | **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**<br>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.<br>N/A |

23 **Question 7. Disclosure of political contributions**

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

Not Applicable

24 **Question 7. Disclosure of political contributions**

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

N/A

25 **Updates on contributions required**

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

26 **Question 8. Disclosure of Conflict of Interest**

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

I am not aware of any conflict of interest

27 **8. Disclosure of Conflict of Interest**

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

N/A

28 **Question 9. Updates Required**

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

☑ I have read and understand this section (I have read and understand this section)

29 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section (I have read and understand this section)

30 **Question 11. Conflict of Interest Questionnaire (CIQ)**

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

☑ I have acknowledge that I have been advised (I have acknowledge that I have been advised)

31 **Question 11. Oath**

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

Eurofins Xenco, LLC
Alex Montoya, President
July 14, 2021

32 **Question 12. Oath**

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

☑ I swear or affirm information is correct (I swear or affirm information is correct)

33 **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*

34 **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.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.
**2.0 DESCRIPTION OF SUPPLIES** Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.
**3.0 SUBMISSION OF BIDS**
(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.lonwave.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, or facsimile bids will not be considered.**
(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

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

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

**5.0 WITHDRAWAL OF BIDS** Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

**6.0 LATE BIDS OR MODIFICATIONS** Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

**7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS** If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

**8.0 BIDDER DISCOUNTS**

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

**9.0 INTENT OF CONTRACT**

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the

event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

**10.0 AWARD OF CONTRACT**

(a) This contract will be awarded 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) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

**11.0 PAYMENT & INVOICING**

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

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| 35 | **Insurance Terms and Conditions**<br>**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.<br>(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.<br>(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.<br>(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.<br>(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.<br>(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.<br>(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.<br>(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:<br>1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.<br>2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.<br>3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.<br>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.<br>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.<br>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.<br>7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.<br>8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.<br>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.<br>(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance.<br>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:<br>1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.<br>2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.<br>(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.<br>**(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**<br>(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.<br>(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.<br>☑ I agree my insurance meets minumum requirements (I agree my insurance meets minumum requirements) |

| 36 | **Disqualification & Debarment Certification** |
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**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 contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

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

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

☑ I certify to the terms and conditions (I certify to the terms and conditions)

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| 37 | **Contract Requirements**<br>**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.<br>**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.<br>**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.<br>**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****<br>**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.<br>**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.<br><br>Changes to Form 1295:<br>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."<br>☑ I have read and understand this section (I have read and understand this section) |

## Bid Lines

| | |
|---|---|
| 1 | **Package Header** |

Table AA - Wastewater Sampling Events

Quantity: 1 UOM: PKG Total: $40,778.00

**Package Items**

**1.1** Sludge Permit

Quantity: 16 UOM: EA / Year Price: $294.00 Total: $4,704.00

**1.2** Sludge TCLP

Quantity: 6 UOM: EA / Year Price: $555.00 Total: $3,330.00

**1.3** Sludge Pathogens

Quantity: 4 UOM: EA / Year Price: $60.00 Total: $240.00

**1.4** Soil

Quantity: 18 UOM: EA / Year Price: $310.00 Total: $5,580.00

**1.5** W. W. Groundwater Group A

Quantity: 32 UOM: EA / Year Price: $261.00 Total: $8,352.00

**1.6** W. W. Groundwater Group B

Quantity: 16 UOM: EA / Year Price: $218.00 Total: $3,488.00

**1.7** W. W. Metals

Quantity: 40 UOM: EA / Year Price: $102.00 Total: $4,080.00

**1.8** Root Zone Nutrients

Quantity: 12 UOM: EA / Year Price: $112.00 Total: $1,344.00

**1.9** Priority Pollutants

Quantity: 12 UOM: EA / Year Price: $805.00 Total: $9,660.00

**2 Package Header**

Table AA - Water Sampling Events

Quantity: 1 UOM: PKG Total: $19,960.00

**Package Items**

**2.1** W. T. Metals Group A

Quantity: 12 UOM: EA / Year Price: $48.00 Total: $576.00

**2.2** W. T. Metals Group B

Quantity: 12 UOM: EA / Year Price: $62.00 Total: $744.00

**2.3** W. T. Pesticides / Herbicides

Quantity: 12 UOM: EA / Year Price: $250.00 Total: $3,000.00

**2.4** T.T.H.M.

Quantity: 24 UOM: EA / Year Price: $70.00 Total: $1,680.00

**2.5** H.A.A.-5

Quantity: 24 UOM: EA / Year Price: $200.00 Total: $4,800.00

**2.6** T.O.C.

Quantity: 48 UOM: EA / Year Price: $25.00 Total: $1,200.00

**2.7** SUVA

Quantity: 48 UOM: EA / Year Price: $160.00 Total: $7,680.00

**2.8** Radionuclides Total, a and ß

Quantity: 2 UOM: EA / Year Price: $140.00 Total: $280.00

## 3 Package Header

Table AA - Miscellaneous Sampling Groups

Quantity: 1 UOM: PKG Total: $84,814.00

### Package Items

**3.1** W.W. Permit & Process Control

Quantity: 365 UOM: EA / Year Price: $190.00 Total: $69,350.00

**3.2** W.T. Ion Analysis

Quantity: 12 UOM: EA / Year Price: $162.00 Total: $1,944.00

**3.3** Microbiology

Quantity: 32 UOM: EA / Year Price: $240.00 Total: $7,680.00

**3.4** Industrial Pretreatment

Quantity: 20 UOM: EA / Year Price: $270.00 Total: $5,400.00

**3.5** Storm Water Multi-Sector Permit

Quantity: 4 UOM: EA / Year Price: $110.00 Total: $440.00

## 4 Package Header

Table A - Sludge Permit

Quantity: 1 UOM: PKG Total: $294.00

### Package Items

**4.1** Arsenic, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

**4.2** Cadmium, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

**4.3** Chromium, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

**4.4** Copper, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

**4.5** Lead, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

**4.6** Molybdenum, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

**4.7** Nickel, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

**4.8** Selenium, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

**4.9** Silver, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

**4.10** Zinc, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

**4.11** Mercury

Quantity: 1 UOM: mg/Kg Price: $22.00 Total: $22.00

**4.12** Phosphorus

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

**4.13** Potassium

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

**4.14** Corrosivity (pH – liquids)

Quantity: 1 UOM: s.u Price: $8.00 Total: $8.00

**4.15** Specific Gravity

Quantity: 1 UOM: 25'C Price: $8.00 Total: $8.00

**4.16** Total Volatile Solids

Quantity: 1 UOM: % Price: $15.00 Total: $15.00

**4.17** Total Solids

Quantity: 1 UOM: % Price: $15.00 Total: $15.00

**4.18** Ammonia Nitrogen (NH3-N)

Quantity: 1 UOM: mg/Kg Price: $25.00 Total: $25.00

**4.19** Nitrate Nitrogen (NO3-N)

Quantity: 1 UOM: mg/Kg Price: $15.00 Total: $15.00

**4.20** Total Nitrogen Kjeldahl (TKN)

Quantity: 1 UOM: mg/Kg Price: $30.00 Total: $30.00

**4.21** Total PCB's

Quantity: 1 UOM: mg/Kg Price: $60.00 Total: $60.00

**4.22** Extraction, Extract Clean Up, Determination

Quantity: 1 Price: $0.00 Total: $0.00

## 5 Package Header

Table B Sludge TCLP (as per 40 CFR 261 Appendix II & Part 268 Appendix I) (contaminants listed Table 1, 40 CFR section 261.24)

Quantity: 1 UOM: PKG Total: $555.00

### Package Items

**5.1** Metals

Quantity: 1 UOM: mg/L Price: $85.00 Total: $85.00

**5.2** Pesticides

Quantity: 1 UOM: µg/L Price: $120.00 Total: $120.00

**5.3** Herbicides

Quantity: 1 UOM: µg/L Price: $130.00 Total: $130.00

**5.4** Volatile Organics

Quantity: 1 UOM: µg/L Price: $70.00 Total: $70.00

**5.5** Semi -Volatile Organics

Quantity: 1 UOM: µg/L Price: $150.00 Total: $150.00

**6** **Package Header**

Table C - Sludge Pathogens

Quantity: 1 UOM: PKG Total: $60.00

**Package Items**

**6.1** Fecal Coliforms

Quantity: 1 UOM: MPN Price: $60.00 Total: $60.00

**7** **Package Header**

Table D - Soil

Quantity: 1 UOM: PKG Total: $310.00

**Package Items**

**7.1** Cationic Exchange Capacity

Quantity: 1 UOM: meq/100g Price: $40.00 Total: $40.00

**7.2** Arsenic, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

**7.3** Cadmium, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

**7.4** Chromium, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

**7.5** Copper, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

**7.6** Lead, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

**7.7** Nickel, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

**7.8** Silver, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

**7.9** Zinc, Total

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

**7.10** Mercury

Quantity: 1 UOM: mg/Kg Price: $22.00 Total: $22.00

**7.11** Phosphorus

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

**7.12** Potassium

Quantity: 1 UOM: mg/Kg Price: $8.00 Total: $8.00

**7.13** pH

Quantity: 1 UOM: s.u. Price: $8.00 Total: $8.00

Supplier Notes: Proposed method 9045 for pH in soil

**7.14** Total Volatile Solids

Quantity: 1 UOM: % Price: $15.00 Total: $15.00

**7.15** Total Solids

Quantity: 1 UOM: % Price: $15.00 Total: $15.00

**7.16** Ammonia Nitrogen

Quantity: 1 UOM: mg/Kg Price: $25.00 Total: $25.00

**7.17** Nitrate Nitrogen

Quantity: 1 UOM: mg/Kg Price: $15.00 Total: $15.00

**7.18** Total Nitrogen Kjeldahl (TKN)

Quantity: 1 UOM: mg/Kg Price: $30.00 Total: $30.00

**7.19** Total PCB's

Quantity: 1 UOM: mg/Kg Price: $60.00 Total: $60.00

**7.20** Extraction, Extract Clean Up, Determination 3540 / 3550; 3620 / 3640 / 3650; 8080

Quantity: 1 Price: $0.00 Total: $0.00

## 8 Package Header

Table E —WW Groundwater Group A

Quantity: 1 UOM: PKG Total: $261.00

### Package Items

**8.1** Fecal Coliforms

Quantity: 1 UOM: CFU/100 ml Price: $60.00 Total: $60.00

**8.2** Total Alkalinity

Quantity: 1 UOM: mg/L CaCO3 Price: $15.00 Total: $15.00

**8.3** Conductivity

Quantity: 1 UOM: µmho/cm Price: $8.00 Total: $8.00

Supplier Notes: Proposed method SM 2510

**8.4** pH

Quantity: 1 UOM: S.U. Price: $8.00 Total: $8.00

Supplier Notes: Proposed method SM 4500H+

**8.5** Total Dissolved Solids

Quantity: 1 UOM: mg/L Price: $15.00 Total: $15.00

Supplier Notes: Proposed method SM 2540C

**8.6** Sulfate (SO4)

Quantity: 1 UOM: mg/L Price: $15.00 Total: $15.00

**8.7** Chloride (Cl)

Quantity: 1 UOM: mg/L Price: $15.00 Total: $15.00

**8.8** Phosphorus

Quantity: 1 UOM: mg/L Price: $30.00 Total: $30.00

**8.9** Total Nitrogen Kjeldahl (TKN)

Quantity: 1 UOM: mg/L Price: $30.00 Total: $30.00

**8.10** Ammonia Nitrogen (NH3-N)

Quantity: 1 UOM: mg/L Price: $25.00 Total: $25.00

Supplier Notes: Proposed method SM 4500

**8.11** Nitrate Nitrogen (NO3-N)

Quantity: 1 UOM: mg/L Price: $15.00 Total: $15.00

**8.12** Total Organic Carbon

Quantity: 1 UOM: mg/L Price: $25.00 Total: $25.00

Supplier Notes: Proposed method SM 5310B

**9** **Package Header**

Table F —WW Groundwater Group B

Quantity: 1 UOM: PKG Total: $218.00

**Package Items**

**9.1** Cadmium

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

Supplier Notes: Proposed Method 6010

**9.2** Copper

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

Supplier Notes: Proposed Method 6010

**9.3** Lead

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

**9.4** Nickel

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

**9.5** Potassium

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

**9.6** Zinc

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

**9.7** COD

Quantity: 1 UOM: mg/L Price: $15.00 Total: $15.00

Supplier Notes: Proposed method Hach 8000

**9.8** Phenolics

Quantity: 1 UOM: mg/L Price: $25.00 Total: $25.00

Supplier Notes: Proposed method EPA 420.4

**9.9** TOX

Quantity: 1 UOM: mg/L Price: $70.00 Total: $70.00

**9.10** Total PCB's

Quantity: 1 UOM: mg/L Price: $60.00 Total: $60.00

**9.11** Extraction, Extract Clean Up, Determination: 3540 / 3550; 3620 / 3640 / 3650; 8080

Quantity: 1 Price: $0.00 Total: $0.00

**10** **Package Header**

Table G – W. W. Metals

Quantity: 1 UOM: PKG Total: $102.00

**Package Items**

**10.1** Antimony, Total

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

**10.2** Barium, Total

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

**10.3** Lead, Total

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

**10.4** Nickel, Total

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

**10.5** Silicon, Total

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

**10.6** Chromium, Total

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

**10.7** Copper, Total

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

**10.8** Mercury, Total

Quantity: 1 UOM: mg/L Price: $22.00 Total: $22.00

**10.9** Arsenic, Total

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

**10.10** Cadmium, Total

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

**10.11** Silver, Total

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

## 11 Package Header

Table H – Root Zone Nutrients

Quantity: 1 UOM: PKG Total: $112.00

### Package Items

**11.1** pH

Quantity: 1 UOM: S.U. Price: $8.00 Total: $8.00

**11.2** Potassium

Quantity: 1 UOM: mg/kg Price: $8.00 Total: $8.00

Supplier Notes: Proposed method 6010

**11.3** Phosphorus

Quantity: 1 UOM: mg/kg Price: $8.00 Total: $8.00

Supplier Notes: Proposed method 6010

**11.4** Total Nitrogen

Quantity: 1 UOM: mg/kg Price: $35.00 Total: $35.00

Supplier Notes: Proposed method calculation from 351.2 and 353.2

**11.5** Conductivity

Quantity: 1 UOM: µmho/cm Price: $8.00 Total: $8.00

Supplier Notes: Proposed method SM 2510

**11.6** Nitrogen, Nitrate Total (as N)

Quantity: 1 UOM: mg/K Price: $15.00 Total: $15.00

Supplier Notes: Proposed method 9056

**11.7** Nitrogen, Kjeldahl Total (as N)

Quantity: 1 UOM: mg/K Price: $30.00 Total: $30.00

Supplier Notes: Proposed method 353.1

## 12 Package Header

Table I W. W. Priority Pollutants

Quantity: 1 UOM: PKG Total: $955.00

### Package Items

**12.1** Aluminum, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

**12.2** Antimony, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

**12.3** Arsenic, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

**12.4** Barium, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

**12.5** Beryllium, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

**12.6** Cadmium, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

**12.7** Chromium, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

**12.8** Hex Chromium

Quantity: 1 UOM: µg/L Price: $25.00 Total: $25.00

Supplier Notes: Proposed method SM 3500

**12.9** Copper, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

**12.10** Cyanide, Total

Quantity: 1 UOM: µg/L Price: $25.00 Total: $25.00

Supplier Notes: Proposed method EPA 335.4

**12.11** Lead, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

**12.12** Manganese, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

**12.13** Mercury, Total

Quantity: 1 UOM: µg/L Price: $22.00 Total: $22.00

**12.14** Molybdenum, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

Supplier Notes: Proposed method 200.7

**12.15** Nickel, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

**12.16** Phenol, Total Recoverable

Quantity: 1 UOM: µg/L Price: $25.00 Total: $25.00

Supplier Notes: Proposed method EPA 420.4

**12.17** Selenium, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

**12.18** Silver, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

**12.19** Thallium, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

**12.20** Zinc, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

**12.21** Acid Digestion, Total Metals

Quantity: 1 UOM: µg/L Price: $0.00 Total: $0.00

**12.22** Concentrate ICAP Sx 2x Prior to Analysis

Quantity: 1 UOM: µg/L Price: $0.00 Total: $0.00

**12.23** Extraction Chlorides Pesticides / PCBs Continuous Liquid – Liquid Extraction

Quantity: 1 UOM: µg/L Price: $0.00 Total: $0.00

**12.24** Extraction Semi-volatile Compounds Continuous Liquid – Liquid Extraction

Quantity: 1 UOM: µg/L Price: $0.00 Total: $0.00

**12.25** Pesticides / PCBs (25 Organochlorine)

Quantity: 1 UOM: µg/L Price: $140.00 Total: $140.00

Supplier Notes: Proposed method 608.3

**12.26** Semi-volatile Organics (56)

Quantity: 1 UOM: µg/L Price: $150.00 Total: $150.00

Supplier Notes: Proposed method 625.1

**12.27** Semi-volatile Organics (56)

Quantity: 1 UOM: µg/L Price: $150.00 Total: $150.00

Supplier Notes: Proposed method 625.1

**12.28** Semi-volatile Organics-Non Standard List 1,2-Diphenylhydrazine as Azobenzene

Quantity: 1 UOM: µg/L Price: $150.00 Total: $150.00

Supplier Notes: Proposed method 625.1

**12.29** Volatile Organics (27)

Quantity: 1 UOM: µg/L Price: $70.00 Total: $70.00

Supplier Notes: Proposed method 624.1

**12.30** Volatile Organics – Non Standard List (2)

Quantity: 1 UOM: µg/L Price: $70.00 Total: $70.00

Supplier Notes: Proposed method 624.1

## 13 Package Header

Table J – W. T. Metals Group A

Quantity: 1 UOM: PKG Total: $48.00

### Package Items

**13.1** Arsenic, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

**13.2** Barium, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

**13.3** Cadmium, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

**13.4** Chromium, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

**13.5** Copper, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

**13.6** Iron, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

## 14 Package Header

Table K – W. T. Metals Group B

Quantity: 1 UOM: PKG Total: $62.00

**Package Items**

**14.1** Lead, Total

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

**14.2** Manganese, Total

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

**14.3** Mercury, Total

Quantity: 1 UOM: mg/L Price: $22.00 Total: $22.00

**14.4** Selenium, Total

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

**14.5** Silver, Total

Quantity: 1 UOM: µg/L Price: $8.00 Total: $8.00

**14.6** Zinc, Total

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

## 15 Package Header

Table L – W. T. Pesticides / Herbicides

Quantity: 1 UOM: PKG Total: $250.00

**Package Items**

**15.1** Herbicides (Method Full List)

Quantity: 1 UOM: Each Price: $130.00 Total: $130.00

Supplier Notes: Proposed method 8151

**15.2** Pesticides (Method Full List)

Quantity: 1 UOM: Each Price: $120.00 Total: $120.00

Supplier Notes: Proposed method EPA 608.3 or 8081

## 16 Package Header

Table M – W. T. TTHM

Quantity: 1 UOM: PKG Total: $70.00

## Package Items

**16.1** Bromoform

Quantity: 1 UOM: µg/L Price: *No response* Total: *No response*

Supplier Notes: Included in Total Trihalomethanes price

**16.2** Chloroform

Quantity: 1 UOM: µg/L Price: *No response* Total: *No response*

Supplier Notes: Included in Total Trihalomethanes price

**16.3** Bromodichloromethane

Quantity: 1 UOM: µg/L Price: *No response* Total: *No response*

Supplier Notes: Included in Total Trihalomethanes price

**16.4** Dibromochloromethane

Quantity: 1 UOM: µg/L Price: *No response* Total: *No response*

Supplier Notes: Included in Total Trihalomethanes price

**16.5** Total Trihalomethanes

Quantity: 1 UOM: µg/L Price: $70.00 Total: $70.00

Supplier Notes: Proposed method 624.1

# 17 Package Header

Table N – W. T. HAA - 5

Quantity: 1 UOM: PKG Total: $200.00

## Package Items

**17.1** Chloroacetic acid

Quantity: 1 UOM: µg/L Price: *No response* Total: *No response*

Supplier Notes: Included in Total regulated Haloacetic acids price

**17.2** Dichloroacetic acid

Quantity: 1 UOM: µg/L Price: *No response* Total: *No response*

Supplier Notes: Included in Total regulated Haloacetic acids price

**17.3** Trichloroacetic acid

Quantity: 1 UOM: µg/L Price: *No response* Total: *No response*

Supplier Notes: Included in Total regulated Haloacetic acids price

**17.4** Bromoacetic acid

Quantity: 1 UOM: µg/L Price: *No response* Total: *No response*

Supplier Notes: Included in Total regulated Haloacetic acids price

**17.5** Dibromoacetic acid

Quantity: 1 UOM: µg/L Price: *No response* Total: *No response*

Supplier Notes: Included in Total regulated Haloacetic acids price

**17.6** Total regulated Haloacetic acids

Quantity: 1 UOM: µg/L Price: $200.00 Total: $200.00

Supplier Notes: Proposed method EPA 552

**17.7** Bromochloroacetic acid

Quantity: 1 UOM: µg/L Price: *No response* Total: *No response*

Supplier Notes: Included in Total regulated Haloacetic acids price

18 **Package Header**

Table O – W. T. TOC

Quantity: 1 UOM: PKG Total: $25.00

**Package Items**

**18.1** Total Organic Carbon

Quantity: 1 UOM: mg/L Price: $25.00 Total: $25.00

Supplier Notes: Proposed method SM 5310B

19 **Package Header**

Table OO– W. T.Distribution- Lead & Copper

Quantity: 1 UOM: PKG Total: $18.00

**Package Items**

**19.1** Lead, Total

Quantity: 1 UOM: mg/L Price: $9.00 Total: $9.00

**19.2** Copper, Total

Quantity: 1 UOM: mg/L Price: $9.00 Total: $9.00

20 **Package Header**

Table OOO- W.T. SUVA

Quantity: 1 UOM: PKG Total: $1.60

**Package Items**

**20.1** Specific Ultraviolet Absorption (SUVA)

Quantity: 0.01 UOM: L/mg-M Price: $160.00 Total: $1.60

21 **Package Header**

Table P – W. T. Radionuclides

Quantity: 1 UOM: PKG Total: $140.00

**Package Items**

**21.1** Radionuclides, Gross a

Quantity: 1 UOM: pCi/L Price: $0.00 Total: $0.00

Supplier Notes: Included in cost of Radionuclides, Total

**21.2** Radionuclides, Gross ß

Quantity: 1 UOM: pCi/L Price: $0.00 Total: $0.00

Supplier Notes: Included in cost of Radionuclides, Total

**21.3** Radionuclides, Total

Quantity: 1 UOM: pCi/L Price: $140.00 Total: $140.00

22 **Package Header**

Table Q – W. W. Permit & Process Control

Quantity: 1 UOM: PKG Total: $190.00

Item Notes: ** BOD5 ANALYSIS PER YEAR 2,120 (some WWTP permits require daily sampling for BOD5)
***TSS ANALYSIS PER YEAR 2,330
**** Ammonia as Nitrogen analysis per year 200

**Package Items**

**22.1** **B.O.D. - 5

Quantity: 1 UOM: mg/L Price: $30.00 Total: $30.00

**22.2** C.B.O.D. - 5

Quantity: 1 UOM: mg/L Price: $30.00 Total: $30.00

Supplier Notes: Proposed method SM 5210B

**22.3** ***Total Suspended Solids

Quantity: 1 UOM: mg/L Price: $15.00 Total: $15.00

**22.4** Volatile Suspended Solids

Quantity: 1 UOM: mg/L Price: $15.00 Total: $15.00

Supplier Notes: Proposed method EPA 160.4

**22.5** ****Ammonia as Nitrogen

Quantity: 1 UOM: mg/L Price: $25.00 Total: $25.00

**22.6** Fecal coliform

Quantity: 1 UOM: Cfu/100 ml Price: $60.00 Total: $60.00

**22.7** Chemical Oxygen demand

Quantity: 1 UOM: mg/L Price: $15.00 Total: $15.00

Supplier Notes: Proposed method Hach 8000

23 **Package Header**

Table R – W. T. Ion Analysis

Quantity: 1 UOM: PKG Total: $162.00

**Package Items**

**23.1** Fluoride

Quantity: 1 UOM: mg/L Price: $15.00 Total: $15.00

**23.2** Bromide

Quantity: 1 UOM: mg/L Price: $15.00 Total: $15.00

**23.3** Nitrite

Quantity: 1 UOM: mg/L Price: $15.00 Total: $15.00

**23.4** Nitrate

Quantity: 1 UOM: mg/L Price: $15.00 Total: $15.00

**23.5** Ortho-Phosphate

Quantity: 1 UOM: mg/L Price: $15.00 Total: $15.00

Supplier Notes: Proposed method 365.3

**23.6** Sulfate

Quantity: 1 UOM: mg/L Price: $15.00 Total: $15.00

**23.7** Chloride

Quantity: 1 UOM: mg/L Price: $15.00 Total: $15.00

**23.8** Sodium

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

Supplier Notes: Proposed method EPA 200.7

**23.9** Potassium

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

Supplier Notes: Proposed method EPA 200.7

**23.10** Magnesium

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

Supplier Notes: Proposed method EPA 200.7

**23.11** Ammonium

Quantity: 1 UOM: mg/L Price: $25.00 Total: $25.00

Supplier Notes: Proposed method EPA 200.7

**23.12** Calcium

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

Supplier Notes: Proposed method EPA 200.7

**24** **Package Header**

Table S – Microbiology

Quantity: 1 UOM: PKG Total: $240.00

**Package Items**

**24.1** Total Coliforms

Quantity: 1 UOM: Each Price: $60.00 Total: $60.00

**24.2** Fecal Coliforms

Quantity: 1 UOM: Each Price: $60.00 Total: $60.00

**24.3** Chromogenic Substrate Total Coliforms

Quantity: 1 UOM: Each Price: $60.00 Total: $60.00

**24.4** Fluorogenic Substrate Fecal Coliforms (E. coli)

Quantity: 1 UOM: Each Price: $60.00 Total: $60.00

## 25 Package Header

Table T – Industrial Pretreatment

Quantity: 1 UOM: PKG Total: $270.00

### Package Items

**25.1** Fats, Oils & Grease (FOG)

Quantity: 1 UOM: Each Price: $50.00 Total: $50.00

Supplier Notes: Proposed method 1664A

**25.2** TOC (Total Organic Carbon)

Quantity: 1 UOM: Each Price: $25.00 Total: $25.00

Supplier Notes: Proposed method 5310B

**25.3** TOX (Total Organic Halides)

Quantity: 1 UOM: Each Price: $70.00 Total: $70.00

Supplier Notes: Proposed method 9020

**25.4** B-TEX

Quantity: 1 UOM: Each Price: $35.00 Total: $35.00

Supplier Notes: Proposed method 624.1

**25.5** TPH (Total Petroleum Hydrocarbons)

Quantity: 1 UOM: Each Price: $40.00 Total: $40.00

Supplier Notes: Proposed method TX 1005

**25.6** Cyanide

Quantity: 1 UOM: Each Price: $25.00 Total: $25.00

Supplier Notes: Proposed method 335.4

**25.7** Phenols

Quantity: 1 UOM: Each Price: $25.00 Total: $25.00

Supplier Notes: Prooposed method 401.4

## 26 Package Header

Table U – Storm Water Multi-sector General Permit

Quantity: 1 UOM: PKG Total: $110.00

### Package Items

**26.1** Arsenic

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

Supplier Notes: Proposed method 200.7

**26.2** Barium

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

Supplier Notes: Proposed method 200.7

**26.3** Cadmium

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

Supplier Notes: Proposed method 200.7

**26.4** Chromium

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

Supplier Notes: Proposed method 200.7

**26.5** Copper

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

Supplier Notes: Proposed method 200.7

**26.6** Lead

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

Supplier Notes: Proposed method 200.7

**26.7** Manganese

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

Supplier Notes: Proposed method 200.7

**26.8** Mercury

Quantity: 1 UOM: mg/L Price: $22.00 Total: $22.00

Supplier Notes: Proposed method 245.2

**26.9** Nickel

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

Supplier Notes: Proposed method 200.7

**26.10** Selenium

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

Supplier Notes: Proposed method 200.7

**26.11** Silver

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

Supplier Notes: Proposed method 200.7

**26.12** Zinc

Quantity: 1 UOM: mg/L Price: $8.00 Total: $8.00

Supplier Notes: Proposed method 200.7

**Response Total:** $150,205.60

CITY OF LAREDO
PURCHASING DIVISION

27.0 **Tab D** **AFFIDAVIT**

**Project: FY21-082, Analytical lab Services**

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is President of Eurofins Xenco, LLC
(a Partner of officer of the firm of, etc.)

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

Alex Montoya

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 20 day of July 20 21

Notary Public

My commission expires:

## 29.0 Tab F – Certificate of Interested Parties (Form 1295)

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

**Implementation of House Bill 1295**

29.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

29.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
- 46.1. Application
- 46.3. Definitions
- 46.5. Disclosure of Interested Parties Form

Eurofins Xenco will provide upon contract award

CITY OF LAREDO
PURCHASING DIVISION

## CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

**********Form does not need to be notarized*******

eurofins | Environment Testing
Xenco

July 16, 2021

City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

RE: **Analytical Lab Services – Utilities Department, FY21-082**

Dear Mr. Valdez:

Eurofins Xenco LLC is pleased to present this proposal for "Analytical Lab Services" to City of Laredo for support of Bid FY21-082. Eurofins Xenco's team has read the bid and reviewed all technical and reporting requirements. Eurofins Xenco understands the scope of work and can fully comply with the RFP requirements of this solicitation.

We are committed to ensuring your technical requirements are met and that all data complies with the City's programmatic and regulatory requirements. As incumbent laboratory, we are well versed in the City's requirements. We will continue to provide the City with the following benefits:

- A dedicated Laboratory **Project Manager** to serve as a single point of contact
- **Local presence** providing support from our Corpus Christi and Houston labs, as well as other work share locations
- **Knowledgeable and experienced** laboratory staff, fully trained and committed to meeting project specifications and requirements
- Access to **technical experts** who have been instrumental in working with various federal agencies to develop analytical methods and procedures
- Real-time access to your project data and details through our online data management system, **Total Access®**, at no additional charge

Thank you for the opportunity to submit this response to Bid No. FY21-082 for Analytical Lab Services. We look forward to continuing our work in support of the City's analytical program. Should you have questions or need any clarification to the responses below, please contact Mike Sullivan at Mike.Sullivan@eurofinset.com or 303-618-5112.

Sincerely,

Alex Montoya
President

Phone: 281-240-4200
Email: Alex.Montoya@eEurofinset.com

eurofins | Environment Testing America

# Our Commitment:
# Providing Quality Analytical Services

Response to:

**Bid No. FY21-082**
**Analytical Lab Services**

Prepared For:

## City of Laredo
**Attn: Jose A. Valdez Jr.**
**City of Laredo – City Secretary**
**City Hall – Third Floor**
**1110 Houston Street**
**Laredo, Texas 78040**

Prepared By:


**Eurofins Xenco LLC**
**1733 North Padre Island Drive**
**Corpus Christi, TX 78408**

**Eurofins Xenco Quote #: 56008928**
**Point of Contact: Mike Sullivan**
**Phone: 303-618-5112**
**Email: Mike.Sullivan@eurfofinset.com**

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**ATTACHMENTS**

Att 1 Example Deliverable
Att 2 Resumes
Att 3 EHS Manual
Att 4 Hazardous Waste Management Plan
Att 5 QA Manual
Att 6 Ethics Policy
Att 7 SOPs
Att 8 PE Studies
Att 9 Audits
Att 10 Certifications
Att 11 Bid Documents - TABs A, B, C, D, E, F

This proposal includes data that shall not be disclosed outside the organization to which it was submitted, and shall not be duplicated, used or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror or quote as a result of – or in connection with – the submission of this data, the Buyer shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Buyer's right to use information contained in this data if it is obtained from another source without restriction.

## Executive Summary

City of Laredo (City) requires a laboratory to provide support for your analytical testing services for the Utilities Department. Eurofins Xenco understands your requirements and will continue to provide premier quality analytical solutions, expertise, reliability and convenience at the best possible value. We have partnered with City of Laredo for many years and have proven ability to administer the required management structure and analytical support needed for your most sensitive and complex analytical laboratory needs.

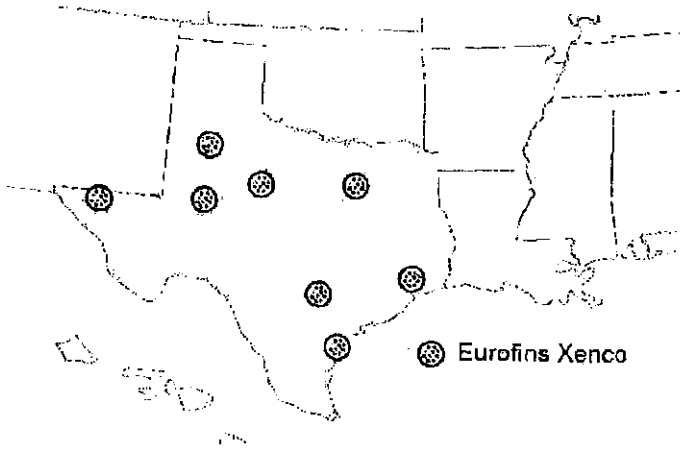
We will continue to provide City of Laredo with the following benefits:

- Demonstrated performance in **meeting turnaround time** requirements
- Dedicated **Project Manager** and backup Project Manager well versed in City of Laredo reporting and invoicing requirements
- A fully documented, rigorous and comprehensive **QA/QC program**
- Reporting through TotalAccess, our online tool with access to real time sample status and results
- Access to **Experts** who can provide value added services to assist in solving various analytical and regulatory challenges
- Established and entrenched **safety procedures**
- Data security through an industry leading disaster recovery plan that ensures critical data are backed up continually, as well as a fully functional redundant data center
- Continued easy access to historical data to support diagnostics through trending and analysis

Eurofins Xenco, Corpus Christi laboratory was formerly known as TestAmerica Laboratories.

Our founding laboratory was formed in Houston, Texas in 1990. Eurofins Xenco LLC has been part of Eurofins Environmental Testing America (EETA) network of independent laboratories since 2020. We have five (5) testing laboratory facilities located in Houston, Dallas, Midland, El Paso, and Corpus Christi, and three (3) Service Centers in San Antonio, Lubbock and Carlsbad, NM. As part of EETA, we can provide access to nearly a hundred locations in the country, as well as vast global resources. All facilities are state-of-the-art and are, at a minimum, accredited under the National Environmental Accreditation Program (NELAP) and participating State programs.

Eurofins Xenco locations




At Eurofins Xenco we strongly believe that our clients come first. Commitment to project success is implicit in everything we do. We are committed to exceeding our clients' expectations by providing unmatched data integrity, unequaled technical and professional services, and delivering unsurpassed client support.

We abide by a strong Code of Ethics and Conduct adopted by our employees and our affiliates. We envision operating under a system of waste minimization and strive toward a Carbon Neutral footprint. We create equal opportunity to all employees in a health and motivational working environment.

## Approach

Eurofins Xenco proposes our Corpus Christi lab to provide primary analytical and logistical support to the City of Laredo's program. Additional support and backup capacity will be provided by our Houston laboratory with specialty testing support from Eurofins TestAmerica St. Louis, Eurofins TestAmerica Savannah, Eurofins EPK and City of Laredo.

Eurofins Xenco understands the City's expectation that we effectively manage network and subcontract laboratories to meet the City's requirements. We commit to providing seamless, effective management of our workshare and any subcontractor laboratories.

### Sample Containers and Supplies

Eurofins Xenco, Corpus Christi will provide the City all the necessary sample containers, preservatives, supplies and instructions corresponding to the requested analyses. Our cost estimate includes the sample containers, packing material and coolers, delivered to the requested City location via ground transportation. A minimum of five business days' advance notice is requested to allow sufficient time to achieve timely delivery.

We obtain all sample containers from reputable manufacturers and meet all USEPA specifications.

Eurofins Xenco does not supply wet ice or blue ice for sample shipment to the laboratory.

One benefit of our Laboratory Information Management System, (LIMS), is the integration of our bottle order and project management modules.

Your Project Manager will

- Quickly generate bottle orders that match your established project methods
- Provide you an inventory of bottles included in each order

Our sampling kits include ice chests, packing material and pre-labeled sample containers with preservatives corresponding to the required analyses, Chain of Custody documents, sampling instructions, and trip blanks if the City requires volatile organic analyses.

### Return Shipping

Because the City's location is outside the area of our courier service range, we will provide a return shipping label for sample shipment to the laboratory.

We will provide pre-paid Fedex labels for samples to be shipped to the laboratory using Fedex ground.

We recognize that due to scheduling and holding time, so samples may need to be shipped via Greyhound. We will cover cost of Greyhound for shipments sent for Monday receipt.

### Turnaround Time

Eurofins Xenco commits to continuing to meet the requested turnaround times.. We calculate the turnaround time from the date of acceptable sample receipt by the laboratory to the date we provide the final report.

We request that City coordinate all rush turnaround time requests with your Project Manager.

## Required Submittals

### 16.1 Experience

Eurofins Xenco, Corpus Christi has been providing high quality environmental analyses in the Gulf Coast for more than 38 years. Corpus Christi's main objective is to provide consistently high quality, legally defensible laboratory data within a reasonable time-frame in support of the environmental testing needs of industry and government.

### 16.2 Detection Limits

We have been providing support for this program for many years, and can meet the detection levels required under TCEQ and EPA regulations.

### 16.3 SOPs

Eurofins Xenco maintains extensive Standard Operating Procedures (SOPs), which accurately reflect all phases of laboratory activities, including test methods, data integrity and corrective actions.

These instructions are available in the laboratory for the operation of equipment as well as for the handling and preparation of samples. Non-analytical SOPs include sampling, handling, transport, storage and preparation of samples.

All relevant instructions, SOPs, reference methods and manuals are readily available to all staff. We document modifications of published methods in the laboratory's approved SOPs, and include the rationale for the modification.

SOPs are provided as Attachment 7.

### 16.4 Electronic Records

The laboratory will provide City with an analytical report and Electronic Data Deliverables (EDD) compliant with RFP specifications. We will submit all reports and EDDs to the City point of contact and upload them to TotalAccess.

If upon review, City determines that the results require contingency analyses, your Project Manager will initiate the appropriate notifications and analyses. We will report the results in the turnaround time specified, repeating the process in the above paragraphs.

TotalAccess™

TotalAccess makes it easy for the City to manage all aspects of your project, 24 hours a day, seven days a week, all in one place.

City authorized personnel, with individual levels of security, can log on to the City password-protected site and retrieve the information you need, when you need it:

Key features of TotalAccess include:

- Instant, Real Time Data Access
- Complete Document Management Library, online access and download of project documentation including invoices, reports, EDDs, and COCs, contacts for each site or program
- Instant notification of project status including results, electronic deliverables, and other documents generated by Eurofins Xenco
- Point and Click Downloads of Project Files
- User Customized Data Reporting Functionality
- Automated Comparison Against Hundreds of Regulatory Lists
- Data Relationship and Trending Wizard
- Analytical Budget Management

TotalAccess provides clients with access to services that enable faster communications, rapid access to data, and a centralized repository for all project information. TotalAccess can be a key to an organized, well communicated project.

**The TotalAccess system is available free of charge to all Eurofins Xenco customers.**

## 16.5 Key Personnel

Highly skilled, experienced people are essential in dealing with environmental programs like yours. Eurofins Xenco maintains a dedicated staff of experienced professional chemists and technicians. The majority of the staff have a Bachelor's Degree or higher in chemistry, biology, environmental science or another related field.

The key personnel are listed in the tables below with their title, educational experience and year started in the analytical industry.

| Name | Position | Degree/ Discipline | Experience Start (Yr) | EETA Start (Yr) |
|---|---|---|---|---|
| Chip Meador | Laboratory Director and EH&S Coordinator | MS Botany & Ecology | 1982 | 1988 |
| Tiffany Fleming | Quality Assurance Coordinator | MBA; BS Animal Science | 2018 | 2018 |
| Gayland Fisher | Organics Department Manager | AS Science | 1977 | 1987 |
| Lindy Maingot | Project Manager | BBA Finance | 1992 | 2007 |

Resumes are provided in Attachment 2.

### Project Management

Efficient and effective project management is of prime importance to the successful execution of any contract. In our experience, it is the key to building lasting client relationships.

Supported by a team of experienced laboratory managers working together to plan, coordinate, integrate and monitor project activities, our PM's responsibility is to ensure that we meet your technical and contractual requirements and accomplish your analytical goals.
We are most successful when our PM can be involved as a virtual member of your project team; in dialogue from initial contact until data is reported, and available to answer questions or provide additional information after project completion.

Eurofins Xenco has a well-trained Management staff, who have created systems, procedures, and tools that allow us to deliver consistently defensible data on time to over 500 clients including the City of Laredo. Eurofins Xenco provides rapid, reliable, high quality, and cost-effective data to our clients.

Ms. Lindy Maingot will continue to serve as your laboratory Project Manager. Lindy will be your contact for day-to-day activities and coordination of analytical testing needs, bottle orders, project status, and lab services and capabilities.

## Sample Login Requirements

Eurofins Xenco's normal office hours are 8 a.m. to 5 p.m., Monday through Friday. We accept sample shipments Monday through Saturday, and on Sundays as needed.

We realize that field sampling constraints may dictate your project schedule. Our sample receipt and laboratory working hours are flexible to meet your needs.

For weekend receipts, we request advance notice to ensure the appropriate laboratory personnel are available. If your project requires after-hours contact, we will provide telephone numbers for the appropriate personnel.

## Sample Analysis Plan

### Sample Receipt

When samples arrive at the laboratory, a designated sample custodian

- Inspects the cooler and custody seals
- Examines the contents of the cooler
- Records the cooler temperature
- Inspects all documents to ensure the samples received match the Chain of Custody (COC)

We will document any non-conformance, irregularity or compromised sample receipt and notify City immediately. If the cooler's temperature upon arrival exceeds the required or method specified temperature range, we consider the sample receipt compromised. A sample custodian will record the temperature deviation in the project documentation.

Once we check and verify sample(s), we log them into the LIMS. LIMS assigns each sample container a unique Sample Identification Number, which is cross-referenced to City's identification number. A sample custodian labels each sample container with its unique barcode for sample identification.

Within 24 hours of the completed login process, your Project Manager will email City the receipt confirmation and login summary.

If another laboratory, either network or external subcontractor, will be performing some of the analyses, we appropriately package and send out the samples under COC.

Following sample labeling, we place the sample(s) in an access-controlled storage area. We store all samples according to method requirements and in a manner preventing cross contamination or environmental contamination.

Unless specified by method or state regulation, we use a tolerance range of 0-6 degrees Celsius for samples that require cooling. We monitor and document the sample storage temperatures.

### Sample Preparation, Analysis

As soon as we complete the sample login, LIMS notifies laboratory personnel of 1) samples that are ready for analysis 2) rush and short holding times so preparation and analysis can begin as soon as possible.

LIMS communicates the login information for each sample batch analysis group to the analyst. This includes identification of appropriate sample preparation, SOPs and extracts clean-up SOPs.

If an analyst encounters any issues during sample analysis, the analyst notifies the Project Manager. Your Project Manager will contact City to discuss, as appropriate. We capture any non-conformances in LIMS, and the quality assurance department tracks them. Your Project Manager monitors the status of the analyses through LIMS and through regular communication with any support laboratories.

### Data Processing

The analyst executes the first tier review of all data at the bench level. The analyst is responsible for ensuring that the

- analytical data are correct and complete
- laboratory has followed the appropriate SOPs
- QC results are within acceptable limits.

The group leader/supervisor executes a second tier technical review.

Upon approval and release of the data, the Corpus Christi lab compiles the data and performs a third tier review for completeness.

### Reporting

The laboratory will provide City with an analytical report and Electronic Data Deliverables (EDD) compliant with RFP specifications. We will submit all reports and EDDs to the City point of contact and upload them to TotalAccess.

If upon review, City determines that the results require contingency analyses, your Project Manager will initiate the appropriate notifications and analyses. We will report the results in the turnaround time specified, repeating the process in the above paragraphs.

### Sample Disposal and Return

After we have completed the requested analyses, the sample custodian will maintain any remaining sample volume and sample extracts for a minimum of 30 days. Following that storage period, Eurofins Xenco will dispose of samples, sample extracts and digestates in full compliance of disposal regulations.

## 16.6 Performance Evaluations

All Eurofins Xenco laboratories participate semiannually in Proficiency Testing (PT) programs in support of their National Environmental Laboratory Accreditation Conference (NELAC) and

State certification requirements. Our PT performance scores are routinely in the upper ten percentile.

In addition to the PT program required for NELAC accreditation, our facilities participate in a number of PT programs managed by other state agencies. These PT samples may be submitted as known performance evaluation tests, or as blind or double-blind samples. Periodic double-blind performance audits are conducted internally to assess all aspects of laboratory performance, from project management handling of project initiation through analysis, reporting and invoicing.

At a minimum, Performance Tests (PTs) are conducted semi-annually in conformance with the NELAP requirements. Any results determined to be outside the Acceptable range are investigated as non-conformances and resolved.

We have provided the last 3 years of Performance Evaluations as Attachment 8.

Audit schedules have been impacted by COVID-19. Please see Attachment 9 for information regarding our 2019 TCEQ audit. We are happy to offer additional audit information as it becomes available, or to discuss other audit information upon request.

### 16.7 Certifications

Each of the laboratories we propose for this project/program hold certifications for the parameters each would support. We are committed to maintaining these certifications to support City programs for the duration of this contract and into the future.

Eurofins Xenco's Quality Systems are compliant with current NELAP standards.

Texas Commission on Environmental Quality – Certification Summary:

| Laboratory | Lab ID # | Expiration Date |
|---|---|---|
| Eurofins Xenco, Corpus Christi | T104704210-21-27 | 3/31/2022 |
| Eurofins Xenco, Houston | T104704215-21-43 | 6/30/2022 |
| Eurofins TestAmerica, Savannah | T104704185-20-15 | 11/30/2021 |
| Eurofins TestAmerica, St Louis | T104704193-21-18 | 7/31/2021 |
| Eurofins EPK | T104704489-20-15 | 7/31/2021 |
| | | |

Attachment 10 provides copies of Scopes of Accreditation

### 16.8 References

Eurofins Xenco meets the City's needs and provides the right solution to support this contract. We have successfully supported numerous municipal programs. The following references may be contacted to demonstrate our experience and quality service.

| Client | Project Description |
|---|---|
| **Valero Ardmore**<br>1 Valero Way<br>Ardmore, OK 73401<br>Ashley Bass<br>(580-221-6637<br>Ashley.bass@valero.com<br><br>**Regulatory Oversight:**<br>OK DEQ | **Major Refinery in Central Oklahoma**<br><br>Corpus Christi provides analytical support for environmental aspects of the operation and maintenance of a major refinery in central Oklahoma. The samples are analyzed for a variety of parameters, including volatile organic compounds, semivolatile organic compounds, Metals, plus other organic and inorganic analyses. UDS Level 2 reports are provided. Corpus Christi provides bottle drop-off and sample pickup services. Periodic rush samples are required on a 24 hour turnaround time basis.<br><br>**Contract Value:** ~$50K/yr<br>**Period of Performance:** 2013 to Present |
| **Arcadis U.S. Inc.**<br>711 N. Carancahua<br>Corpus Christi, TX 78401<br>Kenneth Brandner<br>361-883-1353<br>Kenneth.brandner@arcadis-us.com<br><br>**Regulatory Oversight:**<br>TCEQ | **Cleanup Activities at a Smelter and Metals Processing Facility**<br><br>Corpus Christi provides analytical support for cleanup activities of the site of a large smelter and metals processing facility. The samples are analyzed for volatile organic compounds, semivolatile organic compounds, Metals, plus various other organic and inorganic parameters. The lab provides a UDS Level 2 Report and samples are often run on a 24 hour rush turnaround time basis. The lab also provides bottle drop-off and sample pickup services at the facility.<br><br>**Contract Value:** ~$100K/yr<br>**Period of Performance:** 2012 to Present |
| **Edwards Aquifer Authority**<br>900 E. Quincy<br>San Antonio, TX 78215<br>Gizelle Luevano<br>210-222-2204<br>gluevano@edwardsaquifer.org<br><br>**Regulatory Oversight:**<br>TCEQ | **Edwards Aquifer Authority**<br><br>Corpus Christi provides analytical support for analysis on Edwards Aquifer Authority for metals, general chemistry and various organic compounds. The lab provides a UDS Level 2 report. Sample are periodically reported on a 24 hour rush turnaround time basis. The lab also provides bottle drop-off and sample pickup services.<br><br>**Contract Value:** ~$100K/yr<br>**Period of Performance:** 2010 to Present |

| Client | Project Description |
|---|---|
| **City of Public Service**<br>10830 Nacogdoches<br>San Antonio, TX 78217<br>Terri Krenek<br>210-353-4018<br>takrenek@cpsenergy.com<br><br>**Regulatory Oversight:**<br>TCEQ | **Analytical Support for PCB Identification and Management Program**<br><br>Corpus Christi performs analyses in support of PCB Identification and Management Program for the City of Public Service. Analytical testing includes volatile organic compounds, semivolatile organic compounds, Metals, plus other organic and inorganic analyses. The deliverable UDS Level 2 report is provided periodically on a 24 hour rush Turnaround time. Corpus Christ also provides bottle drop-off and sample pickup services.<br><br>**Contract/Project Value:** ~$70K/yr<br>**Period of Performance:** 2000 to Present |

### 16.9 Availability

Eurofins Xenco has successfully supported the City for many years. We are ready to commence services immediately after successful contract award and to continue our support, demonstrate our quality laboratory and our customer service.

### Clarifications

Eurofins Xenco, LLC ("Eurofins Xenco") Contracts Department has reviewed the City of Laredo's Formal Invitation for Bids for Laboratory Analytical Testing Services for Water and Wastewater Samples for the Utilities Department and has the following comments and proposed changes:

**GENERAL CONDITIONS**

11.0 PAYMENT AND INVOICING

(a) Eurofins Xenco typically issues invoices concurrently with the issuance of our analytical reports. Additionally, Eurofins Xenco expects to be paid within thirty (30) days of receipt of each invoice. The following language is therefore proposed for greater clarification:

*Invoices may be submitted to the City of Laredo upon completion of any sample delivery group and the City of Laredo shall pay undisputed amounts net thirty (30) days.*

(b) Eurofins Xenco does not offer discount terms. It is therefore requested that this section be removed.

12.0 INSURANCE REQUIREMENTS
(f) 4. It is Eurofins Xenco's practice to only provide notification when there is termination of an insurance policy. It is therefore requested that this be subsection be removed.

17.0 SPECIFICATIONS
17.2 Eurofins Xenco's record retention policy (consistent with NELAC requirements) calls for retention of project records for five (5) years. It is requested that this language be added to the last paragraph within this subsection as the second to last sentence. The proposed language is:

*Records shall be retained by laboratory for the duration of five (5) years upon the completion of this agreement.*

**FORMAL INVITATION FOR BIDS ANALYTICAL LAB SERVICES UTILITIES DEPARTMENT**

19.0 It is Eurofins Xenco's practice to only provide notification when there is termination of an insurance policy. Additionally, it is requested that Eurofins Xenco provide reasonable notice of any termination. It is therefore proposed that the third sentence me modified as follows:

*Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall ~~immediately~~ report any termination ~~changes~~ to the Purchasing Office Administration within a reasonable time.*

**PROPOSED SECTION**

**INDEMNIFICATION/ LIMITATION OF LIABILITY**

Eurofins Xenco believes that indemnification clauses should reflect a fair and equitable allocation of the risk involved in the work. Additionally, Eurofins Xenco cannot accept unlimited liability. It is therefore proposed that this section be added to the Agreement:

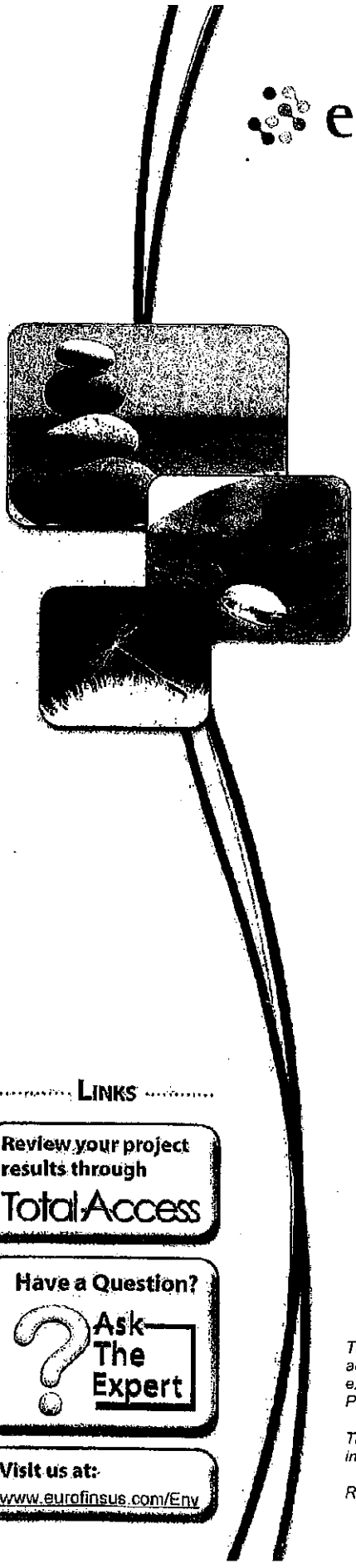
> *Laboratory and the City of Laredo shall indemnify, defend, and hold each other harmless form claims, demands, and causes of action asserted against indemnitee by any person (including, without limitation, Laboratory's and the City of Laredo's employees) for personal injury or death or for loss or damage to property and resulting from the indemnitor's negligence or willful misconduct hereunder. Where personal injury, death, or loss of or damage to property is the result of the joint negligence or misconduct of Laboratory and the City of Laredo , the indemnitor's duty of indemnification shall be in proportion to its allocable share of such joint negligence or misconduct. In no case will either party be held liable for consequential damages.*

*Notwithstanding anything to the contrary stated elsewhere in this Agreement, Laboratory's maximum liability under this Agreement or any other attachments hereto whether based in contract, tort, warranty, negligence or otherwise shall not exceed amounts recoverable under the scope and limits of the insurance required under this Agreement, up to a maximum of $2,000,000. In no event shall Laboratory be liable to the City of Laredo for any special, indirect, or consequential damages occasioned by the services performed or by application or use of the reports prepared under this Agreement.*

## Closing

Thank you for the opportunity to submit this response to Bid No. FY21-082 for Analytical Lab Services. We look forward to continuing our work in support of the City's analytical program. Should you have questions or need any clarification to the responses below, please contact Mike Sullivan at Mike.Sullivan@eurofinset.com or 303-618-5112.

eurofins | Environment Testing America



# ANALYTICAL REPORT

Eurofins Xenco, Corpus Christi
1733 N. Padre Island Drive
Corpus Christi, TX 78408
Tel: (361)289-2471

Laboratory Job ID: 560-95611-1
Client Project/Site: LCWWTP, 06/29/2021
Sampling Event: LCWWTP - Effluent & Influent

For:
City of Laredo
5816 Daugherty Avenue
Laredo, Texas 78041

Attn: Juan Rios

*Authorized for release by:*
*7/8/2021 10:33:37 AM*

Lindy Maingot, Project Manager I
(210)344-9751
Lindy.Maingot@Eurofinset.com

LINKS

Review your project results through TotalAccess

Have a Question? Ask The Expert

Visit us at:
www.eurofinsus.com/Env

*The test results in this report meet all 2003 NELAC, 2009 TNI, and 2016 TNI requirements for accredited parameters, exceptions are noted in this report. This report may not be reproduced except in full, and with written approval from the laboratory. For questions please contact the Project Manager at the e-mail address or telephone number listed on this page.*

*This report has been electronically signed and authorized by the signatory. Electronic signature is intended to be the legally binding equivalent of a traditionally handwritten signature.*

*Results relate only to the items tested and the sample(s) as received by the laboratory.*

## Glossary

| Abbreviation | These commonly used abbreviations may or may not be present in this report. |
|---|---|
| ¤ | Listed under the "D" column to designate that the result is reported on a dry weight basis |
| %R | Percent Recovery |
| CFL | Contains Free Liquid |
| CFU | Colony Forming Unit |
| CNF | Contains No Free Liquid |
| DER | Duplicate Error Ratio (normalized absolute difference) |
| Dil Fac | Dilution Factor |
| DL | Detection Limit (DoD/DOE) |
| DL, RA, RE, IN | Indicates a Dilution, Re-analysis, Re-extraction, or additional initial metals/anion analysis of the sample |
| DLC | Decision Level Concentration (Radiochemistry) |
| EDL | Estimated Detection Limit (Dioxin) |
| LOD | Limit of Detection (DoD/DOE) |
| LOQ | Limit of Quantitation (DoD/DOE) |
| MCL | EPA recommended "Maximum Contaminant Level" |
| MDA | Minimum Detectable Activity (Radiochemistry) |
| MDC | Minimum Detectable Concentration (Radiochemistry) |
| MDL | Method Detection Limit |
| ML | Minimum Level (Dioxin) |
| MPN | Most Probable Number |
| MQL | Method Quantitation Limit |
| NC | Not Calculated |
| ND | Not Detected at the reporting limit (or MDL or EDL if shown) |
| NEG | Negative / Absent |
| POS | Positive / Present |
| PQL | Practical Quantitation Limit |
| PRES | Presumptive |
| QC | Quality Control |
| RER | Relative Error Ratio (Radiochemistry) |
| RL | Reporting Limit or Requested Limit (Radiochemistry) |
| RPD | Relative Percent Difference, a measure of the relative difference between two points |
| TEF | Toxicity Equivalent Factor (Dioxin) |
| TEQ | Toxicity Equivalent Quotient (Dioxin) |
| TNTC | Too Numerous To Count |

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## Job ID: 560-95611-1

**Laboratory: Eurofins Xenco, Corpus Christi**

**Narrative**

**Job Narrative**
**560-95611-1**

**Receipt**
The samples were received on 6/29/2021 8:08 AM. Unless otherwise noted below, the samples arrived in good condition, and, where required, properly preserved and on ice. The temperature of the cooler at receipt time was 0.3°C

**General Chemistry**
No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

# Detection Summary

Client: City of Laredo
Project/Site: LCWWTP, 06/29/2021

Job ID: 560-95611-1

## Client Sample ID: LCWWTP - Effluent

Lab Sample ID: 560-95611-1

| Analyte | Result | Qualifier | RL | RL | Unit | Dil Fac | D | Method | Prep Type |
|---|---|---|---|---|---|---|---|---|---|
| Total Suspended Solids | 7.8 | | 2.0 | 2.0 | mg/L | 1 | | SM 2540D | Total/NA |

## Client Sample ID: LCWWTP - Influent

Lab Sample ID: 560-95611-2

| Analyte | Result | Qualifier | RL | RL | Unit | Dil Fac | D | Method | Prep Type |
|---|---|---|---|---|---|---|---|---|---|
| Total Volatile Suspended Solids | 110 | | 10 | 10 | mg/L | 1 | | 2540E | Total/NA |
| Total Suspended Solids | 160 | | 2.0 | 2.0 | mg/L | 1 | | SM 2540D | Total/NA |
| Biochemical Oxygen Demand | 41 | | 24 | 24 | mg/L | 1 | | SM 5210B | Total/NA |

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This Detection Summary does not include radiochemical test results.

**Client Sample ID: LCWWTP - Effluent**
**Date Collected: 06/28/21 10:30**
**Date Received: 06/29/21 08:08**

**Lab Sample ID: 560-95611-1**
**Matrix: Water**

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**General Chemistry**

| Analyte | Result | Qualifier | RL | RL | Unit | D | Prepared | Analyzed | Dil Fac |
|---|---|---|---|---|---|---|---|---|---|
| Total Suspended Solids | 7.8 | | 2.0 | 2.0 | mg/L | | | 06/29/21 12:19 | 1 |
| Biochemical Oxygen Demand | <2.0 | | 2.0 | 2.0 | mg/L | | | 06/30/21 08:30 | 1 |

**Client Sample ID: LCWWTP - Influent**
**Date Collected: 06/28/21 10:39**
**Date Received: 06/29/21 08:08**

**Lab Sample ID: 560-95611-2**
**Matrix: Water**

**General Chemistry**

| Analyte | Result | Qualifier | RL | RL | Unit | D | Prepared | Analyzed | Dil Fac |
|---|---|---|---|---|---|---|---|---|---|
| Total Volatile Suspended Solids | 110 | | 10 | 10 | mg/L | | | 06/30/21 10:17 | 1 |
| Total Suspended Solids | 160 | | 2.0 | 2.0 | mg/L | | | 06/29/21 12:19 | 1 |
| Biochemical Oxygen Demand | 41 | | 24 | 24 | mg/L | | | 06/30/21 08:30 | 1 |

## Method: 2540E - Solids, Volatile Suspended (VSS)

**Lab Sample ID: MB 560-186825/1**
**Matrix: Water**
**Analysis Batch: 186825**

**Client Sample ID: Method Blank**
**Prep Type: Total/NA**

| Analyte | MB Result | MB Qualifier | RL | RL | Unit | D | Prepared | Analyzed | Dil Fac |
|---|---|---|---|---|---|---|---|---|---|
| Total Volatile Suspended Solids | <10 | | 10 | 10 | mg/L | | | 06/30/21 10:17 | 1 |

## Method: SM 2540D - Solids, Total Suspended (TSS)

**Lab Sample ID: MB 560-186811/1**
**Matrix: Water**
**Analysis Batch: 186811**

**Client Sample ID: Method Blank**
**Prep Type: Total/NA**

| Analyte | MB Result | MB Qualifier | RL | RL | Unit | D | Prepared | Analyzed | Dil Fac |
|---|---|---|---|---|---|---|---|---|---|
| Total Suspended Solids | <2.0 | | 2.0 | 2.0 | mg/L | | | 06/29/21 12:19 | 1 |

**Lab Sample ID: LCS 560-186811/2**
**Matrix: Water**
**Analysis Batch: 186811**

**Client Sample ID: Lab Control Sample**
**Prep Type: Total/NA**

| Analyte | Spike Added | LCS Result | LCS Qualifier | Unit | D | %Rec | %Rec. Limits |
|---|---|---|---|---|---|---|---|
| Total Suspended Solids | 200 | 219 | | mg/L | | 110 | 80 - 120 |

## Method: SM 5210B - BOD, 5-Day

**Lab Sample ID: USB 560-186838/1**
**Matrix: Water**
**Analysis Batch: 186838**

**Client Sample ID: Method Blank**
**Prep Type: Total/NA**

| Analyte | USB Result | USB Qualifier | RL | RL | Unit | D | Prepared | Analyzed | Dil Fac |
|---|---|---|---|---|---|---|---|---|---|
| Biochemical Oxygen Demand | <2.0 | | 2.0 | 2.0 | mg/L | | | 06/30/21 08:30 | 1 |

**Lab Sample ID: USB 560-186838/2**
**Matrix: Water**
**Analysis Batch: 186838**

**Client Sample ID: Method Blank**
**Prep Type: Total/NA**

| Analyte | USB Result | USB Qualifier | RL | RL | Unit | D | Prepared | Analyzed | Dil Fac |
|---|---|---|---|---|---|---|---|---|---|
| Biochemical Oxygen Demand | <2.0 | | 2.0 | 2.0 | mg/L | | | 06/30/21 08:30 | 1 |

**Lab Sample ID: LCS 560-186838/3**
**Matrix: Water**
**Analysis Batch: 186838**

**Client Sample ID: Lab Control Sample**
**Prep Type: Total/NA**

| Analyte | Spike Added | LCS Result | LCS Qualifier | Unit | D | %Rec | %Rec. Limits |
|---|---|---|---|---|---|---|---|
| Biochemical Oxygen Demand | 198 | 214 | | mg/L | | 108 | 84.6 - 115.4 |

# Accreditation/Certification Summary

Client: City of Laredo
Project/Site: LCWWTP, 06/29/2021

Job ID: 560-95611-1

## Laboratory: Eurofins Xenco, Corpus Christi

All accreditations/certifications held by this laboratory are listed. Not all accreditations/certifications are applicable to this report.

| Authority | Program | Identification Number | Expiration Date |
|---|---|---|---|
| Louisiana | NELAP | 05094 | 06-30-21 |
| Oklahoma | State | 2020-006 | 08-31-21 |
| Texas | NELAP | T104704210-21-27 | 03-31-22 |
| USDA | US Federal Programs | P330-18-00314 | 10-31-21 |

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# Method Summary

Client: City of Laredo
Project/Site: LCWWTP, 06/29/2021

Job ID: 560-95611-1

| Method | Method Description | Protocol | Laboratory |
|---|---|---|---|
| 2540E | Solids, Volatile Suspended (VSS) | SM | XEN CC |
| SM 2540D | Solids, Total Suspended (TSS) | SM | XEN CC |
| SM 5210B | BOD, 5-Day | SM | XEN CC |

**Protocol References:**

SM = "Standard Methods For The Examination Of Water And Wastewater"

**Laboratory References:**

XEN CC = Eurofins Xenco, Corpus Christi, 1733 N. Padre Island Drive, Corpus Christi, TX 78408, TEL (361)289-2471

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# Sample Summary

Client: City of Laredo
Project/Site: LCWWTP, 06/29/2021

Job ID: 560-95611-1

| Lab Sample ID | Client Sample ID | Matrix | Collected | Received | Asset ID |
|---|---|---|---|---|---|
| 560-95611-1 | LCWWTP - Effluent | Water | 06/28/21 10:30 | 06/29/21 08:08 | |
| 560-95611-2 | LCWWTP - Influent | Water | 06/28/21 10:39 | 06/29/21 08:08 | |

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TestAmerica
THE LEADER IN ENVIRONMENTAL TESTING

1733 North Padre Island Drive
Corpus Christi, TX 78408
(361) 289 - 2673 Fax (361) 289 - 2471

# Chain-of-Custody Record

Loc: 560
95611

LC-212806

95611

| Customer Information | | Project Information | | Analyses / Method Requested | |
|---|---|---|---|---|---|
| P.O. | 235837 | Project Name | City of Laredo | A. BOD | E. VSS |
| W.O. | | Lab Number | | B. CBOD | F. Organic Matter |
| Company | City of Laredo | Bill To | Same | C. TSS | |
| Send Report To: | Adriana Vela, B.S. | Invoice Attn | | D. NH3-N | |
| Address: | 5816 Daugherty Ave | Address: | | | |
| City/State/Zip | Laredo, TX. 78041 | City/State/Zip | | | |
| Phone | 956-721-2000 X 3057 | Phone | | | |
| Fax | 956-721-2001 | Fax | | | |

| Sx No. | Sample Description | Sample Date | Sample Time | Sample Matrix | Container Type | Preservative | No. of Bottles | A | B | C | D | E | F | G | H | I | J | K | L | Comments |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | LCWWTP - Effluent | 6/28/2021 | 1030 | Liquid | 1 Liter Pl. | ICE | 2 | X | | X | | | | | | | | | | Sample arrived at lab at H20 |
| 2 | LCWWTP - Influent | 6/28/2021 | 1039 | Liquid | 1 Liter Pl. | ICE | 1 | X | | X | | X | | | | | | | | |
| 3 | | | | | | | | | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | | | | | | | | | |
| 6 | | | | | | | | | | | | | | | | | | | | |
| 7 | | | | | | | | | | | | | | | | | | | | |
| 8 | | | | | | | | | | | | | | | | | | | | |
| 9 | | | | | | | | | | | | | | | | | | | | |
| 10 | | | | | | | | | | | | | | | | | | | | |

560-95611 Chain of Custody

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Sampler Name: Plant Operator | Shipment Method: Greyhound | | Air bill No: | | Required Turnaround: Normal | | |
| Relinquished by: EC | Date: 06/28/2021 | Relinquished by: | Date | | Relinquished by: | Date | |
| Company Name: City of Laredo Utilities | Time: See Air Bill | Company Name: | Time | | Company Name: | Time | |
| Received by: | Date: 6/29/21 | Recevied by: | Date | | Received by: | Date | |
| Company Name: EuroFins | Time: 0808 | Company Name: | Time | | Company Name: | Time | |

Temp = 0.5
corrected = 0.3
C.F IR 13

Page 10 of 11

7/8/2021

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# Login Sample Receipt Checklist

Client: City of Laredo

Job Number: 560-95611-1

**Login Number: 95611**
**List Number: 1**
**Creator: Hunter, Jeffery A**

**List Source: Eurofins Xenco, Corpus Christi**

| Question | Answer | Comment |
|---|---|---|
| Radioactivity wasn't checked or is </= background as measured by a survey meter. | N/A | |
| The cooler's custody seal, if present, is intact. | True | |
| Sample custody seals, if present, are intact. | True | |
| The cooler or samples do not appear to have been compromised or tampered with. | True | |
| Samples were received on ice. | True | |
| Cooler Temperature is acceptable. | True | |
| Cooler Temperature is recorded. | True | |
| COC is present. | True | |
| COC is filled out in ink and legible. | True | |
| COC is filled out with all pertinent information. | True | |
| Is the Field Sampler's name present on COC? | True | |
| There are no discrepancies between the containers received and the COC. | True | |
| Samples are received within Holding Time (excluding tests with immediate HTs) | True | |
| Sample containers have legible labels. | True | |
| Containers are not broken or leaking. | True | |
| Sample collection date/times are provided. | True | |
| Appropriate sample containers are used. | True | |
| Sample bottles are completely filled. | True | |
| Sample Preservation Verified. | True | |
| There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs | True | |
| Containers requiring zero headspace have no headspace or bubble is <6mm (1/4"). | True | |
| Multiphasic samples are not present. | True | |
| Samples do not require splitting or compositing. | True | |
| Residual Chlorine Checked. | N/A | Check done at department level as required. |

eurofins | Environment Testing America

**Personnel Resume**

**Raymond "Chip" Meador**
**Laboratory Director**

## Qualifications Summary

Mr. Meador has a M.S. in Botany and Ecology from University of Florida. He has been in the environmental laboratory industry since 1982. He is responsible for the technical and administrative management of Eurofins Houston laboratory. In addition, his responsibilities include adherence to budget, staff development and control, quality assurance and quality control, scheduling, client support/liaison, as well as profit and loss. Previously Mr. Meador was General Manager of Eurofins TestAmerica nationwide, managing P&L, business development initiatives, and regulatory compliance. He hired, trained, and developed management personnel to drive business growth. In addition, he coordinated with sales and marketing departments to innovate strategic business plan and identify client support improvements. He ensured high customer satisfaction.

## Professional Experience

**Laboratory Director – Eurofins Xenco Corpus Christi – 2015 to Present**
Mr. Meador is responsible for the technical and administrative management of the laboratory. His responsibilities include adherence to budget, staff development and control, quality assurance and quality control, scheduling, client support/liaison, as well as profit and loss of the facility.

**Laboratory Director – ALS Global Laboratories, Houston – 2014 to 2015**
He was responsible for restoration of operations and profitability for the Houston laboratory. He completed a LIMS implementation and installed a management structure.

**Director of Gulf Coast Operations – Calscience Environmental Laboratories–2012 to 2014**
He established relationships with decision makers at major environmental consulting companies and industrial complexes throughout the Gulf Coast.

**General Manager – TestAmerica Nationwide – 2007 to 2011**
Mr. Meador managed P&L, business development initiatives, and regulatory compliance. He hired, trained, and developed management personnel to drive business growth. In addition, he coordinated with sales and marketing departments to innovate strategic business plan and identify client support improvements. He ensured high customer satisfaction.

**Laboratory Director – Severn Trent Laboratories – 1999 to 2007**

**Regional Manager – Core Laboratories – 1988 to 1999**

**Lab Manager – Chemical Waste Management - 1982 to 1988**

## Education

- M.S. in Botany and Ecology – University of Florida – Gainesville, FL
- B.S. in Botany – University of Florida – Gainesville, FL

## Professional Training

- Ethics
- Leadership Training
- Safety Training

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**Personnel Resume**

**Tiffany Fleming**
**QA Coordinator**

## Qualifications Summary

Ms. Fleming has a Master's of Business Administration and a Bachelor of Science degree from Texas A&M University. She has been in the environmental industry since 2018. She has knowledge of the TCEQ, local, state and federal regulations.

## Professional Experience

**QA Coordinator – Eurofins Xenco Corpus Christi – 2020 to Present**
Ms. Fleming has extensive knowledge of quality assurance procedures in the laboratory and implements quality improvements and quality programs to comply with NELAP laboratory accreditation requirements. She is familiar with state and federal regulatory authorities and oversees the maintenance of quality control for the laboratory. Responsibilities include internal/external audits, maintaining the laboratory certification requirements, Proficiency testing program, corrective actions, data review, method review and monitoring new regulations to ensure the lab is in compliance with the latest regulatory revisions, and other quality assurance functions.

**Project Management Assistant – Eurofins TestAmerica Corpus Christi – 2018 to 2020**

- Reviewing sample logins when new jobs are created to assure accuracy and sending a sample receipt confirmation to the respective client
- New project set-up, preparation of bottle orders, and assisting new and established clients with questions to provide outstanding customer service.
- Review, assembly and issuing final analytical reports to clients, including TRRP reports.

**Research Assistant – START Center for Cancer Care San Antonio– 2017-2018**

- Collected internally generated data including small animal body weights and tumor dimensions using mechanical and electronic devices and stored on an internal server
- Prepared, aliquoted and properly stored vehicles, drugs, media, and other laboratory solutions
- Performed blood and tissue collection and processing, tumor implantation, and sample processing including cryopreservation, cryofreezing and fixation

**Student Intern – MD Anderson Department of Veterinary Sciences Neotropical Primate Unit – Bishop – 2016**
Aided in research and associated surgeries for a NIH sponsored laboratory studying reproductive biology and behavior in the genus Saimiri.

## Education

- M.B Administration – Texas A&M University – Corpus Christi, Texas
- B.S. Animal Science – Texas A&M University – Kingsville, Texas

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**Personnel Resume**

**Lindy Maingot**
**Project Manager**

## Qualifications Summary

Ms. Maingot holds a BBA in Finance from Texas A&M University. She has been in the environmental laboratory industry since 1992. Her experience includes managing all facets of the San Antonio service center operations and extensive Project Management responsibilities establishing new accounts, and services her industrial and consulting/engineering clients with an overall emphasis on customer service.

## Professional Experience

**Project Manager – Eurofins Xenco Corpus Christi – 1994 to Present**
Ms. Maingot's project management responsibilities include working with clients on project setup and coordinating the laboratory schedules to meet project requirements. She prepares reports, monitors the work in progress and makes sure that the final deliverables adhere to all of the requirements needed by the client. She maintains client contact throughout a project's duration to ensure that the clients are delighted by our level of service.

**Service Center Manager/Project Manager – Eurofins Xenco San Antonio – 1994-2020**
Ms. Maingot was responsible for managing all facets of the service center operations; preparing project kits; scheduling delivery of sampling supplies and sample pick up and coordinating distribution of samples as required by the project specifications. Ms. Maingot's project management responsibilities included working with clients on project setup and coordinating the laboratory schedules to meet project requirements.

**Sample Login/Sample Management – 1992-1994**
Mrs. Maingot was responsible for managing the sample receipts from the clients and the shipment of all samples. She logged samples into the Laboratory Information Management System, labeled the sample containers for processing by laboratory technicians, and provided Project Managers the appropriate project documentation. She also prepared and shipped bottle kits to clients in accordance with all EPA and DOT requirements.

## Education

- Bachelor of Business Administration, degree in Finance– Texas A&M University – 1991

## Professional Training

- Ethics Training
- Customer Service Training

# TITLE:

# ENVIRONMENTAL HEALTH AND SAFETY MANUAL

**January 2021**

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**Controlled Source:** Intranet **Facility Distribution No.** _____

# ENVIRONMENTAL HEALTH AND SAFETY MANUAL

## Approval Signatures

Raymond J. Frederici
Vice President – Quality Assurance and Environmental Health & Safety
08 January 2021
Date

Daniel W. Helfrich
Manager - Environmental Health & Safety
08 January 2021
Date

Kene' Kasperek
Manager – Environmental Health & Safety
08 January 2021

Michael Ridenhower
Manager – Environmental Health & Safety
08 January 2021
Date

Joe Schairer
Manager – Environmental Health & Safety
08 January 2021
Date

**Controlled Source: Intranet** **Facility Distribution No. _____**

The Environmental Health and Safety Manual (EH&S) is applicable to the Eurofins Environment Testing Laboratories and EMLab P&K.

The Division manual is reviewed on an annual basis. Each section is independently revised. Facility/Laboratory Directors and EH&S Coordinators are responsible for replacing the updated sections of their manuals with the most recent revisions. The latest revision dates for each section are listed in the table below.

| Section Number | Title | Effective Date |
|---|---|---|
| 1 | Policy, Scope and Purpose | 01/08/2021 |
| 2 | Responsibilities | 01/08/2021 |
| 3 | General Principles for Work with Hazardous Chemicals | 01/08/2021 |
| 4 | Training Requirements | 01/08/2021 |
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[1] **EH&S Forms are available on the Company's Intranet (TANet / EH&S).**

## DEFINITIONS

**Action Level**

The action level is the airborne concentration of a chemical designated in 29CFR1910 calculated as an 8-hour time-weighted average, which initiates certain required activities such as exposure monitoring and medical surveillance. For chemicals listed in 29CFR1910.1000 Table Z-2, the action level is listed in the Table or shall be defined as 50 percent of the PEL or TLV, whichever is lower.

**Acute Health Effect**

An acute health effect is defined as an adverse effect on a human or animal body with symptoms that develop rapidly.

**Acute Toxicity**

Acute toxicity is the adverse effects resulting from a single dose of or exposure to a material and is ordinarily used to denote effects observed in experimental animals.

**Authorized Personnel**

These are employees who have been advised of the potential hazards of the chemicals being used in, and have the approval of the department supervisor to enter and work in, a designated area.

**Bloodborne Pathogens**

Pathogenic microorganisms that are present in human blood and can cause disease in humans. These pathogens include, but are not limited to, hepatitis B virus (HBV) and human immunodeficiency virus (HIV).

**Carcinogen**

A carcinogen is a substance that:

- OSHA regulates as a carcinogen;
- the National Toxicity Program (NTP) lists as "Known to be [a] carcinogen;"
- the International Agency for Research on Cancer (IARC) lists as Group 1, "carcinogenic to humans;"
- the IARC lists as Group 2A or 2B; or
- NTP lists as "reasonably anticipated to be [a] carcinogen," and causes statistically significant tumor incidence in animals.

**Chemical Hygiene Officer (CHO)**

An employee who is designated by the employer and who is qualified by training or experience to provide technical guidance in the development and implementation of the provisions of the Chemical Hygiene Plan.

**Chemical Hygiene Plan**

A written program developed and implemented by the employer which sets forth procedures, equipment, personal protective equipment and work practices that are capable of protecting employees from the health hazards presented by hazardous chemicals used in the workplace and meets the requirements of paragraph (e) of the lab regulations. The Chemical Hygiene Plan is the Environmental Health and Safety Manual.

**Chronic Health Effect**

A chronic health effect is an adverse effect on a human or animal body with symptoms that develop slowly over a long period of time or that recur frequently.

**Chronic Toxicity**

Chronic toxicity is an adverse effect(s) resulting from repeated doses of, or exposures to, a material over a relatively prolonged period of time and is ordinarily used to denote effects observed in experimental animals.

**Designated Area**

A designated area is an area that may be used for work with "select carcinogens", reproductive hazards, or substances that have a high degree of acute toxicity. The area may be an entire laboratory, or even a laboratory fume hood.

**Energized Equipment**

Energized equipment is equipment that is connected to an energy source, or contains residual or stored energy. The energy may be electrical, thermal, chemical, hydraulic, or pneumatic in nature.

**Hazardous Chemical**

A hazardous chemical is one for, which there is statistically significant evidence, based on at least one study conducted in accordance with established scientific principles that acute or chronic health effects may occur in exposed employees. The term "health hazard" includes chemicals that are carcinogens, toxic or highly toxic agents, reproductive toxins, irritants, corrosives, sensitizers, hepatoxins, nephrotoxins, neurotoxins, agents that act on the hematopoietic systems, and agents that damage the lungs, skin, eyes, or mucous membranes.

**Hepatoxins**

Chemicals that may produce liver damage.

**Laboratory**

A facility or area where the "laboratory use of hazardous chemicals" occurs constitutes a laboratory. It is a workplace where relatively small quantities of hazardous chemicals are used or stored on a non-production basis. A laboratory also includes any area where samples are used or stored, including sample receiving. No personal clothing, except that worn by the person during regular duties, may be hung or stored in a laboratory area.

**Laboratory Fume Hood**

A laboratory fume hood is a device enclosed on five sides with a moveable sash, or fixed partial enclosure, on the remaining side. The hood is constructed and maintained to draw air from the laboratory and to prevent or minimize the escape of air contaminants into the laboratory. The hood allows chemical manipulations to be conducted in the enclosure without any portion of the employee's body other than the hands and arms having to be placed inside the hood.

**Medical Consultation**

A consultation which takes place between an employee and a licensed physician for the purpose of determining what medical examinations or procedures, if any, are appropriate in cases where a significant exposure to a hazardous chemical may have taken place!

**Mobile Laboratory**

A mobile laboratory is a temporary laboratory facility moved to a site.

**Mutagen**

A mutagen is a chemical that causes changes in the gene structure that results in altered cell reproduction.

**Nephrotoxins**

Chemicals that may produce kidney damage.

**Neurotoxins**

Chemicals that may damage the nervous system.

**Permissible Exposure Limit**

Permissible Exposure Limit **(PEL)** is the maximum amount or concentration of a chemical that a worker may be exposed to under OSHA regulations.

**Regulated Chemical**

A regulated chemical is one that is considered to be particularly hazardous such that protective measures in addition to the provisions of the safe work practices are required. These chemicals include carcinogens, reproductive toxins, and others that exhibit a high degree of acute or chronic toxicity.

**Reproductive Toxin**

A reproductive toxin is any agent that has a harmful effect on the adult male or female reproductive system or on the developing fetus or child. Such hazards may affect people in several ways, including loss of sexual drive, mental disorders, impotence, infertility, sterility, teratogenic effects on the fetus, and trans-placental carcinogenesis.

**Short Term Exposure Limit**

Short-term exposure limit **(STEL)** is the acceptable average exposure over a short period of time, usually 15 minutes, as long as the time-weighted average is not exceeded.

**Temporary Employee**

A temporary employee is any person working for, or contracted by the company, to perform a task in the laboratory for a limited time, and who may handle hazardous chemicals or samples as part of the assignment.

**Teratogen**

A teratogen is a chemical that has a toxic effect on an embryo.

**Time Weighted Average**

Time Weighted Average (TWA) is equal to the sum of the portion of each time period multiplied by the levels of the substance or agent during the time period divided by the hours in the workday.

**SECTION 1**

## 1.0 POLICY, SCOPE AND PURPOSE

### 1.1 General

This Division Environmental Health and Safety (EH&S) Manual describes the Company's policies and procedures for all facilities. (Refer to Appendix 1 for the operational requirements of facilities located in the State of California.)

### 1.2 Policy

The Company strives to provide a work environment free from recognized environmental safety and health hazards; and requires employees to conduct all work in a manner safe to the employee, the community and the environment. Protection of our employees, the community and the environment is a team effort that begins at the highest level of management.

Every employee can work without incurring an injury or unreasonable exposure to hazardous work conditions. Injuries are preventable and safety is an inherent part of good operating procedures. All employees must adhere to the necessary precautions and time to perform work safely; no job is so urgent that safety precautions need to be compromised. If a job cannot be performed safely, it will not be performed.

Furthermore, all work will be performed in a manner that complies with all Local, State and Federal regulations. The Company will make every reasonable effort to design programs that protect the environment.

### 1.3 Scope and Purpose

This EH&S Manual is the primary component of the Hazard Communication/Waste Management Plan for the Company. For regulatory purposes, this Manual will serve as the Chemical Hygiene Plan (CHP) for laboratory operations and the Hazard Communication Program (HCP) for non-laboratory operations. This Manual does not cover issues relating to radiation safety. Facilities with radioactive materials licenses will prepare a separate radiation safety manual for operations that are carried out at that facility.

This Manual specifically addresses:

- Designation of employees responsible for implementation of the CHP and HCP, including the assignment of Chemical Hygiene Officers (CHO) and Hazard Communication Officers (HCO).
- Control measures for reducing employee exposure to hazardous chemicals including engineering controls, the use of personal protective equipment (PPE), and personal hygiene practices.
- Circumstances under which a particular laboratory operation, procedure, or activity shall require approval from the facility CHO before implementation.
- Measures to ensure the proper functioning and adequate performance of engineering equipment.
- Procedures to be followed during emergencies.

Employees are required to read the sections that apply to the work that they perform and abide by the policies outlined herein. This Manual defines the **minimum requirements** for any Company operation and provides consistent directions for all employees. No exceptions to this Manual shall be permitted without the written approval of the Vice President (VP) – Quality & Environmental Health and Safety (EHS). If a facility exception is approved, the exception shall be attached to the facility copies of the Manual and must be signed off by the VP-Quality & EHS for that division. A facility may implement more stringent requirements with the approval of the VP-Quality & EHS and the Facility/Laboratory Director.

Adherence to EH&S policies and procedures is mandatory and considered an integral part of each employee's performance. When an unsafe condition is observed, the Company expects the employee to take responsibility and immediate action. Every employee is responsible for their own actions and the actions of others around them.

### 1.4 Facility Addendums

Each facility must prepare an addendum to this document that covers specific safety issues (e.g., emergency contacts, list of emergency equipment, etc.) that pertain to that facility. At the front of the local addendum when it is printed must be a Quick Reference Guide, for first responders. In electronic format, this may be an appendix to the local addendum. At a minimum the quick reference guide will be printed and placed where it is readily and easily identifiable for first responders entering the building. This quick reference guide will include:

- Emergency Contact List, with the primary building emergency coordinator identified as such, as the first entry on the list. This list must include phone numbers for the emergency coordinator and any backups. See paragraph 7.2 for the minimum requirement of who must be included on this list.
- Building Floor Plan, including evacuation meeting points
- Building Floor Plan that shows where emergency equipment is located.
- Printed chemical inventory identifying where chemicals are stored. Locations referenced on the inventory must match the building floor plan.

The facility addendum will include:

- Emergency Contingency Plan (refer to Section 7.2). Where possible, include floor plans to indicate where PPE is required, emergency equipment is located and direct evacuation routes.
- List of all transition and exclusion areas in the facility (refer to Section 9.3).
- Lone Worker Policy (includes Couriers). Define such procedures as those taken in case of emergency; steps to take to maintain safety while working alone; and procedures for couriers entering/leaving sites pickups until their return to operations. This policy does not apply to employees who are on business travel.

**NOTE:** Employees at mobile operations, couriers, and those that perform field work must have a communication system so that contact can be established, and must regularly report-in to confirm the status of their safety.

EH&S Document Matrix that describes where information necessary for regulatory and non-regulatory audits is maintained. This is for any information that is not stored electronically as described below and in Appendix XIV. The information in this matrix must contain enough detail for any employee to readily access the data if the Environmental Health and Safety Coordinator (EHSC) is not present. (Changes to this information must be added to the addendum or updated by December 31 of each calendar year).

- Reliable and accessible records storage is a business continuity measure to ensure that safety information and records can be easily obtained when needed. All locations will maintain their historical and current safety records as required by this SOP on the Division Safety Folder, in the sub-folder EHS_Facilities, in their own location sub-folder. While EHSC's may choose to maintain some current/active paper files for convenience/ease of access, or maintain their own local electronic files, the primary storage location for these files is the on-line folder described here. These files are regularly backed up and may be accessed by any EHS Manager or any other EHS Coordinator. Each facility EHSC is responsible for maintaining all of their files in compliance with the company records retention policy and this SOP. The layout of these electronic records is standardized, and is shown in Appendix XIV, Electronic Storage of Safety Related Files and Information. Any files or records that are not maintained electronically, including logbooks, binders or folders maintained at the point of use, must still be addressed in the document matrix of the local addendum. Additional related information may be maintained in the appropriate folder, and the EHSC may create additional sub-folders to store safety related information that may not be addressed here. Some facilities or companies in may not need all of these sections, or may produce records for topics/areas that are not addressed here. In those cases, delete the un-needed folder, retitle an existing folder that is broadly similar, or add folders as needed for totally unrelated topics not part of the company-wide safety program. Those facilities without access to Division Safety Folder should use this outline and Appendix XIV to create an electronic records storage location on their own server (not on a desktop or laptop PC), and that server must be backed up regularly.
- Facility-Specific/Facility Requirements (refer to Section 6.1) Safety issues (e.g., current construction issues).
- Facility exceptions – must be approved by the VP-Quality & EHS.
- List of designated area(s) where carcinogens, reproductive toxins or highly toxic materials may be handled. A designated area may be a specific fume hood within a defined room.

**SECTION 2**

## 2.0 RESPONSIBILITIES

### 2.1 Chief Operating Officer (CEO), Business Unit Presidents, and General Managers

The Company COO is ultimately responsible for the health and safety of all employees. The COO shall hold managers responsible for implementing the provisions of this manual and other programs required under the various regulations; and is responsible for providing ongoing support of the EH&S program.

The COO, Business Unit Presidents and the Vice Presidents of Operations are responsible for ensuring that the requirements of this Manual are complied with by the Facility/Laboratory Directors, the EHSC's and other individuals who report to them. They are responsible for holding these individuals and other employees responsible for the implementation and management of this program for the operations under their control.

### 2.2 Environmental Health & Safety Director (VP-Quality & EHS)

The VP-Quality & EHS is responsible for the development and implementation of the Company's EH&S program and has the authority to stop any operation that has been deemed to have the potential for causing serious damage or injury to employees and/or the environment. Unless there is an immediate threat to life, this decision will only be made after consulting with the executive management. Additional responsibilities include:

- Fulfill all duties and responsibilities as the Division Chemical Hygiene Officer (CHO), Hazard Communication Officer (HCO),
- Provide leadership and technical assistance to the Company in EH&S areas.
- Monitor regulatory developments in EH&S, distribute relevant information to operations, and establish guidelines for regulatory compliance.
- Annually review and update the EH&S Manual.
- Evaluate safety audits, and review records to verify implementation of the EH&S Manual and other safety programs.
- Act as a resource to the Company for environmental, safety and industrial hygiene and related training.
- Ensure executive management is informed of developments that affect Company operations.
- Prepare annual action plans to help ensure facilities are in compliance with Division policies and protocols.
- Identify all reasonable foreseeable situations that could have an impact on operations.
- Respond to emergency situations that develop at facilities.
- Develop and maintain EH&S policies that meet Company policies and protocols.
- Assist operations in developing targets and goals for improving EH&S performance.
- Monitor, audit, and review programs to ensure that they meet the requirements of government regulations and corporate policies.
- Represent employee concerns to executive management.

- Coordinate responses to outside agencies for citations or warnings of regulatory non-compliance.
- Ensure that all accidents are adequately investigated.
- Manage and support the EH&S Managers & RSO.

## 2.3 Division Radiation Safety Officer (RSO)

The Division RSO is responsible for the Company's radiation safety program. The RSO reports directly to the VP-Quality & EHS. Responsibilities of the RSO are as follows:

- Maintains direct access to the VP-Quality & EHS on matters relating to radiological protection.
- Implements the radiation safety program that provides compliance with pertinent regulatory requirements, license provisions, and the Radiation Protection Program.
- Maintains sufficient organizational independence to review and evaluate activities involving the use of radioactive materials.
- Provides Authorized Users and radiation workers with the instruments, protective devices, dosimetry, training, and other items needed to perform their work in accordance with the radiological protection program elements.
- Maintains original copies of all facility licenses/permits, including attachments and amendments, for radioactive materials.
- Directs program to monitor and control radioactive materials throughout the laboratory.
- Conducts radiation safety training.
- Maintains inventory of standards, tracers, and radiological samples.
- Manages segregated area for storing radioactive and mixed wastes.
- Assists facility(s) in developing written plans for handing radioactive wastes.

## 2.4 Facility/Laboratory Directors

Facility/Laboratory Directors have direct responsibility for the prevention of accidents and protection of all individuals who are involved with Company activities in their facilities. This includes employees and all visitors. Facility/Laboratory Directors shall:

- Provide for a safety committee (for all operations with at least 20 people) comprised of the local safety coordinator and representatives from various departments or areas where work is performed (refer to Section 2.10 for additional information).
- Ensure that all facility-specific exceptions to the EH&S Manual are approved by the VP-Quality & EHS.
- Enforce the EH&S program and the requirements of the manual in conjunction with the EHSC.
- Ensure that all employees – this includes full-time, part-time and temporary hires- are trained in the EH&S aspects of their jobs.
- Assist in the development of appropriate safety precautions for new projects and procedures.
- Monitor the collection, storage and disposal of hazardous wastes to ensure regulatory compliance.

- Monitor use of engineering controls, such as fume hoods, and arrange for prompt repairs as needed.
- Verify that exposure monitoring is properly conducted, when required.
- Ensure that periodic inspections are conducted
- Conduct a safety walk through of all work areas at least once every week or when they visit each operation. This does not have to be documented.
- Ensure that EH&S deficiencies are corrected in a timely manner.
- Participate in the investigation process for accidents and near misses.
- Ensure that accidents, near misses, visits or notices of violation from regulatory agencies, or adverse EH&S situations are promptly reported to the VP-Quality & EHS.
- Ensure the lone worker policy as described in this manual is complied with.

## 2.5 Operation Managers

Operation Mangers shall:

- Ensure that the EH&S program is enforced and that this manual is implemented in the facilities under their control.
- Ensure that all employees – this includes full-time, part-time and temporary hires- receive specific training on the hazards of the work to be performed before starting any work.
- Participate in the safety inspection program.
- Ensure that EH&S deficiencies are corrected in a timely manner.
- Conduct periodic walk-throughs of areas to ensure they are safe. This should be performed at a minimum of once a week and more often if reasonably possible. The walk-throughs do not have to be documented.
- Participate in investigating all accidents/incidents that occur.
- Ensure the lone worker policy as described in this manual is complied with.

## 2.6 EH&S Manager

The role of the EH&S Manager is to provide additional resources for the EH&S program throughout the Company, These managers are a resource for the EHSC's, provide guidance in EH&S policies and procedures, and enhance communication on EH&S activities across the Company. The EH&S Managers work collectively with the VP-Quality & EHS for the advancement of the EH&S program across the Company. Their specific duties include:

- Overseeing the EH&S program for the operations within their respective groups, including review of monthly safety reports, incident reports, safety audits, waste handling and investigating the reviews of all incidents/accidents/spills/near misses.
- Assisting and mentoring the EHSC's with developing and implementing specific areas of the EH&S program (e.g., conducting safety audits, evaluating compliance with Division policies and procedures).
- Serving as an expert resource in one or more areas of the EH&S program and be a liaison for such issues to the Company.
- Coordinates questions, inquires, and guidance on EH&S issues.
- Provides support and training for new EHSC's.
- Performs facility/laboratory on-site EH&S audits.

- Ensure that personnel receive appropriate regulatory training as required by the employee's position (e.g., HAZWOPER, DOT, RCRA, Driver's Training).

## 2.7 Environmental, Health & Safety Coordinator (EHSC)

Every laboratory must have a designated EHSC that oversees the day-to-day EH&S activities at the facility and their compliance with this Company's EH&S policies and procedures. Various tasks that are generally performed by the EHSC may be delegated by the Facility/Laboratory Director to employees in the facility. For instance, the facility may have an individual responsible for overseeing the waste management program or the shipping program. The EHSC shall:

- Enforce the EH&S program and the requirements of the manual in conjunction with the local management team.
- Act as the facility CHO or HCO per the OSHA regulations.
- Perform periodic audits to ensure the provisions of the EH&S Manual are being followed.
- Be knowledgeable in the regulations that affect EH&S at the facility where they work.
- Coordinate the investigation of all accidents and incidents.
- Maintain statistics on accidents and injuries. Review the annual reporting of the OSHA 300 Log for correctness, have the Facility/Laboratory Director sign it and ensure it is posted as required.
- Assure that accidents are reported and Workers Compensation requirements are followed.
- Approve safety aspects listed in technical method standard operating procedures.
- Ensure a current chemical inventory or list of chemicals that are used is maintained. The inventory shall be reviewed and updated annually.
- Ensure manufacturers' Safety Data Sheets (SDSs) are current and readily available to all employees.
- Conduct reviews of chemical usage in the facility to assess the potential for exposure to chemical, physical and biological hazards, the need for workplace monitoring, and compliance with environmental regulations.
- Conduct and/or coordinate industrial hygiene activities.
- Coordinate emergency response activities for the facility.
- Ensure that the hazardous waste program meets regulatory requirements.
- Ensure that hazardous materials shipments meet regulatory requirements.
- Ensure that a waste minimization program is developed and implemented as required under any Federal or State regulations for the facility. This is not required for Small Quantity Generators or Very Small Quantity Generators. In some cases, operations may be able to obtain exemptions from their state for this requirement.
- Ensure that appropriate PPE is available, that employees are properly trained in its use, and that correct use of PPE is required and enforced.
- Ensure that training specified in this Manual is provided for all employees; that this training is documented and that make-up sessions are available.
- Participate in discussions of safety matters that relate to the design of new or rehabilitated facilities, or facility capabilities changes that bring different hazards into the building.

- Oversee installation of safety equipment upgrades or modifications to ensure safe working conditions.
- Forward suggestions for improving the Company's EH&S program to the EHS Manager and/or the VP-Quality & EHS.
- Ensure that adequate quarterly inspections are conducted of the main work areas. Office areas should be inspected at least once every year.
- Ensure that inspections of emergency equipment and fume hoods are performed within the required time period.
- Investigate non-conformances and violations of regulations and Company policies regarding environmental and safety issues.
- Accompany an EH&S Manager on an annual audit for one of the operations within at least 3-months of when they are appointed to the position, or review the latest EH&S audit report and findings covering the EHSC's home facility with the EHSM.
- Conduct internal audits for compliance with regulations and Company policies. Implement a system to assure proper tracking and closure of audit findings.
- Submit a monthly report of environmental and safety activities to the VP-Quality & EHS.
- Act as a designated contact with local regulatory agencies in matters relating to environmental health and safety.

## 2.8 Department Managers and Supervisors

Department Managers and Supervisors are responsible for the immediate safety of the employees they supervise and will not permit work to be carried out in an unsafe manner. It is imperative that Department Managers and Supervisors enforce all Company EH&S policies & programs. Their responsibilities are as follows:

- Review the appropriate sections of the Safety Manual.
- Ensure all necessary steps are taken to comply with known environmental and safety issues.
- Communicate, implement, support, and enforce all Company safety policies and programs.
- Review and comment on all reports relating to environmental and safety issues.
- Assure that each new employee, whether temporary or permanent, receives appropriate safety training at the start of employment. Managers and Supervisors will use the new-employee safety orientation checklist as the means for training new employees. This form, once completed and signed, should be maintained in the employee's personnel file. The Division Safety Manual also serves as the basis for employee safety training. The "Training Presentation and Tests" of the EHS page on TANet OASIS provides further information on safety training information available; safety meeting presentations are available on selected topics to assist supervisors with periodic safety training.
- Ensure employees attend or make up all monthly or mandatory training sessions.
- Conduct an Area Safety Analysis for your work area. It is critical that all work areas be organized in a manner that will allow employees to work safely. Hazards that can be reasonably anticipated must be identified and controlled. Work areas must be assessed for hazards to identify actions that need to be taken to reduce the potential risk to the employees, others who enter the work area and the Company. Each operation will prepare an Area/Job Safety Analysis Form (ASA/JSA) of the various work areas throughout the operation.

- Each supervisor is required to conduct regular inspections of their work area. Conduct periodic self-audits of the work areas they supervise. It is recommended that a daily walk through of work areas be conducted. Even though it is not a requirement to document the walk through it is recommended that notes of problems found and corrective actions be kept.
- Ensure that all employees have current certifications and training as required by their job function.
- Ensure that all reported environmental and safety hazards are properly eliminated or corrected. Hazards that cannot be immediately corrected should be reported to the local EHSC, or if necessary the VP-Quality & EHS. These individuals will assist in developing and implementing corrective actions whenever possible.
- Document violations of EH&S policies, procedures and rules. This includes documenting any disciplinary action that might be taken.
- Assist the EHSC in determining the required levels of PPE.
- Review PPE requirements with their employees; ensure that the PPE is available and in working order; and in use by all employees.
- Ensure that EH&S deficiencies are corrected in a timely manner.
- Ensure that employees review the SDSs or receive training on new materials which are received for use.
- Participate in investigating all accidents/incidents that occur in their area. Supervisors should involve their employees in their accident prevention activities. Employee observation and feedback to correct at-risk behaviors of coworkers and praise safe behaviors is an effective and recommended technique. A team of employees for investigating accidents and incidents and to perform workplace inspections is recommended.
- Ensure the Lone Worker Policy as described in this Manual is complied with.

## 2.9 Employees

The effectiveness of any safety program is dependent upon the actions of each employee who must follow all Company EH&S rules and policies set forth. It is imperative that each individual thoroughly understands the risk and hazards that might be associated with the work they perform. If an employee is ever in doubt as to whether work can be performed safely, he/she must discuss such concerns with his/her department manager or supervisor. If necessary, contact their EHSC, EH&S Manager and/or the VP-Quality & EHS. Employees shall:

- Think before acting.
- Read the sections of this document and any related EH&S documents that are applicable to the work they perform. This must be performed before work is conducted for the first time.
- Observe safety rules outlined in this Manual and any other EH&S documents.
- Develop and practice good work habits and safety practices.
- Conduct activities in a safe manner to ensure his/her safety as well as that of their co-workers.
- Properly use PPE.
- Incorporate the information learned during ongoing training sessions into the work being performed.
- Correct unsafe work practices or conditions when first observed.
- Notify department managers or supervisors and the EHSC of any potential health or safety hazards that may be observed. Ensure that all containers of chemicals are properly labeled

with the identity of the chemical and its hazards.

- Be alert for unsafe conditions that might affect other employees and visitors and take responsibility to ensure that issues are corrected.
- Immediately report all accidents and incidents to department managers or supervisors and the EHSC.
- Assist the EHSC in completing all required accidents forms.
- Assist and help train new or temporary employees who are not familiar with the work being performed.

## 2.10 Safety Committees

The safety committee is a mandatory requirement for all laboratory operations. The purpose of the committee is to assist management in implementing safety programs and procedures, while providing staff members with a means to express concerns relating to safety. If used properly, a safety committee will prove a positive asset to local operations. For the purpose of 29 CFR 1910.1450, this committee is also referred to as the Chemical Hygiene Committee.

Any facility with 20 or more employees will have an active safety committee. Some states (e.g., California) require operations with more than 10 employees to have a safety committee. If state regulations are stricter, the state regulation will be followed. The committee will include representatives from various departments with the majority of the members from non-management roles. Members should serve for no more than 2-years and preferably no more than 1-year; and should attend every meeting. The EHSC will serve as the permanent chair for the safety committee.

The safety committee members shall:

- Attend scheduled meetings which will meet at least six times per year on a bi-monthly basis
- Maintain meeting records and post meeting minutes within their facility and in the Division EHSC folder \\tacorp\Corp\EHS\EHS_Coordinator or equivalent shared/secured IT location.
- Present safety concerns from staff members they represent to the safety committee and management.
- Provide recommendations for resolving safety issues.
- Assist, as necessary, in analyzing safety issues and accident investigations.
- Report information covered during safety committee meetings to employees they represent.
- Assist the EHSC in ongoing safety training as necessary.
- Maintain a high level of safety program awareness and visibility.

SECTION 3

# 3.0 GENERAL PRINCIPLES FOR WORKING WITH HAZARDOUS CHEMICALS

## 3.1 Chemical Exposures

The key factor in working safely with chemical, physical and biological hazards is preventing or minimizing potential exposure. **NOTE:** Precautions protect employees from radiological hazards are included in the Radiation Protection Program for each facility – where applicable. Exposure levels can be greatly reduced or eliminated through the use of engineering controls, administrative controls, and personal protective equipment (refer to Sec. 8).

It is prudent to minimize all chemical exposures. General precautions for handling chemicals are included in this manual. Precautions that are specific to a particular procedure or method are available in the standard operating procedures (SOP) used at the specific facility. The individual SDSs should be consulted for the precautions that relate to specific chemicals.

Samples received at any of our facilities usually have an unknown degree of hazard. Unless otherwise informed, employees must assume samples are hazardous and minimize exposure (e.g., use of PPE). It should be assumed that mixtures are more toxic than the most toxic component, and that all substances of unknown toxicity are toxic.

## 3.2 Engineering Controls

Protection of the employee is accomplished by developing an awareness of the chemical hazards and by keeping chemical exposure under control through the use of engineering and administrative controls. Laboratory employees must be familiar with the proper use of these safeguards. The EHSC or designated personnel must monitor employees to ensure engineering controls are functioning properly and are being used correctly.

Our facilities use various engineering controls to reduce, capture, or contain chemical hazards. Examples include but are not limited to:

- Ventilation systems (Heating and Air Conditioning)
- Fume Hoods (e.g., sash testing))
- Approved storage containers (e.g., refrigerators, freezers) and storage cabinets.
- Fire Extinguishers
- Satellite Waste Accumulation

Engineering controls will be properly maintained and inspected; and must not be used beyond their designed limits.

## 3.3 Prevention of Fires and Adverse Reactions

The risk of fire can be reduced by limiting the quantity of chemicals stored and by reducing the use of ignition sources or open flames. The proper storage of chemicals minimizes the risk of hazardous chemical reactions.

## 3.4 Implementation of the Chemical Hygiene / Waste Management Plan

The minimum requirements for implementation of the EH&S Manual as the Chemical Hygiene Plan (CHP) and the Hazard Communication Plan (HCP) (refer to Section 1.3) includes the following elements:

- Provide initial training and refresher training on the requirements of the OSHA Laboratory Standard (29 CFR 1910.1450) or general industry Hazard Communication Standard (29 CFR 1910.1200) as they apply to the individual operations, EPA waste regulations, DOT regulations and the contents of this manual.
- Evaluate and modify, if necessary, the engineering controls available in the facility.
- Enforce safe work practices.
- Implement an effective hazardous waste management program.
- Evaluate the use of hazardous chemicals. Based on this evaluation, workplace monitoring shall be conducted as needed.
- Implement a medical surveillance that meets regulatory requirements.
- Implement an effective ergonomics program.
- Implement an effective hazardous materials shipping program.
- Conduct annual reviews of the EH&S Manual and site specific Facility Addendums.
- Conduct annual reviews of Hazardous Waste Programs and Contingency (Emergency Action) Plans for each facility.

It must be understood that this program is designed to minimize potential exposures. Implementation must be a continual effort for effectiveness.

## 3.5 Enforcement of Safety Policies (Administrative Control)

Laboratory management is responsible for implementing and enforcing the elements of the EH&S Manual (refer to Section 2). Failure to adhere to the requirements in this Manual may result in disciplinary action up to and including termination of employment. Disciplinary actions will be coordinated with Human Resources to ensure compliance with Company policies.

## 3.6 Guidelines to Stop an Unsafe Operation

The Company is required to provide employees with a work place that is free of known hazards. In certain cases, it may be necessary to stop work on a project or procedure. It must be clearly understood that each employee has the right to stop work when conditions are unsafe. All employees have a responsibility to assist in correcting unsafe conditions. The decision to stop an operation or procedure should be carefully considered since it can have a financial impact on the local operation. Reasons a procedure or operation might have to be stopped include:

- Employees experience serious symptoms that indicate an overexposure to hazardous chemicals in use.
- Failure of critical equipment (e.g., fume hoods) used in the procedures being performed.

- Employees are faced with a serious safety issue (e.g., employee injury or serious weather conditions that might endanger the employees).

The following procedure is to be followed when an operation or procedure must be stopped.

- Immediately contact the Department Manager/Supervisor and the EHSC. Management and the EHSC will decide if workplace conditions represent an immediate risk of injury or illness to employees. All reasonable efforts will be made to resolve the issues. If necessary, the ESHC will issue a Stop Work Order*. A Stop Work order is immediately binding and must be followed by all affected employees and subcontractors.
- If a Stop Work Order is issued, the EHSC must contact the Facility/Laboratory Director and request assistance in implementing corrective action so that operations may be safely resumed. This must be performed as soon as possible. The ESHC will review the situation and decide on actions to be taken. Work may not proceed until both the ESHC and management determine the operation to be safe.
- If all parties are unable to agree on a corrective action plan, or the appropriateness of the Stop Work Order, the issue will be referred to the Vice President of Operations for the laboratory and the VP-Quality & EHS. These individuals shall review the findings and approve, reject, or offer an alternate solution.
- Once all parties have determined that the operation is safe, work may be resumed.

***NOTE:** When a Stop Work Order is issued, the EHSC will log an Accident/Illness/Incident report in the VELOCITY EHS database (Refer to Section 7). The EHSC may collect the information pertaining to the Incident on an Accident/Illness/Incident Worksheet, form number CW-E-WI-001, in order to facilitate the preparation of the official VELOCITY EHS report.

## 3.7 Permissible Exposure Limits (PEL)

Management and employees are responsible to maintain their potential exposures as low as reasonably possible. Exposures to hazardous materials must be kept below the PELs specified under 29 CFR 1910.1000 Subpart Z. If the facility is located in a state that has a state run OSHA program, and regulations for that state are stricter than the Federal regulations, the limits in the state program will take precedence. If a hazardous chemical has not been assigned a PEL by OSHA but has been assigned a TLV by NIOSH or the ACGIH, all reasonable efforts will be made to keep exposures below the limits established by these organizations.

Certain chemicals are assigned an action level. This is usually half of the PEL. If the material has a specified action level, the provisions of the applicable standard will be followed. If OSHA, NIOSH or ACGIH have not assigned an action level to a hazardous chemical, the Company will consider the action level to be ½ of PEL for the material.

**SECTION 4**

## 4.0 TRAINING REQUIREMENTS

### 4.1 General

Federal OSHA Standard 29 CFR 1910, State regulations and good safety practices require that every employee be adequately trained to recognize and avoid hazards that could cause injury or an accident resulting in personal injury, property damage or loss of productivity. The major cause of many accidents directly relates to a lack of proper training. For this reason, the Company has adopted the following policy relating to training of employees:

- All employees will be properly trained to recognize and avoid the hazards of their jobs prior to performing their job/task.
- Training will be performed within the time frame specified in the applicable regulations and this Manual.
- Accurate records will be maintained to document training. (Refer to Sec. 4.9 for documentation requirements.)

This section outlines the training requirements and encompasses the following categories:

- New Employee Orientation
- On-The-Job Training
- Specialized Training
- On-Going Monthly Training
- Refresher Training

Each of these categories has slightly different requirements. All employees, including temporary and part-time employees, must receive the same level of training as full-time employees.

### 4.2 New Employee/Orientation Training

All employees must complete this training before beginning work. The training must be documented on the New Employee Safety Orientation Training Checklist (form number CW-E-WI-004). In addition to this checklist, new employees will be given a follow-up test to determine if he/she retained the information provided during the orientation training. The test will be given to the employees 30 to 60 days after completion of the orientation training.

New employee training will include a review of the following (as applicable):

- Applicable sections of this Manual to the employee's job responsibilities.
- General safety and work practices that apply to the employee's work.
- Emergency procedures.
- Alarm systems and available emergency equipment.
- Employee's right to access medical records.
- Employee's right to seek medical attention.

**NOTE:** This includes procedures to be followed for obtaining medical attention. Employees will be instructed that the Company will pay for medical consultations and treatment for work related injuries, illnesses or exposures that could adversely affect the employee's health. The employees in the analytical laboratory division will be required to review and sign the Annual Carcinogen Review Form (form number CW-E-WI-014)

- Reporting accidents and near misses.
- DOT familiarization training.

Employees who ship hazardous materials or hazardous waste must receive basic general DOT familiarization training at least once every 3-years. Employees who prepare and ship hazardous materials (per 49 CFR regulations) must have general awareness training. [Refer to Training Presentation number CW-E-T-007, Shipping Small & Excepted Quantities (DOT Haz. Materials - Sampling Kits) available on the Company's Intranet Site (Oasis/EH&S)]. All other employees must be made aware of the Company policy prohibiting them from packaging and shipping any hazardous materials.

- How to detect the presence or release of hazardous chemicals.*
- Review the Hazard Communication and Laboratory Standard PowerPoint (Oasis/EH&S), as appropriate. This training will include but is not limited to physical and health hazards of the chemicals most commonly used at the facility or on the job where the employee works.
- Review the carcinogens that could be used in the methods and the list of carcinogens that may be contained in the stock standards used in the various methods carried out. The employees in the analytical laboratory division will be required to review and sign the Annual Carcinogen Review Form referenced above.
- Methods for obtaining SDS's and what to do if an SDS is not available.
- Protective measures to prevent or minimize exposure to hazardous chemicals.
- PPE requirements as required by the work performed by the employee. *
- Waste storage, handling and disposal procedures. *
- Ergonomics in the work place.
- Proper lifting procedures.

Employees who handle ice chests and sample shipping containers, such as couriers, bottle prep and sample receiving/admin staff, must receive basic Manual Material Handling training when they start and annual refresher training. [Refer to Training Presentation number CW-E-T-010, Manual Material Handling – Part 2, along with the video and quiz, available on the Company's Intranet Site (Oasis/EH&S)].

*This information does not have to be covered with employees in clerical or administrative positions. Training documents are available on the Company's Intranet Site (Oasis) under the EH&S directory.

## 4.3 On-the-Job Training

The materials in this manual are intended to focus on general safety concerns that are applicable to a wide-range of situations. Some tasks have specific safety concerns that must be addressed by alternate means. On-the-job training will address these issues and routinely be conducted by the department manager, supervisor or designee. The EHSC will assist wherever possible. Employees will not be allowed to work unsupervised until completing this training.

## 4.4 Specialized Training

The reasons for specialized training will vary depending on the situation. There may be a limited number of employees who perform a task, and training may not be required for the majority of the work force. There may be special requirements under the regulations governing the work being performed, or special skills may be required to perform the work. Specialized safety requirements must be listed in the SOP for the work being conducted.

When specialized training is required, it will be conducted by the EHSC and/or a qualified outside vendor. The Company has established a training program to meet most of these regulatory training requirements. The Company's Oasis/EH&S Intranet site provides a schedule and a catalog of the courses offered.

Areas where specialized training is required include, but are not limited to:

### 4.4.1 How to prepare an Accident/Illness/Incident Worksheet (Form No. CW-E-WI-001)

Training must be completed by the EHSC, human resource coordinators, department managers, or the Facility/Laboratory director.

### 4.4.2 How to prepare a Area / Job Safety Analysis (Form No. CW-E-WI-009) for Work Areas (refer to Section 17)

Mandatory training for all EHSC's, Department Managers, and Facility/Laboratory Directors. Training records will be filed in the employees training file by the EHSC. This training is also suggested for the safety committee representatives to assist them in the process of preparing the Area/Job Safety Analysis.

### 4.4.3 Hazardous Materials Emergency Response Activities (HAZWOPER/29 CFR 1910.120)

Mandatory training for individuals who work on Superfund clean-up sites; are the primary emergency coordinator on a site where RCRA hazardous waste is generated; or who are part of a spill response team at sites where RCRA hazardous waste is generated.

- The minimum level of training for the primary emergency responder and employees who are designated to respond to spills which require a designated emergency responder is 24-hours per the standard.
- If an employee serves on a response team and will be required to wear a respirator, they must have 16-hours of additional training per the standard. All other employees must complete 40-hours of training per the standard.
- All employees who are required to complete this training must complete 8-hours of refresher training every year.

Employees who have been trained as emergency responders as per 29 CFR 1910.120 or who may have to work at Superfund or waste clean-up sites must also receive 8-hours of refresher training at least once each year for their certification to remain valid.

### 4.4.4 Waste Management Regulations

Mandatory training for all individual(s) who oversees the RCRA hazardous waste program at a facility. The employee who manages the waste management program at the facility must receive refresher training on waste management regulations (RCRA) at least once each year. This individual may train other employees on procedures for managing waste on site.

### 4.4.5 Transportation of Hazardous Materials

Training must be completed every 3-years by individuals who sign hazardous waste manifests or who may ship hazardous materials off-site. The training must cover the DOT regulations which apply to the work performed by the employee. Employees who only prepare and ship sample kits to clients via common couriers must have current training on procedures for shipping materials under the provisions for exempt small quantities of hazardous materials. If sample kits are shipped to clients in Company vehicles or by private couriers, the employees must be trained on the DOT 49 CFR Section 173.6 requirements for shipping materials of trade. They may not ship larger quantities of hazardous materials unless they have completed full DOT training on procedures for packaging and shipping hazardous materials.

### 4.4.6 First Aid/CPR

In compliance with ANSI and OSHA guidelines, operations that do not have ready access to emergency medical services shall have employees who are First Aid trained. Ready access is defined as being able to obtain the services of an Emergency Medical Technician within approximately 3-4-minutes. However, operations may choose to offer First Aid/CPR training to individuals on a voluntary basis. The decision to do so is up to the Facility/Laboratory Director. All Company facilities have ready access to emergency medical services and some field services personnel may work on industrial or remote sites where they do not have ready access. These personnel will receive this training once every year by a certified instructor.

### 4.4.7 Use of Lockout/Tag-out (LOTO) Devices

Training must be completed annually for all individuals who perform maintenance on equipment that might require the use of LOTO devices. LOTO is used to prevent equipment from being accidentally turned on while the maintenance is being performed. In most cases, this work will be performed by outside vendors who must provide a copy of their LOTO program to the EHSC for review. If the work is carried out by Company employees, the facility must have a separate LOTO program for employees. Training must be in accordance with OSHA Standard 29 CFR 1910.147.

### 4.4.8 Exposure to Bloodborne Pathogens

Training must be completed annually by individuals who might handle materials that could be contaminated with Bloodborne Pathogens per the OSHA Standard 29 CFR 1910.1030 or whose job requires them to have First Aid/CPR training. Employees who fall into this category will be trained on Section 19, Bloodborne Pathogen Program, on an annual basis.

### 4.4.9 Use of Respiratory Protection

Training must be completed annually for individuals whose work requires the use of a respirator. Operations must have a separate written respiratory protection program that meets the requirements of OSHA Standard 29 CFR 1910.134.

### 4.4.10 Work with Radioactive Materials

Training is required annually for individuals with radioactive materials licenses. The percentage of employees who must be trained and the level of training will vary depending on the provisions specified in the facility's radioactive materials license.

### 4.4.11 Radiation Safety Officer (RSO) Training

Per NRC regulations, RSOs at operations with major radioactive materials licenses must complete a certified and documented training course for Radiation Safety Officers prior to being appointed to the position. This generally does not apply to operations whose license only covers minor sources such as ECDs. Consult your individual operation or contact the VP-Quality & EHS if you are unsure if this requirement applies to your operation. If the requirement applies to your operation, the RSO must attend refresher training at least once every 5-years. If the RSO's initial training is more than 7-years old and he/she has not completed regular refresher training every 5-years, he/she must attend a complete new course.

### 4.4.12 Electrical Service or Repair

Training required annually for any individual who works on or services electrical equipment or systems. The training must comply with the OSHA standard 29 CFR 1910.147, the control of hazardous energy (LOTO).

### 4.4.13 Use of Forklifts

Training required every 3-years by individuals who are authorized to use forklifts.

### 4.4.14 Safe Driving

All employees who drive Company-owned or leased vehicles must complete safe driving training once every 3-years. Employees must complete further training after being involved in a preventable vehicle accident or when there are indications the employee needs to repeat the training.

### 4.4.15 24-hours of Laboratory Safety Training or 30-Hour OSHA Certification Training

Training must be completed by a qualified vendor within 2-years of assuming this position.

## 4.5 Monthly/Bimonthly Training

Department managers and supervisors must ensure that employees attend ongoing EH&S training sessions. These sessions are necessary to keep staff members' current of safety concerns that might affect operations. These meetings should minimize the impact on production and be designed to fit each department's needs.

At a minimum, a training session must be conducted at least once every 2-months by the EHSC's or designee. Shorter monthly sessions are encouraged as they can be more effective than less frequent and lengthy sessions. If the VP-Quality & EHS determines that the local program is experiencing problems and would benefit from additional training sessions, the VP-Quality & EHS may require an operation to training on a monthly basis. If training is conducted ever other month, at least two topics which apply to the majority of the employee issues must be addressed. Training conducted on a monthly basis will only address one topic.

All of the topics listed in Section 4.6 will be addressed over a 12-month period. Each training topic should last between 15-30 minutes. If monthly sessions are conducted, the training should be able to be conducted within this time frame. If training is conducted every other month, 30-60 minutes should be allotted for the training.

One additional training session or another type of venue determined by the Facility/Laboratory Director (e.g., laboratory meeting) will be used to review the findings from the annual audit (refer to Section 12).

Employees must attend as many training sessions as appropriate to their position and duties and based on the guidance in Section 4.6. Employees may only be excused for compelling business reasons or if on approved leave. Facility/Laboratory Directors must approve absences due to business reasons. Unless there are extraordinary circumstances, employees are required to make up training by the end of the following month of which the original training session was conducted. Knowledge gained from these training sessions will be evaluated during Division EH&S safety audits.

Training provided by clients or outside vendors that coincide with a topic defined in Section 4.6 may be used to comply with this requirement. In many instances, the EHSC or safety committee representatives will be able to conduct the training. Regardless of the meeting format, these meetings will be documented (refer to Section 4.9). Training documents for monthly training sessions must be filed with the EHSC.

## 4.6 Monthly/Bimonthly Training Topics

Many functions require refresher training on a periodic basis. Employees who work in laboratories or non-administrative positions must receive annual training on the topics listed below. Managers who oversee employees working in laboratories or non-administrative areas must also attend these trainings. The training may be modified or abbreviated as necessary for employees working at remote operations. All training presentations and quizzes are available in the Company's Intranet website (Oasis/EH&S/Safety Training and Tests).

**4.6.1** Hazard Communications [e.g., OSHA Laboratory Standard] – Awareness to hazards that apply to the operation where the employee works (Section 5). This EH&S Manual is the communication mechanism for the Company's EH&S program.

**NOTE:** A list of the carcinogens that might be used by employees is provided in Appendix XII. Awareness of this list & their possible use of these chemicals (e.g., stock standards) must be documented using the Annual Carcinogen Review Form (form number CW-E-WI-014).

**4.6.2** Annual EH&S Manual Review – Detailed review of changes/amendments to the EH&S Manual for the upcoming calendar year, including basic topics not covered in other presentations.

**4.6.3** PPE – Requirements for laboratory & field employees as well as visitors [e.g., clients, vendors]. (Section 8).

**4.6.4** Emergency Procedures – How to respond to emergency situations [e.g., Evacuations, Accident/Illness, Exposures] which include specific information for each facility's addendum]. (Section 7).

**4.6.5** Fire Extinguishers – Proper use & use by trained personnel only.

**4.6.6** Waste Management – Waste disposal procedures and pollution prevention that apply to facility work & state regulations including specifics on each facility's Waste Management Plan, as appropriate. (Section 13).

**4.6.7** Glassware Safety/Cut Protection – Proper procedures for handling glassware to avoid accidents/injuries (Section 9.7).

**4.6.8** Use and Storage of Hazardous Materials – Procedures for minimizing exposure (PPE) & available resources (e.g., SDS's, Personnel). Refer to Section 10 for Non-Microbiological Labs/Section 16 for Microbiological Labs.

**4.6.9** Ergonomics – Adapting the work place to reduce the probability accidents and illnesses. (Section 15).

**4.6.10** Proper Lifting procedures – Ensure physical safety (e.g., Back Safety) (Section 15)

Administrative employees are required to attend training sessions on items 4.6.1 – 4.6.5; 4.6.9 and 4.6.10.

Any employee who is absent from a training sessions must attend a secondary session by the end of the following month. With the exception of the manual review (4.6.2), documentation for all mandatory topics must include a test to demonstrate that the employees understand the material presented.

## 4.7 Training Guidelines for Other Training

EHSC's may determine that additional training may be beneficial to their employees. OSHA has developed guidelines for developing training.

- Determine if training is needed.
  - Recent audit comments; internal walk-through evaluations.
- Identify who needs to attend the training.
  - Administrative personnel; selective lab groups
- Identify the goals and objectives.
  - Recent or past incidents; local or alternate facility issues warning objectives.
- Develop learning activities.
  - Question the audience for input/opinions.
- Conduct the training.
  - PowerPoint is generally the preferred media.

- Evaluate the effectiveness of the training
  - Quiz the audience on the training content (take as a group; documented).
- Improve or supplement the training as necessary.
  - Follow-up discussions.

## 4.8 Documentation

New employee orientation training (refer to Oasis/EH&S) will be documented on the New Employee Safety Orientation Training Checklist (form number CW-E-WI-004). There are three options to document other training at the facilities:

- Questionnaire – The answer sheet must be dated and signed by both the employee and the instructor. This method must be used to document training for mandatory topics.
- Certificate of Completion or Attendance – Usually provided by the vendor or trainer conducting the session. This may be accompanied by a memo describing the specific training that was conducted.
- Attendance sheet.

A detailed description of the training material or a class outline will be included with all training documentation (e.g., Attendance Roster). If multiple topics are presented during one session, a description of each topic will be included on the attendance roster or a separate training roster for each topic will be used.

All safety training records must be filed with the facilities EHSC. Training records for mandatory training (e.g., annual waste training, DOT hazardous materials training, etc.) will be filed in the employees training file. Records for monthly training sessions will be maintained by the EHSC.

**SECTION 5**

# 5.0 HAZARD COMMUNICATION PROGRAMS

## 5.1 General Overview

All employees have the right to be informed of the hazards of the materials they work with, and to be properly trained to handle those materials in a safe manner. There are two OSHA regulations that specifically address these issues. The OSHA Laboratory Standard (29 CFR 1910.1450) addresses employees that work in laboratories; whereas the general Industry Hazard Communication Standard (29 CFR 1910.1200) addresses employees at other types of operations. The intent of these regulations is to ensure that employers inform their employees about the hazards of materials to be used and the methods employees will follow to protect themselves. The OSHA laboratory standard requires the employer to develop and maintain a written Chemical Hygiene Plan (CHP) to address these items for operations. The 29 CFR general industry standard additionally requires the employer to develop a Hazard Communication Program (HCP) for operations.

As previously stated, this manual serves as the CHP and HCP for the various Company operations. The EHSC for each site will serve as the Chemical Hygiene Officer (CHO) or Hazard Communication Officer (HCO) for that location. The EHSC has the full authority for the implementation and execution of all provisions of this EH&S Manual. The VP-Quality & EHS will serve as the CHO for the Company.

## 5.2 Components of the Company Environmental Health & Safety Program

In order to understand the EH&S Manual, the employee must recognize its use in the Company's overall EH&S Program. The Manual is designed to provide our employees with the basic information to recognize health and safety hazards of the materials and surroundings within in their workplace in order to conduct their work in a manner safe to themselves, their co-workers and the environment. There are several other components of the EH&S program that also contribute critical information to employees. These components are discussed in further detail in the sections below. A copy of the EH&S Manual is available on the Company's intranet site (Oasis/EH&S).

### 5.2.1 Standard Operating Procedures (SOPs)

Every method or procedure carried out by Company employees must have an SOP, which is available to the employees. These procedures contain information concerning specific hazards that are associated with the work process as well as a list of specific hazards and chemicals that will be used by the employee. Employees must review the SDS's for all listed materials.

### 5.2.2 Chemical Inventories/Lists

The facility must provide the employee with a list of hazardous materials they could be exposed to during the work process. There are two acceptable ways for facilities to accomplish this goal.

- The EHSC may prepare and maintain an inventory of all chemicals, or reagents, used at their facility.
- List all materials used in the individual SOPs for work that is conducted.

The EHSC is responsible for maintaining a list of all chemicals that employees could be exposed to by contractors who work at Company facilities. Each contractor is responsible for providing this list. Employees must review the SDSs for the materials they will handle. The VP-Quality & EHS and/or an EH&S Manager will periodically audit Company facilities to ensure that the list of chemicals is current and accurate.

### 5.2.3 SDS / Files

All manufacturers are required to prepare SDSs for materials they produce or import. They, or their distributors, are required to provide copies of these SDSs to those who purchase these materials. If an employer cannot obtain an SDS for a material, they are to set the material aside until an SDS can be obtained.

Electronic copies of SDSs are readily available in a database on the Company's Intranet. Facilities may also keep additional copies of SDSs in a master file. However, this is not required and the copies will have to be maintained up-to-date to be of use. Employees who work at client sites must have a current copy of all material SDSs for the materials used available on their vehicle. A copy of the SDS for each material used as a preservative must be given to all clients (e.g., generally forward with their initial container shipment).

In general, all SDSs will be sent directly to the vendor who maintains the Company's SDS database. In some cases, SDSs may arrive with a shipment of a material or they may also be shipped to the facility separately from the material. Regardless of the situation, staff members will send all SDSs they receive to their EHSC who will forward the documents to the vendor who is responsible for maintaining the Company's SDS database. The SDSs will be periodically reviewed by the EHSC for each facility who is responsible for notifying the Facility/Laboratory Director of pertinent changes.

## 5.3 SDS Overview

### 5.3.1 Manufacturers' Obligations

In general, all chemical manufacturers and importers of chemicals are required to provide SDSs for materials they produce or import. [A detailed discussion of the components of a SDS is available in Appendix III.] Each SDS must include all essential information on the hazards associated with that material. Subjects that must be included are:

- Brand/Chemical names
- Main components in the material as prescribed in the regulation
- Manufacturer's name and address
- Emergency contact number
- Physical and chemical characteristics
- Physical and health hazards
- Primary routes of exposure
- Exposure limits
- Status as a carcinogen
- General precautions for safe handling of the material
- Control measures (e.g., engineering controls and PPE) that should be used
- Emergency and first aid procedures

- Date the SDS was prepared
- Revision date

### 5.3.2 Reviewing SDSs

Employees will receive training on SDSs prior to using the materials for the first time, or whenever there are pertinent changes to a SDS. The only exception is for materials that are used in a manner constituting "normal household use" or as a consumer commodity as intended by the manufacturer, e.g., Windex™, when it is only occasionally used to clean office mirrors or windows. Under Company policy, Department Managers/Supervisors are responsible for ensuring this is completed. The Department Managers/Supervisors may conduct the training, may appoint someone to conduct the training, may ask the EHSC to conduct the training, or may allow employees to self-train by reading the SDSs.

### 5.3.3 Obtaining SDSs

NOTE: As per regulation 29 CFR 1910.1200 and Company policy, no employee is to use a material when an SDS is not available.

There are three ways an employee may obtain an SDS for a material they are going to use:
- View and/or print a copy of the SDS from the Company's Intranet site (preferred).
- Contact the EHSC. The EHSC will locate an SDS for the material and provide it to the employee.
- View manufacturers' website.

### 5.3.4 What to do when a SDS is not available

It is possible that an employee may not be able to obtain a SDS using any of the methods listed above. If a SDS is not available, the employee will set the material aside and immediately contact their EHSC. The EHSC will contact the manufacturer and obtain a SDS for the material. Work may not continue until the employee obtains a SDS for the material and has reviewed it.

## 5.4 Training Requirements

All employees who work with or may be exposed to hazardous chemicals must receive training as per regulation 29 CFR 1910.1200 that is applicable to the area where they work. Refer to the Company's Intranet site for the Hazardous Materials Management (Initial Training) Course and the Hazardous Materials Management (Annual Refresher Training) Course. This training is applicable to administrative employees.

Under the Hazards Communication Program, there are four types of training that must be provided. These are initial or orientation training, a review of the contents of the SDSs, job specific training, and refresher training.

### 5.4.1 Training Components

Employees will be trained in the following manner:

- Provided a hardcopy training presentation or shown a video, which explains the applicable standard.
- Attend a review session that addresses all applicable sections of the EH&S Manual.
- Read the SDS for each material possibly handled or exposed to while working.

### 5.4.2 Job-Specific Training

Some jobs or tasks will have very specific safety concerns that are not covered in this section. These types of concerns must be listed in the SOP for the work being conducted. Employees must be notified of any such concerns before they are allowed to carry out a procedure. In addition, they must not be allowed to work unsupervised until their supervisor or manager is confident they understand the safety issues related to the work being performed.

### 5.4.3 Refresher Training

Refer to Section 4.6 for the topics covered in monthly/bimonthly training sessions. Refresher training on the EH&S Manual and the applicable hazard communication standard must be conducted at least once a year. Depending on the circumstances, refresher training may be needed more often. Refresher training will consist of a review of this and any other applicable sections of the EH&S Manual. Employees will sign a statement that they have read and understood the applicable sections of the manual.

## 5.5 Exposure Monitoring

Whenever employees might be exposed at or near the exposure limits for the materials they handle, exposure monitoring will be conducted. Exposure monitoring is normally conducted when the employee might use large quantities of materials, or when an employee experiences potential symptoms of exposure. Exposure monitoring will also be conducted when the employee reports symptoms that may indicate an adverse exposure has occurred. There are two types of monitoring that may need to be conducted. They are environmental monitoring and medical monitoring. Both types of monitoring are discussed in more detail below. Employees must be informed of the results of any monitoring studies that are conducted. This must be completed within 15-days of the Company receiving the test results. Refer to Appendix XI for additional details

### 5.5.1 Environmental Monitoring

Environmental monitoring can be conducted in several manners, depending on the situation. Continuous monitoring devices, such as meters or badges, may be used in some cases. A primary example of this type of monitoring requires the use of badges and audible alarms that are used to detect hydrogen sulfide gas. A second type of monitoring utilizes detection meters. Noise would be monitored using a sound level meter which may or may not be equipped with alarms.

A third way to monitor for exposure is by collecting air samples using sampling pumps with collection tubes attached or passive monitoring badges. This is the most common form of monitoring. The collection tubes are filled with a sampling media that either changes color or

must be extracted for analysis. Exact exposure levels must be determined using methods, which conform to OSHA guidelines. These types of samples often provide the most exact values. However, the disadvantage is that results may not be available for several days.

Areas will be monitored at least annually where employees work with elevated levels of Methylene Chloride. Areas where employees use other chemicals in elevated quantities will be monitored at least once every two years. This requirement may be met by collecting a sample for each individual employee or by collecting samples from a representative group of employees. If a representative group of employees are monitored, the work performed must represent the worst possible exposure scenario. The sample group should include any new employees who were hired since the last time monitoring was conducted. If the monitoring results are higher than any limits specified in a standard, the medical monitoring requirements listed in the standard will be complied with.

### 5.5.2 Medical Monitoring

Employees will be offered an opportunity for a medical consultation whenever any of the following circumstances exist.

- Acute exposure (e.g., significant amounts of material splashed on or ingested by the employee). A significant amount would be any quantity that would require the use of the emergency shower or eyewash.
- Environmental monitoring indicates that the employee could be exposed to more than 50% of a recommended published exposure limit.
- Employee indicates that he/she is experiencing symptoms that would indicate an adverse exposure might have occurred.
- Regulatory requirement to conduct the medical monitoring (e.g., when employees must wear respirators or are exposed to more than the action level for a particular material).

If any of these situations develop, a qualified physician will decide what tests need to be performed. The decision to seek medical monitoring will be based on specific work conditions, regulatory requirements and potential exposure levels that exist. Whenever there is any doubt as to whether medical monitoring is necessary, contact the VP-Quality & EHS. The monitoring will be provided at the Company's expense. Unless specified under a specific standard, employees cannot be forced to undergo the medical evaluation. Examples of standards which require medical evaluations are the respiratory protection standard (29 CFR 1910.134, Respiratory Protection) and the standard for exposure for hazardous levels of noise (29 CFR 1910.95, Occupational Noise Exposure). If an employee declines the medical evaluation, they must sign the Medical Evaluation Declination Form (Form No. CW-E-WI-002). Employees who decline a medical evaluation may request one at a later date.

## 5.6 Access to Medical Records

Employees have a right to access medical records, which directly relate to their potential exposure to hazardous materials or conditions in the work place. The Human Resources Department is responsible for maintaining all written opinions and other medical records received from physicians who conduct medical exams on the behalf of the employee or employer that relate to work performed at Company facilities. The local Human Resource contact may delegate the responsibility for maintaining these records to the local EHSC. The records will be secured in a confidential manner and maintained for 30-years after the last date

of employment. Employees will need to contact the Human Resources Department to obtain or view a copy of their records. All requests for copies must be in writing.

## 5.7 Signs and Labels

### 5.7.1 Signs

Areas that have special or unusual hazards will have posted warning signs. Standard signs and symbols have been established for a number of special situations, such as biological hazards, fire hazards, and laser operations. Areas designated for use of carcinogens, or other high hazard materials shall be identified and posted.

Signs providing information shall be posted to show the location of safety items such as:

- Eye wash stations
- Safety showers
- Fire extinguishers
- First aid kits
- Emergency spill equipment
- Exits (floor plans with marked routes and "you-are-here" indicators)
- Areas where hard hats, safety glasses and other PPE is required
- Permit required Confined Space areas
- Equipment that requires the use of Lockout/Tagout (LOTO) devices

Refer to Section 6.6 for further information on Safety/Emergency Equipment associated to these safety signs.

### 5.7.2 General Labeling Requirements

Employees are not permitted to use containers of material that are not clearly labeled except as noted below. The manufactures' labels will be maintained on all original containers and will not be defaced. Containers of one type of material must not be used for other materials unless the container is clearly marked to define the contents. When a material is transferred from the manufacturer's container to a secondary container (e.g., squirt bottle, solvent can, etc.), that secondary container must also be labeled. This includes containers that hold non-hazardous materials such as deionized water. If this container is placed in secondary spill containment and the label on the container cannot be read, the secondary spill container must also be labeled. (Refer to Section 6.5.1 for approved storage containers.)

Bulk containers will have the following information posted on the container:

- Identity or name of the product
- Applicable hazard warnings (e.g., NFPA or HMIS warning numbers)
- Name and address of parties who are responsible for the bulk container
- General usage information

Secondary containers at laboratory operations must contain the name of the material. Chemical abbreviations are allowed at laboratory operations; however, the abbreviation must be one that is standard in the laboratory industry (e.g., $H_2O$, MeOH).

Chemical abbreviations are not allowed on secondary containers at non-laboratory operations. Secondary containers at non-laboratory operations must have the following information on the container:

- Identity of the product. This must exactly match the name on the original manufacturer's container.
- Applicable hazard warnings (e.g., NFPA or HMIS warning numbers)

The only exception to the requirements for labeling secondary containers is when a material meets the following criteria:

- Completely used in one shift
- One person will only use the material and is always in control of the person using the material.

A container is considered to be in a person's control if they can see it or touch it.

Pipes or pipe systems shall be marked with the same information that is required for secondary containers. These markings or labels must be located at all inlet and outlet valves.

The employee may use signs, placards, process sheets, batch tickets, operating procedures, or other such written materials in lieu of affixing labels to individual stationary process containers, as long as the alternative method identifies the containers to which it is applicable and it contains all necessary hazard warnings.

### 5.7.3 Globally Harmonized System (GHS) of Classification and Labeling of Chemicals

OSHA has modified the Hazard Communication Standard (HCS) to adopt the GHS to improve the safety and health of workers through more effective communications on chemical hazards. Since it was first promulgated in 1983, the HCS has provided employers and employees extensive information about the chemicals in their workplaces. The original standard is performance-oriented, allowing chemical manufacturers and importers to convey information on labels and SDSs in whatever format they choose. While the available information has been helpful in improving employee safety and health, a more standardized approach to classifying the hazards and conveying the information will be more effective, and provide further improvements in American workplaces. The GHS provides such a standardized approach, including detailed criteria for determining what hazardous effects a chemical poses, as well as standardized label elements assigned by hazard class and category. This program enhances both employer and worker comprehension of the hazards, which will help to ensure appropriate handling and safe use of workplace chemicals. In addition, the SDS requirements establish an order of information that is standardized. The harmonized format of the SDS will enable employers, workers, health professionals, and emergency responders to access the information more efficiently and effectively, thus increasing their utility.

Adoption of the GHS in the US and around the world will help to improve information received from other countries—since the US is both a major importer and exporter of chemicals, American workers often see labels and safety data sheets from other countries. The diverse and sometimes conflicting national and international requirements can create confusion among those who seek to use hazard information effectively. For example, labels and SDSs may include symbols and hazard statements that are unfamiliar to readers or not well understood.

Containers may be labeled with such a large volume of information that important statements are not easily recognized. Given the differences in hazard classification criteria, labels may also be incorrect when used in other countries. If countries around the world adopt the GHS, these problems will be minimized, and chemicals crossing borders will have consistent information, thus improving communication globally.

The three major changes to the revised HCS are in hazard classification, labels, and safety data sheets.

**Hazard classification:** The definitions of hazard have been changed to provide specific criteria for classification of health and physical hazards, as well as classification of mixtures. These specific criteria will help to ensure that evaluations of hazardous effects are consistent across manufacturers, and that labels and SDSs are more accurate as a result.

**Labels:** Chemical manufacturers and importers will be required to provide a label that includes a harmonized signal word, pictogram, and hazard statement for each hazard class and category. Precautionary statements must also be provided.

**Safety Data Sheets:** Will now have a specified 16-section format.

## 5.8 Contractor Work and Multi-Facility Work

There are two major concerns when contractors conduct work at Company facilities or Company employees work at operating company facilities. The first concern is that the contractor not be adversely exposed to any materials used by Company employees. The second concern is that Company employees not be adversely exposed to any materials used by the contractor. For these reasons, the following precautions must be taken when a contractor is allowed to work at Company facilities or Company employees work at operating company facilities.

Prior to allowing a contractor to begin work at a Company operation, the EHSC or designee will complete a Contractor Communication Form (form number CW-E-WI-006). This form provides for the following information:

The contractor will:

- Provide a list of substances Company employees could be exposed to
- Provide SDSs for these materials
- Recommend precautions and protective measures Company employees should take when the hazardous materials are being used
- Review the SDSs of the materials to be used with the Company EHSC
- Provide a list of the physical hazards that Company employees will be exposed to while the work is being carried out
- Assist Company employees in implementing any precautionary measures necessary to protect themselves
- Describe hazards associated with the work (e.g., verification that the Contractor has a Fall Protection Program, a Confined Space Program, etc.).

Company employees will:

- Identify any hazardous materials used by Company employees that the contractor might be exposed to

- Provide the contractor or operating company representative with SDSs for the materials Company employees will use that the contractor's employees could be exposed to
- Provide the contractor with a list of the physical hazards that the contractor's employees may be exposed to while work is being carried out at the Company operation
- Recommend precautions and protective measures to the contractor or operating company representative
- Review emergency procedures for the facility with the contractor's representative. This includes reviewing evacuation routes and procedures, emergency telephone numbers, and specific warning signs and signals for the facility.

If the contract involves work that will be conducted on a routine basis (e.g., janitorial services or air handling maintenance), the form will be completed once before the contractor's employees begin work at the Company operation. It must be reviewed and signed off at least annually to verify if there are any changes. The form does not have to be completed if the vendor is only picking up or delivering materials. Each of the contractor's employees as well as any other visitors who will tour the operation will read and sign a visitor orientation form CW-E-WI-005.

## 5.9 Office Areas

Generally, employees who work in office or administrative areas will not be exposed to hazardous substances. Likewise, there is a limited likelihood that drivers or couriers who only pick up samples from clients' sites would be exposed to elevated levels of hazardous materials. However, the regulations recognize that these individuals have a right to know what hazardous substances are used around them. For this reason, all administrative employees who work in office areas and drivers or couriers will be given a general overview of the hazard communication standard or laboratory standard as it applies to the facility where they work. This review will include emergency procedures to be followed and where information relating to the hazards of the work performed around them is located.

**SECTION 6**

## 6.0 FACILITY REQUIREMENTS

### 6.1 General

It is critical that all work areas be organized in a manner that will allow employees to work safely. Hazards that can be reasonably anticipated must be identified and controlled. Work areas must be assessed for hazards to identify actions that need to be taken to reduce the potential risk to the employees, others who enter the work area and the Company. Each operation will prepare an Area/Job Safety Analysis Form (ASA/JSA) of the various work areas through out the operation. An ASA/JSA is a method used to identify, review and document:

- Processes involved in performing a specific job.
  - Initially to assess risks that are present and what actions need to be taken to control the risks.

- Existing or potential safety and health hazards associated with each Process or step
  - When major changes are complete to the setup of a work area (e.g., when additional equipment is added or major changes are made to the way the equipment is setup or arranged.
  - When major modifications are made to the facility (e.g., construction work).

- Recommended actions/procedures that will eliminate or reduce these hazards and the risk of a workplace injury or illness.
  - When an incident occurs that indicates that a risk was not adequately identified in the last ASA/JSA.
  - No more than 3-years after the last ASA/JSA was performed to determine if there are any changes

The ASA/JSA for each work area will be documented on the designated form (Form No. CW-E-WI-009)

In addition to the ASA/JSA, the VP-Quality & EHS and/or EH&S Manager will conduct an assessment to determine the general needs for each operation. The assessment shall include, but is not limited, to the following (Operations must assure that):

- All equipment is suitable for use, the intended purpose, and conditions in which it is used (e.g., protective/fixed guards installed; sturdy bench-top; appropriate electrical voltage).
- Equipment is only to be used for the tasks for which it was designed (e.g., thick-walled glassware designed for use under pressure; refrigerators for samples only [no food)]).
- All equipment is maintained in a safe condition for use so that employee's health and safety is not put at risk (e.g., fume hood velocity testing).
- Where applicable, equipment must be inspected to ensure that it is, and continues to be, safe for use. Any inspection should be completed by a person trained on the equipment and the EHSC and, where feasible, a record must be kept of the inspection. Inspections should typically be carried out during the following scenarios:
  - After installation but before the equipment is placed into service for the first time.

  - After assembly at a new site or in a new location to ensure that equipment has been installed correctly and is safe to operate.
  - After work equipment has been exposed to any conditions causing deterioration, which is liable to cause a dangerous situation.
  - At suitable intervals, as recommended by the manufacturer or under industry standards.
  - Each time exceptional circumstances occur that are liable to jeopardize the safety of work equipment.

- Possible risks created by the use of equipment are eliminated where possible.
- Employees using work equipment have received adequate training, instruction and information for that particular equipment. (Refer to Section 4.9 for training documentation requirements.)
- All markings are clearly visible and warnings or warning devices incorporated into work equipment for reasons of operator safety are unambiguous, easily perceived and easily understood.
- Dangerous machinery (e.g., glass crushers) has fixed guards or, if that is not practicable because the technology does not exist, other forms of guard or protection devices are available. If none of this is practicable, information, instruction, training and supervision must be provided. (Refer to Section 4.9 for training documentation requirements.) Where possible, such equipment should not be used.
- Workers are not exposed to risks arising from:
  - Articles or substances falling or being ejected from work equipment (e.g., dust from grinding machines).
  - The rupture or disintegration of the equipment (e.g., abrasive wheels).
  - The equipment catching fire or overheating.
  - The unintended or premature discharge of any article, gas, dust, liquid, vapour or other substance which is used, produced or stored by the equipment.
  - Explosions of the equipment or any article or substance used, produced or stored in the equipment.
- As per regulation 29 CFR 1910, workers are protected against burns, scalds and cold sores likely to be caused by any part of work equipment or articles or substances used, produced or stored by equipment.
- All fixed and mobile equipment is stabilized to prevent it from collapsing or overturning.
- Sufficient lighting is provided for workers to use equipment safely.
- Equipment has controls for starting and controlling its use where that is appropriate, and ending operation safely.
- Equipment has, where appropriate, emergency stop controls.
- All controls for work equipment are both clearly identifiable and visible.
- Powered equipment requiring the use of LOTO devices can be isolated from its source of energy (the electricity, gas, air or water that drives it) and the means of isolation is clearly identifiable.

## 6.2 Ventilation Requirements

### 6.2.1 General

Each facility will be equipped with ventilation systems that minimize the potential exposure of employees to hazardous materials. As defined in the OSHA Technical Manual Section III, Chapter 3, Ventilation Investigation, exhaust stacks should extend at least 10-feet above the highest point on the roof. If the exhaust is within 30-feet of an air intake, the stack must be at least 10-feet above the center point of the air intake. When exhaust fans are installed or repaired, they should be tested to ensure they do not rotate backwards.

General airflow should not be turbulent and should be relatively uniform throughout the facility. Airflow into and within fume hoods must not be excessively turbulent. Employees can reduce personal exposure to hazardous chemicals by using the following techniques:

- Use hoods for all operations that might result in release of hazardous chemical vapors.
- Confirm adequate hood performance before starting each procedure. Deficiencies in hood operation must be reported to the manager or supervisor and EHSC as soon as they are detected.
- Use local exhaust ventilation or traps for equipment that can release hazardous vapors into the room (e.g., vacuum pumps, GCs, distillation columns, etc.). Some traps (e.g., GCMS vacuum pump traps) will need to be replaced periodically based on manufacturer's recommendations.

### 6.2.2 Fume Hoods

Fume hoods are designed to protect employees who work with hazardous chemicals by removing toxic materials from the workers' breathing zone. This equipment is critical for proper ventilation in a laboratory. Fume hoods:

- Should not be positioned at 90° angles and in close proximity to each other.
- Must be tested every 6-months with a calibrated instrument, such as hot wire anemometer to ensure adequate flow and a visual test (e.g., smoke or water vapors). Calibration of flow meter must be within 12 months of each use. If the average face velocity has decreased by more than 10% from the last test, the hood must be retested within 3-months. In most instances, fume hood face velocities will be required to meet the AIHA/ANSI standard for laboratory ventilation (AIHA/ANSI Z9.5-2003). The only exception is when there are specific requirements in a state regulation which requires higher face velocities. Unless otherwise specified, the following guidelines must be used when the face velocities for fume hoods are measured:
  - For the use of extremely small amounts of materials under controlled circumstances (e.g., preparation of small amounts of solvents) - average face velocity of as low as 60 feet per minute (fpm).
  - For other purposes - average face velocity of between 80 and 120 fpm.
  - Continued use with face velocities as high as 150 fpm. However, it is recommended that the velocities be reduced to below 120 fpm.
  - Not to be used with face velocities of less than 60 fpm or more than 150 fpm.

- Must have the sash marked to identify the required position for achieving the minimum desired airflow rate.

  **Note:** The opening at which an employee can effectively use a hood will vary from task to task.
- Don't lift the sash above effective height unless it is to put materials in or take them out of the hood. Always keep the sash between the inside of the hood and your body. Lower the sash if the height is too high to protect your body and face. **Never** climb inside the fume hood or stick your head inside the fume hood.
- Based on best business practices and industry standards, facilities should have face velocities posted on the face of each hood. Documentation on face velocity measurements will be maintained by the EHSC.
- Shall be equipped with a device that will allow employees to verify that the fume hood is operating. This could be as simple as a ribbon that will flutter when the hood is operating. Some states mandate more specific systems to verify both that the fume hood is functioning and that it is functioning at the required level. Employees cannot rely on hearing the fan motor to determine if the hood is operating properly.
- Fume hoods shall be taken out-of-service if the face velocity is such that the sash must be lowered to a point that the operator cannot use the hood effectively.
- Fume hoods shall be taken out-of-service if the sash is not functioning properly, or if the glass is cracked or broken. Never prop open a broken sash.
- When taken out-of-service, it must have a sign posted on it to inform employees that the hood is not working correctly. The sign shall clearly indicate that the fume hood may not be used. It is the responsibility of the area manager or supervisor and Facility/Laboratory Director to ensure that repairs are promptly carried out. The face velocity shall be measured after repairs are complete in order to ensure that the hood is working correctly before it is returned to service.
- Shall not be relied upon to provide explosion (blast) protection unless specifically designed to do so.
- Shall be run continuously when hazardous chemicals are located in the hood or stored in cabinets under the hood that are vented into the hood.

Fume hoods are work areas and are not to be used for storage. Materials and equipment in the hoods shall be kept to a minimum. Equipment and materials must be set up and placed where they will not block vents or reduce airflow.

Based on best business practices and industry standards, materials should be positioned at least 4-6 inches inside the fume hood and away from the edge. When possible, use small blocks or cork rings to lift permanent items such as hot water baths, secondary containers and such as 1-2 inches off of the floor of the fume hood. This configuration allows clear air flow around such items and improves hood performance. The installation of small shelves may help keep the inside of the fume hood more organized.

Each facility will identify those hoods that must be operated at all times to ensure proper ventilation and those which may be turned off when they are not in use.

### 6.2.3 Local Exhaust

Local exhaust systems, such as canopy hoods and snorkels, provide supplemental control by removing small volumes of air directly at the source. To be effective, these exhausts must be placed close to the source of the emissions that must be controlled.

Canopy hoods and slotted hoods provide little, if any, protection when positioned more than a few inches from the source of contamination. The use of these types of hoods can be significantly improved by the installation of tracks and sliding doors (glass or plastic depending on the operation), which contain the operation and function similar to an exhaust hood. Unmodified canopy hoods may be used in conjunction with heat-generating equipment, such as ovens. Canopy hoods must not be used for operations involving hazardous materials, such as mixing chemicals. These types of hoods should be tested every 6-months using a visual test to ensure the smoke or vapors are being adequately extracted.

**NOTE:** Canopy hoods are not to be used for preparation of samples or large quantities of chemicals (e.g., greater than 50-mls) unless the materials have a 0 or 1 NFPA health hazard rating as outlined in Appendix IV (NFPA Rating System).

Ductless hoods that pass air from the hood interior through an absorption filter and then discharge the air into the laboratory are only to be used with nuisance vapors and dust that do not present a fire or toxicity hazard.

## 6.3 Maintenance of Facilities or Engineering Controls

All maintenance and repairs of engineering controls shall be documented. Good equipment maintenance is important for safe, efficient operations. Equipment failure can create an unacceptable hazard level within the laboratory. If the operation cannot be performed safely, the operation or procedure preparation will not continue. Equipment shall be inspected and maintained regularly following the manufacturers' service schedules. Each facility should establish a written maintenance schedule for key equipment. Each operation must establish which equipment is considered key for that facility.

Fume hoods and ventilation systems should be given preventive maintenance by a qualified technician at least every 6-months. When possible, maintenance should be scheduled and performed when the unit can be taken out of production.

Maintenance plans shall include procedures to ensure that when key devices are out-of-service, they cannot be restarted (e.g., remain locked out) until repairs are complete and authorization is granted to proceed. All energized equipment shall be tagged and have in place appropriate devices to allow locks to be attached and to prevent the equipment from being operated while it is being repaired or inspected. Vendor LOTO procedures may only be used with approval of the EHSC.

Only trained individuals shall perform equipment repair.

## 6.4 Alteration of Facilities or Engineering Controls

The EHSC shall review and approve all facility or operation changes related to EH&S. Major facility changes such as addition or relocation of fume hoods, and other ventilation changes, require the approval of the VP-Quality & EHS. Input from qualified Industrial Ventilation Engineers must be obtained when changes in facility exhaust systems are planned. The facility

EHSC shall assist management in reviewing health and safety issues that relate to proposed operation changes.

### 6.5 Hazardous Material Storage

The following rules apply to storage of hazardous materials. If the quantities specified in the following sections are exceeded, the materials must be kept in rooms or storage areas that meet National Fire Protection Association (NFPA) or Uniform Fire Code (UFC) requirements for storage of hazardous materials. The VP-Quality & EHS and/or an EH&S Manager should be consulted whenever there are questions regarding storage of hazardous materials.

#### 6.5.1 Approved Storage Containers

Chemicals must be kept in the manufacturers' original containers or approved containers that are compatible with the material. When possible, large quantities of materials (e.g., 1-gallon or more) that are transferred from the manufacturer's original container should be stored in ANSI approved storage containers. Smaller quantities of materials may be stored in non-ANSI approved containers as long as the container is compatible with the material being used. Refer to Section 5.7.2 for information on General Labeling Requirements.

As a general rule, containers should not be filled beyond 95% of their storage capacity.

#### 6.5.2 Flammable Liquids

The NFPA defines a flammable liquid as any liquid with a flash point less than 93°C (200°F). Flammable liquids are subdivided into Class I, II, and III liquids. Table 6.1 describes the definition for each class of flammable materials.

**Table 6.1**
**Classification of Flammable and Combustible Liquids**

| Classification | Flash Point (°F) | Boiling Point (°F) |
|---|---|---|
| I-A | < 73 | < 100 |
| I-B | < 73 | ≥ 100 |
| I-C | ≥ 73 & < 100 | N/A |
| II | ≥ 100 & < 140 | N/A |
| III-A | ≥ 140 & < 200 | N/A |
| III-B | ≥ 200 | N/A |

Operations will comply with the storage limits specified in the UFC. Table 6.2 lists the maximum amount of material that may be stored in controlled areas. A controlled area is defined as any area other than a warehouse section or liquid storage room that has been designed to meet the requirements of the UFC. Each building may have up to 4-controlled areas as long as there is a 1-hour fire-resistive separation between the areas. The amount of flammable liquid that may be stored in a controlled area may be doubled if the material is stored in an approved storage cabinet. The amount of flammable liquid may also be doubled if the area is protected by a sprinkler system. The amount of flammable liquid that may be stored in a controlled area may be increased by a factor of 4 if the material is stored in approved cabinets and there is also a sprinkler system.

**Table 6.2**
**Maximum Amount of Flammable and Combustible Liquids that may be stored in Controlled Areas**

| Class of Liquid | Maximum Amount in Gallons |
|---|---|
| I-A | 30 |
| I-B | 60 |
| I-C | 90 |
| Combination of I-A, I-B, I-C | 120 |
| II | 120 |
| III-A | 330 |

Table 6.3 lists the maximum amount of flammable liquids that may be stored in warehouse areas and/or liquid storage rooms that have been designed to meet the requirements of the UFC. The materials must be stored in the original DOT shipping containers. If they are transferred to shelves or placed in spill containers for storage, the requirements for controlled areas must be met. Cases of flammable liquids may not be stacked above 7 feet.

**Table 6.3**
**Maximum Amount of Flammable and Combustible Materials that may be stored in Warehouse Areas or Liquid Storage Rooms**

| Class of Liquid | Maximum Amount in Gallons |
|---|---|
| I-A | 7,500 |
| I-B | 15,000 |
| I-C | 15,000 |
| II | 24,000 |
| III-A | 48,000 |

No more than 5-gallons of Class I flammable liquids may be open and in use at any one time in any individual area. No more than 10-gallons of Class II and Class III flammable liquids may be open and in use at any one time in any individual area.

### 6.5.3 Gases

There are 3-types of gases that may be used within the Company. These are:

- Flammable Gases,
- Non-Flammable Gases, and
- Oxygen

In all cases, gas cylinders must be secured so they cannot accidentally tip over.

Flammable gases must be stored at least 20-feet away from all cylinders of Oxygen. The only exception to this rule is when the cylinders are in use by equipment such as a welder or analytical instrument. With the exception of Acetylene, no more than 1000 cubic feet of flammable gas may be stored in any one building. This number may be increased to 2000-cubic feet if the building is equipped throughout with an automatic sprinkler system. The amount may be increased to 4000-cubic feet if the cylinders are stored in a NFPA-approved storage

cabinet or the room has been equipped with a ventilation system that meets NFPA requirements. Larger quantities of these types of materials must be stored in a room that meets NFPA requirements for storage of gases. Specific state or local regulations may further limit the number of flammable gases allowed on site.

### 6.5.4 Other Hazardous Materials

The SDS for each material must be consulted for special storage requirements. In most cases, the maximum amount of other hazardous materials that may be stored in any one area may not exceed 500-pounds of any one compound. This amount may normally be doubled if the material is stored in storage cabinets that meet NFPA requirements. Larger quantities must be stored in areas that meet NFPA requirements for storage of hazardous materials

### 6.5.5 Cold Rooms

Cold rooms (walk-in freezers/coolers) must have provisions for rapid escape and emergency lighting in the event of an electrical failure. Escape latches on walk-in cold rooms should be tested at least annually. If temperature in a cold room reaches 70°F, special precautions should be taken to minimize worker exposure to volatile chemicals.

### 6.5.6 Refrigerators/Freezers

Flammable materials that must be refrigerated must be stored in flammable-safe or explosion proof refrigerators or freezers. The only exception to this rule is for sealed vials or ampoules that contain 10-milliliters (mls) or less of hexane, methanol, acetone, or acetonitrile. The vials or ampoules must be stored in a manner that will ensure they cannot be accidentally tipped over, and they must be stored in a secondary container with a lid. Refrigerators or freezers less than 6-cubic feet in size must be flammable-safe or explosion proof to store flammable solvents in any quantity. The use of domestic refrigerators or freezers for the storage of some laboratory solvents creates a significant fire hazard. In addition to vapor accumulation, a domestic refrigerator/freezer contains readily available ignition sources, such as thermostats, light switches and heater strips, all within or exposed to the refrigerated storage area. The compressor and its circuits are located at the bottom of the unit, where vapors from liquid spills or leaks would accumulate. Each refrigerator, cooler or freezer must be clearly marked to indicate whether or not it may be used to store flammable liquids.

## 6.6 Safety/Emergency Equipment

Emergency equipment is stationed at strategic locations in every facility. Signs throughout the facility will indicate the locations of the emergency equipment. Objects and other materials must not be allowed to obscure the signs. The location of key safety equipment such as safety showers, eye wash stations, first aid kits, spill equipment and fire extinguishers must be indicated in the facilities addendum to this document.

### 6.6.1 Emergency Showers and Eyewashes

Emergency showers and eyewashes must be immediately accessible to all employees – especially those who handle large quantities hazardous materials. These units must be able to provide at least 15-minutes of continual flow. OSHA requires operations to comply with the ANSI Standard Z358-1. This standard requires an eyewash and shower to be within a 10-second walk of any employee when there is an elevated potential for a splash which might get

into an employee's eye or result in a major splash that would require the employee to remove clothing and wash exposed parts of the body. The units must be able to provide 15-minutes of continuous flow. As a general rule, these units should be located within 50-feet of the operation being performed. There must be no obstructions, such as closed doors, between the operation and the device. Emergency eyewashes and showers that provide continuous flow must be activated weekly in accordance with the requirements listed in Section 12. Self-contained eyewash systems must be inspected at least once every quarter to ensure the expiration date of the fluid has not been exceeded.

### 6.6.2 Fire Extinguishers

Each facility must be equipped with fire extinguishers that are compatible with the hazards in the facility. Employees who have not received training on how to properly use a fire extinguisher are not allowed to use one if a fire breaks out. These employees must immediately evacuate the area without attempting to put the fire out. Fire extinguishers must be visually inspected each month and be certified on an annual basis by a qualified technician.

### 6.6.3 Spill Cleanup Kits

Each facility must be equipped with spill cleanup kits containing adequate absorbent and neutralizers for the materials routinely used in each area. These kits should be checked monthly to determine if any materials need to be replaced.

### 6.6.4 Emergency Lights/Exits

The exits for all work areas must be prominently marked. Exit signs that are not adequately illuminated by an emergency light must be equipped with an internal light. Phosphorescent signs may also be used in lieu of signs with internal lights.

Emergency lights must be located throughout the facility. These devices must be capable of providing adequate illumination for employees to evacuate the work area in an emergency. They must be activated automatically in the event of a power failure. Emergency lights are not to be used as work lights. If the lights are activated by a power failure, employees must evacuate the work area. Unless there is more than one emergency light in an area to provide back up, the lights shall be tested monthly to ensure the batteries are functioning properly. If there is more than one emergency light in an area and the additional lights provide adequate light for employees to safely evacuate the area, the lights must be tested every 6-months.

### 6.6.5 First Aid Supplies

Each operation must maintain adequate first aid kits for employees who work at the facility. First aid kits are not required in every room. However, the kits must be placed in locations that are easily accessible to employees. It is recommended that a portable first aid kit be available to be taken out of the lab in the event the personnel have to evacuate the building. Each Company vehicle will be equipped with a first aid kit.

At a minimum, each first aid kit must contain the materials specified by the ANSI Standard Z308.1-2015, "Minimum Requirements for Workplace First Aid Kits." Table 6.4 lists the minimum requirements set forth in the ANSI standard.

**Table 6.4**
**Minimum Materials Required in First Aid Kits**

| Item with Minimum Size or Volume | Minimum Quantity | Comments |
|---|---|---|
| Adhesive bandage, 1" x 3" | 16 each | |
| Adhesive tape, roll | 1 each | |
| Antibiotic application, individual packet | 10 each | Remember to replace just before expiration. |
| Antiseptic wipe, individual | 10 each | |
| Breathing barrier, CPR | 1 each | |
| Burn dressing (gel soaked), 4" x 4" | 1 each | Remember to replace just before expiration. |
| Burn treatment, ind | 10 each | Remember to replace just before expiration. |
| Cold pack, chemical | 1 each | |
| Eye covering/patch, w/ attachment | 1 each | Use tape, roller bandage or triangular bandage if your eyepatches do not have integral attachment. |
| Eye Skin Wash, 1 oz | 1 each | Use eyewashes/showers, so don't add this unless in a vehicle first aid kit, and remember to replace before it expires. |
| First aid guide | 1 each | |
| Hand sanitizer, ind packet | 6 each | Remember to replace just before expiration. |
| Medical exam gloves (nitrile only, no latex) | 2 pair, no size rqmt | Recommend 1 pair each S, M, L, XL, or 1 x L & 1 x XL. |
| Roller bandage 2" | 1 each | |
| Scissors (bandage) | 1 pair | |
| Sterile pad, 3" x 3" | 2 each | |
| Trauma pad | 1 each | "Absorbent compress, 32 sq in, no side less than 4", sometimes marked "Bloodstopper". |
| Triangular bandage, 40" x 40" x 56" | 1 each | |
| Incident report form | 1 each | |
| First aid kit inventory form | 1 each | This Form |

### 6.6.6 Security and Fencing

Each operation must ensure there is adequate security to protect employees and Company property. An assessment of the security needs will be conducted to determine if there are areas where fences may be necessary and what precautions need to be taken to keep unauthorized personnel from entering work areas. If there are fenced areas, they shall be inspected quarterly and the results shall be noted on the quarterly inspection reports.

## 6.7 Visitors and Contractors

### 6.7.1 Visitors

To provide for the safety and security of employees and the facility, only authorized visitors are allowed in the workplace. All authorized visitors must enter through the main entrance, sign in at the front desk, and complete a visitor orientation form CW-E-WI-005. All authorized visitors must adhere to the PPE requirements for the area(s) in which they are conducting business.

### 6.7.2 Contractors

An individual or individuals will be assigned to oversee the operations of the contractors when they are on site. All contractors must sign in when they arrive at the operation, complete the visitor orientation form and when appropriate a Contractor Communication Form CW-E-WI-006 before actually starting work and must update the Contractor Communication Form annually. If the work performed represents an elevated risk (e.g., work on roofs or the electrical system) to themselves or others, they must check in with the Company individual assigned to oversee their work before starting any work on-site. This Company-assigned individual will periodically check on their progress to verify they are working in a safe manner. If they are not working safely, the Company-individual will stop the work until all problems are corrected.

### 6.7.3 Contractor and Visitor Sign-In Forms

In addition to the Visitor Orientation Form CW-E-WI-005 and when appropriate the Contractor Communication Form CW-E-WI-006, Contractors and Visitors must also sign the Visitor Confidentiality Release Agreement form CA-L-WI-011. If for any reason the Contractor or Visitor refuses to sign this form they must sign the Visitor Agreement Supplemental Form CA-L-WI-013.

### 6.7.4 Visitor Sign-In Logbook

A Facility may use a modified Visitor Orientation Form that incorporates all of the instructions into a bound logbook, rather than individual sheets, and consolidate a Visitor Sign-In Log with the Visitor Orientation Form.

## 6.8 Hot Work Permits

Hot work is temporary work such as welding, brazing, and cutting or soldering that involves flames or sparks that creates a fire risk both during the operation and following the operation. It may only be performed with the knowledge and approval of management, and certain requirements must be met before, during and after the work is performed.

- The permit itself is a non-reusable multi-copy paper form, available from many vendors or locally produced, that includes the identity of the person performing the work and information about the work, the valid period for the permit, and pre-work, during work, and post-work safety checks and procedures that are to be followed. A copy of the permit is retained by the issuer, and a copy is posted at the work site.
- In leased buildings this may be issued by either the landlord or tenant, depending on the terms of the agreement for work to be done within the building.

**SECTION 7**

## 7.0 PROCEDURES FOR RESPONDING TO EMERGENCIES

### 7.1 General

Employees must be aware of procedures to respond to all emergencies that might occur in the workplace or at facilities run by operating companies. This section discusses general emergency procedures, all of which may not apply to every facility. Employees must be familiar with the procedures that apply to their operations.

Field employees must also be aware of emergency procedures where they might perform work. Each operating company is responsible for providing this information to Company employees. Many operating companies will conduct this training for the employee before allowing the work to begin at the facility. If the operating company does not provide this information, it must be provided to the local EHSC. The EHSC will then ensure that the Company employees are adequately trained.

Division policy requires all incidents that could have a negative impact on operations be reported to the executive management. The VP-Quality & EHS will be notified of all accidents, illnesses, near misses or other events. Minor events may be reported by phone, fax or email. As a general rule, the VP-Quality & EHS will be notified of minor events within 24-hours of when the event occurs or is reported by the employee.

Significant or serious events will be reported to the EHSM - by phone - within 2 hours of when the event occurred or was reported by the employee. The EHSM will notify the VP-Quality & EHS. If the event may have a significant impact on the Company and the EHSM cannot be reached, contact the VP-Quality & EHS, or any available Division manager (refer to the Company's intranet site – TANet Oasis / Operations or EH&S).

http://tanet.Eurofins Environment Testing America inc.com/ehs/ehs-contacts/

*The VP-Quality & EHS can be reached toll free 24-hours a day at **877-785-7233.***

The following is a list of significant or serious events that must be reported to the VP-Quality & EHS within 2-hours:

- Adverse media attention which could discredit the Company.
- An occurrence which is likely to have a major financial impact (e.g., $10,000 or more) on the Company.
- A major explosion, fire or disaster on a site.
- Extortion, kidnapping or other events that would involve ransoms.
- A fatality, serious injury (including amputation, loss of an eye, or employee work-related in-patient hospitalization), or any other serious event affecting health and safety.
- An invasion, threat or public demonstration which impacts the operational integrity of laboratories and other operational sites.
- An event-affecting international interests involving insurrection, abduction or operational disaster attracting the attention of the international media.
- Any other event which the Facility/Laboratory Director believes that executive management should be aware of due to its sensitivity.

The Occupational Safety and Health Administration (OSHA) revised recordkeeping rule requires all work related fatalities be reported to OSHA within 8 hours and all work-related in-patient hospitalizations, amputation, and loss of an eye be reported to OSHA within 24 hours. In the event of a fatality, work-related in-patient hospitalization, amputation, or loss of an eye, immediately notify an EHSM who will report the incident to OSHA. If an EHSM is not available, contact the VP-Quality & EHS. If an EHSM or the VP-Quality & EHS is not available, contact the Lab Director who will notify OSHA of the incident. In the event none are available, contact your EHSC or Supervisor who will report the incident to OSHA.

To report a fatality or severe injury to OSHA call 1-800-321-OSHA (6742) or online; https://www.osha.gov/report_online/

## 7.2 Facility Contingency Plans

Employees must be familiar with the location and proper operation of all emergency equipment, evacuation routes and designated assembly areas for all areas where they work. Every facility will prepare a Contingency Plan for the facility or facilities under their management. This plan will be included in the facility addendum (refer to Section 1) and will include instructions on:

- Evacuation routes and designated assembly areas.
- Description of alarms or the methods that will be used to notify employees that work areas must be evacuated.
- Procedures to be followed in the event emergencies occur. This requirement often may be met by referencing this section of this manual.
- List of emergency phone numbers available to employees and must be placed by every phone. Emergency phone numbers will include:
  - Emergency Coordinator or Coordinators. If more than one emergency coordinator is listed, the plan must designate the primary coordinator.
  - Facility/Laboratory Director
  - Operation Manager (if applicable)
  - VP-Quality & EHS
  - EHSC
  - Group Leaders/Department Managers/Supervisors
  - Local Fire Department
  - Local Medical Emergency Team
  - Nearest Hospital
  - Local Police Department.
  - Radiation Safety Officer and backup (if applicable)
- List of the emergency equipment that is available at the facility and a description of its capability.
- Description of the arrangements that have been made with local authorities.
- Description of where utility mains (electric, gas, water) enter your building, and where the shutoff points are located.
- Description of how to shut off any of those utilities if necessary, but especially electricity and natural gas, and including propane if the facility is supplied from an onsite propane tank.

Large Quantity Generators (LQG) of hazardous waste (defined in Sec. 13.3) will provide copies of the contingency plan to all local authorities that might respond if an emergency occurs. Additional LQG requirements are provide in Section 13.3.

**Responsibilities**

Unless the Facility/Laboratory Director designates otherwise, the EHSC is responsible for coordinating all emergency response activities at Company facilities. The EHSC will ensure emergency response phone numbers are properly posted. The emergency phone number for the primary emergency coordinator, the fire department and police must be posted by or near every phone. It is recommended that the list also include the phone numbers of other key individuals at the operation who may have to be contacted after hours. Arrangements with emergency medical facilities and other authorities must be made in advance. SDSs should have been sent to all emergency rooms and other emergency facilities in advance. The EHSC is responsible for ensuring this is completed.

The EHSC will ensure that the contents of this section are reviewed with all employees before beginning working in an area. Refresher training, conducted annually, may also be conducted when conditions indicate that employees are not adequately aware of the procedures in this section, or refuse to follow the procedures in this section.

All emergency situations, occupational accidents, occupational illnesses and near misses will be reported to the EHSC and the VP-Quality & EHS (refer to Sec. 7.1). This is the responsibility of the Manager or Supervisor for the area. Verbal notification is acceptable; however, it must be followed by an email communication that summarizes the event.

The EHSC will coordinate the investigation of all emergency situations, accidents, illnesses and near misses. The investigation will be started within 48-hours of receiving a verbal or written report of the event. Refer to Section 7.5.4 for instructions on conducting an investigation.

## 7.3 Evacuation of Work Areas

Some situations may require employees to evacuate the areas where they are working. All facilities and work sites must have a designated evacuation route and assembly area; and provide these maps within their Contingency Plan. Employees must be aware of the layout of the facility or area where they are to work in order to evacuate in an emergency situation.

If an area must be evacuated, employees will:

- Alert all personnel in the immediate area;
- Go to the designated assembly area; and
- Check in with their Supervisor or other designated employees

Each facility will establish a method for ensuring all employees and visitors have safely evacuated the work areas. The VP-Quality & EHS will be notified whenever an emergency evacuation is conducted and the situation could result in negative consequences to the Company. Each operation will conduct at least two emergency drills each year. Actual evacuations which occur due to false alarms or inadvertent activation of alarm systems may be used in lieu of an emergency drill if they are documented.

There may be employees working at remote sites that do not have established evacuation routes, assembly areas, or emergency response plans. Employees working at such sites will survey the area and establish evacuation routes and a designated assembly area. This will be performed before any work is allowed to begin. Employees working at remote sites without established emergency response plans will follow the procedures outlined in this manual.

## 7.4 Accidents, Illnesses and Near Misses

All accidents, illnesses and near misses will be reported. The reports will be made on the Company's VELOCITY EHS Incident Reporting System, as described in Section 9, Basic Rules and Procedures. Data reporting and recordkeeping procedures are in accordance with 29 CFR Parts 1904 and 1952.

- An injury is any event where an employee is hurt in a single instantaneous incident.
- An illness is any event where the employee is hurt after several repeat incidents.
- A near miss is any event that could have caused injury or damage to property or assets.

Minor injuries are injuries that are not life threatening and do not involve severe damage or danger to the employee. Nonetheless, these injuries must be reported. Managers, Supervisors and the EHSC must exercise their best judgment when deciding if an injury is minor or major. When in doubt, assume the injury is major.

Illnesses can include skin diseases, dust diseases, respiratory conditions, poisoning, disorders brought on by physical agents, repetitive trauma disorders, and so forth. The key is the harm it caused over an extended period of time.

Written reports do not have to be completed before medical attention is sought. Employees will stabilize the situation and seek any necessary medical attention. After this has been completed, the EHSC may use the Accident/Illness/Incident Worksheet (form number CW-E-WI-001) to collect information regarding the situation.

Vehicle accidents will be reported in the VELOCITY EHS System and also on the Company's Vehicle Accident Supplement Form (form number CW-E-WI-003). (Refer to Section 14.9 for details on handling vehicle accidents.) Unless there are unusual circumstances, reports will be completed within 24 hours of the event being reported to the Supervisor, EHSC or Facility/Laboratory Director.

For incidents that are likely to be classified as OSHA recordables, a drug screen test will be administered as soon as practical, and conducted in accordance with the Company's Drug Free Workplace Policy (CW-H-P-003).

### 7.4.1 Transportation to Medical Facilities

Employees with minor injuries may be transported to medical facilities in Company or personal vehicles. Supervisors must use caution in these decisions. If there is any doubt as to the seriousness of the injury, call an ambulance or emergency response employees. Do not allow employees to transport themselves to a medical facility.

Employees who are seriously injured or unconscious must be transported to medical facilities in an ambulance or other appropriate emergency vehicle. The only exception is when no emergency vehicle is available and the situation is life threatening.

### 7.4.2 Treatment of Minor Injuries

When a minor injury occurs, employees will:

- Apply basic first aid as trained. First Aid Responders are not try to perform any procedures that they are not trained to perform. Employees who do not have first aid training are not to attempt to provide first aid.
- Contact the local fire department, paramedics, or other designated emergency responders for the area.
- Have the person transported to the nearest urgent care or other appropriate medical facility.

  **NOTE: Employees cannot be forced to seek medical attention for injuries. However, it is their right to seek medical services whenever they are injured. If an employee refuses to seek medical attention, the Company reserves the rights to have the employee sign the Medical Evaluation Declination Form (CW-E-WI-002) declaring that he/she has chosen to do so.**
- Have someone call ahead to inform the medical facility that the employee is enroute.
- If a hazardous material is expected to be involved, fax copies of all applicable SDSs to the medical facility.
- Notify the EHSC and the employee's Manager or Supervisor. The EHSC will notify the VP-Quality & EHS.
- Complete all necessary reports.

### 7.4.3 Treatment for Major Injuries

When a major injury occurs, stay calm. Employees need to do whatever is necessary to protect life. When a major injury occurs:

- Move all employees to a safe area. The injured employee should only be moved if this can be accomplished without causing further injury, or when there is a life-threatening situation.

  **CAUTION: People have been badly injured and killed when attempting to rescue unconscious people from areas where there is a dangerous atmosphere. Unless it is known that the hazardous atmosphere has been cleared and is safe, do not attempt to rescue unconscious personnel. Wait for the fire department or other trained responders to arrive with the proper rescue equipment and training.**
- Apply basic first aid as trained. First Aid Responders are not to perform any procedures that they are not trained to perform. Employees who do not have first aid training are not to attempt to provide first aid.
- Alert other employees in surrounding areas of any potential hazards to their safety.
- Contact the local fire department, paramedics, or other designated emergency responders for the area.
- Arrange for an ambulance for the injured employee to be transported to the nearest emergency medical facility.
- If a hazardous material is expected to be involved, fax copies of all applicable SDSs to the medical facility.
- Notify the EHSC and the employee's Manager or Supervisor. The EHSC will notify the VP-Quality & EHS.
- Complete all necessary reports.

### 7.4.4 Investigations of Accidents / Illnesses / Incidents / Near Misses

The EHSC will coordinate the investigations of all accidents, illnesses and near misses which will be started within 48-hours of the event being reported. Each investigation will be carried out as a fact-finding mission, not a fault-finding mission. The circumstances of the incident may require the formation of a team to conduct the investigation. Investigations may be carried out by one or more of the following:

- EHSC;
- Department Managers or Supervisors;
- Facility/Laboratory Director;
- Human Resource Generalist;
- VP-Quality & EHS and/or a team appointed by the executive management team.

Incident Investigation reports are to be prepared by a third party not involved in the incident. Employees are not to prepare incident reports if they were involved in the incident. However, they may complete a report and provide it to the employee conducting the investigation as part of the final report. The individual conducting the investigation may use the services of other employees to assist in completing the investigation. Each of these individuals must complete training on how to conduct an incident investigation and prepare an incident report. Refer to EH&S Safety Training Section on the Company's intranet site (Oasis / EH&S) for all training presentations.

Appendix IX contains guidelines for conducting an incident investigation. The purposes for conducting an investigation are to:

- Assure all actions necessary to resolve, report and/or conclude the incident have been taken.
- Learn how to prevent similar events.
- Determine what deviations or actions resulted in the event.
- Collect data for educating employees about potential hazards.
- Emphasize accident prevention in the workplace.
- Establish facts that may have a bearing on legal liability.
- Help prevent injuries.

The Investigator will perform a Root Cause Analysis (RCA) that includes the following actions:

- Inspect the site of the event.
- Interview employees and witnesses that were involved. The Investigator needs to be careful not to ask leading questions. All information must be accurately recorded as given by witnesses or employees. The interview must be conducted as soon as possible after the event has occurred.

- Determine:
  - What was abnormal before the accident occurred?
  - Where the abnormality occurred.
  - When it was first noted.
  - How did it occur?
  - Why did it occur?

- Prepare a summary report, which includes recommended actions to prevent a reoccurrence.
- Conduct a post investigation briefing with management.

Some key facts to look for when conducting an accident investigation and RCA include:

- The nature of any injuries or damage.
- Parts of the body or environment that were damaged.
- Potential sources of the problems.
- The type of accident or event.
- Were there any unusual hazardous conditions?
- The source of the accident.
- Were there any unsafe acts involved?

## 7.5 Fires

Fires are critical events that can cause severe damage and injury. Handled properly, damage and injury can be minimized. Handled improperly, a fire can cause severe damage and even result in death. The following are steps and rules that pertain to employees.

### 7.5.1 Procedures for Responding to Fires

In the event a fire occurs in an area where employees are working, the employees will:

- Evacuate the immediate area.
- Notify all other employees to evacuate the surrounding area.
- Contact the fire department. If the operation does not have an alarm system which is set up to contact the fire department, call 911.
- [1]Attempt to put the fire out. Employees should only do this after they have notified all other employees and are confident that they can do so safely.

  *[1]NOTE: Only trained personnel are allowed to use fire extinguishers (refer to Sec. 7.6.2). All other employees are required to evacuate the area. Do not attempt to do this step if you are not trained or are not sure of your ability to safely handle the situation.*
- Go to the designated assembly area.

If an employee's clothing catches on fire, the employee will:

- Stop, drop and roll. If the employee panics, fellow employees should try to trip or knock them down so they can begin rolling on the ground.
- Call for emergency medical assistance.

If the area the employee is working in begins to fill with smoke, the employee must stay low and crawl out of the area. If reasonably possible, attempt to close doors after exiting a smoke-filled room.

### 7.5.2 Use of Fire Extinguishers

All facilities and vehicles are equipped with fire extinguishers. Only trained employees are allowed to use them. All other employees will evacuate the area when a fire occurs. Training for the authorized use of fire extinguishers will be repeated on an annual basis and includes information about their general principles & the hazards of attempting to put a fire out. Training will be provided before the employee is assigned to a job where they might have to use the device. Generally, the EHSC will conduct the training (Oasis/EH&S).

There are several things that are common and yet unique to all fire extinguishers. These properties make the extinguishers suitable for different types of fires.

The most important & common distinction to all fire extinguishers is that they are intended for use on relatively small fires. Attempting to use a fire extinguisher to fight a large fire can be dangerous and deadly. All fire extinguishers are equipped with a safety pin and a security seal. This pin must be pulled before the fire extinguisher can be used. All extinguishers have a discharge spout that may be a short rigid tube, or a long extended hose. Most are equipped with a pressure gauge that is used to determine if the extinguisher is adequately charged. Fire extinguishers that might be used by employees are used in the same manner.

Procedures for using a fire extinguisher are:

- **P**ull the safety pin.
- **A**im the discharge spout at the front of the base of the fire.
- **S**queeze the trigger.
- **S**weep the material in the extinguisher in a side-to-side motion.

**NOTE: Employees must continue to depress the trigger until all extinguishing media has been discharged. Otherwise, the fire is likely to flare up again.**

- Using a side-to-side sweeping motion, slowly move the discharge toward the back of the fire.
- Go to the designated assemble area and check in.

The most important difference between fire extinguishers is the extinguishing media they contain. These materials allow the extinguishers to be used for different types of materials that may burn. Fires are classified into groups ranging from A to D. Fires that may occur at Company operations include Class A, B, and C and at a few locations Class D. Table 7.1 describes these classes and the type of extinguishing media that would be appropriate for each class.

**Table 7.1**

| Class | Type of Material | Typical Extinguishing Media |
|---|---|---|
| A | Wood, Paper, Plastic, Textiles | Water, Dry Chemicals, Foam |
| B | Flammable Liquids, Gasoline, Greases | Dry Chemicals, Foam, Halon, Carbon Dioxide |
| C | Energized Electrical Equipment | Dry Chemicals, Halon, Carbon Dioxide |
| D | Burning metal, e.g. white phosphorus, magnesium. | Dry powder (not dry chemical) |

Each fire extinguisher contains pictograms that indicate the class of fires they may be used for. Employees must familiarize themselves with the specific type of extinguisher in their area. If a pictogram is not on a fire extinguisher, the extinguisher is not normally rated for that class of fire, but could be used if necessary. If a pictogram has a red line across it, it must never be used for that class of fire. An example of this is extinguishers with water based media. The Class C pictogram will have a red line across it because use might result in an electrical shock. Selection of the fire extinguishers to be used depends on which type of fire is being fought. Although the use of any Type BC fire extinguisher will put out instrument (electrical) fires, dry chemicals and foam will further damage any electronic components they come in contact with. The preferred extinguisher for instrument/electronic fires is Halon, and then carbon dioxide. But, the primary concern when attempting to fight a fire is that the fire be extinguished quickly. Do not delay use of a fire extinguisher while attempting to locate another one which may be less damaging to whatever is burning. Instead, ensure that appropriate fire extinguishers are selected and positioned based on the most likely type(s) of fire to be encountered at that location.

### 7.5.3 Hazards of Fighting Fires

Fire extinguishers are only to be used by trained employees against relatively small fires. No employee is required to fight a fire. If an employee is not confident of their ability to handle the situation, they must leave and wait for emergency response personnel.

Employees who choose to use a fire extinguisher to put out a fire must ensure that they have a safe evacuation route. Employees must not attempt to put out the fire until all other employees have been notified. Otherwise, the fire can get out of control, spread, and trap employees. Employees should have a second person available who can ensure the evacuation route is clear. This is especially important for fires in buildings or other areas where access is limited. If the area begins to fill with smoke, get out. More people die from smoke inhalation than fires.

### 7.5.4 Maintenance of Fire Extinguishers

All fire extinguishers must be checked and maintained on an annual basis by a certified technician. This technician will attach a state approved certification tag to each unit. On a monthly basis, the extinguisher must be checked to ensure that the seal on the safety pin is intact and the pressure is adequate. The EHSC is responsible for making sure this task is performed but can delegate this task. The employee who checks the extinguisher(s) must initial the certification tag, place a dated sticker on the tag, or complete a form which shows that each extinguisher was checked. All inspection records will be kept for at least 5 years.

## 7.6 Chemical Exposures

There are four ways an employee may be exposed to chemicals. They may inhale the chemical, their skin or eyes may come into contact with the chemical, ingestion, or injection with the chemical. Chemical exposures may also involve physical injuries such as cuts, contusions, broken bones and so forth. The following procedures are to be followed when a chemical exposure has occurred.

### 7.6.1 Exposures Due to Inhalation

- Remove the exposed employee to fresh air.
- If necessary, call emergency personnel.
- Seek medical attention for the exposed employee. Only a qualified physician can determine what treatment is necessary.
- Inform the EHSC and the employee's manager or supervisor of the event.
- Complete all required paperwork.*

### 7.6.2 Exposures Due to Skin Contact

- Proceed to the nearest water source. Small exposures can be handled at a sink or with a hose. All facilities where there might be large-scale exposures must be equipped with emergency showers and eyewashes.
- Begin flushing the exposed area with water. Unless otherwise indicated in the SDS, the affected area should be flushed with water for at least 15-minutes.
- While flushing the skin, remove all contaminated clothing. In the event of an emergency, when an employee's clothing is contaminated, each facility will have on hand extra clothing for the employee. Facility addendums must also be updated to include the clothing that is provided and the location of the items.
- Seek medical attention.
- Inform the EHSC and the employee's manager or supervisor of the event.
- Complete all required paperwork. *

### 7.6.3 Exposure Due to Eye Contact

This type of chemical exposure can be extremely harmful if not handled properly. All areas where there could be an exposure to the eye must be equipped with emergency eyewash facilities. Bottles of eyewash fluid are not considered to be adequate. The only exception is for employees collecting samples in the field who do not have access to a permanent eyewash source. In this instance, there must be enough bottles of eyewash fluid to flush the eyes for 15-minutes. If this type of exposure occurs:

- Proceed to the nearest emergency eyewash station.
- Remove glasses, goggles and so forth. Employees who work around chemicals that could be splashed must not wear contact lenses.

  Note: Refer to Sec. 8.2.2 for proper eye protection.
- Flush the affected eye(s) with water for at least 15-minutes. This can be a difficult process and the employee may need to be assisted by fellow employees.
- Seek medical attention.

- Inform the EHSC and the employee's manager or supervisor of the event.
- Complete all required paperwork. *

### 7.6.4 Exposures Due to Ingestion or Injection

Chemicals can be injected into the body through cuts as well as with a needle. Open cuts need to be covered when working with hazardous materials. If this type of chemical exposure occurs:

- Attempt to find out what was ingested or injected.
- Seek immediate medical attention. If necessary, call paramedics or the nearest poison control center. Follow all instructions given by personnel from these groups.
- Have the employee transported to emergency medical facilities.
- Inform the EHSC and the employee's manager or supervisor of the event.
- Complete all required paperwork. *

* Accident/Illness/Incident Worksheet (form number CW-E-WI-001). Official and final documentation is recorded in the VELOCITYEHS database.

**NOTE:** The VP-Quality & EHS will be notified of ***all*** chemical exposures.

## 7.7 Ventilation or Power Failures

All laboratories are equipped with ventilation systems (e.g., fume hoods) for controlling vapors from hazardous materials. Likewise, all facilities can be subject to power failures. If the ventilation system at a facility fails or the power goes out, employees will:

- Secure all work so that systems will not create a problem when the ventilation system or power comes back on (e.g., close chemical containers, shut off power switches, close fume hoods). This is especially important when hazardous materials are being handled.
- Go to an outer office or safe area.
- Contact the person responsible for facility maintenance. After normal working hours, contact someone on the emergency contact list.
- Wait for further instructions. The Facility/Laboratory Director or the EHSC will inform employees when it is safe to return to the work area.

## 7.8 Spills of Hazardous Materials

It is critical that spills of hazardous materials be handled in a safe manner. Employees may clean up small spills of a hazardous material or spills that involve minimal risk to the employee. Emergency Response Teams (ERT) must clean up large spills of hazardous materials or spills that represent a significant risk to the employees. ERTs are contracted services to an outside agency or vendor. The EHSC (or another person designated by the Facility/Laboratory Director as the primary emergency coordinator) will determine what constitutes a large spill or is a significant risk to the employees.

### 7.8.1 Small Spills Versus Large Spills

All employees are trained to clean up small spills of hazardous materials that occur in their work area. Based on research and a review of the main materials used at Company operations,

employees should consider spills of 500 mls or less of any material that is spilled outside the hood to be a small spill. Local emergency coordinators may restrict the amounts to lower limits if they feel this is necessary. There are some exceptions for spills of some materials which have extremely noxious materials such as Pyridine and Carbon Disulfide. Spills of 50 mls of these materials should be considered to be a large spill.

Spills of Mercury and Hydrofluoric Acid require special clean-up tools and training. This material may only be cleaned up by employees who have been trained on how to handle the materials and conduct the spill clean up.

### 7.8.2 Procedures for Responding to Small Spills

Various stock standards used at the environmental laboratories could contain carcinogens at or slightly above 0.1% in concentration. The typical volume of the stock standard used at any one time is 1-mL or less and they are only handled for an extremely short periods of time to prepare working standards. The working standards are all less than 0.1% in concentration and do not contain enough carcinogens to represent an elevated health hazard for employees. Employees need to know how to clean up a spilled stock standard. A release of a stock standard will be indicated by a small spill of liquid in the working area. The employee must be sure to wear appropriate gloves. Additionally, key points are as follows:

- If the material is spilled on an absorbent material such as Benchkote paper, fold the contaminated material up and collect it for disposal.
- If the material is spilled on a surface that is not covered by an absorbent material, clean up the standard with an appropriate absorbent material and collect the absorbent material for disposal.
- Decontaminate the area where the spill was located with the same solvent or acid that the standard was contained in. Absorbent material will be used to clean up the solvent or acid used to decontaminate the exposure surface and the absorbent material will be collected for disposal.

The cleanup materials will be disposed of in an appropriate waste container[1]. Alternately, the employee can contact the EHSC for assistance if they are uncomfortable in this situation.

For other spills that are small and non-threatening, employees will:

- Alert other employees in the immediate area that a material has been spilled.
- Assess the situation to ensure the spill meets the requirements for a small spill.
- Turn off all ignition sources or other equipment that might adversely react with the material.
- Clean up the spilled material. Employees will use appropriate PPE when cleaning up spilled material.
- Notify the area Manager or Supervisor that a material has been spilled. The area Manager or Supervisor will decide if the EHSC should be notified. If the spilled material caused or could have caused injury to employees or damage to property, the EHSC must be notified.
- The EHSC will determine if an incident or near miss report should be completed.

[1] Due to the various waste streams produced at the laboratories, refer to each facilities addendum for details on waste container management.

### 7.8.3 Procedures for Responding to Large Spills

Some large spills can be handled without taking unusual precautions. For instance, water samples that are spilled can normally be cleaned up without taking any special precautions. However, some large spills require special precautions. If the amount of material spilled is large, employees will:

- Remove everyone from the immediate area. Large spills in hallways of buildings may require evacuation of the entire building, or restricting access to the area of the spill. The decision to evacuate the building when a material is spilled in a hallway will have to be determined based on the size of the spill, the material involved and the location.
- Secure all entrances so people cannot go into the affected area.
- Contact the Facility/Laboratory Director and Primary Emergency Coordinator (if after-hours, refer to the Emergency Contact List). The Primary Emergency Coordinator will assess the situation and determine what response should be taken. Response actions may range from having employees clean up the material, to summoning the ERT or local area response teams. This will be performed from a safe area away from the spilled material. This is to ensure that no employees are injured or exposed to hazardous levels of material.
- Assist the Primary Emergency Coordinator as requested.
- Wait for further instructions. The Primary Emergency Coordinator will decide when it is safe to return to a work area.

## 7.9 Earthquakes

Some operations are in areas that could experience earthquakes and personnel must be prepared at any time. All equipment, such as gas cylinders, shelving and bookshelves must be secure so they do not fall over in the event an earthquake occurs. This practice is also recommended for operations which are not in earthquake zones. Bottles of chemicals must not be left close to the edge of tables, benches, etc. Restraints, such as wires and/or lips, must be attached to shelves to prevent materials from falling off. These operations should have a seismic shutoff valve installed on the natural gas main for the building.

When an earthquake occurs, follow the procedures listed below:

- **DO NOT PANIC.** Remain calm.
- **Indoors** — Get underneath something sturdy, e.g., desk or table. (If unavailable, move against an interior wall, not an exterior wall.) Hold onto the legs as the desk/table may move. Protect your head and neck at all times. **DO NOT** stand in a doorway. During large earthquakes, the door may slam shut and cause serious injury. Move away from windows and objects that may fall. Stay put until the shaking stops.
- **Outdoors** - Move away from buildings and utility poles. Avoid all downed wires.
- **In a Vehicle** - Stop in a location away from power lines, overpasses, or buildings. Stay in your vehicle.
- Be prepared for immediate aftershocks.
- Do not use the telephone unless making a call for emergency assistance (fire, injuries). Remember, the only active phone lines may be those going to the fax machines or a mobile phone.

- While the earthquake is going on, do not leave the building unless there is a reason - heavy damage, fire, gas leaks, complete loss of electrical power, etc. Once the shaking has stopped and the potential for falling objects has minimized, leave the building.
- Assist any injured or handicapped person to leave the facility.
- Assemble in one location away from the buildings, power lines, and other overhead wires and utility poles. Standard procedures at each location for accounting of employees should be followed.
- Report any suspicious findings to your manager or supervisor and the EHSC.

For minor earthquakes, when there appears to be little or no damage:
- Check for spills, gas or water leaks, or damaged sewer lines.
- If there are no leaks, check for broken electrical wiring.
- Report any suspicious findings to your manager or supervisor and the EHSC.

### 7.10 Severe Weather

There are several types of severe weather that could affect Company operations. The types of weather range from severe snowstorms to hurricanes. Some conditions may simply interrupt work whereas others may cause serious damage and are a major threat to employees. Employees should keep in mind; a "watch" is less severe than a "warning." As a general rule, a "warning" means the type of severe weather has a high likelihood of occurring.

#### 7.10.1 Severe Thunderstorms and Flash Floods

If a severe thunderstorm or flash flood watch is issued, employees will:
- Back up files and data.
- Ensure that equipment can be secured and shelter is available.

If the watch is upgraded to a warning, employees should:
- Get plastic sheeting ready to cover sensitive equipment in case there is a leak.
- Monitor the weather for sudden changes. The Facility/Laboratory Director may allow employees with special transportation or special dependent care needs to leave work.
- Check all emergency lights to ensure that they are functioning properly.

If a severe thunderstorm strikes, the EHSC will monitor the progress of the storm. Employees must be aware of the possibility of power outages. If the roof leaks and the leak cannot be controlled, sensitive equipment will be shut down and covered. If flash floods occur, all employees should stay at the work site until the water reaches safe levels.

#### 7.10.2 Tornado

A tornado will be handled in the same manner as a thunderstorm watch. If the tornado watch is upgraded to a warning, an employee will be assigned to monitor the sky for formation of funnel clouds. If a tornado forms within 1-mile of a facility, employees will be warned to take cover away from doors and windows. Employees will remain there until the tornado has passed. If the tornado strikes a building, employees will take cover under solid objects and remain there until the tornado has passed. When the tornado has passed, employees will survey the area for anyone hurt or trapped. If there is noticeable structural instability or related conditions (e.g., missing roof sections), they will evacuate the building. If outdoors, move away from utility poles.

**ALWAYS AVOID DOWNED POWER OR UTILITY LINES, AS THEY MAY BE ENERGIZED.** Report damaged facilities to 9-1-1.

### 7.10.3 Tropical Storms

Tropical storms will be handled in the same way as severe thunderstorms. The Facility/Laboratory Director will decide whether to send employees home early, or have them stay home for the duration of the storm.

### 7.10.4 Hurricanes

Facilities that are in areas where a hurricane may occur must include detailed procedures for employees to follow in the facility contingency plan. Hurricane watches will be handled the same as severe thunderstorm warnings. If a hurricane comes within 300-miles of a facility and the facility is in the projected path of the hurricane, employees will take the following steps.

- A team of key employees will be assembled to secure all equipment. Anything that can move will be placed inside or secured so it will not blow away.
- Non-essential employees will be sent home. These individuals will check in with their Manager or Supervisor to determine when they are to return to work. Only essential employees will remain at the work site.

  **NOTE:** If an evacuation order is issued for the area, all employees will leave.
- All nonessential equipment will be shut down and covered with plastic sheeting. Compressed gases will be shut off.

### 7.10.5 Severe Snow Conditions

If a severe snowstorm occurs, the Facility/Laboratory Director will monitor the situation. The Facility/Laboratory Director will determine if employees should leave early or stay home for the duration of the storm.

## 7.11 Violence and Disturbances in the Work Place

All disturbances must be reported to the Facility/Laboratory Director, the EHSC and Human Resources. If individuals create a disturbance outside the building, lock the doors and call the police. If they are inside the building, call the Facility/Laboratory Director and EHSC. Tell them you have a special personnel problem. Try to avoid antagonizing the individual. If it looks like the person may become violent, get out and call police. Do not try to stop, or get in the way of the person.

## 7.12 Terrorist Threats

Periodically, the federal government will issue warnings of a potential for terrorist activities. If a specific threat for the area is issued, the following steps should be taken.

- Meet with employees to discuss the situation. Remind the employees to immediately report any suspicious activity.
- Check outside areas where ventilation intakes are located to ensure access is secured and not open to the public.

- Ensure all entrances are properly secured and that employees understand that they are not to be left unsecured.
- Have someone monitor the radio for warnings on the Emergency Broadcast System (EBS). This system is used to broadcast warnings of actual terrorist activities or other emergency situations.
- If a warning is issued on the EBS, gather all employees in a central area.
- Follow the instructions given on the EBS.

## 7.13 Bomb Threats

In the event a bomb threat is received, decisive action is essential. Bomb threats are delivered in a variety of ways. The majority of threats are called to the target. Occasionally, the call is through a third party or communicated in writing. In the event a threat is received in writing, it must be brought to the immediate attention of the Facility/Laboratory Director and EHSC. These individuals will immediately contact the local authorities and evacuate the building.

If the threat is received by phone, the person answering the phone should attempt to keep the caller on the phone to obtain as much information as possible. A covert signal should be immediately sent to the Facility/Laboratory Director and EHSC so they can contact the authorities and evacuate the building.

While the building is being evacuated, the person who answered the phone should attempt to gather information from the caller. It is advised for more than one person to listen to the call if possible. This will have to be done using a pre-arranged signal which is intended to get the attention of another employee who can listen to the call. A calm response to the caller could result in obtaining critical information. This is especially true if the caller wishes to avoid injuries. Steps to be followed by the person who answers the phone are as follows:

- Keep the caller on the line as long as possible. Ask them to repeat the message. Record every word spoken by the caller if possible.
- If the caller does not indicate the location of the bomb or the time of possible detonation, ask them for this information.
- Inform the caller that the building is occupied and detonation of the bomb could result in injury to innocent people.
- Pay particular attention to background noises, such as motors running, music playing, and any other noise which may provide a clue to the location of the caller.
- Listen closely to the voice of the caller to determine if they are male or female and the voice quality to determine if they are calm or slightly agitated.
- Immediately after the caller hangs up, ensure that the Facility/Laboratory Director and EHSC are notified if this has not already been done.

When a written message is received, save all materials including envelopes or containers. Avoid handling the materials after it is discovered that a threat has been received.

## 7.14 Hostage Situations

In the event someone enters the building and takes anyone hostage, the following steps will be taken by the Facility/Laboratory Director or their designee.

- All employees, who can, will be evacuated.
- Contact local authorities and provide them details of the situation including, if possible, the number of personnel involved and type of weapons involved.
- Direct local authorities to where the hostages are being kept and assist them as requested.

## 7.15 Gas Leaks

When natural gas escapes into the atmosphere, it can create an immediate danger of fire and explosion. Natural gas, which is normally odorless, has had chemicals added to allow personnel to be able to smell when there may be a leak. If employees notice an odor that might indicate a leak, the following steps will be taken:

- Eliminate all open flames. Do not turn any electrical switches on or off since this can create a spark.
- Where possible, open windows to allow for ventilation of the area.
- Turn off all gas valves.
- Evacuate the immediate area.
- Contact the gas company to have them conduct an inspection of the work area.
- Wait for instructions from the gas company representative.
- Do not use cellular telephones in an area with a suspected gas leak.

SECTION 8

# 8.0 PERSONAL PROTECTIVE EQUIPMENT (PPE) AND APPAREL

## 8.1 General

It is Company policy that employees and visitors will wear PPE and personal apparel that is appropriate for the procedure that is being carried out. The PPE standard (29 CFR Part 1910.132) requires the employer to prepare an assessment of the PPE needs for the Company's facility. PPE is used in several different ways. In all cases, the equipment is designed to help protect the employee from an adverse exposure to chemicals or hazardous materials that are used.

**NOTE:** Employees who work at field sites will adhere to the PPE requirements in the site specific safety plans for the facilities where the work is performed.

## 8.2 Types of PPE and Apparel Required at Company Facilities

### 8.2.1 Clothing

Laboratory employees routinely work with small quantities of hazardous materials and samples. During the work process, employees could splash, or otherwise contaminate clothes and skin with the materials being handled. Unless an area has been exempt from lab coat use, all individuals entering laboratory or sample receiving areas will wear buttoned lab coats. If the potential for a chemical splash has been eliminated, an area may be exempted from this requirement. Employees will refer to their facility's addendum for any exempt areas.

Lab coats must not be taken into office areas or other areas where food and drinks are allowed. The only exception is if visitors and administrative staff are given lab coats that are distinctly different (e.g., a different color) from the coats used by the laboratory personnel. If this is the case, the coats can be hung on hooks in administrative areas as long as there was no material splashed on the coat while the personnel were in the required areas.

Employees must periodically submit the lab coats to be cleaned. Lab coats are never to be taken home and cleaned. Each operation will arrange to have the coats laundered by a private vendor. If large quantities of material are spilled on a lab coat, it is to be immediately changed.

Employees who work with hazardous materials and samples must wear closed toe shoes or boots. Cloth sneakers are not recommended since the chemicals can quickly permeate some cloth materials. Sandals and open toe shoes are not allowed in facility areas designated as a full PPE area. Open-toed shoes may be allowed on a local (facility) basis in specified transition and exclusion zones (check with the site EHSC or Facility/Laboratory Director). It is critical that all potentially exposed skin be protected. For this reason, shorts, dresses, skirts and other clothing that might leave skin exposed will not be worn when working with hazardous materials at Company facilities. When a splash apron is worn in lieu of a lab coat, a long sleeve shirt must be worn to protect the arms.

### 8.2.2 Eye Protection

The use of eye protection at laboratories has been a long-standing industry standard. It is standard practice to require some form of eye protection for all individuals who enter individual laboratory rooms where hazardous materials are handled. The Company also applies this practice to visitors, where applicable. At the same time, the ANSI has determined that safety glasses do not adequately protect the employee when a material is splashed, squirted, or sprayed. With these factors in mind, the Company has established the following policy:

All personnel who enter laboratory or sample receiving areas will wear eye protection with side shields. If there is a potential for an impact hazard, safety glasses are required and must meet the ANSI Z87.1 requirements for safety glasses. The only exception is if the area has been exempt from the requirement for use of eye protection as based on their facility addendum.

The type of eye protection required will depend on the area and the type of work being conducted.

Employees who handle hazardous chemicals or samples are not allowed to wear contact lenses. Hazardous materials can become trapped under a contact lens causing serious damage to the eye. The only exception to this rule is for visitors or employees whose vision cannot be corrected with prescription glasses. Employees who must wear contact lenses to correct their vision must provide a written opinion to the EHSC from their eye doctor stating that their vision cannot be corrected with the use of prescription glasses. Visitors who wear contacts must wear safety glasses and must not be allowed to be near chemicals that are being used. Employees who must wear contacts will wear goggles at all times when in the areas mentioned above.

Employees who work in laboratories have a potential for exposure of the eyes to chemicals that may be splashed, squirted, or sprayed. Most of the time, employees work with extremely small quantities of hazardous materials (e.g., 100 mls or less), and the potential for such an exposure is extremely small. Employees will occasionally work with larger quantities of hazardous materials, or in situations where the potential for such an exposure is increased. A small number of employees may perform work that would generate flying debris or other such hazards.

In some instances, employees will have to wear additional eye protection. The type of eye protection that will be used must be included in the SOP for the work being carried out.

When there is potential for a material to be splashed, sprayed or squirted, employees will wear ANSI-approved face shields and/or goggles. Typical work that requires an employee to wear a face shield and/or goggles includes, but is not limited, to:

- Pouring large amounts of liquids (What constitutes a "large amount" depends on the type and level of hazard associated with the material.)
- Dispensing solvents or other reagents using a squirt bottle or pipettes other than micropipettes with disposable tips.
- Bulking or pouring hazardous waste into larger containers.
- Putting materials into, or taking materials out of acid or other cleaning baths.
- Using glass separatory funnels or venting any separatory funnel.

- Rinsing glassware or large pieces of equipment using solvents in squirt bottles or under pressure.
- Changing compressed or liquid gas cylinders.

Employees who perform work that might produce flying object hazards must wear ANSI-approved safety glasses with side shields. Operations that would fit this category include, but are not limited to, using:

- grinding wheels
- drills
- powered sanders or chippers
- powered saws
- Systems or equipment under pressure or a vacuum when the material or equipment cannot be wrapped, shielded or otherwise contained.
- Crushing or breaking glass or using a shredder to destroy sample containers.

Most operating companies require the use of ANSI-approved safety glasses with side shields for all personnel who enter their facilities. Drivers who pick-up or collect samples from operating company sites will wear safety glasses with side shields.

### 8.2.3 Head Protection

Some facilities have warehouse areas where materials are stacked on shelves. If the shelves in the warehouse areas are higher than 8-feet, ANSI-approved hard hats will be worn by employees when materials are placed on or taken off the shelves. It should be noted that materials on shelves over 8-feet will not be allowed to overhang the shelf. They must be secured in a manner that will ensure they cannot fall off the shelf.

### 8.2.4 Foot Protection

Employees who work in field sites to collect samples will wear ANSI-approved safety shoes or boots. Employees who move 55-gallon drums or Dewar flasks containing Cryogenic gases will wear steel toe caps over their shoes, safety shoes or boots.

### 8.2.5 Hearing Protection

Each facility will conduct noise studies in areas where equipment that could exceed the limits in the OSHA standard (29 CFR 1910.95) is used. If potential level of exposure could exceed 50% of the allowable daily dose, employees will wear ANSI-approved hearing protection devices. If such situations exist, employees will be given an annual hearing exam. The facility must also prepare a written hearing protection program that may be incorporated into the procedures for the equipment or maintained as a stand-alone document. Employees who might be exposed to such noise levels will receive annual training. The training must include, but is not limited to, the following.

- A list of the equipment that they use that could cause them to exceed 50% of the allowable daily dose.
- The type of hearing protection they must use to protect their hearing.

- The proper means of using the hearing protection and the potential consequences of not using the equipment.

A copy of the cited OSHA standard can be made available to the employees during the training.

### 8.2.6 Hand Protection

Employees may be exposed to hazards that would require the use of hand protection. Sample collectors and laboratory workers routinely handle hazardous materials and samples, hot or cold materials, and materials that can cut or abrade the hands. For this reason, employees will wear gloves that are designed to protect the employee from the hazard(s) that are present.

The Company has implemented a behavior-based cut-prevention program. Employees receive annual training pertaining to cut-prevention. The program is designed to assess which tasks and procedures require cut-prevention PPE or equipment. The program is monitored through visual inspection of proper cut-prevention practices by EH&S and management personnel, and also through measurement of cut mitigation safety metrics.

**NOTE:** Employees must wear cut-resistant gloves (e.g., Ansell Hy-Flex™, Kevlar, and MAPA Blue Grip) when, at a minimum, the following activities are carried out:

- Separating stuck glass or other joints or broken joints.
- Connecting or disconnecting glass or Teflon joints (e.g., KD flasks and receivers or separatory funnels).
- Washing glassware.
- Opening and sealing VOA vials.
- Vortex mixing of VOA vials.
- Initially inspecting coolers that are received.
- Cleaning coolers for re-use.
- Opening glass sample containers to dispose of excess samples.
- Opening, cutting, breaking down, cleaning up materials (e.g., boxes, tubing, rope, etc.)

Where practical, the glass can be wrapped in a protective material as an alternative.

Note: Kevlar gloves are made of a woven fiber, which provides protection against slicing and slashing, but does NOT provide protection against stabbing or puncture type hazards. The point may go through the weave against the skin and cause injury. As such, they are not recommended for use in tasks where that is a possibility, such as working with or washing glassware.

Chemical protective gloves have several limitations. Chemical resistant gloves begin to break down the minute they come in contact with a hazardous material. Because each type of glove has limitations, employees must adhere to the following rules.

**NOTE:** Due to potential allergic reactions, use of Latex should be minimized.

- Select gloves that are appropriate for the work to be performed or the material to be handled.
  - Wear Nitrile™ gloves when organic solvents are being handled.

- Wear insulated gloves when handling extremely hot or cold materials such as pans containing heated sodium sulfate or cryogenic liquids.
- Wear puncture resistant gloves when handling materials with sharp, jagged edges (few instances).
- Wear padded gloves when handling materials that could pinch or crush fingers (e.g., gas cylinders).
- Latex or vinyl gloves may not be used when handling solvents unless they are approved by the VP-Quality & EHS.
- Latex, vinyl or Nitrile gloves may be used when handling acids or handling samples.
- Some circumstances will require the use of other gloves. For this reason, the type of glove that may be used must be specified. This will be accomplished by either listing the type of gloves in the SOP for the work to be performed or by creating a glove selection table for work that is performed at the facility. If a glove selection table is used, it must be included in the facility addendum.

- Immediately discard thin disposable gloves whenever a spill or a splash of hazardous materials occurs on them. If using thicker reusable gloves, periodically inspect them for degradation or deterioration.
  - Degradation occurs when a glove comes in contact with a material and the glove material begins breaking down. Examples of degradation include cracking, discoloration and unusual hardness or stiffness.
  - Deterioration occurs when the glove material is physically damaged (e.g., it is torn or punctured).
- Never use a pair of gloves worn by someone else.
  - This can cause contamination and diseases to be passed from one employee to another. It is highly recommended that employees list their initials on gloves that are intended to be reused.
- Never touch uncontaminated surfaces with gloves on.
  - When touching an uncontaminated surface with gloves, it is possible to pass the contamination on the glove to the surface. The next person who touches the surface will unknowingly transfer the contamination to their hands.
  - Keyboards will not be used with gloves on unless the keyboard is labeled "to be used with gloves only" and is considered a contaminated surface.
- When washing laboratory equipment, ensure to not allow the top of the glove go below the waterline.

### 8.2.7 Respiratory Protection

Employees are not allowed to order, purchase, or wear respirators without the explicit approval of the facility EHSC. There are several reasons for this requirement. Employees who must wear respirators must receive an annual medical evaluation. Employees who are not properly trained may use the wrong equipment or may not know how to properly maintain the equipment. Employees who use a respirator improperly, or who use a respirator that does not properly fit could be injured. Each operation will determine if respirators are required for work performed.

If respiratory protection is required, the EHSC will ensure that a written respiratory protection program is prepared that complies with OSHA standard (29 CFR 1910.134). Employees may be allowed to use respirators on a voluntary basis as long the following criteria are met:

- EHSC can demonstrate that the employee will not be exposed to materials at levels that will exceed any exposure limits.
- Employees complete the medical requirements listed in the OSHA standard (29 CFR 1910.134). The only exception is the use of dust masks.
- Employees are given a copy of the information in Appendix D of the cited OSHA standard.

## 8.3 Rules for Use of PPE

Unless otherwise specified, all PPE used by employees must meet or exceed test criteria set by either ANSI or NIOSH and will be purchased from approved vendors. The EHSC is responsible for ensuring that the PPE used at their facility meet the required standards. If individuals purchase any safety equipment, they must submit the equipment, or a certification for the equipment to the EHSC. The EHSC will review this information with the VP-Quality & EHS to determine if the equipment meets regulatory requirements. The Company will not reimburse employees for personally owned equipment that does not meet approved standard or is not approved by the VP-Quality & EHS.

All PPE will be properly fitted to the employee who must wear the equipment. Employees will maintain their PPE in a sanitary and reliable condition. Emergency equipment such as emergency escape masks must be inspected at least once a month. Defective or damaged equipment will not be used. It must be discarded or repaired. If a repair cannot be made right away, the material will be taken out of service. A tag reading "OUT OF SERVICE/DO NOT USE" will be placed on the unit until it can be repaired.

## 8.4 Training

Employees who wear PPE will be trained before they are allowed to use the equipment and before they are allowed to work in their assigned areas. The EHSC or designee will conduct this training. In some cases, portions of the training may have to be conducted by outside vendors. Refer to Section 4.9 for new employee orientation training documentation.

Training shall include:
- What PPE is necessary for each job to be performed?
- Why PPE is necessary.
- When PPE is necessary.
- How to put on, remove, adjust and wear the PPE.
- The limitations of the PPE.
- The potential consequences of not using or improperly using the PPE.
- How to properly maintain and care for the PPE.
- The useful life span of the PPE and when and how to dispose of it.

Refresher training will be conducted:
- At least once each year.
- When there are changes in the workplace that make the current training obsolete.
- When the employee fails to wear or improperly wears the required PPE.
- When any type of PPE changes in a manner that affects the safety of the employees.
- When an employee demonstrates improper skills or understanding of the PPE.

All training must be documented. This may be performed using a training sign-in form, a training questionnaire, and/or vendor's certificates of training or testing. Whatever format is used, it must include:

- The name of the employee.
- The date(s) of the training.
- A description of the subject matter covered.
- The name of the trainer.
- The signature of the trainer.

**SECTION 9**

## 9.0 BASIC RULES AND PROCEDURES

### 9.1 General

The following general rules apply to all facilities.

- All accidents, incidents, injuries, work-related illnesses and chemical releases will be reported to the employee's Manager or Supervisor and to the EHSC.
- The verbal reporting will be performed immediately following the event, or as soon as possible. Accidents will be reported within 24-hours of the incident.
- Accidents and near misses will then be reported by the EHSC on-line through the Company's defined incident reporting database, which is administered through a third-party vendor, VELOCITY EHS. An Accident/Illness/Incident Worksheet (form number CW-E-WI-001) can be used to collect information; however, the official & final documentation is recorded in the VELOCITY EHS database.

  **NOTE:** Refer to Section 7 for details on procedures and time-frames for management notifications.
- Be alert to unsafe conditions and ensure that these are corrected when identified or reported. Management and the EHSC will be immediately notified of any unsafe condition or broken or damaged safety equipment.
- Apparatus that may discharge toxic chemicals (vacuum pumps, distillation columns, ovens used to dry potentially contaminated samples or solvent rinsed dry chemicals, etc.) will be vented into local exhaust devices or through filters that will trap the hazardous materials.
- Trash and waste containers will be emptied before becoming overly-full or are allowed to spill out of the container.
- Do not engage in practical jokes, horse-play, rough-housing or other behavior that might confuse, startle or distract another employee.
- Confine long hair and loose clothing before working with chemicals or moving equipment.
- Provide sufficient lighting to view the operation from the hall or other observation area. Place appropriate signs on the door, and provide for containment of toxic substances when hazardous operations will be left unattended.
- Use fume hoods or other appropriate ventilation devices for any operation that might result in release of toxic chemical vapors or dust.
- Maintain the sashes on fume hoods as low as reasonably possible when in use. Constant velocity fume hoods should be closed when not in use. Variable velocity fume hoods may be maintained at the designated working level when not in use. Do not allow equipment or materials to block vents or airflow.
- Maintain fume hoods 'on' when not being used if toxic substances are stored in cabinets under the hood or the fume hood itself.
- Avoid working alone. An employee is said to be working alone when they cannot be seen or heard by another person. When working with hazardous materials it is Company policy that two employees be present in the building when work is being conducted. Certain types of work (e.g., organic extractions, wet chemistry and metals digestions) will require two people to be present in the immediate area. Under certain circumstances, it may not be possible to have a second person in the same room or area when hazardous levels of chemicals are being used. If this occurs, there will still be two employees in the building. However, the

two employees may be given Walkie-Talkies or other means of communication that can be used to communicate with one another in the event an emergency occurs and assistance is needed. If appropriate monitoring systems are being used in the facility, then although the employee is (physically) alone, they are not considered inaccessible. The area manager or supervisor, with the EHSC's approval, will decide when operations are hazardous enough to require two people.

The only exceptions to this rule are as follows:

- When an employee briefly stops at the laboratory to check on work in progress.
- An employee is only working on administrative functions and arrangements have been made to periodically check on the employee while the work is being performed.
- An employee is working in a mobile lab or carrying out fieldwork.

- Protect work surfaces from contamination by the use of plastic-backed paper liner.
- Only smoke in areas designated by the Facility/Laboratory Director. Smoking is not allowed in Company buildings or vehicles.
- All personal equipment or devices (e.g., fans or space heaters) brought from home will be UL rated (or equivalent) and submitted for approval by the EHSC and the Facility/Laboratory Director to ensure the equipment or device are in safe operating condition. Use of personal equipment is discouraged.
- The volume of all radios and other audio devices will be kept low enough for the employees to hear all emergency messages and alarms.
  - Use of one ear piece for audio devices is allowed in Company work places. Double headphones are prohibited since these devices may interfere with an employee's ability to hear emergency announcements or alarms.

## 9.2 Housekeeping

Good housekeeping is of paramount importance. OSHA can and will cite facilities for poor housekeeping practices. Employees will keep floors and working surfaces clean and free from clutter given that cleaning crews are not trained in sample and chemical handling procedures. Small spills will be cleaned up immediately. Glassware and other equipment will be stored in designated areas when not in use.

There is a definite relationship between safety performance and orderliness. When housekeeping standards fall behind expectations, safety performance as well as productivity, inevitably deteriorates. Hazardous materials are often present in work and storage areas. It is of vital importance that good housekeeping practices be implemented and sustained to prevent unnecessary exposure or injury.

- Chemicals will be clearly and properly labeled.
- Equipment/materials will be stored in a defined and proper location.
- Aisles will be clear of items that might cause trips or block an entry/exit from the area.
- Floors will be cleaned regularly as accumulated dust, chromatography adsorbents, and other assorted chemicals can pose a respiratory and slipping hazard.
- Trash will be placed in the appropriate containers; it will not be left on the floor, on the benches, etc.
- Work areas will be cleaned and organized at the end of the operation, or the end of the day. This includes returning chemicals to their defined and proper storage location.
- Spilled chemicals will be cleaned up promptly using the appropriate spill control procedures.

The material will be disposed of properly. (Refer to Section 7.)

- All safety equipment will be readily accessible. Access to exits, emergency equipment, electrical control panels, etc., will be kept clear at all times. It is recommended that the floor area be marked with color-coded tape.
- Electrical cords, cables, etc., will not present a tripping hazard. They will be kept tidy, preferably off the floor in conduit trays.
- Use of stairs, hallways, open areas under stairs, and cubicles for storage should be avoided. Under no circumstances are combustible materials to be stored under stairs or in hallways unless they are equipped with an appropriate sprinkler system in those areas.
- Unlabeled containers and chemical wastes will be disposed of promptly using appropriate procedures.
- Materials and chemicals that are no longer needed will not be allowed to accumulate. They will be returned to the chemical stockroom or waste room, as appropriate.

## 9.3 Transition Areas and Exclusion Areas

A transition area is an area that is partially exempted from a requirement in this document. For example, employees may need to take closed food containers through areas where hazardous materials are used to areas where they are not used. The EHSC and Facility/Laboratory Director might choose to designate a certain portion of the lab (e.g., hallways) as a transition area and allow employee to take these items to the non-lab area. Likewise, the EHSC and Facility/Laboratory Director may choose to allow employees to wear lab coats through transition areas in non-lab areas to get to other lab areas.

An exclusion area is an area in a facility that is completely exempt from certain requirements of this manual. For example, a laboratory room may contain a fume hood where standards are prepared for use. The remaining area in the room may only contain instruments and other equipment such as computers that do not present a risk to the employee. The EHSC and Facility/Laboratory Director could exempt employees from wearing eye protection in the areas of the room where there is no risk.

The EHSC and Facility/Laboratory Director for each facility will decide whether transition or exclusion areas are appropriate for that facility. In both cases, they will justify the following:

- Employees in the transition or exclusion areas are not at risk. For example, if an area is exempt from the requirement for eye protection, there is no risk that chemicals could be splashed into the employees' eyes.
- The areas have been adequately marked or defined so employees clearly understand where the areas begin and end.
- Employees are clearly informed of the limitations of the exemption or exemptions that are allowed in the areas.
- The limitations of the areas are enforced.

It should be noted that the EHSC's and Facility/Laboratory Directors are not required to use transition or exclusion areas. They may decide that the exemptions cannot be adequately enforced and simply not to use this provision. It should also be noted that the VP-Quality & EHS has the final decision on when a transition area or exclusion area may be used at a facility.

## 9.4 Electrically Powered Apparatus

Only qualified persons are permitted to work on electrical equipment and systems (e.g., electrical wiring, control panels, etc.). All Company employees who are authorized to work on electrical equipment will attend an electrical safety class that meets OSHA Standard, "Electrical" Title 29 CFR 1910.301.

Employees should power down any unessential equipment during non-business hours to conserve power and avoid potential electrical short circuits that could occur.

### 9.4.1 Outlets

Electrical outlets will have a grounding connection (3-pronged plug).

If possible, outlets will be located so as to minimize the possibility of water or chemicals being accidentally spilled on them. Outlets within 6-feet of a water source will be equipped with a Ground-Fault Interrupter Circuit (GFIC). GFICs will be used in cold rooms or coolers since outlets and equipment may experience condensation and promote electrical shock.

Fume hood electrical outlets will be located outside the hood to prevent the production of sparks inside the hood when a device is plugged in. This location also permits the employee to disconnect electrical devices from outside the hood.

All electrical equipment (e.g., drills, skill saws, etc.) that is used outside will be equipped with or plugged into portable GFICs.

### 9.4.2 Wiring

The condition of wiring and cords attached to equipment will be frequently inspected. This inspection does not have to be documented unless specifically required by the VP-Quality & EHS. All wiring that is worn or frayed will be taken out of service and either repaired or eliminated. This includes if there are any exposed inside wires that can be seen through the outer insulation regardless of whether the insulation on the inside wiring is intact.

Extension cords are not to be used in place of permanent wiring. The only exception to this rule is use of surge protectors when protection is necessary for the equipment. Extension cords should be considered to be a temporary solution for lack of power at a location within a facility. The use of such items will be limited and the installation of a permanent solution, such as additional electric circuits, will be implemented as soon as practical. When extension cords are used, they will be of sufficient gauge for the anticipated load, will be secured to prevent a tripping hazard, and will not be run through walls or across ceilings.

Only 3-prong extension cords that meet UL test requirements may be used at Company facilities. Extension cords that are brought in from the home or are purchased by employees must be approved by the EHSC.

### 9.4.3 Electrical Control Panels

Control panel and circuits should identify outlets so they can quickly be turned off from outside the work area. Electrical control panels will not be obstructed. OSHA regulations and the National Electrical Code require a clearance of at least 36-inches in front and 18-inches on each side of the control panel be maintained at all times.

### 9.4.4 Portable Heaters

Use of portable heaters is discouraged and restricted by location to prevent overheating and overloading electric circuits. Portable heaters are not permitted in areas where flammable materials are stored or used.

Portable heaters may only be used when the building systems cannot provide adequate heating in an area, will be UL listed and will be approved by the EHSC or Facility/Laboratory Director before use. Portable heaters also may not be plugged into extension cords or power strips due to fire risk.

Local management may authorize or prohibit the user of personal space heaters, based on local conditions. If authorized and used, the following must be adhered to:

- Space heaters use a significant amount of electricity. Ensure that whatever electrical circuit they are added to is capable of supporting the load, in addition to whatever other electrical demands already exist.
- When choosing a space heater, ensure that there are no exposed heating elements that can come into contact with a person or other objects/the surroundings.
- When choosing a space heater, ensure that it has shutoff protection for both tip-over and overheat.
- Space heaters may only be plugged directly into a wall outlet, never into an extension cord or power strip.
- Space heaters must be unplugged from the wall outlet when the user leaves at the end of their shift or at the end of day.

Timers may not be used to either turn the space heater on before the user arrives, or turn it off after they leave.

### 9.4.5 Static Electricity

Static electricity is promoted by protective clothing made of plastic or synthetic materials and low absolute humidity (e.g., cold weather). It can also be caused during the transfer of flammable solvents. Containers of flammable solvents will be properly grounded and bonded when liquids are being poured into them because static electricity could create a spark, fire or explosion.

### 9.4.6 Motors

Non-sparking induction motors will be used where volatile flammable materials may be present. Induction motors cannot be controlled by variable autotransformers because the motor may overheat and cause a fire. Series-wound motors (kitchen appliances including mixers, blenders, vacuums, and drills) will not be used where flammable materials may be present.

## 9.5 Lockout and Tagout (LOTO) of Energized Sources

The primary purpose of a LOTO Program is to prevent equipment that is powered by hazardous energy sources from being accidentally turned on when maintenance is being performed. Each facility will assess the need for a LOTO program.

If the facility has equipment that requires LOTO devices and the equipment is serviced by

outside vendors, the contractor will be required to have a LOTO program that complies with Federal and State programs. If facility employees service the equipment, the facility will develop a program that complies with the OSHA Standard, "Electrical" Title 29 CFR 1910.301.

All Company employees who service equipment, which requires the use of LOTO devices, will receive annual training on the facility's LOTO program. Other employees at the facility who could normally access areas where the equipment is located will be given general awareness training. This training will include:

- General purpose of the standard.
- How to recognize when a LOTO device has been applied.
- Statement that the LOTO device may only be removed by the person who applied the device.

## 9.6 Equipment Guarding

All mechanical equipment will be equipped with guards that prevent access to moving parts (such as the belts and pulleys) or energized equipment. Equipment guards will not be removed or bypassed when work is being carried out. Employees will inspect equipment before use to ensure that the guards are in place and functioning.

Equipment with cover panels (such as Gas Chromatograph units and computers) will not be energized or operated with covers removed. Equipment may be energized or operated with the cover removed for testing provided a control measure is in place to prevent inadvertent contact with energized circuit boards, heat sources, and power supplies.

## 9.7 Glassware

Accidents involving glassware are a leading cause of all laboratory injuries. The following are guidelines for use of glassware in the laboratory.

- Glassware will be carefully inspected prior to use. Chipped or broken glassware will be removed from service and either repaired or disposed of.
- Careful handling and storage procedures will be used to avoid damaging glassware.
- Adequate hand protection will be used when inserting glass tubing into rubber stoppers or corks, or when placing rubber or plastic tubing on glass hose connections. Glass tubing should be fire polished or rounded and will be lubricated. Hands should be held close together to limit movement of glass if fracture occurs. The use of plastic or metal connectors should be considered.
- Heavy gloves or other hand protection will be used when collecting broken glass. Tongs or large tweezers may be used to pick up large pieces of glass. Small pieces will be swept into a dustpan with a brush.
- Employees who attempt to separate stuck or broken glass joints will wear cut resistant gloves (e.g., Ansell HyFlex™ or MAPA Blue Grip gloves) or use another equivalent method of protecting their hands. (Refer to Section 8 for PPE.)
- Employees who wash glassware will wear cut resistant gloves (e.g., Ansell HyFlex™ or MAPA Blue Grip gloves).
- Employees will wear cut resistant gloves (e.g., Ansell HyFlex™ or MAPA Blue Grip gloves) or will wrap the vials in a protective material when opening and closing VOA vials.
- Employees will wear cut resistant gloves (e.g., Ansell HyFlex™ or MAPA Blue Grip gloves)

when vortex mixing of VOA vials.

- Proper instructions will be provided for first-time users of glass equipment designed for specialized tasks that may represent unusual risks. For example, separatory funnels containing volatile solvents can develop considerable pressure during use; these will be vented frequently into the hood.
- Vacuum glassware will be taped, shielded or otherwise protected to prevent shattering.
- Always grab large glass containers (e.g., greater than 1-liter) with one hand around the container and one hand under the container. Never attempt to pick up glass bottles by the handles. The handles on glass bottles have been known to break. This can cause a major spill and/or injury.

## 9.8 Shielding

In general, safety shielding will be used for any operation that has the potential for explosion or implosion. The following precautions will be taken.

- Whenever a reaction/procedure is attempted for the first time, use small quantities of reactants to minimize hazards.
- Place the shields so that all personnel in the area are protected from the hazards.
- Ensure all employees are aware that an explosion or implosion hazard is present.
- Blenders that are used to homogenize soil should be made of an unbreakable material (e.g., plastic or metal) to prevent breakage from solid materials in the samples.

## 9.9 Review of New Projects and Use of New Equipment

Special projects will be reviewed and approved by the Facility/Laboratory Director and the EHSC. This includes research projects or when new methods are being developed at an operation. Development of the methods will not be allowed until the form has been completed. Hazards and potential hazards will be addressed and resolved during the review process. If the operation cannot be performed safely, it will not be started.

Before any new equipment is introduced into an operation, the EHSC will determine if there are any unusual hazards that need to be communicated to employees working in the area. If it is determined that there are hazards that the employees are not already aware of, a training session will be held to communicate the information to the employees.

## 9.10 Ladder Safety

**NOTE:** Employees are forbidden to work on raised surfaces (e.g., scaffolds or man lifts) other than ladders above 6-feet unless there is a protective railing that will ensure they cannot fall.

### 9.10.1 General

Ladders are used in almost every area of the work place (e.g., offices as well as shops, laboratories and field operations). Whenever materials are to be lifted or work performed above chest height, a ladder or in some instances a step stool may need to be used. This is especially important when lifting or handling heavy or bulky materials.

Various types of ladders used include fixed ladders which are attached to equipment or buildings, extension ladders that extend up to 60-feet, straight ladders which are used to reach

up to 30-feet, and step ladders that range from 3- to 15-feet. Used correctly, ladders are valuable tools. Used incorrectly, ladders can become dangerous devices and may lead to serious injuries. The following are guidelines to be followed when using ladders.

### 9.10.2 Basic Rules

- All ladders will be kept in good condition. Employees using ladders will be responsible for inspecting them prior to use and will immediately report any defective ladders to the EHSC or facilities staff for repair or disposal.
- Watch out for overhead obstructions when setting up ladders.
- Do not place ladders close to electric wiring or against piping (e.g., acid lines, chemical lines, and sprinkler systems) where damage could be done.
- Fiberglass or wooden ladders will be used whenever work is conducted near electrical equipment.
- Ladders will not be used in a horizontal position as platforms, runways or scaffolds.
- Ladders should never be placed in front of doors unless the door has been locked, roped off or otherwise guarded.
- Always face the ladder when ascending or descending.
- Never slide down a ladder.
- Hands will be free of materials when climbing ladders. Hand lines or tool pouches should be used to raise or lower materials. Small tools may be carried on a tool belt.
- Never reach or lean too far to the side. Maintain balance by keeping ones' body between the side rails.
- Keep the area around the base of the ladder free of clutter.
- Keep ladder rungs free of grease, oil, dirt or other foreign objects.
- Check shoes for grease, oil, mud or other slippery materials. Be especially careful if shoes have been exposed to slippery materials, when ascending or descending a ladder.
- Rubber ladder shoes should not be used on oily or wet surfaces.
- No ladder will be used to support more than one individual at a time unless the ladder is specifically designed for that purpose.

### 9.10.3 Step Ladders

- Legs on step-ladders will be fully extended, and the spreaders locked before the ladder is used.
- Do not use a step-ladder as a straight ladder.
- Step ladders over 8-foot should be secured by a second person so they can not shift.
- Never use the top of a step-ladder as a step unless the ladder has a protective railing around the top step.

### 9.10.4 Straight and Extension Ladders

- When using a straight ladder to climb to a roof or platform, the top of the ladder should extend at least 3-feet above the top of the roof or platform.
- All straight ladders will be placed so as to prevent slipping. If this is not possible, the top portion of the ladder will be secured before it is used. When this is necessary, a second employee will hold the ladder while the top is secured.

- The top two rungs of an extension or straight ladder are never to be used for support.
- Both hooks on an extension ladder will be secured over a rung before the ladder is used.
- When setting up a ladder, the base of the ladder should be set approximately 1-foot for every 4-feet of rise.

## 9.11 Use of Fork Lifts and other Lift Devices

When forklifts or other large lift devices are used, it is imperative that the device be used in a safe effective manner. Forklifts may only be used by employees who have completed training as specified under the OSHA Standard "Powered Industrial Trucks (Forklift), 49 CFR 1910.178. When using a forklift or lift device, the following rules will be followed.

- Conduct an assessment prior to using the lift device to verify that it is necessary and to eliminate or adequately control risks to health and safety.
- Ensure loads are not lifted that exceed the load rating of the device.
- Ensure all loads such as pallets are suitable and fit for purpose.
- Ensure that the lifting equipment is positioned in a manner to prevent the risk of injury, e.g., from the equipment or the load falling or striking people.
- Do not use equipment such as slings or other devices unless it is rated for that purpose and the load rating is clearly posted on the equipment.
- Only use equipment for lifting people that is designed and safe for such a purpose and clearly marked with any appropriate information such as safe working load and details of the number of persons it can lift.
- Plan the operation so that risks are adequately identified and controlled
- Check the forklift before it is used. The forklift will be inspected at least once each day prior to use. The inspection will be documented.
- If the examination or inspection of the forklift indicates a safety problem, do not use it.

## 9.12 Use of Hand & Power Tools

It is critical that hand and power tools (e.g., hammers, pliers, cordless-drill) be used and maintained in a safe condition. The use of power tools must be approved by the EHSC prior to their use. Employees who use hand and power tools are expected to visually inspect the tools prior to use. If defects are detected that could represent a safety hazard, the employee will stop work. The defect will be reported to the EHSC who will take the tool out of service. The tool will not be used again until it can be repaired or replaced. Hand and power tools will be kept in a location where the EHSC can inspect them. Employees are allowed to use safety knives and are not permitted to use non-safety knives such as box cutters. This limitation does not apply when specialty knives such as Exacto Knives are necessary for the work being conducted.

## 9.13 Use of Minor Lift Equipment

Minor lift equipment includes, but is not limited to, small scissor lifts or other devices that are used to lift equipment or materials from the floor to bench tops or appropriate work heights. This equipment will be used safely.

Safety precautions will be written into any procedures that might require use of the equipment (e.g., receipt of sample coolers). A list of employees who are trained on the procedure will be

maintained. The employees will inspect the equipment prior to use to ensure that it is operating properly and in safe condition.

## 9.14 Parking Lot Safety

Employees will be aware of their surroundings and the environmental circumstances. Employees need to be aware of moving vehicles when they are in parking lots or crossing streets to operations since moving vehicles can cause serious injuries. In addition, employees need to be aware that in certain circumstances, such as inclement weather, parking lot surfaces may be slick or icy and can cause employees to fall and injure themselves. If there are any suspicious individuals, immediately leave the parking lot and go to a safe and secure location.

SECTION 10

## 10.0 USE OF HAZARDOUS MATERIALS

### 10.1 Procurement of Chemicals

The EHSC does not have to review and approve the purchase of chemicals that are routinely used at the facility. However, each operation should ensure that excess amounts of chemicals are not ordered due to the expense incurred to dispose of any excess quantities that are not consumed. Disposal costs routinely exceed the cost of the chemicals themselves. This can be further complicated by the fact that some chemicals are extremely difficult and expensive to dispose of.

The Facility/Laboratory Director or their designee and the EHSC will review and approve the orders for chemicals that have not been previously purchased. No chemical will be released for use until the SDS is available. A chemical that has been purchased without authorization, free samples and trial materials will not be released for use until the hazards have been reviewed and a SDS has been received and evaluated by the EHSC.

No container will be accepted without an adequate identifying label. All substances should be received in a central location.

### 10.2 General Rules for Use of Hazardous Materials

The following rules apply to all chemicals that might be used.

- Read all SDSs before working with materials for the first time. Review them again when questions arise about the material. This rule cannot be stressed enough. Knowing information in SDSs can make the difference between whether accidents occur, and how severe the accidents are.
- If the information in a SDS does not adequately address the employee's questions, or is unsure how the information relates to the work, contact the EHSC.
- Wear all PPE as required.
- When there is the potential for a splash hazard, use goggles and/or a face shield.
- If an employee has an abrasion or open cut, protect the wound from potential exposure with bandage. Always inform the supervisor of an open cut or abrasion that could be exposed to the materials that are to be handled.
- Work with chemicals in a fume hood or in a well ventilated area.
- Take whatever steps are necessary to minimize the potential exposure to all chemicals, including those that are a minor hazard.
- With the exception of small containers of standards, write the date the material was received and expiration date on the container. This is exceptionally important for containers that hold materials that are unstable, or may become unstable over time.
- Ensure labels on original containers have not been removed or defaced. Secondary containers, such as squirt bottles, are labeled as per Section 5.7.2.

- Keep all glass containers that hold liquids in secondary spill trays, or secured in a manner that will ensure they cannot be tipped over, leak, or be broken. This will help minimize the impact on production if a container does break or leak.
- Keep all RCRA hazardous waste (defined under Sec. 13.5.2) as well as PCB waste in secondary containers.

  **NOTE: The storage area inside flammable storage cabinets is designed to adequately contain any spilled or leaking materials. The storage area inside corrosive cabinets is not.**
- Never leave uncovered or unlabeled containers unattended.
- Report any unknown materials so they can be properly identified and disposed of.
- Promptly react to all spills (refer to Section 7).
- Always return materials to their proper storage area. No chemical or sample is to be left out overnight.
- Always wash hands, forearms and other areas of the body that might have been in contact with chemicals, hazardous materials and/or samples before eating, drinking, smoking, or applying cosmetics or lotions. Never store, handle or consume food and/or medication in areas that contain hazardous chemicals or samples.

  **NOTE:** Food or other consumable items can be transported through transition areas to move from one area where chemicals are not used to another area where chemicals are not used. If food or other consumable items are to be taken through transition areas, it will be in closed containers that will prevent the potential contamination of the consumable material. Food, drink, medication, chewing gum, cigarettes, and lotions may never be stored in transition areas. Areas where food is permitted will be prominently posted (for example, EATING AREA - NO CHEMICALS OR LAB COATS ALLOWED).
- Never take lab coats, hazardous materials or samples into areas where food and other consumable items are consumed or stored.

  **NOTE:** Offices adjacent to laboratories are not considered to comply with this requirement if employees access the office through the laboratory, and/or if the walls do not go from the floor to ceiling. Areas where closed food and drink containers may be taken will be defined in the facility addendum.
- Never use glassware or utensils that could be used for laboratory operations to prepare or contain food or beverages.
- Do not store food and other consumable items in laboratory refrigerators/freezers, ice chests, cold rooms, and areas where samples or hazardous materials are stored. Laboratory refrigerators and freezers will be marked "NO FOOD ALLOWED."
- Never pipette by mouth.
- Never smell or taste chemicals or samples.

## 10.3 Flammable and Combustible Materials

A flammable liquid is any liquid with a flash point of less than 100°F.

A combustible liquid is any liquid with a flash point between 100°F and 200°F.

The term flash point means the minimum temperature at which a material will burn when properly mixed with air. These types of materials are hazardous because they readily burn and can be ignited by simple spark sources. Extreme care needs to be taken when handling these types of materials. This is especially important when handling materials with flash points below

normal room temperature and/or materials whose vapors are heavier than air. Flammable liquids typically handled at facilities include, but are not limited to:

| | | | |
|---|---|---|---|
| Ethyl Ether | Acetone | Toluene | Diesel Fuel |
| Tetrahydrofuran | Hexane | Xylene | |
| Methanol | Acetonitrile | Gasoline | |

, In addition, many samples handled are highly flammable. Rules that apply to the use and storage of flammable or combustible liquids are:

- Store flammable or combustible liquids in appropriate containers (e.g., no more than 1-gallon may be stored in glass containers). They may only be dispensed into, and used in open containers if they are intended for immediate use. All containers will be returned to their designated storage area when they are not in immediate use.
- Keep minimum amounts of materials out and in use.
- Do not exceed storage limits. Refer to Section 6.5.2, Table 6.3 for storage limits.
- Never store flammable or combustible liquids with oxidizers or other corrosive materials. These materials may react violently, or spontaneously combust when mixed.
- Never heat flammable and combustible liquids on an open flame or a heat source with exposed spark sources. Allowable heat sources include steams baths, water baths, heating mantles, hot plates with sealed heat sources, and hot air baths.
- Keep flammable and combustible materials away from all potential ignitions or spark sources. This is especially important for ethyl ether and other liquids with vapors that are heavier than air. Vapors from these types of materials can flow along the ground and be ignited by spark sources some distance away.
- Handle quantities greater than 50 mLs in a fume hood or well-ventilated area.

## 10.4 Peroxide Forming Compounds

Peroxides are highly reactive and/or explosive compounds. Some organic solvents may form peroxides when stored or evaporated to dryness. This has resulted in many laboratory accidents and explosions. Once peroxide has been formed, it can be detonated by simply moving the container. This coupled with the fact that most organic solvents that may form peroxides are also highly flammable is a formula for disaster.

Two such solvents that are sometimes used in procedures are ethyl ether and tetrahydrofuran. Employees who handle these materials will be aware of this problem. Employees will be aware when to submit the materials for disposal, how to check for peroxides, and what to do if peroxides are developed. Rules for handling peroxide forming compounds are as follows.

- Write the date the container is received and expiration date on the label. The materials in the container will be submitted for disposal by the manufacturer's expiration date on the container.
- Whenever possible, purchase these materials in the smallest available containers.
- Cap all containers tightly and store in a dark area away from heat sources. If possible, purge the container with nitrogen before putting the cap on.
- Keep all materials that may form peroxides out of regular refrigerators. If they are to be refrigerated, place them in explosion proof or flammable refrigerators or freezers.

- Collect and preserve all waste that might form peroxides with alcohol or other anti-oxidizers.
- Avoid evaporating these types of materials to dryness. If you have to evaporate the materials to near dryness, use a stream of nitrogen. If possible, contain the apparatus behind an explosion shield.
- If the shelf life of a container of one of these materials is exceeded, a container has been open for more than 6-months, or there is evidence of peroxide formation, contact the EHSC. **DO NOT ATTEMPT TO OPEN OR MOVE THE CONTAINER.** This could cause the peroxide to detonate. Visible evidence of potential peroxide formation includes formation of crystals around the cap, formation of a viscous layer at the bottom of the container, or rust around the surface of the can.

## 10.5 Other Potentially Unstable Compounds

Unstable compounds include all compounds that may react violently when exposed to mechanical shock, friction, elevated temperatures, chemical interactions or exposure to air or water. Examples include elemental Phosphorus, Sodium, Lithium as well as di- and tri-Nitrotoluene and Phenols. These include explosive materials regulated by the federal government, air reactive materials, water reactive materials, shock sensitive materials, and so forth. Unstable compounds can cause serious damage. For this reason, no unstable compound may be used at a facility without the express permission of the VP-Quality & EHS. The facility will prepare specific procedures if these types of materials are to be used.

One unstable compound that is routinely used at an operation is diazomethane. This material is used while preparing sample extracts for analysis of herbicides. In addition to being unstable, this material is prepared in a solution of ethyl ether, which is highly flammable, and is a peroxide forming compound. Employees manufacture this material in small quantities in glassware with specially polished "clear seal" joints. When handling this or other unstable compounds, employees are to remember the following:

- Use proper safety equipment such as face shields, explosion shields and so forth.
- Segregate the materials from other items that might adversely react with them.
- Keep reaction quantities small. Use only the minimum amount necessary to conduct the procedure.
- Post signs warning other employees of the potential hazards.
- After the work has been completed, deactivate any remaining unstable materials, and turn the material in for proper disposal.

All employees who handle either diazomethane or TMSD (trimethylsilyldiazomethane) are required to complete the training course on the safe handling of these materials (refer to training documents available on Oasis / EH&S). Additionally, employees who work in the same room where diazomethane or TMSD is used are required to complete the training on safe use of these materials. Only hoods that are vented to outdoors via vertical flow ducting are to be used to handle diazomethane or TMSD. Self-contained, re-circulating type hoods cannot be used to handle either reagent.

## 10.6 Corrosive Materials

There are four classes of corrosive materials: strong acids, strong bases, dehydrating agents, and oxidizers. Some corrosive materials fall into more than one of these classes. For example, sulfuric acid is a strong acid, a strong dehydrating agent, and an oxidizer. Each of these classes is discussed below.

Corrosive materials are destructive to human skin. Many are also destructive to metal compounds or containers. Local effects of exposure range from minor irritation of the skin or affected area, to severe tissue damage. Some corrosive materials require repeated exposures over some time before symptoms develop; and some may react and cause severe damage after only short-term exposures. Others may have a delayed effect that may not be manifested for several hours after the exposure has occurred.

Employees will use extreme caution when handling corrosive materials that could become airborne. If corrosive materials are inhaled, they may cause severe internal damage. If there is a potential for a corrosive material to become airborne, it will be used in a fume hood, or by someone who is authorized to wear a respirator mask.

### 10.6.1 Strong Acids

Strong acids commonly used include, but are not limited to, nitric acid, sulfuric acid, and hydrochloric acid. Concentrated acids will cause severe damage to the skin and mucous membrane which will occur after only one exposure.

Hydrofluoric Acid is exceptionally dangerous. It will initially pass through the skin, with no visible injury for up to 24-hours, and will not begin reacting until it reaches the bone. This material reacts with the calcium in the bone and if given time to react, it will cause severe damage and extreme pain. The only effective treatment once it has reached the bone is to conduct surgery and inject neutralizing agent into the bone.

Employees are not allowed to work with Hydrofluoric Acid unless they have calcium gluconate neutralizing gel immediately available. If skin exposure occurs, the employee is to immediately wash the affected area for 5-minutes with water. After rinsing with water, apply a calcium gluconate gel to the affected area, and massage into the skin. Re-apply the gluconate neutralizing gel every 15-minutes. Medical attention will be sought as soon as possible. If contact is to eyes, rinse for 30-minutes and use an ice pack until medical treatment is available. Refer to the SDS for additional information.

### 10.6.2 Strong Bases

Bases are corrosive substances based on having a pH >7.0. The three most common strong bases used are potassium hydroxide, sodium hydroxide, and ammonium hydroxide. Ammonium hydroxide is an extreme respiratory irritant and must be used in a fume hood or outside in a well-ventilated area. These types of materials are exceptionally damaging to the eyes and mucous membrane, and can cause severe burns.

Vapors and fumes generated from bases can cause irritation to the eyes, skin, and respiratory tract. Chemical burns can occur if bases are allowed to contact skin or eyes. Bases can cause irreversible damage to the eyes; even in dilute concentrations.

In the event that a base comes in contact with your skin or eyes, flush the affected area with copious amounts of water for at least 15- minutes. If contact was with the eye, pull the eyelid up and out, exposing the cornea. Seek medical attention as soon as possible.

### 10.6.3 Dehydrating Agents

Common dehydrating agents that are used include sulfuric acid, sodium hydroxide, phosphorus pentoxide, and calcium oxide. These materials react vigorously when mixed with water. This reaction results in the release of large amounts of heat (exothermic reaction). These materials have such an affinity for water that they can cause severe burns on contact with skin or other tissue. If combined with water in the wrong manner, the reaction can be very violent. To minimize the potential for a violent reaction, employees will always add the dehydrating agent to the water, and not the water to the agent.

### 10.6.4 Oxidizers

Oxidizers include materials such as chlorine, fluorine, bromine, iodine, perchloric acid, sulfuric acid, nitric acid, sodium nitrate, potassium nitrate, chromic acid and so forth. Any material with oxygen in its molecular structure may potentially be an oxidizer. Oxidizers spontaneously evolve oxygen and, therefore, may create a fire or explosion hazard in some environments.
In addition to having corrosive properties, these materials can form highly flammable or explosive mixtures when mixed with organic materials. For example, perchloric acid may form highly unstable compounds that can detonate on contact. Potassium permanganate may spontaneously combust after just a few drops of glycerol are added. Always store strong oxidizing agents in glass or some other inert container. Never use corks or rubber stoppers to seal or close the containers. They may react with the oxidizer to form unstable compounds.

This type of material can cause extreme irritation and sometimes burns to the skin. Flush affected area with copious amounts of water for 15-minutes. Seek medical attention as soon as possible.

## 10.7 Carcinogens, Reproductive Toxins, and Substances that are Highly Toxic

Carcinogens are substances which are known to cause cancer in humans or animals and are:

- Regulated by OSHA.
- On the National Toxicology Program (NTP) list of "known carcinogens."
- On the International Agency for Research on Cancer (IARC) Group I list of materials that are carcinogenic to humans.
- On the IARC Group 2A or 2B list, or the NTP list of materials that are "reasonably anticipated to be carcinogens."

Reproductive toxins are chemicals that have been shown to cause reproductive affects in animals at some level. They include mutagens, which cause chromosomal damage and teratogens that affect the fetus during development.

Substances with a high acute toxicity are materials that can cause symptoms of exposure or damage at extremely low levels. Appendix V contains a discussion on the levels of toxicity.

Each of the materials listed above will be handled with extreme care. Signs will be posted in areas where carcinogenic materials are handled. It is critical for each employee to know if the materials they are using fall into one or more of these categories. A list of carcinogenic materials contained in the various standards used at any facility has been prepared and added to Appendix XII. The list will be reviewed with the employees who work in the laboratories at least once each calendar year. However, the only practical way to know if a carcinogenic material is being used is to read the SDS for each material before working with it. This is the reason why each employee is required to review the list of materials used in the SOPs they perform, read the SDSs for the standards and compounds used against the list in Appendix XII. When employees handle these types of materials, they will:

- Always use the materials in a fume hood or extremely well ventilated area. Never use these types of materials on bench tops, or other areas that are not in fume hoods.
- Avoid all skin contact by wearing gloves and other appropriate PPE.
- Immediately wash any body parts that come into contact with the materials.

## 10.8 Cryogenic Liquids and Solid Carbon Dioxide

Cryogenic materials are substances that are kept at very low temperatures (< -100°F) and may be liquids or solids. Atmospheric gases, such as nitrogen, oxygen, or hydrogen, that are cooled to temperatures < -150°F, become liquefied and are examples of cryogenic materials.

The primary cryogenic liquids used in operations are liquid argon and liquid nitrogen. Another material that represents an extreme hazard if mishandled is solid carbon dioxide (a.k.a., dry ice). All of these materials can cause severe burns and sometimes permanent damage if they come into contact with the skin.

Materials that have been submerged in cryogenic liquids become extremely hard and brittle. Immediately after they have been removed from the liquid, they can be shattered by simply bumping the object against a hard surface. This includes fingers and other appendages. Employees who dispense cryogenic liquids into secondary containers or Dewar flasks will wear insulated gloves and a face shield.

## 10.9 Compressed Gases

Compressed gases are covered in Section 11.0

## 10.10 Samples

In many cases, the hazard level of each sample is unknown. Employees will consider all samples to be hazardous and samples and sample containers will always be handled with gloves. Employees who handle samples will wear buttoned lab coats. Upon receipt, sample containers should be inspected for breakage or leakage. This will be performed in a fume hood or other appropriately ventilated area. If a container is broken, it should be reported to the EHSC or the area manager or supervisor. This individual will decide what action will be taken. Always open sample containers in a fume hood or other well-ventilated area. This is especially important when the sample might give off noxious odors.

Employees are to consult with their immediate manager or supervisor and/or any data provided by the receiving department or project manager to determine if there are any additional precautions that need to be followed for unusual samples. All samples determined to be

hazardous by analysis are to be disposed of in accordance with appropriate regulations and good laboratory practices. When reasonable, the samples should be returned to the client for disposal. Each operation will have a system in place to identify samples which need special disposal considerations or are a RCRA hazardous waste. Employees will be trained on procedures for flagging samples for special disposal. Flagging the samples may be the responsibility of area managers or supervisors, analysts or sample receiving personnel depending on where it is determined that special disposal requirements are necessary. Procedures for flagging or identifying special samples should be included in each facilities waste management or sample management SOP.

Unless a facility has a radioactive materials license, samples which exceed safe release criteria to the general public (as specified in the government regulations) will not be accepted. If there is any uncertainty as to whether samples may be accepted, the Division RSO will be contacted or the samples should not be accepted.

## 10.11 Biological Hazards

Biological hazards resulting from laboratory-related infections are generally less readily recognized than acute health effects resulting from exposure to chemicals. Each facility that handles, or might handle human blood, human body fluid or human tissue samples of any type will develop an Exposure Control Plan that complies with the Bloodborne Pathogen Standard, 29 CFR 1910.1030, Bloodborne Pathogens. Employees who might be exposed to bloodborne pathogens will receive training on the plan at least once each year. This plan will be reviewed and approved by the VP-Quality & EHS.

## 10.12 Chemical Warfare Agents and Degredate Testing

The testing of environmental samples from military installations in the United States for the presence of chemical warfare agents is an entirely different type of testing from a safety standpoint than any other work performed. This work also presents an entirely new set of potential hazards in the operation. There are numerous issues that will be thoroughly evaluated and addressed before agreeing to perform work in this arena, or even to accept samples for other analyses from locations associated with chemical weapons storage, testing or destruction. In some cases, the degredates are as hazardous as the chemical warfare agents themselves.

The testing of any type of sample for the presence of actual chemical warfare agents is not a suitable task for any of our current facilities. This type of work requires more extensive training and safety procedures than are available at our facilities. Additionally, the environmental protection, engineering controls, emergency response and first aid, security and surety requirements associated with the presence of these agents and standards are prohibitive.

No facility may agree to accept samples that once contained Chemical Warfare Agents without the express permission of the VP-Quality & EHS. Before samples may be received, the facility will prepare detailed procedures for handling and disposal of the materials. A partial list of concerns to be addressed in the planning phase for any project involving chemical warfare degredates or related samples is included below. This is by no means an exhaustive list, and each laboratory will conduct a thorough assessment of the hazards involved. Some Company laboratories have been involved with these types of samples for several years, and may be a valuable resource for practical information.

- Exactly what types of sample are involved, and what are the target compounds?
- How will the Company ensure that the samples have been screened in the field for the presence of chemical warfare agents, and that employees have this verification before opening any sample shipping containers?
- What are the hazards associated with the target compounds, or other chemicals that may be present? What are emergency response procedures, including decontamination of people and equipment, first aid, and clean up of spills?
- How will disposal of unused samples be performed? If any samples arrive contaminated with actual chemical warfare agent, how will disposal be performed?
- How will community and local notifications be addressed, which will be managed, including EMS, the fire department, HAZMAT teams and hospital emergency rooms?
- Are there any facilities modifications that need to be made to support this project?
- Who will provide training in specialized emergency response, first aid and decontamination procedures?
- How will the Company raise the general awareness level of staff members concerning these programs? How will the Company address the increased levels of concern about dealing with these types of samples?
- How will the Company deal with a broken sample container in a shipping container?

Facilities will only accept samples that may have contained chemical warfare agents after those samples have been screened in the field by a suitable laboratory. The screens will show that any actual chemical warfare agent present is at or below the limits listed in Table 10.1. These screening results need to be in hand prior to opening any shipping containers (ice chests). They need to be either attached to the outside of the shipping container or faxed/e-mailed to the Project Manager. The screening data needs to specifically identify the samples that are included in the shipment, and the detected levels of chemical warfare agents. General statements such as "All samples in this ice chest are certified to be at or below drinking water standards" are not acceptable. Samples received without these screening results will remain in the sealed ice chest until the screening results are received. Only the VP-Quality & EHS may grant exceptions to this policy. These exceptions will be in writing and only in unusual circumstances. The mere fact that holding times may be expiring shall not be cause for an exception to this policy. It is incumbent upon the client to sample, screen, and ship and forward all necessary information in a timely manner to meet holding time requirements.

**Table 10.1**

| Pathway/Limits | Mustard (HD) | VX | Sarin (GB) | Tabun (GA) | Soman (GD) | Lewisite (L) |
|---|---|---|---|---|---|---|
| Water (ug/L) | 0.09* | 2.5** | 4.6** | 22.5** | 2.0** | 3.7* |
| Industrial Soil (mg/Kg) | 0.27* | 0.085* | 26* | 43* | 5.2* | 170* |

* Source: Derivation of Health-Based Environmental Screening Levels (HBESL's) for Chemical Warfare Agents, final draft dated April 1998, published by the Oak Ridge National Laboratory in conjunction with the U.S. Army.

** Source: Guidelines for Chemical Warfare Agents in Military Drinking Water (1995), Commission on Life Sciences.

## 10.13 Transportation and Transferring Materials

Many accidents have occurred when materials are being transported to facilities or transferred to storage areas. Chemicals and samples will be transported in appropriate secondary spill containers. These type of devices help contain the materials, and simplify clean up procedures when a container breaks or leaks. **Wire baskets and flat top carts are not an alternative to a spill container. However, tub carts may be used.** Always use an appropriate gas cylinder cart to transport gas cylinders.

Take care when transferring containers between locations in individual laboratory rooms. Always grasp the container with one hand around the neck or a finger in the handle, and one hand under the bottom of the container. **NEVER LIFT OR MOVE GLASS CONTAINERS BY ONLY HOLDING THE HANDLE ON THE CONTAINER.** These handles are not designed to support the weight of the material in the containers. If you move a glass bottle by grabbing the handle it might snap off, allowing the container to fall to the floor and break.

## 10.14 Storage of Hazardous Materials

All hazardous materials will be assigned a designated storage area. This may be a location in a store room, a cabinet in a room, a tray on a bench area, a refrigerator, an area in the waste room, and so forth. Under no circumstance are fume hoods to be used as designated storage areas.

The following sections cover general rules for storage of materials in stockrooms and laboratory areas. There are also storage requirements contained in the SOPs and Quality Assurance Manual that will be adhered to. Regardless of location, the first rule of storage is to only store compatible materials together. Incompatible materials will be separated by a barrier (e.g., spill tub or cabinet walls) or distance. A specific list of Incompatibility Chemical groups is available in Appendix VI.

### 10.14.1 Stockroom or Bulk Storage of Materials

The following rules apply to storage of hazardous materials in stockrooms or bulk storage areas.

- Store all materials based on compatibility and reactivity.
- When possible, store materials in the original shipping containers. If this is not possible, use secondary spill trays.
- If there are more than 60-gallons of flammable liquid in the room or area, use a flammable storage cabinet. No more than 120-gallons of flammable liquid may be stored in any one inside area even with flammable storage cabinets. This rule also applies to storage of flammable or combustible liquids in laboratory areas.
- If there is more than 500-pounds of other hazardous material (not including flammable gases), store the materials in approved storage cabinets. No more than 1000-pounds of other hazardous materials may be stored in any area even with approved storage cabinets.
- Store no more than 2 cylinders of highly compressed flammable gases in any area.
- Only store compressed gases in areas designated for that type of storage.
- When possible, avoid using stockroom areas for preparing hazardous materials for shipping.
- Store water reactive materials in a flammable liquid cabinet or metal storage cabinet. Mark the cabinet "Water Reactive Materials."

### 10.14.2 Laboratory Area Storage

The following rules apply to storage of hazardous materials in laboratories.

- Store all materials based on compatibility and reactivity. Use barriers such as spill trays or cabinets to separate incompatible materials.
- When possible, store all glass containers that hold liquids in secondary spill trays, or cabinets that will hold all the material if a container breaks or leaks. If materials need to be stored in a refrigerator or freezer, racks or other devices that will prevent the containers from tipping over need to be used in place of spill trays.
- Assign storage locations for all materials. As a general rule, fume hoods are not to be used as storage locations. Flow through the fume hood will not be blocked.
- Store all carcinogens and highly toxic materials in limited access areas.
- Label all storage cabinets with appropriate warning labels.
- If flammable or combustible liquids will be stored in a refrigerator or freezer, use explosion proof or flammable devices.
- Store water reactive materials in a desiccator with an appropriate desiccant such as Drierite™.
- Ensure all containers are labeled as per the requirements in Section 5. This includes secondary containers such as squirt bottles and containers with non-hazardous material such as water.
- Whenever an employee no longer works for the operation, ensure that all materials they used are properly collected and disposed of.

## 10.15 Disposal of Materials

Specific requirements for disposal of hazardous materials are covered in Section 13.0. It is Company policy that no material to be discharged down the sewer system, placed in the trash, or otherwise be released to the environment without the approval of the EHSC. Consult with this individual or your waste coordinator if you have any questions.

## 10.16 Unattended Operations

Frequently, operations are carried out continuously or overnight. It is essential to plan for interruptions in utility services such as electricity, water, and inert gas. When operations are left unattended, the following precautions will be observed.

- Tubing will be secured to faucets, condensers, or Coolflow units. Hoses leading to a sink will be secured to prevent it from "snaking" on the bench top as the result of an increase in water pressure.
- Operations will be designed to be safe, and plans made to avoid hazards in case of failure. Where possible, arrangements for routine inspection of the operation will be made.
- Adequate lighting to inspect the process in an emergency will be left on.
- Appropriate signs containing telephone numbers for emergency contacts will be posted.

One particular hazard frequently encountered is failure of cooling water supplies. Devices will be installed to automatically turn off operations if there is a failure in the water supply or electricity. Alternately, cooling water system may have a water-sensing alarm that is continuously monitored by an alarm service.

**SECTION 11**

## 11.0 SYSTEMS UNDER PRESSURE OR VACUUM

Systems under pressure or vacuum are extremely hazardous. Misuse of such systems has been known to have deadly consequences. This section contains rules to be followed by employees who use pressurized equipment, or systems that use a vacuum. Before an employee handles gas cylinders and systems under pressure or vacuum they must receive Gas Cylinder/SUVP training.

The areas of concern have been broken down into three areas: compressed gases, other systems that are operated under pressure, and systems that are operated under a vacuum.

### 11.1 Compressed Gases

#### 11.1.1 General Rules

Compressed gas cylinders are often heavy and hard to handle. If not properly secured, they can be knocked over. This can cause the cylinder valve or neck to break off. Since the material in the cylinder is under pressure, the cylinder can become a missile. Cylinders that have had their necks broken off have been known to penetrate the steel hulls of ships and thick concrete walls. They have also been known to kill people. Never store compressed gasses in exits or near entrance routes. All cylinders must be stored in a designated storage facility and labeled for full and empty cylinders.
Most cylinders used at the facilities contain materials that are hazardous because of their chemical composition. Compressed oxygen can enable some materials that do not normally burn to readily ignite. Flammable gas such as acetylene, hydrogen, and methane are an extreme fire hazard. Carbon dioxide can cause frost burns.

The pressure inside a cylinder will vary greatly, depending on the size of the cylinder, the pressure rating of the cylinder, and the procedure the material is to be used for. Low-pressure cylinders can be just as dangerous as high-pressure cylinders. The identity of the materials in each cylinder will be marked on the cylinder, or on a tag that is attached to the cylinder.

The following rules apply to use of compressed gases.

- Ensure that all cylinders have been tested within the required times. The vendor is responsible for hydrostatically testing all cylinders they send to the laboratories. However, laboratories occasionally accumulate old cylinders that cannot be returned to the original vendor.
  - If these cylinders have not been tested within the last six years, the laboratory must remove the cylinders or tag "Out-of-Service".
  - If the cylinder contains a RCRA hazardous waste, it will be sent to a disposal facility.
  - If it contains a non-hazardous waste, the contents may be vented.

  - Continue to vent these cylinders until the pressure reaches atmospheric conditions. Leave the valve open so that the pressure cannot build up.
- Inspect all cylinders for rusting or damage. If rust or damage is detected, return them to the vendor or arrange to have them disposed of or taken out of service.
- Read all labels before using any compressed gas. Do not depend on color coding to identify the contents. Caps can be switched and not all manufacturers use the same color coding to identify the contents.

- Wear appropriate gloves and use a face shield when changing cylinders. The gloves will minimize the potential for smashing fingers between the cylinder and other objects. The face shield is necessary because compressed gases can inject material into the blood stream directly through the skin and direct contact of the face or eyes can be extremely dangerous.
- Unless a cylinder is being moved, secure it in place. Never remove the safety cap unless the cylinder is secured. A chain may be used to secure up to 2 cylinders. A solid strap or other securing device will be used when securing more than 2 cylinders together. The securing device must be tight enough to prevent any of the cylinders from moving or accidentally tipping over. Never place a gas cylinder into service while still on the transport cart.
- Double-check the identity of the material in the cylinder before connecting it to a regulator.
- Select a regulator that is designed for the cylinder you are using. Never use parts from one type of regulator to fix another type of regulator. Inspect regulator for rust or damage and replace as necessary.
- Never lubricate regulators, or use rubber tubing with regulators that are used on oxygen cylinders. This can create an explosive situation.
- Never use plastic tubing with Helium, Nitrogen or Oxygen.
- Never tamper with the cylinder safety nut or valve.
- Close all cylinder valves and "back off" the regulator control valve when the cylinder is not is use. Regulators depend on a diaphragm to control pressure. If the regulator control valve is not "backed off", the diaphragm can become permanently distorted and will eventually fail.
- Always use tubing that is rated for the pressure to be released by the regulator.

### 11.1.2 Transportation of Cylinders

The following rules will followed when transporting compressed gas cylinders:

- Ensure that the safety cap is in place. Never move a cylinder designed for laboratory use with a regulator attached.
- Use an approved cylinder cart when moving a cylinder more than 10-feet.
- Use the security chain or device on the cylinder cart.

### 11.1.3 Changing Regulators

The following procedures will be used when changing regulators, or moving one regulator from one cylinder to another:

- Position yourself behind the outlet valve and regulator. Ensure that no other employees are in the immediate area in front of the outlet valve and regulator.
- If the regulator is already on the cylinder, ensure that the control valve on the regulator and the cylinder valve are turned off.
- Release or "bleed" all pressure in the line.
- Loosen the brass fitting that connects the regulator to the cylinder. Ensure that you use an appropriate sized wrench. Do not use pliers. They can cause damage to the brass fitting.
- Remove the regulator and set it aside.
- Place the safety cap on the cylinder. Although the majority of the gas may have been used, there can still be enough material and pressure to injure employees.

- Position the replacement cylinder in the appropriate location.
- Secure the cylinder with a chain or strap.
- Remove the safety cap. When a cylinder cap cannot be removed by hand, cylinder shall be tagged "Do Not Use" and returned to the designated storage area for return to vendor. Use a strap wrench to remove stuck safety caps. Never insert items such as screw drivers and wrenches into the openings on gas cylinder caps to assist in removing them if they are stuck.
- If the cylinder has a dust cap on the discharge spout, remove it.
- If the cylinder does not have a dust cap on the discharge spout, point the discharge spout away from you. **Put on a face shield.** Quickly open and shut the cylinder valve. This is necessary to remove any dust or contaminants in the spout that might cause damage to equipment
- Check all threads and mating surfaces on the regulator and cylinder to ensure that they are clean and free of defects.
- Place the regulator on the cylinder. Hand-tighten the brass fitting. Do not force the fitting. This could strip the threads and cause damage to the regulator.
- Tighten the brass fitting with an appropriately sized wrench.
- Open the valve on the cylinder.
- Check the system for leaks.

**NOTE:** Teflon™ plumber's tape is never to be used on compressed gas cylinders and regulators with Compressed Gas Association (CGA) fittings. These devices are designed to seal when they are tightened. If a CGA fitting leaks, it is damaged and needs to be replaced and/or repaired.

- Adjust the control valve on the regulator.

### 11.1.4 Empty Cylinders

"Empty cylinders" are not necessarily empty of materials. They simply do not have enough material or pressure to adequately carry out the required task. Up to 500-pounds of pressure may be left in a cylinder. For this reason, consider all cylinders to be potentially dangerous. The following rules apply when handling empty cylinders:

- When possible, leave some material in the cylinder to prevent contamination and damage of equipment.
- Always ensure that the cylinder valve is closed.
- Ensure that the safety cap is on the cylinder.
- Place an "empty" tag or some other device that indicates the cylinder is empty on the cylinder. Never use the black and white square DOT "EMPTY" labels. This is a violation of DOT regulations.
- Transport the cylinders to the designated storage area using a cylinder cart.
- Secure the cylinders with chains or straps as appropriate. Do not use chains to secure more than 2 cylinders together.

## 11.2 Other Systems under Pressure

Working with any materials under pressure requires special planning and precautions. This includes work that is performed at relatively low pressures. Many procedures that are carried

out under pressure are also carried out at elevated temperatures. This increases the hazard level.

Care will be taken to select equipment that is rated or designed to adequately withstand the expected pressures and temperatures. Employees are to be protected with special devices such as explosion shields, or by proper preparation of equipment. When elevated temperatures are also involved, the heating device should be equipped with a temperature control mechanism that will ensure the device does not exceed the desired operating temperature.

### 11.2.1 Testing and Inspections

All pressure equipment will be tested or inspected on a periodic basis. Employees utilize several types of metal containers that should be periodically hydrostatically tested, e.g., bomb calorimeter vessel. This procedure will be performed every 10-years if required or whenever significant repairs or modifications are made. Gas cylinders need to be hydrostatically tested every 6-years. These data will be stamped on to the metal casing of the container. Test periods are to never exceed the manufacturer's recommendations. Hydrostatic tests will be performed by the manufacturer or owner of the device.

A visual inspection will be performed each time the equipment is used. All hoses and/or connections must be inspected prior to use. Corrosion or other physical damage indicates that additional stress tests need to be performed. Once equipment has been assembled it should be checked for leaks.

### 11.2.2 Assembly and Operation

The following rules apply when assembling or operating pressure equipment:

- Only use equipment that is rated for the pressure and temperature required.
- Never hang or support equipment from piping. Use racks that are designed to support the weight of the equipment.
- Do not force threaded parts. Thread connections are to match: tapered pipe threads cannot be joined with parallel machine threads. Thread lubricants are never to be used on equipment that is used with oxygen. This could cause an explosion. Parts that are damaged or have partially stripped threads are to be rejected.
- Avoid sharp bends when assembling copper tubing. Copper tubing will crack and break if bent repeatedly. It needs to be periodically inspected for cracks and leaks.
- Do not use closed systems under pressure without approval from the local EHSC or VP-Quality & EHS.
- Provide adequate shielding for all reactions under pressure.
- Never fill pressure reaction vessels more than half-way with liquids. Otherwise, liquids will not have adequate room for expansion when heated.
- Always depressurize equipment when making corrections or adjustments to the apparatus.
- Disconnect all low-pressure equipment that is connected to a high-pressure source after work is completed.
- Do not use acetylene or ammonia with pressure vessels made partly or entirely with silver, copper, or alloys of more than 50% copper.
- Do not use mercury or mercury compounds with pressure vessels made with copper, brass, zinc, tin, silver, lead, or gold. This includes equipment that is soldered with materials

containing these compounds.

### 11.2.3 Pressure-Relief Devices

All systems that may be subject to operation under pressure or vacuum should be protected by using pressure-relief devices. Procedures that involve highly reactive materials may require highly specialized pressure-relief devices. Examples of pressure-relief devices that are typically used include rupture disks used on closed-system vessels, and spring-loaded relief valves used on liquid gas vessels. The following rules apply to the use of pressure-relief devices:

- Never use a pressure-relief device that is set or rated for a pressure that is higher than the rating on the vessel or system. Proper operating pressures for spring loaded valves should be 5-25% less than the maximum rated pressure of the vessel. The maximum operating pressure for rupture disks should be 2/3 of the maximum rated pressure of the system.
- Ensure systems that might release toxic, corrosive, flammable, or other hazardous materials are set up in a well ventilated area.
- Do not install shutoff valves between pressure-relief devices and the equipment they are to protect.
- Only allow qualified personnel to perform maintenance on pressure relief devices.
- Periodically inspect pressure-relief devices for corrosion or damage.

### 11.2.4 Pressure Gauge

Many procedures that are performed under pressure or vacuum require the use of pressure gauge. The type of pressure gauge to be used depends on the level of pressure, the materials to be handled, and the type of pressure equipment. The pressure gauge is always a weak point in any system, and will be used in conjunction with a pressure-relief device.

### 11.2.5 Glass Equipment

The use of glass at extreme pressures should be avoided whenever possible. Glass under pressure is subject to unexpected failure. This is due to factors such as mechanical impact, assembly problems, and tightening stresses. Glass can develop nearly invisible flaws, and under stress or pressure can shatter. The following rules apply to use of glass under pressure or vacuum:

- Always use thick-walled glassware that is designed for use under pressure.
- When possible, wrap the glassware with friction (protective) tape. This will help contain the glass if the glassware explodes.
- Use shielding to protect the user.
- Never use corks, rubber stoppers, or rubber and/or plastic tubing as a pressure-relief device.

### 11.2.6 Plastic Equipment

As a general rule, most plastic equipment is not designed to be used under pressure or vacuum. Some Tygon™ and plastic tubing is designed for use at limited pressure and vacuum. However, the working range is not very large. This type of material is typically used with natural gas, hydrocarbons, or aqueous solutions at moderate pressures. Before using any plastic equipment, obtain the operating limits from the manufacturer.

Plastic equipment often has large coefficients of thermal expansion, and will tend to expand a great deal when heated. If a plastic valve or joint is tightened when an apparatus is cold, it can expand and completely close the system after it is heated. This, combined with the increased pressure, can create an extremely dangerous situation.

### 11.2.7 Piping, Tubing and Fittings

Brass or stainless steel fittings should always be used in conjunction with copper, brass, steel, or stainless steel tubing. It is extremely important to properly install all fittings. It is not advisable to mix different types of fittings on the same apparatus.

## 11.3 Vacuum Work

In an evacuated system, the pressure on the outside is higher than the pressure on the inside. This can lead to an implosion of the system, resulting in flying glass, chemicals being splattered over large areas, and in some cases, fires. A moderate vacuum can be achieved by simply using a water aspirator. This type of vacuum can be just as dangerous as a high-level vacuum. Whenever possible, a trap of some form should be used between the vacuum source and the equipment. This will prevent materials from getting into sensitive systems and causing serious damage.

### 11.3.1 Glass Vessels

Unlike systems under pressure, systems under vacuum often require the use of glass vessels. The problem is if the vessel is cracked, weakened, or subjected to a violent blow, it may violently collapse. This can result in serious injuries.

- Only use round bottom, or thick walled flat bottom flasks that are designed for use under a vacuum.
- Check all glassware for flaws such as star cracks, scratches, or etching marks each time the item is used.
- If possible, wrap the glassware with friction (protective) tape. This will minimize the potential for flying glass if an implosion occurs.
- Use shielding to protect the user.

### 11.3.2 Dewar Flasks

Dewar flasks are devices made of 2 thin walls of glass with a vacuum in between. These devices can easily implode. Employees will be protected by wrapping the Dewar flasks in a layer of friction tape, or by placing them in a wooden, metal or plastic container.

### 11.3.3 Desiccators

Glass vacuum desiccators need to be made of Pyrex™ or equivalent glass. They should be completely enclosed in a shielding device or wrapped with friction tape. If tape is used, it should be applied in a grid pattern that leaves the contents visible, but still guards against flying glass in the event the vessel collapses. There are various plastic desiccators on the market, which drastically reduce the risk for implosion. These should be used when possible.

### 11.3.4 Cold Traps

One type of trap that is used to protect vacuum systems is a cold trap. These types of traps are used to condense vapors from volatile materials that might damage equipment. They are primarily used when handling organic solvents. They are to be of a sufficient size and temperature to collect all condensable vapors that might affect the system.

One common type of cold trap uses isopropanol and dry ice. Employees should avoid using a cold trap with acetone and dry ice. Isopropanol is less toxic, less flammable, less expensive, and is not as prone to react adversely as acetone when dry ice is added. Dry ice and liquefied gases used in cold traps should always be open to the atmosphere. They should never be used in a closed system where they could develop uncontrolled, dangerously high pressures.

After work is completed on operations using a cold trap, the system needs to be ventilated. This is important because volatile substances that are collected in the trap might vaporize when the coolant is evaporated. This in turn could cause a pressure build up that might blow the apparatus apart. This could also cause the oil from vacuum pumps to be sucked into the operating system.

### 11.3.5 Assembly of Vacuum Apparatus

Vacuum apparatus must be assembled so as to avoid strain. Joints need to be assembled in a manner that allows the various sections of the apparatus to be moved without transmitting stress to the necks of flasks and other pieces. Heavy pieces should be supported from below as well as by their necks. The apparatus needs to be set up where people, doors, and so forth, cannot accidentally strike it.

SECTION 12

# 12.0 INSPECTIONS AND EQUIPMENT TESTS

## 12.1 General

This section covers procedures to be followed when conducting internal inspections and tests of certain equipment. It also contains procedures to be followed when facilities are contacted by regulatory agencies.

The purpose of conducting periodic equipment test and safety inspections is to ensure that equipment is working properly, and employees are in compliance with Company policies and government regulations. If periodic tests on emergency equipment are not conducted (Sec. 6), there is no way to know if the equipment will function properly in an emergency. All emergency equipment breaks down over time and need to be maintained, repaired and in some cases replaced.

Safety inspections are a key indicator for the safety performance of a facility and the employees that work at the facility. Collected data can provide valuable information about hazards, before they result in injuries, illnesses, or near misses.

## 12.2 Types of Inspections that may be Conducted

There are 5 types of inspections that will be conducted at facilities.

- Formal Inspection by Clients or Regulators
- Internal and Informal Walk-through
- Internal Formal Inspection
- Optional Brief Safety Walk-through
- Division Compliance Audit

### 12.2.1 Formal Inspection by Clients or Regulators

These inspections are not always announced and can have a serious impact on the Company. All planned or unplanned visits or audits will be reported to the VP-Quality & EHS. Anytime a regulatory auditor contacts a facility, the employees will follow the steps outlined in Section 12.3.

### 12.2.2 Internal and Informal Work-through

The Facility/Laboratory Director, Department Manager or Supervisor, the EHSC, the EH&S Manager, VP-Quality & EHS or other key employees (e.g., safety committee) may conduct this type of inspection on a random basis. There are no specific time frames or frequencies for conducting the inspection and the results do not have to be formally documented. However, the results will be used to implement operating changes or prescribe retraining needs where identified. Employees conducting the informal inspections need to look for obvious problems or violations. If the problems noted could result in immediate and/or severe injury to employees or damage to property, work needs to be stopped until the problem is resolved.

**NOTE:** Unless the situation represents an immediate risk of serious injury, the Facility/Laboratory Director and EHSC should be consulted before any operations are stopped.

Employees are the best source of information regarding related hazards. Interview them about the work being conducted and ascertain if training programs are effective.

### 12.2.3 Internal Formal Inspection

Formal inspections are conducted at least once each quarter. These are performed by the EHSC who focuses on problems in the individual areas. Findings from these inspections are formally documented. The EHSC may conduct these inspections more frequently based on the facility's safety record, findings noted during previous inspections, or to review sustainability of corrective actions.

### 12.2.4 Optional Brief Safety Walk-through

The optional brief safety walkthrough is conducted by members of the management team during visits. This includes General Managers who visit sites.

### 12.2.5 Division Compliance Audit

These inspections will be conducted by the EH&S Manager, EHSC, VP-Quality & EHS or an individual designated by the VP-Quality & EHS. The focus of this type of audit is to determine if there are any compliance and/or safety issues that relate to the facility as a whole. The EH&S Manager or designee will prepare a detailed report listing any findings. Where possible, the report will include recommendations for resolving issues. A copy of findings from the audit and action items that will be addressed will be given to the VP-Quality & EHS (if prepared by a designee), Vice President of Operations, VP of Quality, Technical and Operations Support, the Facility/Laboratory Director, and the EHSC. The EH&S Manager or designee will tabulate the number of findings that are open and closed in a monthly report to executive management. The EHSC will review the annual audit findings with the employees within 30 days of receipt of the final audit report (refer to Section 4.7). The EHSC will work with the Facility/Laboratory Director to prepare responses to all findings. The responses will include steps that are to be taken to resolve the findings, the time frame for completing the steps and the person or persons who will be responsible for ensuring that the steps are taken. Once the response plan has been approved, the EHSC and Facility/Laboratory Director will ensure that the corrective actions are understood by employees & implemented.

## 12.3 Procedures for Visits or Calls from Regulatory Agencies

From time-to-time, representatives from regulatory agencies may contact facilities. Agencies that may send representatives to our facilities may include the DOT, USEPA, OSHA, local health department, local fire department, and so forth. It is important that these visits be properly coordinated. The steps below will be followed whenever a representative from an outside agency calls or visits one of the Company's facilities.

### 12.3.1 Procedures for when an Agency Representative Calls on the Telephone

The receptionist will connect the regulatory agent with the EHSC and/or the Facility/Laboratory Director. These individuals will ascertain whether the individual is a legitimate representative of a regulatory agency and determine the purpose of the visit. If the individual makes a request for

information, they will be informed that the request will be submitted in writing prior to granting any requests. If the call is not routine or could have a significant impact on the Company, a summary of the conversation will be prepared and forwarded to the VP-Quality & EHS for review as soon as possible. The VP-Quality & EHS will ensure that executive management is notified of any information that may have a negative impact on operations.

### 12.3.2 Procedures for when an Agency Representative Visits a Facility

It is Company policy that employees cooperate with agents from regulatory agencies. However, it is also important to remember that Company interests will be protected.
The receptionist will have the regulatory agent wait in the reception area. **Under no circumstance shall the individual be allowed to enter the facility without an escort.** Regulators who show up at other work entrances will be escorted to the reception area. They are not to be taken through the facility. The receptionist will have the individual sign in and they will contact the EHSC and/or Facility/Laboratory Director. These individuals will be responsible for contacting the VP-Quality & EHS. When possible, this should be performed before the agency representative arrives or before the meeting occurs. The EHSC and/or Facility/Laboratory Director will:

- Escort the agency representative (rep) to a private location. Ask the agency representative the purpose of the visit (e.g., routine visit, employee complaint, inspection, etc.). Ask if a warrant is involved. The Company does not require a warrant for the agency rep to enter or inspect a facility. However, a warrant will limit the scope of the visit and provide clear guidelines on what questions need to be answered.
- If necessary, escort the agency rep through the facility. Limit the tour to the specific areas in question. Omit areas that are not related to the visit.
- Answer any questions asked. Let the agency representative speak to and ask questions of any staff members they want to see. Answers should be limited to the scope of the questions. Do not agree or disagree with observations made by the agency rep. OSHA especially, is quick to use such "admissions" by employer representatives against the employer during a citation process. If you do not know the answer to the question, refer the individual to a person who does know, or tell them you will get back with them. Attempting to answer questions with insufficient knowledge may make it appear you are trying to mislead or deceive them. Do not elaborate or volunteer additional information. Doing this can lead to confusion and in some cases, may create unnecessary problems for the Company.

NOTE: It is a good idea to have a still or video camera available to record observations made by the agency rep. If any air, water, wipe, or other samples are requested or required, facility personnel should attempt to obtain a split sample, or perform parallel sampling for independent analysis.

- After the meeting is complete, escort the agency rep from the premises.
- Prepare a summary detailing what was covered during the visit. This summary will include a copy of any findings, citations, etc. A copy of this summary report is to be forwarded to the VP-Quality & EHS as soon as possible. The VP-Quality & EHS will ensure that executive management is notified of any information that may have a negative impact on operations.

### 12.3.3 Response to Regulatory Citations

The EHSC will notify the VP-Quality & EHS whenever a facility receives any notification of a violation or alleged violation of a government regulation. Copies of all written correspondence relating to the violation will be immediately sent to the VP-Quality & EHS. . The VP-Quality & EHS will notify executive management of the nature of the notification and the potential impact. All responses to regulatory citations, violations, or employee complaints that are received by regulatory agencies will be reviewed and approved by the VP-Quality & EHS before being sent to the agency. The VP-Quality & EHS may also assist in preparing the responses.

## 12.4 Periodic Tests of Equipment

Certain equipment will be tested on a periodic basis. This includes, but is not limited to, emergency equipment, PPE, engineering controls (e.g., fume hoods), self-contained eyewash systems, Gas Chromatographs (GCs) with Electron Capture Detectors (ECDs), and radioactive devices such as X-ray Fluorescent machines. The frequency of the test depends on the type of equipment and its use. Test schedules for equipment used at facilities are covered in the following sections. The EHSC is responsible for ensuring that the equipment is tested. However, employees who are designated by the EHSC or Facility/Laboratory Director may perform the actual physical testing. All test records will be turned over to the EHSC so they can be properly archived.

### 12.4.1 Equipment to be Tested or Inspected Monthly

Employees will perform monthly tests. The following equipment will be tested at least once every month:

- Fire Extinguishers: Fire extinguishers will be checked monthly to verify that the seal for the safety pin is intact and there is adequate pressure in the unit. (Refer to OSHA 29 CFR 1910.157.)
- Emergency Lights and Illuminated Exit Signs: These devices will be tested to ensure that the bulbs are not burned out and the back-up battery is in good condition. **NOTE**: If the hall lights are set up to act as emergency lights and there is more than one emergency light in the hall, the units may be tested twice a year instead of monthly. (Refer to OSHA 29 CFR 1910.37.)
- Ground Fault Interrupt Circuits (GFICs): GFICs will be tested by depressing the test, and reset switches.
- Respirators: Any respirator that might be used in an emergency will be inspected at least once each month. Respirators not used for emergencies will be tested prior to each use. Each Emergency Life Support Apparatus (ELSA) will be inspected each time they are taken on a site where they might be needed. This will be performed before the employee enters the work site.
- X-ray Fluorescent Machines: These devices will be monitored for leaks. This is performed by placing a TLD badge in front of, or over the machine and having the badge analyzed for exposure.
- Emergency Spill Equipment: Spill equipment will be checked to determine if any supplies need to be restocked.

### 12.4.2 Equipment to be Tested Weekly

Employees will activate the following emergency equipment weekly, no more than 7 days apart:

- Emergency eyewashes that are connected to the plumbing system.
- Emergency showers that are connected to the plumbing system.

The requirement to test these units on a weekly basis is available in the ANSI Z358.1 Standard which is referenced by OSHA.

### 12.4.3 GCs with ECDs

GCs with ECDs contain a radioactive source of Nickel 63. These devices are to be wipe-tested on a periodic basis and the samples analyzed at a certified radiochemistry laboratory. Normally, laboratories use these devices under the general license of the manufacturer. Each manufacturer's general license specifies the time frame within which the wipe tests need to be conducted.

GCs with ECDs from Agilent, Hewlett-Packard, or Perkin-Elmer will be wipe tested once every 6-months. GCs with ECDs from Varian will be wipe-tested at least once every 3-years. If the facility has an ECD from another manufacturer, they need to consult the manufacturer as to the required test frequency.

## 12.5 General Items for Inspection[2]

There are several issues that managers or supervisors, the EHSC, or other employees need to should look for when conducting inspections of their work areas. It is understood that this section is not intended to be all-inclusive and there may be additional issues that could be discovered during an inspection. Not all the items listed are applicable to every work area.

Employees will use common sense when inspecting work areas and decide the relative level of danger that might be present. If a potential hazard constitutes an immediate and imminent danger to employees or property, employees need to ensure that immediate action is taken. The Facility/Laboratory Director will be consulted on all such issues to ascertain the appropriate response time.

It is recommended that two-person teams perform these general inspections. An alternate perspective eyes can often identify items or situations that may otherwise be missed. It is critical to talk to the employees actually conducting the work because they are able to provide valuable insight into unseen or non-obvious safety hazards. They may also be able to demonstrate that an identified potential issue is not a safety hazard.

### 12.5.1 General Work Practices

- Was proper housekeeping observed?
- Was any horseplay observed?
- Were all required OSHA/Worker's Compensation workplace posters in place?
- Has the OSHA 300 log been posted as required?

[2] Refers to Internal audits; informal walk-throughs and Division compliance audits.

- Has the safety committee met on the prescribed bi-monthly basis? Are all employees properly trained?
- All employees know what to do in an emergency?
- Emergency telephone numbers posted?
- Have all equipment tests been performed in the time frame required?
- Did employees smoke in non-smoking areas?
- Were all ladders and step stools properly maintained and used?
- Were fenced areas in adequate condition?

**12.5.2 Personal Protective Equipment (PPE)**

- Safety glasses, face shields, goggles or other eye protection used when required?
- Safety shoes worn when required?
- Appropriate type of gloves worn for the defined work?
- Hard hats worn when required?
- Employees using respirators?
- Are all respirator masks inspected as required?
- Employees who are assigned respirator masks been given a medical exam within the last year, trained on how to use the equipment, and been properly fit tested as required?

**12.5.3 Material Handling and Storage (App. VIII)**

- Non-hazardous materials properly stored?
- Flammable materials properly stored in flammable rated cabinets, refrigerators and freezers?

  Note: Flammable materials in vials or ampules should be stored upright in sealed secondary containment, e.g. a snap-top plastic tote.
- Food stored where chemicals or samples are handled?
- Any chemicals or samples stored in refrigerators designated for food?
- Employees aware of the SDS contents for materials they handle?
- Any regulatory storage limits exceeded?
- Proper storage cabinets used when required?
- Any incompatible chemicals stored together?
- Materials used in a fume hood or with other adequate ventilation when required?
- Containers properly labeled?
- Secondary spill containers or racks used to secure glass containers, which hold liquids?
- Equipment such as carts, dollies and so forth used to move materials in good condition and free of defects?
- Load limits posted on shelves or upper storage areas in warehouses?

**12.5.4 Systems Under Vacuum or Pressure**

- Compressor lines in good condition and properly used?
- Compressed gas cylinders properly secured?
- Safety caps on all compressed gas cylinders that are not in immediate use?
- Flammable gases stored separately from cylinders with oxidizers?

  Note: Only allowed to be stored together when they are directly attached to a unit and in

immediate use.

- Compressed gas cylinders properly transported (if witnessed)?
- Systems under vacuum or pressure wrapped with friction (protective) tape or shielded when possible?

**12.5.5 Fume Hoods**

- Properly used?
- Used to store chemicals?

  Note: Fume hoods are work areas and are not to be used for storage.
- Properly certified?

  Note: This will be done at least once every 6-months.
- Was there adequate ventilation for employees working with hazardous materials in areas where there are no fume hoods?

**12.5.6 Machinery and Tools**

- Machine guards in place and properly working?
- Equipment properly maintained?
- Electrical cords plugged into an electrical outlet in good condition?
- GFICs available for all portable power tools that are to be used outside or in cold/wet areas?
- Outlets within 6-feet of a water source equipped with a GFIC?
- Extension cords not used in place of permanent wiring?
- Two-prong extension cords used?
- Extension cords strung through doorways, windows, or over ceiling tiles, etc.?
- Electrical cords and extension cords in good condition?
- Hand tools in the area in good condition and were there any defects that might affect safety of individuals who might use the tools?
- Tools put away after use and properly stored (off of the floor)?

**12.5.7 Exits and Access Ways**

- Illuminated?
- Exit signs clearly posted?
- Exits and aisles free of obstructions and trip hazards?
- Access to emergency equipment unobstructed?

**12.5.8 Fire Protection and Emergency Equipment**

- Emergency equipment tested as required (e.g., emergency lights, fire extinguishers, fire suppression systems, fire alarms, etc.)?
- Combustible materials such as empty boxes removed from the work place each day?
- Employees aware of the steps to take in the event of a fire?
- Employees trained in the use of fire extinguishers within the last 12-months?
- Employees not trained in the use of fire extinguishers informed that they are not to use them if a fire breaks out?
- Location of every fire extinguisher clearly visible?
- If not, were the locations clearly marked with signs?

**12.5.9 Waste**

- Collected in appropriate, compatible containers?
- Sharp or broken items (e.g., glass) wrapped or otherwise protected and placed in regular trash cans? If so, they will be emptied by employees.
- Hazardous waste containers properly labeled?
- Adequate data to identify and track hazardous waste?
- Hazardous waste containers kept closed or covered whenever the waste is not being added or removed?
- Hazardous waste containers kept in a secondary container to avoid spill over?
- Employees properly training to handle hazardous waste or recyclable oil products?
- Hazardous and non-hazardous waste mixed? If so, the entire mixture will be treated as hazardous waste.

## SECTION 13

## 13.0 WASTE MANAGEMENT & POLLUTION PREVENTION

### 13.1 General

There are various federal, state and local regulations that govern the management of waste materials. These regulations provide guidelines for the management of most wastes types. Waste generated at all operations will be disposed of in a manner that protects the environment. As defined in 29 CFR 1910.120, the term "hazardous waste" describes a material on a particular list or that has certain characteristics as defined by the regulation. Most hazardous waste will have some hazard associated with it.
While taking all reasonable steps necessary, it is the Company's policy to manage generated waste in a manner that will protect the employees and the environment. Besides the information within this section, each facility will have a waste management procedure that details how their waste is specifically managed at that facility.

Facilities that are Large Quantity Generators (LQG) of hazardous waste will additionally prepare a waste minimization plan, unless exempted in writing by the controlling regulatory agency. This plan will be reviewed on an annual basis or on a frequency in accordance with Federal and State regulations.

The Clean Air Act is a United States federal law designed to protect human health and the environment from the effects of air pollution and addresses emissions of hazardous air pollutants (HAP's). The Clean Air Act requires issuance of technology-based standards for major sources. "Major sources" are facilities that emit or have the potential to emit 10 tons per year or more of a hazardous air pollutant or 25 tons per year or more of a combination of hazardous air pollutants by a facility. The HAP's include Acetonitrile, Hexane, Hydrochloric Acid, Methanol, and Methylene chloride (Dichloromethane). Acetonitrile, Hexane, Hydrochloric Acid and Methanol are not used in significant volumes by our facilities as shown in an EPA tier 2 report and will show these chemicals are not used in significant quantities to approach the HAP threshold. Methylene chloride is used in significant quantities at laboratory locations that perform organic solvent extractions. It is company policy to monitor the amount of methylene chloride to ensure compliance of the 10 ton HAP requirement. The amount of methylene chloride emitted by a facility on a monthly basis is recorded and monitored in the EHS monthly report.
The Clean Air Act also directed all States to develop an implementation plan in order to achieve these air standards. It is the responsibility of the EHSC to know their State air emission standards to ensure they are following state specific guidelines. The EHSC will include the air emission limits for their State in the EHS monthly report if their State standard differs from the federal standard to ensure the State air emission limits are not exceeded.

Pollution prevention is the minimization and/or elimination of materials that are emitted to the environment. It is Company policy that, where reasonably possible, steps will be taken to minimize the amount of hazardous material that is used and/or released to the environment. Each facility is responsible for ensuring that the following practices are inherent within their operations:

- Chemical inventories are monitored and stocks are rotated to ensure that minimum amounts of expired materials are sent for disposal.
- Old and expired materials are routinely removed and segregated for disposal by the EHSC.

- Materials are stored and handled in a manner that prevents accidental loss, evaporation, contamination, degradation, and spillage.
- Where reasonably feasible, alternative technologies which use less toxic materials or smaller quantities of hazardous materials are used.
- Procedures are implemented to minimize the amount of generated waste. These procedures would be outlined in the technical/method SOP where appropriate.

NOTE: These sections are compliant with the FAR Clauses 52.223-3; 52.223-5; and 52.223-10 in regards to Pollution Prevention and Right-to-Know Information; Hazardous Material Identification and Material Safety Data; and the Waste Reduction Program.

## 13.2 Discharge of Waste Materials via the Sanitary Sewer

It is Company policy that no samples or waste material generated at laboratory operations will be discharged via the sanitary sewer system that exceed the local municipality permit requirements, without the express permission of the EHSC. Neutralization is allowed as long as it falls under the express guidelines of the municipality where business is being conducted. Contact your EHSC or EHS Manager if more information is needed.

## 13.3 Waste Generator Status

Under federal regulations (49 CFR 261), there are 4 categories of waste generators. Each facility will fall into one or more of these categories.

- Large Quantity Generator (LQG) - Generates 1000-kilograms or more of hazardous waste and 1-kilogram or more of acutely toxic waste each month. In some states, this may be in any 1-month period during a calendar year. A LQG must ship hazardous waste within 90-days of when it is removed from the satellite storage areas.
- Small Quantity Generator (SQG) - Generates more than 100-kilograms but less than 1000-kilograms of hazardous waste and less than 1-kilogram of acutely toxic waste each month. Allowed to store hazardous waste for up to 180-days (270-days if the disposal facility is more than 200 miles away).
- Very Small Quantity Generator (VSQG) - Generates less than 100-kilograms of hazardous waste and less than 1-kilogram of acutely toxic waste each month. Allowed to accumulate and store hazardous waste until they accumulate 1000-kilograms of the material. Once they reach this limit, they are required to ship the waste to an approved waste disposal facility within 180-days.
- Generators of PCB waste - Any material that contained 50-ppm or more of PCBs at the point it entered or was brought on the site.

A facility's generator status is defined by site since there are different regulations, or reliefs under the regulations that apply to each class of generator. For example, a LQG or SQG are required to have key employees or an ERT on call that can safely clean up spills of hazardous material that cannot be safely handled by employees on a day-to-day basis. A VSQG does not have this requirement. All generators are required to label and dispose of Universal Waste within 1-year of accumulation.

- Other differences include requirements for Emergency Preparedness, Training, and Record Keeping & Reporting.

## 13.4 Waste Job Descriptions

In accordance with 40 CFR 262, employers are required to prepare "job descriptions" for employees who work at hazardous waste generation sites. These descriptions must include the functions the individual is responsible for carrying out and the level of training the individual is required to receive in order properly carry out the work. Each facility will prepare a list of the individuals who fall into each category. Waste management initial training will be given to the employees within 6-months of assignment to the position. Waste management refresher training will be conducted for the employee at least once each year.

### 13.4.1 Waste Coordinators

Each Facility/Laboratory Director will appoint a Waste Coordinator to oversee the day-to-day waste operations at the facility. This individual may or may not be the EHSC. The Waste Coordinator is responsible for overseeing the waste program and for ensuring that employees who work at the facility receive waste management training in their respective areas. The Waste Coordinator must receive training on waste management regulations that apply to the state where their facility is located (refer to each facilities waste minimization plan). This training may be obtained from an outside vendor or be conducted in-house. They will also receive all the training listed in Sections 13.4.2 to 13.4.4.

### 13.4.2 Waste Processor

Waste processors are individuals who are authorized to prepare waste for disposal or to be shipped for disposal. They are responsible for ensuring that all waste is treated, stored or otherwise processed in accordance with government regulations and Company policies.

Waste processors will be trained on their facilities waste minimization plan. They will also receive training on how to properly manage the generated waste. Training materials will include, but are not limited to:

- Identification of waste streams.
- How to accept waste from satellite accumulation areas.
- Proper storage of waste materials.
- Waste management policies and procedures that are applicable to the facility; ex: Hazardous Waste SOP
- Proper packaging of waste materials.
- Proper treatment of waste materials that are treated on site.
- Procedures for preparation of waste for transportation to disposal facilities.

### 13.4.3 Waste Generators

A waste generator is anyone who may, through the normal course of their work, generate a RCRA Hazardous Waste at one or more locations in a facility or who may oversee someone who does so. Waste generators will include, but are not limited to, Waste Processers, Laboratory Supervisors, Laboratory Technicians, Shipping and Receiving Personnel, and Maintenance Personnel. Waste generators will be trained on the material in this section. Training will include proper steps for accumulation and storage of waste at satellite accumulation areas.

### 13.4.4 Non-waste Generators

Non-waste generators are all employees who do not generate RCRA hazardous waste while carrying out their work functions. These employees will receive training on procedures to be followed in the event an emergency occurs.

### 13.4.5 Emergency Responders

Refer to Section 4.4.3 for the training requirements of Emergency Responders.

## 13.5 Waste Categories

There are 8 categories of waste that may be generated at laboratory operations. They are:

- RCRA Hazardous Waste
- PCB Waste
- Non-RCRA Hazardous Waste
- Non-hazardous Waste
- Biohazard Waste
- Universal Waste
- Radioactive Waste
- Asbestos Waste

### 13.5.1 RCRA Hazardous Waste

Under RCRA regulations, certain types of waste are defined as Hazardous Waste. The fact that a material is defined as hazardous waste does not necessarily mean the material is dangerous; it means the material is on a specific list or has certain characteristics. RCRA regulations require that a waste which meets the definition of a hazardous waste must be managed and treated in a specific manner. The type of treatment that is required can be extremely costly.

Any waste that is mixed with a RCRA hazardous waste will be treated as a RCRA hazardous waste. This can greatly increase the cost to properly dispose of a material. Any waste that does not meet the definition of a RCRA hazardous waste will be segregated whenever possible.

### 13.5.2 PCB Waste

PCB waste is any material that contained 50-ppm or more of PCBs at the point it entered or was brought on the site. This includes diluted standards, high-level PCB samples, and extracted samples that contained 50-ppm or more PCBs. Waste that is mixed with PCB waste will be treated as PCB waste. Under most cases, any material that starts at more than 50-ppm of PCBs is still considered a PCB material even if the end concentration is below 50-ppm. However, there is an exemption for samples that are analyzed at laboratories. Materials generated from the analysis of PCB materials may be classified based on the level of the final waste. Thus, most waste from the analysis of samples for PCBs will not be considered a PCB waste.

PCB waste must be destroyed within 1-year of the first day waste is placed in the container. The cost to dispose of such waste is 2 to 4 times the cost to dispose RCRA hazardous waste. The reason is that PCB waste is required to be disposed of by a specially permitted PCB incinerator. All of these factors can have an impact on the cost of operation. It is critical that PCB waste be kept separate from other waste categories whenever possible.

It is recommended that all PCB standards be purchased at concentrations below 50-ppm.

### 13.5.3 Non-RCRA Hazardous Waste

As mentioned earlier, a waste may still be dangerous even though it does not meet the definition of a RCRA hazardous waste or a PCB waste. For example, sodium hydroxide pellets are neither a RCRA hazardous waste nor a PCB waste. However, they will cause severe burns to the skin and other tissue they come in contact with. Non-RCRA Hazardous Waste includes:

- Waste that is dangerous to employees or the environment but is not listed in 40 CFR 261.
- Materials that are a high liability to the Company if disposed of via the sanitary sewer system or regular trash.
- Waste that is regulated by individual states (e.g., discarded soil samples are classified as a Class 1 Waste in Texas).

### 13.5.5 Non-Hazardous Waste

Non-hazardous waste is any waste material that does not pose a hazard to employees and the environment, and is not covered in Sections 13.5.1 to 13.5.4. When properly treated, some waste described in the previous sections may become non-hazardous waste. For example, many acids and bases are no longer a RCRA hazardous waste after they have been properly neutralized. These types of wastes may be discharged via the sanitary sewer system, or placed in a trash dumpster as appropriate.

### 13.5.6 Biohazard Waste

Biological or Biohazard waste produced at facilities normally consists of sample media from testing environmental samples. The waste is a non-DOT regulated waste; should be labeled with a biohazard label; cannot be shipped as a DOT regulated material; and DOT shipping descriptions are not included on the outside of the shipping containers.

### 13.5.7 Universal Waste

Universal waste handled at facilities includes batteries, mercury-bearing equipment and lamps or light bulbs that would normally meet the definition of a hazardous waste. These wastes must be collected in an appropriate container that can be closed when not in use and disposed of as universal waste instead of hazardous waste. The waste must be labeled "Universal Waste" with a description of the waste, can only be held for 1-year on-site and will be sent to an appropriate recycler for processing.

### 13.5.8 Radioactive Waste

Operations that have a radioactive materials license may generate radioactive waste. Each operation which generates such waste is required to have a written plan for handling the waste produced. Consult the RSO for assistance.

### 13.5.9 Asbestos Waste

Some operations analyze samples which may contain Asbestos. Samples known or suspected to contain Asbestos must be double-bagged in plastic bags and collected for disposal at an appropriate land fill. The bags will be marked with the DOT shipping description for Asbestos. The letters 'RQ' are not to be included unless there is a pound or more of friable Asbestos in the

bag. The material will be shipped as a DOT regulated material. Prior to shipping, verify that the sample does not meet one of the special provisions under column 7 of the Hazardous Materials Table found in 49 CFR 172.101 of the Hazardous Materials Regulations. Asbestos that is *immersed* or *fixed* in a natural or artificial binder material, such as cement, plastic, asphalt, resins or mineral ore, or *contained* in manufactured products is not subject to the requirements of the Hazardous Materials Regulations.

**13.5.10 Samples**

Samples may fall into one or more of the above categories. This will depend on the nature of the sample, whether the material is preserved (e.g., with acid), and/or test results. Samples are exempt from RCRA waste regulations as long as:

- The sample is being transported to a laboratory for the purpose of testing.
- The sample is being transported back to the sample collector after testing.
- The sample collector, before transportation to a laboratory for testing, is storing the sample.
- The sample is being stored in a laboratory before testing.
- The sample is being stored in a laboratory after testing but before it is returned to the sample collector.
- The sample is being stored temporarily in the laboratory after testing for a specific purpose.

Samples are not exempt from DOT regulations. If they are a DOT "Hazardous Material," they must be shipped accordingly. If a common courier (e.g., Federal Express or UPS) transports samples, the following rules apply:

- Sample kits are to be shipped under the provisions of DOT 49 CFR 173.4 or Section 2.7 of the IATA Dangerous Goods Regulations (DGR) regarding small quantities.
- The amount of acid or base that is added to each sample container will not exceed the proportional amounts listed in Table 13.2.
- Samples that are known to be a DOT hazard (e.g., flammable liquid) will be transported as a DOT hazardous material.
- Samples kits preserved with methanol will be shipped under the provisions of DOT 49 CFR 173.4 or Section 2.7 of the IATA DGR regarding small quantities.
- Samples kits preserved with Sodium Bisulfite will be shipped under the provisions of DOT 49 CFR 173.4 or Section 2.7 of the IATA DGR in excepted quantities if there is no more than 30-mLs of sample in each inside container.
- Samples kits preserved with sodium bisulfite will be shipped as DOT corrosive materials if there is more than 30-mLs of sample in the container.
- All other preserved samples may be shipped as non-hazardous materials.

If employees, a client, or a private courier transport the samples, the following rules apply:

- The sample coolers should be secured so they cannot accidentally shift during transportation or contained in a security cage.
- The coolers or shipping containers will be marked with the words "Samples for Analysis" or a similar descriptive name.
- The total amount of sample material that is shipped will not exceed 400-pounds per vehicle.

These samples fall under materials of trade and are therefore exempt from the regulations. Refer to 49 CFR 173.6 for more information on materials of trade.

Some soil samples are covered under U.S. Department of Agriculture (USDA) regulations. All samples received from outside the mainland United States are required to be heat treated before they are disposed of. The USDA has also established several domestic quarantine areas within the mainland of the United States. Laboratories outside a specified quarantine area must heat treat all soil samples that are received from the specified quarantine area. The facility is required to have a permit to import samples from any quarantine area. The samples may only be shipped off site for treatment if they are sent to a facility that has a permit to treat soils from quarantine areas. All EPA permitted disposal facilities that incinerate waste must meet these criteria.

When samples no longer meet the criteria listed above, they will be treated as waste. It is Company policy that no sample is to be disposed of without approval of the Waste Coordinator or EHSC. Some samples may require pre-treatment prior to their disposal in order to meet local municipal or state regulations. Otherwise, the facility may violate various regulations. Some contracts stipulate that the Company deface or destroy all labels on sample containers before the containers are discarded. All of these requirements present certain challenges that the Company will meet. In order to ensure that all requirements for disposal of samples are met, samples will be turned over to the Waste Coordinator, or an individual designated by the Waste Coordinator for disposal.

## 13.6 Typical Waste Streams Produced At Laboratories

There are various waste streams that may be produced and their corresponding waste categories are listed in the Table 13.1.

In order to comply with the various regulations and/or Company policies, each waste stream will be managed in a specific manner. Unless otherwise noted, the waste streams are not to be mixed. Employees will consult with their Waste Coordinator and/or the EHSC if they generate any material not covered on one of these tables.

## 13.7 Waste Accumulation Procedures for Satellite Accumulation Areas

A material is a waste when it no longer has a useful purpose and is destined for disposal. Certain steps are then taken to ensure the waste is managed in an environmentally safe manner and all regulations are properly complied with. Otherwise, the Company could be placed at risk. There are 5 basic steps that employees need to follow when managing waste:

- Identify and categorize the waste. Refer to Table 13.1.
- Select an appropriate container.
- Prepare the container.
- Accumulate the waste.
- Turn the waste in for disposal.

The first 3 steps must be completed before any waste is collected in the container. Otherwise, employees may inadvertently violate various regulations. Each of these steps may be carried out with minimal, if any, impact on operations. Individual steps are discussed in detail below.

### 13.7.1 Identification and Categorization of Waste Materials

Table 13.1 provides guidance to determine what waste materials are produced during a procedure. A procedure may produce more than one type of waste. For example, extraction procedures produce solid waste contaminated with solvents (e.g., sodium sulfate and filter paper), acid solutions from cleaning glassware, solvents from rinsing glassware, and water contaminated with solvents from the extraction process. Each type of waste will need to be kept separate for proper treatment or disposal.

After the waste has been identified, it must be categorized. Is it a RCRA hazardous waste? A PCB waste? A Non-RCRA hazardous waste? a sample?; or a non-hazardous waste? This information is necessary for the Waste Coordinator to properly classify the waste for regulatory purposes. It is also necessary to ensure that incompatible materials are not combined.

### 13.7.2 Choosing an Appropriate Container

After the waste has been properly identified, an appropriate container must be chosen to store the material. The first rule when choosing a container is to select a container that is compatible with the waste. For example, acid or base solutions would not be placed in a metal container; and methylene chloride would not be placed in a plastic Cubitainer™. These types of waste would create holes in the containers. Use of glass containers should be avoided when possible as they can break causing material to spill or leak.

The second rule is to choose a container of an appropriate size. Unless the Waste Coordinator has made special arrangements in a laboratory, the following rules apply to satellite waste container sizes:

- Glass containers may not exceed 1-gallon in size.
- Metal and plastic containers may not exceed 5-gallons in size.
- Choose a container that is appropriate for the amount of waste normally generated. If generating 1-liter of a particular waste in 1-year, a 5-gallon (20-liter) container would be too large of a container to select.
- Waste glass and pipettes will be collected in containers with hard side.

The Waste Coordinator may make exceptions to these rules. The waste coordinator may also determine that it is acceptable to place a single 55-gallon drum in some satellite accumulation areas to facilitate efficient collection of some waste materials. However, the decision to do so will be made by the Waste Coordinator since certain regulations may be violated if this is not performed properly.

### 13.7.3 Preparation of Waste Containers

Before waste may be added to the container, it will be properly prepared. Properly label the container based on the category of waste to be contained. Labeling requirements are as follows:

- RCRA Hazardous Waste
  - Place a "Hazardous Waste" label on the container, write the words "Hazardous Waste" on the container, and also write the name of the material on the container.

    NOTE: **Under Federal Regulations, any portable device that is used to store RCRA**

**Hazardous Waste is classified as a container and must be labeled with the words "Hazardous Waste" or the name of the material in the container.**

- When using a "Hazardous Waste" label, write an abbreviated description of the material (e.g., flammable solvents, acid solutions, etc.) on the label or the container. The description of the hazard must include an indication of the hazards of the contents. The five main ways to do this include:
  - Identifying the applicable hazardous waste characteristic (i.e., ignitability, corrosivity, reactivity, and toxicity);
  - Using a hazard statement or pictogram consistent with OSHA's Hazard Communication Standard at 29 CFR 1910.1200;
  - Using standard DOT markings for labeling or placarding at 49 CFR Part 172, Subparts E and F;
  - Using an NFPA chemical hazard label;
  - Using another widely understood industry marking.
- When using a "Hazardous Waste" label, leave the accumulation start date section blank (unless State EPA requires date). With the exception of PCB waste, this date is the day the waste is turned in to the Waste Coordinator for disposal.

- PCB Waste
  - Place a black and yellow PCB warning label on the container.
  - If the material is only PCB waste, write the word "waste" on the container. A "Hazardous Waste" label can also be used to meet this requirement.
  - If the material is also an RCRA hazardous waste, follow the labeling requirements for RCRA hazardous waste.
  - Write the day the first waste was collected on the container. The accumulation start date, or out-of-service date for PCB waste, is the first day any waste is added to the container.

- Non-RCRA Hazardous Waste
  - Place a "Non-RCRA Regulated" label on the container or write the words "Non-RCRA Hazardous Waste" on the container.
  - Write an abbreviated description of the waste (e.g., wastewater) on the container.

- Samples
  Samples should be turned in for disposal in their original containers with all original labels. The Waste Coordinators will ensure that any additional labels that are required are added to individual sample containers or the tubs holding the samples.

- Non-hazardous Waste
  There are no special requirements for preparation of non-hazardous waste containers. However, for ease of identification and to minimize the potential for questions from touring clients, auditors, and regulators, these containers should be labeled simply "Non-Hazardous Waste".

- Asbestos Waste
  Label the satellite containers asbestos waste.

### 13.7.4 Accumulation of Waste

After the first 3 steps have been completed, satellite accumulation may begin according to the following guidelines:

- If the concentration of materials normally added to a container varies, track the approximate amount and type of material that is added to the container each time. An example of when this would be necessary would be when methylene chloride or other different flammable solvents from various procedures are added to a single waste container. This information will be recorded on a waste tracking form for the container or drum the material is collected in. This requirement applies to acid wastes from acid rinsing glassware. If a corrosive liquid is not elementally neutralized and disposed of in accordance with the facility waste SOP by the end of each shift and instead is placed in a satellite waste container, then that liquid must be counted as waste per the regulations in 40 CFR 261.5.
- Ensure that different waste streams are segregated by compatibility group. Refer to Table 13.1 for examples of waste streams. If unsure of the classification of the waste stream being generated, contact the Waste Coordinator or EHSC.
- **Keep the waste container closed unless waste is being added or removed from the container.** This is a mandatory requirement for RCRA hazardous waste and PCB waste. Failure to do so is a violation of federal and state regulations.
- Keep all RCRA hazardous waste and PCB waste containers in secondary spill containers such as tubs. This is especially important for glass waste containers.
- Leave at least 5% headspace at the top of the container. Inadequate headspace can be hazardous and create problems.
- If the opening to the container is small or restricted, use a funnel to add waste to the container. This will prevent contamination of the outside of the container. Always remove funnel and close container when not in use.
- After the waste has been added to the container, return it to its designated storage area. Unless specifically approved by the EHSC, fume hoods are not to be used to store waste containers.
- Satellite containers with permanent tubing must be inserted into an appropriate cap so there is a tight fit of the tubing through the cap opening.

### 13.7.5 Turning Waste in for Disposal

Each facility will have one or more employees who are designated to receive waste from the various laboratory areas. These individuals will ensure that the waste is properly treated and/or prepared for disposal. Employees may accumulate up to 55-gallons of waste material from a process at or near the process. When this limit has been reached, or the storage capacity of the area has been met, the waste will be turned in for disposal.

Each facility is responsible for implementing specific procedures for turning waste in for disposal. Some facilities may have their Waste Coordinator make routine rounds to pick up waste from the various waste generation areas. Other facilities may want the individual employees to take their waste to the Waste Coordinator. The procedure for each facility should be designed to meet the needs of the local operation and should be specified in the facility's disposal SOP.

## 13.8 Preparation or Treatment of Waste for Disposal at Main Accumulation Areas

Once waste is removed from the satellite accumulation areas, it is either treated or packaged for disposal. This will be performed within the time frames specified for each type of generator. Hazardous waste from one generator may not be transported to another generator's site. Generators are defined by site and not by company name or ownership. The only exception to this rule is for VSQGs. These facilities may transport their waste to a LQG or SQG site for pick-up as long as the waste is picked up and transported to a permitted Treatment Storage and Disposal Facility within the time frame specified in the state or region where the facility was located. In most cases, this period will be 10-days or less. However, in some states this period is less.

Waste that is taken to the waste accumulation area will be tracked. Each facility will decide what type of log that they will use to track the waste. The log will include:

- The date the container or containers were removed from the satellite accumulation area.
- The date the container was treated or shipped for disposal.
- A description of the waste. The description will include all information necessary to track the waste to the appropriate waste profile. If the quantity and type of material that is placed into the drum may vary, the rough type and quantity of each waste that is added must be kept track of.

The Waste Coordinator will ensure that the waste containers taken to the main waste accumulation areas are in good condition and are properly labeled. When hazardous waste is taken to the waste accumulation area, the following information will be included on the container:

- The words "Hazardous Waste" and a description of the hazard.
- The date the waste was taken to the main accumulation area - If waste from several containers is poured into a larger drum, the date of the oldest container will be written on the drum.
- The Waste Manifest Number - This number is made up of the 12-digits from the facility's EPA generator number plus 5-unique numbers that are assigned by the generator. This number must never be repeated and must be assigned by the generator and not the vendor who disposes of the waste.
- The phrase "HAZARDOUS WASTE -- Federal Law Prohibits Improper Disposal. If found, contact the nearest police or public safety authority or the U.S. Environmental Protection Agency." Some states have alternative phrases that must be used.
- The description of the hazard which must include an indication of the hazards of the contents. The five main ways to do this include:
  - Identifying the applicable hazardous waste characteristic (i.e., ignitability, corrosivity, reactivity, and toxicity);
  - Using a hazard statement or pictogram consistent with OSHA's Hazard Communication Standard at 29 CFR 1910.1200;
  - Using standard DOT markings for labeling or placarding at 49 CFR Part 172, Subparts E and F;
  - Using an NFPA chemical hazard label;
  - Using another widely understood industry marking.

- The facility's name and address.

Waste that is to be shipped off-site for disposal will be packaged in shipping containers that meet DOT requirements. The waste may be placed in the drums by employees or by a representative of the vendor who will dispose of the waste. If an outside vendor packages the waste, a Company employee will always supervise them.

Once containers have been properly packaged, they may be shipped for disposal. All containers of hazardous waste will be sent using a "Uniform Hazardous Waste Manifest." The vendor, who is disposing of the waste, usually provides the manifests. However, it is the facility's responsibility to ensure that the proper manifest is used.

- In September 2006, the DOT required all states to use the DOT approved manifest. These will be provided by your waste vendor.
- Some states require the use of state-specific waste codes on DOT generated manifests, and these manifests may be required to be sent to the appropriate state agency. Please contact your state regulatory agency for more direction.

The vendor normally prepares the manifest for Company facilities. However, it is the responsibility of the facility to ensure that the manifests are properly completed. For that reason, only a Company employee will sign all manifests. The company employee (e.g., Waste Coordinator) will be trained in how to prepare hazardous waste manifests and ship hazardous materials (refer to Section 4). The person who signs the manifests must:

- Be DOT certified to ensure that all information required under DOT, the EPA and state regulations have been included.
- Sign the manifest certification by hand.
- Obtain the handwritten signature of the initial transporter and date of acceptance on the manifest.
- Retain a copy of the manifest.
- Send a copy of the manifest to the state regulatory agency in the state where the waste was generated (if required).
- Give the transporter the remaining copies of the manifest.

The Disposal Company will return a copy of the manifest when the waste has been received. A copy of the returned manifest will be kept with the files for the waste shipment.

**NOTE:** Some states require the generator to also send a copy of the returned manifest to the state regulatory agency.

A Land Disposal Restriction (LDR) notification will be prepared for all shipments that contain hazardous waste. The vendor may prepare the notification which does not require a standard format. Since the facility is responsible for ensuring that the information on the notification is accurate, a Company employee will sign the LDR notification. One copy of the LDR notification will be sent with the transporter; a second copy will be kept at the facility.

In most cases, hazardous waste must be shipped to an EPA-approved waste disposal facility. However, there are some exceptions to this rule. Solvents may be recycled on site; and corrosive waste may be neutralized as long as the only waste code associated with the waste is D002. In most cases, neither of these types of treatments requires the facility to have a permit or to file a treatment plan. In many states, other waste may be treated on site as long as the generator meets the following criteria:

- The waste can be treated in a manner that does not endanger the employees or the environment.
- The waste is treated within the required holding time (90-days for LQGs and 180-days for SQGs).
- The facility has filed a treatment plan with the state, per 40 CFR 268, that is filed with the state at least 30-days before any treatment is ever carried out. The treatment plan must demonstrate that the subsequent material produced by the treatment process is no longer considered a hazardous waste.

The VP-Quality & EHS will be consulted when treatment plans are to be submitted to state or federal regulatory agencies.

### 13.9 Record Keeping

It is Company policy to retain all data, waste records and EH&S records for at least 5-years. Some state regulations require this information to be maintained for longer periods of time. In such an event, the record keeping requirements of the state will take precedence. Data that must be kept includes:

- All data or records of process knowledge that were used to determine the waste profile for the material that is sent.
- A copy of the original manifest for the shipment.
- A copy of the LDR notification for the waste shipment.
- A copy of the manifest that was returned from the disposal facility.
- A copy of all biennial or annual reports as required by the state where the facility is located. Refer to http://www.epa.gov/epaoswer/hazwaste/data/biennialreport/ for more information on required reports.

### 13.10 Waste Inspections

Regardless of waste generator status, all facilities (including micro labs, and service centers if they produce hazardous waste), will conduct and document weekly inspections of their main waste collection areas. Minimum checks in these areas will include:

- The date and time of the inspection, and the name of the inspector. Large Quantity Generators must conduct inspections with no more than 7 days between inspections. If day 7 falls on a holiday or weekend, the inspection must be conducted earlier; this creates a new 7 day window. Small and Very Small Quantity Generators must conduct an inspection once each calendar week.
- Appropriate labels on all primary and secondary waste containers
- Collection start dates on all main waste containers (LQG and SQG only)
- Confirming that main waste containers have not been accruing waste for longer than 90 days (LQG) or 180/270 days (SQG).
- VSQG on-site waste does not exceed the weight limits allowed.
- Collection start dates on satellite collection containers (in those states where required), are less than one year old.
- Waste containers are closed when waste not being added, including drum funnels and instrument carboys.
- Appropriate secondary containment for liquid waste containers

- Secondary containers dry and empty of anything except the primary container
- All waste containers in good condition without holes, leaks, cracks, etc.

**Table 13.1**

**Common Waste Streams**

| Waste Stream Description | Category (Preferred Treatment) |
|---|---|
| ❖ Methylene Chloride | RCRA Hazardous Waste (Incineration or recycling) |
| ❖ Methylene Chloride/Flammable Solvent Mixture | RCRA Hazardous Waste (Incineration) |
| ❖ Flammable Solvents (ethyl ether, hexane, acetone, methanol, pentane, acetonitrile, etc.) **NOTE: Ethyl ether must be mixed with an alcohol or other antioxidant to prevent peroxide formation when it is collected for disposal)** | RCRA Hazardous Waste (Incineration or Fuel Blending) |
| COD/CLD Waste (mercury, silver, chromium, sulfuric acid and water) | RCRA Hazardous Waste (Treatment to neutralize the acid and recover the Mercury and other metals) |
| Phenols Extraction Waste (chloroform) | RCRA Hazardous Waste (Incineration) |
| ➢ Cyanide Extraction Waste (1.5% pyridine in water) | RCRA Hazardous Waste (Incineration/this waste is extremely odorous and must be kept separate from all other materials) |
| ➢ Caustic waste from Cyanide Extractions | RCRA Hazardous Waste (Neutralization) |
| Acid Digests and Rinses | RCRA Hazardous Waste (Neutralization. Once this material has been neutralized it may treated in various ways.) |
| Solvent Extracts in Vials (may contain methylene chloride, hexane, acetone, Methanol, etc.) | RCRA Hazardous Waste (Incineration) |
| PCB Waste/Including PCB waste that meets the definition of a RCRA Hazardous Waste. | PCB Waste/RCRA Hazardous Waste (Incineration at a PCB Facility) |

**Table 13.1**

**Common Waste Streams**

| Waste Stream Description | Category (Preferred Treatment) |
|---|---|
| Water Samples That Have Been Extracted with Organic Solvents | Non-RCRA Hazardous Waste (Varies. This material must be neutralized in the extraction vessels before it is placed in the main collection containers. Otherwise the material must be treated as a RCRA Hazardous Waste and incinerated) |
| ❖ Used Oil and Oil Samples | Non-RCRA Hazardous Waste if collected as used oil. This material must be sent for to a used oil recovery facility.<br><br>RCRA Hazardous Waste if mixed with flammable solvents |
| Water Samples Preserved with Acids or Bases | RCRA Hazardous Waste (Neutralization) |
| Water Samples not Preserved with Acids or Bases | Non-RCRA Hazardous Waste (Treatment will vary by facility) |
| Soil Samples That are not a RCRA Hazardous Waste and are not regulated by the DOA. | Non-RCRA Hazardous Waste (Treatment will vary by facility) |
| Soil Samples That are not a RCRA Hazardous Waste and are regulated by the DOA. | Heat Treated (Treatment will vary by facility) |
| Soil Samples (with toxicity characteristics) | RCRA Hazardous Waste (Incineration) |
| Solid Materials Contaminated with Organic Solvents When Extracting Samples (filter paper, sodium sulfate, extracted samples) | Non-RCRA Hazardous Waste (Treatment varies depending on the state) |
| Fluorescent Light Bulbs that Contain RCRA levels of Mercury<br>**NOTE: Phillips and GE produce a light bulb that does not contain RCRA levels of Mercury. These light bulbs should be used wherever possible.** | Mercury Recovery or Recycling Under the Universal Waste Regulations. |
| Batteries (Some batteries contain Lead, Cadmium or Lithium). | Method of Treatment Will Vary |
| Broken Mercury Thermometers or Spilled Mercury | RCRA Hazardous Waste (Incineration at a Mercury Recovery Facility) |

**Table 13.1**

**Common Waste Streams**

| Waste Stream Description | Category (Preferred Treatment) |
|---|---|
| Unused Standards | Varies. Unused standards containing unused dioxin or dioxin precursor material must be kept separate from other material. PCB standards and standards that have a P-listed waste code must also be kept separate. |
| Samples containing or suspected to contain asbestos. | Land filled in double plastic bags. |

❖ These waste streams may be combined if necessary.
➢ These waste streams may be combined if necessary.

**Table 13.2**

**Maximum Amount of Preservatives per Sample Container**

| Preservative | Sample Container Size | Maximum Volume |
|---|---|---|
| Sulfuric Acid (1:1 concentrated acid in water) | 1 Liter | 8 mL |
| Nitric Acid (1:4 concentrated acid in water) | 1 Liter | 10 mL |
| Hydrochloric Acid (1:1 concentrated acid in water) | 40 mL VOA | 0.25 mL |
| Sodium Hydroxide (50% by weight in water/~10N) | 500 mL | 3 mL |
| Hexane | 40 mL VOA vial | 30 mL |
| Methanol | 40 mL VOA vial | 30 mL |

## SECTION 14

## 14.0 TRANSPORTATION AND FLEET SAFETY PROGRAM

Nationally, traffic accidents result in 1 death every 12-minutes and an injury every 9-seconds. In addition to the physical and emotional damage caused by these accidents, there are financial costs. Depending upon the circumstances, these costs can be staggering. If not controlled, vehicle accident costs can become one of the largest dollar losses for the Company.

The Company maintains that the cost associated with vehicle accidents can be controlled through a strong transportation safety program. The goal of the Company's transportation and fleet safety program is to protect the employee, both on and off the job. By doing so, physical and economic losses can be reduced to both employees and the Company. Our goal is zero preventable accidents.

The Company maintains that this goal can be achieved as long as the Company and employees put forth a strong concerted effort, and the Company recognizes that its employees have a tremendous impact on achieving this goal. In the following sections, information is provided that covers the Company's vehicle policies, procedures to be followed, and tips for safe driving. Employees need to read, understand, and utilize the information provided.

### 14.1 General

Certain employees are required to drive Company vehicles or their personal vehicles on Company business.

All employees who drive on Company business are required to have a valid driver's license in the state where they reside and to obey all traffic laws. Motor Vehicle Records (MVRs) will be verified in accordance with Company policy by Human Resources. Refer to the SOP "Driver Evaluation and Qualification Policy", document number CW-H-P-001, for more information on driver requirements. The information will be used to determine an employee's eligibility to drive.

Training on safe and defensive driving practices is available on the Oasis / Human Resources website. This training will be completed when the employee is appointed to a position which requires them to drive a Company-owned vehicle. The employee will attend refresher training once every 3-years. The employee may also be required to attend refresher training when they are involved in an accident where it is determined that the employee was "at fault."

The following section details rules to be followed by employees who drive vehicles on Company business and Company policies for shipping DOT hazardous materials including the security plan required under DOT regulations.

### 14.2 Fleet Safety Program

Employees are expected to operate Company-owned, leased or rented vehicles safely to prevent accidents, which may result in injuries and property loss. It is the Company's policy (all Company properties) to provide and maintain a safe working environment to protect our employees and the citizens of the community from injury and property loss. This program requires the full cooperation of each driver to operate their vehicle safely and to adhere to the responsibilities outlined in the Fleet Safety Program. Elements of this program include:

- Assigning responsibilities at all levels of employment.

- Vehicle use and insurance requirements.
- Employee driver's license checks and identification of high risk drivers.
- Accident reporting and investigation.
- Vehicle selection and maintenance.
- Training standards.
- Safety regulations.

## 14.3 Organization and Responsibilities

### 14.3.1 Facility / Laboratory Directors

The Facility/Laboratory Director, along with the designated EHSC, is responsible for directing an aggressive vehicle safety program.

### 14.3.2 Management

- Implement the Fleet Safety Program in their areas of responsibility.
- Establish measurement objectives to ensure compliance with the program.
- Provide assistance and the resources necessary to implement and maintain the program.

### 14.3.3 Managers and Supervisors

- Investigate and report all accidents involving a motor vehicle used in performing Company business. Refer to the Vehicle Accident Supplemental Form (Form No. CW-E-WI-003) that will be used to upload the accident information into the VELOCITYEHS database.
- Be responsible for taking appropriate action to manage high-risk drivers as defined by this program.
- Provide additional driver training either internally or through external means for high-risk drivers.

### 14.3.4 Fleet Manager

- Issue periodic reports of losses for the CEO's review.
- Review motor vehicle accident reports as part of the Company Accident Review Board.
- Revise and distribute changes to the Fleet Safety Program to managers, supervisors, coordinators and drivers as necessary.
- Maintain appropriate records.

### 14.3.5 Fleet Coordinator

- Monitor and ensure that Vehicle Check-out and Check-in procedures are followed.
- Assure that all Company owned vehicles have a "How's My Driving" bumper sticker applied to the rear of the vehicle. The sticker is to be placed in plain sight, not to be removed or obscured by other markings, and may be placed on the rear tailgate or bumper of a truck, or rear door of a van.
- Install and report issues recorded on a fleet vehicle dash camera.
    - Assist fleet drivers with understanding the operation of the dash camera and assure compliance with the Dash Camera Acknowledgment Form.
    - Assure that fleet drivers complete the Pre-Trip Vehicle Inspection Form before operating a motor vehicle each day. Schedule repairs as reflected on the form as needed.

- Install and monitor daily feedback and reports issued by onboard telematics devices for the fleet vehicles.
    - Assist fleet drivers to curb driving behavior that is recognized as unsafe by the onboard telematics device. For instance, driving above the posted speed limit, harsh braking, and excessive acceleration are some of the examples of driving characteristics reported by the telematics device.
- Arrange for sample transport, if needed.
- Schedule maintenance to be conducted at the manufacturer's recommended intervals:
    - Change motor oil and chassis lubricated every 6,000 miles or at least annually.
    - Rotate tires according to the manufacturer's recommendations, every 10,000 miles, or when excessive wear is noted.
    - Service the vehicle as suggested by the manufacturer as outlined in the owner's manual or on an as-needed basis.

### 14.3.6 Drivers

- Always operate a motor vehicle in a safe manner as explained under the Section 14.7, Basic Safety Considerations.
- Maintain a valid driver's license which lists classification of vehicles that may be driven and minimum insurance requirements on personal vehicles used in Company business.

  **NOTE:** Human Resources maintain a copy of valid driver's licenses on file.
- Maintain assigned vehicles according to established maintenance standards.
- Follow additional procedures explained in Section 6.4 of SOP No. CW-F-S-028 (*Vehicle Operation Procedure)*, most current revision. This procedure covers important information, such as:
    - Vehicle Check-Out and Check In
    - Ice Transaction Procedure
    - Vehicle Maintenance Procedures
    - Operator Maintenance Checks
    - Preventive Maintenance Procedure
    - Breakdown and Repair Procedure
    - Fuel Card Procedures
    - Allowable Purchases

## 14.4 Vehicle Use

### 14.4.1 Company-Owned Vehicles

- Employees may not use a Company vehicle for personal use. Employees may be authorized by their Laboratory/Facility Director, Vice-President of Operations, and Division Safety Manager to transport a Company vehicle home for safe storage or use during an upcoming shift. Only the employee will be allowed to operate the vehicle. No one under the age of 18 will be permitted to operate the vehicle. This authorization will be for periods of 6 months to one year. Use Fleet Vehicle Take Home Authorization Form, Number CW-E-WI-039, current revision, to identify why this is necessary and to obtain approvals before allowing employees to take company a company vehicle home.
- Vehicles used to transport materials will be equipped with systems to secure the loads in the vehicles. Loads in open-bed vehicles should be secured so they cannot blow or bounce out

of the bed while the vehicle is in motion. Vans will be equipped with a security cage or other system to ensure that materials cannot shift and strike the driver or passengers. All vehicles will be of the correct design and size for its attended use.

- Company-owned vehicles will be equipped with emergency road side equipment such as flares or road triangles.
- Company-owned vehicles will be equipped with a "How's My Driving" bumper sticker on the rear of the vehicle. This sticker is to inform other drivers that this company employs professional, courteous drivers and includes a toll free phone number for them to report particular driving behavior or vehicle condition. The sticker also employs a specific ID # unique to each vehicle.
- Some fleet vehicles are equipped with onboard telematics devices and/or dash cameras. If a company employee operates a fleet vehicle with a dash camera they must first assure that the equipment is turned on and in record mode. The dash camera must remain on and in the record mode at all times during operation. Refer to work instruction CA-E-WI-005 for instructions and usage of dash cameras.

### 14.4.2 Personal Vehicles with Car Allowance on Company Business

Employees who drive their personal vehicles on Company business and are compensated by the Company by car allowances are subject to the requirements of this program including:

- Maintaining auto liability insurance with minimum limits of $100,000/$300,000 for bodily injury and $50,000 for property damage with a combined single limit of $50,000 unless state minimums require higher coverage. The Company will require proof of insurance.
- Maintain current state vehicle inspections when required.
- Maintain the vehicle in a safe operating condition when driving on Company business. (Refer to SOP No. CW-H-P-001 for further information.)

### 14.4.3 Rental Vehicles

Rental vehicles will be leased from an authorized nationally-recognized company. Employees are to decline additional coverage when renting a vehicle. The Company insurance will cover accidents unless previous limitations have been sent. All employees that rent a vehicle for work purposes shall be added to the rolling MVR check. See Section 14.5.1.

### 14.4.4 Unauthorized Use of Company Vehicles

Assigned drivers and other authorized employees will not allow an unauthorized individual to operate a Company vehicle. There are no exceptions to this policy! This includes relatives and friends. Disciplinary action up to and including termination may be taken.

**NOTE:** If a Company employee allows an unauthorized person to use a Company vehicle and the vehicle is involved in a vehicle accident where they are deemed at fault, the responsible employee will be required to make restitution for any and all damages which result.

### 14.4.5 Contractors and Temporary Employees

Contractors and temporary employees will not be eligible to drive Company vehicles. In special circumstances, contractors or temporary employees may be granted permission by the VP of

Operations or VP-Quality & EHS and will be treated as Company employees and will comply with all requirements of this program. Failure to meet all requirements will result in the immediate loss of driving privileges.

## 14.5 Driver Selection

The purpose of driver selection process is to identify and hire the most qualified candidate in efforts to promote safety and reduce fleet accidents. The selection process is a series of screening exercises. Items that should be considered and evaluated include the candidate's past driving experience with similar vehicles. The driver selection process applies not only to full-time drivers but also to incidental drivers; meaning personnel who drive occasionally or in-addition to other job duties.

### 14.5.1 Driver Performance

A review of the driver's over-the-road performance is a critical component of the Fleet Safety Program. Performance will be monitored during the selection process as well as at periodic intervals throughout the driver's employment using information obtained from motor vehicle records, onboard telematics device data, and accident file data.

All drivers, including those employees that rent a motor vehicle for business purposes, will have a background screening performed by a Motor Vehicle Records check on a 3 year rolling schedule. The screening will be completed by Human Resources and will determine whether remedial driver training or suspension of driving privilege is warranted. The review will become part of his/her file.

Refer to SOP number CW-H-P-001, Driver Evaluation and Qualification Policy, for further information on driver performance requirements.

The "How's My Driving" Program allows the general public to inform the Company of driver performance that could be detrimental to the Company's image, to public or private property, or to the vehicle itself. The phone number and unique ID number included on the bumper sticker allows for reporting of complaints 24/7. During normal business hours, the caller may speak to someone directly to make their report. During off-peak hours, the caller is prompted to leave a message.

Upon receiving a complaint, the Division Fleet Manager is notified of the details. Complaint information is entered into a data system that is designed to track the number of complaints per vehicle, per driver, per facility, etc. Although the Company evaluates each complaint, it also understands that complaints of this type may have many factors that may be out of the control of the driver. The individual mood of the caller, the potential that others drivers have caused or even created the situation, etc., may lead to another driver calling to lodge a complaint. This program is designed to evaluate trends rather than being over-sensitive to one particular call. Once a complaint has been recorded, the Division Fleet Manager contacts that facility's Fleet Coordinator for the driver's input to the situation and for a statement from the Fleet Coordinator and/or the Facility Director.

## 14.6 Use of Mobile Phones

- Employees are not to use mobile phones while driving unless their phone is equipped with a hands-free system. Even if the phone is equipped with a hands-free system, the employee

should minimize use of the cell phone. In high traffic areas, employees are to avoid answering the phone and are not to place calls. Even in lower traffic areas, the employees should avoid placing outgoing calls.

- Where possible, employees should switch the phone off while driving and have callers leave messages on their voice mail.
- Where switching the phone off is not an option, employees are advised to exit the road to make or take phone calls.
- Employees are not allowed to text or read email on phone systems while operating a vehicle. There are many states that prohibit these actions and our federal contracts also require us to prohibit texting while driving.
- Some clients have additional requirements such as not using cell phones when on-site at the client's facility. When at a client's site, employees should confirm with a client representative that cell phone use at that location is permitted.

## 14.7 Basic Safety Considerations

- Determine if the trip can be avoided.

  Consideration should be given to avoiding trips when reasonably possible. It may be possible to conduct the business by telephone, video or telephone conferencing, electronic mail or fax.
- Determine if there are alternative modes of travel that would be safer.
- Allow adequate time for the travel.

  When travelling by road, allow enough time to reach the destination(s) without exceeding speed limits. The intended journey should follow the safest available route, which may not necessarily be the shortest or quickest. Driving time is part of the working day. Very long days are to be avoided, particularly in winter. Overnight stops may be necessary to avoid very long days.
- Drivers are to take regular breaks before beginning to feel fatigued.

  Where more than one employee is travelling, consideration should be given to sharing the driving.
- Consider weather conditions.

  In severe cases, trips may have to be postponed or cancelled.
- Ensure that employees understand that they are to consider the condition of the vehicles they are to drive.

  This includes Company-owned vehicles, leased vehicles and vehicles rented on short trips. All vehicles are to be in road-worthy condition. If the driver considers that the vehicle provided is not in a road-worthy condition, the journey will not be undertaken, and the matter will be reported. Where an employee drives their own vehicle on Company business, the employee has a responsibility to ensure that it is in a road-worthy condition and that it is insured.
- Assess risks for driving abroad.

  The risks involved in driving abroad will be assessed before the journey is undertaken. The degree of risk will depend on the country involved. It may be appropriate to consider the use of a local driver or taxi in preference to the employee driving.

Employees who drive on Company business will comply with the following safety rules.

- All employees who operate vehicles on Company business are expected to know and follow all vehicle regulations for the areas where they will operate the vehicle.

- Drive courteously.
- Avoid driving when tired.

  Employees should inform their supervisor if they are experiencing fatigue or there are factors that could lead to fatigue. Drivers are to take frequent breaks when driving extended distances where fatigue could be a factor.
- Pay attention to your surroundings.

  Many accidents are caused by inattentiveness on the part of one or more drivers. By being alert, you might avoid accidents that would result from the inattentiveness of other drivers.
- Drive defensively.

  Drivers can seldom control the actions of other drivers. However, attempt to control the outcome of some of these actions, and it may be possible to avoid accidents that they might cause.
- Avoid backing up when possible.

  Many accidents involve one or more vehicles backing up. If necessary, have someone assist you by giving you directions. Large vehicles should have a back-up beeper.
- Avoid following too close.

  Use the two-second rule. This rule states that after the rear of the vehicle in front of you passes a point on the road, it should take at least 2-seconds for the front of your vehicle to pass the same point. Otherwise, you are following too close.
- Avoid quick sudden stops that might cause the brakes to lock. If it's necessary to stop quickly and apply a constant steady pressure. Slamming the brake pedal down causes the brakes to lock and increases the stopping distance.
- Avoid open containers of food and drinks in the vehicle to avoid spillage.

  Avoid eating meals while in motion. Plan time to stop and eat meals during travel.
- Use turn signals as appropriate.
- Use headlights in poor weather conditions, a half-hour after sunrise, and a half-hour before sunset. If you are using your windshield wipers because of weather, you should have your headlights on. In some states this is mandatory.

  Headlights on the bright setting can cause glare in some poor weather conditions, such as fog.
- Secure materials in a manner that will prevent them from moving and creating a safety hazard.

  When possible, keep materials in a trunk, camper shell, or other protected area.
- Watch for pedestrians and motorcycles - they can be very difficult to see.
- Use the safety belt. Ensure that all passengers wear their safety belts. **This is a mandatory Company policy (Sec. 14.8).**
- Pay special attention to adverse (e.g., snow or heavy rain) weather conditions. If such conditions exist, slow down and increase your following distance.
- Do not attempt to cross standing water unless you are sure of the depth and how fast it is moving. It is extremely easy for fast moving water to carry a vehicle away.
- Ensure that all windows are clear of fog, ice, mist or other materials that might obstruct your vision.
- Vehicles parked on inclined surfaces can roll.

  It may be necessary to block wheels to prevent them from rolling.
- Be aware that large vehicles need a larger turning radius.

- Do not remain in the "blind area" of a large truck any longer than you have to.
  They may not be able to see your vehicle when they need to turn or change lanes. If you have to pass a large truck, do so as quickly as reasonably possible.
- Do not let passengers ride in the back of trucks or on vehicles.
- Ensure that the vehicle is properly maintained and inspected.
- Immediately report and/or fix any defects on the vehicle to your Fleet Coordinator.
  If a defect is found on a Company-owned vehicle, complete Form number CW-F-WI-031. This form can be found as Attachment C of SOP number CW-F-S-028, Vehicle Operation Procedure.
- If an exceptionally aggressive driver is encountered, or you are the victim of "road rage," back off and allow the other driver go on his/her way.
- If being followed too close, pull over and allow the other driver to pass.
- Do not pick up hitchhikers.
- Do not accept payment for carrying passengers or materials.
- Do not use any radar detector, laser detector or similar devices in Company vehicles.
- Do not push or pull another vehicle or tow a trailer other than assigned Company equipment.
- Do not transport flammable liquids or gases unless a DOT, UN or UL approved container is used, and only then in limited quantities which complies with all DOT requirements.
- Use of burning flares will be discouraged. The preferred method is the use of reflective triangles.
- Do not assist disabled motorists or accident victims beyond your level of medical expertise.
  If a driver is unable to provide the proper medical care, he/she will restrict his/her assistance to calling the proper authorities. Your safety and well-being is to be protected at all times.
- DOT regulated drivers will be allowed to only drive 11-hours in a 24-hour period. Other employees will be encouraged to drive 8-hours or less in a 24-hour period to avoid driver fatigue.

**Impaired Driving:** The driver will not operate a vehicle at any time when his/her ability to do so is impaired, affected, influenced by alcohol, illegal drugs, prescribed or over-the-counter medication, illness, fatigue or injury.

**Traffic Laws:** Drivers will abide by all federal, state and local motor vehicle regulations, laws and ordinances. All traffic violations will be reported. Any driver cited for a traffic violation must contact their immediate manager or supervisor and report the violation.

**Vehicle Condition:** Drivers are responsible for ensuring the vehicle is maintained in safe driving condition. Drivers of daily rentals should check for obvious defects before leaving the rental office/lot and, if necessary, request another vehicle if the first vehicle is deemed unsafe by the employee. Drivers are encouraged to rent vehicles equipped with air bags and ABS brakes, where available.

**Motorcycles:** Employees are prohibited from using motorcycles when traveling on Company business.

**Personal Planes:** Employees are prohibited from using personal planes when traveling on Company business.

**Company and Personal Property:** Employees are responsible for Company property such as computers, work papers and equipment under their control. The Company will not reimburse the employee for property stolen out of personal or Company vehicles due to employee negligence as determined by supervisor and the VP-Quality & EHS.

## 14.8 Use of Seat Belts

It is Company policy that all employees who operate vehicles on Company business and employees who ride in vehicles on Company business will wear seat belts. Employees are also encouraged to wear seat belts when not on Company business. The driver is responsible for ensuring passengers wear their safety belts. Children will be secured in an approved child safety seat according to their state's DOT laws. Seat belts protect people, reduce the seriousness of injuries, and cut costs.

## 14.9 Accidents

All accidents involving employees operating vehicles on Company time will be reported. This is for the protection of the driver, the Company and any other people who may be involved. Follow these steps when an accident occurs:

**14.9.1** If possible, immediately stop the vehicle.

- If this is not possible, return to the scene of the accident as soon as possible.
- If the accident occurs on a main lane, ramp, median, or other high traffic area, attempt to move the vehicle to the shoulder or other safe area.
- Do not disturb the scene of the accident any more than is absolutely necessary.

**14.9.2** Check on the status of individuals in the vehicles. Render what aid you are trained to provide. If necessary, call for medical assistance.

- If you are seriously injured, have emergency medical employees transport you to the nearest emergency room.
- If you have a non-serious injury, report it to your manager or supervisor and the EHSC.
- Your EHSC and immediate manager or supervisor can assist you in deciding where to go to receive treatment for non-serious injuries.

**14.9.3** Contact local authorities.

- For all accidents, no matter how minor they may seem, local law enforcement must be contacted so that a report may be obtained.
- If no one is injured and all vehicles can be safely driven, you may proceed to an accident investigation site.
- If you cannot get to an accident investigation site, wait for the local authorities where you are.

**NOTE: If possible, contact authorities and emergency assistance from your vehicle. If you do not have a mobile phone, see if someone can go and call. If no one can go and the situation is stable, walk to the nearest public phone and make a call. If the situation is not stable, wait with your vehicle and the injured individuals.**

**14.9.4** As soon as reasonably possible, contact your immediate manager or supervisor and

report the accident.

- Your immediate manager or supervisor will contact the EHSC. One of these individuals will attempt to meet you at or near the accident site. However, this may not always be possible.
- Your manager, supervisor or the EHSC will tell you if you are to remain with the vehicle until they arrive, continue with your work or return to the Company facility after local authorities have finished.
- If your immediate manager or supervisor is not available, contact your EHSC or after-hours contact person.

**14.9.5** Follow the instructions you were given by your manager, supervisor or EHSC when you first contacted them.

- If you were instructed to wait for them, you may have to arrange to meet them at a designated spot.

**14.9.6** For any accident that results in an injury that is likely to be an OSHA recordable incident, the driver will submit to a drug test as soon as practical. Refer to the Drug Free Workplace Policy (CW-H-P-003) available on the Oasis / Human Resources site for further guidance.

**14.9.7** If the driver of the other vehicle leaves the scene, make reasonable attempts to obtain the make, model, year and license plate number of their vehicle.

Note the location of damage on their vehicle.

**14.9.8** As soon as reasonably possible, begin gathering information to complete the Vehicle Accident Supplement Report Form.

- If the other driver is uncooperative, gets angry, or leaves the scene, wait for the authorities before attempting these actions.
- If the other driver becomes angry or hostile, you should wait inside your vehicle. **Be sure to obtain the following information from the driver of the other vehicle:**
  - Their name and address,
  - The name of their company (for commercial vehicles only, the registration number of their vehicle, the name of their insurance carrier and their policy number, and their driver's license number.
- Ask to see their driver's license. Give them the same information. Give them the Company address and phone number, and tell them any questions should be referred to your EHSC or the VP-Quality & EHS. If they ask to see your driver's license, you will show it to them.
- For all accidents, no matter how minor they may seem, you must take pictures of the vehicles involved in the accident while at the scene. Make sure to take pictures of all vehicles involved from multiple angles if possible.

**14.9.9** If the accident involved an unattended vehicle or other property, attempt to contact the owner of the vehicle or property.

- Contact local law enforcement and wait for them to arrive to make a full report.
- If you cannot locate the owner and local law enforcement fails to respond, leave your name, your EHSC's name, the Company's name and the Company phone number in a conspicuous place.

24.0 **Tab A – Bidder Information Questionnaire**

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

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

Name of Offeror (Business) Eurofins Xenco, LLC

Signature of person authorized to sign bid _____ Date July 16, 2021

Print Name of person authorized to sign bid Alex Montayo

Title: President

Business Address: 1733 N. Padre Island Drive

City, State, Zip Code: Corpus Christi, TX 78408

Telephone Number: 361-289-2673 Fax Number: N/A

Contact Person Email Address: Mike.Sullivan@Eurofinset.com

Federal Tax ID Number: 84-4494460

Bidders Principal/Corporate Place of Business Address: 4147 Greenbriar Drive, Stafford TX 77477

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: X

If other state business status: LLC

State how long under its present business name: 1 year under current name

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

TestAmerica Laboratories, Inc. (Corpus Christi location)

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

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

Is any litigation pending against the Business? Yes (No.)

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

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

This company is not a certified minority busin[illegible]:

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

**25.0 Tab B Price Schedule: Alkalinity**

25.1 Table AA

| Sample Event | Unit Price Table | Number of Samples/yr | Unit Cost | Extended Cost |
|---|---|---|---|---|
| - Wastewater Sampling Events - | | | | |
| Sludge Permit | A | 16 | $ 294..00 | $ 4,704.00 |
| Sludge TCLP | B | 6 | $ 555.00 | $ 3,330.00 |
| Sludge Pathogens | C | 4 | $ 60.00 | $ 240.00 |
| Soil | D | 18 | $ 310.00 | $ 5,580.00 |
| W. W. Groundwater Group A | E | 32 | $ 261.00 | $ 8,3520.00 |
| W. W. Groundwater Group B | F | 16 | $ 218.00 | $ 3,488.00 |
| W. W. Metals | G | 40 | $ 102.00 | $ 4,080.00 |
| Root Zone Nutrients | H | 12 | $ 112.00 | $ 1,344.00 |
| Priority Pollutants | I | 12 | $ 805.00 | $ 9,660.00 |
| - Water Sampling Events - | | | | |
| W. T. Metals Group A | J | 12 | $ 48.00 | $ 576.00 |
| W. T. Metals Group B | K | 12 | $ 62.00 | $ 744.00 |
| W. T. Pesticides / Herbicides | L | 12 | $ 250.00 | $ 3,000.00 |
| T.T.H.M. | M | 24 | $ 70.00 | $ 1,680.00 |
| H.A.A.-5 | N | 24 | $ 200.00 | $ 4,800.00 |
| T.O.C. | O | 48 | $ 25.00 | $ 1,200.00 |
| SUVA | | 48 | 160.00 | 7,680.00 |
| Radionuclides Total, α and β | P | 2 | $ 140.00 | $ 280.00 |
| - Miscellaneous Sampling Groups - | | | | |
| W.W. Permit & Process Control | Q | 365 | $ 190.00 | $ 69,350.00 |
| W.T. Ion Analysis | R | 12 | $ 162.00 | $ 1,944.00 |
| Microbiology | S | 32 | $ 240.00 | $ 7,680.00 |
| Industrial Pretreatment | T | 20 | $ 270.00 | $ 5,400.00 |
| Storm Water Multi-Sector Permit | U | 4 | $ 110.00 | $ 440.00 |

25.2 Table A - Sludge Permit

| Parameter | Detection | Units | Unit Price |
|---|---|---|---|
| Arsenic, Total | Method Low | mg/Kg | $ 8.00 |
| Cadmium, Total | Method Low | mg/Kg | $ 8.00 |
| Chromium, Total | Method Low | mg/Kg | $ 8.00 |
| Copper, Total | Method Low | mg/Kg | $ 8.00 |
| Lead, Total | Method Low | mg/Kg | $ 8.00 |
| Molybdenum, Total | Method Low | mg/Kg | $ 8.00 |
| Nickel, Total | Method Low | mg/Kg | $ 8.00 |
| Selenium, Total | Method Low | mg/Kg | $ 8.00 |
| Silver, Total | Method Low | mg/Kg | $ 8.00 |
| Zinc, Total | Method Low | mg/Kg | $ 8.00 |
| Mercury | Method Low | mg/Kg | $ 22.00 |
| Phosphorus | Method Low | mg/Kg | $ 8.00 |
| Potassium | Method Low | mg/Kg | $ 8.00 |
| Corrosivity (pH – liquids) | Method Low | s.u. | $ 8.00 |
| Specific Gravity | Method Low | 25°C | $ 8.00 |
| Total Volatile Solids | Method Low | % | $ 15.00 |
| Total Solids | Method Low | % | $ 15.00 |
| Ammonia Nitrogen (NH3-N) | Method Low | mg/Kg | $ 25.00 |
| Nitrate Nitrogen (NO3-N) | Method Low | mg/Kg | $ 15.00 |
| Total Nitrogen Kjeldahl (TKN) | Method Low | mg/Kg | $ 30.00 |
| Total PCB's | Method Low | mg/Kg | $ 60.00 |
| Extraction, Extract Clean Up, Determination | | | $ 0 |

25.3 Table B Sludge TCLP (as per 40 CFR 261 Appendix II & Part 268 Appendix I) (contaminants listed Table I, 40 CFR section 261.24)

| Parameter | Detection | Units | Unit Price |
|---|---|---|---|
| Metals | Method Low | mg/L | $ 85.00 |
| Pesticides | Method Low | µg/L | $ 120.00 |
| Herbicides | Method Low | µg/L | $ 130.00 |
| Volatile Organics | Method Low | µg/L | $ 70.00 |
| Semi -Volatile Organics | Method Low | µg/L | $ 150.00 |
| | | - Total - | $ 555.00 |

25.4 Table C - Sludge Pathogens

| Parameter | Detection | Units | Unit Price |
|---|---|---|---|
| Fecal Coliforms | 1,000 | MPN | $ 60.00 |

Company Name: Eurofins Xenco, LLC

Owner/President Name: Alex Montoya

Company Address: 1733 North Padre Island Drive

City, State, Zip Code: Corpus Christi, TX 78408

Company Authorized Representative's Signature:

Company Representative's Name: Alex Montoya

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

25.5 Table D - Soil

| Parameter | Method | Units | Unit Price |
|---|---|---|---|
| Cationic Exchange Capacity | EPA SW-846 | meq/100g | $ 40.00 |
| Arsenic, Total | EPA SW-846 3050 | mg/Kg | $ 8.00 |
| Cadmium, Total | EPA SW-846 3050 | mg/Kg | $ 8.00 |
| Chromium, Total | EPA SW-846 3050 | mg/Kg | $ 8.00 |
| Copper, Total | EPA SW-846 3050 | mg/Kg | $ 8.00 |
| Lead, Total | EPA SW-846 3050 | mg/Kg | $ 8.00 |
| Nickel, Total | EPA SW-846 3050 | mg/Kg | $ 8.00 |
| Silver, Total | EPA SW-846 3050 | mg/Kg | $ 8.00 |
| Zinc, Total | EPA SW-846 3050 | mg/Kg | $ 8.00 |
| Mercury | EPA SW-846 7471 | mg/Kg | $ 22.00 |
| Phosphorus | EPA SW-846 6010 | mg/Kg | $ 8.00 |
| Potassium | EPA SW-846 6010 | mg/Kg | $ 8.00 |
| pH | EPA SW-846 9040 | s.u. | $ 8.00 |
| Total Volatile Solids | EPA 160.4 | % | $ 15.00 |
| Total Solids | EPA 160.3 | % | $ 15.00 |
| Ammonia Nitrogen | SM 4500 | Mg/Kg | $ 25.00 |
| Nitrate Nitrogen | EPA 300.0 | Mg/Kg | $ 15.00 |
| Total Nitrogen Kjeldahl (TKN) | EPA 351.3 | Mg/Kg | $ 30.00 |
| Total PCB's | EPA SW-846 | Mg/Kg | $ 60.00 |
| Extraction, Extract Clean Up, Determination 3540 / 3550; 3620 / 3640 / 3650; 8080 | | | $ 0 |
| | | - Total - | $ 310.00 |

25.6 Table E - W.W. Groundwater Group A

| Parameter | Detection | Units | Method | Unit Price |
|---|---|---|---|---|
| Fecal Coliforms | | CFU/100 ml | | $ 60.00 |
| Total Alkalinity | 1 | mg/L CaCO3 | SM 2320 B | $ 15.00 |
| Conductivity | 1 | µmho/cm | EPA 120.1 | $ 8.00 |
| pH | 0.1 | S. U. | EPA150.1 | $ 8.00 |
| Total Dissolved Solids | 10 | mg/L | EPA 160.1 | $ 15.00 |
| Sulfate (SO4) | 2 | mg/L | EPA 300.0 | $ 15.00 |
| Chloride (Cl) | 0.5 | mg/L | EPA 300.0 | $ 15.00 |
| Phosphorus | 0.1 | mg/L | SM 4500-P | $ 30.00 |
| Total Nitrogen Kjeldahl (TKN) | 0.1 | mg/L | EPA 351.3 | $ 30.00 |
| Ammonia Nitrogen (NH3-N) | 0.1 | mg/L | EPA 350.3 | $ 25.00 |
| Nitrate Nitrogen (NO3-N) | 0.1 | mg/L | EPA 300.0 | $ 15.00 |
| Total Organic Carbon | 1 | mg/L | SM 5310 - C | $ 25.00 |

25.7 Table F — WW Groundwater Group B

| Parameter | Detection | Method | Units | Unit Price |
|---|---|---|---|---|
| Cadmium | 0.05 | EPA SW-846 3610 | mg/L | $ 8.00 |
| Copper | 0.05 | EPA SW-846 6010 | mg/L | $ 8.00 |
| Lead | 0.05 | EPA SW-846 6010 | mg/L | $ 8.00 |
| Nickel | 0.05 | EPA SW-846 6010 | mg/L | $ 8.00 |
| Potassium | 0.05 | EPA SW-846 6010 | mg/L | $ 8.00 |
| Zinc | 0.05 | EPA SW-846 6010 | mg/L | $ 8.00 |
| COD | 40 | Hach HB 6010 | mg/L | $ 15.00 |
| Phenolics | 0.005 | EPA 420.1 | mg/L | $ 25.00 |
| TOX | 0.15 | EPA SW-846 9020 | mg/L | $ 70.00 |
| Total PCB's | | EPA SW-846 | mg/L | $ 60.00 |
| Extraction, Extract Clean Up, Determination: 3540 / 3550; 3620 / 3640 / 3650; 8080 | | | | $ 0 |
| | | | - Total - | $ 218.00 |

25.8 Table G – W. W. Metals

| Parameter | Detection | Method | Units | Unit Price |
|---|---|---|---|---|
| Antimony, Total | 0.06 | Meets Detection Limit | mg/L | $ 8.00 |
| Barium, Total | 0.06 | Meets Detection Limit | mg/L | $ 8.00 |
| Lead, Total | 0.06 | Meets Detection Limit | mg/L | $ 8.00 |
| Nickel, Total | 0.06 | Meets Detection Limit | mg/L | $ 8.00 |
| Silicon, Total | 0.5 | Meets Detection Limit | mg/L | $ 8.00 |
| Chromium, Total | 5 | Meets Detection Limit | mg/L | $ 8.00 |
| Copper, Total | 5 | Meets Detection Limit | mg/L | $ 8.00 |
| Mercury, Total | 0.002 | Meets Detection Limit | mg/L | $ 22.00 |
| Arsenic, Total | 1 | Meets Detection Limit | mg/L | $ 8.00 |
| Cadmium, Total | 1 | Meets Detection Limit | mg/L | $ 8.00 |
| Silver, Total | 1 | Meets Detection Limit | mg/L | $ 8.00 |
| | | | - Total - | $ 102.00 |

25.9 Table H – Root Zone Nutrients

| Parameter | Detection | Units | Method | Unit Price |
|---|---|---|---|---|
| pH | 0.1 | S.U. | EPA SW-846 9045 | $ 8.00 |
| Potassium | 100 | mg/kg | EPA SW-846 9045 | $ 8.00 |
| Phosphorus | 5 | mg/kg | EPA SW-846 9045 | $ 8.00 |
| Total Nitrogen | 100 | mg/kg | EPA SW-846 9045 | $ 35.00 |
| Conductivity | 1 | µmho/cm | EPA SW-846 9045 | $ 8.00 |
| Nitrogen, Nitrate Total (as N) | 0.1 | mg/K | 4500-NO3-E | $ 15.00 |
| Nitrogen, Kjeldahl Total (as N) | 0.1 | mg/K | 4500-NH3-F | $ 30.00 |
| | | | - Total - | $ 112.00 |

25.10 Table I - W. W. Priority Pollutants

| Parameter | Detection | Method | Units | Unit Price |
|---|---|---|---|---|
| Aluminum, Total | 20.0 | EPA 200.7 | µg/L | $ $8.00 |
| Antimony, Total | 1.6 | EPA 200.7 | µg/L | $ $8.00 |
| Arsenic, Total | 1.0 | EPA 200.7 | µg/L | $ $8.00 |
| Barium, Total | 1.0 | EPA 200.7 | µg/L | $ $8.00 |
| Beryllium, Total | 1.0 | EPA 200.7 | µg/L | $ $8.00 |
| Cadmium, Total | 1.0 | EPA 200.7 | µg/L | $ $8.00 |
| Chromium, Total | 1.0 | EPA 200.7 | µg/L | $ $8.00 |
| Hex Chromium | 1.0 | EPA 218.4 | µg/L | $ $25.00 |
| Copper, Total | 5.0 | EPA 200.7 | µg/L | $ $8.00 |
| Cyanide, Total | 0.020 | EPA 335.2 | µg/L | $ $25.00 |
| Lead, Total | 1.0 | EPA 200.7 | µg/L | $ $8.00 |
| Manganese, Total | 20.0 | EPA 200.7 | µg/L | $ $8.00 |
| Mercury, Total | 0.002 | EPA 245.1 | µg/L | $ $22.00 |
| Molybdenum, Total | 5.0 | EPA 245.1 | µg/L | $ $8.00 |
| Nickel, Total | 5.0 | EPA 200.7 | µg/L | $ $8.00 |
| Phenol, Total Recoverable | 3.0 | EPA 420.1 | µg/L | $ $25.00 |
| Selenium, Total | 2.0 | EPA 200.7 | µg/L | $ $8.00 |
| Silver, Total | 1.0 | EPA 200.7 | µg/L | $ $8.00 |
| Thallium, Total | 1.0 | EPA 200.7 | µg/L | $ $8.00 |
| Zinc, Total | 10.0 | EPA 200.7 | µg/L | $ $8.00 |
| Acid Digestion, Total Metals | | EPA 200.7 | µg/L | $ 0 |
| Concentrate ICAP Sx 2x Prior to Analysis | | EPA 200.7 | µg/L | $ 0 |
| Extraction Chlorides Pesticides / PCBs<br>Continuous Liquid – Liquid Extraction | | EPA 608 | µg/L | $ 0 |
| Extraction Semi-volatile Compounds<br>Continuous Liquid – Liquid Extraction | | EPA 625 | µg/L | $ 0 |

| Parameter | Method | Detection | Units | Unit Price |
|---|---|---|---|---|
| Pesticides / PCBs (25 Organochlorine) | EPA 608 | 0.01 | µg/L | $ $140.00 |
| Semi-volatile Organics (56) | EPA 625 | 0.50 | µg/L | $ $150.00 |
| Semi-volatile Organics-Non Standard List<br>1,2-Diphenylhydrazine as Azobenzene | EPA 625<br>Modified | 0.50 | µg/L | $ $150.00 |
| Volatile Organics (27) | EPA 624 | 2.0 | µg/L | $ $70.00 |
| Volatile Organics – Non Standard List (2) | EPA 624<br>Modified | 5.0 | µg/L | $ $70.00 |
| | | | - Total - | $ $805.00 |

25.11 Table J – W. T. Metals Group A

| Parameter | Detection | Units | Method | Unit Price |
|---|---|---|---|---|
| Arsenic, Total | 1 | µg/L | Meets Detection Limit | $ $8.00 |
| Barium, Total | 0.06 | mg/L | Meets Detection Limit | $ $8.00 |
| Cadmium, Total | 1 | µg/L | Meets Detection Limit | $ $8.00 |
| Chromium, Total | 5 | µg/L | Meets Detection Limit | $ $8.00 |
| Copper, Total | 5 | µg/L | Meets Detection Limit | $ $8.00 |
| Iron, Total | 0.05 | mg/L | Meets Detection Limit | $ $8.00 |
| | | | - Total - | $ $48.00 |

25.12 Table K – W. T. Metals Group B

| Parameter | Detection | Units | Method | Unit Price |
|---|---|---|---|---|
| Lead, Total | 0.06 | mg/L | Meets Detection Limit | $ $8.00 |
| Manganese, Total | 0.05 | mg/L | Meets Detection Limit | $ $8.00 |
| Mercury, Total | 0.002 | mg/L | Meets Detection Limit | $ $22.00 |
| Selenium, Total | 0.05 | mg/L | Meets Detection Limit | $ $8.00 |
| Silver, Total | 1 | µg/L | Meets Detection Limit | $ $8.00 |
| Zinc, Total | 0.05 | mg/L | Meets Detection Limit | $ $8.00 |
| | | | - Total - | $ $62.00 |

25.13 Table L – W. T. Pesticides / Herbicides

| Parameter | Method | Unit Price |
|---|---|---|
| Herbicides (Method Full List) | SW – 846 8150 | $ $130.00 |
| Pesticides (Method Full List) | EPA 608 | $ $120.00 |
| | - Total - | $ $250.00 |

25.14 Table M – W. T. TTHM

| Parameter | Detection | Units | Method | Unit Price |
|---|---|---|---|---|
| Bromoform | 1.0 | µg/L | EPA 624 | $ ** |
| Chloroform | 1.0 | µg/L | EPA 624 | $ ** |
| Bromodichloromethane | 1.0 | µg/L | EPA 624 | $ ** |
| Dibromochloromethane | 1.0 | µg/L | EPA 624 | $ ** |
| Total Trihalomethanes | 1.0 | µg/L | EPA 624 | $ 70.00 |
| | | | - Total - | $ 70.00 |

** Included with price of Total Trihalomethanes

25.15 Table N – W. T. HAA - 5

| Parameter | Detection | Units | Method | Unit Price |
|---|---|---|---|---|
| Chloroacetic acid | 1.0 | µg/L | SM 6233 | $ ** |
| Dichloroacetic acid | 1.0 | µg/L | SM 6233 | $ ** |
| Trichloroacetic acid | 1.0 | µg/L | SM 6233 | $ ** |
| Bromoacetic acid | 1.0 | µg/L | SM 6233 | $ ** |
| Dibromoacetic acid | 1.0 | µg/L | SM 6233 | $ ** |
| Total regulated Haloacetic acids | 1.0 | µg/L | SM 6233 | $ 200.00 |
| Bromochloroacetic acid | 1.0 | µg/L | SM 6233 | $ ** |
| | | | - Total - | $ 200.00 |

** Included with price of Total regulated Haloacetic acids

25.16 Table O – W. T. TOC

| Parameter | Detection | Units | Method | Unit Price |
|---|---|---|---|---|
| Total Organic Carbon | 0.1 | mg/L | SM 9222 D | $ 25.00 |
| | | | - Total - | $ 25.00 |

25.17 Table OO– W. T.Distribution- Lead & Copper

| Parameter | Detection | Units | Method | Unit Price |
|---|---|---|---|---|
| Lead, Total | 0.00100 | mg/L | E200.8,ICP-MS | $ 9.00 |
| Copper, Total | 0.00100 | mg/L | E200.8,ICP-MS | $ 9.00 |
| | | | - Total - | $ 18.00 |

25.18 Table OOO- W.T. SUVA

| Parameter | Detection | Units | Method | Unit Price |
|---|---|---|---|---|
| Specific Ultraviolet Absorption (SUVA) | 0.01 | L/mg-M | Calculation of results from: SM 5910B (UV254) SM5310D (DOC) | $ 160.00 |

25.19 Table P – W. T. Radionuclides

| Parameter | Detection | Units | Method | Unit Price |
|---|---|---|---|---|
| Radionuclides, Gross α | 1.0 | pCi/L | SM 7110 | $ ** |
| Radionuclides, Gross β | 1.0 | pCi/L | SM 7110 | $ ** |
| Radionuclides, Total | 1.0 | pCi/L | SM 7110 | $ 140.00 |
| | | | - Total - | $ 140.00 |

**Included in price of Radionuclides, Total

25.20 Table Q – W. W. Permit & Process Control

| Parameter | Detection | Units | Method | Unit Price |
|---|---|---|---|---|
| **B.O.D. - 5 | 1.0 | mg/L | SM 5210 B | $ $30.00 |
| C.B.O.D. - 5 | 1.0 | mg/L | SM 5210 A | $ $30.00 |
| ***Total Suspended Solids | 1.0 | mg/L | SM 2540 D | $ $15.00 |
| Volatile Suspended Solids | 1.0 | mg/L | SM 2540 E | $ $15.00 |
| ****Ammonia as Nitrogen | 0.01 | mg/L | SM 4500 NH3 | $ $25.00 |
| Fecal coliform | 1.0 | Cfu/100 ml | SM 9222 | $ $60.00 |
| Chemical Oxygen demand | 5.0 | mg/L | SM 5220 D | $ $15.00 |
| | | | - Total - | $ $1 90.00 |

** BOD5 ANALYSIS PER YEAR 2,120 (some WWTP permits require daily sampling for BOD5)
***TSS ANALYSIS PER YEAR 2,330
**** Ammonia as Nitrogen analysis per year 200

25.21 Table R – W. T. Ion Analysis

| Parameter | Detection | Units | Method | Unit Price |
|---|---|---|---|---|
| Fluoride | Method Low | mg/L | EPA 300.0 | $ $15.00 |
| Bromide | Method Low | mg/L | EPA 300.0 | $ $15.00 |
| Nitrite | Method Low | mg/L | EPA 300.0 | $ $15.00 |
| Nitrate | Method Low | mg/L | EPA 300.0 | $ $15.00 |
| Ortho-Phosphate | Method Low | mg/L | EPA 300.0 | $ $15.00 |
| Sulfate | Method Low | mg/L | EPA 300.0 | $ $15.00 |
| Chloride | Method Low | mg/L | EPA 300.0 | $ $15.00 |
| Sodium | Method Low | mg/L | EPA 300.7 | $ $8.00 |
| Potassium | Method Low | mg/L | EPA 300.7 | $ $8.00 |
| Magnesium | Method Low | mg/L | EPA 300.7 | $ $8.00 |
| Ammonium | Method Low | mg/L | EPA 300.7 | $ $25.00 |
| Calcium | Method Low | mg/L | EPA 300.7 | $ $8.00 |
| | | | - Total - | $ $162.00 |

25.22 Table S – Microbiology

| Parameter | Method | Unit Price |
|---|---|---|
| Total Coliforms | SM 9222 B | $ $60.00 |
| Fecal Coliforms | SM 9222 D | $ $60.00 |
| Chromogenic Substrate Total Coliforms | SM 9223 B (Colilert) | $ $60.00 |
| Fluorogenic Substrate Fecal Coliforms (E. coli) | SM 9223 B (Colilert) | $ $60.00 |
| | - Total- | $ $240.00 |

25.23 Table T – Industrial Pretreatment

| Parameter | Method | Unit Price |
|---|---|---|
| Fats, Oils & Grease (FOG) | SM 9222 B | $ 50.00 |
| TOC (Total Organic Carbon) | SM 9222 D | $ 25.00 |
| TOX (Total Organic Halides) | SM 9223 B | $ 70.00 |
| B-TEX | EPA 602 | $ 35.00 |
| TPH (Total Petroleum Hydrocarbons) | SM 9223 B | $ 40.00 |
| Cyanide | EPA 335.2 | $ 25.00 |
| Phenols | EPA 420.1 | $ 25.00 |
| - Total - | | $ 270.00 |

25.24 Table U – Storm Water Multi-sector General Permit

| Parameter | Detection | Units | Method | Unit Price |
|---|---|---|---|---|
| Arsenic | 0.05 | mg/L | EPA SW-846 6010 | $ 8.00 |
| Barium | 0.05 | mg/L | EPA SW-846 6010 | $ 8.00 |
| Cadmium | 0.05 | mg/L | EPA SW-846 6010 | $ 8.00 |
| Chromium | 0.05 | mg/L | EPA SW-846 6010 | $ 8.00 |
| Copper | 0.05 | mg/L | EPA SW-846 6010 | $ 8.00 |
| Lead | 0.05 | mg/L | EPA SW-846 6010 | $ 8.00 |
| Manganese | 0.05 | mg/L | EPA SW-846 6010 | $ 8.00 |
| Mercury | 0.002 | mg/L | EPA SW-846 6010 | $ 22.00 |
| Nickel | 0.05 | mg/L | EPA SW-846 6010 | $ 8.00 |
| Selenium | 0.05 | mg/L | EPA SW-846 6010 | $ 8.00 |
| Silver | 0.05 | mg/L | EPA SW-846 6010 | $ 8.00 |
| Zinc | 0.05 | mg/L | EPA SW-846 6010 | $ 8.00 |
| | | | - Total - | $ 110.00 |

**26.0 Tab C- Conflict of Interest Disclosure**

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

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

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

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

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

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

CITY OF LAREDO
PURCHASING DIVISION

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

Alex Montoya — Name
Signature
July 16, 2021 — Date

## CONFLICT OF INTEREST QUESTIONNAIRE
**For vendor or other person doing business with local governmental entity**

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

**OFFICE USE ONLY**
Date Received

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

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

Name of Officer

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

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

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

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

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

N/A
Signature of person doing business with the governmental entity

July 6, 202
Date

CITY OF LAREDO
PURCHASING DIVISION

27.0 Tab D

**AFFIDAVIT**

**Project: FY21-082, Analytical lab Services**

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is President of Eurofins Xenco, LLC
(a Partner of officer of the firm of, etc.)

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

Alex Montoya

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 26 day of July 20 21

Notary Public

My commission expires:

07-23-2024

(956) 794-1733 Fax (956) 790-1805 or E-mail cakdape@ci.laredo.tx.us

28.0 Tab E

# City of Laredo
## Discretionary Contracts Disclosure

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

**For details on use of this form, see Section 4.01 if the City's Ethics Code.**
***This is a X New Submission or ___Correction or ___Update to previous submission.**

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

| First | M.I. | Last | Suffix |
|---|---|---|---|
| Alex | | Montoya | |

**2. Contract Information**

a) Contract or Project name(s): FY21__082, Analytical Laboratory Services

b) Originating Department(s): Public Works

**3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. person(s) to be contracted).**

| Name (Print) | Signature | Name (Print) | Signature |
|---|---|---|---|
| Alex Montoya | | | |
| | | | |
| | | | |
| | | | |

**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): Please see attached list

***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: Eurofins Xenco, Houston
Eurofins TestAmerica, Savannah
Eurofins TestAmerica St. Louis
City of Laredo Laboratory

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

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

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

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

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

a) Any individual seeking contract with the city (Question 3)
b) Any owner or officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

☐ List of contributors: _____

**Updates on Contributions Required**

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

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

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

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

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

***Acknowledgements**

☒ **Updates Required**

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

☒ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

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

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

***Oath**

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

| | | |
|---|---|---|
| Alex Montoya | | President |
| Name (Print) | Signature | Title |
| Eurofins Xenco, LLC | | July 16, 2021 |
| 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

eurofins | Environment Testing America

TestAmerica Laboratories, Inc. d/b/a Eurofins TestAmerica

Eurofins Air Toxics, LLC

Eurofins Eaton Analytical, LLC

Eurofins Frontier Global Sciences, LLC

Eurofins Lancaster Laboratories Environment Testing, LLC

Eurofins Calscience, LLC

Eurofins Environment Testing Philadelphia, LLC

Eurofins Environment Testing Northeast, LLC

Eurofins Ana Laboratories, LLC

Eurofins CEI, Inc.

Eurofins EPK Built Environment Testing, LLC

Eurofins Aerotech Built Environment Testing, Inc.

Eurofins J3 Resources, Inc.

Eurofins Xenco, LLC

## 29.0 Tab F – Certificate of Interested Parties (Form 1295)

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

**Implementation of House Bill 1295**

29.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

29.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
- 46.1. Application
- 46.3. Definitions
- 46.5. Disclosure of Interested Parties Form

Eurofins Xenco will provide upon contract award

CITY OF LAREDO
PURCHASING DIVISION

## CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

**********Form does not need to be notarized*******

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Consent Agenda 61.**

**SUBJECT**
Authorizing the City Manager to enter into a contract with Castle Engineering & Testing, LLC in the amount of $102,550.00 for the construction material testing for the tunnel from Zacate Creek WWTP to Chacon Creek Project. Funding is available in the Sewer System Fund- 2022 Sewer Revenue Bond.

**PREVIOUS COUNCIL ACTION**
On September 6, 2022 City Council approved the construction contract for the Tunnel from Zacate Creek WWTP to Chacon Creek Project with BRH Garver in the amount of $39,599,931.00.

**BACKGROUND**
A takeover agreement was entered into with the City of Laredo and Markel Insurance Company on May 29, 2024. Notice to Proceed will be issued on August 1, 2024 for the construction of the Tunnel from Zacate Creek WWTP to Chacon Creek Project in the amount of $31,649,730.29. This total accounts for credits from previous payments to BRH Garver and deducts in the original award contract amount.

**COMMITTEE RECOMMENDATION**
None.

**STAFF RECOMMENDATION**
Approval of motion.

**Fiscal Impact**

| | |
|---|---|
| Fiscal Year: | 2024 |
| Budgeted Y/N?: | Y |
| Source of Funds: | 2022 Sewer Revenue Bond |
| Account #: | 559-9879-535-9301 |
| Change Order: Exceeds 25% Y/N: | No |

**FINANCIAL IMPACT:**
Funding is available in the 2022 Sewer System Fund- 2022 Sewer Revenue Bond.
Account 559-9879-535-9301 Project SW1818

July 18, 2024

Mr. Arturo Garcia, Jr. P.E.
Utilities Director
City of Laredo – Utilities Department
5816 Daugherty Avenue
Laredo, Texas 78041

P: 956.721.2000
F: 956.721.2001
E: agarcia10@ci.laredo.tx.us

**Re: Proposal for Construction Materials Engineering and Testing Services**
**42" Gravity Interceptor from**
**Zacate Creek WWTP to Chacon Creek**
**Laredo, Webb County, Texas**
**Part I - CET Proposal No.: M24019**

Dear Mr. Garcia:

Castle Engineering & Testing, LLC (CET) is pleased to express our interest in providing construction materials engineering and testing services for the referenced project and offer the following proposal for your consideration. *We understand that we have been chosen to provide these services for this publicly funded project. Therefore, by providing cost information we are not in violation of the Texas Professional Service Procurement Act.* This proposal consists of two parts: Part I–Proposal–Scope of Services and Estimated Cost of Services; Part II–Terms and Conditions (Attached). The following sections outline our understanding of the project and provide a description of the tasks to be performed.

## SCOPE OF SERVICES

Our understanding of the required construction materials engineering and testing services for this project is based upon information provided by you or your designated representative. Our scope of services will include, but may not be limited to testing and observations in the following categories as scheduled: Earthwork/Soils Testing, Concrete Sampling/Testing, and Asphaltic Concrete Testing.

- Services will be performed in a manner consistent with the level of care and skill ordinarily expected by members of the profession currently practicing under similar circumstances. No warranty, expressed, or implied, is made.

- Field services will be provided on a "call-out" basis when scheduled by your authorized representative. A minimum of 24 hours notice is required to schedule our services, *although we will attempt to meet requests in a short time frame.*

## ESTIMATED COST OF SERVICES

Our not-to-exceed without written approval price for providing the above scope of services is **$102,550.00** as shown on the following cost summary. Please recognize that this is an estimate only based on the quantity of tests indicated in the breakdown provided below. If these quantities are exceeded at the request of the contractor and written authorized by the client, additional fees will apply. However, we will keep you informed throughout the progress of the project and notify you of the budget conditions.

| Earthwork/Soils Testing | Quantity | Unit Rate | Total |
|---|---|---|---|
| | | | |
| Moisture Density Relationship for Soils (Proctor)<br>Includes Sample Pick-Up, Lab Tech Time and Report | 15 | $300.00 | $4,500.00 |
| Moisture Density Relationship for Base (Proctor)<br>Includes Sample Pick-Up, Lab Tech Time and Report | 2 | $400.00 | $800.00 |
| Liquid Limit, Plastic Limit and Plasticity Index<br>Includes Lab Tech Time and Report | 17 | $150.00 | $2,550.00 |
| Material Finer Than the No. 200 Sieve<br>Includes Lab Tech Time and Report | 17 | $100.00 | $1,700.00 |
| Wet Ball Mill Test<br>Includes Lab Tech Time and Report | 2 | $425.00 | $850.00 |
| Gradation/Sieve Analysis (Caliche/FlexBase)<br>Includes Lab Tech Time and Report | 2 | $200.00 | $400.00 |
| Gradation/Sieve Analysis<br>(3/8" Pea Gravel/Zero P.I. Sand)<br>Includes Lab Tech Time and Report | 5 | $200.00 | $1,000.00 |
| In-place Field Density Tests<br>Minimum Charge Four (4) Tests Per Trip<br>Includes Trip Charge, Field Tech Time and Report | 1,460 | $50.00 | $73,000.00 |
| | | **Subtotal** | **$84,800.00** |

| Concrete Sampling/Testing | Quantity | Unit Rate | Total |
|---|---|---|---|
| | | | |
| Compression Strength of Concrete Cylinders<br>(Sets of Four (4) Cylinders)<br>Includes Trip Charge, Field Tech Time, Temperature Reading, Slump, Molding/Testing and Report | 25 | $300.00 | $7,500.00 |
| | | **Subtotal** | **$7,500.00** |

| Asphaltic Concrete Testing | Quantity | Unit Rate | Total |
|---|---|---|---|
| | | | |
| Roller Pattern Determination (Hourly)<br>Includes Field Tech to Observe Compaction Techniques During HMAC Placement Using Nuclear Gauge and Report | 40 | $100.00 | $4,000.00 |
| In-place Field Density Tests<br>Minimum Charge Four (4) Tests Per Trip<br>Includes Field Tech Time and Report | 50 | $50.00 | $2,500.00 |
| Testing of Batched Asphaltic Concrete<br>Includes Lab Tech Time, Sample Preparation, Gradation and Extraction, Mixing and Molding of Specimens, Specific Gravity, Laboratory Density and Report | 5 | $750.00 | $3,750.00 |
| | | **Subtotal** | **$10,250.00** |

| **Total Budget Estimate** | **$102,550.00** |
|---|---|

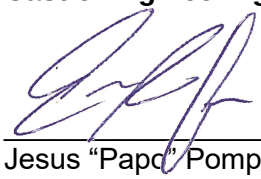
**Reporting and Distribution**

Field test results will be reported to your on-site representative at the time of testing, and written reports of the tests performed will be submitted to your attention. Reports can be distributed electronically upon request. Please provide us with a list of those whom you would like to receive testing results.

We appreciate the opportunity of providing our services for this project. If you have questions regarding this proposal or if we may be of further assistance, please contact our office.

Sincerely,

**Castle Engineering & Testing, LLC**



**For** Jesus "Papo" Pompa
Vice President

ERJ-M24019

**City of Laredo:**

_____
Mr. Arturo Garcia, Jr. P.E.
Utilities Director

**Approved by:**

_____
Mr. Joseph W. Neeb
City Manager

**Attest:**

_____
Mr. Mario I Maldonado, Jr.
City Secretary

**Approved as to Form:**

_____
Mr. Doanh "Zone" T. Nguyen
City Attorney

**CASTLE ENGINEERING & TESTING, LLC**
**PROFESSIONAL SERVICES AGREEMENT**
**PART II - TERMS AND CONDITIONS**

WHEREAS: This Professional Services Agreement is made and entered into between **City of Laredo – Utilities Department (**"Client") and **Castle Engineering & Testing, LLC** ("Engineer") a Texas corporation. This Agreement consists of two parts: **Part I** Proposal - Scope of Services and Compensation, **Part II** – Terms and Conditions.

**ARTICLE 1: PROFESSIONAL SERVICES**

1.1 **Services**. In connection with the property described in the Proposal, Engineer shall render the professional services ("Services") for the project described in the Proposal as outlined in the Proposal and any Amendments.

1.2 **Agreement**. The Professional Services Agreement includes the Proposal dated **January 10, 2024,** and these Terms and Conditions (collectively, the "Agreement").

**ARTICLE 2: PROPOSALS**

2.1 **Scope**. The Proposal(s) shall identify the specific scope of Services to be performed and the amount and type of compensation for the specific services.

2.2 **Acceptance of Agreement**. Client shall authorize and Engineer shall commence work upon Engineer's receipt of the properly executed and signed Proposal(s), as may amended from time to time. If the Agreement is not executed by Client within thirty (30) days of the date tendered, it shall become invalid unless: (1) Engineer extends the time in writing; or (2) at the sole option of Engineer, Engineer accepts Client's oral authorization to proceed with the services, in which event the terms of the oral authorization shall be presumed to include all the terms of this Agreement. Engineer's performance of the services under the oral authorization shall be in reliance on the inclusion of all the terms of this Agreement in the oral authorization.

**ARTICLE 3: CHANGES**

3.1 **Changes**. The Engineer and Client may at any time, by written amendment, make changes within the general scope of individual Proposal(s) or relating to services to be performed. If such changes cause an increase or decrease in the Engineer's cost of, or time required for, performance of any services under individual Proposals, an equitable adjustment shall be made and reflected in a properly executed Amendment.

3.2 **Regulatory Changes**. In the event that there are modifications or additions to regulatory requirements relating to the services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the services provided for in this Agreement and subsequent Proposals shall be reflected in an appropriate Proposal Amendment.

**ARTICLE 4: THE TERM**

4.1 **Term**. Engineer shall be retained by Client as of the date Client executes the attached Proposal until the Services have been fully performed or until the Engineer's Services are terminated under provisions of the Agreement. Engineer will pursue completion of Services in accordance with the timely completion specified in the Proposal and any amendments thereto. Engineer shall not be liable or responsible for any delays caused by circumstances beyond Engineer's control.

**ARTICLE 5: DUTIES**

5.1 **Access**. Client will provide Engineer with access to the Property or to any other site as required by Engineer for performance of the Services.

5.2 **Client-furnished Data**. Client shall provide all criteria and full information as to Client's requirements for the Project, designate a person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Engineer's submissions, and give prompt written notice to Engineer whenever he observes or otherwise becomes aware of any defect in the work.

Client shall also do the following and pay all costs incident thereto: Furnish to Engineer core borings, probings and subsurface exploration, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements, and any other information previously made available to the Client, which may be required by Engineer, all of which Engineer may rely upon in performing its Services.

Client shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of contractor(s)' applications for payment, and any inspection services to determine if contractor(s) are performing the work.

5.3 **Other Information**. Engineer will rely upon commonly used sources of data, including database searches and agency contacts. Engineer does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

5.4. **Ownership of Documents**. All designs, drawings, specifications, documents, and other work products of the engineer, whether in hard copy or electronic form, are instruments of service for the services and are owned by the Engineer regardless of whether or not services are completed. Reuse, change or alteration by the client or by others acting through or on behalf of the client is not permitted without the written consent of Engineer. ANY REUSE, CHANGE OR ALTERATION BY THE CLIENT OR THIRD PARTIES IS AT THEIR OWN RISK AND CLIENT AGREES TO HOLD HARMLESS AND INDEMNIFY THE ENGINEER, ITS OFFICERS, PARTNERS, EMPLOYEES, AND SUBCONTRACTORS FROM ALL CLAIMS, DAMAGES, LOSSES, EXPENSES AND COSTS (INCLUDING ATTORNEYS' FEES), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR ENGINEER'S ALLEGED NEGLIGENCE, ARISING OUT OF OR RELATED TO SUCH AUTHORIZED OR UNAUTHORIZED REUSE, CHANGE OR ALTERATION.

5.5. **Reporting Obligations**. Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Engineer from providing any notices or reports that it may be required by law to give to governmental entities.

5.6 **Laboratory Services**. In performing services, Engineer may make use of an independent testing laboratory. Engineer will not, and Client shall not rely upon Engineer to, check the quality or accuracy of the testing laboratory's services.

5.7. **Changed Conditions**. The Client shall rely on the Engineer's judgment as to the continued adequacy of the Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Engineer. Should Engineer call for contract renegotiation, the Engineer shall identify the changed conditions necessitating renegotiation and the Engineer and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If the terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

5.8 **Site Visit**. All conclusions, opinions and recommendations will be based upon site conditions at the Property as they existed at the time of Engineer's site visit. Any report should not be relied upon to represent conditions at a later date.

5.9 **Opinions of Cost**. Should Engineer provide any cost opinions, it is understood that those opinions are based on the experience and judgment of Engineer and are merely opinions. Engineer does not warrant that actual costs will not vary from those opinions because, among other things, Engineer has no control over market conditions.

5.10 **Construction Observation**. If construction phase services are included in the Services, the Engineer shall periodically visit the Project during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous Project review and observation services. The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s).

5.11 **Permits**. Client is responsible for obtaining and complying with all required permits or other approvals of, and for giving any required notices to, all governmental and quasi-governmental authorities having jurisdiction over the Services or the Property. Before Engineer performs the Services, Client will provide Engineer evidence satisfactory to Engineer that all required permits or other approvals have been obtained and that all required notices have been given. Client will provide to Engineer copies of any such permits or any such notices, together with any other relevant information that will alert Engineer to the requirements of such permits, approvals, or notifications.

**ARTICLE 6: COMPENSATION OF SERVICES**

6.1 **Compensation of Services**. Engineer's compensation for services shall be set forth in individual Proposal.

6.2 **Compensation**. Client agrees to pay Engineer for Services in accordance with the Agreement. Expenses directly related to these Services, including reproduction, out of town travel, long distance telephone bill, express mail, special deliveries and subcontractor expenses shall include a ten percent (10%) markup on cost.

6.3 **Payments**. Engineer will invoice Client monthly in accordance with the terms and conditions of the Proposal, and amendment(s) for Services and reimbursables. Client agrees to promptly pay Engineer at its office at **3302 Cuatro Vientos Drive, Suite No. 12, Laredo, Texas 78046** the full amount of each such invoice upon receipt. In no event shall Engineer's failure to bill monthly constitute default under the terms and conditions of this Agreement.

6.4 **Sales and Use Tax**. Effective July 1, 1991, State, City and MTA Sales Tax of 8.25 % must be collected on Surveying Fees for the establishment of Real Property Boundaries and determining the location of structures or improvements in relation to the boundaries. Charges for prints and reproductions are also subject to the 8.25:% Sales Tax. In the event subsequent taxes are levied by Federal, State, or Local authorities, relating to the services in writing and such modifications as are required shall be made a part of this Agreement.

6.5 **Right to Stop Performance**. If Client does not pay any amount due to Engineer within thirty (30) days after the invoice date, or within five (5) days of payment by Owner, Engineer may, upon three (3) additional days verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.

6.6 **Attorney's Fees**. In the event Engineers' invoices for Services are given to any attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then Client shall pay Engineer all cost of collection, including the maximum attorney's fees allowed by law and court costs, in addition to other amounts due.

6.7 **Late Charges and Insufficient Funds Fee**: If Castle Engineering And Testing, L.L.C. has not received the full amount of any monthly payment due from Client within five (5) days after its due date, then the Client agrees that said Client shall pay a late charge in the amount of **one and a half percent (1.5%)** of the Monthly Payment Amount that is due. If Castle Engineering And Testing, L.L.C. receives a payment by check or instrument from the Client that is refused or returned by any issuer, bank, financial institution or intermediary institution for any reason, then the Client agrees that said Client shall pay an insufficient funds fee ("NSF Fee") to Castle Engineering And Testing, L.L.C. in the amount of $40 for each and every individual instrument, negotiable instrument, check and/or draft that is so refused or returned.

**ARTICLE 7: TERMINATION OF SERVICES**

7.1 **Termination**. This Agreement may be terminated without cause at any time prior to completion of Engineer's services, either by Client or by Engineer, upon seven (7) days written notice to the other at the address of record. Upon receipt of written notice from Client to discontinue work, the Engineer shall discontinue work under this Agreement. Such termination shall release Engineer from any further obligation to provide Services to Client on this Agreement, but all obligations of Client shall continue. In the event Client terminates the Agreement based on Client's reasonable opinion the Engineer has failed or refused to prosecute the work efficiently, promptly or with diligence, the Engineer shall have ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement or Proposal(s).

Client waives any and all claims it has against Engineer arising out of termination of this Agreement by Engineer. Client waives any and all claims, causes of action, or damages that it has or may have against Engineer for failure to perform further services under this or any other Agreement with Client.

7.2 **Compensation in Event of Termination**. Upon termination by either Client or Engineer, Client shall pay Engineer with respect to all contracted Services rendered and expenses incurred before termination an amount fixed by applying the Engineer's standard hourly rates, in force at the time of termination, to all Services performed to date, in addition to termination settlement costs the Engineer reasonably incurs relating to commitments which had become firm before the termination.

**ARTICLE 8: RELATIONSHIP OF PARTIES**

8.1 **Independent Contractor**. It is understood that the relationship of Engineer to Client shall be that of an independent contractor. Neither Engineer nor employees of Engineer shall be deemed to be employees of Client.

**ARTICLE 9: LIMITATION OF LIABILITY**

9.1 **Limitation of Liability**. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF ENGINEER, ITS EMPLOYEES, OFFICERS, SUBCONSULTANTS AND SUBCONTRACTORS, TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER FROM ANY CAUSE OR CAUSES, INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR ERRORS OR OMISSIONS SHALL NOT EXCEED THE ENGINEER'S TOTAL FEE. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED DUE TO THE FAULT OF THE OTHER PARTY, REGARDLESS OF THE NATURE OF THIS FAULT OR WHETHER IT WAS COMMITTED BY THE CLIENT OR BY ENGINEER, THEIR EMPLOYEES, AGENTS, SUBCONSULTANTS, OR SUBCONTRACTORS. CONSEQUENTIAL DAMAGES INCLUDE BUT ARE NOT LIMITED TO, LOSS OF USE AND LOSS OF PROFIT.

9.2 **No Certification.** Engineer shall not be required to sign any documents, no matter by who requested that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain. The Client also agrees not to make resolution of any dispute with Engineer or payments of any amount due to Engineer in any way contingent upon Engineer's signing any such certification.

9.3 **Asbestos or Hazardous Materials**. It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the Property, or should it become known in any way that such materials may be present at the Property or any adjacent areas that may affect the performance of Engineer's Services, Engineer may, at its option and without liability for consequential or other damages, suspend performance of Services on the Project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials and warrant that the Property is in full compliance with applicable laws and regulations.

9.4 **Delays**. Engineer is not responsible for delays caused by factors beyond Engineer's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Engineer's Services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Engineer's reasonable control occur, the Client agrees Engineer is not responsible for damages, nor shall Engineer be deemed to be in default of this Agreement. In the event such delay exceeds ninety (90) days, Engineer shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation. In the event Engineer is delayed by the Client and such delay exceeds thirty (30) days, Engineer shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

9.5 **Project Enhancement**. If, due to Engineer's error or omission, any required item or component of the Project is omitted from Engineer's documents, Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Engineer be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

**ARTICLE 10: MISCELLANEOUS**

10.1 **Entire Agreement**. The Agreement contains the entire agreement between Engineer and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by written document executed by both parties.

10.2 **Modifications**. No one has authority to make variations in, or additions to, the terms of this Agreement on behalf of Engineer other than one of its officers, and then only in writing signed by him.

10.3 **Governing Law**. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10.4 **Venue**. Engineer and Client agree that the services will be performed or partially performed in Webb County, Texas, and the venue of any action under the Agreement shall be exclusively in Webb County, Texas.

10.5 **Severability**. If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable

provision is not a party hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.6 **Construction of Agreements**. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

10.7 **Successor and Assigns**. Client, for himself and partners, if any, and Engineer, for itself, each binds himself or itself and its successors, executors, administrators and assigns to the other party to this Agreement and to partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither Client nor Engineer shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than Client and Engineer. Client's representative signing below warrants that he or she has full authority to bind Client to this Agreement and further warrants that Client has an ownership interest in the real property that is part of the Project. Client's representative signing below agrees to indemnify, save, and hold Engineer harmless for any and all claims, causes of action, and damages that may arise against Engineer if the representations contained in this Paragraph are not correct.

Nothing in the Agreement restricts Engineer's ability to hire subcontractor in connection with the Services. The Services and any report prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other person. Only Client may rely upon the Agreement and the Services, unless the Engineer gives Client prior and specific written approval.

10.8 **Dispute Resolution**. Any claim, dispute or other matter in question arising out of or related to the Agreement of the Services provided thereunder shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve all disputes by mediation. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

10.9 **Mediation**. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include similar mediation provisions in all agreements with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.10 **No Warranty**. Engineer makes no warranty, either expressed or implied, as to Engineer's findings, recommendations, drawings, specifications, or professional advice. Any warranties or guarantees contained in any purchase orders, certifications, requisitions, or notices to proceed issued by the Client are specifically objected to and excluded. Client recognizes that neither Engineer nor any of Engineer's subconsultants or subcontractors owes any fiduciary responsibility to Client.

10.11 **Survival of Provisions**. Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Engineer and of Client which would otherwise survive termination of the Services.

**Engineer: Castle Engineering & Testing, LLC**

Name:_____
**For** Mr. Jesus "Papo" Pompa
Vice President

Date: 07/18/2024

**Client: City of Laredo – Utilities Department**

Name:_____
Mr. Arturo Garcia, Jr. P.E.
Utilities Director

Date: _____

Proposal No. M24019

# City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

## City Council

**Meeting Date:** 8/5/2024 **Staff Report 62.**

## City Council

**Meeting Date:** 8/5/2024 **Staff Report 63.**

**SUBJECT**
Presentation with possible action to adopt the update to the Tax Increment Reinvestment Zone (TIRZ) #1 Project and Reinvestment Zone Finance Plan.

**PREVIOUS COUNCIL ACTION**
N/A

**BACKGROUND**
N/A

**COMMITTEE RECOMMENDATION**
N/A

**STAFF RECOMMENDATION**
N/A

### Fiscal Impact

| | |
|---|---|
| Fiscal Year: | N/A |
| Budgeted Y/N?: | N |
| Source of Funds: | N/A |
| Account #: | N/A |
| Change Order: Exceeds 25% Y/N: | N/A |

**FINANCIAL IMPACT:**
N/A

## City Council

**Meeting Date:** 8/5/2024 **Staff Report 64.**

# City of Laredo

1110 HOUSTON STREET
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## City Council

**Meeting Date:** 8/5/2024 **Council Item**

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## City Council

**Meeting Date:** 8/5/2024 **Consent Agenda**

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**Meeting Date:** 8/5/2024 **Council Item**

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**Meeting Date:** 8/5/2024 **Council Item**