



**City of Laredo
Purchasing Division
RENEWAL NOTICE**

February 26, 2024

Mr. Cesar Lombrana
Emperor Services, LLC.
107 North Avenue
Laredo, Texas 78045

Re: FY21-078 Public Works Materials
Extension III

Dear Mr. Lombrana,

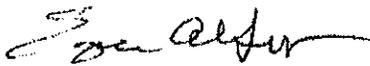
This is to inform you that contract FY21-078 which was approved by the City Council on July 26, 2021 is up for renewal. This is the last extension period for this contract. Please advise if wish to renew this contract.

Contract Pricing

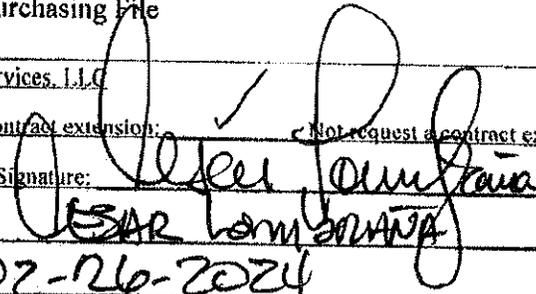
<u>Description</u>	<u>Unit Price/Ton</u>
Gravel delivered to Public Works & Utilities Job Site	\$ 33.00
Gravel picked up by City Trucks	\$ 14.00
3/8" Pea Gravel picked up by City Trucks	\$ 20.00
3/8" Pea Gravel delivered to Public Works & Utilities Job Site	\$ 20.00 33.00 <i>OK 2/26/24</i>
Flexible Base-Caliche delivered to Public Works & Utilities Job Site	\$ 18.15
Flexible Base-Caliche picked up by City Trucks	\$ 8.49

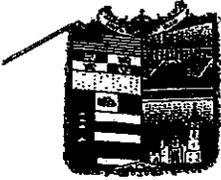
If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1733.

Sincerely,


Enrique Aldape III
Interim Purchasing Agent

Xc: Purchasing File

Emperor Services, LLC	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: 	
Print Name: CESAR LOMBRANA	
Date: 02-26-2024	



**City of Laredo
Purchasing Division
RENEWAL NOTICE**

February 26, 2024

Mr. Juan Molina Jr.
La Flecha Materials
5799 Highway 359
Laredo, Texas 78043

Re: FY21-078 Red Top Soil & Fill Dirt
Extension III

Dear Mr. Molina,

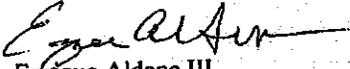
This is to inform you that contract FY21-078 which was approved by City Council on July 26, 2021 is up for renewal. This is the last extension period for this contract. Please advise if you wish to renew this contract.

Contract Pricing

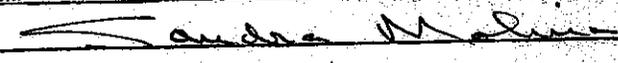
<u>Description</u>	<u>Unit Price</u>	
Red Top Soil Job Site Delivery	\$ 32.00	# 39.00
Fill Dirt Job Site Delivery	\$ 28.00	# 26.00
Delivery Charge	\$ 60.00	SAME

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,


Enrique Aldape III
Interim Purchasing Agent

Xc: Purchasing File

La Flecha Materials	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: _____	
Print Name: _____	SANDRA Molina
Date: _____	Feb 28, 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**

June 6, 2023

Mr. Cesar Lombrana
Emperor Services, LLC.
107 North Avenue
Laredo, Texas 78045

Re: FY21-078 Public Works Materials
Extension II

Dear Mr. Lombrana,

This is to inform you that contract renewal for FY21-078 was approved by the City Council on June 5, 2023. The term of this contract shall be for a period of one year. This is the second of three extension periods.

Contract Pricing

<u>Description</u>	<u>Unit Price/Ton</u>
Gravel delivered to Public Works & Utilities Job Site	\$ 33.00
Gravel picked up by City Trucks	\$ 14.00
3/8" Pea Gravel picked up by City Trucks	\$ 20.00
3/8" Pea Gravel delivered to Public Works & Utilities Job Site	\$ 20.00
Flexible Base-Caliche delivered to Public Works & Utilities Job Site	\$ 18.15
Flexible Base-Caliche picked up by City Trucks	\$ 8.49

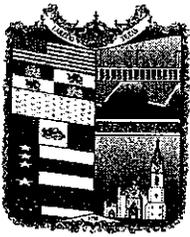
As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

A handwritten signature in black ink, appearing to read 'Miguel A. Pescador'.

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File



City of Laredo
Purchasing Division
LETTER OF AWARD

June 6, 2023

Mr. Juan Molina Jr.
La Flecha Materials
5799 Highway 359
Laredo, Texas 78043

Re: FY21-078 Red Top Soil & Fill Dirt
Extension II

Dear Mr. Molina,

This is to inform you that contract renewal for FY21-078 was approved by City Council on June 6, 2022. The term of this contract shall be for a period of one year. This is the second of three extension periods.

Contract Pricing

<u>Description</u>	<u>Unit Price</u>
Red Top Soil Job Site Delivery	\$ 38.00
Fill Dirt Job Site Delivery	\$ 20.00
Delivery Charge	\$ 60.00

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,

A handwritten signature in black ink, appearing to read "M. A. Pescador".

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular

Meeting Date: 06/05/2023

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: John Orfila Jr., Public Works Director, Arturo Garcia Jr., P.E. Utilities Department Director, Interim Finance Director, Jose F. Castillo, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew annual supply contract number FY21-078 with the following vendors:

1) Emperor Services LLC, Laredo, Texas in an amount up to \$500,000.00 for the purchase of:

- a. Gravel delivered to Public Works and Utilities Job Site - \$33.00/Cubic Yard;
- b. Gravel picked up by City Trucks - \$14.00/Cubic Yard;
- c. 3/8" Pea Gravel picked up by City Trucks - \$20.00/ton;
- d. 3/8" Pea Gravel delivered to Public Works and Utilities Job Site- \$20.00/ton;
- e. Flexible Base-Caliche delivered to Public Works and Utilities Job Site- \$18.15/Cubic Yard;
- f. Flexible Base-Caliche picked up by City Trucks - \$8.49/Cubic Yard;

2) Flecha Materials, Laredo, Texas in an amount up to \$70,000.00 for the purchase of:

- a. Red Top Soil Job Site Delivery - \$38.00/Cubic Yard w/\$60.00 delivery charge;
- b. Fill Dirt Job Site Delivery - \$20.00/Cubic Yard w/\$60.00 delivery charge.

This contract is for the purchase of materials required for all city paving and construction projects. The term of this contract shall be for a period of one year beginning as of the date of its execution. The contract may be extended for one additional one year period, each upon mutual agreement of the parties and contingent upon future funding appropriations. There was no price increase submitted during the last extension period by Emperor Services. Flecha Materials submitted an average 13.2% price increase during the last extension period due to a cost increase in materials. All materials are purchased on an as needed basis and funding is available

in the Public Works Department, Utilities Department, Parks & Recreation Department, and various construction project budgets through General Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one-year contract 6/06/22.

BACKGROUND

This contract establishes pricing for the purchase of materials used in street paving, street reconstruction, and general repair projects for all City Departments. Bid pricing is F.O.B. job site delivery of materials and F.O.B picked up by City Trucks at the material provider's plant. Due to a price increase in materials, there was an average 13.2% price increase submitted by Flecha Materials during the last extension period. Emperor Services submitted no price increases.

The term of this contract shall be for a period of one year beginning as of the date of its execution. The contract may be extended for one, additional one 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 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.

Current Pricing:

	Emperor Services
Description	Current Unit Price
Gravel Delivered to Public Works & Utilities Job Site	\$33.00
Gravel Picked up by City Trucks	\$14.00
3/8" Pea Gravel Picked up by City Trucks	\$20.00

3/8" Pea Gravel Delivered to Public Works & Utilities Job Site		\$20.00
Flexible Base- Caliche Delivered to Public Works & Utilities Job Site		\$18.15
Flexible Base-Caliche picked up by City Trucks		\$8.49
	Flecha Materials	
Description	Old Unit Price	Current Unit Price
Red Top Soil Job Site Delivery	\$35.00 CU/Yard W/ \$60.00 Delivery Charge	\$38.00 CU/Yard W/\$60.00 Delivery Charge
Fill Dirt Job Site Delivery	\$17.00 CU/Yard W/ \$60.00 Delivery Charge	\$20.00 CU/Yard W/ \$60.00 Delivery Charge

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year: 2023

Budgeted Y/N?: Yes

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

These materials are use by city departments required for all city paving, repair and construction projects. 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

FY21-078 Bid Tab
Contracts FY21-078



**City of Laredo
Purchasing Division
RENEWAL NOTICE**

May 19, 2023

Mr. Cesar Lombrana
Emperor Services, LLC.
107 North Avenue
Laredo, Texas 78045

Re: FY21-078 Public Works Materials
Extension II

Dear Mr. Lombrana,

This is to inform you that contract FY21-078 which was approved by the City Council on July 26, 2021 is up for renewal. This is the second of three extension periods. Please advise if wish to renew this contract.

Contract Pricing

Description	Unit Price/Ton
Gravel delivered to Public Works & Utilities Job Site	\$ 33.00
Gravel picked up by City Trucks	\$ 14.00
3/8" Pea Gravel picked up by City Trucks	\$ 20.00
3/8" Pea Gravel delivered to Public Works & Utilities Job Site	\$ 20.00
Flexible Base-Caliche delivered to Public Works & Utilities Job Site	\$ 18.15
Flexible Base-Caliche picked up by City Trucks	\$ 8.49

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Emperor Services, LLC	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: <i>Cesar Lombrana</i>	_____
Print Name: <i>CEGAR Lombrana</i>	_____
Date: <i>05-23-23</i>	_____

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1733 Fax 790-1805



**City of Laredo
Purchasing Division
RENEWAL NOTICE**

May 19, 2023

Mr. Juan Molina Jr.
La Flecha Materials
5799 Highway 359
Laredo, Texas 78043

Re: FY21-078 Red Top Soil & Fill Job
Extension II

Dear Mr. Molina:

This is to inform you that contract FY21-078 which was originally awarded to you on 05/19/2021 is up for renewal. This is the second time you have been awarded this contract and you have renewed this contract.

Contract Pricing:

Description	Unit Price	Quantity	Total Price
Red Top Soil Job Site Delivery	1.25	1000	1250.00
Fill Job Site Delivery	1.25	1000	1250.00
Delivery Charge	0.50	1000	500.00

If there are any questions regarding this contract, please call the Purchasing Division at (956) 741-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

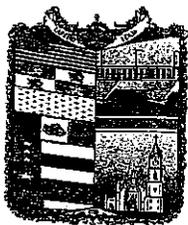
La Flecha Materials

Request a contract extension: Yes No (If Yes, complete extension)

Authorized Signature:

Print Name: Juan Manuel Molina Jr.

Date: 5/23/2023



**City of Laredo
Purchasing Division
LETTER OF AWARD**

June 7, 2022

Mr. Juan Molina Jr.
La Flecha Materials
5799 Highway 359
Laredo, Texas 78043

Re: FY21-078 Red Top Soil & Fill Dirt
Extension I

Dear Mr. Molina,

This is to inform you that contract renewal for FY21-078 was approved by City Council on June 6, 2022. The term of this contract shall be for a period of one year. This is the first of three extension periods.

Contract Pricing

<u>Description</u>	<u>Unit Price</u>
Red Top Soil Job Site Delivery	\$ 35.00
Fill Dirt Job Site Delivery	\$ 17.00
Delivery Charge	\$ 60.00

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

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).



**City of Laredo
Purchasing Division
LETTER OF AWARD**

June 7, 2022

Mr. Cesar Lombrana
Emperor Services, LLC.
107 North Avenue
Laredo, Texas 78045

Re: FY21-078 Public Works Materials
Extension I

Dear Mr. Lombrana,

This is to inform you that contract renewal for FY21-078 was approved by the City Council on June 6, 2022. The term of this contract shall be for a period of one year. This is the first of three extension periods.

Contract Pricing

<u>Description</u>	<u>Unit Price/Ton</u>
Gravel delivered to Public Works & Utilities Job Site	\$ 33.00
Gravel picked up by City Trucks	\$ 14.00
3/8" Pea Gravel picked up by City Trucks	\$ 20.00
3/8" Pea Gravel delivered to Public Works & Utilities Job Site	\$ 20.00
Flexible Base-Caliche delivered to Public Works & Utilities Job Site	\$ 18.15
Flexible Base-Caliche picked up by City Trucks	\$ 8.49

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

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 Phone (956)794-1733 Fax 790-1805

City Council-Regular

Meeting Date: 06/06/2022

Initiated By: Riazul Mia, Assistant City
Manager

Staff Source: John Orfila Jr., Public Works Director, Arturo Garcia Jr., P.E. Utilities
Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew annual supply contract number FY21-078 with the following vendors:

1) Emperor Services LLC, Laredo, Texas in an amount up to \$500,000.00 for the purchase of:

- a. Gravel delivered to Public Works and Utilities Job Site - \$33.00/Cubic Yard;
- b. Gravel picked up by City Trucks - \$14.00/Cubic Yard;
- c. 3/8" Pea Gravel picked up by City Trucks - \$20.00/ton;
- d. 3/8" Pea Gravel delivered to Public Works and Utilities Job Site- \$20.00/ton;
- e. Flexible Base-Caliche delivered to Public Works and Utilities Job Site- \$18.15/ Cubic Yard;
- f. Flexible Base-Caliche picked up by City Trucks - \$ 8.49/Cubic Yard;

2) Flecha Materials, Laredo, Texas in an amount up to \$ 70,000.00 for the purchase of:

- a. Red Top Soil Job Site Delivery - \$35.00/Cubic Yard w/\$60.00 delivery charge;
- b. Fill Dirt Job Site Delivery - \$17.00/Cubic Yard w/\$60.00 delivery charge.

This contract is for the purchase of materials required for all city paving and construction projects. 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 (2) additional one (1) year periods, each upon mutual agreement of the parties and contingent upon future funding appropriations. Due to a price increase in fuel, there were price increase submitted by Emperor Services and Flecha Materials during the last extension period. All materials are purchased on an as needed basis and funding is available in the Public Works Department, Utilities Department, Parks & Recreation Department, and various

construction project budgets through general funds.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one-year contract 7/26/21.

BACKGROUND

This contract establishes pricing for the purchase of materials used in street paving, street reconstruction, and general repair projects for all City Departments. Bid pricing is F.O.B. job site delivery of materials and F.O.B picked up by City Trucks at the material provider's plant. Due to a price increase in fuel, there was an average 24% price increase submitted by Emperor Services during the last extension period. Flecha Materials submitted no price increases.

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.

Current Pricing:

	Emperor Services	
Description	Old Unit Price	Current Unit Price
Gravel Delivered to Public Works & Utilities Job Site	\$ 20.00	\$ 33.00
Gravel Picked up by City Trucks	\$ 14.00	\$ 14.00
3/8" Pea Gravel Picked up by City Trucks	\$ 20.00	\$ 20.00

3/8" Pea Gravel Delivered to Public Works & Utilities Job Site	\$ 20.00	\$ 20.00
Flexible Base- Caliche Delivered to Public Works & Utilities Job Site	\$ 16.50	\$ 18.15
Flexible Base-Caliche picked up by City Trucks	\$ 8.49	\$ 8.49

Description	Flecha Materials	
	Old Unit Price	Current Unit Price
Red Top Soil Job Site Delivery	\$ 30.00 CU/Yard W/ \$45.00 Delivery Charge	\$ 35.00 CU/Yard W/\$60.00 Delivery Charge
Fill Dirt Job Site Delivery	\$ 12.00 CU/Yard W/ \$45.00 Delivery Charge	\$ 17.00 CU/Yard W/ \$60.00 Delivery Charge

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year: 2022
Budgeted Y/N?: Yes
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

These materials are use by city departments required for all city paving, repair and construction projects. 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

FY21-078 Bid Tab
Contracts FY21-078



**City of Laredo
Purchasing Division
RENEWAL NOTICE**

May 9, 2022

Mr. Cesar Lombrana
Emperor Services, LLC.
107 North Avenue
Laredo, Texas 78045

Re: FY21-078 Public Works Materials
Extension I

Dear Mr. Lombrana,

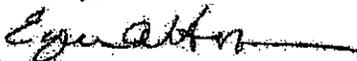
This is to inform you that contract FY21-078 which was approved by the City Council on July 26, 2021 is up for renewal. This is the first of three extension periods. Please advise if wish to renew this contract.

Contract Pricing

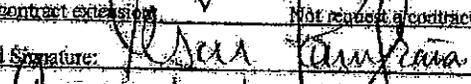
<u>Description</u>	<u>Unit Price/Ton</u>
Gravel delivered to Public Works & Utilities Job Site	\$ 33.00
Gravel picked up by City Trucks	\$ 14.00
3/8" Pea Gravel picked up by City Trucks	\$ 20.00
3/8" Pea Gravel delivered to Public Works & Utilities Job Site	\$ 20.00
Flexible Base-Caliche delivered to Public Works & Utilities Job Site	\$ 18.15
Flexible Base-Caliche picked up by City Trucks	\$ 8.49

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

Emperor Services, LLC	
Request a contract extension <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: 	
Print Name: CESAR LOMBRANA	
Date: 5-9-2022	



**City of Laredo
Purchasing Division
LETTER OF AWARD**

May 9, 2022

Mr. Juan Molina Jr.
La Flecha Materials
5799 Highway 359
Laredo, Texas 78043

Re: FY21-078 Red Top Soil & Fill Dirt
Extension I

Dear Mr. Molina,

This is to inform you that contract PY21-078 which was approved by City Council on July 26, 2021 is up for renewal. This is the first of three extension periods. Please advise if you wish to renew this contract.

Contract Pricing

Description	Unit Price
Red Top Soil Job Site Delivery	\$ 33.00
Fill Dirt Job Site Delivery	\$ 17.00
Delivery Charge	\$ 60.00

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

<u>La Flecha Materials</u>	
Request a contract extension:	<input checked="" type="checkbox"/> <u>Yes</u> <input type="checkbox"/> <u>Not request a contract extension</u>
Authorized Signature:	<u>Juan M. Molina</u>
Print Name:	<u>Juan M. Molina</u>
Date:	<u>May 20, 2022</u>



**City of Laredo
Purchasing Division
LETTER OF AWARD**

July 27, 2021

Mr. Cesar Lombrana
Emperor Services, LLC.
107 North Avenue
Laredo, Texas 78045

Re: FY21-078 Public Works Materials
Approved by City Council July 26, 2021

Dear Mr. Lombrana,

This is to inform you that contract FY21-078 was approved by the City Council on July 26, 2021. The term of this contract shall be for a period of one year. This contract has three extension periods.

Contract Pricing

<u>Description</u>	<u>Unit Price/Ton</u>
Gravel delivered to Public Works & Utilities Job Site	\$ 20.00
Gravel picked up by City Trucks	\$ 14.00
3/8" Pea Gravel picked up by City Trucks	\$ 20.00
3/8" Pea Gravel delivered to Public Works & Utilities Job Site	\$ 20.00
Flexible Base-Caliche delivered to Public Works & Utilities Job Site	\$ 16.50
Flexible Base-Caliche picked up by City Trucks	\$ 8.49

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**

July 27, 2021

Mr. Juan Molina Jr.
La Flecha Materials
5799 Highway 359
Laredo, Texas 78043

Re: FY21-078 Red Top Soil & Fill Dirt
Approved by City Council 7/26/21

Dear Mr. Molina,

This is to inform you that contract FY21-078 was approved by City Council on July 26, 2021. The term of this contract shall be for a period of one year. This contract has three extension periods.

Contract Pricing

<u>Description</u>	<u>Unit Price</u>
Red Top Soil Job Site Delivery	\$ 30.00
Fill Dirt Job Site Delivery	\$ 12.00
Delivery Charge	\$ 45.00

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: 07/26/2021

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: John Orfila Jr., Public Works Director, Arturo Garcia Jr.,
P.E. Utilities Department Director, Miguel A. Pescador,
Purchasing Agent

SUBJECT

Consideration to award annual supply contract number FY21-078 to the low bidders:

- 1) Emperor Services LLC, Laredo, Texas in an amount up to \$500,000.00 for the purchase of:
 - a. Gravel delivered to Public Works and Utilities Job Site - \$20.00/Cubic Yard;
 - b. Gravel picked up by City Trucks - \$14.00/Cubic Yard;
 - c. 3/8" Pea Gravel picked up by City Trucks - \$20.00/ton;
 - d. 3/8" Pea Gravel delivered to Public Works and Utilities Job Site- \$20.00/ton;
 - e. Flexible Base-Caliche delivered to Public Works and Utilities Job Site- \$16.50/ Cubic Yard;
 - f. Flexible Base-Caliche picked up by City Trucks - \$ 8.49/Cubic Yard;

- 2) Flecha Materials, Laredo, Texas in an amount up to \$ 70,000.00 for the purchase of:
 - a. Red Top Soil Job Site Delivery - \$30.00/Cubic Yard w/\$45.00 delivery charge;
 - b. Fill Dirt Job Site Delivery - \$12.00/Cubic Yard w/\$45.00 delivery charge.

This contract is for the purchase of materials required for all city paving and

construction projects. 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, each upon mutual agreement of the parties and contingent upon future funding appropriations. All materials are purchased on an as needed basis and funding is available in the Public Works Department, Utilities Department, Parks & Recreation Department, and various construction project budgets through general funds.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received two (2) bids through Cit-E-Bid for awarding an annual supply contract for the purchase of materials used in street paving, street reconstruction, and general repair projects for all City Departments. Bid pricing is requested F.O.B. job site delivery of materials and F.O.B. picked up by City Trucks at the material provider's plant. The Public Works Department has reviewed all the bids received and is recommending that contracts be awarded to the low bidders Emperor Services and Flecha Materials.

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 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 is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contract be approved.

Fiscal Impact

Fiscal Year: 2021

Budgeted Y/N?: Yes

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

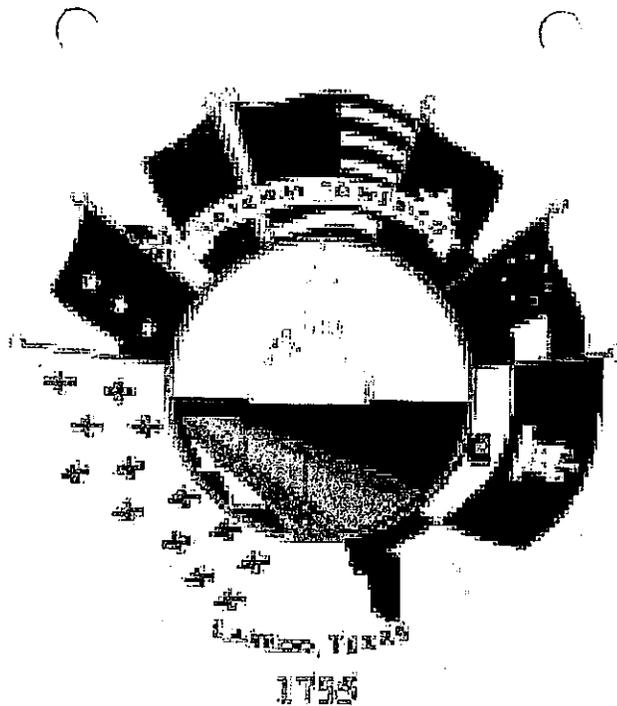
FINANCIAL IMPACT:

These materials are use by city departments required for all city paving, repair and construction projects. 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

FY21-078 Contracts

FY21-078 Bid Tab



FY21-078

**Empero Services, LLC
Supplier Response**

Event Information

Number: FY21-078
Title: FY21-078 Public Works Materials
Type: Request For Bid
Issue Date: 6/15/2021
Deadline: 7/7/2021 05:00 PM (CT)

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Emperor Services,LLC Information

Contact: Cesar Lombrana
Address: 107 North ave
Laredo, TX 78045
Phone: (956) 237-5255
Fax: (844) 270-0499
Email: cesar@emperorservices.com

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

Cesar Lombrana
Signature

cesar@emperorservices.com
Email

Submitted at 7/6/2021 4:33:25 PM

Response Attachments

Caliche proctor W ranch.pdf

proctor for State approved material

City of laredo Affidavit.pdf

Affidavit

Bid Attributes

1	Questionnaire Description "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".
2	Name of Offeror (Business) Emperor Servies,LLC
3	Print Name of person authorized to sign bid Cesar Javier Lombrana
4	Title Owner
5	Business Address 8215 San Dario
6	City, State, Zip Code Laredo, Tx 78045

7	Telephone Number (956) 237-5255
8	Federal Tax ID Number 46-3011053
9	Bidders Principal/Corporate Place of Business Address 107 North Ave
10	Indicated Status of Business Other
11	If other state business status No response
12	State how long under its present business name 8 years
13	If applicable, list all other names under which the Business identified above operated in the last five years Emperor Services,LLC.
14	Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes
15	Question #1 Has the business, or any officer or partner thereof, failed to complete a contract? No
16	Question 2 Is any litigation pending against the Business? No
17	Question #3 Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? No
18	Question #4 If yes to question 3, offeror needs to explain the expected impact both in organizational and directional terms. No response
19	Question #5 Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? No

2 0	Question #6 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? <input type="text" value="No"/>
2 1	Question #7 Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? <input type="text" value="No"/>
2 2	Question #8 Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? <input type="text" value="No"/>
2 3	Question #9 Is the Business in arrears in any contract or debt? <input type="text" value="No"/>
2 4	Question #10 Has the Business been a defaulter, as a principal, surety, or otherwise? <input type="text" value="No"/>
2 5	Question #11 Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? <input type="text" value="No"/>
2 6	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.
2 7	Historically Underutilized Business (HUB) <input type="text" value="No"/>
2 8	Small Disadvantaged Business Enterprise (SDBC) <input type="text" value="No"/>
2 9	Disadvantaged Business Enterprise (DBE) <input type="text" value="No"/>
3 0	Other: Please specify <input type="text" value="N/A"/>

3 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".
3 2	Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid Emperor Servies,LLC
3 3	State how long under has the business been in its present business name 8 years
3 4	If applicable, list all other names under which the Business identified above operated in the last five years same
3 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.
3 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
3 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
3 8	State if the Company is a certified minority business enterprise Small Disadvantaged Business Enterprise (SCBC)

39 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.

40 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.

41 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

42 Ordinance 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.

Emperor Services, LLC.

43 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 be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT (a) This contract will be awarded by sections to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **There will be one Primary and one Secondary for each awarded section.**

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its 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)

4 Insurance Terms and Conditions

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

Bid Lines

1 Package Header

Section I: Gravel for R.C. Pipe/Box and Concrete Channel Bedding (Picked up by City Trucks)

Quantity: 1 UOM: PKG Total:

Item Notes: Provide the route used to calculate this mileage. **Mileage is subject to verification.** The successful bidder shall have either ownership or a written contract for the pit source indicated. Proof of ownership or proof of a valid existing contract shall be submitted to the City upon request.

*****Source of Material and Certified Laboratory Test Report shall be uploaded as attachment to Cit-E-Bid*****

Package Items

1.1 Gravel, price per cubic yard, Picked up by City Trucks

Quantity: 1000 UOM: Cubic Yards Price: Total:

1.2 List number of tons per cubic yard.

Quantity: 1 UOM: Cubic Yards Price: Total:

1.3 Special condition for F.O.B. plant pricing for Gravel picked up by City Trucks:

For the purpose of low bid determination, a \$0.555 cent per mile charge will be added to the unit price for each mile from the Public Works compound located at 5512 Thomas Ave., Laredo, TX 78041 to the vendor's plant.

In stating this mileage, bidder must calculate mileage from producer's plant utilizing roads the shortest route possible.

Quantity: 1 UOM: Mileage Price: Total:

2 Package Header

Section II: Gravel for R.C. Pipe/Box and Concrete Channel Bedding (Job Site Delivery)

Quantity: 1 UOM: PKG Total:

Item Notes: Provide the route used to calculate this mileage. **Mileage is subject to verification.** The successful bidder shall have either ownership or a written contract for the pit source indicated. Proof of ownership or proof of a valid existing contract shall be submitted to the City upon request.

*****Source of Material and Certified Laboratory Test Report shall be uploaded as attachment to Cit-E-Bid*****

Package Items

2.1 Gravel, price per cubic yard, (Job Site Delivery)

Quantity: 8000 UOM: Cubic Yards Price: Total:

2.2 List number of tons per cubic yard.

Quantity: 1 UOM: Cubic Yards Price: Total:

3 Package Header

Section III: 3/8" Pea Gravel for R.C. Pipe/Box and Concrete Channel Bedding (Picked up by City Trucks)

Quantity: 1 UOM: PKG Total:

Item Notes: Provide the route used to calculate this mileage. **Mileage is subject to verification.** The successful bidder shall have either ownership or a written contract for the pit source indicated. Proof of ownership or proof of a valid existing contract shall be submitted to the City upon request.

*****Source of Material and Certified Laboratory Test Report shall be uploaded as attachment to Cit-E-Bid*****

Package Items

3.1 3/8" Pea Gravel, price per ton, Picked up by City Trucks

Quantity: 10000 UOM: Ton Price: Total:

3.2 List number of tons per cubic yard.

Quantity: 1 UOM: Cubic Yards Price: Total:

3.3 **Special condition for F.O.B. plant pricing for 3/8" Pea Gravel picked up by City Trucks:**

For the purpose of low bid determination, a \$0.555 cent per mile charge will be added to the unit price for each mile from the Public Works compound located at 5512 Thomas Ave., Laredo, TX 78041 to the vendor's plant.

In stating this mileage, bidder must calculate mileage from producer's plant utilizing roads the shortest route possible.

Quantity: 1 UOM: Mileage Price: Total:

4 Package Header

Section IV: 3/8" Pea Gravel for R.C. Pipe/Box and Concrete Channel Bedding (Job Site Delivery)

Quantity: 1 UOM: PKG Total:

Item Notes: Provide the route used to calculate this mileage. **Mileage is subject to verification.** The successful bidder shall have either ownership or a written contract for the pit source indicated. Proof of ownership or proof of a valid existing contract shall be submitted to the City upon request.

*****Source of Material and Certified Laboratory Test Report shall be uploaded as attachment to Cit-E-Bid*****

Package Items

4.1 3/8" Pea Gravel, price per ton, Job Site Delivery

Quantity: 3000 UOM: Ton Price: Total:

4.2 List number of tons per cubic yard.

Quantity: 1 UOM: Cubic Yards Price: Total:

5 Package Header

Section V: Flexible Base - Caliche (Picked up by City Trucks)

Quantity: 1 UOM: PKG Total:

Item Notes: Provide the route used to calculate this mileage. **Mileage is subject to verification.** The successful bidder shall have either ownership or a written contract for the pit source indicated. Proof of ownership or proof of a valid existing contract shall be submitted to the City upon request.

*****Source of Material and Certified Laboratory Test Report shall be uploaded as attachment to Cit-E-Bid*****

Package Items

5.1 Flexible Base - Caliche, price per cubic yard, Picked up by City Trucks

Quantity: 4000 UOM: Cubic Yards Price: Total:

5.2 List number of tons per cubic yard.

Quantity: 1 UOM: Cubic Yards Price: Total:

5.3 **Special condition for F.O.B. plant pricing for Flexible Base - Caliche picked up by City Trucks:**

For the purpose of low bid determination, a \$0.555 cent per mile charge will be added to the unit price for each mile from the Public Works compound located at 5512 Thomas Ave., Laredo, TX 78041 to the vendor's plant.

In stating this mileage, bidder must calculate mileage from producer's plant utilizing roads the shortest route possible.

Quantity: 1 UOM: Mileage Price: Total:

6 Package Header

Section VI: Flexible Base - Caliche (Job Site Delivery)

Quantity: 1 UOM: PKG Total:

Item Notes: Provide the route used to calculate this mileage. **Mileage is subject to verification.** The successful bidder shall have either ownership or a written contract for the pit source indicated. Proof of ownership or proof of a valid existing contract shall be submitted to the City upon request.

*****Source of Material and Certified Laboratory Test Report shall be uploaded as attachment to**

Package Items

6.1 Flexible Base - Caliche, price per cubic yard, delivered to Public Works and Utilities Departments (Job Site Delivery)

Quantity: 10000 UOM: Cubic Yards Price: Total:

6.2 List number of tons per cubic yard.

Quantity: 1 UOM: Cubic Yards Price: Total:

7 Package Header

Section VII: Red Top Soil (Job Site Delivery)

The contractor will be penalized at the rate of \$10.00 / hour per cubic yard for each hour that delivery to job site is delayed. Time will begin to incur 30 minutes after the scheduled delivery time.

Quantity: 1 UOM: PKG Total:

Package Items

7.1 Red Top Soil (Job Site Delivery)

Quantity: 4000 UOM: Cubic Yards Price: Total:

7.2 Red Top Soil surcharge for deliveries (20) cu/yds or less

Quantity: 1000 UOM: Trip/Delivery Price: Total:

8 Package Header

Section VIII: Fill Dirt (Job Site Delivery)

The contractor will be penalized at the rate of \$10.00 / hour per cubic yard for each hour that delivery to job site is delayed. Time will begin to incur 30 minutes after the scheduled delivery time.

Quantity: 1 UOM: PKG Total:

Package Items

8.1 Fill Dirt (Job Site Delivery)

Quantity: 4000 UOM: Cubic Yards Price: Total:

8.2 Fill Dirt surcharge for deliveries (20) cu/yds or less

Quantity: 1000 UOM: Trip/Delivery Price: Total:

Response Total: \$940,041.40



MOISTURE-DENSITY RELATIONSHIP, ATTERBERG LIMITS & SIEVE ANALYSIS

Date:	<u>September 16, 2020</u>	Report No.:	<u>53233</u>
Client:	<u>Emperor Services</u>	Project:	<u>General use</u>
Attn:	<u>Mr. Cesar Lombraña</u>	Location:	<u>Laredo, Texas</u>
Contractor:	<u>Not Applicable</u>	Technician:	<u>J. Reyes</u>

The sample description below was obtained for laboratory Moisture-Density Relationship (Proctor) Atterberg Limits & Sieve Analysis determination.

Sample Description:	Light Brown, Silty, Clayey Gravel with Sand
USCS Classification:	GC-GM
Sample Location:	Sample 2 – Composite material from Emperor Pit in Aguilares, Texas. Material to be used for General Use. Sampled 09-09-20.

The above material was tested in general accordance with ASTM D-1557, Method C, Modified. The results of the test procedure are shown below. The Moisture-Density curve is available upon request.

Maximum Dry Density:	142.8 pcf
Optimum Moisture Content:	6.5 %

The Atterberg Limits of this material were determined in general accordance with ASTM D-4318 test procedures. The test results are shown below.

Liquid Limit:	20
Plastic Limit:	15
Plasticity Index:	5

The Percent Passing the No. 200 Sieve was conducted in general accordance with ASTM D-1140 laboratory test procedures and the test result is shown below.

Percent Passing the No. 200 Sieve:	15.8 %
---	--------

Submitted by
Howland Engineering and Surveying Co.
 TBPE Firm Registration No. F-4097
 ROBERTO P. MARTINEZ JR.
 Roberto P. Martinez, J.E.E.
 Project Engineer
 STATE OF TEXAS
 PROFESSIONAL ENGINEER
 09.18.20

Distribution: (1) Above

www.howlandcompanies.com

7615 N. Bartlett Avenue P.O. Box 451128 (78045) Laredo, TX 78041 P. 956.722.4111 F. 956.441.0180
 4902 Sinclair Road San Antonio, TX 78222 P. 210.648.1600 F. 210.648.1605
 16225 Park Ten Place, Ste. 500 Houston, TX 77084 P. 956.251.3890
 TBPE Firm Registration No. F-4097 TBPLS Firm Registration No. 100464-00 TBPLS Firm Registration No: 10194361

REPORT OF ATTERBERG LIMITS & SIEVE ANALYSIS

Date: September 16, 2020 Report No.: 53233
 Client: Emperor Services Project: General Use
 Attn: Mr. Cesar Lombraña Technician: J. Reyes
 Sampled by: C. Narvaez on 09-09-20 Contractor: Not Applicable
 Sample Description: Light Brown, Silty, Clayey Gravel with Sand
 USCS Classification: GC-GM
 Sample Location: Sample 2 – Composite material from Emperor Pit in Aguilares, Texas. Material to be used for General Use.

The Atterberg Limits of this material was determined in general accordance with ASTM D-4318 test procedures. The test results are shown below.

ATTERBERG LIMITS	RESULTS	SPECIFICATIONS	SPECIFIED RANGE
Liquid Limit	20	Max 40	Yes
Plastic Limit	15	-	-
Plasticity Index	5	Max 10	Yes
% Minus 200	15.8 %	-	-

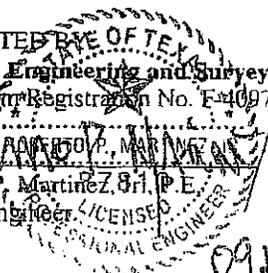
The following sieve analysis of this material was performed in general accordance with TxDOT Item 247, Type B, Grade 1-2. The test results are shown below.

Sample weight: 119.9 lbs.

SIEVE	WEIGHT LBS.	INDIVIDUAL % RETAINED	CUMULATIVE % RETAINED	% SPECIFIED	SPECIFIED RANGE
2 1/2"	0.0	0.0	0.0	0	Yes
1 3/4"	3.5	2.9	2.9	0 to 10	Yes
1 1/8"	30.5	25.4	28.3	10 to 35	Yes
3/8"	36.8	30.7	59.0	30 to 65	Yes
# 4	11.1	9.3	68.3	45 to 75	Yes
# 40	10.2	8.5	76.8	65 to 90	Yes
Pan	27.8	23.2	100.0		

SUBMITTED BY OF TEXAS
 Howland Engineering and Surveying Co.
 TBPE Firm Registration No. F-4097

ROBERTO P. MARTINEZ
 Roberto P. Martinez, Sr., P.E.
 Project Engineer



09-18-20

Distribution: (1) Above

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 16225 Park Ten Place, Ste. 500 Houston, TX 77084 P. 956.251.3890
 TBPE Firm Registration No. F-4097 TBPLS Firm Registration No. 100464-00 TBPLS Firm Registration No. 10194361



ENGINEERING AND SURVEYING CO.

RESISTANCE TO DEGRADATION BY WET BALL MILL METHOD

Client: Cesar Lombrana Report No.: 53235
 Project: General Use Date Sampled: September 9, 2020
 Technician: G. Alaniz Date Tested: September 11, 2020
 Test Method: TEX 116-E Tested By: J. Reyes
 Spec Item: Item 247 Spec Year: 2014

Sample Location: Sample 2 - Composite material from Emperor Pit in Aguilares, Texas. Material to be used for General Use.

Sample Description: Light Brown, Silty, Clayey Gravel with Sand (GC-GM)

Remarks: None.

Sieve Size	Original Dry Gradation			Part I: 3500g Preparation		Part II: 3000g Preparation	
	Individual Weight Retained (g)	Individual Percent Retained	Cumulative Percent Retained	Individual Weight Retained (g)	Cumulative Weight Retained (g)	Individual Weight Retained (g)	Cumulative Weight Retained (g)
1-3/4"	3.5	2.9	2.9	102.2	102.2	87.6	87.6
1-1/4"	12.2	10.2	13.1	356.1	458.3	305.3	392.8
7/8"	18.3	15.3	28.4	534.2	992.5	457.9	850.7
5/8"	17.2	14.4	42.7	502.1	1494.6	430.4	1281.1
3/8"	19.6	16.4	59.1	572.1	2066.7	490.4	1771.5
No. 4	11.1	9.3	68.3	324.0	2390.7	277.7	2049.2
No. 10	4.9	4.1	72.4	143.0	2533.8	122.6	2171.8
No. 40	5.3	4.4	76.8	154.7	2688.5	132.6	2304.4
-No. 40	27.8	23.2	100.0	811.5	3500.0	695.6	3000.0
Total	119.9	100.0		3500.0		3000.0	

Part I: Wet Ball Mill		
Initial Weight:	3500.0	
Sieve Size	Weight Retained (g)	Individual Percent Retained
No. 40	2290.0	65.4
-No. 40	1210.0	34.6

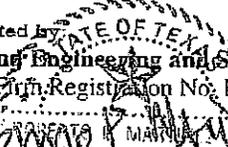
Part II: Washed Sieve Analysis		
Initial Weight:	3000.0	
Sieve Size	Weight Retained (g)	Individual Percent Retained
No. 40	2190.0	73.0
-No. 40	810.0	27.0

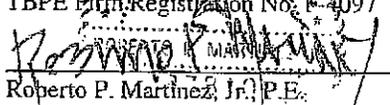
Wet Ball Mill Value: 35%

Percent Soil Binder: 27%

% Soil Binder Increase: 31%

TEST	RESULT	GRADE 1	GRADE 2	SPECIFIED RANGE
Wet Ball Mill Value:	35 %	Max 40	Max 40	Yes
Soil Binder Increase:	8 %	Max 20	Max 20	Yes

Submitted by: 
Howland Engineering and Surveying Co.
 TBPE Firm Registration No. F-4097


 Roberto P. Martinez, Jr., P.E.
 Project Engineer

Distribution: (1) Above

09.18.20

www.howlandcompanies.com

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 4902 Sinclair Road San Antonio, TX 78232 P. 210.648.1600 F. 210.648.1605
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 TBPE Firm Registration No. F-4097 TBPLS Firm Registration No. 100464-00 TBPLS Firm Registration No. 10194361



3302 Cuatro Vientos Drive, Suite No. 12
 Laredo, Texas 78046
 Phone 956.727.3530
 Fax 956.727.3384
 TBPE Registration No. F-10341

LABORATORY COMPACTION CHARACTERISTICS OF BASE MATERIALS

Mr. Cesar Lombraña
 Principal
 Emperor Services, LLC
 115 Flecha Lane
 Laredo, Texas 78045

Project: General Use Material
 Various Projects
 Laredo, Texas
 Project No.: 20M029 Report No.: 003
 Date of Service: 07/13/2020

MATERIAL INFORMATION AND TEST RESULTS

Contractor: Not Applicable
 Source of Material: Project Site

Sampled By: Danny Mendoza
 Material Description: Pale Brown Silty, Clayey
 Gravel with Sand

Proposed Use: Pavement, Caliche/FlexBase

Material No.: 3

Test Procedure: TEX-113-E
 Test Method: Part 1
 Rammer Type: Mechanical

Liquid Limit (LL): 21	Specifications
Plastic Limit (PL): 16	40 Max.
Plasticity Index (PI): 5	—
	5 — 12

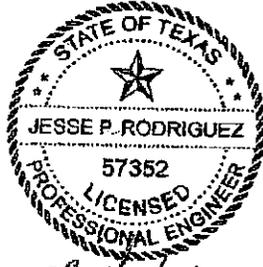
Maximum Dry Unit Weight, (pcf): 135.8
 Optimum Water Content, (%): 7.8

% Passing No. 200 Sieve: 17.6
 USCS: GC-GM

<u>Sieve No.</u>	<u>Percent Retained</u>	2014 TxDOT Item 247 <u>Type B, Grade 1-2</u> <u>Percent Specified</u>
2 1/2"	0	0
1 3/4"	4.7	0 — 10
7/8"	20.3	10 — 35
3/8"	40.4	30 — 65
No. 4	51.5	45 — 75
No. 40	65.6	65 — 90

WET BALL MILL TEST TEX-116-E	Maximum Percent Specified
Wet Ball Mill, (%): 39	40
(%) Soil Binder Increase: 15	20

Services: Obtained a sample of Caliche/FlexBase to be used as base material from Project Site and returned it to our laboratory. Prepare and test the sample for Moisture Density Relationship (Proctor), Wet Ball Mill, Atterberg Limits and Material Finer than the No. 200 Sieve. The above test(s) meet project specifications unless noted by an asterisk (*).



Report Distribution:
 New Santa Fe, Ltd.
 Porras Nance Engineering
 Soliz Paving, Inc.
 City of Laredo Engineering Department

Reviewed By: *Jesse P. Rodriguez*
 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.

CITY OF LAREDO
PURCHASING DIVISION
AFFIDAVIT

27.0 **Tab D**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

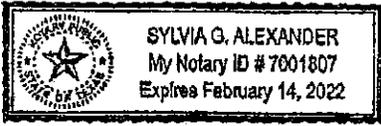
That he/she is _____
(a Partner or officer of the firm of, etc.)

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

[Handwritten Signature]

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

Subscribed and sworn before me this 6th day of July 2021.



[Handwritten Signature: Sylvia G. Alexander]
Notary Public

My commission expires:
FEB. 14, 2022



City of Laredo Discretionary Contracts Disclosure

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

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

Name of proposer submitting this proposal: _____

CESAR J. Lombardi
First MI Last Suffix

a) Contract or Project name(s): FY 21-078

b) Originating Department(s): Public Works

Name of individual(s) who contract with the City (in respect to the contract)			
<u>Cesar Lombardi</u> Name (Print)	<u>[Signature]</u> Signature	<u>[Signature]</u> Name (Print)	<u>[Signature]</u> Signature
_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature
_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature
_____ Name (Print)	_____ Signature	_____ Name (Print)	_____ Signature

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

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

CITY OF LAREDO
PURCHASING DIVISION

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

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

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

List of subcontractors: _____

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

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

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

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

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

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

List of contributors: _____

Updates on Contributions Required

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

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

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

CITY OF LAREDO
PURCHASING DIVISION

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

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

***Acknowledgements**

Updates Required

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

No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from 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.

<u>Cesar Lombardi</u> Name (Print)	<u>[Signature]</u> Signature	<u>OWNER/Manager</u> Title
<u>EMPEROR SERVICES, LLC</u> Company or DBA		<u>7-6-21</u> 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

**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.

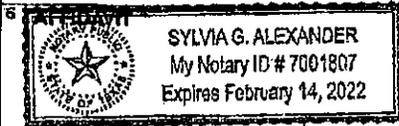
Superox Services, LLC

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.

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.



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

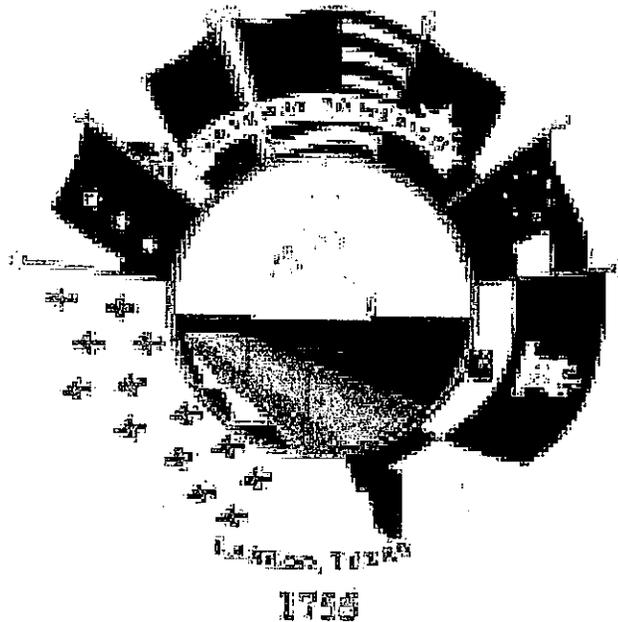
[Signature]
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said CESAR LOMBRANA this the 27th day of July, 2021, to certify which, witness my hand and seal of office.

[Signature] Sylvia G. Alexander Notary Public
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

*****Form does not need to be notarized*****



FY21-078
Flecha Materials INC.
Supplier Response

Event Information

Number: FY21-078
Title: FY21-078 Public Works Materials
Type: Request For Bid
Issue Date: 6/15/2021
Deadline: 7/7/2021 05:00 PM (CT)

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Flecha Materials INC. Information

Address: 5799 Hwy 359
Laredo, TX 78043
Phone: (332) 216-3556

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

Juan Manuel Molina Jr
Signature

jmmolinajr788@gmail.com
Email

Submitted at 7/6/2021 11:30:12 AM

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) Flecha Materials Inc
3	Print Name of person authorized to sign bid Juan Manuel Molina Jr
4	Title President
5	Business Address 5799 Hwy 359
6	City, State, Zip Code Laredo, Tx 78043
7	Telephone Number (956) 725-3739
8	Federal Tax ID Number 20-2141404
9	Bidders Principal/Corporate Place of Business Address 700 N Alamo St , San Antonio, Tx 78215
10	Indicated Status of Business Corporation

1 1	If other state business status
	N/A
1 2	State how long under its present business name
	21 Yrs
1 3	If applicable, list all other names under which the Business identified above operated in the last five years
	n/a
1 4	Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo?
	Yes
1 5	Question #1 Has the business, or any officer or partner thereof, failed to complete a contract?
	No
1 6	Question 2 Is any litigation pending against the Business?
	No
1 7	Question #3 Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity?
	No
1 8	Question #4 If yes to question 3, offeror needs to explain the expected impact both in organizational and directional terms.
	No response
1 9	Question #5 Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award?
	No
2 0	Question #6 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?
	No
2 1	Question #7 Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?
	No

2 2	Question #8 Is 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? <input type="text" value="No"/>
2 3	Question #9 Is the Business in arrears in any contract or debt? <input type="text" value="No"/>
2 4	Question #10 Has the Business been a defaulter, as a principal, surety, or otherwise? <input type="text" value="No"/>
2 5	Question #11 Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? <input type="text" value="No"/>
2 6	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.
2 7	Historically Underutilized Business (HUB) <input type="text" value="No"/>
2 8	Small Disadvantaged Business Enterprise (SDBC) <input type="text" value="No"/>
2 9	Disadvantaged Business Enterprise (DBE) <input type="text" value="No"/>
3 0	Other: Please specify <input type="text" value="n/a"/>
3 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".
3 2	Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid <input type="text" value="Flecha Materials Inc, Juan Manuel Molina Jr, 956-236-8870"/>
3 3	State how long under has the business been in its present business name <input type="text" value="21 years"/>

3 4	If applicable, list all other names under which the Business identified above operated in the last five years <input type="text" value="none"/>
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3 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.
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3 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? <input type="text" value="No"/>
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3 7	Questions Part 2 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? <input type="text" value="No"/>
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3 8	State if the Company is a certified minority business enterprise <input type="text" value="This company is not a certified minority business"/>
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3 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.
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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.

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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

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Ordinance 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

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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 request 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 by sections to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **There will be one Primary and one Secondary for each awarded section.**

(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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Insurance Terms and Conditions

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable Insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.

6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

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

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

(j) Certificates of insurance are 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 minimum requirements (I agree my insurance meets minimum requirements)

Bid Lines

1 Package Header

Section I: Gravel for R.C. Pipe/Box and Concrete Channel Bedding (Picked up by City Trucks)

Quantity: 1 UOM: PKG Total:

Item Notes: Provide the route used to calculate this mileage. **Mileage is subject to verification.** The successful bidder shall have either ownership or a written contract for the pit source indicated. Proof of ownership or proof of a valid existing contract shall be submitted to the City upon request.

*****Source of Material and Certified Laboratory Test Report shall be uploaded as attachment to Cit-E-Bid*****

Package Items

1.1 Gravel, price per cubic yard, Picked up by City Trucks

Quantity: 1000 UOM: Cubic Yards Price: Total:

1.2 List number of tons per cubic yard.

Quantity: 1 UOM: Cubic Yards Price: Total:

1.3 Special condition for F.O.B. plant pricing for Gravel picked up by City Trucks:

For the purpose of low bid determination, a \$0.555 cent per mile charge will be added to the unit price for each mile from the Public Works compound located at 5512 Thomas Ave., Laredo, TX 78041 to the vendor's plant.

In stating this mileage, bidder must calculate mileage from producer's plant utilizing roads the shortest route possible.

Quantity: 1 UOM: Mileage Price: Total:

2 Package Header

Section II: Gravel for R.C. Pipe/Box and Concrete Channel Bedding (Job Site Delivery)

Quantity: 1 UOM: PKG Total:

Item Notes: Provide the route used to calculate this mileage. **Mileage is subject to verification.** The successful bidder shall have either ownership or a written contract for the pit source indicated. Proof of ownership or proof of a valid existing contract shall be submitted to the City upon request.

*****Source of Material and Certified Laboratory Test Report shall be uploaded as attachment to Cit-E-Bid*****

Package Items

2.1 Gravel, price per cubic yard, (Job Site Delivery)

Quantity: 8000 UOM: Cubic Yards Price: Total:

2.2 List number of tons per cubic yard.

Quantity: 1 UOM: Cubic Yards

Price:

Total:

3 Package Header

Section III: 3/8" Pea Gravel for R.C. Pipe/Box and Concrete Channel Bedding (Picked up by City Trucks)

Quantity: 1 UOM: PKG

Total:

Item Notes: Provide the route used to calculate this mileage. **Mileage is subject to verification.** The successful bidder shall have either ownership or a written contract for the pit source indicated. Proof of ownership or proof of a valid existing contract shall be submitted to the City upon request.

*****Source of Material and Certified Laboratory Test Report shall be uploaded as attachment to Cit-E-Bid*****

Package Items

3.1 3/8" Pea Gravel, price per ton, Picked up by City Trucks

Quantity: 10000 UOM: Ton

Price:

Total:

3.2 List number of tons per cubic yard.

Quantity: 1 UOM: Cubic Yards

Price:

Total:

3.3 **Special condition for F.O.B. plant pricing for 3/8" Pea Gravel picked up by City Trucks:**

For the purpose of low bid determination, a \$0.555 cent per mile charge will be added to the unit price for each mile from the Public Works compound located at 5512 Thomas Ave., Laredo, TX 78041 to the vendor's plant.

In stating this mileage, bidder must calculate mileage from producer's plant utilizing roads the shortest route possible.

Quantity: 1 UOM: Mileage

Price:

Total:

4 Package Header

Section IV: 3/8" Pea Gravel for R.C. Pipe/Box and Concrete Channel Bedding (Job Site Delivery)

Quantity: 1 UOM: PKG

Total:

Item Notes: Provide the route used to calculate this mileage. **Mileage is subject to verification.** The successful bidder shall have either ownership or a written contract for the pit source indicated. Proof of ownership or proof of a valid existing contract shall be submitted to the City upon request.

*****Source of Material and Certified Laboratory Test Report shall be uploaded as attachment to Cit-E-Bid*****

Package Items

4.1 3/8" Pea Gravel, price per ton, Job Site Delivery

Quantity: 3000 UOM: Ton Price: Total:

4.2 List number of tons per cubic yard.

Quantity: 1 UOM: Cubic Yards Price: Total:

5 Package Header

Section V: Flexible Base - Caliche (Picked up by City Trucks)

Quantity: 1 UOM: PKG Total:

Item Notes: Provide the route used to calculate this mileage. **Mileage is subject to verification.** The successful bidder shall have either ownership or a written contract for the pit source indicated. Proof of ownership or proof of a valid existing contract shall be submitted to the City upon request.

*****Source of Material and Certified Laboratory Test Report shall be uploaded as attachment to Cit-E-Bid*****

Package Items

5.1 Flexible Base - Caliche, price per cubic yard, Picked up by City Trucks

Quantity: 4000 UOM: Cubic Yards Price: Total:

5.2 List number of tons per cubic yard.

Quantity: 1 UOM: Cubic Yards Price: Total:

5.3 Special condition for F.O.B. plant pricing for Flexible Base - Caliche picked up by City Trucks:

For the purpose of low bid determination, a \$0.555 cent per mile charge will be added to the unit price for each mile from the Public Works compound located at 5512 Thomas Ave., Laredo, TX 78041 to the vendor's plant.

In stating this mileage, bidder must calculate mileage from producer's plant utilizing roads the shortest route possible.

Quantity: 1 UOM: Mileage Price: Total:

6 Package Header

Section VI: Flexible Base - Caliche (Job Site Delivery)

Quantity: 1 UOM: PKG Total:

Item Notes: Provide the route used to calculate this mileage. **Mileage is subject to verification.** The successful bidder shall have either ownership or a written contract for the pit source indicated. Proof of ownership or proof of a valid existing contract shall be submitted to the City upon request.

*****Source of Material and Certified Laboratory Test Report shall be uploaded as attachment to**

Package Items

6.1 Flexible Base - Caliche, price per cubic yard, delivered to Public Works and Utilities Departments (Job Site Delivery)

Quantity: 10000 UOM: Cubic Yards Price: Total:

6.2 List number of tons per cubic yard.

Quantity: 1 UOM: Cubic Yards Price: Total:

7 Package Header

Section VII: Red Top Soil (Job Site Delivery)

The contractor will be penalized at the rate of \$10.00 / hour per cubic yard for each hour that delivery to job site is delayed. Time will begin to incur 30 minutes after the scheduled delivery time.

Quantity: 1 UOM: PKG Total:

Package Items

7.1 Red Top Soil (Job Site Delivery)

Quantity: 4000 UOM: Cubic Yards Price: Total:

7.2 Red Top Soil surcharge for deliveries (20) cu/yds or less

Quantity: 1000 UOM: Trip/Delivery Price: Total:

8 Package Header

Section VIII: Fill Dirt (Job Site Delivery)

The contractor will be penalized at the rate of \$10.00 / hour per cubic yard for each hour that delivery to job site is delayed. Time will begin to incur 30 minutes after the scheduled delivery time.

Quantity: 1 UOM: PKG Total:

Package Items

8.1 Fill Dirt (Job Site Delivery)

Quantity: 4000 UOM: Cubic Yards Price: Total:

8.2 Fill Dirt surcharge for deliveries (20) cu/yds or less

Quantity: 1000 UOM: Trip/Delivery Price: Total:

Response Total: \$258,000.00