City of Laredo

REGULAR MEETING AGENDA

A-2026-R-07

Monday, May 4, 2026
5:30 PM

City Council Chambers

City Council

****

City of Laredo
Regular City Council Meeting
A-2025-R-07
The City Council will convene on Monday, May 4, 2026 at 5:30 P.M. at City Hall Council Chambers located at 1110 Houston Street, Laredo, Texas and some members may participate via video conference.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

TEXAS PLEDGE

MOMENT OF SILENCE

ROLL CALL

MINUTES

Approval of Minutes of:

April 20, 2026

CITIZEN COMMENTS

Citizens can participate through in-person comments. Citizens wishing to provide in-person comments are required to fill out a witness card and submit it to the City Secretary no later than 5:45 p.m. and identify themselves at the microphone. Comments are limited to three (3) minutes per speaker. Speakers may not pass their minutes to any other speaker. All comments should be relevant to City business and delivered in a professional manner. No derogatory remarks will be permitted.

RECOGNITION

1. The City of Laredo Mayor, Dr. Victor D. Treviño, and Council proudly recognize the Karma Athletics Envy - Level 1.1 Youth - Prep 2, who recently took 1st place at UCA All-Stars Nationals in Disney and earned Silver Champions at the Regional Summit in Frisco, TX. **REC26-32**

2. The City of Laredo Mayor, Dr. Victor D. Treviño, and City Council proudly recognize two Laredoans, Jesse Castillo (Laredo Firefighter) and Homero Contreras (GEO Correctional Officer), who competed in the IRON MAN Texas competition in The Woodlands. This rigorous and challenging event consisted of a 2-mile swim, a 56-mile bike ride, and a 26.2-mile run. Congratulations on completing this incredible challenge and for proudly representing the City of Laredo. **REC26-33**

3. The City of Laredo Mayor, Dr. Victor D. Treviño, and City Council **REC26-34**

proudly recognize J.B. Alexander High School students Mauricio Gomez, Carlo Regalado, Analy Rodriguez, and Sebastian de la Vega, founders of the “Make a Difference Laredo” organization, established as part of a school initiative. Through their leadership, they have organized community drives to collect coats and blankets for Bethany House, supported the Pregnancy Center, partnered with Constable Homero “Smoke” Villarreal to gather Easter baskets, and provided school supplies to those in need.

4. Recognition of Shelby Andrea Barbosa for sharing her creative treehouse project idea at just 10 years old during a District 7 Town Hall Meeting, inspiring the community with her imagination and enthusiasm for creating fun, engaging spaces for others in the City of Laredo. **REC26-35**

5. Recognizing Mr. Mario Flores and Mrs. Paola Flores, owners of Mario’s Liquor, for their longstanding service to the City of Laredo. The Flores family established their business in 1972 and, through decades of dedication and hard work, have successfully grown Mario’s Liquor into three locations throughout the city. Their continued commitment to entrepreneurship and local economic growth has made a lasting impact on the Laredo community. **REC26-36**

6. Recognition of World Ovarian Cancer Day, observed on May 8, to raise awareness about ovarian cancer, promote early detection, and support individuals and families affected by this disease. **REC26-37**

7. Recognition of the collaborative partners who helped make The Big Event 2026, held on March 28, 2026, a success, including Texas A&M International University, Laredo College, South Texas Food Bank, the Student Government Association Leaders Organizing Volunteer Events (L.O.V.E.) Committee, the National Society of Leadership and Success, H-E-B, Laredo Center for Urban Agriculture and Sustainability, Lamar Bruni Vergara Environmental Science Center, Coca-Cola Southwest Beverages, the City of Laredo Environmental & Solid Waste Services Department, the Parks and Recreation Department, and the many dedicated volunteers whose time and effort supported citywide community engagement projects, promoted economic empowerment, and enhanced the overall quality of life and community pride throughout the City of Laredo. **REC26-38**

8. The City of Laredo Mayor and City Council proudly recognize the Webb County Heritage Foundation for its recent honors at the Texas Association of Museums Annual Conference. The Webb County Heritage Foundation received a Gold Award for the “Junior Curator Journal Brochure” and a Bronze Award for “The Year We Shared: 2025 Newsletter” in the Mitchell A. Wilder Publication Design Awards, recognizing excellence in museum **REC26-39**

communications across Texas.

The City of Laredo extends special recognition to Edwardo Garcia, Museums Manager, and Andrea Ordoñez, Director of Operations, for their leadership, dedication, and contributions toward this outstanding achievement.

This accomplishment marks a significant milestone for the Foundation and elevates the City of Laredo's presence on the statewide stage.

9. The City of Laredo Mayor, Dr. Victor D. Trevino, and Council recognize Assistant City Manager Ramon Chavez for being named Engineer of the Year by the Texas Society of Professional Engineers. **REC26-40**

10. The City of Laredo Mayor, Dr. Victor D. Treviño, and Council recognize Laredoans who represented the city at the Boston Marathon. **REC26-41**

11. The Mayor and City Council proudly recognize Mariachi Los Tigres del Sur for their outstanding performance at the Robstown Cotton Picker Mariachi Competition. **REC26-43**

The program earned top honors, including a 1st Division rating for the Martin JV group with awards for Best Violin, Best Trumpet, Best Armonia, and Best Vocal, as well as a 5th place finish in the JV division. The Martin Varsity group achieved Sweepstakes honors, and several students received individual vocal awards.

The City Council extends special recognition to Mr. Ruben Guadian for his leadership and dedication to the program's success.

We commend Mariachi Los Tigres del Sur for their excellence and are proud of the recognition they have brought to our community.

COMMUNICATIONS

12. Presentation by Mayor Dr. Victor Trevino, providing general comments on city matters, upcoming initiatives, and other relevant updates for the Council and the public. **26-902**

13. Presentation by the Laredo Police Department of the Back the Blue 5K Run as part of National Police Week. **26-909**

APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

14. Re-appointment by the City Manager, Joseph W. Neeb, of Gilberto L. Navarro to the Fire Fighters' and Police Officers' Civil Service Commission of the City of Laredo to serve a (2) year term effective **APPT26 - 34**

May 4, 2026 to May 4, 2028.

15. Appointment by Council Member Ruben Gutierrez of Eliseo Ceja to the Civic Partnership and Engagement Advisory Committee. **APPT26 - 41**

PLANNING & ZONING - PUBLIC HEARING & INTRODUCTORY ORDINANCE

16. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1, Kimberly Plaza Subdivision, located at 4800 McPherson Road, from B-3 (Community Business District) to B-4 (Highway Commercial District). **26-651**

The Planning and Zoning Commission recommended denial of the proposed zone change, and staff does not support the application.

ZC-036-2026
District IV

17. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1 and the west 1/3 varas of Lot 2, Block 1086, Eastern Division, located at 1901 Chihuahua Street, from R-O (Residential/Office District) to B-1 (Limited Business District). **26-670**

The Planning and Zoning Commission recommended denial of the proposed zone change and staff does not support the application.

ZC-065-2025
District III

PUBLIC HEARING & INTRODUCTORY ORDINANCE

18. Authorizing the City Manager to amend the FY25-26 General Fund Parks Department budget by appropriating revenues and expenses in the amount of $14,950.00 in order to appropriate funds awarded by Texas Municipal League (T.M.L) to be used for the replacement of the Circle Gym at North Central Park (John Valls Park) located at 10202 International Blvd. **26-602**

(Recess)
(Press Availability)

FINAL READING OF ORDINANCES

19. Authorizing the City Manager to accept and execute a grant awarded by the Laredo Area Community Foundation for the amount of $5,000.00 to fund Keep Laredo Beautiful for the Keep Laredo Beautiful garden club and to amend the FY 2026 Keep Laredo Beautiful Fund by appropriating revenues and expenses in **2026-O-46**

the same amount.

20. An Ordinance amending Chapter 20, Article II Entitled "Presiding Municipal Court Judge" Of The Laredo Code Of Ordinances by amending Section 20-17 to provide for the commencement of the term; and providing an effective date. **2026-O-81**

21. An Ordinance of the City of Laredo authorizing the City Manager to amend the City of Laredo's FY 2026 annual budget by appropriating revenues and expenditures in the amount of $465,259.00 in the 2022 Revenue Bond. The interest earnings being appropriated are to pay for expenses on new projects and upgrades. **2026-O-82**

22. An Ordinance of the City of Laredo authorizing the City Manager to amend the FY 2025-2026 Capital Grants Fund Budget by appropriating revenues and expenditures in the total of $5,799,996.00, consisting of $3,799,996.00 in grant funding from Texas Parks and Wildlife Department (TPWD) under the Outdoor Recreation Legacy Partnership (ORLP) 2023 Grant Program and a required 1:1 Non-Federal Match of $3,799,996.00. Matching funds will be derived from $2,000,000.00 Webb County Match in a three-year payment commitment. The City Local Match of $1,800,000.00 from the 2019 Certificate of Obligation Issue has already been appropriated. Grant funds will improve existing trails and embankments along Zacate Creek, as well the development of newly extended trails, and improve recreational accessibility to surrounding neighborhoods. **2026-O-83**

23. An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for a restaurant serving alcohol on Lot 6, Block 1, San Isidro McPherson Subdivision, Phase IV, Cantera Court, located at 9810 McPherson Road. **2026-O-84**

ZC-015-2026
District VI

24. An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 16, D-5 Acres Subdivision, located at 7102 Los Nietos Street, from R-1 (Single Family Residential District) to R-3 (Mixed Residential District). **2026-O-85**

ZC-030-2026
District III

25. An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 25.2 acres, located north of Juan Escutia Boulevard and east of **2026-O-86**

Pausa Drive, from AG (Agricultural District) to R-1A (Single Family Reduced Area District).

ZC-033-2026
District VI

26. An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 119D, Block 3, San Isidro Southwest-Antler Crossing Subdivision, Phase 5, located at 9802 Springfield Avenue, from R-2 (Multi-Family Residential District) to B-3 (Community Business District). **2026-O-87**

ZC-034-2026
District VI

27. An Ordinance of the City of Laredo, Texas, amending Chapter 19, "Motor Vehicles and Traffic," Article III, Section 19-70, entitled "Investigation," of the Code of Ordinances of the City of Laredo, Texas; by increasing the property damage threshold from fifty dollars ($50.00) to one thousand dollars ($1,000.00); by removing certain language; providing for publication; and providing for an effective date. **2026-O-88**

28. An Ordinance of the City of Laredo, Texas, amending Chapter 19 ("Motor Vehicles and Traffic"), Article III, Section 19-71, entitled ("Reports-Required"), of the Code of Ordinances of the City of Laredo, Texas; by amending Subsection (a) to increase the property damage reporting threshold from fifty dollars ($50.00) to one thousand dollars ($1,000.00); providing for severability; providing for publication; and establishing an effective date. **2026-O-89**

29. An Ordinance of the City of Laredo, Texas, amending Chapter 19, Article VIII, Section 19-360 of the Code of Ordinances of the City of Laredo, Texas, entitled "Parking Meters," renaming the section to "Parking Meters and Pay Station Zones," and replacing the section in its entirety; providing for severability; providing for publication; and providing for an effective date. **2026-O-90**

30. An Ordinance of the City of Laredo, Texas, amending Chapter 19 ("Motor Vehicles and Traffic"), Article III, Section 19-74 ("Removing Vehicle from Scene") of the Code of Ordinances of the City of Laredo, Texas, by revising the section in its entirety; providing for updated regulations governing the removal of vehicles from the scene of an accident; providing for severability; providing for publication; and establishing an effective date. **2026-O-91**

31. An Ordinance of the City of Laredo amending Chapter 19, Article X, Section 19-379 (1), "Fees; Release," of the Code of Ordinances of the City of Laredo, Texas; increasing the administrative fee for booted or towed vehicles from twenty-five dollars ($25.00) to sixty **2026-O-92**

dollars ($60.00); providing for codification; providing a severability clause; providing a repealer clause; and providing an effective date.

32. An Ordinance of the City of Laredo, Texas, Amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2025-O-234, which authorized a special use permit for a Smoking Establishment (Cigar Lounge ONLY - No On-Premise Alcohol Consumption) on Lot 3B, Block 1, Laredo Arena Subdivision, Unit 4, located at 2411 Jacaman Road, suite 400 (approximately 1,469 square feet), in order to allow the consumption of alcohol based on a newly passed ordinance (Ordinance 2026-O-026). **2026-O-93**

ZC-032-2026
District V

33. An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately the south 87.3 feet of Lot 6 and east 20.56 feet of south 87.30 feet of Lot 7 and west 35 feet of the south 47.82 feet of Lot 7, Block 34, Eastern Division, as further described by metes and bounds in attached “Exhibit A”, located at 1102 Cedar Avenue, from R-O (Residential/Office District) to B-3 (Community Business District). **2026-O-94**

ZC-027-2026
District III

34. An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 3 and the east 18 feet of Lot 2, Block 978, Eastern Division, as further described by metes and bounds in attached “Exhibit A”, located at 1803 East Reynolds Street, from R-1 (Single Family Residential District) to R-2 (Multi-Family Residential District). (As Amended). **2026-O-96**

ZC-031-2026
District IV

CONSENT AGENDA

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

AIRPORT: GILBERTO SANCHEZ, DIRECTOR

35. Consideration to approve the purchase contract for an Avigilon Server Upgrade for the Laredo International Airport from Convergint Technologies, San Antonio, TX in the amount of $231,749.77 through Omnia Contract #R220702. This is a onetime purchase is for the materials needed to upgrade the security and surveillance system at the Laredo International Airport. Funding is available in the Laredo International Airport -2023 Contractual **26-781**

Obligation Bond.

CITY ATTORNEY: DOANH "ZONE" T. NGUYEN, CITY ATTORNEY

36. Authorizing the City Manager to enter into a Licensing Agreement with U.S. Customs and Border Protection to allow officer, employees, agents, and contractors to enter City property to operate, maintain, repair and/or remove temporary and re-locatable surveillance and communication system in or around the World Trade Bridge, along the River Vaga and at South Laredo Wastewater Treatment Plant, and any other matter incident thereto. **26-913**

CITY MANAGER'S OFFICE: JOSEPH W. NEEB

37. Consideration to authorize the City Manager to grant limited right of entry to U.S. Customs and Border Protection (CBP) for boundary survey activities on select City-owned parcels related to federal border infrastructure planning. **26-689**

ECONOMIC DEVELOPMENT: TINA RODRIGUEZ, ACTING DIRECTOR

38. A resolution of the City Council of the City of Laredo, Texas in authorizing and approving a fee waiver and a tax abatement agreement between the City of Laredo and Risada Investments LLC for a proposed multi-family project located at 2720 Saltillo St., LOT 7 BLK 1612 Eastern Division, that consists of, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a (10) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of $380,000, estimated annual tax abatement total of $1,923.14, and estimated total fee waivers of $3,457.00. Guidelines and criteria for the agreement are set forth in the attached agreement and information. **2026-R-93**

ENGINEERING: ELIUD DE LOS SANTOS P.E., CITY ENGINEER

39. Consideration to authorize the purchase contract with Trane U.S. Inc., Progreso Lakes, Texas, in the amount of $1,724,645.00 for the purchase of HVAC Chillers for the Sames Auto Arena. This purchase shall be made using the Buy Board Contract No. 720-23. Funding is available in the Sports & Community Venue Fund. **26-459**

FIRE: GUILLERMO HEARD, FIRE CHIEF

40. Consideration to approve the purchase of wireless headsets for 13 ambulances and 11 engines, in the amount of $103,241.88 with an additional estimated $1,500.00 for freight, for a total cost of $104,741.88. The vendor is Rugged Solutions America, LLC dba Setcom Corporation, Austin, TX, and the purchase will be made utilizing Sourcewell Contract #020625-TESS. These headsets are **26-339**

essential communication tools that improve operational efficiency, safety, and coordination. Funding is available in the 2025 Public Property Financial Contractual Obligation (PPFCO) Fund and the 2023 Certificate of Obligation Bond.

41. Consideration to approve a Memorandum of Understanding between Workforce Solutions for South Texas and the City of Laredo Fire Department to establish a cooperative and mutually beneficial partnership for the Externship for Teachers Program. The Fire Department will serve as a worksite for selected teachers participating in the program for two (2) weeks in June. The agreement will remain in effect until January 31, 2027, unless canceled by mutual agreement of either party at any time with 30 days' written notice. There is no financial impact. **26-739**

42. A resolution of the City Council of the City of Laredo, Texas authorizing the City Manager to submit a grant application in the amount not to exceed $100,000.00 to the U.S. Department of Transportation, the FY 2026 Safe Streets and Roads for All (SS4A) grant program to fund acquisition of vehicle monitoring devices with telematic capability for a behavior program to reduce EMS response unit crashes and improve patient outcomes. The SS4A grant has a twenty percent match requirement at the time of application. This notice of funding opportunity is on a reimbursement basis. Funding is available in the special fire grants fund. **2026-R-111**

Sponsors: Fire

FLEET MANAGEMENT: RONALD MILLER, DIRECTOR

43. Consideration to renew parts/service contract FY25-034 with the following vendors: **26-743**

1). Bone's Custom Cycles, Laredo, TX in an annual amount up to $130,000.00 and $260,000.00 for the remainder of the contract term;

2). Laredo Mechanical Industrial Services, Laredo, TX in an annual amount up to $75,000.00 and $150,000.00 for the remainder of the contract term;

3). Gutierrez Machine & Welding Shop, Laredo, TX in an amount up to $75,000.00 and $150,000.00 for the remainder of the contract term:

for providing small and large size trailer repair services for the Fleet Department. The term of this contract shall be for a period of one-year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price

increase during the last extension period. This contract can be renewed for two additional one-year extension periods, upon mutual agreement of the parties. Funding is available in the Fleet Management fund.

44. Consideration to renew contract FY24-053 with Cabello Recovery and Auction Services, Laredo, TX in the annual amount of $200,000.00 for towing services for non-police city owned vehicles. The term of this contract shall be for a period of two years beginning the date of its execution. There was no price increase during the last extension period. This is the last extension period for this contract. All services will be secured on an as needed basis. Funding is available in the Fleet Management Fund. **26-764**

PUBLIC HEALTH: DR. RICHARD A. CHAMBERLAIN, DIRECTOR

45. A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept and enter into a continuation contract from the Department of State Health Services (DSHS) for the Public Health Emergency Preparedness (PHEP) Grant Program for total award amount of $341,737.00, with an in-kind match of $34,174.00 for the City of Laredo Public Health Department, for the term period from July 01, 2026 through June 30, 2027. Funding is available in the Laredo Public Health Department Fund - PHEP Grant. **2026-R-108**

46. A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept and enter into a contract amendment from the Texas Health and Human Services Commission (HHS) for the Family Planning Program (FPP) Project Grant for a decrease in funds in the amount of $154,433.00, for a new total award of $154,432.00, with no match for the City of Laredo Public Health Department for the term period from September 01, 2025 through August 31, 2026. Funds will be accounted for in the Laredo Public Health Department Fund - Family Planning Program (FPP) Project Grant. **2026-R-109**

47. A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept and enter into a continuation contract from the Department of State Health Services for the Immunizations Local Grant Program in the amount of $230,491.00 with a program income of $125,000.00 for a total of $355,491.00, with no match for the City of Laredo Public Health Department for the term period from September 01, 2026 through August 31, 2027. Funds will be allocated to the Laredo Public Health Department Fund - Immunizations Local Grant. **2026-R-112**

PLANNING & ZONING: VANESSA GUERRA, DIRECTOR

48. Authorizing the City Manager to negotiate and execute a **26-898**

professional services annual agreement with AOKA for plan review, inspection, and Building Official services for an initial term of one (1) year, with the option to extend for an additional four (4) years; the agreement shall not exceed $250,000.00 per fiscal year. Funding is available in General Fund-Planning Department-Building Inspections Division.

POLICE: MIGUEL RODRIGUEZ, CHIEF OF POLICE

49. A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to ratify the submission of a grant application and to accept said grant from K9s4COPs to receive a dual-purpose detection police service canine to be trained and used by the Laredo Police Department for law enforcement purposes. The police service canine is strictly a donation and will be at no cost to the City of Laredo. **2026-R-106**

SOLID WASTE: BISHOP P. WAGENER , DIRECTOR

50. Consideration to authorize the purchase of one (1) unit of heavy equipment for the Solid Waste Department from RDO Equipment Co. from Laredo, Tx. in the amount not to exceed $1,715,554.85. The heavy equipment unit is a 2026 TANA by Humdinger Equipment H555 landfill compactor. The purchase of this equipment shall be made utilizing the HGAC Buy Contract Pricing Contract Number PW 10-25 Humdinger Equipment / RDO Equipment (Dealer). Funding is available in the Solid Waste Fund and Solid Waste 2023 Certificate of Obligation issue. **26-681**

51. Consideration to award contract RFP 2026-007 with sole bidder TAMCO Services, Laredo, TX in an amount not to exceed $185,000.00 annually and for a total contract value of $740,000.00 for the disposal of freon for refrigerators and window A/C units for the Solid Waste Department. This service is needed in order to comply with the Texas Commission on Environmental Quality (TCEQ) regulations and guidelines to properly dispose of freon by certified technicians. The term of this contract shall be for a period of two (2) years and may be extended for an additional two (2) year period, upon mutual agreement of both parties and contingent upon the availability of appropriated funds. Funding is available in the Solid Waste Department Fund. **26-720**

TAX: DORA MALDONADO, TAX ASSESSOR COLLECTOR

52. Motion to approve tax roll adjustments for the month of March 2026. The amounts adjusted represent a decrease of $61,308.69 for prior year taxes and a decrease of $396,091.86 for current year taxes. The aggregate adjustment represents a decrease of $457,400.55. These adjustments are determine by value changes reported by the Webb County Appraisal District, which include **26-719**

rollbacks and reflected in General Fund.

UTILITIES: DR. TAREQ AL-ZABET, DIRECTOR

53. Consideration to award service contract FY25-073 to HST Utility Inc, Saint Petersburg, Florida in an amount of $467,250.00 for Phases I to IV to replace existing large water meters with Neptune Mach 10 ultrasonic water meters at various locations throughout the city. The Utilities Department is awarding Phase I for $125,800.00 immediately and then reserves the right to award Phase II ($180,100.00), Phase III ($98,300.00), and Phase IV ($63,050.00) at later dates and if it determines fit. Each phase will include the replacement of a specified number of meters. This contract shall be for an initial period of six (6) months from the commencement date. Funding is available in the Waterworks Fund - 2024 Water Revenue Bond. **26-747**

54. Authorizing the City Manager to award professional consulting services contract RFQ2026-006 to Carollo Engineers, Inc., Dallas, TX, for the assessment and optimization study of the City of Laredo's surface water treatment plants in the amount of $981,690.00 **26-785**

55. Authorizing the City Manager to award professional engineering services contract FY25-098 RFQ to Tank Industry Consultants, Indianapolis, IN, for the design of a new Elevated Storage Tank (EST) in the amount of $266,316.00. Funding is available in the Waterworks Fund - 2022 Water Revenue Bond **26-786**

56. Consideration to renew service contract FY24-064 with Midas Contractors, LLC, of Laredo, Texas in an annual amount of $100,000.00 and $100,000.00 for the remainder of the contract term, for lawn and landscaping restoration caused by excavation work during water line break repairs. This contract is based on the unit costs of measured areas in square feet and linear measurements in feet, and includes the cost of a licensed irrigator, plus a contingency fund to cover miscellaneous landscaping components including, but not limited to replacing individual trees, mulch, various plantings, and other landscaping appurtenances. The term of this contract shall be for a period of one year beginning as of the date of its execution. There was no price increase during the last extension period. This is the second of three one-year extension periods. All services will be secured on an as needed basis. Funding is available in the Waterworks Fund. **26-817**

END OF CONSENT AGENDA

STAFF REPORTS

57. Staff report with possible action regarding RFQ 2026-003 for Wildlife Management Professionals Services with Brewster Environmental Quality Services LLC for developing and implementing wildlife population control plans for wild hogs and javelinas within the city limits and surrounding areas. **26-820**

58. Presentation with possible action of the FY2024-2025 Annual Comprehensive Financial Report (ACFR) prepared by the City Laredo's Financial Services Department and audited by the Independent Audit Firm of Canales, Garza, and Baum, P.L.L.C. **26-844**

EXECUTIVE SESSION

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

59. Request for Executive Session pursuant to Texas Government Code § 551.071 (Consultation with Attorney) to receive legal advice regarding regulatory compliance matters, potential enforcement actions, possible litigation exposure, and related internal review processes involving the Environmental Solid Waste Services Department, the Utilities Department, and any other necessary departments. **26-912**

RECESS AS THE LAREDO CITY COUNCIL AND CONVENE AS THE LAREDO MASS TRANSIT BOARD

60. Authorizing the City Manager to submit a grant application in the amount of $9,022,377.00 to the Federal Transit Administration (FTA) for Fiscal Year 2026 Section 5307 Urbanized Area Formula grant program. The FTA Share is $4,977,863.00 and Local Match in the amount of $4,044,514.00. Funding will be used to cover part of the operating expenses (50/50) and capital preventive maintenance expenses (80/20) for El Metro Operations. No Financial Impact at the moment. **2026-RT-17**

61. Authorizing the City Manager to donate two (2) 2011 Gillig 40 ft. diesel buses from the City of Laredo - Laredo Transit Management Inc. (LTMI) to Southwest Area Regional Transit District (SWART) in Eagle Pass, TX. The donation will be “as is,” and the City of Laredo shall assume no liability for its use following transfer. Both buses have been fully depreciated and hold no monetary value. **2026-RT-18**

ADJOURN AS THE LAREDO MASS TRANSIT BOARD AND RECONVENE AS THE LAREDO CITY COUNCIL

GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

Request by Mayor Dr. Victor D. Treviño

62. Discussion with possible action to negotiate and consider a limited right-of-entry framework under which City-contracted subject-matter experts may accompany federal officials to perform coordinated analyses of the Rio Grande, ensuring a comprehensive assessment of potential harm associated with proposed water buoy installations to international bridges, water intake infrastructure, and related public safety interests, and any matters related thereto. **26-C-74**

63. Discussion with possible action on the development of an Emergency Action Plan to address the City of Laredo's limited water storage capacity, including reclamation and recapture plan to prevent water loss and fully utilize available resources, and any matters related thereto. **26-C-76**

Sponsors: Cm. Vanessa Perez

Request by Council Member Ricardo "Richie" Rangel, Jr.

64. Discussion with possible action to review and reevaluate designated smoking areas and related ordinances at Unitrade Stadium and Sames Auto Arena, including consideration of any necessary updates or amendments, and any other matters incident thereto. **26-C-71**

65. Discussion with possible action on a status report on the downtown plaza theater and any other matters incident thereto. **26-C-72**

Request by Council Member Tyler King

66. Discussion with possible action regarding the status of the economic impact study related to a potential Project Finance Zone (PFZ), a designation under Texas law that allows a municipality to establish a three-mile zone centered on a convention center or arena, within which incremental state hotel occupancy tax revenue and, where authorized, certain sales tax revenues generated within the zone may be rebated to the City for a period of up to 30 years to support related improvements, and any other matters incident thereto. **26-C-64**

67. Discussion with possible action regarding a request for quarterly public presentations to the City Council from Finance as it relates to the status of the City's investment income, and any other matters incident thereto. **26-C-65**

68. Discussion with possible action regarding the status of negotiations for a Wildlife Management Professionals services contract with sole bidder Brewster Environmental Quality Services LLC, Laredo, TX, **26-C-66**

for developing and implementing wildlife population control plans in reducing the population of wild hogs (Susscrofa) and javelinas (Pecari tajacu) within the city limits and surrounding areas, which have increasingly become a threat to public safety, property, and the local ecosystem body, and any other matters incident thereto.

Request by Council Member Vanessa J. Perez

69. Discussion with possible action regarding amplified sound and noise regulations in residential areas, and any other matters incident thereto. **26-C-70**

Request by Council Member Alyssa Cigarroa

70. Discussion with possible action to approve the unanimous recommendation of the Ad Hoc Riverfront Advisory Committee, to direct City Manager, with its outside legal counsel to contract an independent hydraulic/hydrologic/geomorphic study of the impact of the federal government's proposed walls and buoys along the Rio Grande river corridor during flood events in the City of Laredo. **26-C-73**

Sponsors: Mayor Pro Tempore Gilbert Gonzalez, Cm. Ricardo "Richie" Rangel Jr. and Cm. Ricardo "Rick" Garza

ADJOURN

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Tuesday, April 28, 2026 at 5:00 p.m.

City of Laredo

City Council

Meeting Date: 5/4/2026 **Recognition 1.**

City of Laredo

City Council

Meeting Date: 5/4/2026 **Recognition 2.**

City of Laredo

City Council

Meeting Date: 5/4/2026 **Recognition 3.**

City of Laredo

City Council

Meeting Date: 5/4/2026 **Recognition 4.**

City of Laredo

City Council

Meeting Date: 5/4/2026 **Recognition 5.**

City of Laredo

City Council

Meeting Date: 5/4/2026 **Recognition 6.**

City of Laredo

City Council

Meeting Date: 5/4/2026 **Recognition 7.**

City of Laredo

City Council

Meeting Date: 5/4/2026 **Recognition 8.**

City of Laredo

City Council

Meeting Date: 5/4/2026 **Recognition 9.**

City of Laredo

City Council

Meeting Date: 5/4/2026 **Recognition 10.**

City of Laredo

City Council

Meeting Date: 5/4/2026 **Recognition 11.**

City of Laredo

City Council

Meeting Date: 5/4/2026 **Communications 12.**

City of Laredo

City Council

Meeting Date: 5/4/2026 **Communications 13.**

City of Laredo

City Council

Meeting Date: 5/4/2026 **Appointment 14.**

SUBJECT
Re-appointment by the City Manager, Joseph W. Neeb, of Gilberto L. Navarro to the Fire Fighters' and Police Officers' Civil Service Commission of the City of Laredo to serve a (2) year term effective May 4, 2026 to May 4, 2028.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

PREVIOUS COUNCIL ACTION
During the April 15, 2024 City Council meeting APPT. 33: “Re-appointment by the City Manager, Joseph W. Neeb, of Gilberto L. Navarro to the Fire Fighters' and Police Officers' Civil Service Commission of the City of Laredo to serve a (2) year term effective April 28, 2024 to April 28, 2026”. Item was approved by Council.

BACKGROUND
Texas Local Government code, section 143.006 (b)

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Staff recommends approval of this item as presented.

Fiscal Impact

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

FINANCIAL IMPACT:
N/A

Fire Fighters' and Police Officers' Civil Service Commissioner Gilberto L. Navarro

Chief Gilberto Navarro brings nearly four decades of dedicated law enforcement experience and public service to his role as a Fire and Police Civil Service Commissioner for the City of Laredo. He began his career with the Laredo Police Department in May 1979 and steadily rose through the ranks, demonstrating leadership, commitment, and professionalism at every level.

Throughout his distinguished career, Chief Navarro was promoted to Police Investigator in 1990, Sergeant in 1992, Lieutenant in 1999, and Deputy Police Chief in 2002. He later served as Assistant Police Chief beginning in 2004, a position he held until his retirement in January 2018. During his tenure, he also served twice as Acting Police Chief—first in 2007 and again from 2012 to 2013—providing steady leadership during transitional periods within the department.

Following his retirement, Chief Navarro continued his commitment to public service through his appointment to the Fire and Police Civil Service Commission in 2021.

He was first appointed to a three-year term from April 28, 2021, to April 28, 2024. In recognition of his continued service and valuable contributions, he was reappointed to a second term of two years from April 28, 2024, to April 28, 2026. Chief Navarro is now being considered for re-appointment to a third, two-year, term, continuing his dedication to supporting fair and impartial civil service processes.

CITY OF LAREDO

HUMAN RESOURCES DEPARTMENT

MEMORANDUM

TO: Joseph W. Neeb
City Manager

FROM: Cesar R. Garza CRG
Civil Service Director

THRU: Carolina Thurkettle
Interim Human Resources Director

DATE: April 8, 2026

SUBJECT: **Re-Appointment of Gilberto L. Navarro. to the Fire Fighters' & Police Officers' Civil Service Commission of the City of Laredo to serve a two (2) year term**

Section 143.006 of the Texas Local Government Code provides that the Fire Fighters' and Police Officers' Civil Service Commission shall consist of three (3) members appointed by the municipality's chief executive (City Manager) and confirmed by the governing body of the municipality.

The municipality's chief executive may reappoint a commission member to consecutive terms. A commission member may not be reappointed to more than a third consecutive term unless the member's reappointment to a fourth or subsequent consecutive term is confirmed by a two-thirds majority of all the members of the municipality's governing body.

Current Commissioners:

Commissioners Name	Term Number	Appointed Dated	Expiration Date
Raul P. Garcia, Jr.	3rd Term	September 15, 2025	September 15, 2028
Gilberto L. Navarro	2nd Term	April 28, 2024	April 28, 2026
Ramiro R. Elizondo, Jr.	1st Term	April 28, 2024	April 28, 2027

Gilberto L. Navarro, a retired City of Laredo Assistant Police Chief and dedicated Civil Service Commissioner of 2 years, wants to serve a third, two (2) year term.

Commissioners Name	Term Number	Appointed Date	Expiration Date
Gilberto L. Navarro	3rd Term	May 4, 2026	May 4, 2028

Request: ✓ Approve _____ Disapprove

Joseph W. Neeb, City Manager

If you have any questions, please feel free to call our office at (956) 791-7411.

xc: Civil Service Commission

City of Laredo

City Council

Meeting Date: 5/4/2026 **Appointment 15.**

City of Laredo

City Council

Meeting Date: 5/4/2026 **Planning & Zoning Public Hearing & Introductory Ordinance 16.**

SUBJECT
Public Hearing and Introductory Ordinance Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1, Kimberly Plaza Subdivision, located at 4800 McPherson Road, from B-3 (Community Business District) to B-4 (Highway Commercial District).

The Planning and Zoning Commission recommended denial of the proposed zone change, and staff does not support the application.

ZC-036-2026
District IV

Council District: District 4 **Zone Case:** ZC-036-2026

Letters sent to property owners: 21

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Deny
The Planning & Zoning Commission in an 5 to 0 vote recommended denial of the proposed zone change.

STAFF RECOMMENDATION - Does not support
Staff does not support the application.

City Council-Regular Meeting

Date: 05/04/2026

Initiated By: Ramon Chavez, Assistant City Manager

Initiated By: TXINV Family Limited Partnership, Owner; Raul Cantu, Applicant

Staff Source: Vanessa Guerra, MPA, AICP, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1, Kimberly Plaza Subdivision, located at 4800 McPherson Road, from B-3 (Community Business District) to B-4 (Highway Commercial District).

The Planning and Zoning Commission recommended denial of the proposed zone change, and staff does not support the application.

ZC-036-2026

District IV

PREVIOUS COUNCIL ACTION

On April 1, 2019, City Council made a motion to approve a special use permit for a restaurant serving alcohol. (Ordinance No. 2019-O-049).

BACKGROUND

Council District: IV – Cm. Ricardo Garza

Proposed use: The proposed use is Groceries/Related Products (Wholesale).

- The applicant was advised about applying for a conditional use permit (CUP), and decided to attempt the zone change instead of applying for the CUP.

Site: The site is currently occupied by a commercial structure, which includes, Suarez Restaurant, Mr. Corn, and Obregon's Restaurant.

Surrounding land uses: To the north of the site is a commercial plaza, which includes, Saludos Brewing and Print x Press, and single-family residential uses. To the east of the site is McPherson Road, and Multi-Family Residential uses. To the south of the site is Broadacres Apartments. To the west of the site is Broadacres Apartments and single-family residential uses.

Comprehensive Plan: The Future Land Use Map recognizes this area as Neighborhood Mixed-Use.

https://www.cityoflaredo.com/LaredoPlanning/wp-content/uploads/2021/03/viva-laredo-city-of-laredo-comprehensive-plan.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies McPherson Road as a major arterial.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 21
Inside 200' Radius: In Favor: 0 **Opposed:** 0
Outside 200' Radius: In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION
The Planning & Zoning Commission in a **5** to **0** vote recommended denial of the proposed zone change.

STAFF RECOMMENDATION
Staff **does not support** the proposed zone change for the following reasons:

1. The proposed zone change is not in conformance with the Comprehensive Plan's designation as Neighborhood Mixed-Use (All Except, M-1, M-2, B-4, AH, FH, OG, FiH), which does not include B-4 zoning districts.
2. The property is surrounded by residential uses to the south and west of the site.
3. The proposed zone change may introduce uses that are incompatible with the surrounding land uses.

Notice to the owner/applicant:

1. The approval of the zone change does not guarantee the issuance of a building permit and requires full compliance with all applicable municipal codes and regulations.

Staff **does not support** the application.

B-4. The purpose of the B-4 District (Highway Commercial District) is to provide for those businesses and services serving a regional area which are to be located primarily along principal (major) arterial streets or the freeway, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily along principal arterial streets or the freeway and to impose site development regulations to ensure adequate access of all uses within this classification.

Is this change contrary to the established land use pattern?
Yes. The surrounding land uses include residential uses, such as single family residences, apartments and town-homes. The surrounding land uses also include commercial uses, such as a commercial plaza.

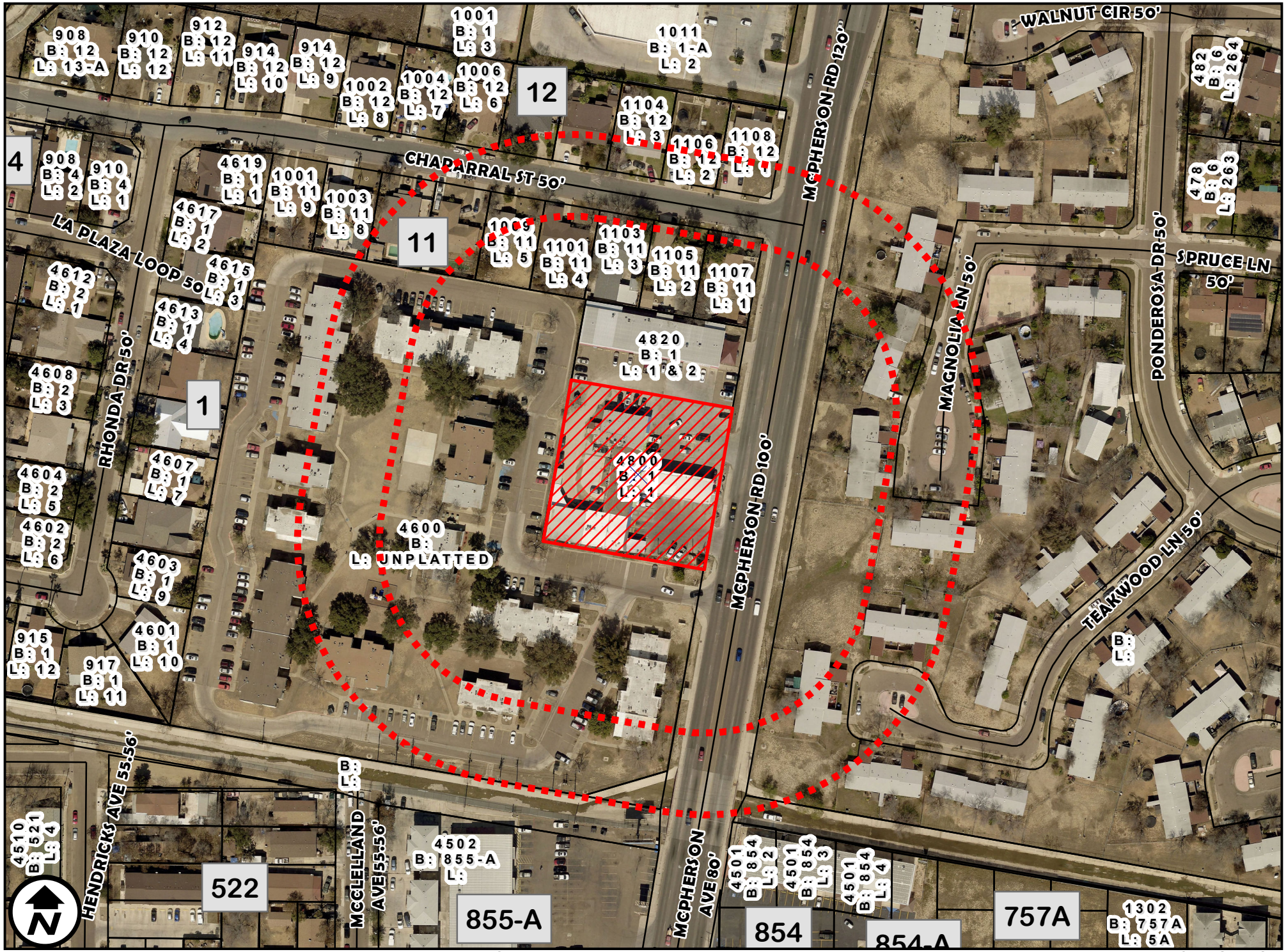
Would this change create an isolated zoning district unrelated to surrounding districts?
The property is surrounded by residential zoning districts (R-1 and R-2 zoning).

Will change adversely influence living conditions in the neighborhood?
Yes. The proposed zone change is anticipated to have a negative impact with the surrounding area or neighborhoods, as it may introduce uses that are dissimilar to the area.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
The existing zone does not allow for a Groceries/Related Products (Wholesale) as intended by the applicant.

Attachments

Maps
Zone Change Signage
Comp Plan Alignment
Draft Ordinance

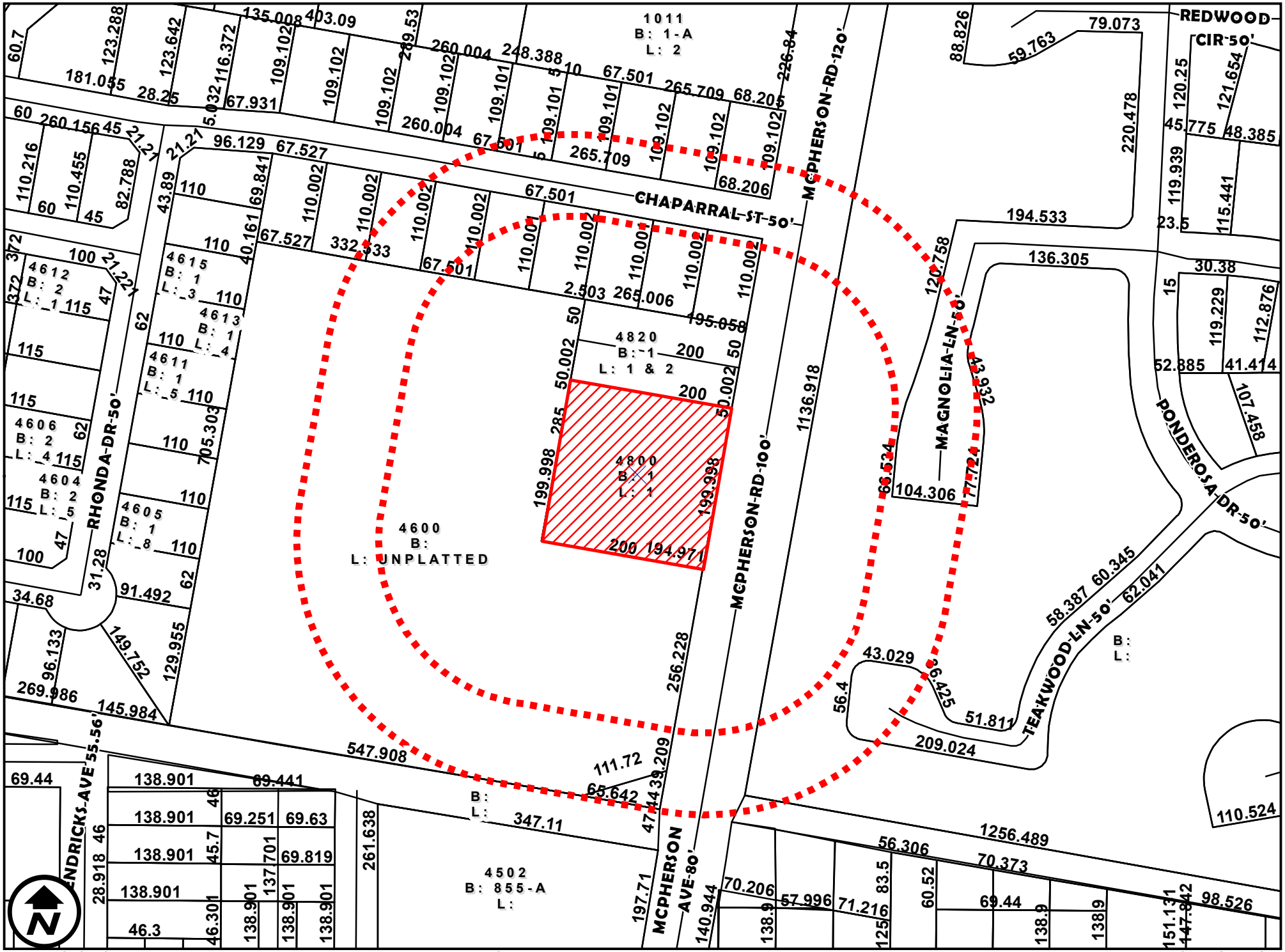


AERIAL MAP

1 inch = 150 feet

ZC-036-2026
COUNCIL DISTRICT 4
4800 MCPHERSON ROAD

APPLICATION FO
B-3 (COMMUNITY BUSINESS DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)

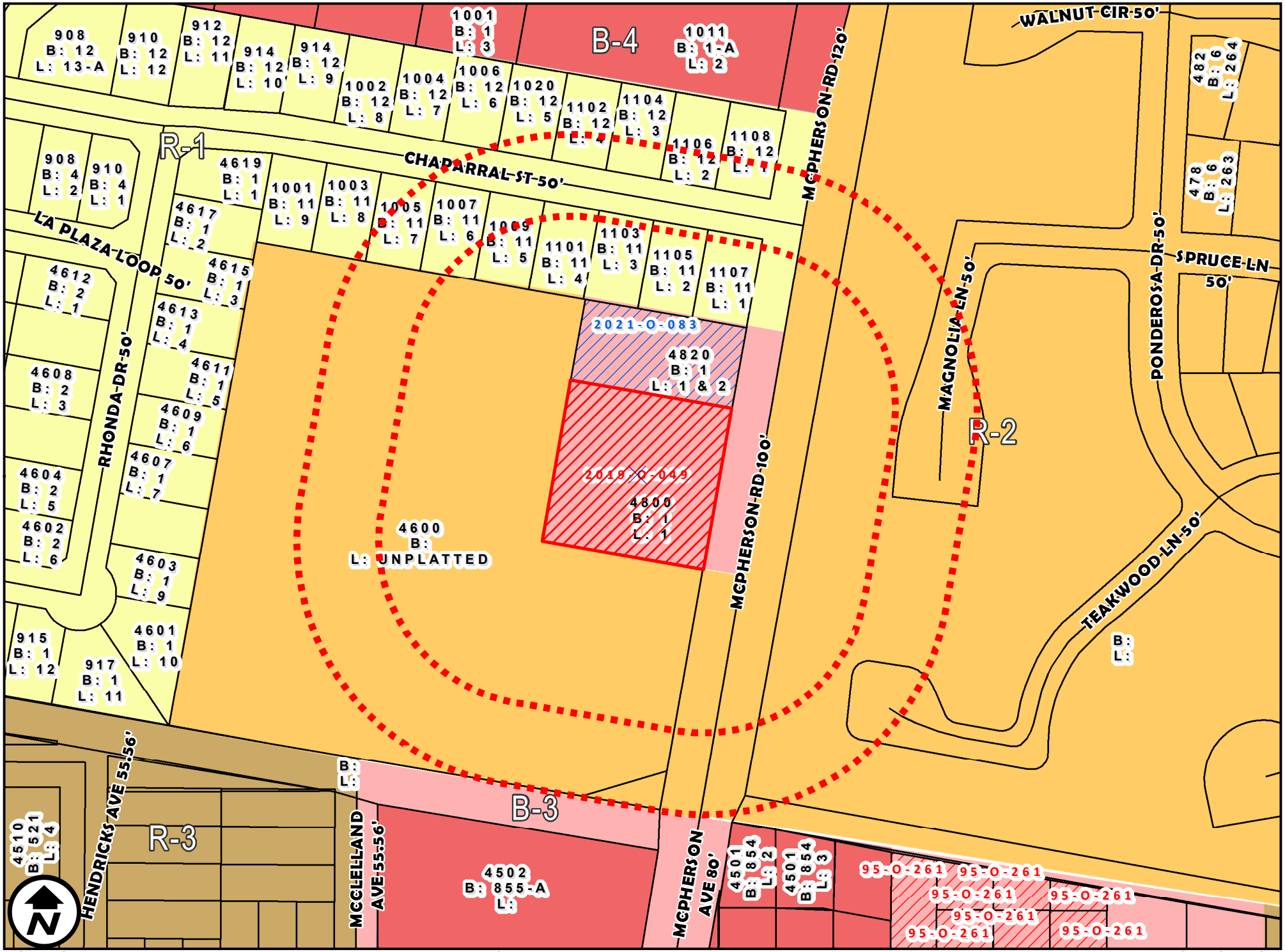


DIMENSIONS MAP

1 inch = 150 feet

ZC-036-2026
COUNCIL DISTRICT 4
4800 MCPHERSON ROAD

APPLICATION FO
B-3 (COMMUNITY BUSINESS DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)

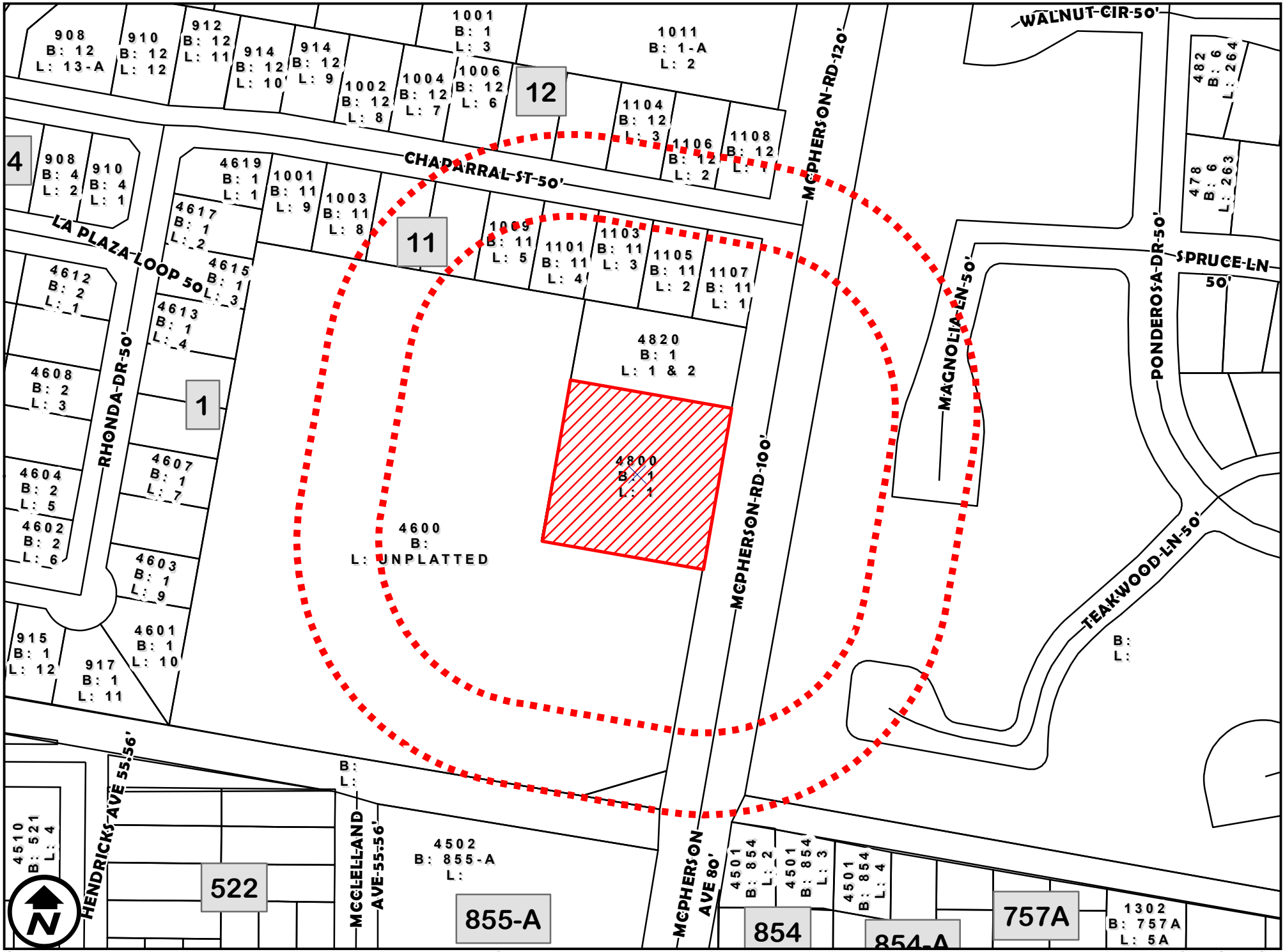


ZONING MAP

1 inch = 150 feet

ZC-036-2026
COUNCIL DISTRICT 4
4800 MCPHERSON ROAD

APPLICATION FC
B-3 (COMMUNITY BUSINESS DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)

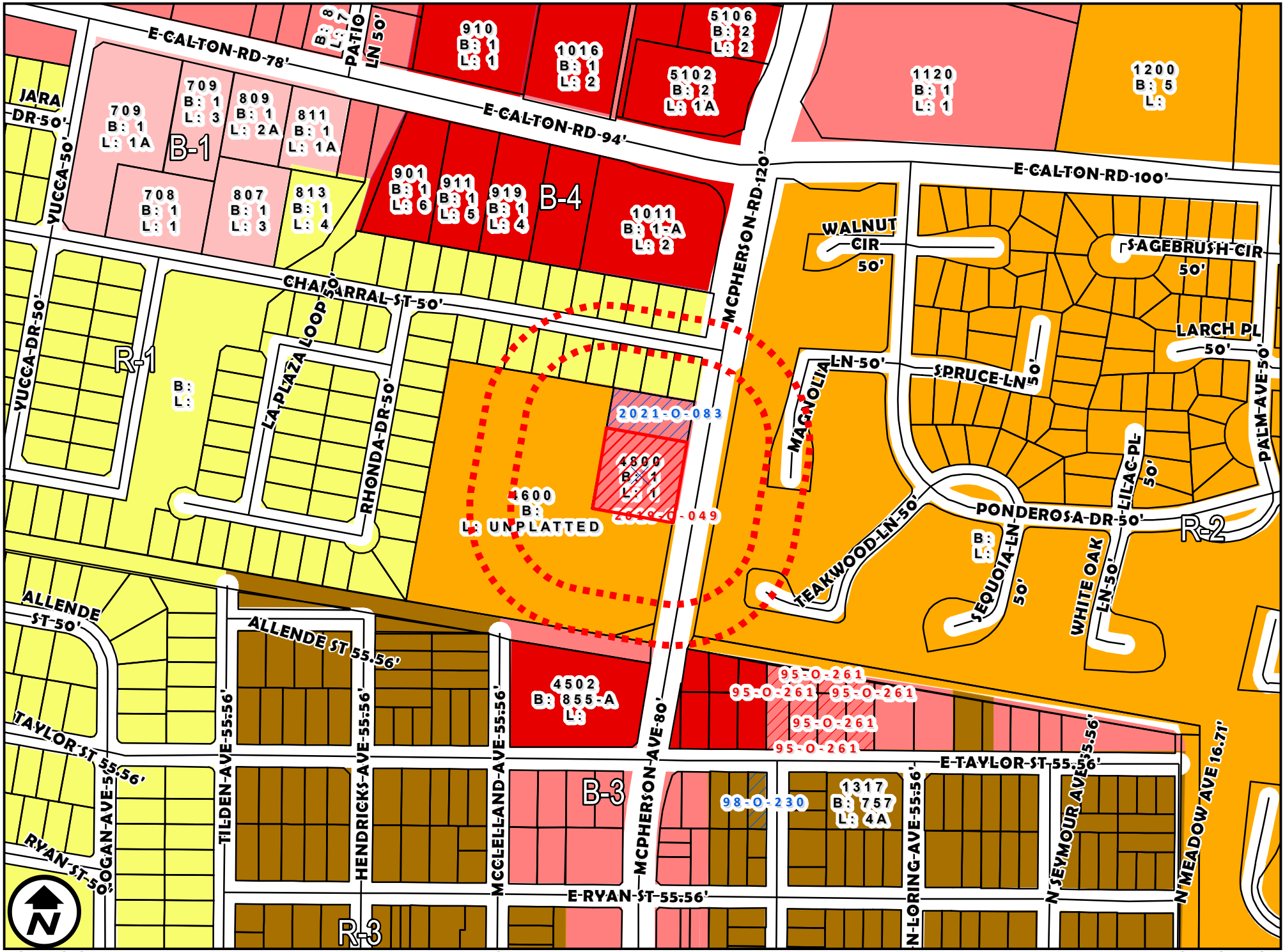


SURVEY MAP

1 inch = 150 feet

ZC-036-2026
COUNCIL DISTRICT 4
4800 MCPHERSON ROAD

APPLICATION FC
B-3 (COMMUNITY BUSINESS DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)

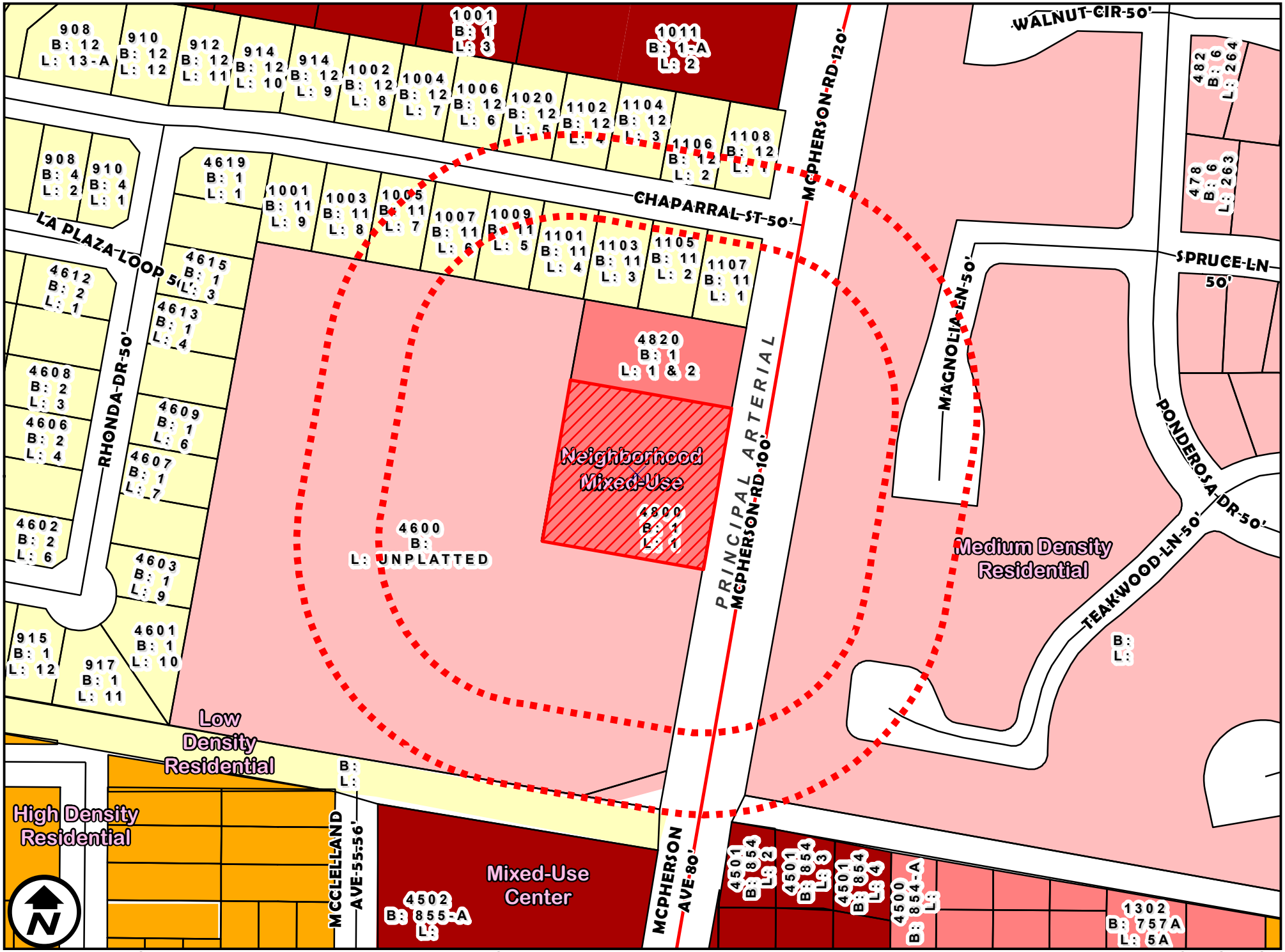


ZONING OVERVIEW

1 inch = 300 feet

ZC-036-2026
COUNCIL DISTRICT 4
4800 MCPHERSON ROAD

APPLICATION FC
B-3 (COMMUNITY BUSINESS DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)

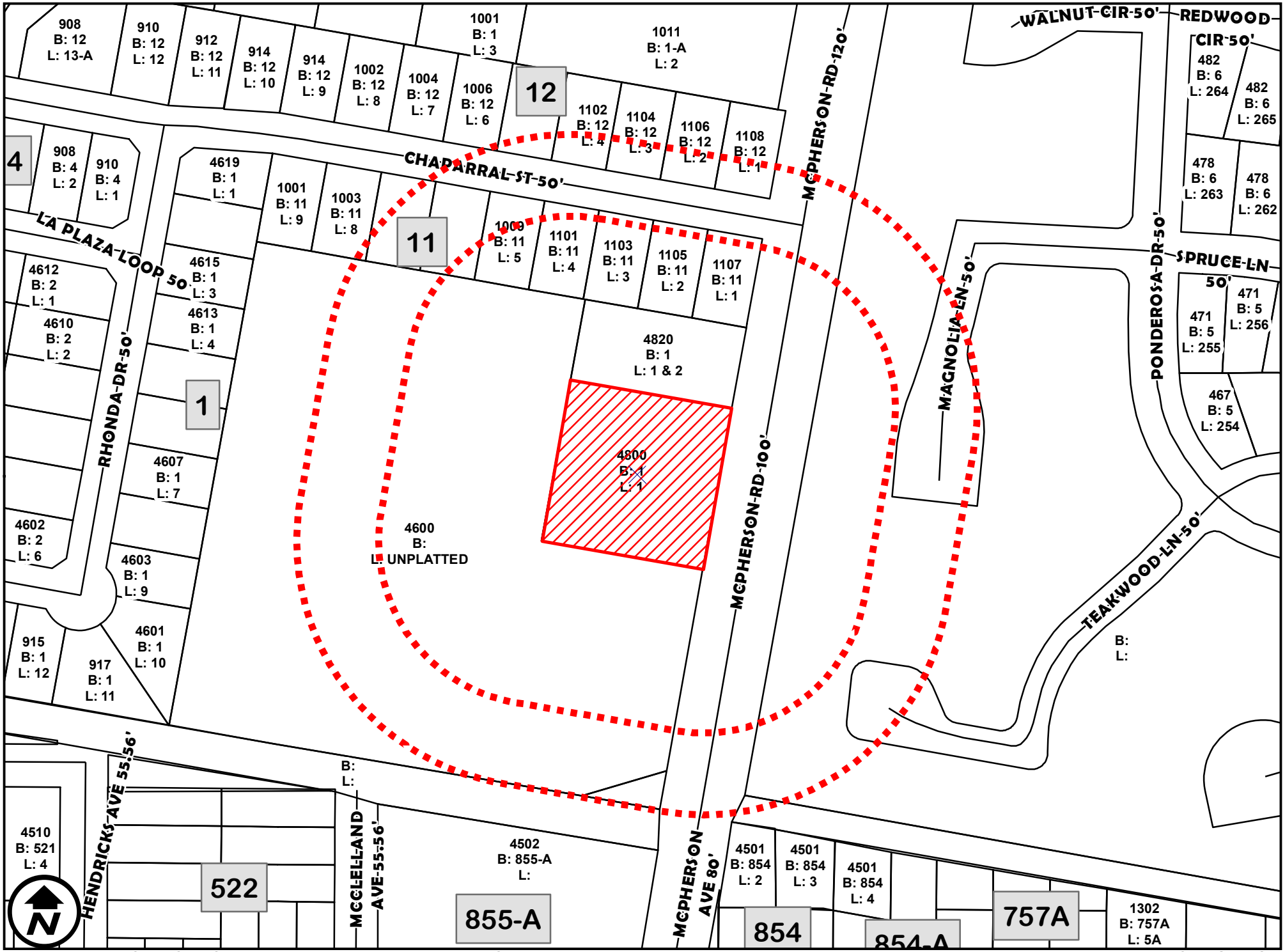


FUTURE LANDUSE

1 inch = 150 feet

ZC-036-2026
COUNCIL DISTRICT 4
4800 MCPHERSON ROAD

APPLICATION FC
B-3 (COMMUNITY BUSINESS DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-036-2026
COUNCIL DISTRICT 4
4800 MCPHERSON ROAD

APPLICATION FC
B-3 (COMMUNITY BUSINESS DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-036-2026
ATTENTION
PROPOSED
ZONE CHANGE
FROM B-3 TO B-4
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

City Council Agenda Item ZC-036-2026, proposing rezoning from **B-3 (Community Business District)** to **B-4 (Highway Commercial District)**

---

1. Level of Alignment

☐ Strong
☐ Moderate
☑ **Weak/None** – Lacks identifiable alignment or conflicts with existing verbatim goals or policies.

---

2. Supporting Goal(s)/Policy(ies)

Goal 1.3

"Ensure the Future Land Use Map and zoning ordinance are aligned and consistently applied."
Page 60
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The Future Land Use Map designates the subject site as **Neighborhood Mixed-Use**, which explicitly excludes B-4 zoning districts. The proposed rezoning to B-4 directly conflicts with this designation and undermines the Plan's directive for consistency between zoning and adopted land use policies.

Policy 6.1.2

"Promote compatibility between land uses and ensure appropriate transitions between differing land use intensities."
Page 285
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The proposed B-4 zoning allows for higher-intensity, regional-scale commercial uses. The site is surrounded by residential uses (single-family and multi-family), and the introduction of more intensive highway commercial uses would not provide an appropriate transition, thereby conflicting with this policy.

Policy 6.1.3

"Encourage mixed-use development in appropriate locations to reduce the need for driving, improve walkability, and increase neighborhood vibrancy."
Page 285
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
Neighborhood Mixed-Use areas are intended to support walkable, neighborhood-serving uses. The proposed B-4 zoning promotes auto-oriented, regional commercial uses, which contradict the intent of creating pedestrian-friendly, integrated mixed-use environments.

---

3. Summary of Alignment

The proposed rezoning from B-3 to B-4 demonstrates **Weak/None** alignment with the *Viva Laredo Comprehensive Plan*. The Future Land Use Map designates the area as **Neighborhood Mixed-Use**, and **Goal 1.3** clearly requires that zoning decisions remain consistent with this designation. The introduction of B-4 zoning, which allows for more intensive, regional-scale commercial uses, directly conflicts with this framework.

Furthermore, the proposal does not satisfy **Policy 6.1.2**, as it fails to provide appropriate land use transitions between commercial and adjacent residential properties. The increase in intensity permitted under B-4 zoning raises concerns regarding **compatibility, traffic, noise, and neighborhood character**.

The proposal also contradicts **Policy 6.1.3**, which promotes walkable, mixed-use environments. B-4 zoning encourages auto-oriented development patterns that are inconsistent with the pedestrian-friendly and neighborhood-scale vision of the Comprehensive Plan.

Overall, the request introduces a higher-intensity zoning classification that is incompatible with both the Future Land Use Map and surrounding land uses, intersecting negatively with broader planning themes of **mobility, land use compatibility, and neighborhood livability**.

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 1, BLOCK 1, KIMBERLY PLAZA SUBDIVISION, LOCATED AT 4800 MCPHERSON ROAD, FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on Lot 1, Block 1, Kimberly Plaza Subdivision, located at 4800 McPherson Road, from B-3 (Community Business District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on March 19, 2026; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **denial** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on April 20, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

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

Section 1: The Zoning Map of the City of Laredo is hereby amended on Lot 1, Block 1, Kimberly Plaza Subdivision, located at 4800 McPherson Road, from B-3 (Community Business District) to B-4 (Highway Commercial District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/4/2026 **Planning & Zoning Public Hearing & Introductory Ordinance 17.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1 and the west 1/3 varas of Lot 2, Block 1086, Eastern Division, located at 1901 Chihuahua Street, from R-O (Residential/Office District) to B-1 (Limited Business District).

The Planning and Zoning Commission recommended denial of the proposed zone change and staff does not support the application.

ZC-065-2025
District III

Council District: District 3 **Zone Case:** ZC-065-2025

Letters sent to property owners: 27

In Favor (within 200 radius): 1
Opposed (within 200 radius): 1

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Deny
The Planning and Zoning Commission in a 6 to 1 vote recommended denial of the zone change.

STAFF RECOMMENDATION - Does not support
Staff does not support the application.

City Council-Regular Meeting

Date: 5/4/2026

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: R GTZ Investments, Owner; Reynaldo Gutierrez, Jr., Applicant; Annabella Ramirez, Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1 and the west 1/3 varas of Lot 2, Block 1086, Eastern Division, located at 1901 Chihuahua Street, from R-O (Residential/Office District) to B-1 (Limited Business District.

The Planning and Zoning Commission recommended **denial** of the proposed zone change and staff **does not support** the application.

ZC-065-2025
District III

PREVIOUS COUNCIL ACTION
On September 15, 2025, the City Council motioned to table the item uncertain.

BACKGROUND

Council District: III – Cm. Melissa R. Cigarroa

Proposed use: The proposed use is not identified. The applicant did not identify a specific proposed use

Site: The site is currently occupied by a single-family residential structure.

Surrounding land uses: To the north is Chihuahua Street, vacant land, Advanced Auto Parts, Go Car Wash, Guadalupe Street, North Buena Vista Avenue, and rent a tire. To the east of the site is North Urbahn Avenue and primarily single-family residential uses. To the south of the site is Rosario Street and primarily single-family residential uses. To the west of the site is North Tapeyeste Avenue and primarily single-family residential uses.

Comprehensive Plan: The Future Land Use Map recognizes this area as Downtown Mixed Use.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Chihuahua Street as an Industrial Collector and North Buena Vista Avenue as a Local Street.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 27 **In Favor:** 1 **Opposed:** 1

COMMITTEE RECOMMENDATION
The Planning and Zoning Commission in a 6 to 1 vote recommended denial of the zone change.

STAFF RECOMMENDATION

Staff **does not support** the proposed zone change for the following reasons:

1. The proposed zone change is not in conformance with the Comprehensive Plan's designation as Downtown Mixed-Use (CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE), which does not include B-1 zoning districts.

2. Chihuahua Street is a boundary line between commercial and residential uses at this location.

3. South of Chihuahua Street is primarily single-family residential uses. The site abuts single-family residential uses to the east and south.

4. The current R-O zone already allows for neighborhood friendly commercial uses.

5. The proposed zone change of a B-1 will allow uses that will negatively impact the surrounding residential uses.

6. The proposed zone change of a B-1 will introduce uses that are dissimilar in the area.

7. The proposed zone change will create an isolated zoning district within the immediate vicinity of the site.

General Comments:
1. Pursuant of a conditional use permit is anticipated to be more appropriate at this location. However, the conditional use permit is not guaranteed.

2. The approval of the zone change does not guarantee the issuance of the building permit, certificate of occupancy, or any other permit which may be required.

3. Any use allowed under the current zone or proposed zone change is required to abide by all relevant municipal codes.

IMPACT ANALYSIS

B-1. The purpose of the B-1 Limited Business District is to provide for business and commercial development serving a limited geographic area or neighborhood.

Is this change contrary to the established land use pattern?
Yes. The proposed site abuts a large area of single-family residential uses.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes, the proposed will create an isolated zoning district. There are no B-1 zoning districts within the immediate vicinity of the proposed site.

Will change adversely influence living conditions in the neighborhood?

Possibly. It is anticipated to negatively impact the surrounding neighborhood due to the introductory uses of a B-1 zone change.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes, the existing zone does not allow for B-1 zoning uses. The applicant did not specify the specific proposed use.

Attachments:

Comp Plan Alignment

Maps

Zone Change Signage

Draft Ordinance

ZC-065-2025 – Comprehensive Plan Alignment

---

1. Level of Alignment

☐ **Weak/None** – Lacks identifiable alignment or conflicts with existing verbatim goals or policies.

---

2. Supporting Goal(s)/Policy(ies)

Policy 9.2.2:

"Encourage new commercial and mixed-use development in Neighborhood Mixed-Use areas in ways that maintain compatibility with adjacent residential neighborhoods and enhance neighborhood character."
— Page 9.34, Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
Although this policy supports commercial development, it emphasizes **compatibility** with surrounding residential areas. In this case, the proposed B-1 zone abuts single-family homes on three sides and is not compatible with the low-density residential character, violating the intent of this policy.

Policy 9.2.3:

"Encourage neighborhood-serving commercial uses in appropriate locations, and ensure that such uses are designed and managed in ways that are compatible with surrounding neighborhoods."
— Page 9.34, Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
The proposed B-1 zoning district introduces commercial uses that are **not supported in the Downtown Mixed-Use designation** of the Comprehensive Plan and are inconsistent with the current R-O zone, which already permits low-impact neighborhood-serving commercial uses. Staff concluded that B-1 uses would negatively impact adjacent residential properties.

Policy 4.1.2:

"Protect stable neighborhoods and prevent incompatible uses and blighting influences from encroaching on residential areas."
— Page 4.11, Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
Allowing a B-1 zone surrounded primarily by single-family residential uses represents an incompatible land use. Staff highlighted that this would introduce a dissimilar zoning district and may lead to deterioration of residential character.

---

3. Summary of Alignment

The proposed zone change from R-O to B-1 at 1901 Chihuahua Street conflicts with the Viva Laredo Comprehensive Plan in multiple respects. The **Downtown Mixed-Use** designation does not support B-1 zoning, and staff found that the change would introduce **incompatible commercial activity** into a largely residential area. The existing R-O zoning already accommodates neighborhood-friendly uses without jeopardizing residential character.

The request fails to uphold critical goals and policies of the plan regarding:

- **Neighborhood compatibility**,
- **Zoning conformity**, and
- **Protection from encroachment** by higher-intensity commercial districts.

As such, this agenda item demonstrates a **Weak/None** level of alignment with the Viva Laredo Comprehensive Plan.

Broader planning themes negatively impacted include **neighborhood preservation**, **land use compatibility**, and **community character**, without providing meaningful gains in **economic development** or **mobility**.

---

4. Additional Requirements

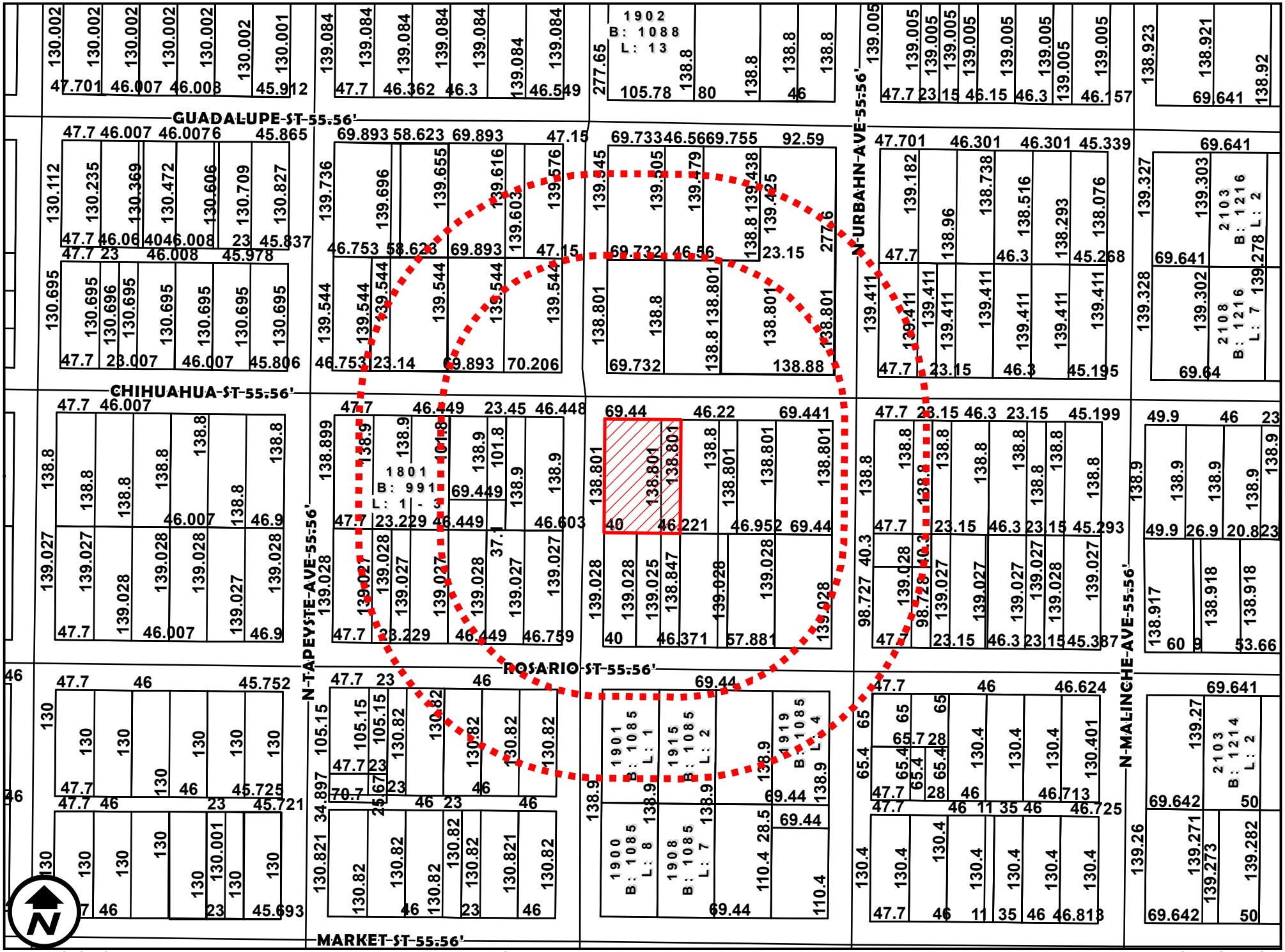
All cited goals and policies are quoted verbatim from the Viva Laredo City of Laredo Comprehensive Plan. No applicable goal or policy was found to justify the introduction of a B-1 zoning district in this specific context.

AERIAL MAP

1 inch = 150 feet

ZC-065-2025
COUNCIL DISTRICT 3
1901 CHIHUAHUA STREET

APPLICATION FC
R-O (RESIDENTIAL/OFFICE DISTRICT) T
B-1 (LIMITED BUSINESS DISTRICT)

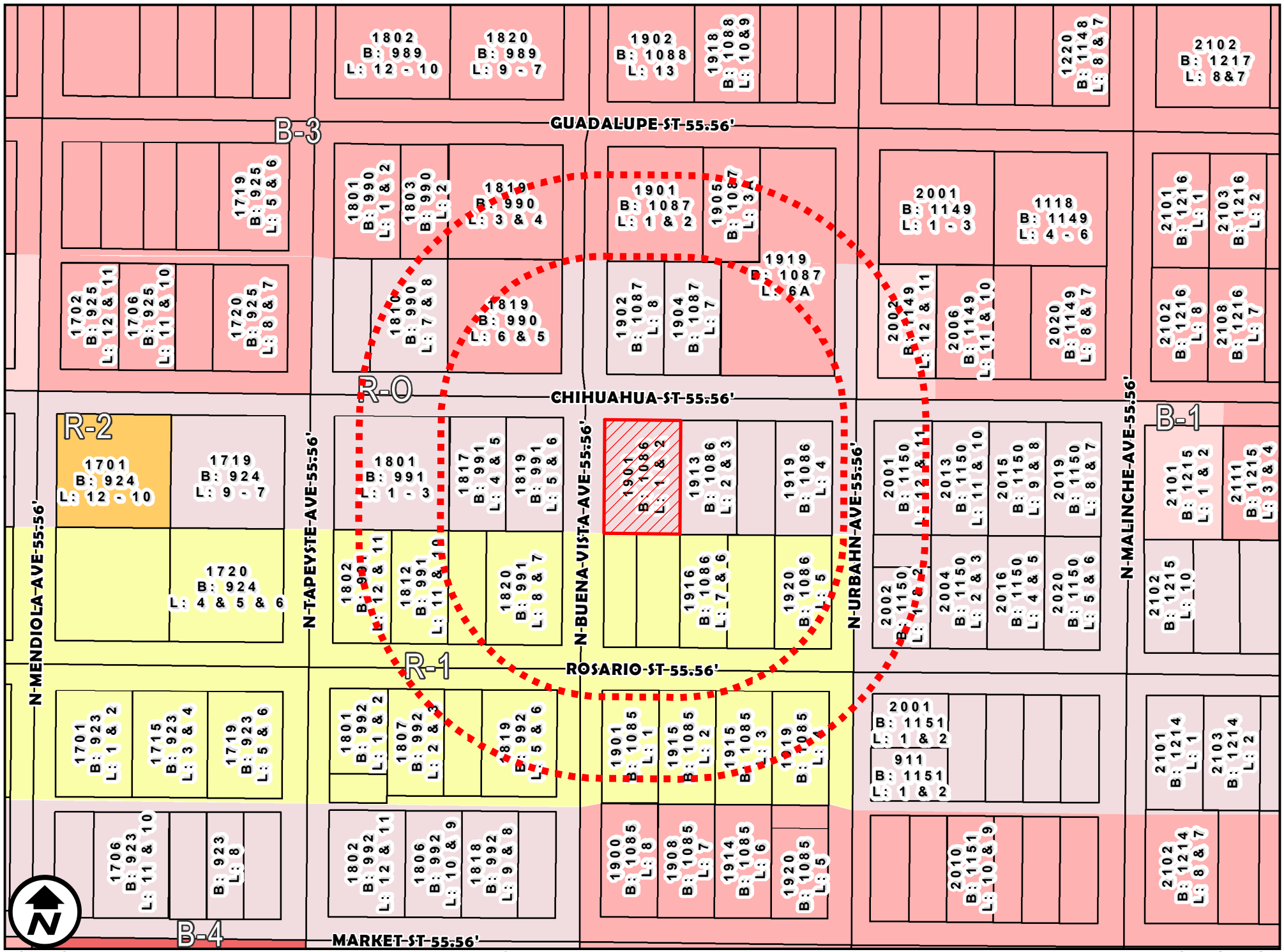


DIMENSIONS MAP

1 inch = 150 feet

ZC-065-2025
COUNCIL DISTRICT 3
1901 CHIHUAHUA STREET

APPLICATION FC
R-O (RESIDENTIAL/OFFICE DISTRICT) T
B-1 (LIMITED BUSINESS DISTRICT)

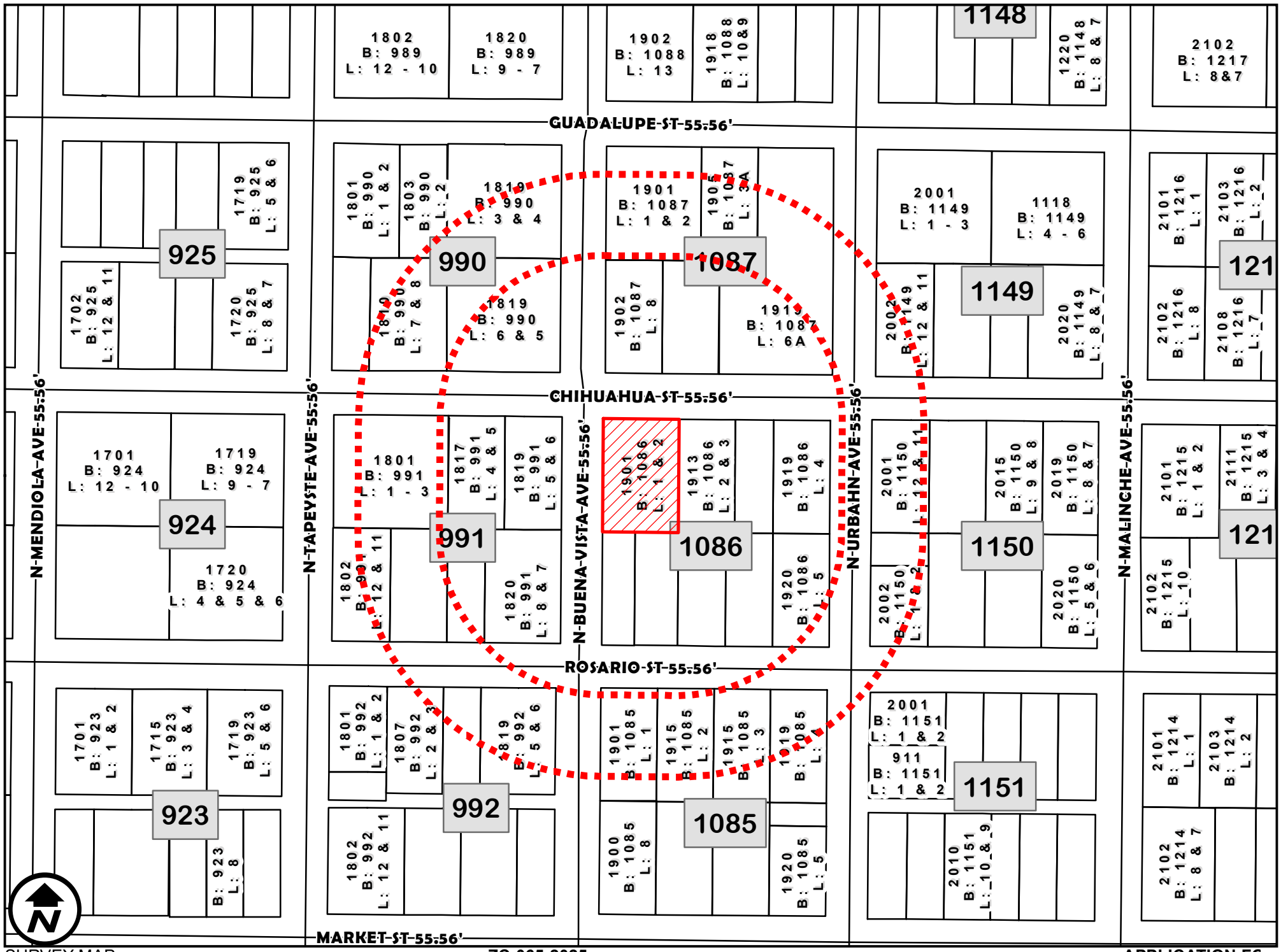


ZONING MAP

1 inch = 150 feet

ZC-065-2025
COUNCIL DISTRICT 3
1901 CHIHUAHUA STREET

APPLICATION FO
R-O (RESIDENTIAL/OFFICE DISTRICT) T
B-1 (LIMITED BUSINESS DISTRICT)

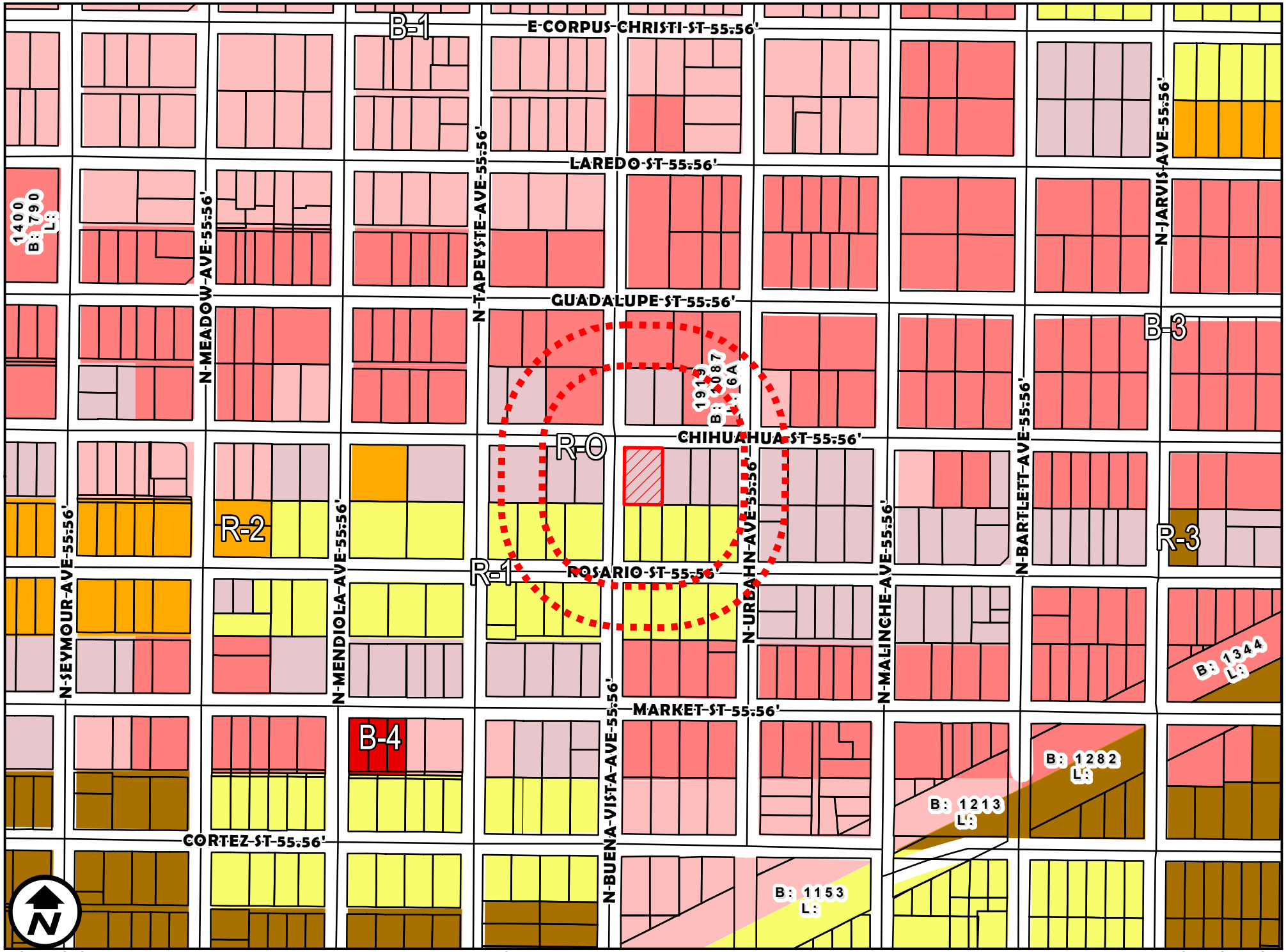


SURVEY MAP

1 inch = 150 feet

ZC-065-2025
COUNCIL DISTRICT 3
1901 CHIHUAHUA STREET

APPLICATION FC
R-O (RESIDENTIAL/OFFICE DISTRICT) T
B-1 (LIMITED BUSINESS DISTRICT)



ZONING OVERVIEW

1 inch = 300 feet

ZC-065-2025
COUNCIL DISTRICT 3
1901 CHIHUAHUA STREET

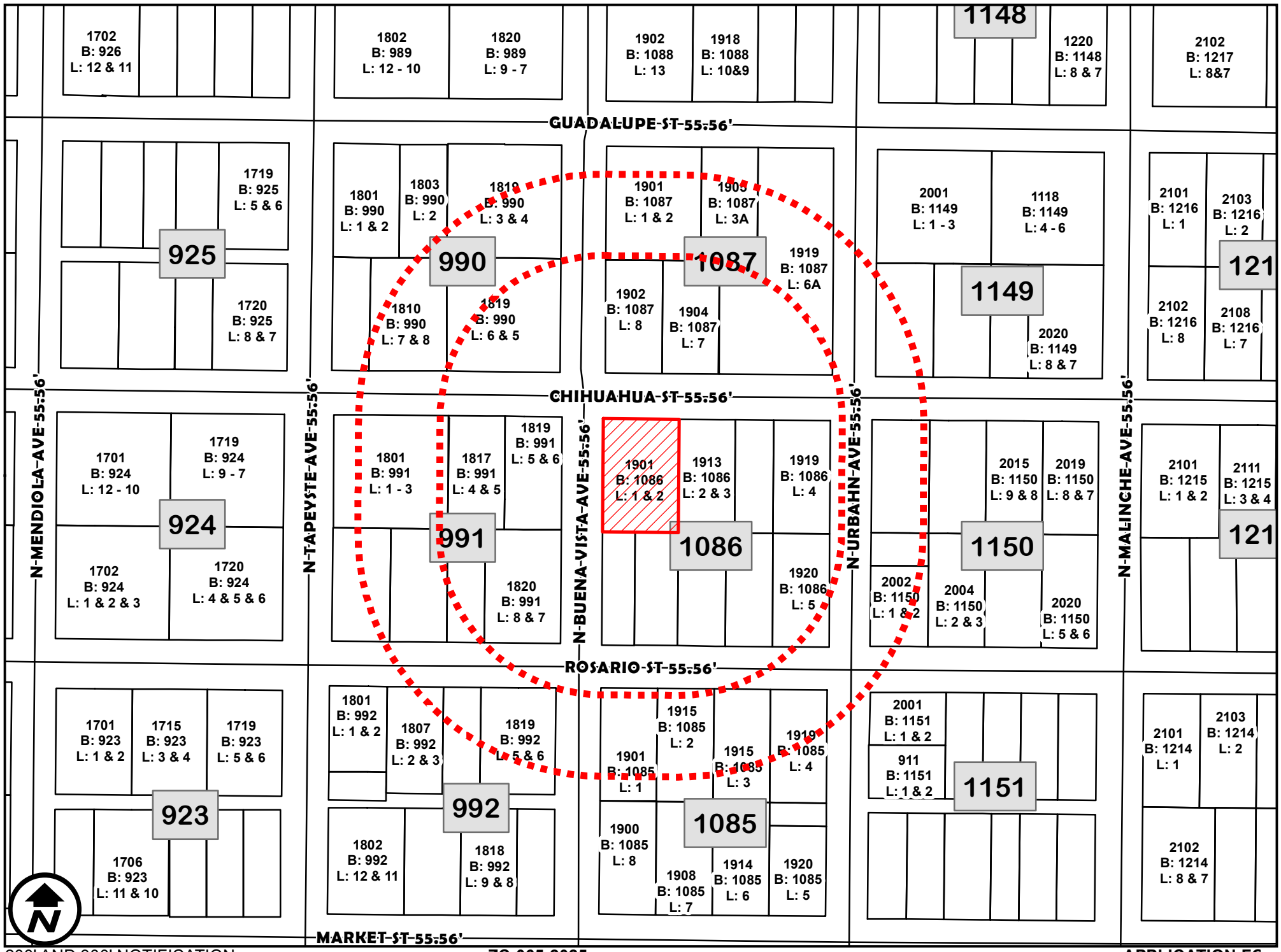
APPLICATION FC
R-O (RESIDENTIAL/OFFICE DISTRICT) TO
B-1 (LIMITED BUSINESS DISTRICT)

FUTURE LANDUSE

1 inch = 150 feet

ZC-065-2025
COUNCIL DISTRICT 3
1901 CHIHUAHUA STREET

APPLICATION FO
R-O (RESIDENTIAL/OFFICE DISTRICT) T
B-1 (LIMITED BUSINESS DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-065-2025
COUNCIL DISTRICT 3
1901 CHIHUAHUA STREET

APPLICATION FC
R-O (RESIDENTIAL/OFFICE DISTRICT) TO
B-1 (LIMITED BUSINESS DISTRICT)

ZC065-2015
ATTENTION
PROPOSED
ZONE CHANGE
FROM R-O TO B-1
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 1 AND THE WEST 1/3 VARAS OF LOT 2, BLOCK 1086, EASTERN DIVISION, LOCATED AT 1901 CHIHUAHUA STREET, FROM R-O (RESIDENTIAL/OFFICE DISTRICT) TO B-1 (LIMITED BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on Lot 1 and the west 1/3 varas of Lot 2, Block 1086, Eastern Division, located at 1901 Chihuahua Street, from R-O (Residential/Office District) to B-1 (Limited Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on August 21, 2025; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **denial** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on April 20, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

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

Section 1: The Zoning Map of the City of Laredo is hereby amended by Lot 1 and the west 1/3 varas of Lot 2, Block 1086, Eastern Division, located at 1901 Chihuahua Street, from R-O (Residential/Office District) to B-1 (Limited Business District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/4/2026 **Public Hearing & Introductory Ordinance 18.**

SUBJECT
Authorizing the City Manager to amend the FY25-26 General Fund Parks Department budget by appropriating revenues and expenses in the amount of $14,950.00 in order to appropriate funds awarded by Texas Municipal League (T.M.L) to be used for the replacement of the Circle Gym at North Central Park (John Valls Park) located at 10202 International Blvd.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND

Please accept this email as a notification of the funds deposited to the department account.
Department: Parks & Recreation Dept.
Account: 101-0000-373-2017
Amount: $14,950.00
The reimbursement is for the following:
DOL-11/29/2025, John Valls Park, 10202 International Blvd. DPS Report #TX2108866, $14,950.00.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
The approval of this item.

Fiscal Impact

Fiscal Year:	2025/2026
Budgeted Y/N?:	Yes
Source of Funds:	T.M.L. Insurance Payout
Account #:	101-3115-555-9301
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:
Expense:

	Budget	Amendment	Amend.Budget
Improvements Other than Bldgs (101-3115-555-9301)	52,029	14,950	66,979

Revenues			
Reimb-Damaged Prop (101-0000-373-2017)	100,000	14,950	114,950

PUBLIC HEARING AND INTRODUCTORY ORDINANCE

AUTHORIZING THE CITY MANAGER TO AMEND THE FY25-26 GENERAL FUND PARKS DEPARTMENT BUDGET BY DRAWING DOWN FUND BALANCE AND APPROPRIATING EXPENDITURES IN THE AMOUNT OF $14,950.00 IN ORDER TO APPROPRIATE FUNDS AWARDED BY TEXAS MUNICIPAL LEAGUE (TML) TO BE USED FOR REPLACEMENT OF THE CIRCLE GYM AT NORTH CENTRAL PARK (JOHN VALLS PARK) LOCATED AT 10202 INTERNATIONAL BLVD.

WHEREAS, the City Council previously adopted the budget for fiscal year 2025-2026:

WHEREAS, the City Council finds it to be in the best interest of the City of Laredo, Texas, to amend the FY 25-26 Parks Department General Fund's Budget by drawing down fund balance and appropriating expenses in the amount of $14,950.00 awarded by TML.

WHEREAS, a public hearing and introductory ordinance was held on April 14, 2026.

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

Section 1. The FY25-26 Parks Department General Fund Budget is hereby amended to appropriate funds in the amount of $14,950.00 awarded by TML to support capital expenditures.

Section 2. The funds will be deposited in the City of Laredo Parks Department General Fund Budget accounts.

PASSED BY THE LAREDO CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO MALDONANDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
JOAQUIN A. RODRIGUEZ
ASSISTANT CITY ATTORNEY

HM OUTDOOR GYM

QUOTE

HM Outdoor Gym
JJ Lee
310-691-6875
JJ@HEMANMFG.COM

5050 Quorum Dr.
Ste 700-102
Dallas, TX 75254

TO:
Laredo Parks and Recreation
Elizabeth Carrera, Leydiana Martinez
Quote: #1232
Date : June 13, 2024

Description	Quantity	Unit Price	Cost
HM-CG002 Circle Gym Station	1	US$13,950	US$13,950
Including: 6 Exercise Stations			
Blue/Blue			
Shipping and Installation	1	US$ 1,500	US$ 1,500
Discount			US$ 500
		Total	US$14,950.(

Please make checks payable to HM Outdoor, LLC
Estimate Delivery Date : 6 weeks after deposit
Payment Terms : 50% deposit, 50% at delivery

City of Laredo

City Council

Meeting Date: 5/4/2026 **Final Readings 19.**

City of Laredo

City Council

Meeting Date: 5/4/2026 **Final Readings 20.**

SUBJECT
An Ordinance amending Chapter 20, Article II Entitled "Presiding Municipal Court Judge" Of The Laredo Code Of Ordinances by amending Section 20-17 to provide for the commencement of the term; and providing an effective date.

PREVIOUS COUNCIL ACTION
Click or tap here to enter text.

BACKGROUND
Click or tap here to enter text.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Click or tap here to enter text.

Fiscal Impact

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

FINANCIAL IMPACT:
N/A

ORDINANCE NO. 2026-0-80

AN ORDINANCE AMENDING CHAPTER 20, ARTICLE II ENTITLED "PRESIDING MUNICIPAL COURT JUDGE" OF THE LAREDO CODE OF ORDINANCES BY AMENDING SECTION 20-17 TO PROVIDE FOR THE COMMENCEMENT OF THE TERM; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council desires to establish a clear and uniform commencement date for the term of a duly elected Municipal Judge in order to ensure consistency, administrative efficiency, and alignment with the City's election and canvassing procedures; and

WHEREAS, the City Council finds that providing that the term of a duly elected Municipal Judge shall begin no earlier than January 1 following the canvassing of the general election promotes an orderly transition of judicial office and preserves the continuity of municipal court operations.

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

Section 1. Section 20-17 (Terms of Office) of Chapter 20, Article II of the Laredo Code of Ordinances is hereby amended to read as follows:

Sec. 20-17. – Terms of Office.

[~~The presiding~~] *An elected* municipal court judge shall serve for a term of four (4) years. [~~The~~] *A* municipal court judge may not serve more than two (2) terms, except that he or she may serve the remainder of an unexpired term to which the judge was elected or appointed and two (2) additional terms. *The term for a municipal court judge shall begin no earlier than January 1 after canvassing of the general election.*

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

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

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

Section 5. This Ordinance shall become effective upon passage hereof.

DULY PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY of _____, 2026.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTESTED:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/4/2026 **Final Readings 21.**

SUBJECT
An Ordinance of the City of Laredo authorizing the City Manager to amend the City of Laredo's FY 2026 Bridge annual budget by appropriating revenues and expenditures in the amount of $465,259.00 in the 2022 Revenue Bond. The interest earnings being appropriated are to pay for expenses on new projects and upgrades.

PREVIOUS COUNCIL ACTION
Approved by City Council on April 20, 2026.

BACKGROUND
Interest earnings are being appropriated in order to pay for expenses on new projects and upgrades.

1. New irrigation system at Colombia Solidarity (Bridge 3)
   a. An irrigation system is essential for Bridge 3 to maintain the safety, upkeep, and appearance of landscaped areas. Due to high temperatures in Laredo, consistent irrigation is necessary to sustain healthy vegetation. As an international port of entry, the facility reflects the city and contributes positively to the department and community.

2. Elevator modernization for 2 elevator units located at Gateway to the Americas (Bridge 1)
   a. The two existing elevator units are over 20 years old and have reached the end of their service life; they are obsolete and unserviceable. Aging components have led to reliability issues, frequent interruptions, and increased maintenance, with parts now outdated and difficult to source. Modernization is needed to meet current safety standards, improve efficiency, and ensure reliable operation for the public and staff.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Moderate
Supporting goal(s)/policy(ies): Goal 11.3: Participate in the support of innovative strategies for alleviation of long border wait times, infrastructure improvements, public safety, economic development, border inspection and national security at the international border.
Summary of alignment: This agenda item is to appropriate interest earnings in order to pay for expenses related to new bridge projects.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Recommends the approval of this Final Reading.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	No
Source of Funds:	2022 Revenue Bond
Account #:	553-9881
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Account Number	Amended Budget	Proposed Budget Amendment	Amended Budget
2022 Revenue Bond			
Revenue:			
Interest Earnings			
553-9881-363-1000	$102,780	$465,259	$ 568,039
Expense:			
Improvement Other Than Buildings			
553-9881-535-9301	$-	$465,259	$465,259

ORDINANCE No. 2026-O-82

AN ORDINANCE OF THE CITY OF LAREDO AUTHORIZING THE CITY MANAGER TO AMEND THE CITY OF LAREDO'S FY 2026 BRIDGE ANNUAL BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF $465,259.00 IN THE 2022 REVENUE BOND. THE INTEREST EARNINGS BEING APPROPRIATED ARE TO PAY FOR EXPENSES ON NEW PROJECTS AND UPGRADES.

.

WHEREAS, the Fiscal Year 2025-2026 Bridge annual budget by appropriating revenues and expenditures in the total amount of $465,259.00;

WHEREAS, the City Council finds it to be in the best interest of the City of Laredo, Texas to appropriate $465,259.00 from the 2022 Revenue Bond interest balance to be used for Bridge related projects such as two elevator modernizations at Gateway to the Americas Bridge 1 and new Irrigation system at Colombia Solidarity Bridge 3;

WHEREAS, the two existing elevator units located at Gateway to the American (Bridge 1) are over 20 years old and have reached the end of their service life and are obsolete and unserviceable. Aging components have led to reliability issues, frequent interruptions, and increase maintenance, with parts now outdated and difficult to source. Modernization is needed to meet current safety standards, improve efficiency, and ensure reliable operation for the public and staff;

WHEREAS, an irrigation system is essential at Colombia Solidarity Bridge 3 to maintain the safety, upkeep, and appearance of landscaped areas. Due to high temperatures in Laredo, consistent irrigation is necessary to sustain healthy vegetation. As an international port of entry, the facility reflects the city and contributes positively to the department and community; and

WHEREAS, these funds will be directed to support Bridge Department improvements of elevator modernization and irrigation system projects.

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

1. The 2025-2026 Bridge System annual budget is hereby amended to appropriate $465,259.00 from the 2022 Revenue Bond interest balance to be used for Bridge related projects such as modernization of two elevators at bridge 1 and Irrigation system at Bridge 3.
2. Providing for said funds to be deposited in the account of the City of Laredo Bridge Improvement other than buildings account.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONDADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
XAVIER A. CHARLES
ASSISTANT CITY ATTORNEY II

City of Laredo

City Council

Meeting Date: 5/4/2026 **Final Readings 22.**

SUBJECT
An Ordinance of the City of Laredo authorizing the City Manager to amend the FY 2025-2026 Capital Grants Fund Budget by appropriating revenues and expenditures in the total of $5,799,996.00, consisting of $3,799,996.00 in grant funding from Texas Parks and Wildlife Department (TPWD) under the Outdoor Recreation Legacy Partnership (ORLP) 2023 Grant Program and a required 1:1 Non-Federal Match of $3,799,996.00. Matching funds will be derived from $2,000,000.00 Webb County Match in a three-year payment commitment. The City Local Match of $1,800,000.00 from the 2019 Certificate of Obligation Issue has already been appropriated. Grant funds will improve existing trails and embankments along Zacate Creek, as well the development of newly extended trails, and improve recreational accessibility to surrounding neighborhoods.

PREVIOUS COUNCIL ACTION
Council approved 26-643 on April 20, 2026.

BACKGROUND
In 2022, council approved the creation of the Laredo Binational River Park Working Group under Resolution No. 2022-R-107. Collaboration has been ongoing since January 2022 between local stakeholders to identify potential funding sources to develop approximately 6.2 river miles along the Rio Grande known as the Binational River Conservation Project. The presented grant opportunity has been identified as a potential funding mechanism for Project Uno - the restoration of the Zacate Creek Watershed.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
☑ Strong ☐ Moderate ☐ Weak/None
Supporting goal(s)/policy(ies):

Goal 8.1 - Promote Active Recreation and Trail Connectivity (Viva Laredo Comprehensive Plan, p. 8.12)

"Develop and maintain pedestrian and bicycle trails to improve connectivity, recreational access, and healthy lifestyle opportunities for all residents."

Relevance: The agenda item allocates funds to improve existing trails and develop newly extended trails along Zacate Creek, directly advancing the goal of enhancing trail connectivity and promoting active recreation.

Policy 8.2.3 - Enhance Neighborhood Access to Parks and Recreation Facilities (Viva Laredo Comprehensive Plan, p. 8.14)

"Ensure that all neighborhoods have safe and convenient access to parks, trails, and recreational facilities."

Relevance: The project's focus on improving recreational access to surrounding neighborhoods supports

equitable access, fulfilling this policy.

Policy 8.2.5 - Leverage Grant Funding for Recreational Development (Viva Laredo Comprehensive Plan, p. 8.15)

"Pursue state, federal, and private funding opportunities to develop and enhance parks, trails, and recreational infrastructure."

Relevance: The use of TPWD grant funding, combined with a 1:1 non-federal match from bonds, in-kind contributions, private donations, and county funds, exemplifies leveraging external resources for local recreational development.

Summary of alignment:

This agenda item strongly aligns with the Viva Laredo Comprehensive Plan's goals and policies related to recreational infrastructure, trail connectivity, and neighborhood accessibility. The planned improvements along Zacate Creek directly support Goal 8.1 by enhancing active recreation opportunities. Policy 8.2.3 is fulfilled by providing safer and more accessible recreational spaces to nearby neighborhoods, while Policy 8.2.5 is exemplified through the strategic use of grant and matching funds.

The initiative also intersects with broader planning themes such as **public health** (promoting active lifestyles), **equity** (improving neighborhood access), **sustainability** (enhancing trails and green spaces), and **community engagement** (involving local donations and partnerships).

Source: Viva Laredo City of Laredo Comprehensive Plan.

COMMITTEE RECOMMENDATION

Click or tap here to enter text.

STAFF RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Year:	FY 2025 - 2026
Budgeted Y/N?:	N
Source of Funds:	TPWD / 2019 CO / WEBB COUNTY
Account #:	458-3118
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

Grant would be accounted in the Capital Grants Fund.

ORDINANCE NO. 2026-O-83

AN ORDINANCE OF THE CITY OF LAREDO AUTHORIZING THE CITY MANAGER TO AMEND THE FY 2025–2026 CAPITAL GRANTS FUND BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE TOTAL OF $5,799,996.00, CONSISTING OF $3,799,996.00 IN GRANT FUNDING FROM TEXAS PARKS AND WILDLIFE DEPARTMENT (TPWD) UNDER THE OUTDOOR RECREATION LEGACY PARTNERSHIP (ORLP) 2023 GRANT PROGRAM AND A REQUIRED 1:1 NON-FEDERAL MATCH OF $3,799,996.00. MATCHING FUNDS WILL BE DERIVED FROM $2,000,000.00 WEBB COUNTY MATCH IN A THREE-YEAR PAYMENT COMMITMENT. THE CITY LOCAL MATCH OF $1,800,000.00 FROM THE 2019 CERTIFICATE OF OBLIGATION ISSUE HAS ALREADY BEEN APPROPRIATED. GRANT FUNDS WILL IMPROVE EXISTING TRAILS AND EMBANKMENTS ALONG ZACATE CREEK, AS WELL THE DEVELOPMENT OF NEWLY EXTENDED TRAILS, AND IMPROVE RECREATIONAL ACCESSIBILITY TO SURROUNDING NEIGHBORHOODS.

WHEREAS, the Fiscal Year 2025-2026 Capital Grants Fund Budget by appropriating revenues and expenditures in the total of $5,799,996.00; and,

WHEREAS, these funds are from the Texas Parks and Wildlife Department (TPWD) under the Outdoor Recreation Legacy Partnership (ORLP) 2023 Grant Program, for the purpose specified for community project funding to be implemented by the City of Laredo; and,

WHEREAS, these funds will be directed to improve existing trails and embankments long Zacate Creek, as well the development of newly extended trails, and improve recreational accessibility to surrounding neighborhoods.

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

SECTION 1. Authorizing an amendment to the FY 2025–2026 Capital Grants Fund Budget by appropriating revenues and expenditures in the total amount of $5,799,996.00, consisting of $3,799,996.00 in grant funding from the Texas Parks and Wildlife Department (TPWD) under the Outdoor Recreation Legacy Partnership (ORLP) 2023 Grant Program and a required 1:1 Non-Federal Match of $3,799,996.00. Matching funds will be derived from $2,000,000.00 Webb County match in a three-year payment commitment. The City local match of $1,800,000.00 from the 2019 Certificate of Obligation Issue has already been appropriated.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____ 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/4/2026 **Final Readings 23.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for a restaurant serving alcohol on Lot 6, Block 1, San Isidro McPherson Subdivision, Phase IV, Cantera Court, located at 9810 McPherson Road.

ZC-015-2026
District VI

Council District: District 6 **Zone Case:** ZC-015-2026

Letters sent to property owners: 15

In Favor (within 200 radius): 0
Opposed (within 200 radius): 1

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 8 to 0 vote recommended approval of the proposed special use permit.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-015-2026

Comprehensive Plan Alignment Review

---

1. Level of Alignment

☑ **Moderate** – Indirectly supports or contributes to the intent of a verbatim goal or policy.

---

2. Supporting Goal(s)/Policy(ies)

Future Land Use – Neighborhood Mixed Use

The Future Land Use Map identifies this area as **Neighborhood Mixed Use**, which supports neighborhood-serving commercial uses integrated with residential development.

The Comprehensive Plan recognizes that mixed-use areas are intended to allow a compatible combination of residential and commercial activities to serve nearby neighborhoods.

Relevance:
A restaurant serving alcohol, subject to conditions and operational limitations, may function as a neighborhood-serving commercial use consistent with the mixed-use character of the area, particularly along a Major Arterial (McPherson Road).

Policy 1.2.2

"Encourage well-designed commercial development that is compatible with adjacent residential neighborhoods."
(Page 1.28)
Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
The Special Use Permit process allows for case-by-case evaluation and the imposition of operational conditions (e.g., prohibition of outdoor patio, fencing, lighting controls, limited hours). These mitigation measures are consistent with the policy direction to ensure compatibility between commercial uses and adjacent residential areas.

Policy 5.2.1

"Promote infill development and redevelopment in areas with existing infrastructure and services."
(Page 5.32)
Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
The site is an existing developed commercial property located along McPherson Road (Major Arterial) and within an established mixed-use corridor. The request does not involve new expansion but rather an operational modification within an existing structure, consistent with infill and reinvestment objectives.

Community Character & Compatibility Theme

The Comprehensive Plan emphasizes protecting neighborhood integrity while supporting appropriate commercial activity within mixed-use corridors.

The proposed SUP maintains the existing zoning classification (B-1) and functions as an overlay rather than a permanent zoning map change. Conditions recommended by staff (screening, lighting controls, prohibition of outdoor music, fencing adjacent to residential areas) directly support the Plan's broader compatibility and quality-of-life goals.

---

3. Summary of Alignment

The proposed Special Use Permit for a restaurant serving alcohol demonstrates **Moderate alignment** with the *Viva Laredo Comprehensive Plan*.

The request is located within an area designated **Neighborhood Mixed Use**, which anticipates integrated commercial and residential activity. The proposal:

- Supports neighborhood-serving commercial activity along a Major Arterial corridor.
- Advances infill and reinvestment within an existing developed site (Policy 5.2.1).
- Allows compatibility safeguards through operational conditions consistent with Policy 1.2.2.

However, the application requires careful consideration due to:

- Proximity to residential uses.
- Distance requirement considerations under the Land Development Code.

Because the SUP does not directly implement a specific Comprehensive Plan mandate but contributes to the broader intent of mixed-use integration and compatible commercial development, the appropriate classification is:

Moderate Alignment

City Council-Regular Meeting

Date: 5/4/2026

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Pizza Hut of South Valley LP, Owner; Ayva Pizza, LLC, Applicant; and Shoukatali Dhanani, Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

2026-O-84 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for a restaurant serving alcohol on Lot 6, Block 1, San Isidro McPherson Subdivision, Phase IV, Cantera Court, located at 9810 McPherson Road.

ZC-015-2026
District VI

PREVIOUS COUNCIL ACTION

. On April 20, 2026, City Council made a motion to introduce the item.
. On April 7, 1997, the City Council approved of the zone change request from AG to B-1 and R-O (Ordinance Number 97-O-077)

BACKGROUND

Council District: VI – Dr. Tyler King

Proposed use: The proposed use is a special use permit for a Restaurant Serving Alcohol (Pizza Hut)

Minimum Zoning Required for Proposed Use: B-4 (Highway Commercial District) zoning district.

Current Zoning: The current zoning at this location is B-1 (Limited Business District) zoning district.

Site: The site is currently occupied by Pizza Hut Restaurant.

Surrounding land uses: To the north of the site is Sonterra Drive, Taco Palenque, Yun Cuisine, Delgado Insurance Agency, Tots to Teens Pediatric Dentistry & Orthodontics, and multi family residential uses. To the east of the site is McPherson Road, Laredo Medical Center, Geo Mortgage, SLAY Architecture, Texas Elite Realty Group, and Allied Universal Security Services. To the south of the site is Cantera Court, La Vida Food Truck, Savora Café Brunch, Melskitchenservices, Horikawa Tattoo and Piercing Studios, Blue Moon Country Bar & Patio, and multi family residential uses.

Comprehensive Plan: The Future Land Use Map recognizes this area as Neighborhood Mixed-Use.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The long Range Thoroughfare Plan identifies McPherson Road as a Major Arterial and Cantera Court as a Local Street.

www.laredompo.org/wp-content/uploads/
2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 15 In Favor: 0 **Opposed:** 1

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 8 to 0 vote recommended **approval** of the special use permit.

STAFF RECOMMENDATION

Staff **supports** the proposed special use permit for the following reasons:

1. Although the site does not meet the minimum distance requirement of 300 feet as per the Laredo Land Development Code Section 24.93.7, subsection (1), it is not anticipated to have a negative impact in the surrounding area or neighborhood because there will be no outdoor patio.
    - The measurement is to be made from the front door of the establishment serving alcohol to the nearest property line (by shortest route) to the front door of the church, public school, entrance to the public park, front door of the residential structure or zoning district boundary and in a direct line across intersections wherever they occur and consistent with the measurement methodology as has been adopted by the Texas Alcoholic Beverage Commission.
    - The distance to the nearest residential zoning district is approximately 162 feet.
2. The proposed use is compatible with the area since there are similar uses within the vicinity.

If approved, Staff suggests the following conditions:

1. The Special Use Permit is issued to Pizza Hut #39502, and may only be transferred upon application to and with the express permission of the City Council.
2. The hours of operation shall be limited to, Sunday through Thursday 10:30 a.m. to 11:00 p.m and Friday through Saturday 10:30 a.m. to 12:00 a.m.
3. An outdoor patio and/or outdoor seating is prohibited.
4. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
5. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
6. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines in which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
7. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
8. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
9. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.

10. Outdoor music and speakers are prohibited. The property owner must comply with all City Noise Ordinances provisions of the City of Laredo Code of Ordinances.
11. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full-service menu.
12. The restaurant shall not exceed the “Occupant Load” as set forth in the Certificate of Occupancy with Occupant Load.
13. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
14. The restaurant shall undergo an annual Fire Inspection.
15. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual) b. Food Handler’s Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.
16. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not exceed the required alcohol sales percentage).
18. The restaurant shall provide the City of Laredo, Building Development Services Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.
19. A business entity, which has been granted an SUP, is required to report (on a form approved by the Building Official of designee) any change in the entity’s ownership status which occurs by virtue of the transfer of a majority of its stock or a majority of its membership interest to the City of Laredo Building Services Building Official or designee. Any change in ownership interest shall be deemed a transfer of the business and shall require Council approval of the transfer of the existing SUP.
20. Failure to comply (# 19 condition) above, shall render the existing SUP null, void and of no force or effect.
21. The use authorized by the special use permit is required to abide by all relevant municipal codes.

Notice to the owner/applicant:

1. The approval of the special use permit does not guarantee the issuance of a building permit and requires full compliance with all applicable permanent codes and regulations.

IMPACT ANALYSIS

Is this change contrary to the established land use pattern?
There are multi-family residential uses to the south and west of the site and a bar to the south of the site.
Would this change create an isolated zoning district unrelated to surrounding districts?
No, the zone will not change.

Will change adversely influence living conditions in the neighborhood?

No, it is not anticipated to have a negative impact in the surrounding area or neighborhood because there will be no outdoor patio.
Are there substantial reasons why the property cannot be used in accordance with existing zoning?

Yes, the underlying zone requires the SUP overlay to allow for a restaurant serving alcohol as intended by the applicant.

Attachments

Comp Plan Alignment

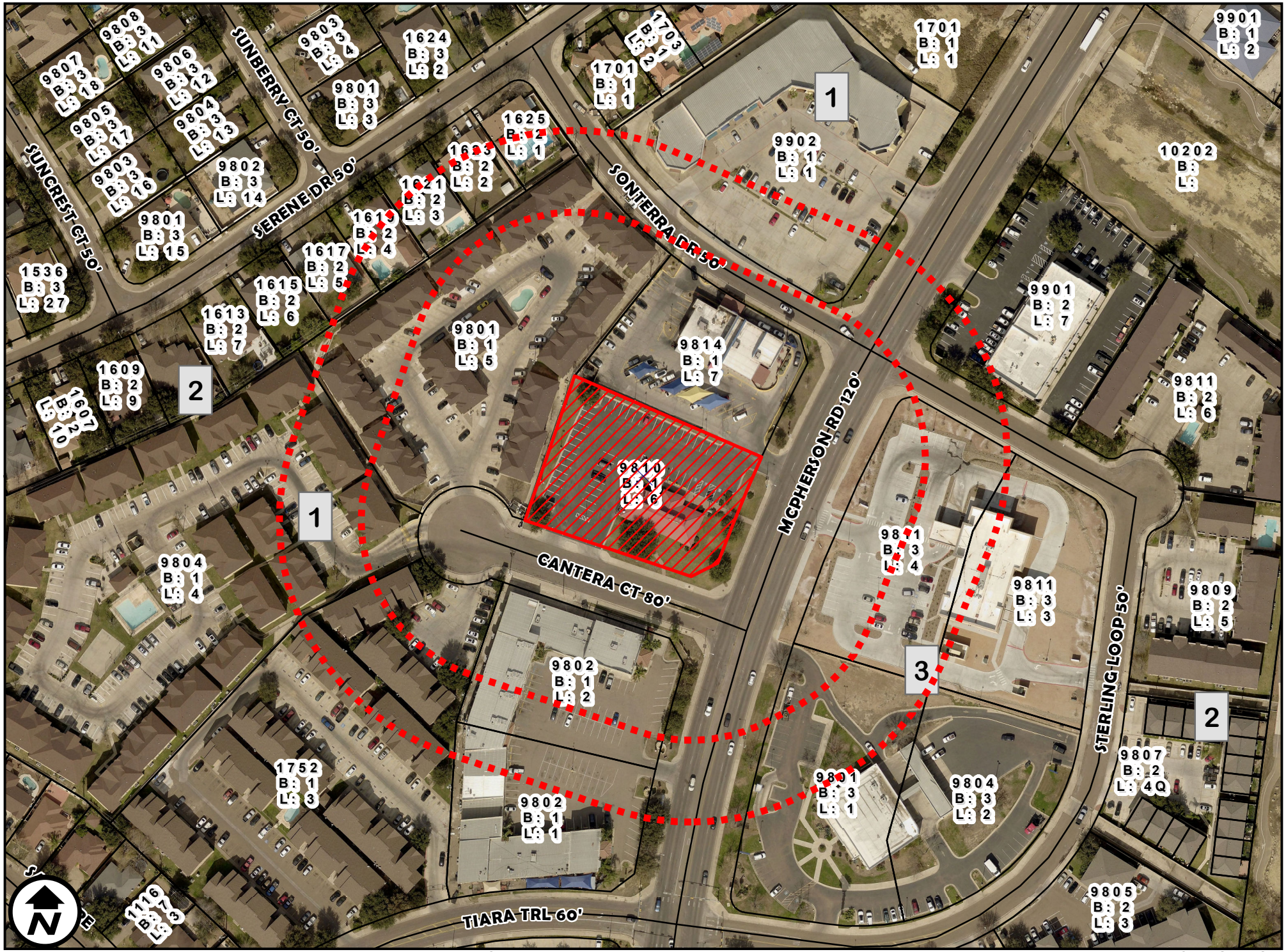
Maps

Zone Change Signage

Narrative

Site Plan

Ordinance

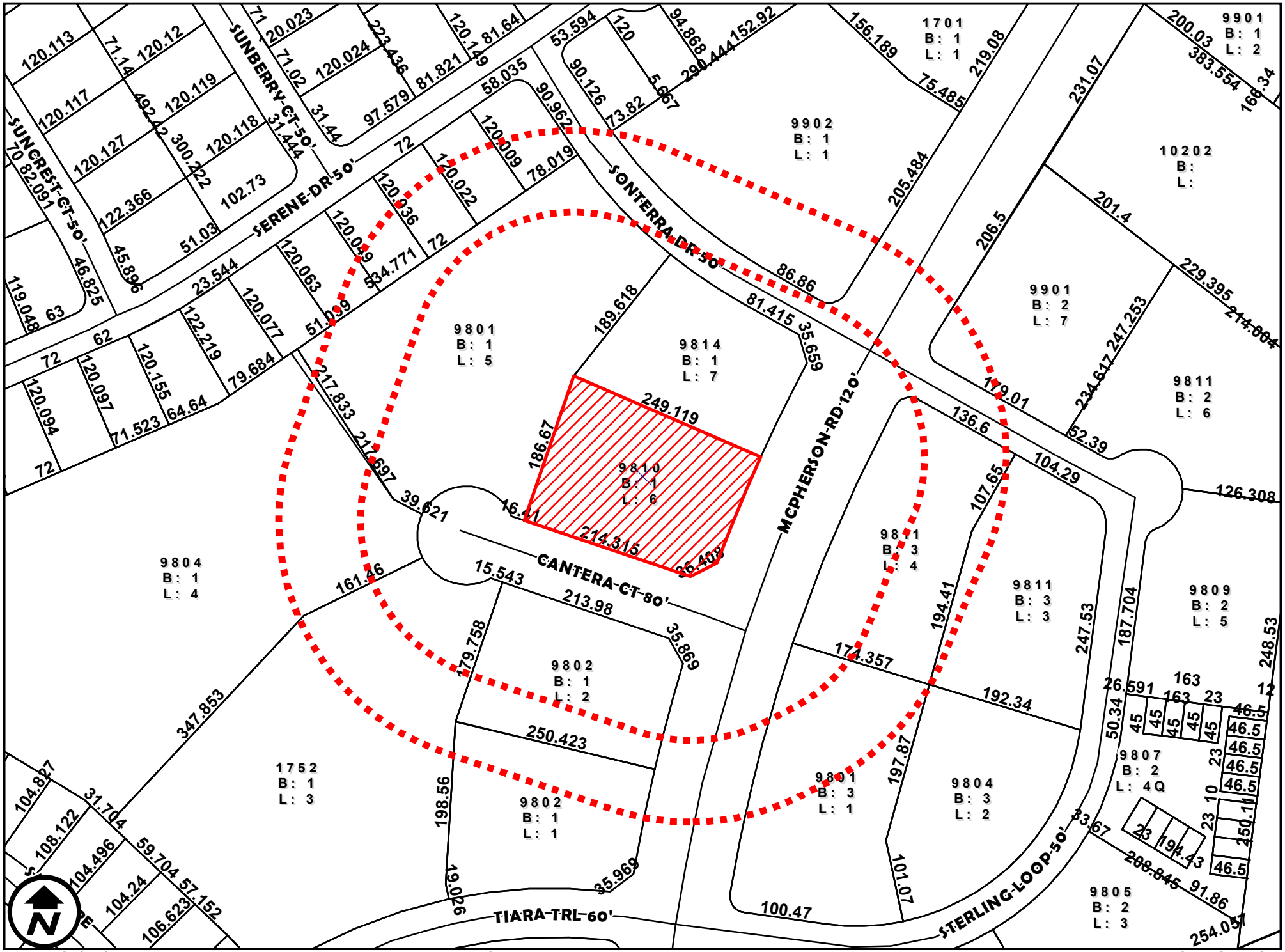


AERIAL MAP

1 inch = 150 feet

ZC-015-2026
COUNCIL DISTRICT 6
9810 MCPHERSON ROAD

APPLICATION FO
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P. FOR RESTAURANT SERVING ALCOHOL

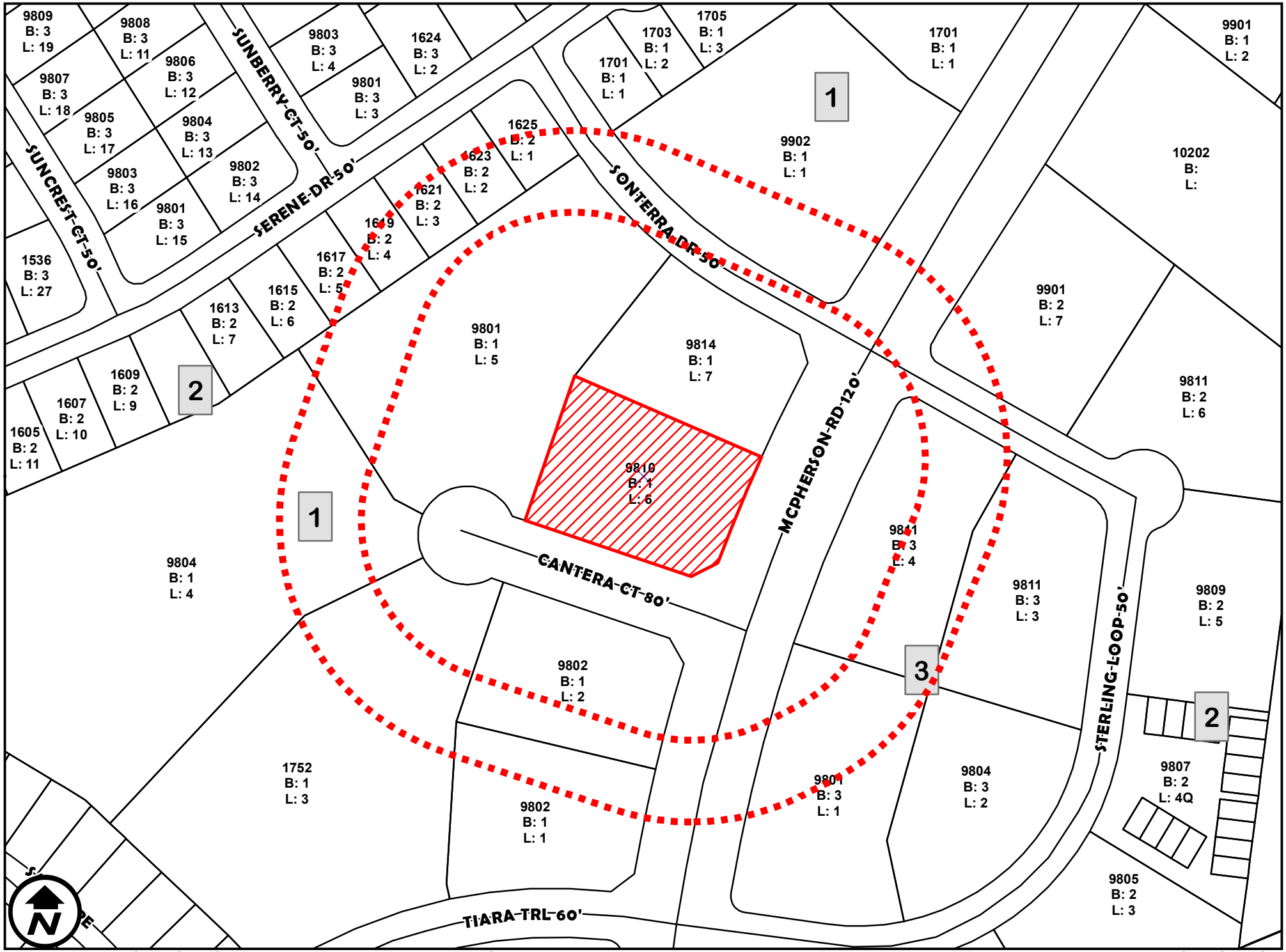


DIMENSIONS MAP

1 inch = 150 feet

ZC-015-2026
COUNCIL DISTRICT 6
9810 MCPHERSON ROAD

APPLICATION FO
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P. FOR RESTAURANT SERVING ALCOHOL

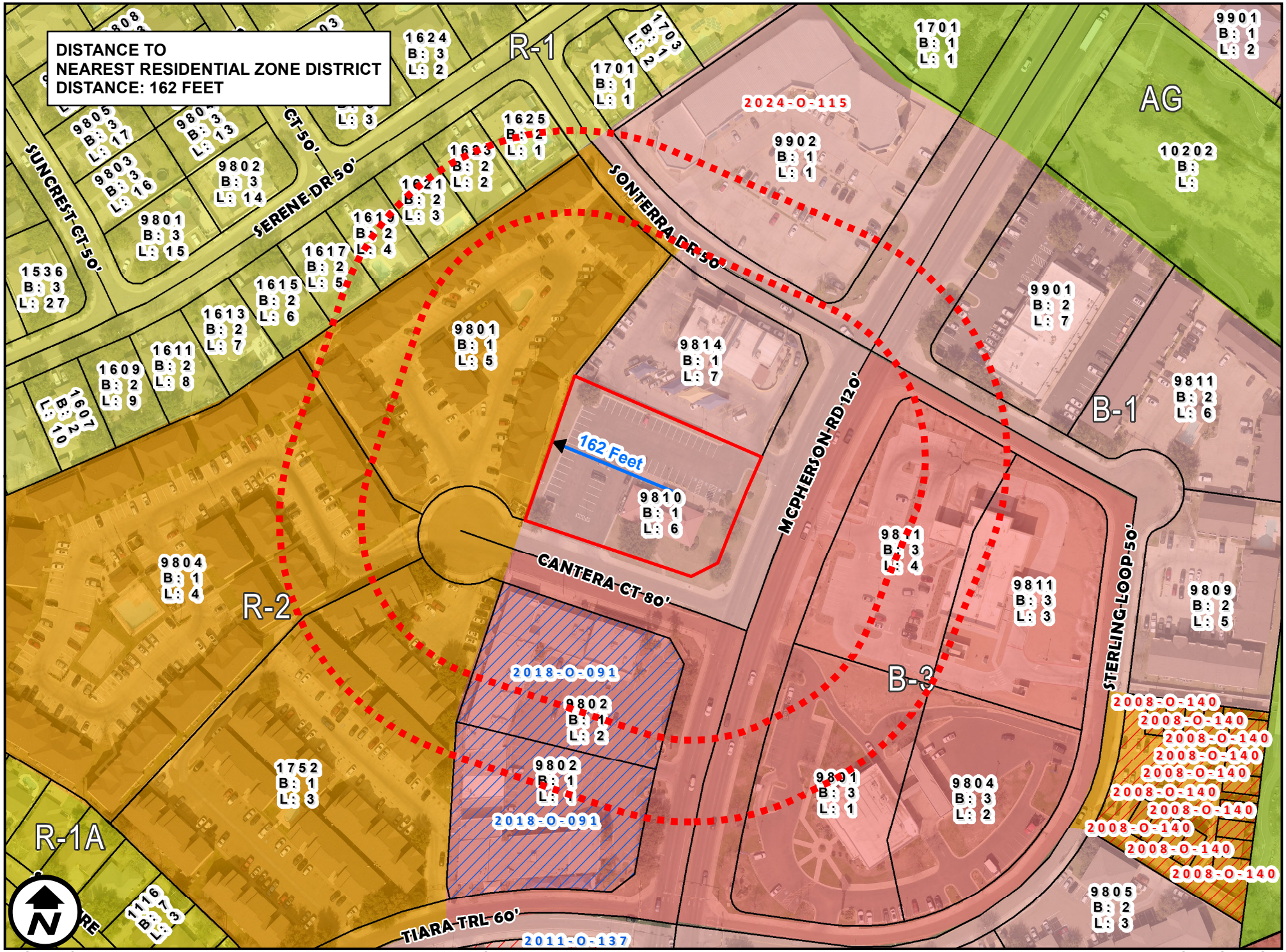


200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-015-2026
COUNCIL DISTRICT 6
9810 MCPHERSON ROAD

APPLICATION FO
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P. FOR RESTAURANT SERVING ALCOHOL

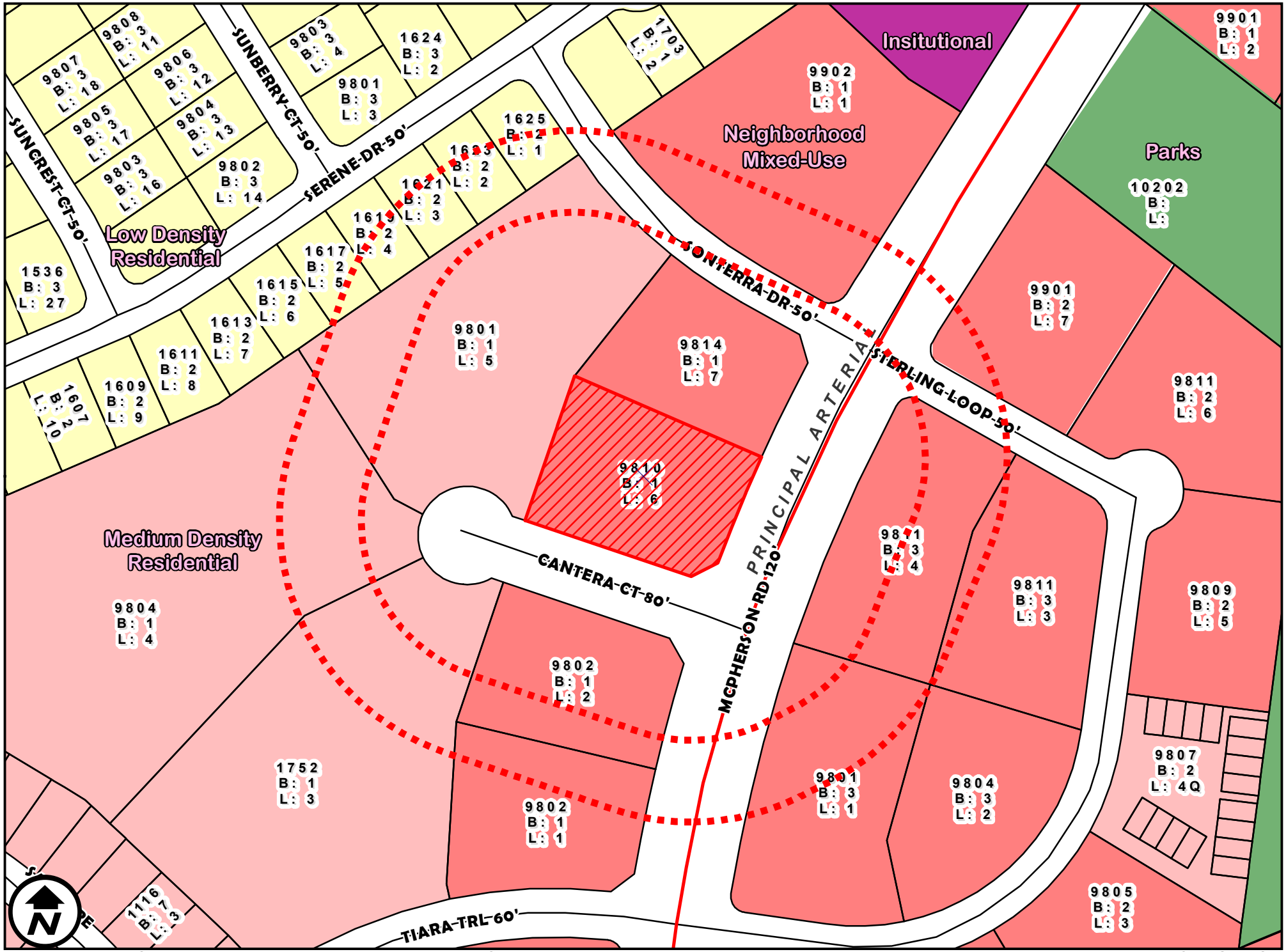


DISTANCE MAP

1 inch = 150 feet

ZC-015-2026
COUNCIL DISTRICT 6
9810 MCPHERSON ROAD

APPLICATION FC
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P. FOR RESTAURANT SERVING ALCOHOL

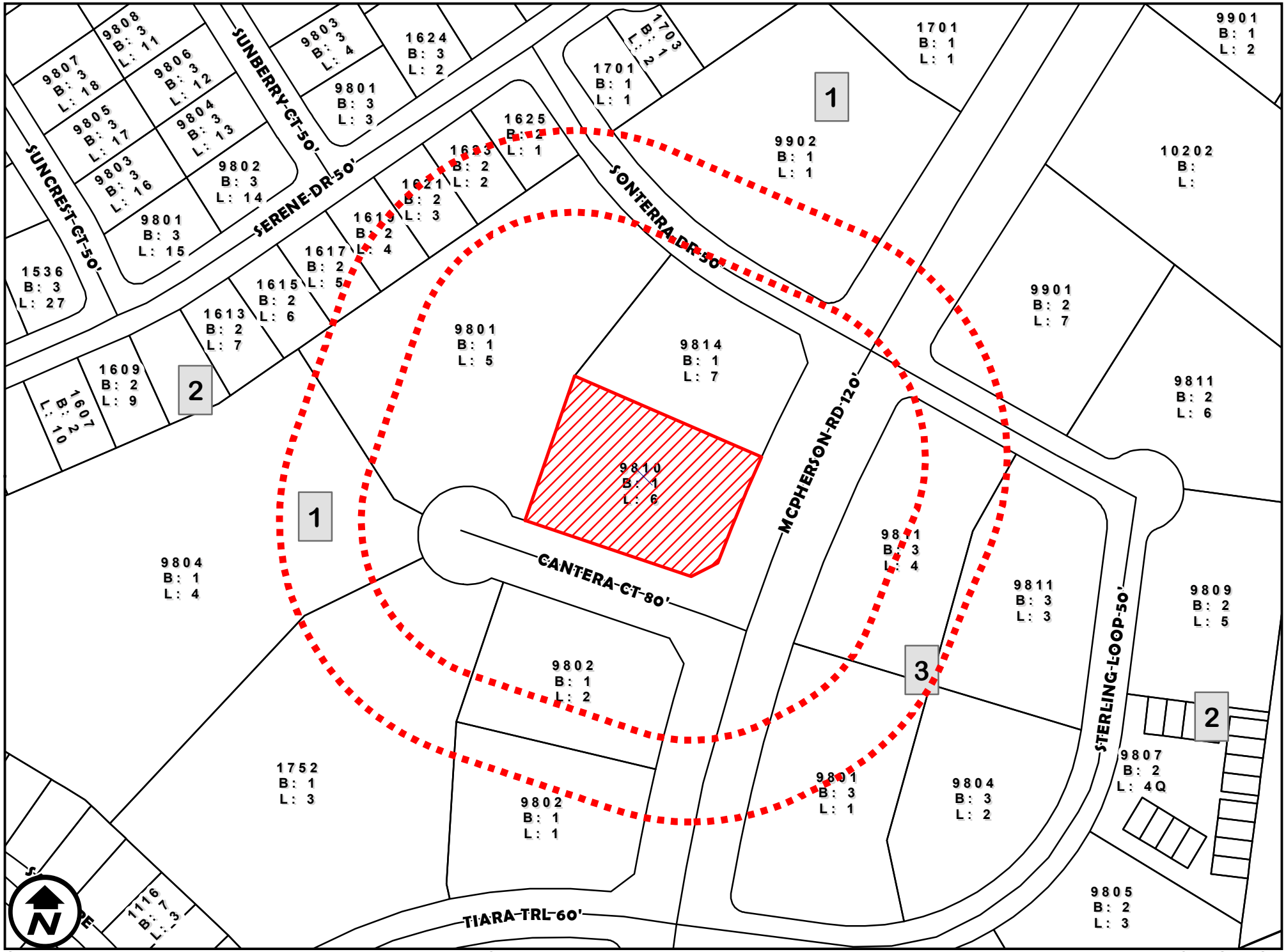


FUTURE LANDUSE

1 inch = 150 feet

ZC-015-2026
COUNCIL DISTRICT 6
9810 MCPHERSON ROAD

APPLICATION FO
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P. FOR RESTAURANT SERVING ALCOHOL

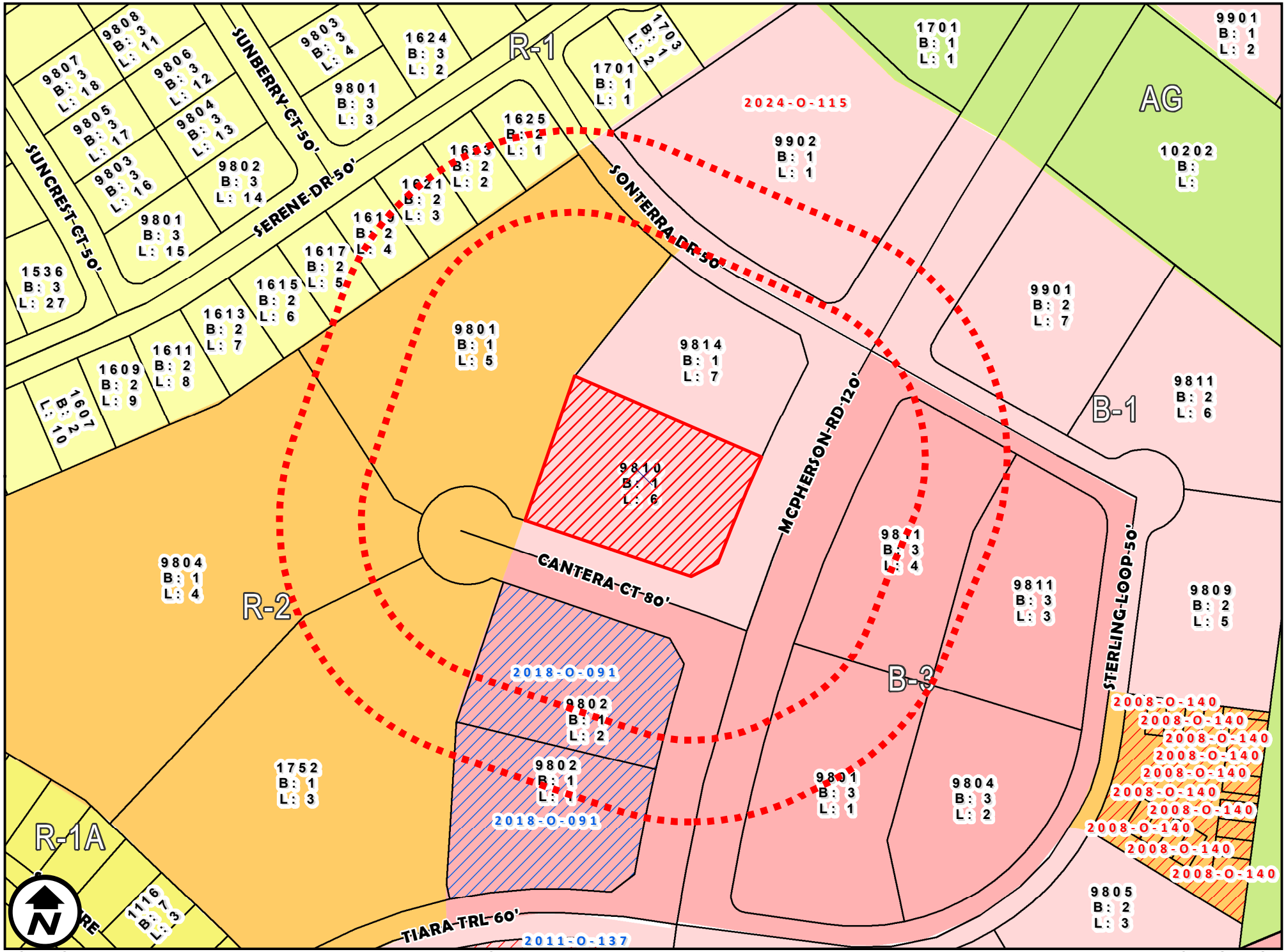


SURVEY MAP

1 inch = 150 feet

ZC-015-2026
COUNCIL DISTRICT 6
9810 MCPHERSON ROAD

APPLICATION FO
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P. FOR RESTAURANT SERVING ALCOHOL

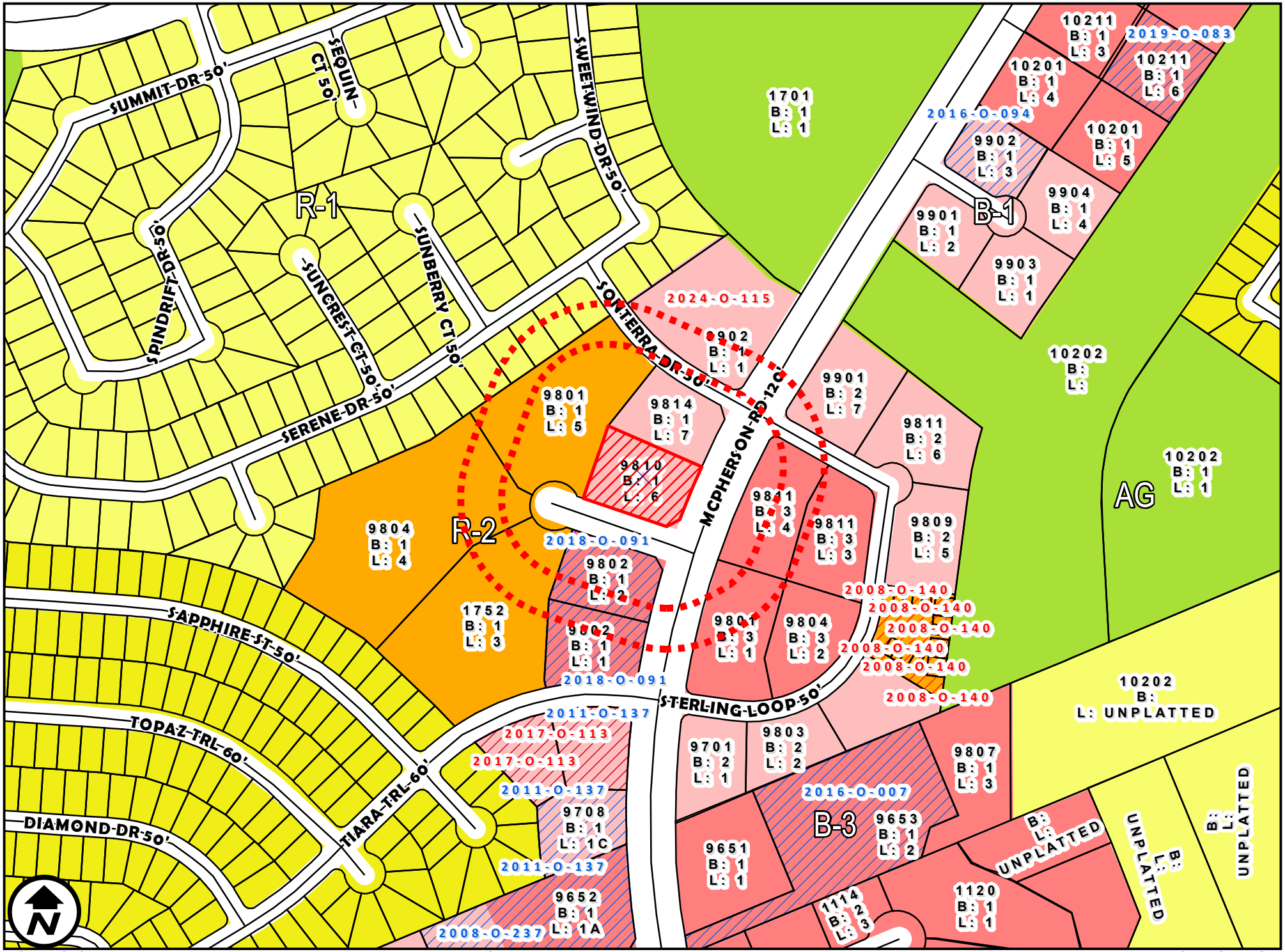


ZONING MAP

1 inch = 150 feet

ZC-015-2026
COUNCIL DISTRICT 6
9810 MCPHERSON ROAD

APPLICATION FO
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P. FOR RESTAURANT SERVING ALCOHOL



ZONING OVERVIEW

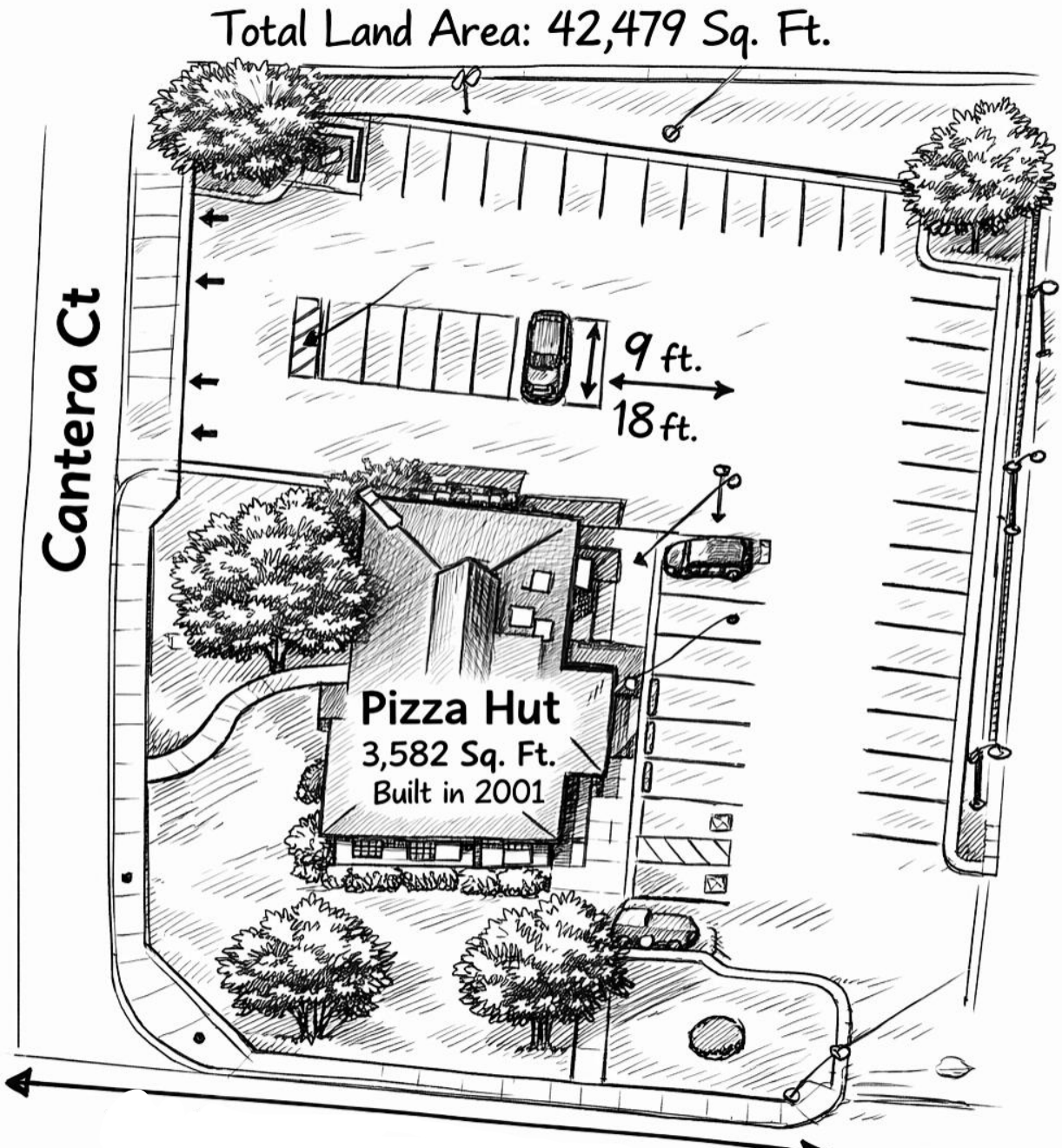
1 inch = 300 feet

ZC-015-2026
COUNCIL DISTRICT 6
9810 MCPHERSON ROAD

APPLICATION FC
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P. FOR RESTAURANT SERVING ALCOHOL

ZC-015-2026
ATTENTION
PROPOSED
SPECIAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

Pizza Hut at 9810 N McPherson Ave in Laredo, Texas, is a full-service quick dining restaurant specializing in handcrafted pizzas, pasta dishes, chicken wings, and classic sides. This location operates seven days a week, with business hours from 10:30 AM to 11:00 PM Sunday through Thursday, and 10:30 AM to 12:00 AM on Fridays and Saturdays. The store employs approximately 25 team members, including kitchen staff, delivery drivers, and front-of-house personnel, all dedicated to delivering fast, friendly, and reliable service. Offering dine-in, takeout, and delivery options, the restaurant serves families, students, and professionals throughout the Laredo area and enjoys high visibility in a well-trafficked commercial corridor.



Net land area of the site is 42,479 square feet and the site has 140.19 feet of frontage along west side of Mcpherson and 21,426 feet of frontage along the north side of Cantera court

ORDINANCE NO. 2026-O-84

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SERVING ALCOHOL ON LOT 6, BLOCK 1, SAN ISIDRO MCPHERSON SUBDIVISION, PHASE IV, CANTERA COURT, LOCATED AT 9810 MCPHERSON ROAD; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for a restaurant serving alcohol on Lot 6, Block 1, San Isidro McPherson Subdivision, Phase IV, Cantera Court, located at 9810 McPherson Road; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on March 19, 2026; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the issuance of the Special Use Permit; and,

WHEREAS, notice of the Special Use Permit request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on April 20, 2026, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Special Use Permit (SUP) for a restaurant serving alcohol on Lot 6, Block 1, San Isidro McPherson Subdivision, Phase IV, Cantera Court, located at 9810 McPherson Road.

Section 2: The Special Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. The Special Use Permit is issued to Pizza Hut #39502, and may only be transferred upon application to and with the express permission of the City Council.
2. The hours of operation shall be limited to, Sunday through Thursday 10:30 a.m. to 11:00 p.m and Friday through Saturday 10:30 a.m. to 12:00 a.m.
3. An outdoor patio and/or outdoor seating is prohibited.
4. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
5. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
6. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines in which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
7. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
8. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
9. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
10. Outdoor music and speakers are prohibited. The property owner must comply with all City Noise Ordinances provisions of the City of Laredo Code of Ordinances.
11. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full-service menu.
12. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
13. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
14. The restaurant shall undergo an annual Fire Inspection.
15. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual) b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.
16. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
17. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not exceed the required alcohol sales percentage).

18. The restaurant shall provide the City of Laredo, Building Development Services Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.
19. A business entity, which has been granted an SUP, is required to report (on a form approved by the Building Official of designee) any change in the entity's ownership status which occurs by virtue of the transfer of a majority of its stock or a majority of its membership interest to the City of Laredo Building Services Building Official or designee. Any change in ownership interest shall be deemed a transfer of the business and shall require Council approval of the transfer of the existing SUP.
20. Failure to comply (# 19 condition) above, shall render the existing SUP null, void and of no force or effect.
21. The use authorized by the special use permit is required to abide by all relevant municipal codes.

Section 3: This ordinance shall be published in a manner provided by Section 2.09(D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____

MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/4/2026 **Final Readings 24.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 16, D-5 Acres Subdivision, located at 7102 Los Nietos Street, from R-1 (Single Family Residential District) to R-3 (Mixed Residential District).

ZC-030-2026
District III

Council District: District 3 **Zone Case:** ZC-030-2026

Letters sent to property owners: 21

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 9 to 0 vote recommended approval of the proposed zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-030-2026

Comprehensive Plan Alignment Review

---

1. Level of Alignment

☑ **Weak/None** – Lacks identifiable alignment or conflicts with existing verbatim goals or policies.

---

2. Supporting Goal(s)/Policy(ies)

Future Land Use – Low Density Residential

The Future Land Use Map designates the area as **Low Density Residential**, which, as noted in the staff report, includes:

"R-1, R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions**,"

The R-3 zoning district is not included within the Low Density Residential category.

Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
Because the requested R-3 (Mixed Residential District) is not a zoning classification contemplated under the Low Density Residential designation, the proposal is inconsistent with the adopted Future Land Use framework.

Policy 1.1.3

"Encourage a mix of housing types within neighborhoods to accommodate a variety of household sizes, incomes, and life stages."
(Page 1.27)
Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
While R-3 zoning allows mobile homes and mixed residential uses, which could be interpreted as contributing to housing diversity, this policy must be considered within the broader context of the Future Land Use Map. The Low Density Residential designation reflects an intent to

maintain lower-intensity residential patterns. The proposed zoning increases allowable residential intensity beyond what is prescribed for this area.

Goal 5.1

"Ensure that all Laredoans have access to safe, decent, and affordable housing options in neighborhoods of their choice."
(Page 5.31)
Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
Mobile homes can represent an affordable housing option. However, the Comprehensive Plan balances housing affordability with consistency in land use planning and neighborhood stability. The proposal advances affordability considerations but conflicts with the designated land use category.

---

3. Summary of Alignment

The proposed rezoning from R-1 to R-3 demonstrates **Weak/None alignment** with the *Viva Laredo Comprehensive Plan*.

The Future Land Use Map clearly designates the area as **Low Density Residential**, which does not include R-3 zoning districts. Although the surrounding area contains manufactured homes and one adjacent R-3 district, the Comprehensive Plan provides a long-range policy framework intended to guide zoning consistency and prevent incremental shifts in residential intensity.

While the request may indirectly support broader housing diversity and affordability goals (Policy 1.1.3 and Goal 5.1), those policies must be implemented within the parameters of the Future Land Use Map. Approval would represent a deviation from the adopted land use designation and could undermine long-term land use predictability.

Broader planning themes implicated include:

- **Neighborhood stability and compatibility**
- **Housing affordability**
- **Land use consistency and predictability**
- **Mobility considerations on Local Streets**

Because the requested zoning classification is not contemplated within the Low Density Residential designation and therefore conflicts with the adopted Future Land Use Map, the appropriate classification is:

Weak/None Alignment

City Council-Regular Meeting

Date: 5/4/2026

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Baltazar Luna and Rosila Gonzaga, Owner; and Esperenza Martinez, Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

2026-O-85 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 16, D-5 Acres Subdivision, located at 7102 Los Nietos Street, from R-1 (Single Family Residential District) to R-3 (Mixed Residential District).

ZC-030-2026
District III

PREVIOUS COUNCIL ACTION

. On April 20, 2026, City Council made a motion to introduce the item.
. On December 8, 2003, the City Council approved an annexation and establish the initial zoning of R-1. (Ordinance Number 2003-O-306).

BACKGROUND

Council District: III – Melissa R. Cigarroa

Proposed use: The proposed use is for a mobile home.

- The applicant was advised about applying for a conditional use permit (CUP), and decided to attempt the zone change instead of applying for the CUP.

Site: The site is currently occupied with a manufactured home.

Surrounding land uses: To the north of the site is Tempo Street, single family residential uses, manufactured homes, and Family Baptist Church. To the east of the site is Riata Road and Bennett trailer leasin. To the south of the site is Los Nietos Street and outside the city limits is manufactured homes and vacant land. To the west of the site is Dasaw Lane, single family residential uses, manufactured homes, and vacant developed land.

Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The long Range Thoroughfare Plan identifies Los Nietos Street and Riata Drive as a Local Streets.

www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 21 In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 9 to 0 vote recommended **approval** of the zone change.

STAFF RECOMMENDATION

Staff **supports** the zone change for the following reasons:

1. Although, the proposed zone change is not in conformance with the Comprehensive Plan's designation as Low Density Residential (R-1, R-1-MH, R-1A, R-1B, R-S, B-1R, and RO *with exceptions), it is not anticipated to have a negative impact with the surrounding area or neighborhoods, as the proposed use already exist in the area.
2. The proposed use is compatible at this location, as there are similar uses, such as manufactured homes, within the surrounding area.
3. The proposed site is abutting an R-3 zoning district to the west of the site.

Notice to the owner/applicant:

1. The approval of the zone change does not guarantee the issuance of a building permit and requires full compliance with all applicable municipal codes and regulations.

IMPACT ANALYSIS

R-3. The purpose of the R-3 (Mixed Residential District) is to provide an area for higher density residential uses, the use of mobile homes on single lots, and those public and semi-public uses normally considered an integral part of the neighborhood they serve.

Is this change contrary to the established land use pattern?
The area is surrounded by manufactured homes and single family residential uses.

Would this change create an isolated zoning district unrelated to surrounding districts?
The proposed site is abutting an R-3 however it is predominately surrounded by R-1 zoning districts.

Will change adversely influence living conditions in the neighborhood?

No, it is not anticipated to have a negative impact in the surrounding area or neighborhood.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes, the existing zone does not allow for a mobile home as intended by the applicant.

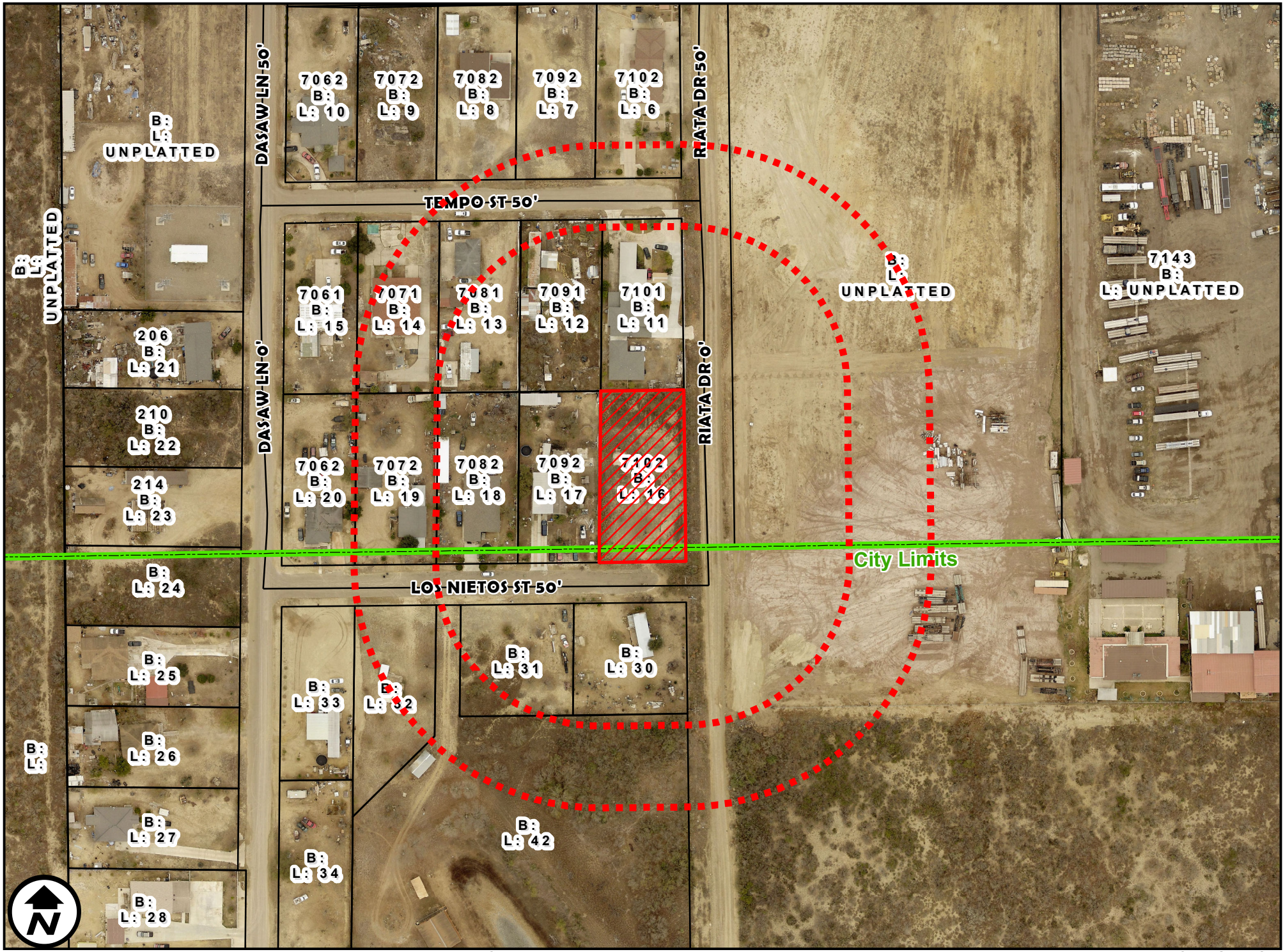
Attachments

Comp Plan Alignment

Maps

Zone Change Signage

Ordinance

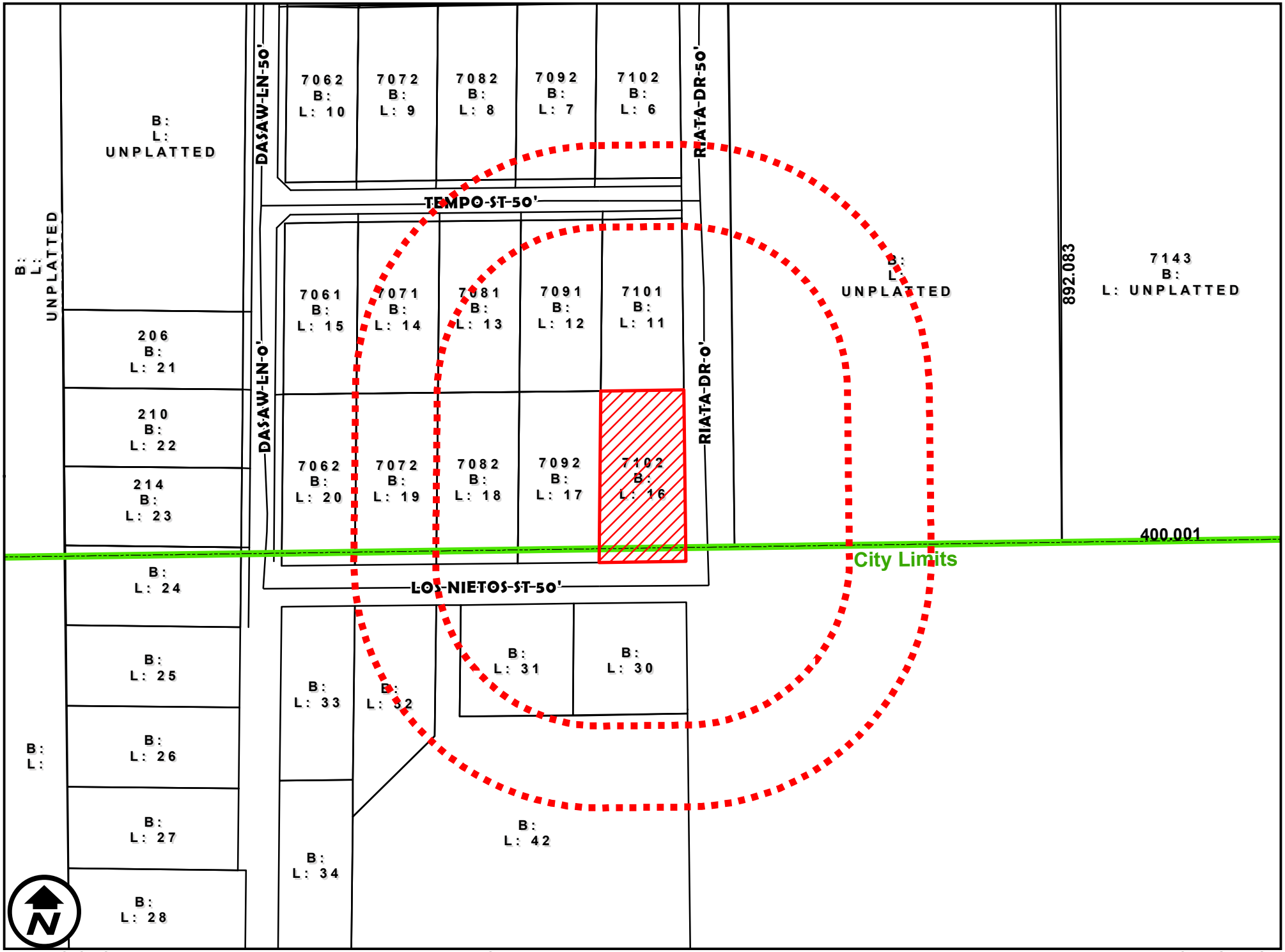


AERIAL MAP

1 inch = 150 feet

ZC-030-2026
COUNCIL DISTRICT 3
7102 LOS NIETOS STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)

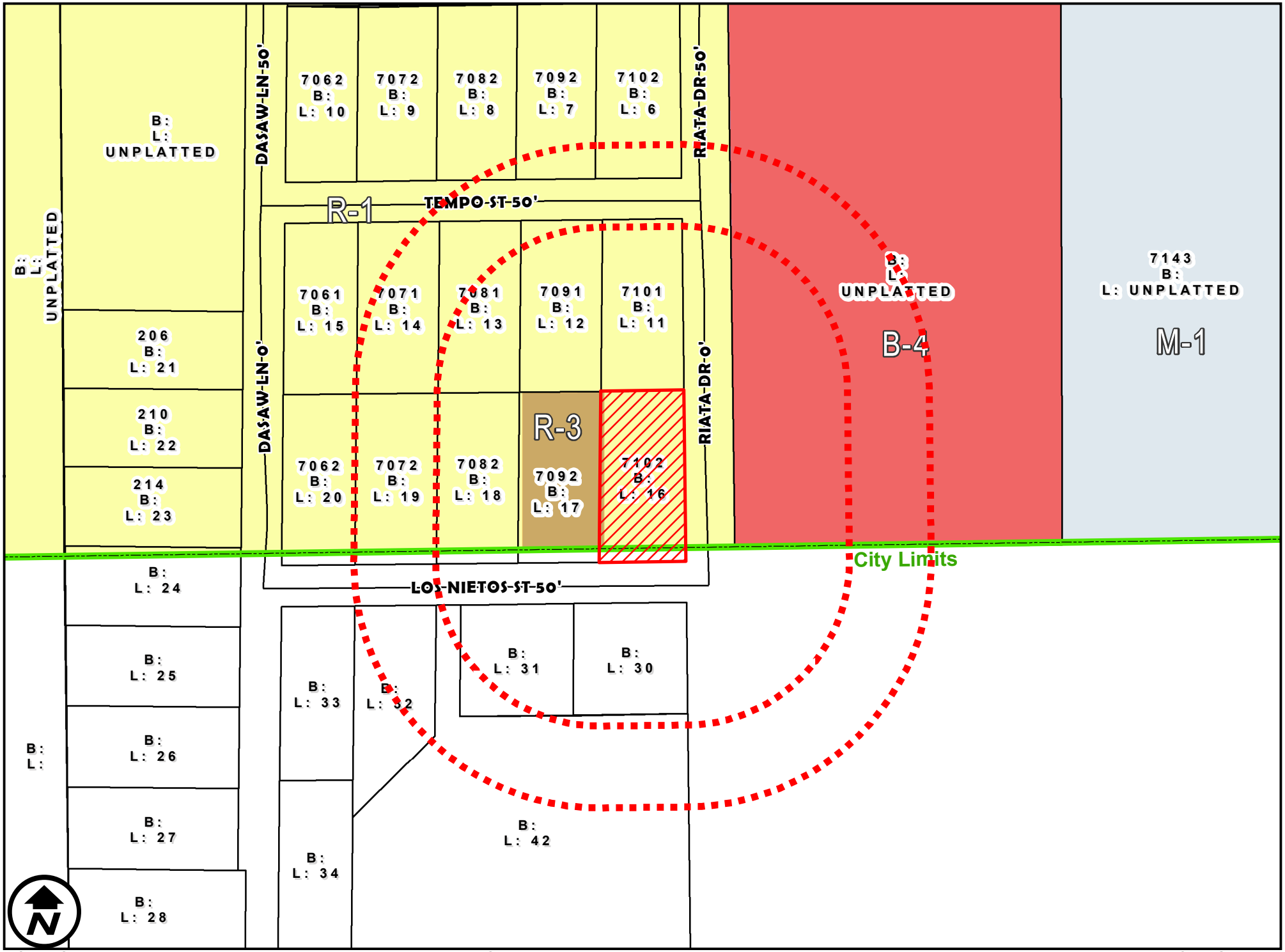


DIMENSIONS MAP

1 inch = 150 feet

ZC-030-2026
COUNCIL DISTRICT 3
7102 LOS NIETOS STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)

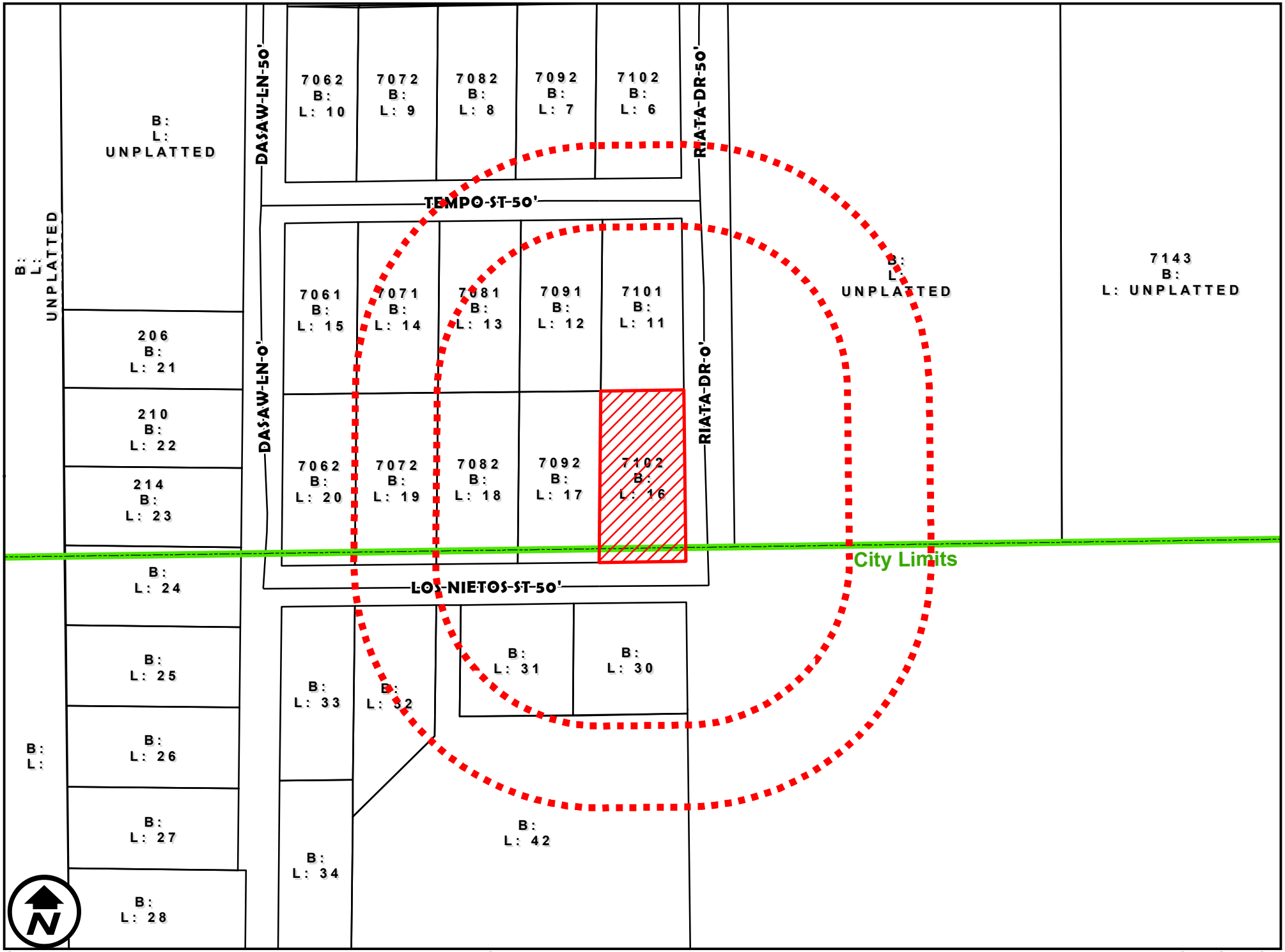


ZONING MAP

1 inch = 150 feet

ZC-030-2026
COUNCIL DISTRICT 3
7102 LOS NIETOS STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)

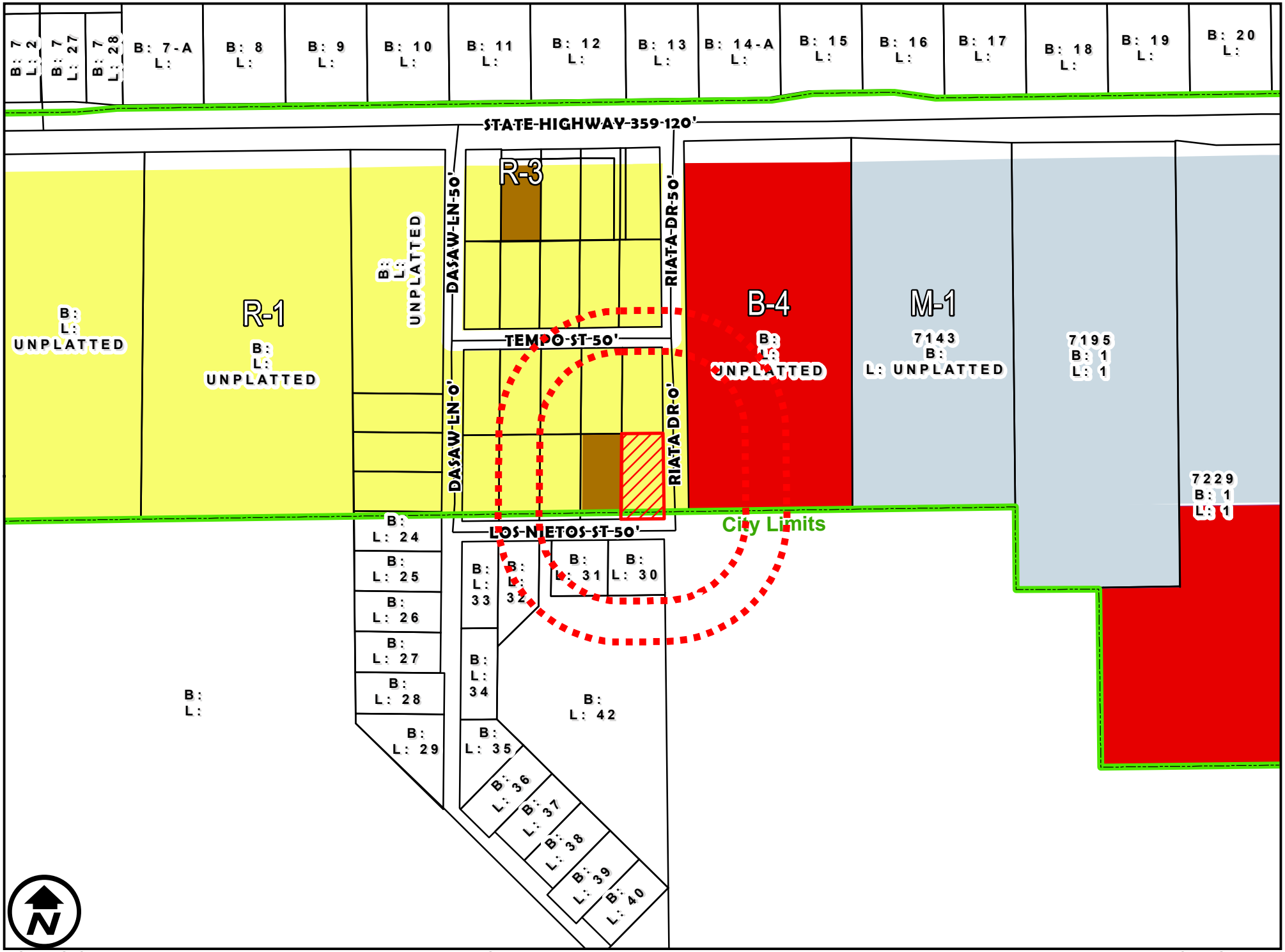


SURVEY MAP

1 inch = 150 feet

ZC-030-2026
COUNCIL DISTRICT 3
7102 LOS NIETOS STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)

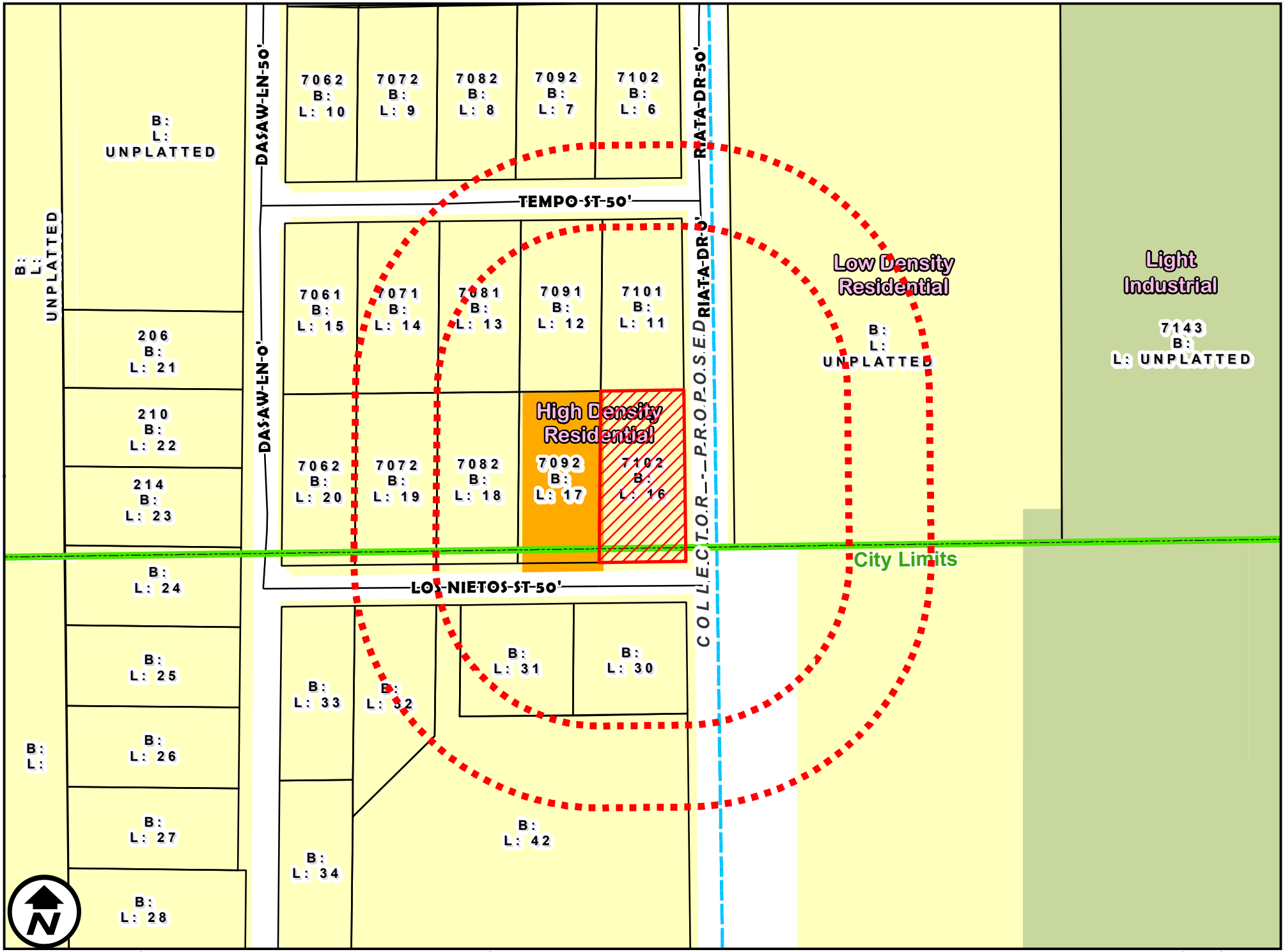


ZONING OVERVIEW

1 inch = 300 feet

ZC-030-2026
COUNCIL DISTRICT 3
7102 LOS NIETOS STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)

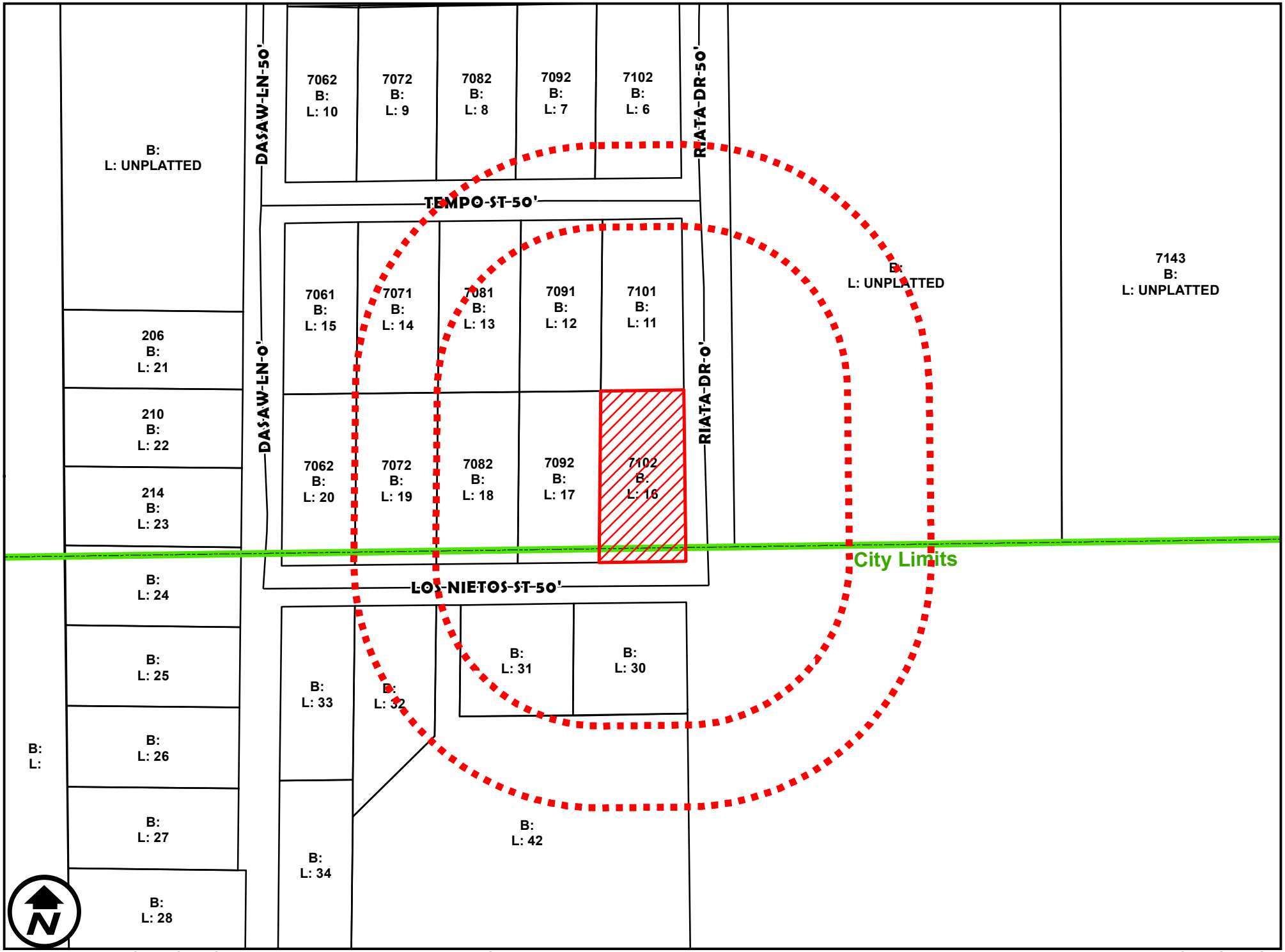


FUTURE LANDUSE

1 inch = 150 feet

ZC-030-2026
COUNCIL DISTRICT 3
7102 LOS NIETOS STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-030-2026
COUNCIL DISTRICT 3
7102 LOS NIETOS STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)

ZC-030-2026
ATTENTION
PROPOSED
ZONE CHANGE
FROM R-1 TO R-3
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO. 2026-O-85

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 16, D-5 ACRES SUBDIVISION, LOCATED AT 7102 LOS NIETOS STREET, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-3 (MIXED RESIDENTIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on Lot 16, D-5 Acres Subdivision, located at 7102 Los Nietos Street, from R-1 (Single Family Residential District) to R-3 (Mixed Residential District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on March 19, 2026; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on April 20, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

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

Section 1: The Zoning Map of the City of Laredo is hereby amended on Lot 16, D-5 Acres Subdivision, located at 7102 Los Nietos Street, from R-1 (Single Family Residential District) to R-3 (Mixed Residential District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/4/2026 **Final Readings 25.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 25.2 acres, located north of Juan Escutia Boulevard and east of Pausa Drive, from AG (Agricultural District) to R-1A (Single Family Reduced Area District).

ZC-033-2026
District VI

Council District: District 6 **Zone Case:** ZC-033-2026

Letters sent to property owners: 25

In Favor (within 200 radius): 0
Opposed (within 200 radius): 2

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 5 to 0 vote recommended approval of the proposed zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-033-2026

Comprehensive Plan Alignment Review

Comprehensive Plan Alignment Review

Agenda Item: ZC-033-2026
Request: Rezoning from AG (Agricultural District) to R-1A (Single Family Reduced Area District)
Location: North of Juan Escutia Boulevard and east of Pausa Drive
Proposed Use: Single-Family Residential
Future Land Use Designation: Low Density Residential, Neighborhood Mixed Use, Medium Density Residential, and High Density Residential

---

1. Level of Alignment

☑ **Moderate** – Indirectly supports or contributes to the intent of a verbatim goal or policy.

---

2. Supporting Goal(s)/Policy(ies)

Policy 5.2.1

"Promote infill development and redevelopment in areas with existing infrastructure and services."
(Page 5.32)
Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
The subject property is currently vacant and located adjacent to existing single-family residential development. The rezoning facilitates development of underutilized land within an expanding service area, supporting orderly growth and efficient use of infrastructure.

Goal 5.1

“Ensure that all Laredoans have access to safe, decent, and affordable housing options in neighborhoods of their choice.”
(Page 5.31)
Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
The rezoning enables new single-family residential development, increasing the supply of housing in a growing area of the city. This contributes to expanding housing opportunities consistent with the Plan’s housing goals.

Policy 1.1.3

“Encourage a mix of housing types within neighborhoods to accommodate a variety of household sizes, incomes, and life stages.”
(Page 1.27)
Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
While the proposal is limited to single-family residential, R-1A allows reduced lot sizes compared to larger-lot districts. This supports a modest increase in housing variety and affordability within a broader area that includes multiple residential density designations.

Future Land Use Consideration

The Future Land Use Map designates the property with **multiple categories**, including:

- Low Density Residential (supports R-1A)
- Neighborhood Mixed Use (supports R-1A)
- Medium Density Residential (does not include R-1A)
- High Density Residential (does not include R-1A)

Relevance:
The proposal is consistent with some, but not all, applicable land use designations. This partial consistency supports development but does not fully implement the intended range of densities envisioned in the Comprehensive Plan.

---

3. Summary of Alignment

The proposed rezoning from AG to R-1A demonstrates **moderate alignment** with the *Viva Laredo Comprehensive Plan*.

The request supports key housing and growth-related policies by:

- Facilitating residential development on vacant land (Policy 5.2.1);
- Expanding housing availability (Goal 5.1); and
- Allowing moderately smaller lot single-family development (Policy 1.1.3).

However, the Future Land Use Map identifies the area as accommodating a **range of residential densities**, including medium and high-density residential. The proposed R-1A zoning implements only the lower end of that spectrum, potentially limiting the Plan's broader vision for a more diverse and integrated residential environment.

From a broader planning perspective, the proposal advances:

- **Housing development and supply**
- **Orderly urban expansion**
- **Efficient land utilization**

While partially aligned with the Comprehensive Plan, the request does not fully realize the intensity and diversity of development envisioned across all Future Land Use categories applied to the site. Therefore, the appropriate classification is:

Moderate Alignment

City Council-Regular Meeting

Date: 5/4/2026

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Rodriguez Zertuche Development LLC, Owner; and Howland Engineering and Surveying Co., Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

2026-O-86 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 25.2 acres, located north of Juan Escutia Boulevard and east of Pausa Drive, from AG (Agricultural District) to R-1A (Single Family Reduced Area District).

ZC-033-2026
District VI

PREVIOUS COUNCIL ACTION

. On April 20, 2026, City Council made a motion to introduce the item.
. On March 1, 2021, the City Council approved an annexation and establish the initial zoning of AG and R-1A. (Ordinance Number 2021-O-062).

BACKGROUND

Council District: VI – Dr. Tyler King

Proposed use: The proposed use is for Single Family Residential.

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is vacant land outside the city limits. To the east of the site is vacant land and vacant land outside the city limits. To the south of the site is vacant developed land and single family residential uses. To the west of the site is vacant developed land and single family residential uses.

Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential, Neighborhood Mixed Use, Medium Density Residential, and High Density Residential.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The long Range Thoroughfare Plan identifies Juan Escutia Boulevard as a Local Street.

www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 25 In Favor: 0 **Opposed:** 2

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 5 to 0 vote recommended **approval** of the zone change.

STAFF RECOMMENDATION

Staff **supports** the zone change for the following reasons:

1. The proposed zone change is in conformance with the Comprehensive Plan's designation as Low Density Residential (R-1, R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions) and Neighborhood Mixed Use (ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH), which does include R-1A zoning districts. However, the proposed zone change is not in conformance with the Comprehensive Plan's designation as Medium Density Residential (R-1, R-O, R-2, B-1R, R1-B) and High Density Residential (R-3, R-2, B-1R,B-1, R-O), which does not include R-1A zoning districts.
2. Although a portion of the tract is not in conformance with the Comprehensive Plan's designation as Medium Density Residential and High Density Residential which does not include R-1A zoning districts, the proposed R-1A zoning designation would be compatible with the existing R-1A zoning designations to south of the site.
3. The proposed zone change does not create an isolated zoning district as it abuts R-1A zoning districts to the west of the site.

Notice to the owner/applicant:

1. The approval of the zone change does not guarantee the issuance of a building permit and requires full compliance with all applicable municipal codes and regulations.

IMPACT ANALYSIS

R1-A. The purpose of the R1-A (Single Family Reduced Area District) is to provide for residential uses and those public uses normally considered an integral part of the residential neighborhood they serve. In addition, this district provides for the subdivision of single family residential lots with a minimum of 4500 square feet.

Is this change contrary to the established land use pattern?
The surrounding land use is primarily vacant land and single family residential south and east of the site.

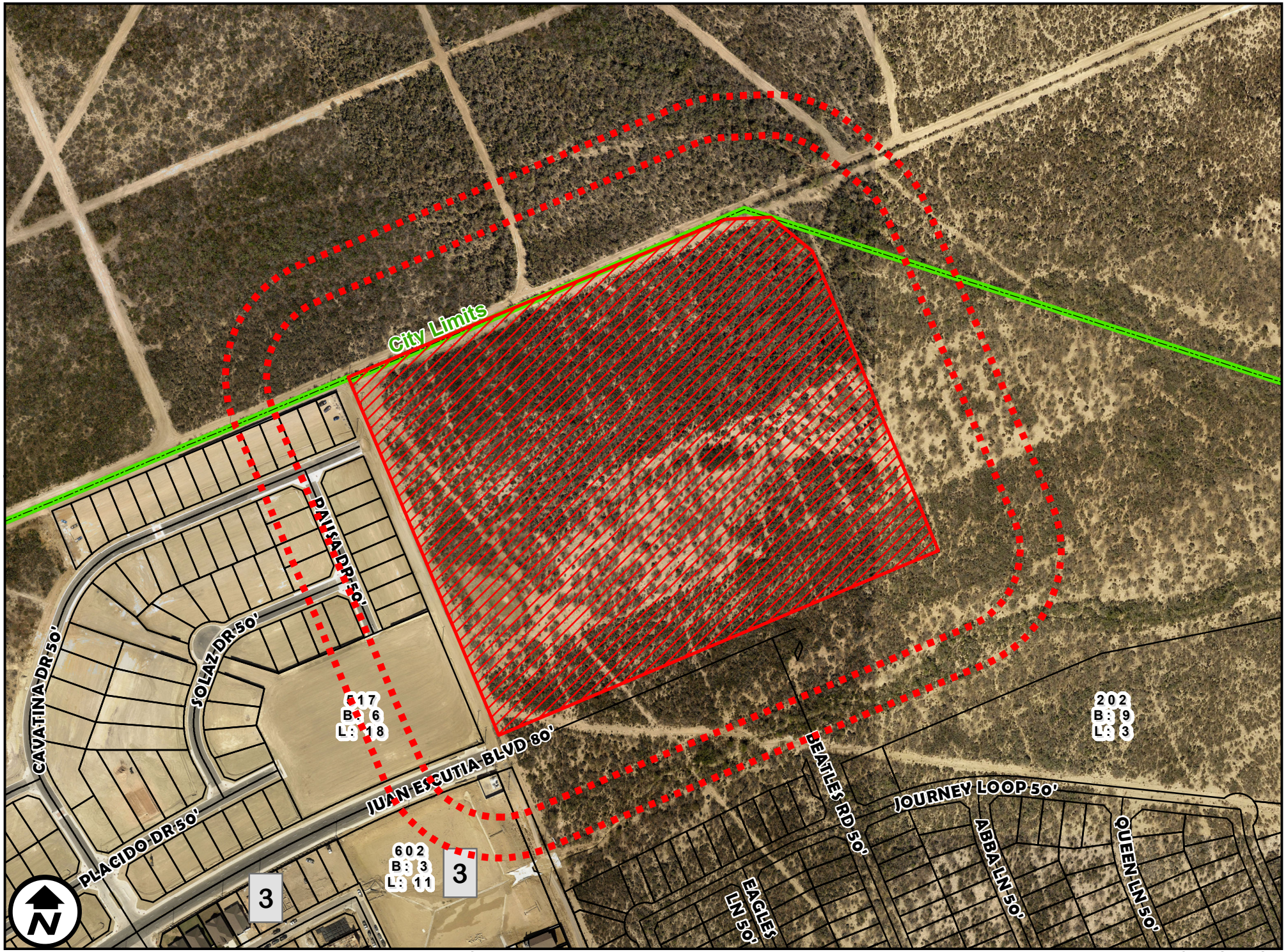
Would this change create an isolated zoning district unrelated to surrounding districts?
No. There are R-1A zoning districts to the south of the site.

Will change adversely influence living conditions in the neighborhood?
No, it is not anticipated to have a negative impact in the surrounding area or neighborhood.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing zone does not allow for single family residential uses as intended by the applicant.

Attachments

Comp Plan Alignment
Maps
Survey, Metes, & Bounds
Zone Change Signage
Ordinance

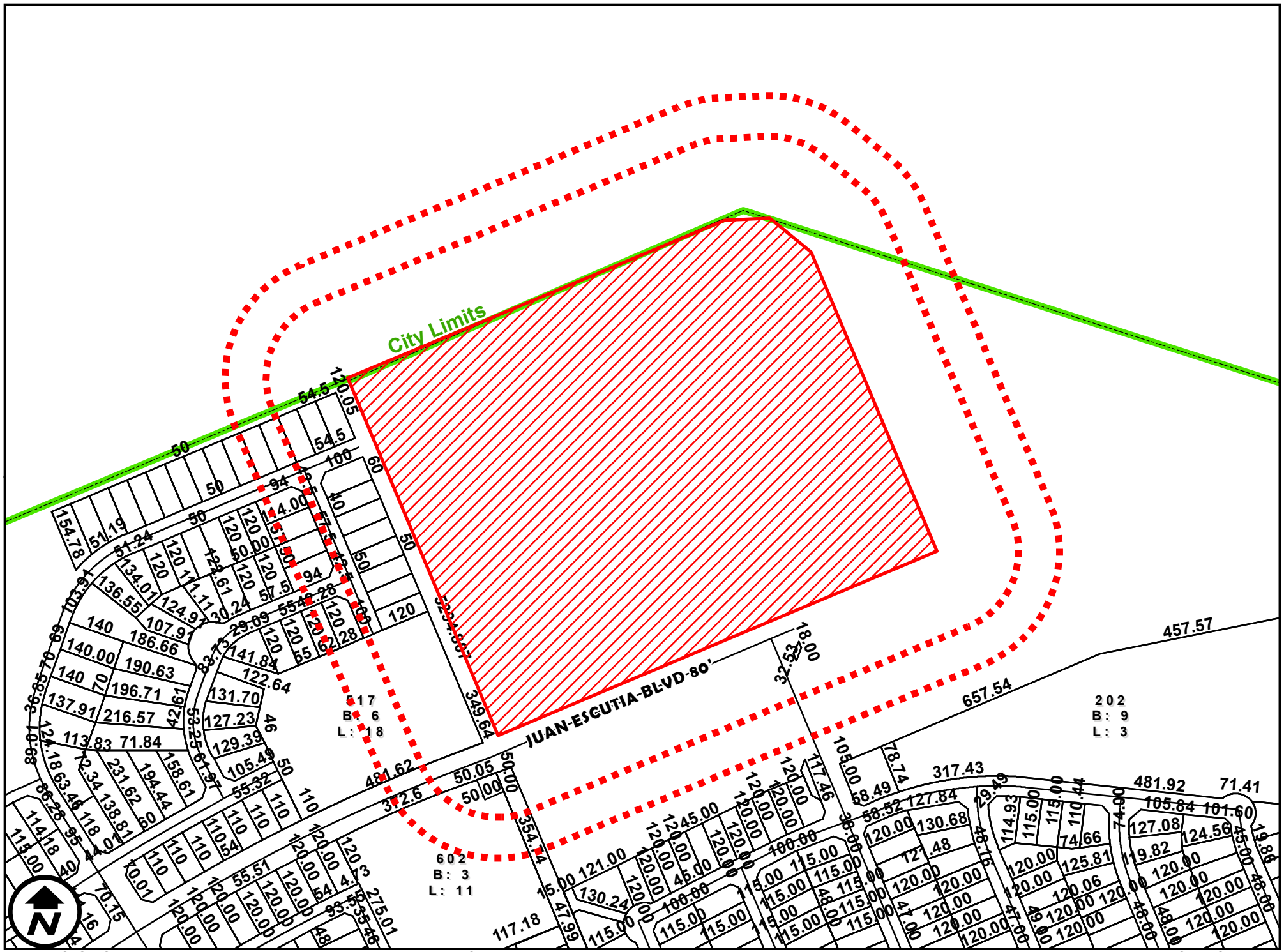


AERIAL MAP

1 inch = 300 feet

ZC-033-2026
COUNCIL DISTRICT 6
NORTH OF JUAN ESCUTIA BOULEVARD AND EAST OF PAUSA DRIVE

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)



DIMENSIONS MAP

1 inch = 300 feet

ZC-033-2026

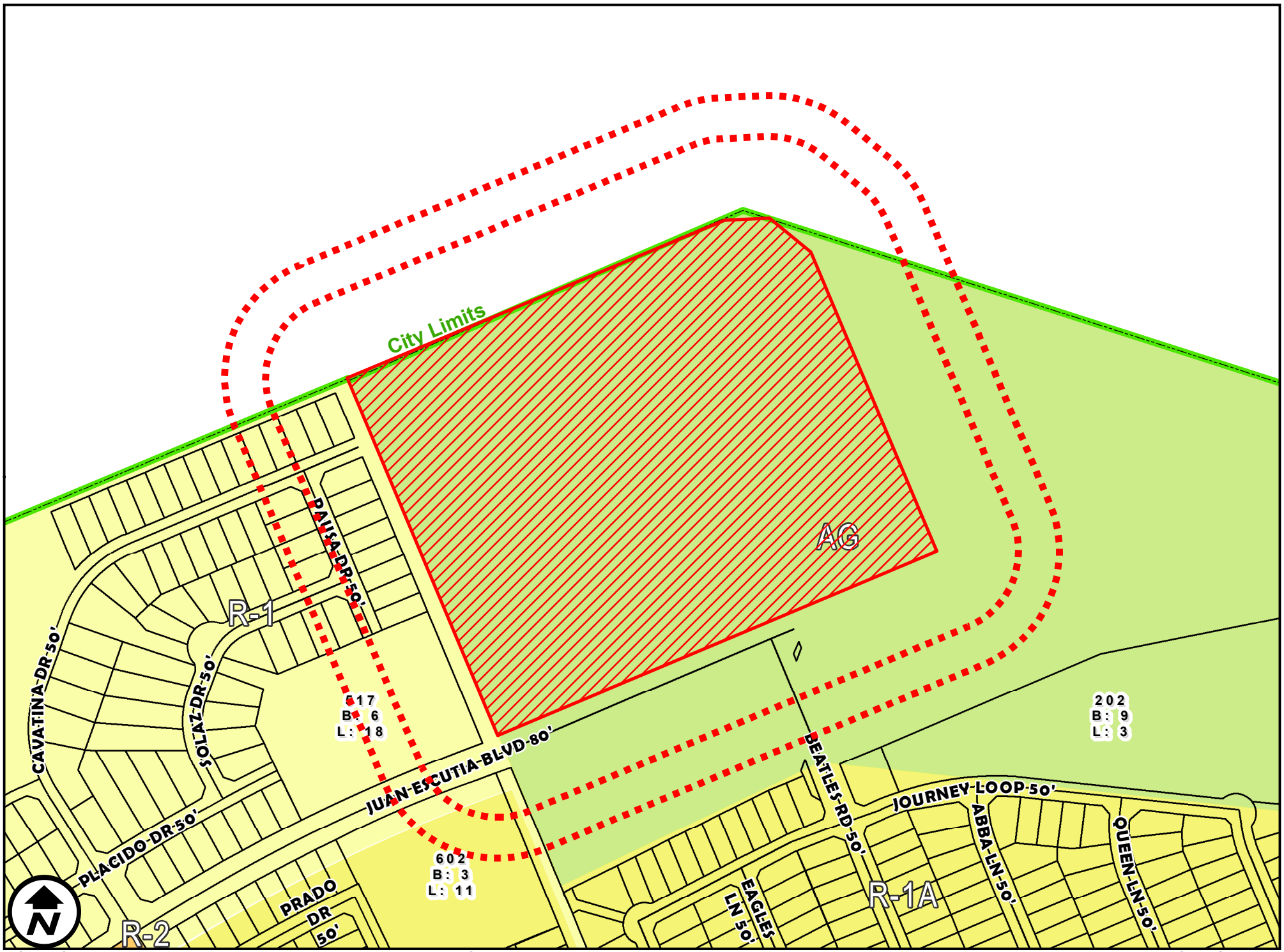
COUNCIL DISTRICT 6

NORTH OF JUAN ESCUTIA BOULEVARD AND EAST OF PAUSA DRIVE

APPLICATION F

AG (AGRICULTURAL DISTRICT) TO

R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)

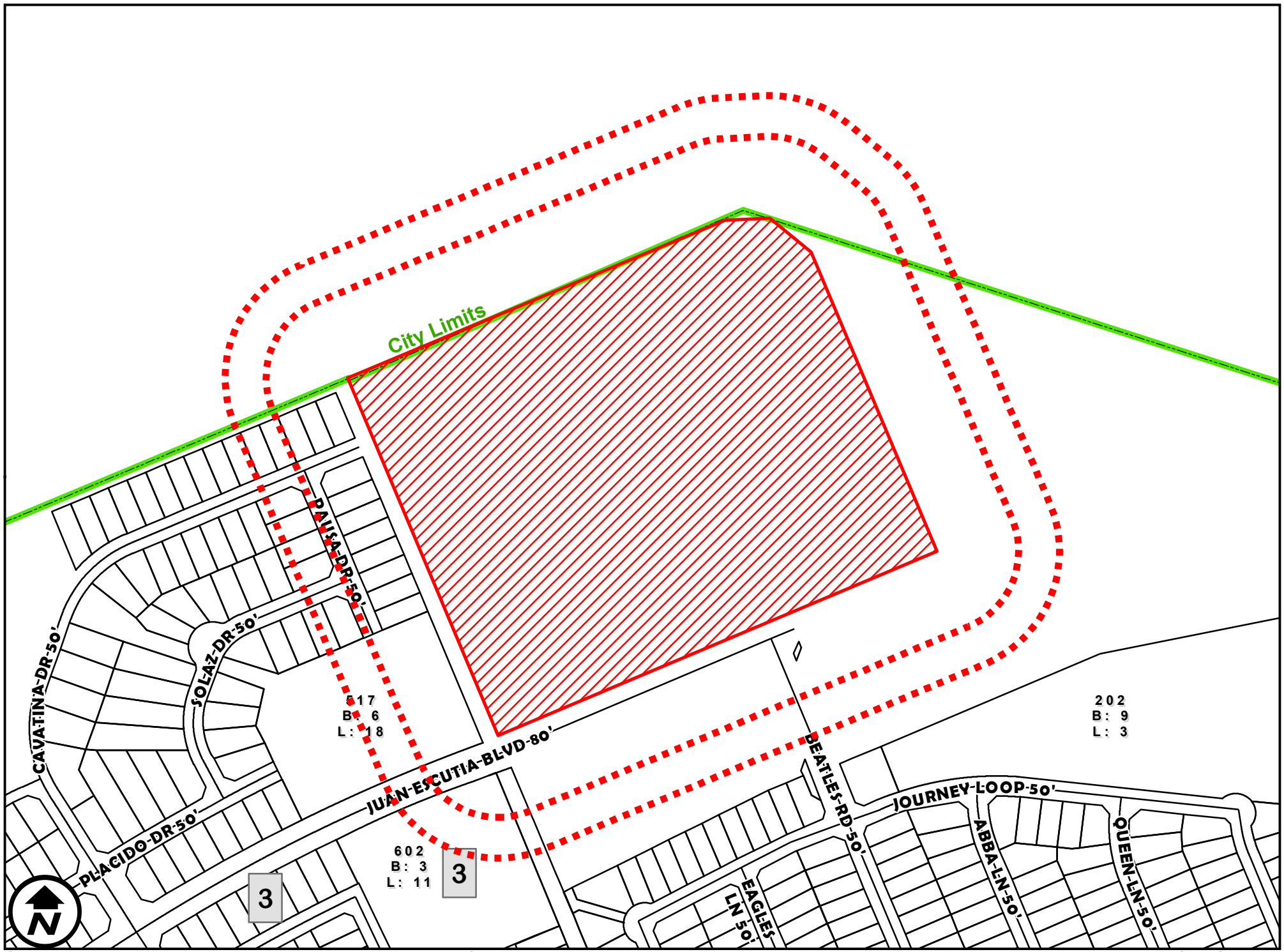


ZONING MAP

1 inch = 300 feet

ZC-033-2026
COUNCIL DISTRICT 6
NORTH OF JUAN ESCUTIA BOULEVARD AND EAST OF PAUSA DRIVE

APPLICATION F
AG (AGRICULTURAL DISTRICT) TO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)

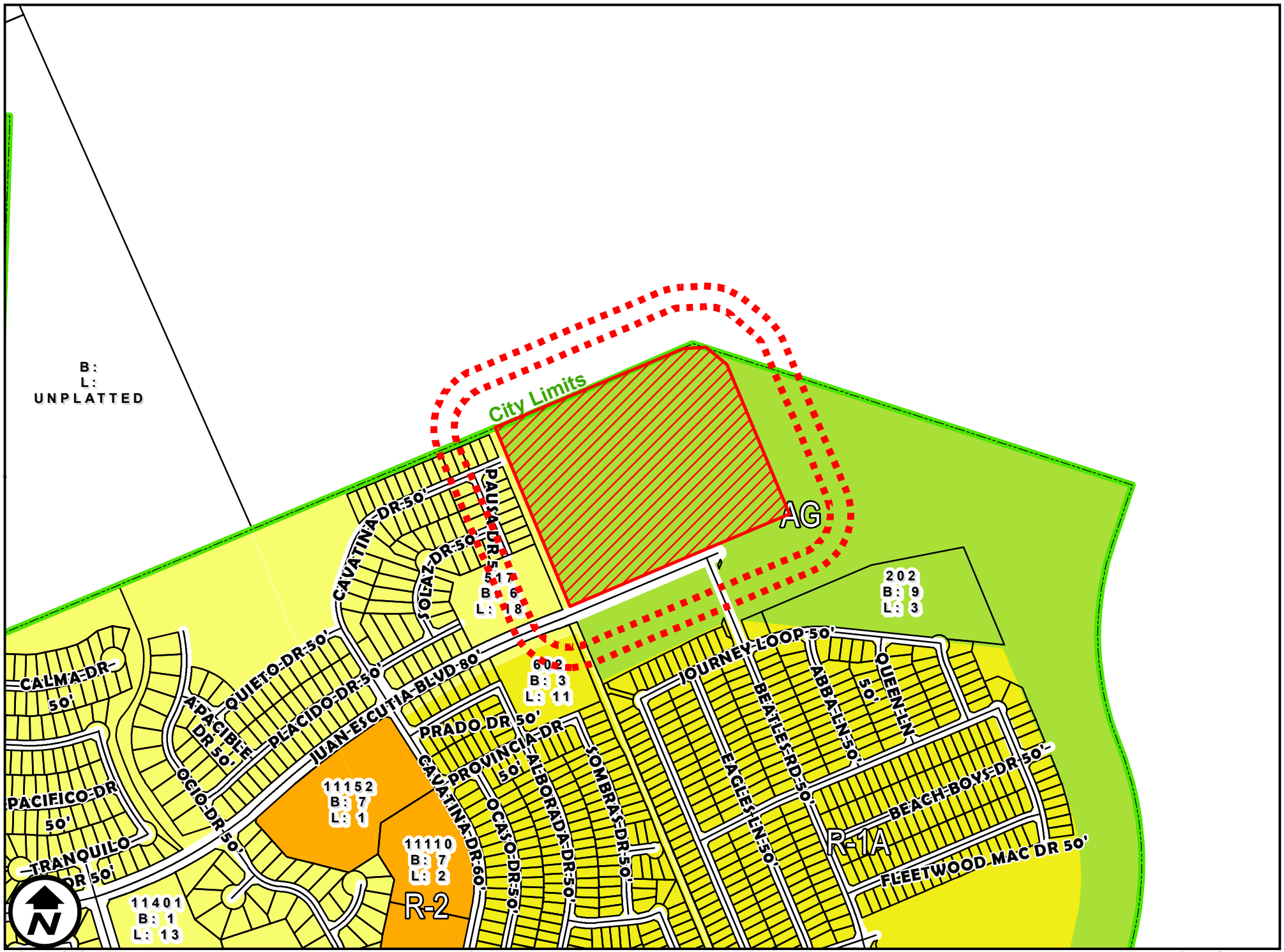


SURVEY MAP

1 inch = 300 feet

ZC-033-2026
COUNCIL DISTRICT 6
NORTH OF JUAN ESCUTIA BOULEVARD AND EAST OF PAUSA DRIVE

APPLICATION F
AG (AGRICULTURAL DISTRICT) TO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)

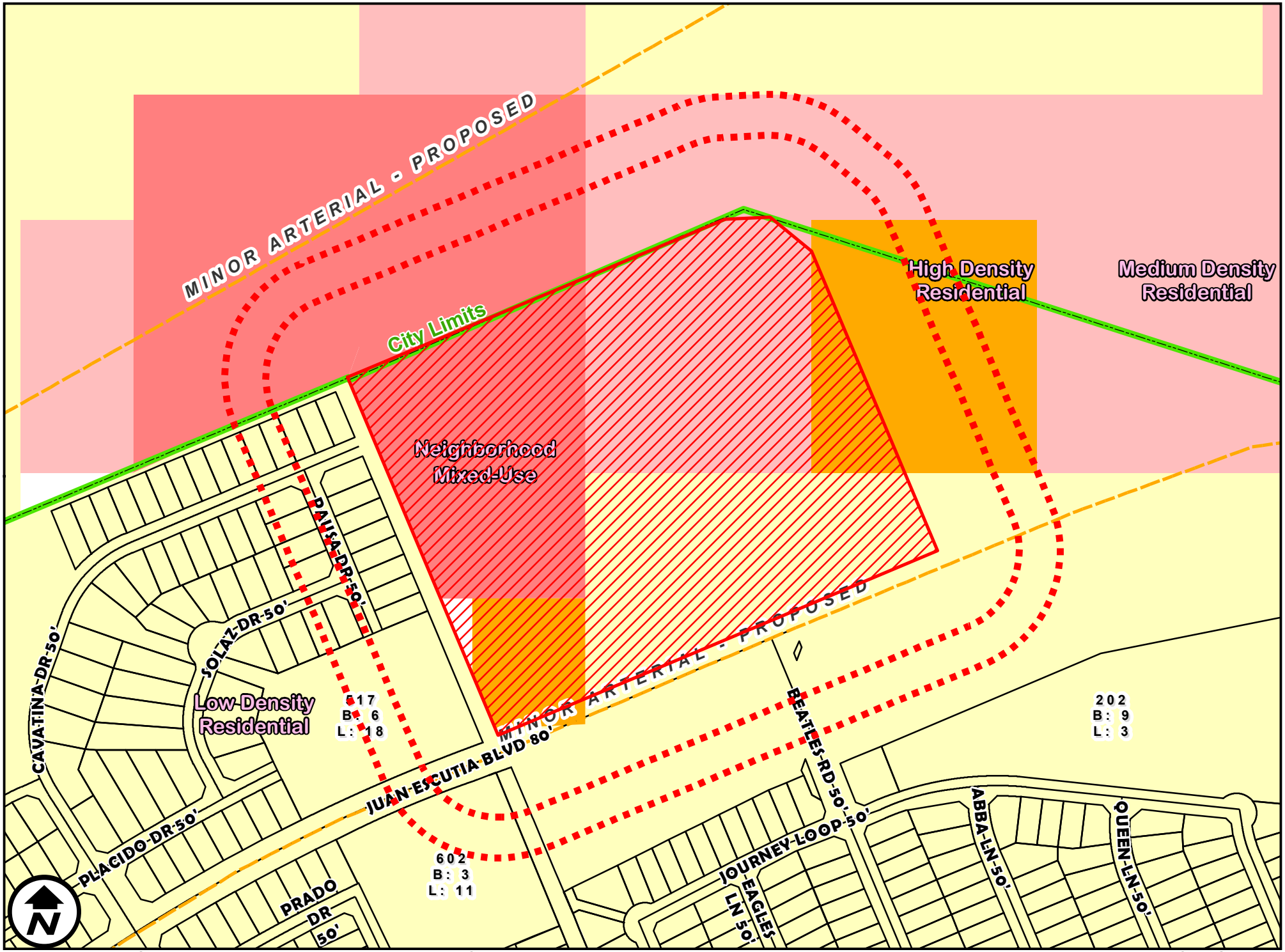


ZONING OVERVIEW

1 inch = 600 feet

ZC-033-2026
COUNCIL DISTRICT 6
NORTH OF JUAN ESCUTIA BOULEVARD AND EAST OF PAUSA DRIVE

APPLICATION F
AG (AGRICULTURAL DISTRICT) TO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)

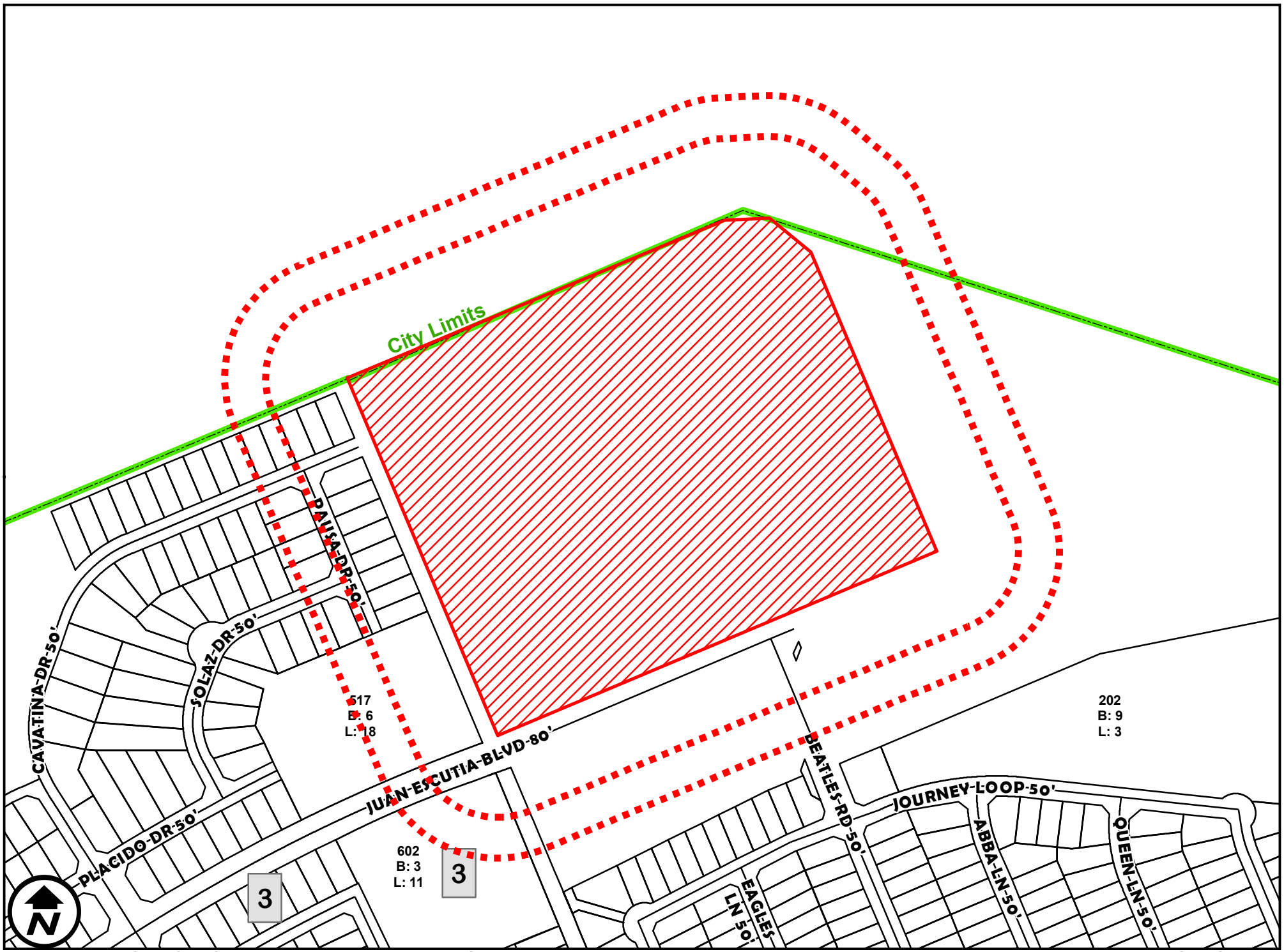


FUTURE LANDUSE

1 inch = 300 feet

ZC-033-2026
COUNCIL DISTRICT 6
NORTH OF JUAN ESCUTIA BOULEVARD AND EAST OF PAUSA DRIVE

APPLICATION F
AG (AGRICULTURAL DISTRICT) TO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)

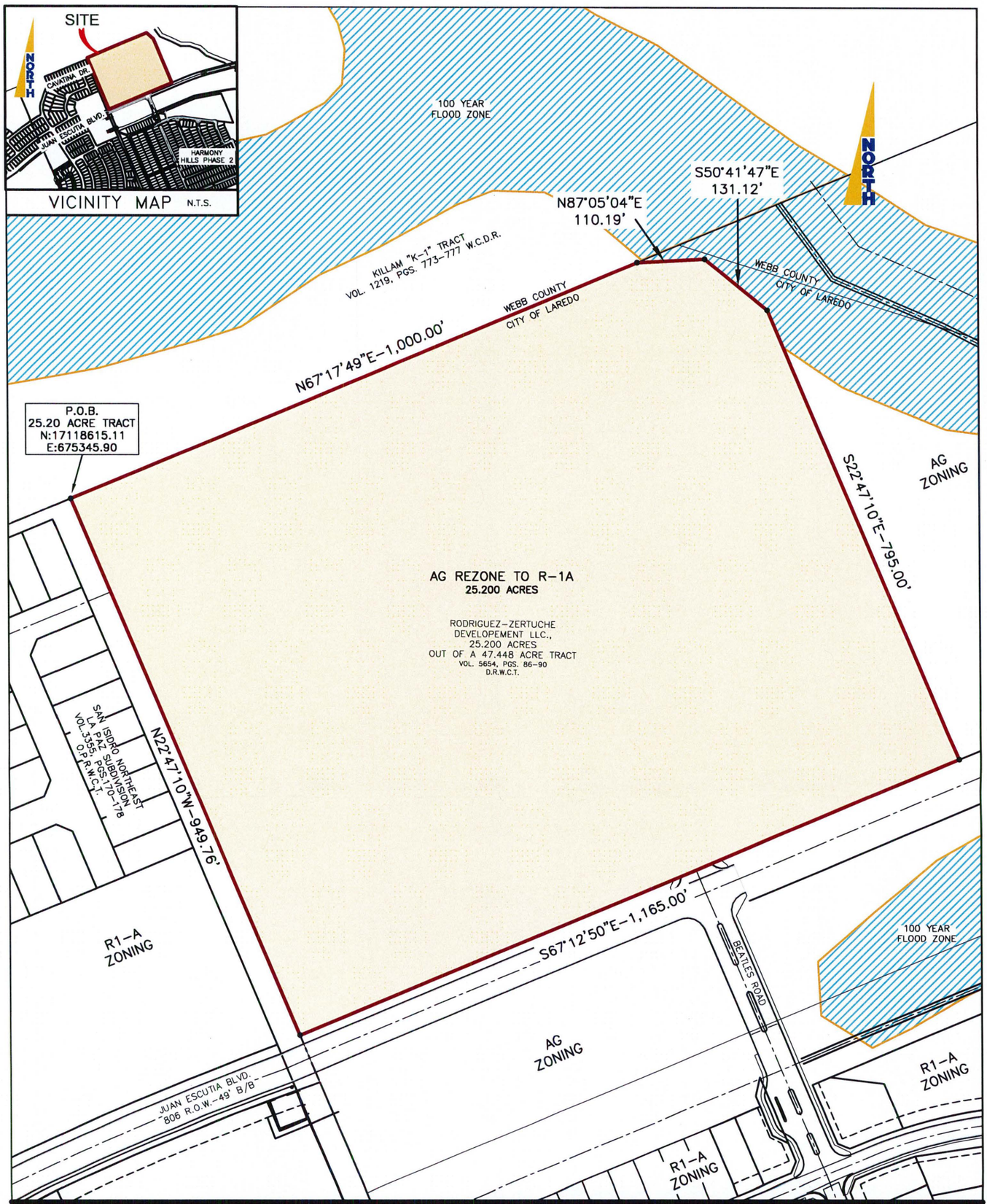


200' AND 300' NOTIFICATION

1 inch = 300 feet

ZC-033-2026
COUNCIL DISTRICT 6
NORTH OF JUAN ESCUTIA BOULEVARD AND EAST OF PAUSA DRIVE

APPLICATION F
AG (AGRICULTURAL DISTRICT) TO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)



NOTE:

A FOUND 1/2" IRON ROD BEING THE NORTHWEST CORNER OF SAID 25.20 ACRE TRACT OWNED BY RODRIGUEZ-ZERTUCHE, LLC. (N:17118615.11, E:675345.90)

BASIS OF BEARING G.P.S., NAD-83 SOUTH TEXAS ZONE,

EXHIBIT "A"

STATE OF TEXAS
REGISTERED
BERNAL F. SLIGHT
5328
PROFESSIONAL
LAND SURVEYOR

02/17/26

RODRIGUEZ-ZERTUCHE DEVELOPEMENT

25.200 ACRE TRACT
REZONE FROM AG TO R-1A

MADE UP OF ONE TRACT LOCATED IN CITY OF LAREDO, WEBB COUNTY, TEXAS

DRAWN BY: F.S.

JOB No. E-337-24

FILE NAME: SONATA HEIGHTS SUBD. REZONE

SCALE: 1"=200'

SHEET 1 OF 2

HOWLAND
ENGINEERING AND SURVEYING CO.
TBPE Firm Registration No. F-4097 / TBPLS Firm Registration No. 100464-00
7615 N. Bartlett Avenue / P.O.Box 451128 (78045) / Laredo, TX. 78041
P. 956.722.4411 / F. 956.722.5414
www.howlandcompanies.com

HOWLAND
ENGINEERING AND SURVEYING CO.

LEGAL DESCRIPTION
FOR RE-ZONE AG TO R1-A
25.200 ACRE TRACT

A TRACT OF LAND CONTAINING 25.200 ACRES (1,097,727 SF), more or less, situated in Porcion 20, Bautista Garcia, Original Grantee, Abstract 48, City of Laredo, Webb County, Texas. Being out of a 47.448 tract of land known as TRACT A as per Volume 5654, Pages 86-90, Deed Records of Webb County, Texas. This 25.200-acre tract being more particularly described as follows:

BEGINNING at a found 1/2-inch iron rod being northeast corner of a 217.14 acre tract, as per deed recorded in Volume 3355, Page 170-178, O.P.R.W.C.T., also being on the north boundary line of 806.8789 acre tract, known as Share 1, as recorded in Volume 1315, Pages 180-191, W.C.D.R., for the northwest corner of this tract, and the **TRUE POINT OF BEGINNING**;

THENCE, N 67°17'49" E, along the northerly boundary line of said 806.8789 acre tract, also being the south boundary line of Killam "K-1 Tract, as per deed recorded in Volume 1219, Pages 773-777, W.C.D.R., a distance of **1,000.00 FEET** to a set 1/2-inch iron rod being a deflection right hereof;

THENCE, N 87°05'04" E, a distance of **110.19 FEET** to a set 1/2-inch iron rod, for a deflection right hereof;

THENCE, S 50°41'47" E, a distance of **131.12 FEET** to a set 1/2-inch iron rod, for a deflection right hereof;

THENCE, S 22°47'10" E, a distance of **795.00 FEET** to a set 1/2-inch iron rod, for the southeast corner hereof;

THENCE, S 67°12'50" W, a distance of **1,165.00 FEET** to a set 1/2-inch iron rod, being on the east boundary line of said 217.14 acre tract, for the southwest corner hereof;

THENCE, N 22°47'10" W, along the east boundary line of said 217.14 acre tract, a distance of **949.76 FEET** to the point of beginning of this 25.200-acre tract of land, more or less.

www.howlandcompanies.com
7615 N. Bartlett Avenue | P.O. Box 451128 (78045) | Laredo, TX 78041 P. 956.722.4411 | F. 956.441.0180
4902 Sinclair Road | San Antonio, TX 78222 P. 210.648.1600 | F. 210.648.1605
TBPE Firm Registration No. F-4097 | TBPLS Firm Registration No. 100464-00 | TBPLS Firm Registration No. 10194361

ZC-033-2026
ATTENTION
PROPOSED
ZONE CHANGE
FROM A-G TO R-1A
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO. 2026-O-86

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 25.2 ACRES, LOCATED NORTH OF JUAN ESCUTIA BOULEVARD AND EAST OF PAUSA DRIVE, FROM AG (AGRICULTURAL DISTRICT) TO R-1A (SINGLE FAMILY REDUCED AREA DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on approximately 25.2 acres, located north of Juan Escutia Boulevard and east of Pausa Drive, from AG (Agricultural District) to R-1A (Single Family Reduced Area District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on March 19, 2026; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on April 20, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

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

Section 1: The Zoning Map of the City of Laredo is hereby amended on approximately 25.2 acres, located north of Juan Escutia Boulevard and east of Pausa Drive, from AG (Agricultural District) to R-1A (Single Family Reduced Area District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/4/2026 **Final Readings 26.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 119D, Block 3, San Isidro Southwest-Antler Crossing Subdivision, Phase 5, located at 9802 Springfield Avenue, from R-2 (Multi-Family Residential District) to B-3 (Community Business District).

ZC-034-2026
District VI

Council District: District 6 **Zone Case:** ZC-034-2026

Letters sent to property owners: 28

In Favor (within 200 radius): 0
Opposed (within 200 radius): 2

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 8 to 0 vote recommended approval of the proposed zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-034-2026

Comprehensive Plan Alignment Review

Comprehensive Plan Alignment Review

Agenda Item: ZC-034-2026
Request: Rezoning from R-2 (Multi-Family Residential District) to B-3 (Community Business District)
Location: 9802 Springfield Avenue
Proposed Use: Commercial (unspecified)
Future Land Use Designation: Mixed-Use Center

---

1. Level of Alignment

☑ **Strong** – Directly supports or fulfills a clearly stated and verbatim goal or policy from the Viva Laredo Comprehensive Plan.

---

2. Supporting Goal(s)/Policy(ies)

Mixed-Use Development Framework

The Future Land Use Map designates the area as a **Mixed-Use Center**, which supports a range of commercial and residential uses in a more intense, integrated development pattern.

The staff report confirms that:

- Mixed-Use Center allows all zoning districts **except** certain industrial and special districts, and
- **B-3 (Community Business District)** is included within this category.

Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
The requested rezoning to B-3 directly implements the permitted zoning framework under the Mixed-Use Center designation. This represents a direct application of the Comprehensive Plan's land use strategy for higher-intensity, mixed-use nodes.

Policy 1.2.2

"Encourage well-designed commercial development that is compatible with adjacent residential neighborhoods."
(Page 1.28)
Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
The subject site is located along Springfield Avenue, identified as a minor arterial, and abuts existing B-3 zoning to the north. The B-3 district is intended for community-scale commercial uses along arterial corridors, which supports compatibility when properly designed and buffered from adjacent residential areas.

Policy 5.2.1

"Promote infill development and redevelopment in areas with existing infrastructure and services."
(Page 5.32)
Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
The site is currently vacant developed land within an urbanized area. The rezoning facilitates commercial development in a location already served by infrastructure and roadway access, consistent with infill and reinvestment objectives.

---

3. Summary of Alignment

The proposed rezoning from R-2 to B-3 demonstrates **strong alignment** with the *Viva Laredo Comprehensive Plan*.

The Future Land Use Map designates the area as a **Mixed-Use Center**, which explicitly supports a mix of commercial and residential uses at higher intensities. The B-3 zoning district is directly contemplated within this designation and is appropriate along a **minor arterial roadway**, consistent with both land use and transportation planning principles.

The proposal:

- Directly implements the Mixed-Use Center land use designation;
- Supports commercial development along an arterial corridor;
- Promotes infill development on vacant land (Policy 5.2.1); and

- Aligns with compatibility principles when properly designed (Policy 1.2.2).

While the specific commercial use has not been identified, the zoning district itself is consistent with the Comprehensive Plan framework and existing nearby zoning patterns.

Broader planning themes supported include:

- **Economic development and commercial activity**
- **Corridor-based growth and mobility planning**
- **Efficient land utilization and infill development**
- **Mixed-use integration**

Because the requested zoning classification directly aligns with the Future Land Use designation and implements the Comprehensive Plan's intended development pattern for this area, the appropriate classification is:

Strong Alignment

City Council-Regular Meeting

Date: 5/4/2026

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Anthlers Holdings, LLC, Owner; and Abraham Gonzalez, Applicant
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

2026-O-87 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 119D, Block 3, San Isidro Southwest-Antler Crossing Subdivision, Phase 5, located at 9802 Springfield Avenue, from R-2 (Multi-Family Residential District) to B-3 (Community Business District).

ZC-034-2026
District VI

PREVIOUS COUNCIL ACTION

. On April 20, 2026, City Council made a motion to introduce the item.
. On March 21, 2022, the City Council approved of the zone change request from a B-4 zoning district to an R-2 zoning district.

BACKGROUND

Council District: VI – Dr. Tyler King

Proposed use: Commercial. The applicant did not identify the specific proposed commercial use.

Site: The site is currently vacant developed land.

Surrounding land uses: To the north of the site is San Isidro Parkway and vacant developed land. To the east of the site is Springfield Avenue, vacant developed land, and Grace Bible Church. To the south of the site is Sambar Loop and single family residential uses. To the west of the site is Blue Oak Loop and vacant developed land.

Comprehensive Plan: The Future Land Use Map recognizes this area as Mixed-Use Center.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The long Range Thoroughfare Plan identifies Springfield Avenue as a minor arterial.

www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 28 In Favor: 0 **Opposed:** 2

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 8 to 0 vote recommended **approval** of the zone change.

STAFF RECOMMENDATION

Staff **supports** the zone change for the following reasons:

1. The proposed zone change is in conformance with the Comprehensive Plan's designation as Mixed Use Center (ALL EXCEPT M-1, M-2, AH, AN, FH, OG), which does include B-3 zoning districts.
2. The proposed zone change meets the Laredo Land Development Code location requirement, stating that B-3 zoning districts should be located along minor or principal arterial streets. Springfield Avenue is identified as a minor arterial in the Thoroughfare Plan.
3. The proposed zone abuts B-3 zoning districts to the north of the site.

Notice to the owner/applicant:

1. The approval of the zone change does not guarantee the issuance of a building permit and requires full compliance with all applicable municipal codes and regulations.

IMPACT ANALYSIS

B-3. The purpose of the B-3 District (Community Business District) is to provide for those businesses and services serving a trade area larger than a neighborhood, but smaller than the entire city and located primarily along minor or principal arterial streets, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily abutting minor or principal arterial streets while preserving established residential neighborhoods along such streets.

Is this change contrary to the established land use pattern?
The surrounding land use is primarily vacant land and single family residential south of the site.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. There are B-3 zoning districts to the north of the site.

Will change adversely influence living conditions in the neighborhood?

Possibly, the applicant did not specify the specific proposed use to determine the influences in the surrounding neighborhoods.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yea, the existing zone does not allow for commercial uses as intended by the applicant. However, the applicant did not identify the specific proposed commercial use.

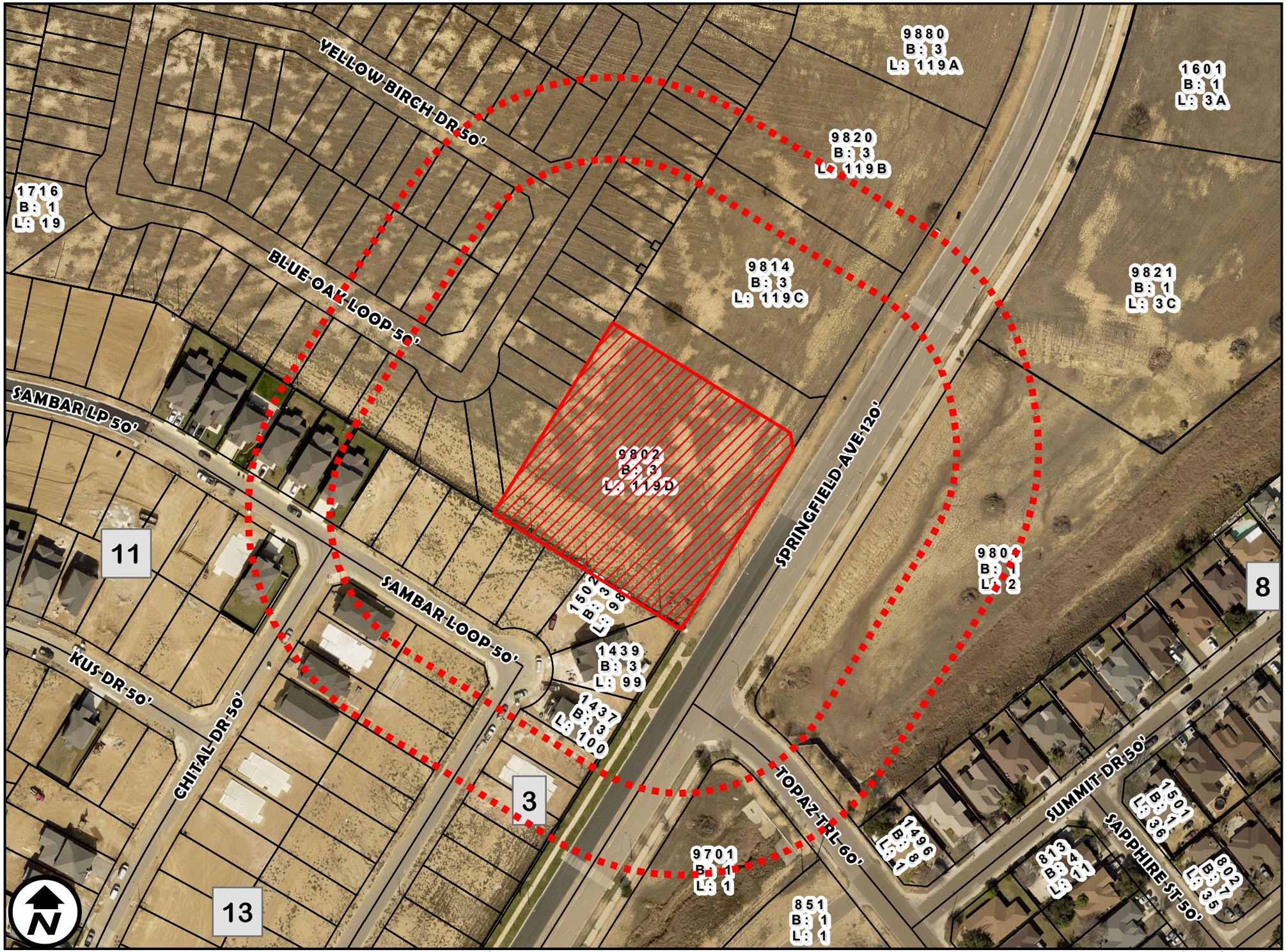
Attachments

Comp Plan Alignment

Maps

Zone Change Signage

Ordinance

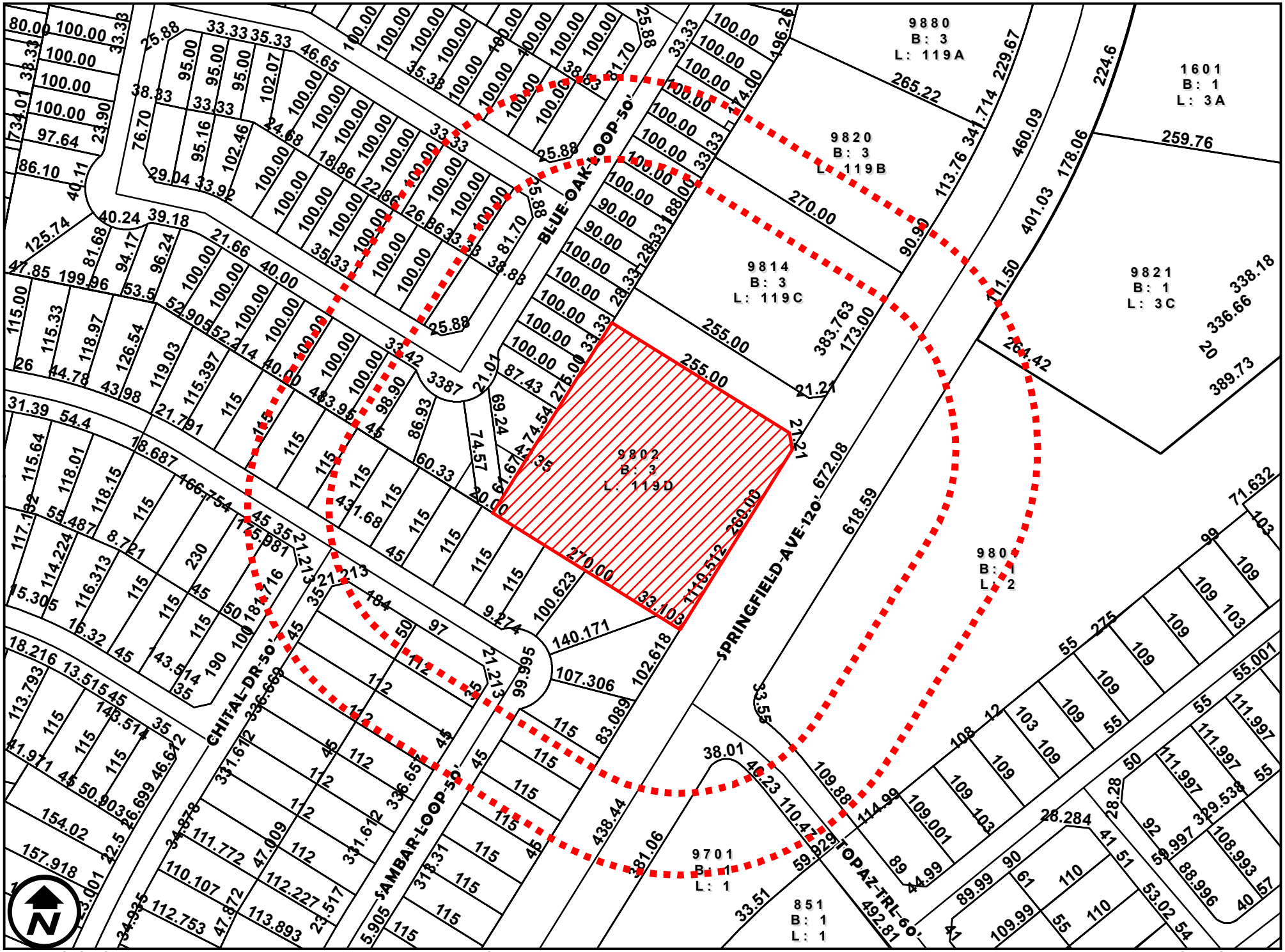


AERIAL MAP

1 inch = 150 feet

ZC-034-2026
COUNCIL DISTRICT 6
9802 SPRINGFIELD AVENUE

APPLICATION F
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)

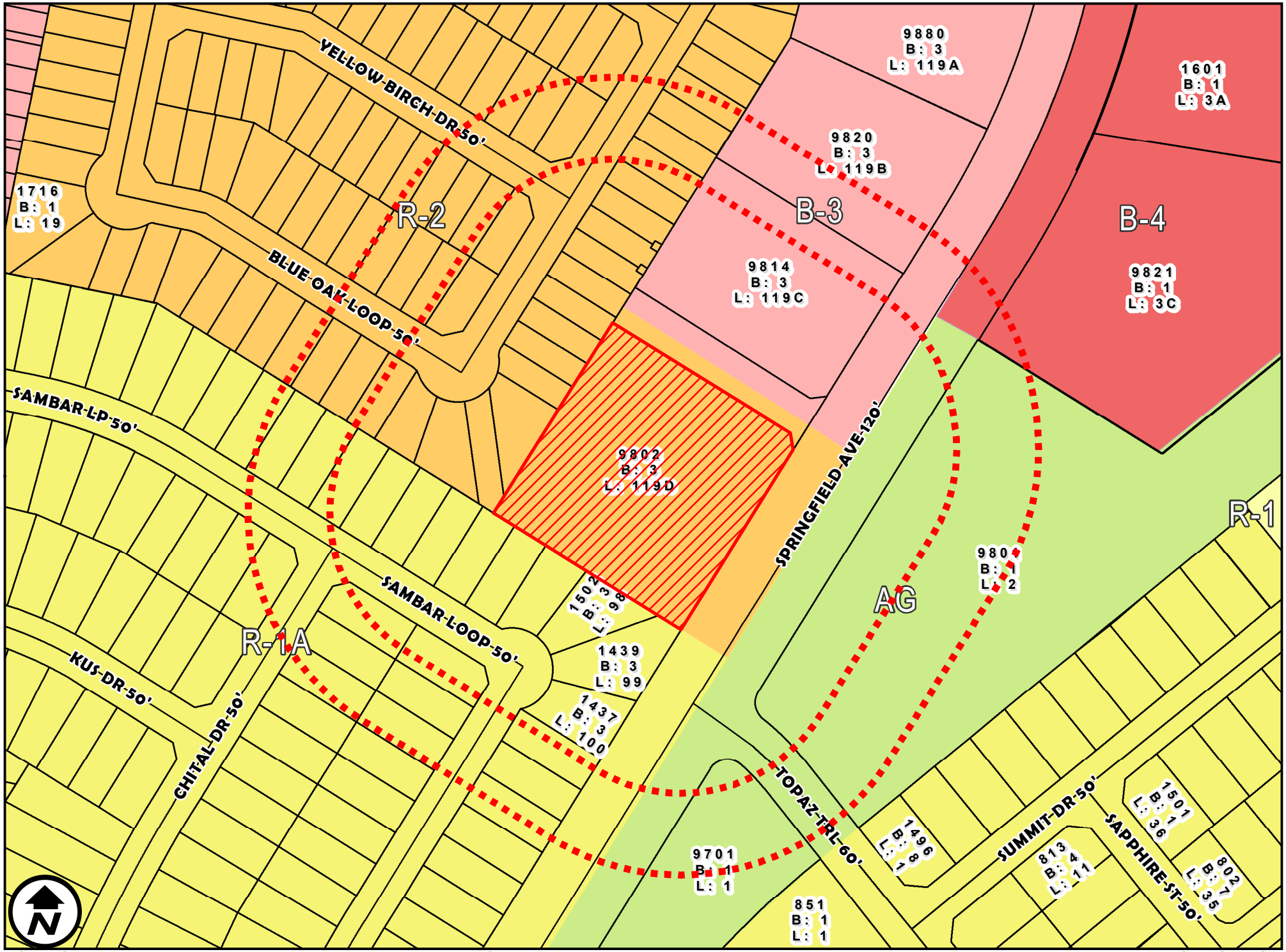


DIMENSIONS MAP

1 inch = 150 feet

ZC-034-2026
COUNCIL DISTRICT 6
9802 SPRINGFIELD AVENUE

APPLICATION F
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)

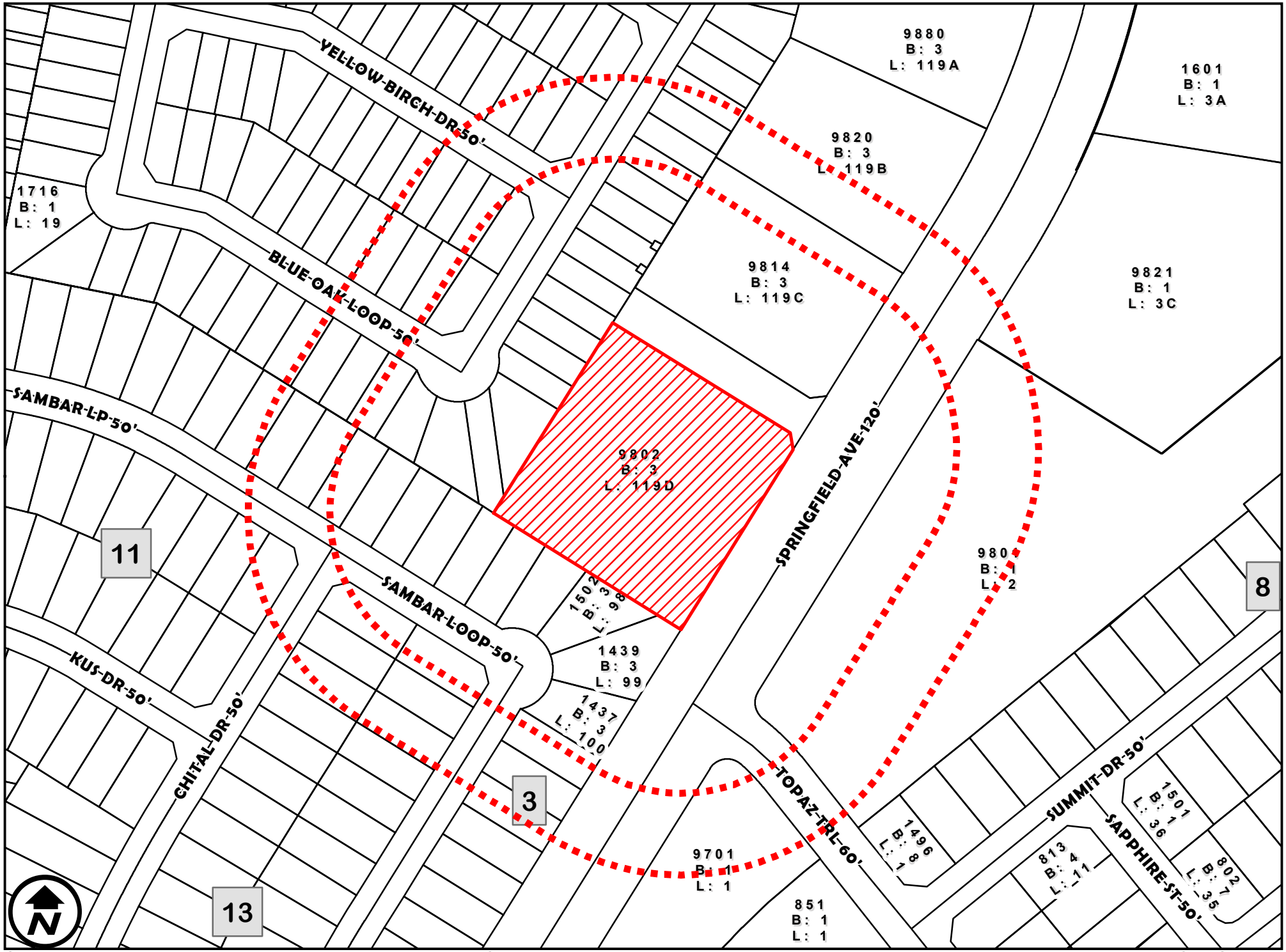


ZONING MAP

1 inch = 150 feet

ZC-034-2026
COUNCIL DISTRICT 6
9802 SPRINGFIELD AVENUE

APPLICATION F
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)

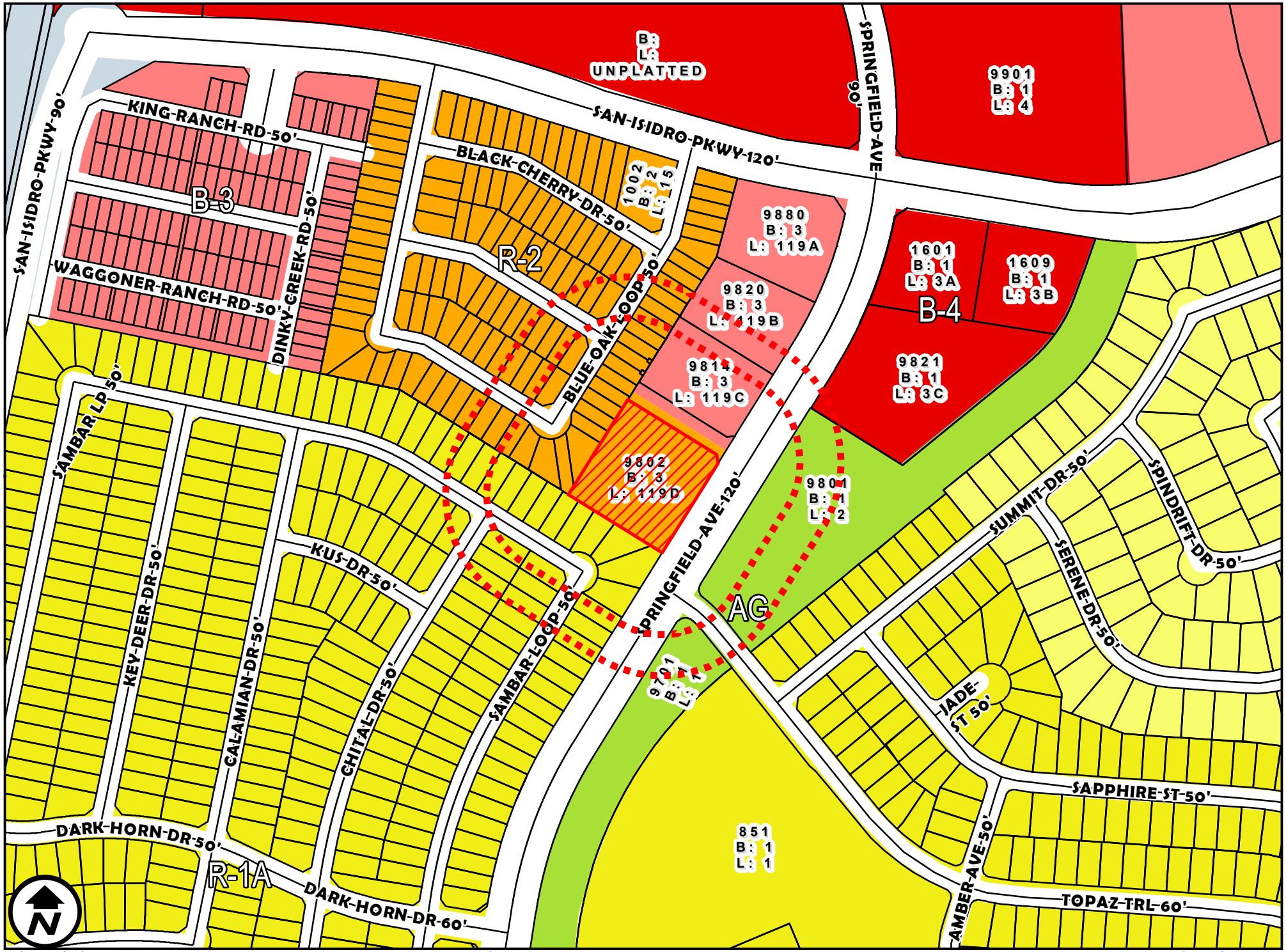


SURVEY MAP

1 inch = 150 feet

ZC-034-2026
COUNCIL DISTRICT 6
9802 SPRINGFIELD AVENUE

APPLICATION F
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)

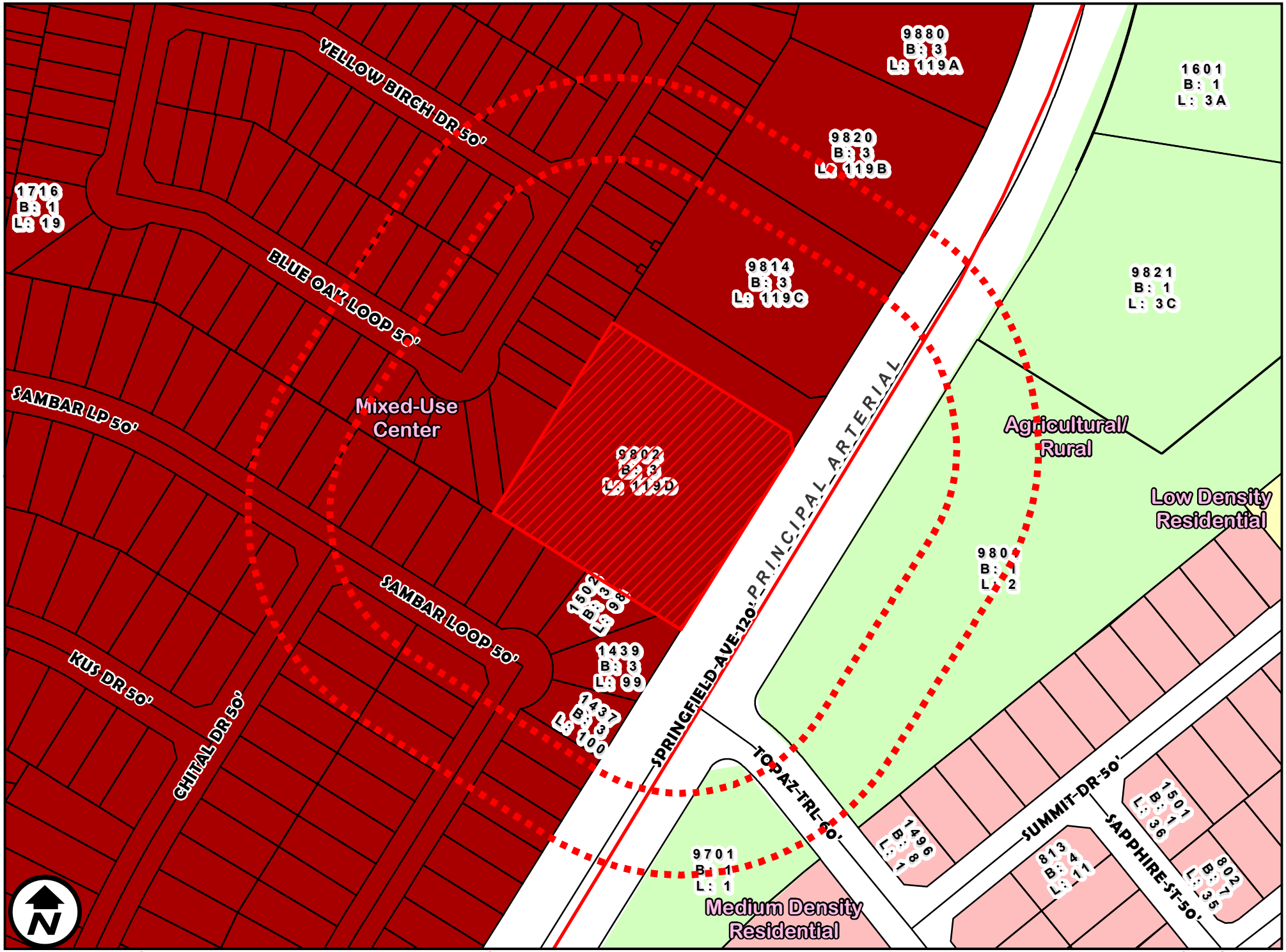


ZONING OVERVIEW

1 inch = 300 feet

ZC-034-2026
COUNCIL DISTRICT 6
9802 SPRINGFIELD AVENUE

APPLICATION F
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)

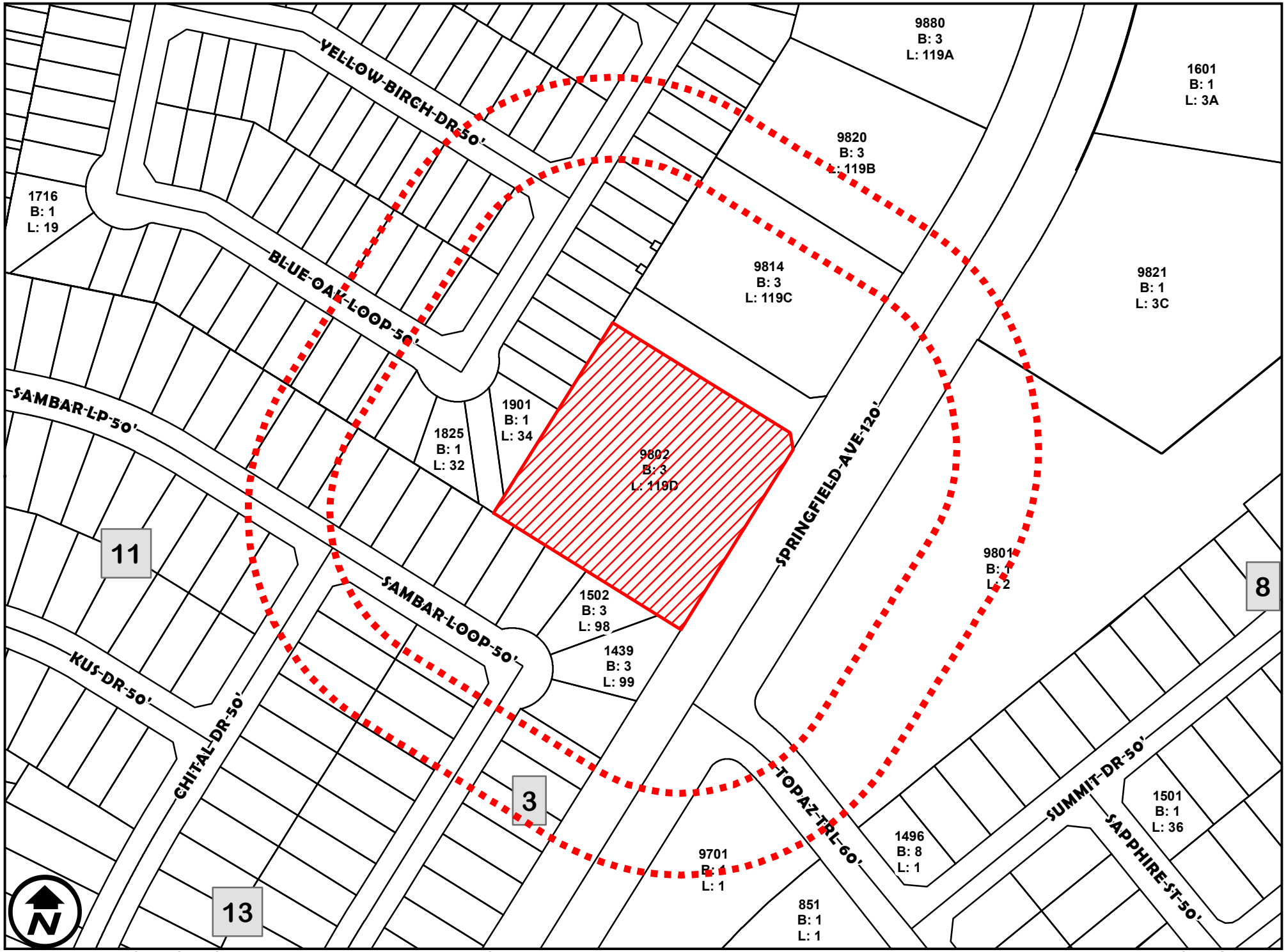


FUTURE LANDUSE

1 inch = 150 feet

ZC-034-2026
COUNCIL DISTRICT 6
9802 SPRINGFIELD AVENUE

APPLICATION F
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-034-2026
COUNCIL DISTRICT 6
9802 SPRINGFIELD AVENUE

APPLICATION F
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)

ZC-034-2026
ATTENTION
PROPOSED
ZONE CHANGE
FROM R-2 TO B-3
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO. 2026-O-87

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 119D, BLOCK 3, SAN ISIDRO SOUTHWEST-ANTLER CROSSING SUBDIVISION, PHASE 5, LOCATED AT 9802 SPRINGFIELD AVENUE, FROM R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on Lot 119D, Block 3, San Isidro Southwest-Antler Crossing Subdivision, Phase 5, located at 9802 Springfield Avenue, from R-2 (Multi-Family Residential District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on March 19, 2026; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on April 20, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

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

Section 1: The Zoning Map of the City of Laredo is hereby amended on Lot 119D, Block 3, San Isidro Southwest-Antler Crossing Subdivision, Phase 5, located at 9802 Springfield Avenue, from R-2 (Multi-Family Residential District) to B-3 (Community Business District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/4/2026 **Final Readings 27.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending Chapter 19, “Motor Vehicles and Traffic,” Article III, Section 19-70, entitled “Investigation,” of the Code of Ordinances of the City of Laredo, Texas; by increasing the property damage threshold from fifty dollars ($50.00) to one thousand dollars ($1,000.00); by removing certain language; providing for publication; and providing for an effective date.

PREVIOUS COUNCIL ACTION
Public Hearing and Introductory Ordinance was approved by City Council on April 20, 2026.

BACKGROUND
None.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this ordinance.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	N
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No financial impact.

ORDINANCE NO. 2026-O-88

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 19, "MOTOR VEHICLES AND TRAFFIC," ARTICLE III, SECTION 19-70, ENTITLED "INVESTIGATION," OF THE CODE OF ORDINANCES OF THE CITY OF LAREDO, TEXAS; BY INCREASING THE PROPERTY DAMAGE THRESHOLD FROM FIFTY DOLLARS ($50.00) TO ONE THOUSAND DOLLARS ($1,000.00); BY REMOVING CERTAIN LANGUAGE; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Laredo seeks to update its ordinances to reflect current enforcement standards and thresholds; and

WHEREAS, it is in the best interest of the City to amend Section 19-70 of Chapter 19, Article III to increase the minimum property damage threshold and streamline the scope of officer authority;

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

Section 1. Section 19-70 of Chapter 19, Article III of the City of Laredo Code of Ordinances is hereby amended to read as follows: words and phrases to be removed are enclosed in brackets and indicated with strikethrough, and new language is underlined and italicized, as provided herein.

Sec. 19-70. Investigation.

Upon notification of a law enforcement officer by the driver of a vehicle involved in an accident resulting in injury to or death of any person, or total property damage to an apparent extent of [~~fifty dollars~~] *one thousand dollars* [(~~$50.00~~)] (*$1,000.00)* or more, the officer may investigate the accident and file any justifiable charges relating thereto. [~~without regard to whether the accident occurred on a public street or highway or other public property, on a road owned and controlled by any water control and improvement district, whether or not a fee is charged for the use of the road, or on private property commonly used by the public such as supermarket or shopping center, parking lots, parking areas provided by business establishments for the convenience of their customers, clients or patrons, parking lots owned and operated by the city or any other parking area owned and operated for the convenience of, and commonly used by, the public; provided, however, this section shall not apply to accidents occurring on privately owned residential parking areas or on privately owned parking lots where a fee charged for the privilege of parking or storing a motor vehicle.~~]

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

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid

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

Section 4. The publishers of the City Code of Laredo, Texas are authorized to amend said code to reflect the changes adopted herein and to correct typographical errors and to index, format and number paragraphs to conform to the existing code.

Section 5. This Ordinance shall take effect immediately upon passage.

DULY PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTESTED:

_____
MARIO MALDONADO
CITY SECRETARY

APPROVED AS TO FORM:
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/4/2026 **Final Readings 28.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending Chapter 19 (“Motor Vehicles and Traffic”), Article III, Section 19-71, entitled (“Reports-Required”), of the Code of Ordinances of the City of Laredo, Texas; by amending Subsection (a) to increase the property damage reporting threshold from fifty dollars ($50.00) to one thousand dollars ($1,000.00); providing for severability; providing for publication; and establishing an effective date.

PREVIOUS COUNCIL ACTION
Public Hearing and Introductory Ordinance was approved by City Council on April 20, 2026.

BACKGROUND
None.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this ordinance.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	N
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No financial impact.

ORDINANCE NO. 2026-O-89

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 19 ("MOTOR VEHICLES AND TRAFFIC"), ARTICLE III, SECTION 19-71 ("REPORTS—REQUIRED"), OF THE CODE OF ORDINANCES OF THE CITY OF LAREDO, TEXAS, BY AMENDING SUBSECTION (a) TO INCREASE THE PROPERTY DAMAGE REPORTING THRESHOLD FROM FIFTY DOLLARS ($50.00) TO ONE THOUSAND DOLLARS ($1,000.00); PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Laredo regulates traffic and public safety matters through Chapter 19 of its Code of Ordinances; and

WHEREAS, Section 19-71 currently requires reporting of accidents involving property damage of fifty dollars ($50.00) or more, which no longer reflects modern economic conditions; and

WHEREAS, the City Council finds that increasing the reporting threshold to one thousand dollars ($1,000.00) is reasonable and in the best interest of the public health, safety, and welfare of the citizens of Laredo;

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

Section 1. The City of Laredo Code of Ordinances, Chapter 19, Article III, Section 19-71 (a) is hereby amended to read as follows: words and phrases to be removed are enclosed in brackets and indicated with strikethrough, and new language is underlined and italicized, as provided herein.

Sec. 19-71. Reports—-Required.

(a) The driver of a vehicle involved in an accident within the city resulting in an injury to or death of any person or damage to any property to an apparent extent of [~~fifty dollars~~] *one thousand dollars* [(~~$50.00~~)] (*$1,000.00)* or more shall immediately by the quickest means of communication give notice of such accident to the police department.

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

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

Section 4. The publishers of the City Code of Laredo, Texas are authorized to amend said code to reflect the changes adopted herein and to correct typographical errors and to index, format and number paragraphs to conform to the existing code.

Section 5. This Ordinance shall take effect immediately upon passage.

DULY PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTESTED:

_____
MARIO MALDONADO
CITY SECRETARY

APPROVED AS TO FORM:
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/4/2026 **Final Readings 29.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending Chapter 19, Article VIII, Section 19-360 of the Code of Ordinances of the City of Laredo, Texas, entitled “Parking Meters,” renaming the section to “Parking Meters and Pay Station Zones,” and replacing the section in its entirety; providing for severability; providing for publication; and providing for an effective date.

PREVIOUS COUNCIL ACTION
Public Hearing and Introductory Ordinance was approved by City Council on April 20, 2026.

BACKGROUND
None.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this ordinance.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	N
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No financial impact.

ORDINANCE NO. 2026-O-90

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 19, ARTICLE VIII, SECTION 19-360 OF THE CODE OF ORDINANCES OF THE CITY OF LAREDO, TEXAS, ENTITLED "PARKING METERS," RENAMING THE SECTION TO "PARKING METERS AND PAY STATION ZONES," AND REPLACING THE SECTION IN ITS ENTIRETY; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Laredo seeks to modernize and improve the efficiency of its parking system in response to evolving downtown mobility needs and increased demand for accessible parking; and

WHEREAS, the current provisions governing parking meters require updates to reflect advancements in parking technology, including the use of pay stations and integrated payment systems; and

WHEREAS, the City Council finds it necessary to streamline parking rates to ensure consistency, fairness, and ease of use for residents, visitors, and businesses; and

WHEREAS, improved management of parking meters and pay station zones will enhance operational efficiency, support enforcement, and promote turnover of parking spaces in high-demand areas; and

WHEREAS, these updates are intended to support economic activity, improve user convenience, and align the City's parking policies with best practices in municipal parking management; and

WHEREAS, the City of Laredo desires to amend Section 19-360 of Chapter 19, Article VIII to reflect these goals and provide a clear and comprehensive framework for parking meters and pay station zones.

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

Section 1. Section 19-360 of Chapter 19, Article VIII of the City of Laredo Code of Ordinances is hereby amended by deleting the existing language in its entirety, which is set forth below in brackets and indicated with strikethrough, and substituting in its place new language, which is underlined and italicized, as provided herein.

Sec. 19-360. ~~[Parking meters.]~~

~~[(a) The following length of time for parking a vehicle in a parking space and the amount of money charged for such length of time, respectively, for so using parking spaces, are hereby established:~~

(1) Four (4) minutes for each nickel, eight (8) minutes for each dime, twenty (20) minutes for each quarter, with a two-hour maximum parking limit for parking meters installed in the following streets: Matamoros Street, Farragut Street, Hidalgo Street, Lincoln Street, Iturbide Street, Grant Street, Zaragoza Street, between Santa Ursula Avenue on the east and Santa Maria Avenue on the west and also including the 1500, and 1600 blocks of Water Street and on the following avenues all east of Santa Maria which include San Eduardo Avenue, San Dario Avenue, Santa Ursula Avenue, San Bernardo Avenue, San Agustin Avenue, Flores Avenue, Convent Avenue, Salinas Avenue, and Juarez Avenue.

(2) Six (6) minutes for each nickel, twelve (12) minutes for each dime, and thirty (30) minutes for each quarter, with a ten-hour time limit, for all other parking meters installed west of Santa Maria Avenue, bounded by Santa Maria on the east, Hidalgo Street on the south, Santa Cleotilde on the west, and Moctezuma Street on the north.

a. A parking meter permit contract may be obtained, one (1) per person, at the parking enforcement division office at a nonrefundable fee of forty dollars ($40.00) per parking meter space. To the extent that the imposition of any fee, requirement or other provision set forth in the division would be inconsistent with a controlling state or federal law, then this division shall be construed and applied in a manner that conforms with the applicable state or federal law. Contract may be approved as submitted or modified subject to the provision herein provided, unless it is determined that the application is incomplete or materially untruthful; or there exists any unresolved parking citations for any vehicles owned by the applicant. Permits are personal to the permit holder and may not be assigned or used by any other persons, will not authorize reserving parking meters spaces and will not guarantee parking space availability. Upon establishing a contract, a parking meter permit/tag will be issued to be displayed on the front of the vehicle's windshield visible to enforcement officers at all times. Upon written notification to the holder, a permit may be suspended or revoked if the parking official determines that it was issued by error, that the parking space is having unanticipated adverse effects upon vehicular or pedestrian traffic, or that the holder has not complied with any applicable term of the permit.

b. A residential parking meter permit contract may be obtained, limit two (2) per residence, at the parking enforcement division office at a non-refundable yearly fee of fifteen dollars ($15.00) per permit. To the extent that the imposition of any fee, requirement or other provision set forth in the division would be inconsistent with a controlling state or federal law, then this division shall be construed and applied in a manner that conforms with the applicable state or federal law. Contract may be approved as submitted or modified subject to the provision herein provided, unless it is determined that the application is incomplete or materially untruthful; or there exists any unresolved parking citations for any vehicles owned by the applicant(s). Permits are personal to the permit holder and may not be assigned or used by any other persons, will not authorize reserving parking meters spaces and will not guarantee parking space availability. Proof such as utility bills, must be submitted while establishing a contract. A residential parking meter permit/tag will be issued to be displayed on the front of the

~~vehicle's windshield visible to enforcement officers at all times. Upon written notification to the holder, a permit may be suspended or revoked if the parking official determines that it was issued by error, that the parking space is having unanticipated adverse effects upon vehicular or pedestrian traffic, or that the holder has not complied with any applicable term of the permit/contract.~~

~~(3) Four (4) minutes for each nickel, eight (8) minutes for each dime, twenty (20) minutes for each quarter with a four-hour-maximum parking limit for all parking meters in city parking lots installed within the established parking meter zones.~~

~~a. The Convent and Matamoros parking meter lot will be three dollars ($3.00) per hour combined with monthly leases at sixty dollars ($60.00) per space.~~

~~(4) Four (4) minutes for each nickel, eight (8) minutes for each dime, twenty (20) minutes for each [quarter], with a four-hour maximum parking limit for parking meters installed in the following streets and avenues: Scott Street, Moctezuma Street, Washington Street, Victoria Street, Houston Street, between Santa Ursula Avenue on the east and Santa Maria Avenue on the west, also on the following avenues north of Houston Street which include San Eduardo Avenue, San Dario Avenue, Santa Ursula Avenue, San Bernardo Avenue, San Agustin Avenue, Flores Avenue, Convent Avenue, Salinas Avenue, and Juarez Avenue.~~

~~(b) Said parking meters shall be operated in said parking meter zones every day between the hours of 8:00 a.m. and 6:00 p.m., Central Standard Time or other standard time established or proclaimed by the United States for an area including the city, except Sundays and holidays; provided however, that within the meaning of this section the term "holiday" shall include the following days only: the first day of January, the fourth of July, the first Monday in September, the twenty-fifth day of December, and the day designated and set aside by the President of the United States as a day of Thanksgiving and all other holidays observed by the City of Laredo.~~

~~(c) Parking meters on Main Avenue and Davis Avenue between Hidalgo Street on the north and Zaragoza Street on the south, and all meters east of San Eduardo, between Moctezuma Street on the north and Iturbide Street on the south, were removed and are no longer operational.~~

~~(d) Waiver of fees: The city manager may waive in whole or in part the parking fees provided for in this section for special events on a case by case basis when deemed in the best interest of the city.~~

~~(e) Mobile payment service application and convenience fees: The mobile payment service application will allow customers to receive real-time notifications in advance to alert of parking expirations; the ability to pay and extend parking session remotely.~~

~~To set up an account, customers download the mobile app from the Apple or Google Play store and sign up using their mobile number. Mobile payment service includes a transaction convenience fee.~~]

Sec. 19-360. *Parking meters and pay station zones.*

(a) *The City Manager, or designee, may establish paid-parking zones, both along public street right-of- way and on parking lots owned or controlled by the City. All areas*

for which City Council has previously authorized parking meters and has not repealed the authorization are paid-parking zones.

(b) *The City Manager, or designee, may determine where within paid-parking zones to install parking meters and where to install pay stations.*

(c) *Paid-parking zone regulations apply on public right-of-way throughout the city Monday through Saturday between 8:00 a.m. and 12:00 a.m., except on designated City holidays, or as otherwise indicated on the device.*

(d) *Paid-parking zone regulations, other than for on-street parking, apply during the days and hours designated on the device. The City Manager, or designee, may determine the days and hours of operation for current or future paid-parking zones.*

(e) *The proper amounts for the use of a parking meter or pay station space are as follows:*

LENGTH OF TIME	***AMOUNT***
12 minutes	*25 cents (.25)*
24 minutes	*50 cents (.50)*
36 minutes	*75 cents (.75)*
48 minutes	*100 cents (1.00)*
60 minutes	*125 cents (1.25)*

(f) *Waiver of fees: The City Manager may waive, in whole or in part, the parking fees provided for in this section for special events on a case-by-case basis when deemed in the best interest of the city.*

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

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

Section 4. The publishers of the City Code of Laredo, Texas are authorized to amend said code to reflect the changes adopted herein and to correct typographical errors and to index, format and number paragraphs to conform to the existing code.

Section 5. This Ordinance shall take effect immediately upon passage.

DULY PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

[EXECUTION PAGE FOLLOWS]

DR. VICTOR D. TREVIÑO
MAYOR

ATTESTED:

MARIO MALDONADO
CITY SECRETARY

APPROVED AS TO FORM:
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/4/2026 **Final Readings 30.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending Chapter 19 (“Motor Vehicles and Traffic”), Article III, Section 19-74 (“Removing Vehicle from Scene”) of the Code of Ordinances of the City of Laredo, Texas, by revising the section in its entirety; providing for updated regulations governing the removal of vehicles from the scene of an accident; providing for severability; providing for publication; and establishing an effective date.

PREVIOUS COUNCIL ACTION
Public Hearing and Introductory Ordinance was approved by City Council on April 20, 2026.

BACKGROUND
None.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this ordinance.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	N
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No financial impact.

ORDINANCE NO. 2026-O-91

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 19 ("MOTOR VEHICLES AND TRAFFIC"), ARTICLE III, SECTION 19-74 ("REMOVING VEHICLE FROM SCENE") OF THE CODE OF ORDINANCES OF THE CITY OF LAREDO, TEXAS, BY REVISING THE SECTION IN ITS ENTIRETY; PROVIDING FOR UPDATED REGULATIONS GOVERNING THE REMOVAL OF VEHICLES FROM THE SCENE OF AN ACCIDENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Laredo, Texas, is authorized to regulate traffic and promote public safety pursuant to its police powers and applicable state law; and

WHEREAS, Chapter 19, Article III, Section 19-74 of the City Code currently regulates the removal of vehicles from the scene of an accident; and

WHEREAS, the City Council finds that it is necessary to review and update these provisions to ensure clarity, consistency with current law, and the efficient investigation of traffic accidents; and

WHEREAS, the City Council further finds that requiring vehicles involved in accidents to remain at the scene until authorized by a law enforcement officer promotes public safety, preserves evidence, and facilitates proper emergency response; and

WHEREAS, the City Council recognizes that limited exceptions may be necessary when immediate transportation of injured persons or notification of law enforcement is required; and

WHEREAS, the City Council desires to amend Section 19-74 in its entirety to better serve the public health, safety, and welfare of the residents of the City of Laredo.

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

Section 1. Section 19-74 of Chapter 19, Article III of the City of Laredo Code of Ordinances is hereby amended by deleting the existing language in its entirety, which is set forth below in brackets and indicated with strikethrough, and substituting in its place new language, which is underlined and italicized, as provided herein.

Sec. 19-74. Removing vehicle from scene.

[~~It shall be unlawful for the driver or any other person to remove any vehicle involved in an accident from the scene of the accident until authorized to do so by a police officer of the police department of the city; provided, however, this section shall not apply if there exists or arises a duty on the part of such driver or other person in control of such vehicle to use the vehicle in carrying any person injured in the accident to a physician or surgeon for medical or surgical treatment or to notify the police department of the accident.~~]

Drivers involved in a minor, non-injury collision must immediately move their vehicles from the main lane, ramp, shoulder, median or adjacent area of a freeway to a suitable location to minimize traffic interference when each vehicle involved can be normally and safely driven. If a person involved is injured or killed, or if the vehicle cannot be safely driven, the requirement to move the vehicle does not apply.

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

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

Section 4. The publishers of the City Code of Laredo, Texas are authorized to amend said code to reflect the changes adopted herein and to correct typographical errors and to index, format and number paragraphs to conform to the existing code.

Section 5. This Ordinance shall take effect immediately upon passage.

DULY PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

[EXECUTION PAGE FOLLOWS]

DR. VICTOR D. TREVIÑO
MAYOR

ATTESTED:

MARIO MALDONADO
CITY SECRETARY

APPROVED AS TO FORM:
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/4/2026 **Final Readings 31.**

SUBJECT
An Ordinance of the City of Laredo amending Chapter 19, Article X, Section 19-379 (1), “Fees; Release,” of the Code of Ordinances of the City of Laredo, Texas; increasing the administrative fee for booted or towed vehicles from twenty-five dollars ($25.00) to sixty dollars ($60.00); providing for codification; providing a severability clause; providing a repealer clause; and providing an effective date.

PREVIOUS COUNCIL ACTION
Staff recommends the approval of this ordinance.

BACKGROUND
None.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this ordinance.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	N
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No financial impact.

ORDINANCE NO. 2026-O-92

AN ORDINANCE OF THE CITY OF LAREDO AMENDING CHAPTER 19, ARTICLE X, SECTION 19-379 (1), "FEES; RELEASE," OF THE CODE OF ORDINANCES OF THE CITY OF LAREDO, TEXAS; INCREASING THE ADMINISTRATIVE FEE FOR BOOTED OR TOWED VEHICLES FROM TWENTY-FIVE DOLLARS ($25.00) TO SIXTY DOLLARS ($60.00); PROVIDING FOR CODIFICATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 19-379 of the Code of Ordinances currently establishes fees required for the release of vehicles that have been booted or towed due to unresolved parking citations; and

WHEREAS, the existing administrative fee of twenty-five dollars ($25.00) was originally adopted to defray the City's administrative costs associated with enforcement, including placement of vehicles on the delinquent vehicle list and related processes; and

WHEREAS, the City Council finds that the current administrative fee no longer adequately reflects the actual costs incurred by the City for personnel, equipment, processing, and enforcement activities; and

WHEREAS, the City Council has determined that increasing the administrative fee to sixty dollars ($60.00) is necessary to more accurately recover administrative expenses and ensure the continued effectiveness of parking enforcement operations; and

WHEREAS, the City Council further finds that updating this fee promotes fairness and fiscal responsibility while maintaining compliance incentives for the timely resolution of parking citations.

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

Section 1. The City of Laredo Code of Ordinances, Chapter 19, Article X, Section 19-379 (1) is hereby amended to read as follows: words and phrases to be removed are enclosed in brackets and indicated with strikethrough, and new language is underlined and italicized, as provided herein.

Sec. 19-379. Fees, release.

Except as provided in section 19-380, the claimant of a vehicle may not secure the release of the vehicle until an appearance has been made on all unresolved parking citations relating to the vehicle which were issued while the vehicle was owned by the person who owned the vehicle at the time it is booted or towed hereunder, and the claimant has paid the following fees, as applicable:

(1) An administrative fee, if the vehicle has been booted or towed, or both, of [~~twenty-five~~] *sixty* dollars [~~($25.00)~~] (*$60.00)* to defray the city's administrative costs in placing the vehicle on the delinquent vehicle list and related expenses under this article.

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

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

Section 4. The publishers of the City Code of Laredo, Texas are authorized to amend said code to reflect the changes adopted herein and to correct typographical errors and to index, format and number paragraphs to conform to the existing code.

Section 5. This Ordinance shall take effect immediately upon passage.

DULY PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

[EXECUTION PAGE FOLLOWS]

DR. VICTOR D. TREVIÑO
MAYOR

ATTESTED:

MARIO MALDONADO
CITY SECRETARY

APPROVED AS TO FORM:
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/4/2026 **Final Readings 32.**

SUBJECT
An Ordinance of the City of Laredo, Texas, Amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2025-O-234, which authorized a special use permit for a Smoking Establishment (Cigar Lounge ONLY - No On-Premise Alcohol Consumption) on Lot 3B, Block 1, Laredo Arena Subdivision, Unit 4, located at 2411 Jacaman Road, suite 400 (approximately 1,469 square feet), in order to allow the consumption of alcohol based on a newly passed ordinance (Ordinance 2026-O-026).

ZC-032-2026
District V

Council District: District 5 **Zone Case:** ZC-032-2026

Letters sent to property owners: 12

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 4 to 2 vote recommended approval of the proposed special use permit amendment.

STAFF RECOMMENDATION - Supports
Staff supports the application.

City Council-Regular Meeting

Date: 05/04/2026

Initiated By: Ramon Chavez, Assistant City Manager

Initiated By: P&F Properties, LLC, Owner; Geronimo Trevino Jr., Applicant/Representative

Staff Source: Vanessa Guerra, MPA, AICP, Planning Director

SUBJECT

2026-O-93 Amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2025-O-234, which authorized a special use permit for a Smoking Establishment (Cigar Lounge ONLY – No On-Premise Alcohol Consumption) on Lot 3B, Block 1, Laredo Arena Subdivision, Unit 4, located at 2411 Jacaman Road, suite 400 (approximately 1,469 square feet), in order to allow the consumption of alcohol based on a newly passed ordinance (Ordinance 2026-O-026).

ZC-032-2026

District V

PREVIOUS COUNCIL ACTION

On December 1, 2025, the City Council approved of a special use permit for a Smoking Establishment (Cigar Lounge ONLY – No On-Premise Alcohol Consumption). Refer to Ordinance 2025-O-234.

On February 2, 2026, the City Council approved Ordinance No. 2026-O-26, which redefines the definition of “Bar” in the Code of Ordinances, Chapter 15, Article VI, Section 78.

- **Bar** means an establishment whose primary business is the serving of alcoholic beverages for public consumption on the premises whether or not entertainment, dancing, or food items are also provided. For purposes of this definition, "primary business" means the establishment derives more than fifty percent (50%) of its gross revenue on a quarterly basis from the sale or service of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code (as amended), for on-premises consumption. This definition does not include bona fide restaurants, hotels, motels, or sports related facilities such as golf courses, bowling alleys or sports arenas, or the serving of alcoholic beverages at publicly or privately sponsored events such as weddings, public celebrations, quinceaneras, or the like.

On April 20, 2026, the City Council introduced the item with amendments to the conditions.

BACKGROUND

Council District: V - Cm. Ruben Gutierrez

Proposed use: The proposed use is for a Smoking Establishment (Cigar Lounge with On-Premise Alcohol Consumption).

- The applicant is requesting to remove condition number 20 on Ordinance 2025-O-234, to allow the consumption of alcohol on premise at the establishment

*****City of Laredo Land Development Code***:**

Definitions:

- Smoking establishment - shall mean an establishment that is dedicated, in whole or in part, to the smoking of tobacco or other substances and includes any establishment that allows both: (1) the payment of consideration by a customer to the establishment in exchange for on-site delivery of tobacco, tobacco accessories or similar legal substances and products to the customer; and (2) the on-site smoking of tobacco or other substances. These establishments are required to have isolated HVAC systems to remove smoke and odors. This definition shall be construed to include establishments known variously as, cigar lounges, hookah cafes, tobacco clubs, tobacco bars, and similar establishments, but shall not include an establishment that derives fifty (50) percent or more of its gross revenue on a quarterly basis (i.e., three (3) months) from the sale of alcoholic beverages for on-premise consumption or food sales.

- Tobacco Shop - shall mean an establishment whose main purpose is the sale of tobacco products (i.e. cigars, cigarettes, chewing and dipping tobacco, e-cigarettes, e-cigarette related products, and related tobacco smoking accessories) and in which the sale of other products is merely incidental and does not account for more than forty-five percent (45%) of the establishment's gross revenue. (Added Ord. No. 2014-O-153, 11/17/14)

- Drug and Tobacco Paraphernalia Shop (a/k/a Head Shop) - shall mean any premises or establishment having a substantial or significant portion of its stock in trade in drug paraphernalia or which has as its main purpose the offering for sale, or that presents or, displays for sale, drug paraphernalia, or items, equipment or products commonly used, intended to be used or commonly known to be used for the ingestion, inhalation, preparation or injection of illegal substances. (Added Ord. No. 2014-O-153, 11/17/14)

- Bar - shall mean an establishment whose primary business is the serving of alcoholic beverages for public consumption on the premises whether or not entertainment, dancing, or food items are also provided. For purposes of this definition, "primary business" means the establishment derives in excess of fifty percent (50%) of its gross revenue on a quarterly basis from the sale or service of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code (as amended), for on-premise consumption. This definition does not include bona fide restaurants, hotels, motels, or sports related facilities such as golf courses, bowling alleys or sports arenas, or the serving of alcoholic beverages at publicly or privately sponsored events such as weddings, public celebrations, quinceaneras or the like." (Amended 2/4/13, Ord. No. 2013-O-005)

*****City of Laredo Code of Ordinances***:**

Chapter 15 – Health and Sanitation, Article VI - prohibits smoking in public places such as restaurants, bars, and places of employment (Ord. 2004-O-332). Only limited exceptions apply, such as tobacco specialty retail stores with isolated HVAC systems, outdoor areas set back from entrances, and private residences/clubs.

*****Texas Local Government Code – 211***:**

Sec. 211.013. CONFLICT WITH OTHER LAWS; EXCEPTIONS. (a) If a zoning regulation adopted under this subchapter requires a greater width or size of a yard, court, or other open space, requires a lower building height or fewer number of stories for a building, requires a greater percentage of lot to be left unoccupied, or otherwise imposes higher standards than those required under another statute or local ordinance or regulation, the regulation adopted under this subchapter controls. If the other statute or local ordinance or regulation imposes

higher standards, that statute, ordinance, or regulation controls.

Current Zoning District: B-4 zoning (Highway Commercial District)

Site: The site is currently occupied by a commercial plaza, which includes a restaurant and vacant suites.

Surrounding land uses: To the north of the site is Jacaman Road, commercial plazas and businesses, undeveloped land, and residential uses. To the east of the site is a commercial plaza, which includes, Fantasy Nail Bar, Republic Finance, BurgerIM, V&V Roofing, Endo Laredo Dispensary, Beltone, and AB Activewear Collection. To the south of the site is Eduardo's BBQ Steak and Mexican Grill, Military Wings, Hal's Restaurant Bar, FitClub Laredo, and TumbleQueen. To the west of the site is a commercial parking lot, a vacant commercial structure (previously a movie theater), and Sinatra Parkway.

Comprehensive Plan: The Future Land Use Map recognizes this area as Mixed-Use Center.
https://www.cityoflaredo.com/LaredoPlanning/wp-content/uploads/2021/03/viva-laredo-city-of-laredo-comprehensive-plan.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Jacaman Road as a Major Collector.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 12
Inside 200' Radius: In Favor: 0 **Opposed:** 0
Outside 200' Radius: In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a **4** to **2** vote recommended approval of the proposed special use permit amendment.

STAFF RECOMMENDATION

Staff supports the proposed special use permit amendment for the following reasons:

1. The recently adopted Ordinance 2026-O-26, which redefines the term bar, now allows alcohol consumption within a smoking establishment provided that no more than fifty percent (50%) of the establishment's gross quarterly revenue is derived from the sale or service of alcoholic beverages for on-premises consumption. The proposed use aligns with this updated definition.

2. The limitation on alcohol revenue ensures that the establishment does not operate as a traditional bar, but rather maintains its principal identity as a smoking establishment.

3. All conditions other than the amendment requested to removed condition number 20 of the special use permit, to allow alcohol consumption, shall remain the same.

General Note:

However, Staff still does not support the proposed special use permit for a Smoking Establishment. The proposed establishment does not comply with certain provisions of the Laredo Land Development Code. The site does not meet the required 800-foot separation distance, as the building is approximately 466 feet from the nearest residential zoning district. Additionally, the proposal does not meet the required parking standards, as 60 parking spaces are required but only 57 spaces are provided, resulting in a deficiency of three parking spaces.

Notice to the owner/applicant:

1. The approval of the special use permit does not guarantee the issuance of a building permit and requires full compliance with all applicable municipal codes and regulations.

If approved, Staff suggest the following conditions:

1. The Special Use Permit is issued to Geronimo Trevino Jr, and shall be non-transferal.

2. The Special Use Permit is restricted to 1,469 square feet located within Suite 400 as per the site plan, Exhibit A, which is made part hereof for all purposes.

3. The hours of operation shall be limited to, from Monday to Wednesday, 9:00am to 9:00pm, Thursday to Saturday, 9:00am to 11:00pm, and Sunday, 12:00pm to 8:00pm.

4. No person under 21 years of age shall be permitted to enter the establishment or purchase any products from the establishment unless accompanied by an adult parent or guardian.

5. The establishment shall post a sign conspicuously on each public entrance or near each public entrance notifying the public that no person under the age of twenty-one years of age may enter the establishment unless accompanied by an adult parent or guardian.

6. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.

7. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.

8. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.

9. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.

10. Signage shall be consistent with the City’s Sign Ordinance for a B-1 Zoning District.

11. Off-street parking shall be provided in accordance with the City of Laredo Land

Development Code.

12. The shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.

13. The establishment shall not exceed the “Occupant Load” as set forth in the Certificate of Occupancy with Occupant Load.

14. The establishment shall undergo an annual Fire Inspection.

15. The establishment shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.

16. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler’s Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.

17. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.

18. Nothing herein, including but not limited to the issuance of a Special Use Permit, is intended to, nor shall it be interpreted as legalizing or applying to the delivery, furnishing, transferring, possessing or manufacture of drug paraphernalia or any use otherwise prohibited by state or federal law, including without limitation, Texas Health & Safety Code §481.125.

19. Establishment shall have an isolated HVAC systems to remove smoke and odors.

~~20. Smoking establishments with alcohol sales, alcohol serving, and on-premise alcohol consumption is prohibited, as per the City of Laredo Code of Ordinances, Chapter 15, Article VI.~~

21. A business entity, which has been granted a special use permit, is required to report (on a form approved by the Building Official or designee) any change in the entity’s ownership status which occurs by virtue of the transfer of a majority of its stock or a majority of its membership interest to the City of Laredo Building Services Building Official or designee. Any change in ownership interest (occurring by virtue of the transfer of a majority of its stock or a majority of its membership interest) shall be deemed a transfer of the business and the existing special use permit shall be null, void and of no force or effect. In every instance of transfer of ownership a new special use permit application is required to be submitted and shall be processed as a new special use permit request.

22. Any use allowed under the current zone or proposed special use permit is required to abide by all applicable municipal codes

Is this change contrary to the established land use pattern?

The surrounding area does not contain any comparable or related uses.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, the zone will not change.

Will change adversely influence living conditions in the neighborhood?
The proposed change is not anticipated to adversely influence living conditions in the surrounding neighborhoods.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The underlying zone requires the special use permit overlay to allow for a smoking establishment.

Attachments

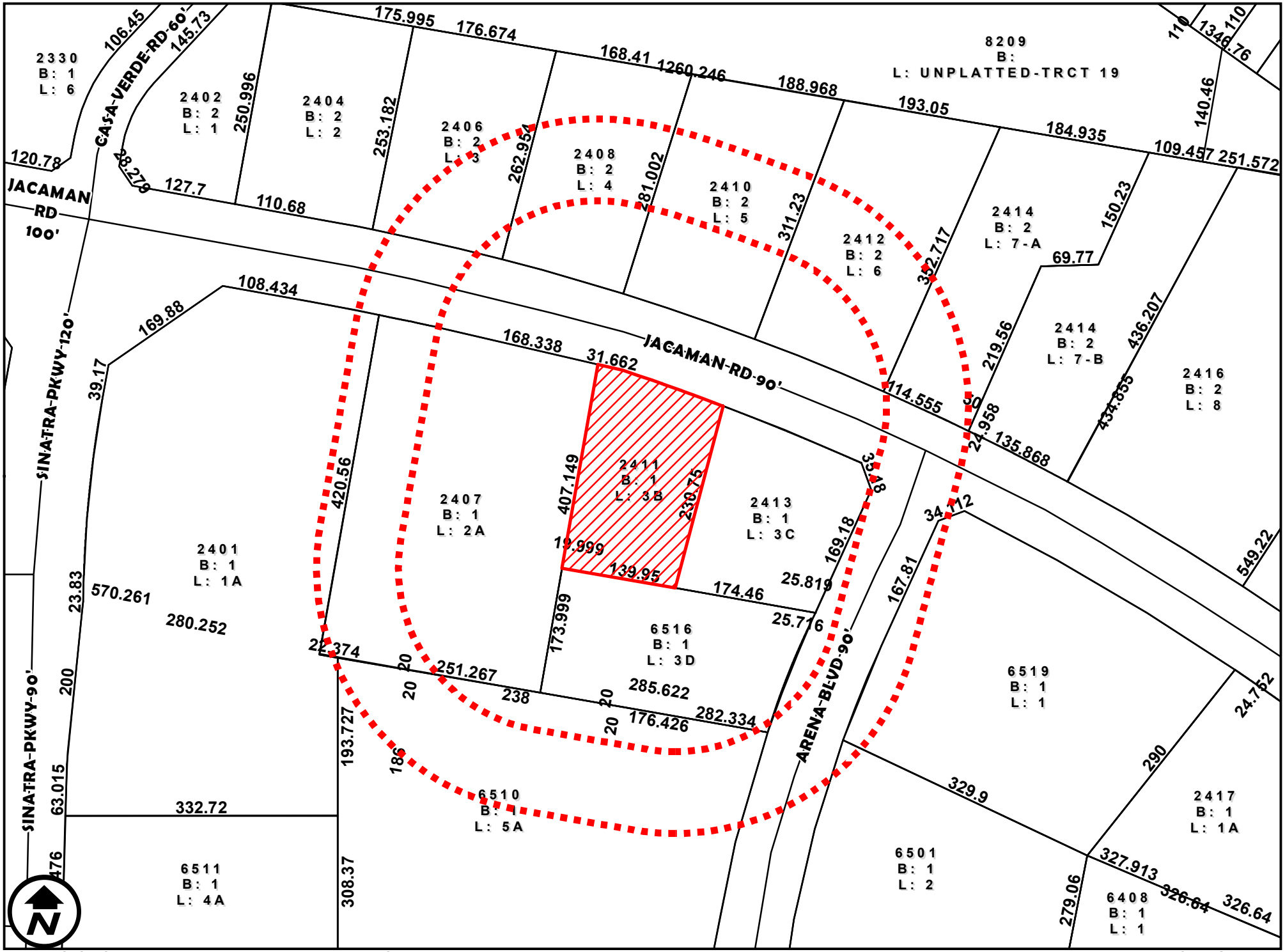
Maps
Site Plan
Zone Change Signage
Ordinance 2025-O-235
Ordinance 2026-O-26
Comp Plan Alignment
Final Ordinance

AERIAL MAP

1 inch = 150 feet

ZC-032-2026
COUNCIL DISTRICT 5
2411 JACAMAN ROAD, SUITE 4

APPLICATION F
B-4 (HIGHWAY COMMERCIAL DISTRICT)
S.U.P. AMENDMENT FOR SMOKING ESTABLISHMENT (CIGAR LOUNGE)

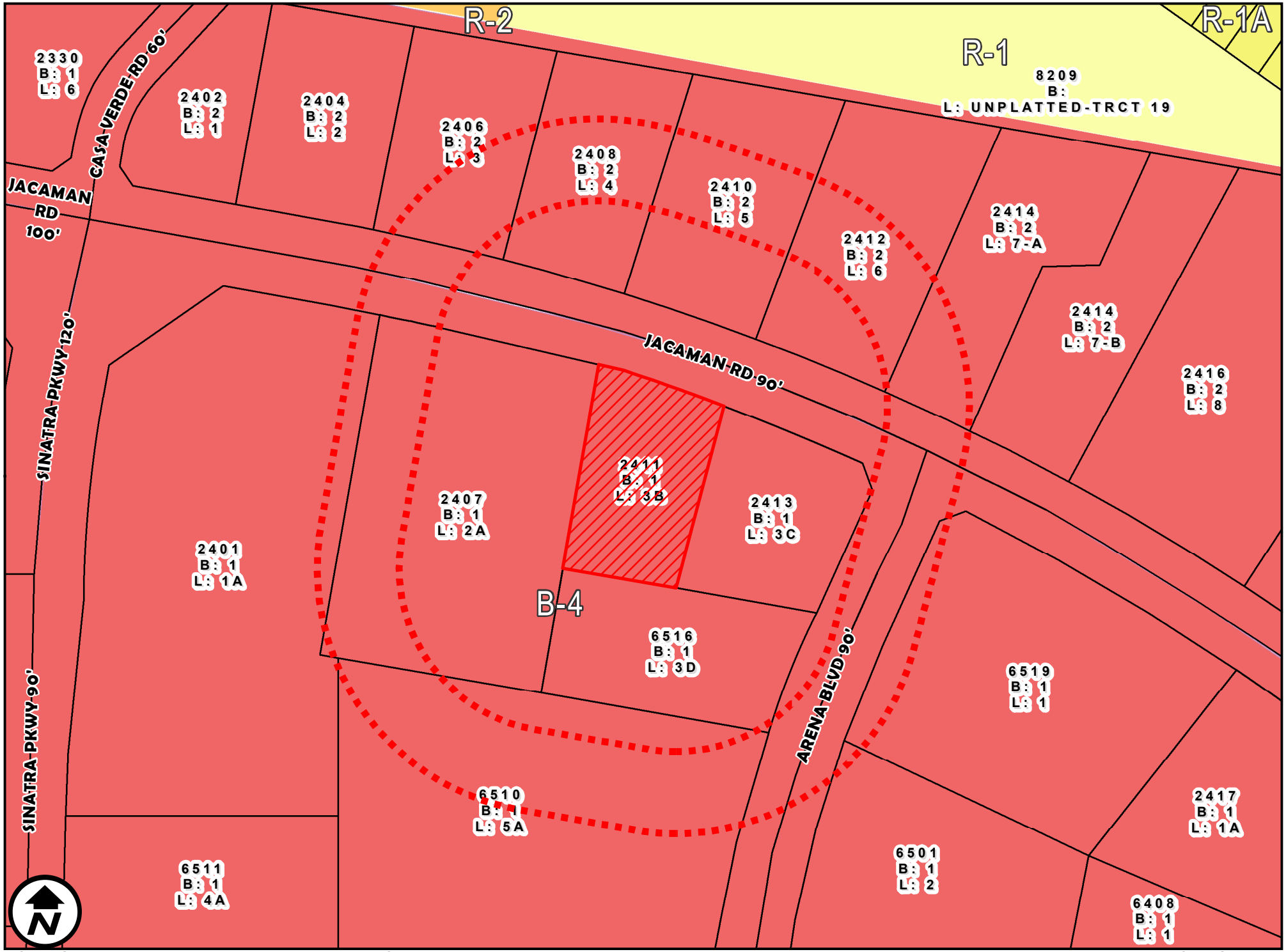


DIMENSIONS MAP

1 inch = 150 feet

ZC-032-2026
COUNCIL DISTRICT 5
2411 JACAMAN ROAD, SUITE 4

APPLICATION F
B-4 (HIGHWAY COMMERCIAL DISTRICT)
S.U.P. AMENDMENT FOR SMOKING ESTABLISHMENT (CIGAR LOUNGE)

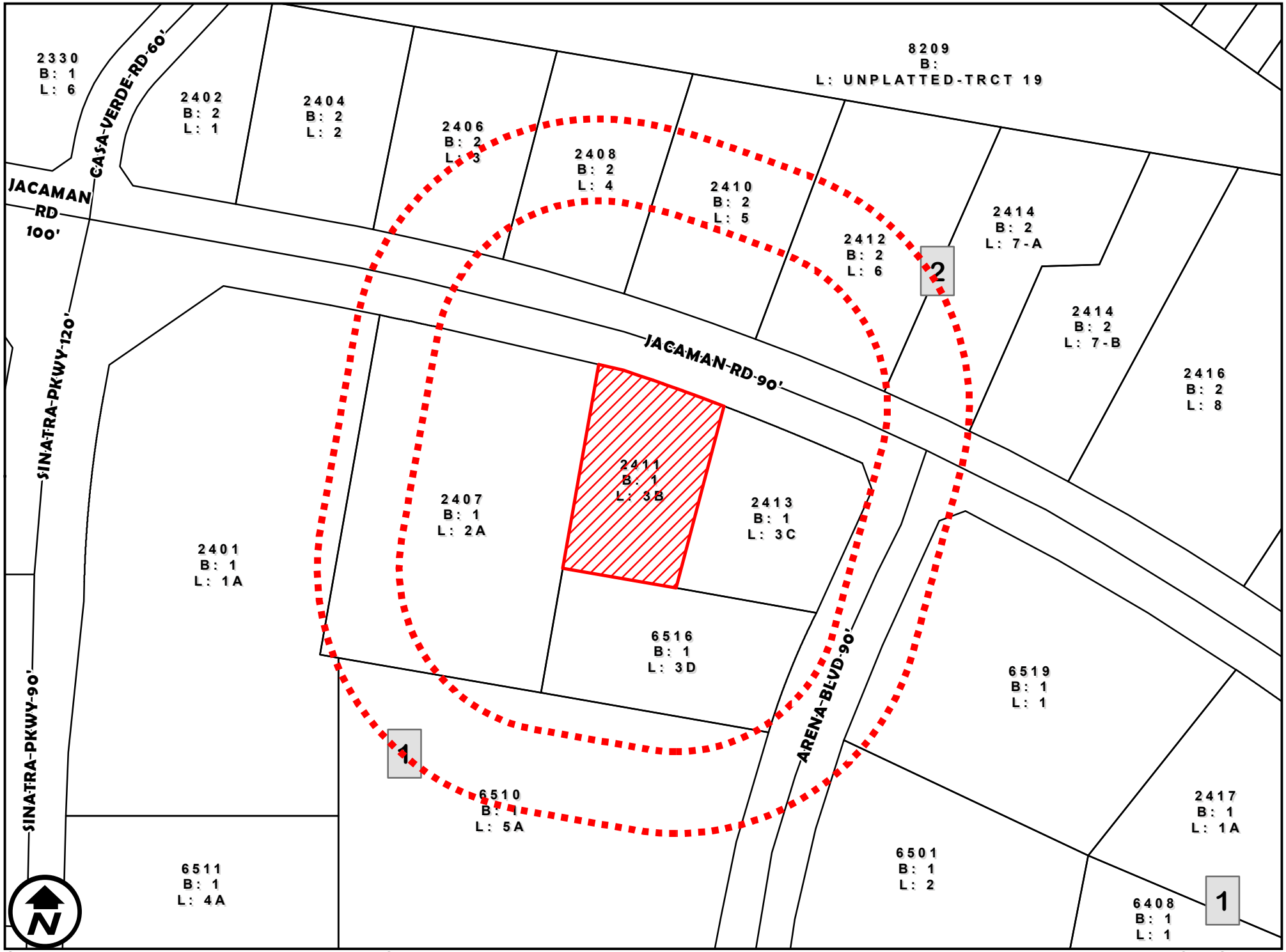


ZONING MAP

1 inch = 150 feet

ZC-032-2026
COUNCIL DISTRICT 5
2411 JACAMAN ROAD, SUITE 4

APPLICATION F
B-4 (HIGHWAY COMMERCIAL DISTRICT) TO
S.U.P. AMENDMENT FOR SMOKING ESTABLISHMENT (CIGAR LOUNGE)

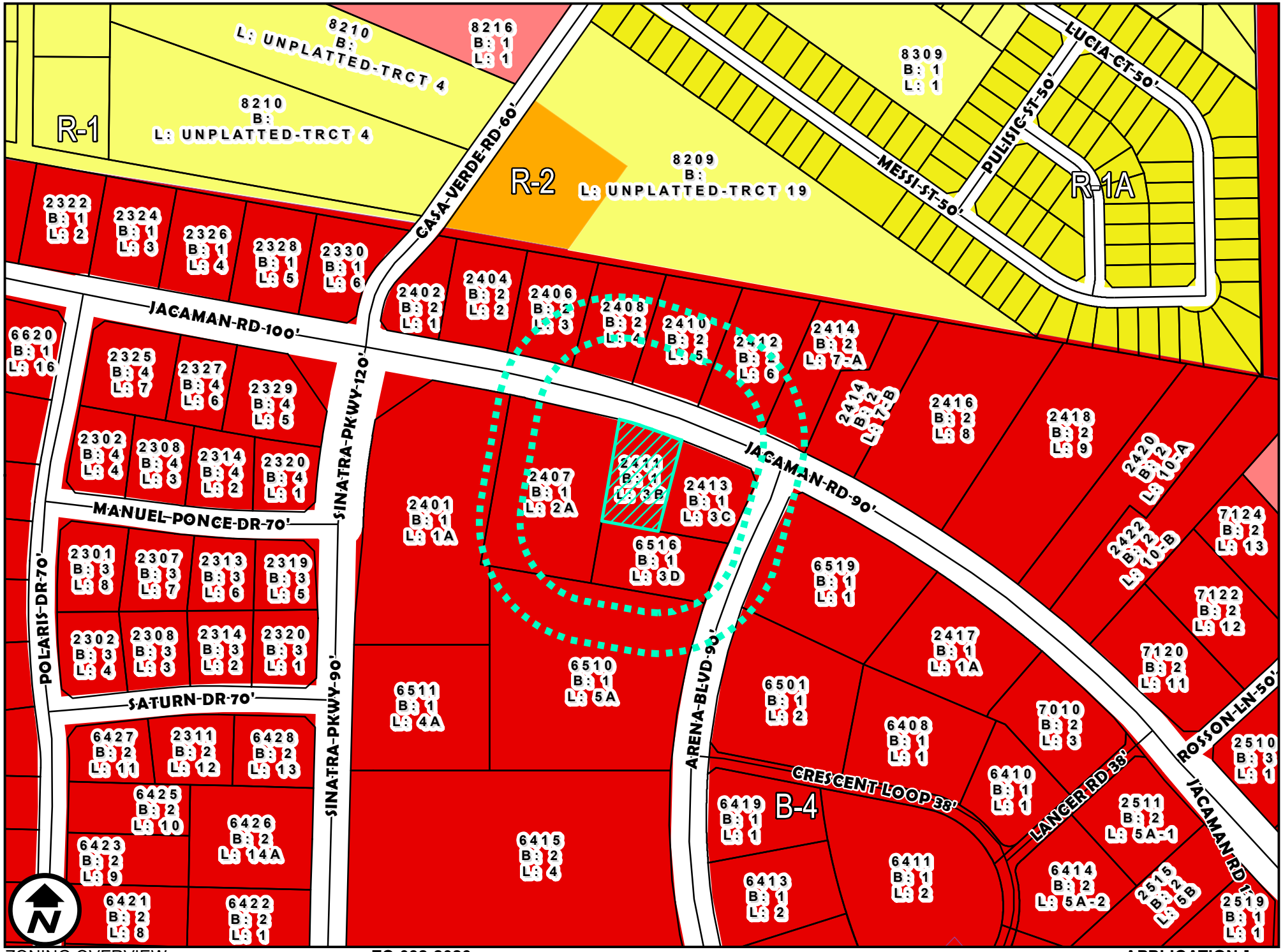


SURVEY MAP

1 inch = 150 feet

ZC-032-2026
COUNCIL DISTRICT 5
2411 JACAMAN ROAD, SUITE 4

APPLICATION F
B-4 (HIGHWAY COMMERCIAL DISTRICT)
S.U.P. AMENDMENT FOR SMOKING ESTABLISHMENT (CIGAR LOUNGE)

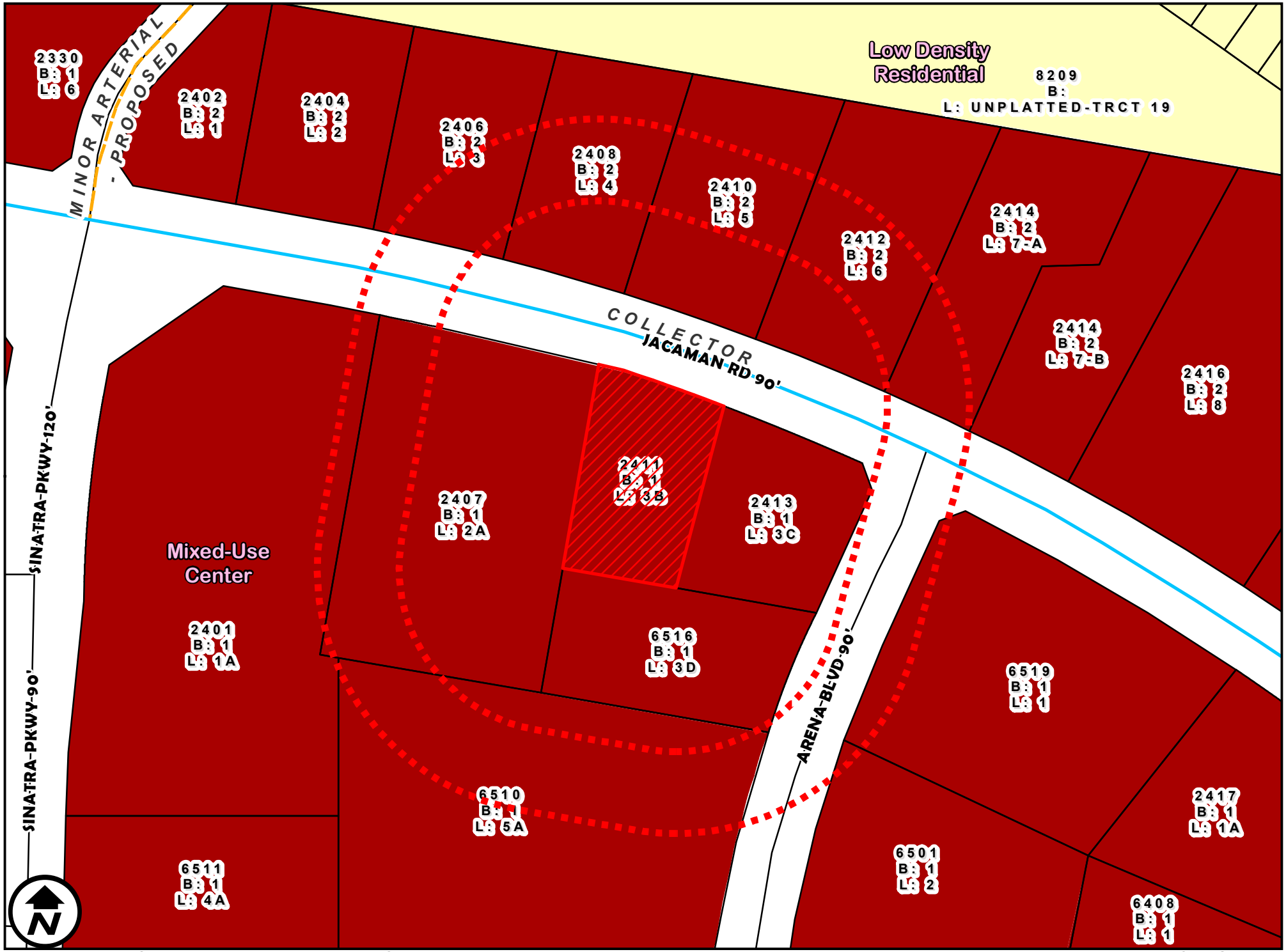


ZONING OVERVIEW

1 inch = 300 feet

ZC-032-2026
COUNCIL DISTRICT 5
2411 JACAMAN ROAD, SUITE 4

APPLICATION F
B-4 (HIGHWAY COMMERCIAL DISTRICT)
S.U.P. AMENDMENT FOR SMOKING ESTABLISHMENT (CIGAR LOUNGE)

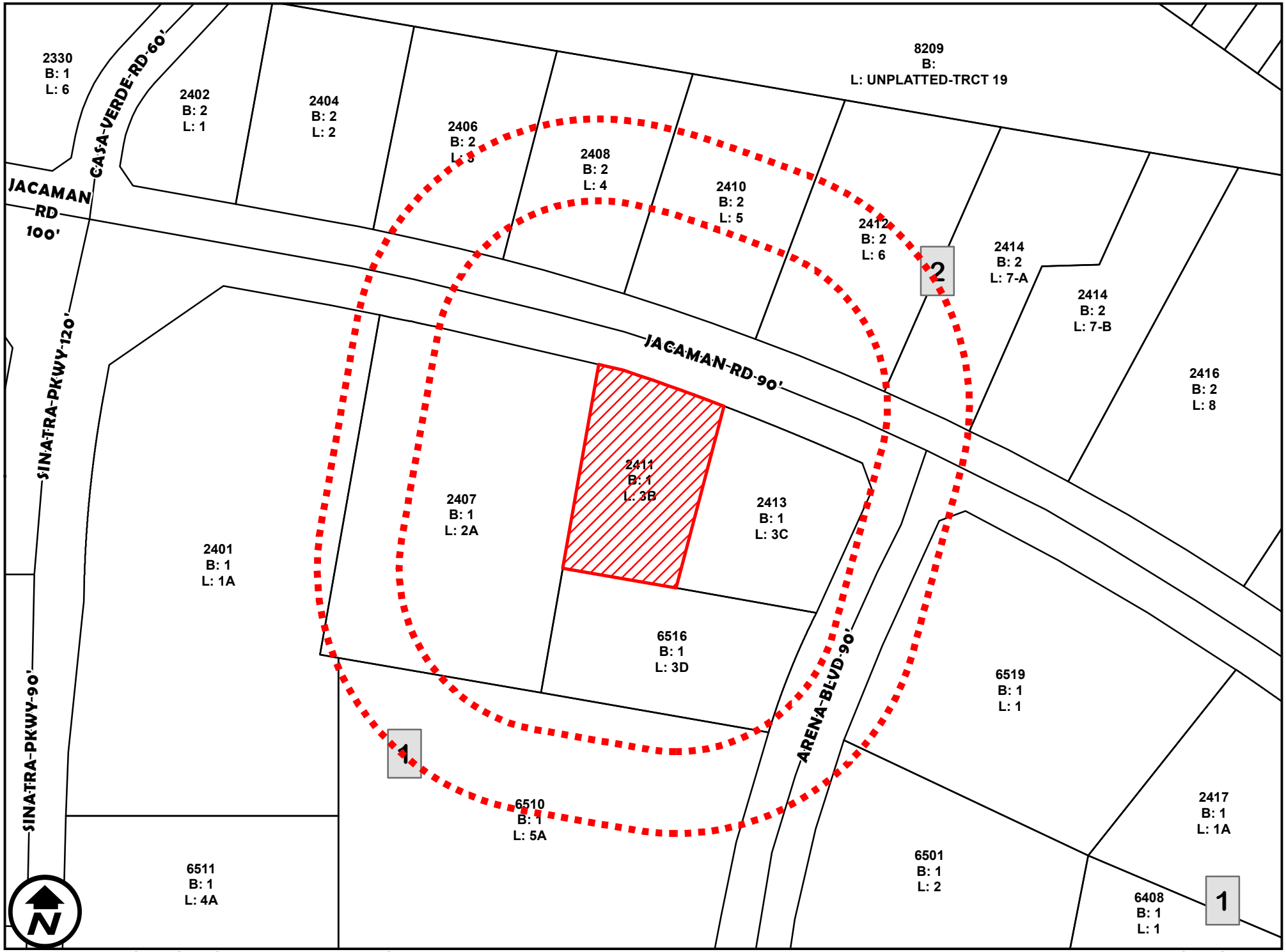


FUTURE LANDUSE

1 inch = 150 feet

ZC-032-2026
COUNCIL DISTRICT 5
2411 JACAMAN ROAD, SUITE 4

APPLICATION F
B-4 (HIGHWAY COMMERCIAL DISTRICT) TO
S.U.P. AMENDMENT FOR SMOKING ESTABLISHMENT (CIGAR LOUNGE)



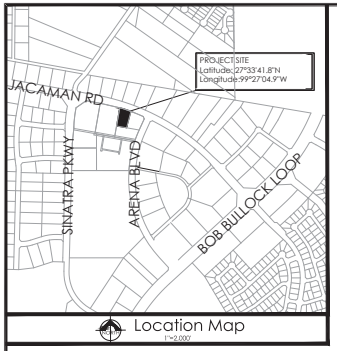
200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-032-2026
COUNCIL DISTRICT 5
2411 JACAMAN ROAD, SUITE 4

APPLICATION F
B-4 (HIGHWAY COMMERCIAL DISTRICT) TO
S.U.P. AMENDMENT FOR SMOKING ESTABLISHMENT (CIGAR LOUNGE)

EXHIBIT A



Location Map
1"=2,000'

CALL BEFORE YOU DIG
811 or 1-800-344-8377
Texas 811
www.texas811.org

EXISTING ZONING:

SECTION 24-77
DIMENSIONAL STANDARDS
B-4, HIGHWAY COMMERCIAL DISTRICT

FRONT YARD SET BACK: 25'
SIDE YARD SET BACK: 10'
REAR YARD SET BACK: 20'

TABLE 208.2 PARKING SPACES

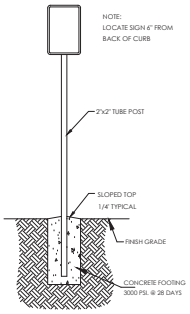
Total Number of Parking Spaces Provided in Parking Facility	Minimum Number of Required Accessible Parking Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2 percent of total
1001 and over	20, plus 1 for each 100, or fraction thereof, over 1000

2010 ADA STANDARD FOR ACCESSIBLE DESIGN

LEGEND

- EX. RUNOFF FLOW
- PR. RUNOFF FLOW
- EX. TRAFFIC FLOW
- PR. TRAFFIC FLOW
- TC: 500.00 / CG:500.00 — PR. TOP OF CURB
- FF= 511 — FINISH FLOOR ELEVATIONS
- FIRE HYDRANT
- WM — EX. WATER METER
- MH — EX. WASTEWATER MANHOLE
- PR. WASTEWATER MANHOLE
- W.L. — WATER LINE
- W.W.L. — WASTEWATER LINE

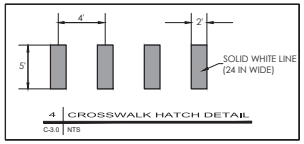
2 | STRIPED DETAIL
C-3.0 NTS



3 | SIGN ON POLE DETAIL
C-3.0 N.T.S.

KEY NOTE (CIVIL)

1. 4" YELLOW SOLID LINE (PARKING)
2. PROPOSED HANDICAP SIGN;REFER TO SHEET C-7 FOR ADDITIONAL DETAILS.
3. PROPOSED HANDICAP PARKING SPACE WITH 96" VAN ACCESSIBLE ISLAND; SECONDARY ISLAND OF 60"
4. PROPOSED ACCESSIBLE ROUTE; MAXIMUM OF 5% SLOPE OTHERWISE USE TRUNCATED DOME SURFACE; REFER TO DETAILS IN SHEET C-7
5. PROPOSED CURB AND GUTTER TYPE A; REFER TO DETAIL 11 IN SHEET C-7.
6. PROPOSED CONCRETE SIDEWALK TO BE PLACED AT MINIMUM OF 1" BELOW BUILDING FINISH FLOOR (EXCEPT AT MAIN ENTRANCES; MATCH FINISH FLOOR)
7. PROPOSED LANDSCAPING AREA/TREE
8. PROPOSED REMOVAL AND PROPER DISPOSAL OF EXISTING ASPHALT PAVEMENT
9. PROPOSED CONCRETE WHEEL STOPS
10. PROPOSED DUMPSTER AREA; REFER TO ARCHITECTURAL PLANS FOR DETAILS.
11. PROPOSED CONCRETE STAIRS WITH HAND RAILING
12. PROPOSED HANDICAP RAM P WITH RAILING ON BOTH SIDES
13. PROPOSED YELLOW PAINT CURB ON AREAS WHERE CURVE IS HIGHER THAN 6"
14. PROPOSED BLOCK WALL; REFET TO DETAIL 5 IN THIS SHEET



4 | CROSSWALK HATCH DETAIL
C-3.0 NTS

CROSSWALK STRIPPING

When crosswalk lines are used, they shall consist of solid white lines that mark the crosswalk. They shall be not less than 150 mm (6 in) nor greater than 600 mm (24 in) in width.

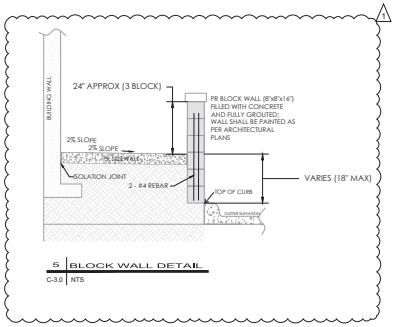
Guidance:

If transverse lines are used to mark a crosswalk, the gap between the lines should not be less than 1.8 m (6 ft). If diagonal or longitudinal lines are used without transverse lines to mark a crosswalk, the crosswalk should be not less than 1.8 m (6 ft) wide. Crosswalk lines, if used on both sides of the crosswalk, should extend across the full width of pavement or to the edge of the intersecting crosswalk to discourage diagonal walking between crosswalks For added visibility, the area of the crosswalk may be marked with white diagonal lines at a 45-degree angle to the line of the crosswalk or with white longitudinal lines parallel to traffic flow.

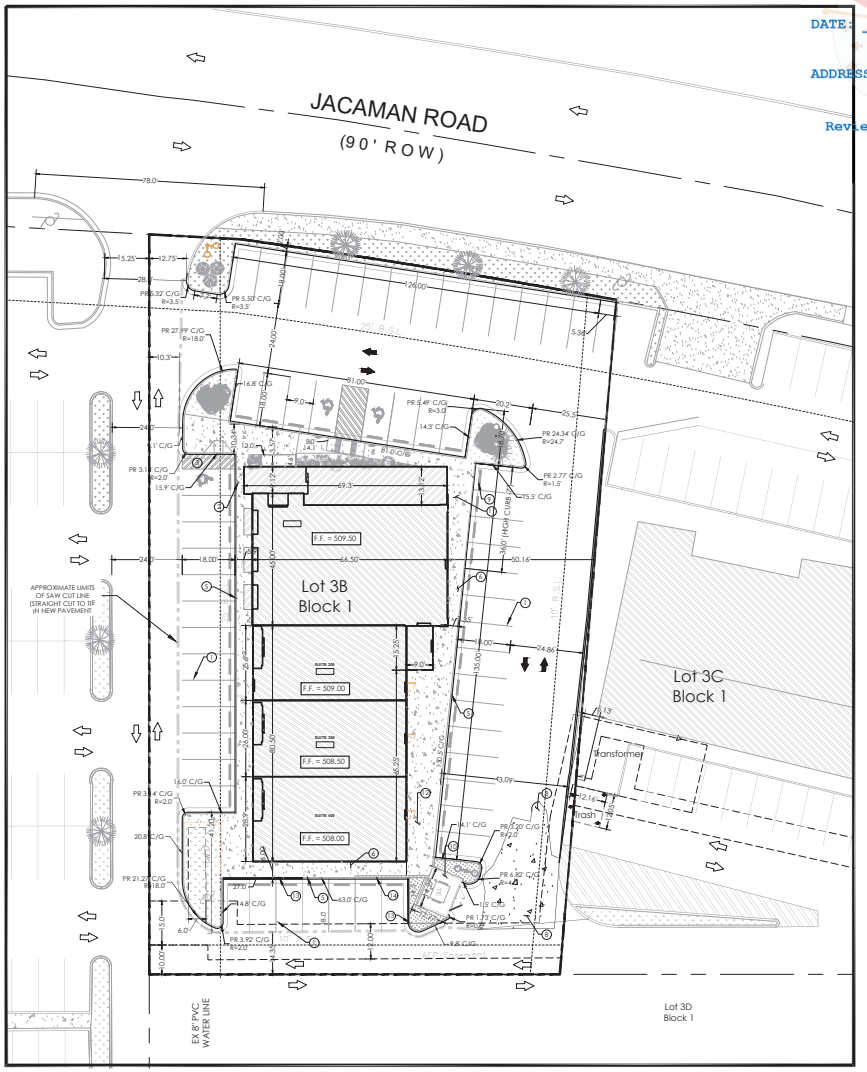
When diagonal or longitudinal lines are used to mark a crosswalk, the transverse crosswalk lines may be omitted. This type of marking may be used at locations where substantial numbers of pedestrians cross without any other traffic control device, at locations where physical conditions are such that added visibility of the crosswalk is desired, or at places where a pedestrian crosswalk might not be Expected.

Guidance:

If used, the diagonal or longitudinal lines should be 300 to 600 mm (12 to 24 in) wide and spaced 300 to 1500 mm (12 to 60 in) apart. The marking design should avoid the wheel paths, and the spacing should notexceed 2.5 times the line width.



5 | BLOCK WALL DETAIL
C-3.0 NTS



1 | DIMENSIONAL PLAN
C-3.0 1"= 20'

SUBJECT TO FIELD INSPECTION

redline
redline architecture
1119 FLORES AVE. STE 200 LAREDO, TEXAS 78040
956.727.5391 WWW.REDLINEARCHITECTURE.COM

DATE: 4/3/2024

ADDRESS: 2411 JACAMAN RD

Reviewed for Code Compliance
LAREDO, TEXAS
1755

CASA AZUL RESTAURANT & PLAZA
2411 Jacaman Road (Including Suite 101)
Laredo, TX 78041

ENGINEER'S SEAL:
STATE OF TEXAS
DANIEL GOMEZ
90146
LICENSED
PROFESSIONAL ENGINEER
10.21.22

No.	Description	Date
1.	Addendum 1	10.21.2022

Daniel Gomez Engineering, PC.
Firm Registration # 9224
7110 Rocio Dr. Suite #4
Laredo, Texas 78041
PH: 956.723.6636

DIMENSIONAL PLAN

Project number	861214.00;DG 2217
Date	10.21.2022
Drawn by	JF
Checked by	DG

C-3.0

Scale 1"=20'

40
400
ZC-032-2026
ATTENTION
PROPOSED
SPECIAL USE PERMIT

ORDINANCE NO. 2025-O-234

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A SMOKING ESTABLISHMENT (CIGAR LOUNGE ONLY - NO ON-PREMISE ALCOHOL CONSUMPTION) ON LOT 3B, BLOCK 1, LAREDO ARENA SUBDIVISION, UNIT 4, LOCATED AT 2411 JACAMAN ROAD, SUITE 400 (APPROXIMATELY 1,469 SQUARE FEET); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for a Smoking Establishment (Cigar Lounge ONLY - No On-Premise Alcohol Consumption) on Lot 3B, Block 1, Laredo Arena Subdivision, Unit 4, located at 2411 Jacaman Road, suite 400 (approximately 1,469 square feet; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on October 16, 2025; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the issuance of the Special Use Permit; and,

WHEREAS, notice of the Special Use Permit request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on November 17, 2025, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Smoking Establishment (Cigar Lounge ONLY – No On-Premise Alcohol Consumption) on Lot 3B, Block 1, Laredo Arena Subdivision, Unit 4, located at 2411 Jacaman Road, suite 400 (approximately 1,469 square feet).

Section 2: The Special Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. The Special Use Permit is issued to Geronimo Trevino Jr, and shall be non-transferal.
2. The Special Use Permit is restricted to 1,469 square feet located within Suite 400 as per the site plan, Exhibit A, which is made part hereof for all purposes.
3. The hours of operation shall be limited to, from Monday to ~~Thursday~~ Wednesday, 9:00am to 9:00pm, Thursday ~~Friday~~ to Saturday, 9:00am to 11:00pm, and Sunday, 12:00pm to 8:00pm.
4. No person under 21 ~~18~~ years of age shall be permitted to enter the establishment or purchase any products from the establishment unless accompanied by an adult parent or guardian.
5. The establishment shall post a sign conspicuously on each public entrance or near each public entrance notifying the public that no person under the age of ~~eighteen~~ twenty-one years of age may enter the establishment unless accompanied by an adult parent or guardian.
6. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
7. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
8. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
9. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
10. Signage shall be consistent with the City's Sign Ordinance for a B-1 Zoning District.
11. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
12. The shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
13. The establishment shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
14. The establishment shall undergo an annual Fire Inspection.
15. The establishment shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
16. All permits, licenses, certifications and inspections required by the codes and

ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.

17. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
18. Nothing herein, including but not limited to the issuance of a Special Use Permit, is intended to, nor shall it be interpreted as legalizing or applying to the delivery, furnishing, transferring, possessing or manufacture of drug paraphernalia or any use otherwise prohibited by state or federal law, including without limitation, Texas Health & Safety Code §481.125.
19. Establishment shall have an isolated HVAC systems to remove smoke and odors.
20. Smoking establishments with alcohol sales, alcohol serving, and on-premise alcohol consumption is prohibited, as per the City of Laredo Code of Ordinances, Chapter 15, Article VI.
21. A business entity, which has been granted a special use permit, is required to report (on a form approved by the Building Official or designee) any change in the entity's ownership status which occurs by virtue of the transfer of a majority of its stock or a majority of its membership interest to the City of Laredo Building Services Building Official or designee. Any change in ownership interest (occurring by virtue of the transfer of a majority of its stock or a majority of its membership interest) shall be deemed a transfer of the business and the existing special use permit shall be null, void and of no force or effect. In every instance of transfer of ownership a new special use permit application is required to be submitted and shall be processed as a new special use permit request.
22. Any use allowed under the current zone or proposed special use permit is required to abide by all applicable municipal codes.

Section 3: This ordinance shall be published in a manner provided by Section 2.09(D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 1st DAY OF December, 2025.

DR. VICTOR D. TREVINO
MAYOR

ATTEST:

MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City Council Agenda Item ZC-076-2025

(Special Use Permit for a **Smoking Establishment – Cigar Lounge with On-Premise Alcohol Consumption**, located at 2411 Jacaman Road, Suite 400)

---

1. Level of Alignment

☑ **Weak/None** – The proposed Special Use Permit to authorize a smoking establishment with on-premise alcohol consumption **conflicts with both the City's Code of Ordinances and the policy intent** of the Viva Laredo Comprehensive Plan. The **Future Land Use Map** identifies the site as part of a **Mixed-Use Center**; however, the proposed use—particularly one involving indoor smoking and alcohol service—does not contribute to the Plan's stated goals for health, sustainability, and compatible mixed-use environments.

---

2. Supporting Goal(s)/Policy(ies)

- **Policy 7.1.1 (Public Health and Well-Being)** – *"Promote a healthy and safe environment for all residents by supporting policies that reduce exposure to pollutants, improve air quality, and create healthier living and working environments."*
  Viva Laredo City of Laredo Comprehensive Plan, p. 7.18.
  Relevance: The proposed use conflicts with this policy because it introduces a smoking establishment into an area intended for mixed commercial activity, increasing potential exposure to smoke and odors for workers and nearby patrons.
- **Policy 3.2.4 (Urban Design)** – *"Promote compatible transitions between commercial, mixed-use, and residential areas to protect the character and livability of neighborhoods."*
  Viva Laredo City of Laredo Comprehensive Plan, p. 3.41.
  Relevance: While the property lies within a commercial corridor, the intensity of a cigar lounge with alcohol consumption is inconsistent with adjacent retail and dining uses envisioned as "family-oriented and walkable" under the Mixed-Use Center designation.
- **Policy 1.2.1 (Land Use Patterns)** – *"Ensure that new commercial or entertainment uses are located where infrastructure and surrounding uses can support them, without creating nuisances or safety issues."*
  Viva Laredo City of Laredo Comprehensive Plan, p. 1.27.
  Relevance: The site fails to meet parking and separation requirements, and the proposed use introduces activity that may conflict with the character and intent of the surrounding commercial plaza.
- **No supporting goals** in the Comprehensive Plan explicitly endorse indoor smoking establishments or on-premise alcohol use in mixed-use corridors.
  Source: No applicable goal or policy identified in the Viva Laredo Comprehensive Plan.

---

3. Summary of Alignment

Although the **Mixed-Use Center** designation accommodates a range of retail, restaurant, and service uses, the **proposed cigar lounge with alcohol consumption** does not align with Viva Laredo's principles of **public health, compatibility, and sustainable land use**. The Plan emphasizes healthy environments and active, pedestrian-friendly corridors—conditions inconsistent with smoking establishments.

Furthermore, the proposed use fails to comply with local ordinances prohibiting smoking establishments with alcohol sales and does not meet distance or parking requirements outlined in the Land Development Code.

Accordingly, this case demonstrates **Weak/None alignment** with the Comprehensive Plan. It neither advances public health nor enhances the livability or walkability envisioned for the Jacaman Road corridor.

ZC-076-2025
ATTENTION
PROPOSED
SPECIAL USE PERMIT
40

GENERAL CODE ANALYSIS:

PROJECT DESCRIPTION: THIS PROJECT IS FOR A NEW RESTAURANT, THREE (3) SHELL SUITES AND SITE IMPROVEMENTS. THE THREE (3) SHELL SUITES ARE FOR FUTURE TENANTS AND WILL BE UNDER A SEPARATE PERMIT. THE RESTAURANT WILL BE THE ONLY OCCUPIED SPACE UNDER THIS PERMIT. THE RESTAURANT CONSIST OF A KITCHEN, DINING, BAR, WAITING AREA, AND RESTROOMS. PARKING LOT SERVICES TO INCLUDE CIVIL, STRUCTURAL AND MEP. SITE IMPROVMENTS CONSIST OF GRADING, UTILITY, PARKING LOT, SIDEWALKS, FIRE HYDRANT AND DRAINAGE SYSTEM INSTALLATIONS.

BUILDING USE:	RESTAURANT BUILDING
CONSTRUCTION TYPE:	V-B (ONE STORY)
FIRE SPRINKLERS:	AUTOMATIC SPRINKLER SYSTEM REQUIRED
OCCUPANCY:	GROUP B WITH ACCESSORY A-2 USES

(BLDG AREA HAS BEEN CALCULATED USING NON-SEPARATED USES)

UNITS	BUILDING AREAS
RESTAURANT	2,671 GSF
FUTURE SUITE 200	1,333 GSF
FUTURE SUITE 300	1,319 GSF
FUTURE SUITE 400	1,469 GSF
PATIO AREA	139 GSF
COVERED AREAS	438 GSF
TOTAL AFFECTED AREA	7,369 GSF

ACCESSIBILITY REQUIREMENTS:

SITE:	5 ACCESS POINTS ARE PROVIDED AND 3 ACCESSIBLE PER VESTING AUTHORITY
BUILDING COMMON WORK AREAS: (USED BY MORE THAN ONE PERSON)	ALL ARE ACCESSIBLE PER VESTING AUTHORITY REQUIREMENTS LISTED BELOW
ACCESSIBLE PARKING: (SEE SITE PLAN)	REFER TO BUILDING PLAN
VESTING AUTHORITIES:	ALL COMMON AREA AND SITE SHALL CONFORM TO THE TEXAS ACCESSIBILITY STANDARDS OF THE ARCHITECTURAL BARRIER ACT (ARTICLE 9102) AND WITH THE UNITED STATES ACCESS BOARD, ADA 1998. REFER TO BUILDING PLAN.

EXTERIOR WALL FIRE RESISTIVE RATING (V-B CONST.)
BASED ON FIRE SEPARATION (TABLE 602)

X < 5	1 HOUR	
5' < X < 10'	1 HOUR	
10' < X < 30'	1 HOUR	X = FIRE SEPARATION DISTANCE
X > 30'	NR	

FIRE RESISTANCE RATING REQT'S:

STRUCTURAL FRAME INCLUDING COLUMNS, GIRDERS, TRUSSES	0 HOURS
BEARING WALLS EXTERIOR*	0 HOUR
INTERIOR	0 HOUR
NONBEARING WALLS & PARTITIONS EXTERIOR	0 HOURS
INTERIOR	0 HOURS
FLOOR CONSTRUCTION INCLUDING SUPPORTING BEAMS & JOISTS	0 HOURS
ROOF CONSTRUCTION INCLUDING SUPPORTING BEAMS & JOISTS	0 HOURS

*FIRE SEPARATION DISTANCE IS GREATER THAN 10' ON ALL SIDES

BASED ON TABLES 601 AND 602 OF 2009 IBC.

*NOT APPLICABLE TO SCOPE OF THIS PROJECT

MAXIMUM AREA OF EXTERIOR WALL OPENINGS BASED ON FIRE SEPARATION (TABLE 704.8 - MAXIMUM EXTERIOR WALL OPENINGS)

UNPROTECTED OPENINGS GREATER THAN 30': NO LIMIT

PLUMBING FIXTURE COUNT: RESTAURANT

TOTAL OCCUPANTS: 83 / 2 (MEN & WOMEN) = 41.5

TOILET REQUIREMENTS
1:75
4 TOILETS PROVIDED

LAVATORY REQUIREMENTS
1:200
4 LAVATORYS PROVIDED

DRINKING FOUNTAIN REQUIREMENTS:
WATER BOTTLE SERVICES WILL BE PROVIDED

SERVICE SINK (1 MIN.):
1 PROVIDED

NOTE: FUTURE SUITES N/A BECUSE THEY ARE A SHELL AND NOT OCCUPIED.

EXIT TRAVEL DISTANCE:

ACCORDING TO SECTION 1015

RESTAURANT:
DIAGONAL DISTANCE = 73'-4"
1/2 OF DIAGONAL = 36'-8"
EXIT SEPARATION = 63'-0"
EXIT SEPARATION = 39'-4"
EXIT SEPARATION = 37'-4"

SUITE 200:
DIAGONAL DISTANCE = 53'-10"
1/2 OF DIAGONAL = 26'-11"
EXIT SEPARATION = 49'-8"

SUITE 300:
DIAGONAL DISTANCE = 53'-4"
1/2 OF DIAGONAL = 26'-10"
EXIT SEPARATION = 48'-0"

SUITE 400:
DIAGONAL DISTANCE = 54'-9"
1/2 OF DIAGONAL = 27'-4 1/2"
EXIT SEPARATION = 48'-0"

SECTION 1016 - CORRIDORS
-NO RATING REQUIRED WITH SPRINKLED BUILDING
-NO CORRIDORS IN BUILDING (ONLY WIN SUITE)

CODE ANALYSIS LEGEND:

- BUSINESS OCCUPANCY (B)
- RESTAURANT (A-2 KITCHEN & BAR)
- RESTURANT (A-2 WAITING AREA)
- RESTURANT (A-2 DINING AREA) INTERIOR
- X SF (X OCC) — CALCULATED ROOM OCCUPANT LOAD
- PRIMARY EGRESS PATH
- SECONDARY EGRESS PATH
- BUILDING DIAGONAL EXIT SEPARATION DISTANCE
- EXIT TRAVEL DISTANCE MAX. NOT TO EXCEED 200'
- ONE-HOUR FIRE ASSEMBLY • FULL HEIGHT PARTITION • 5/8" TYP. X GYP BOARD ON EACH SIDE
- 20 — FIRE RATED DOOR (IN MINUTES) IF REQ'D

FIRE ALARM SYSTEM LEGEND:

- A — ANSULARY SYSTEM
- EXIT — EMERGENCY EXIT
- H — HEAT DETECTOR
- S — SMOKE DETECTOR
- EL — EMERGENCY LIGHTING
- FHS — FIRE HORN STROBE
- FS — FIRE STROBE
- FAP — FIRE ALARM PANEL
- FP — FIRE PULL

*ALARM SYSTEM TO COMPLY WITH LOCAL, INTERNATIONAL BUILDING CODE, NFPA AND U.L. VERIFY ALL LOCATIONS AND DEVICES WITH EQUIPMENT VENDOR AND/OR MEP DRAWINGS

OCCUPANT LOAD INFORMATION:

KITCHEN:
- KITCHEN #104:
FLOOR AREA = 480 GSF
OCCUPANCY (1:200) = 2.4
- BAR AREA:
FLOOR AREA = 220 GSF
OCCUPANCY (1:200) = 1.1

ASSEMBLY:
- WAITING #06:
FLOOR AREA = 98 GSF
OCCUPANCY (1:5) = 19.6

DINING:
- RESTAURANT #100:
FLOOR AREA = 748.32 GSF
OCCUPANCY (1:15) = 49.89
- PATIO AREA:
FLOOR AREA = 354.1 GSF
OCCUPANCY (1:15) = 23

FUTURE SUITE:
- ROOM #200:
FLOOR AREA = 1,240 GSF
OCCUPANCY (1:100) = 12.89

FUTURE SUITE:
- ROOM #300:
FLOOR AREA = 1,226 GSF
OCCUPANCY (1:100) = 12.66

FUTURE SUITE:
- ROOM #400:
FLOOR AREA = 1,340 GSF
OCCUPANCY (1:100) = 13.60

OVERALL BUILDING:
FLOOR AREA 7,369 GSF
TOTAL OCCUPANCY = 121.68 = 122OCCUPANTS
EXIT WIDTH REQ'D = 0.2 X 122 = 24.4"
EXIT WIDTH PROVIDED = 36" X 13 = 468" (36" MIN.)
9 EXITS PROVIDED WITH DIRECT ACCESS TO THE EXTERIOR.

TOTAL OCCUPANT LOAD FOR RESTAURANT = 83 OCCUPANTS

TOTAL OCCUPANT LOAD FOR FUTURE SUITES = 40 OCCUPANTS

SITE INFORMATION:

BUILDING ADDRESS:	2411 JACAMAN ROAD LAREDO, TEXAS 78041
LOT AND BLOCK NO:	LOT 3C, BLOCK 1 LAREDO ARENA SUBDIVISION
ZONING:	B-4
FLOOD PLAIN:	NOT APPLICABLE
LOT COVERAGE (APPROXIMATE):	9.67 %
TOTAL SITE SQUARE FOOTAGE:	76,230 SF (1.75 ACRES)
IMPERVIOUS:	*NOT REQUIRED
PERVIOUS:	*NOT REQUIRED
AFFECTED SITE TOTAL AREA:	*NOT REQUIRED
AFFECTED SITE PERVIOUS AREA:	*NOT REQUIRED
FUTURE SITE AREA:	*NOT REQUIRED

ZONING REQUIREMENTS (REFER TO SITE PLAN)

SETBACKS	
FRONT	25'-0"
REAR	20'-0"
SIDE	10'-0"
SIDE	20'-0"
PARKING:	
ACTUAL PARKING SPACES:	54
STANDARD SPACES:	51
ACCESSIBLE (STANDARD):	2
ACCESSIBLE (VAN):	1

CITY PARKING REQT'S:

RESTAURANT	2,671 SF @ 12 PER 1000 SF = 32.06
BUSINESS (FUTURE TENANT SHELL)	4,121 SF @ 1 PER 200 SF = 20.61
SPACES REQ'D:	53
SPACES SHOWN	54

ADA PARKING REQT'S:

	1 SPACES REQ'D PER A.1.2 TABLE 2

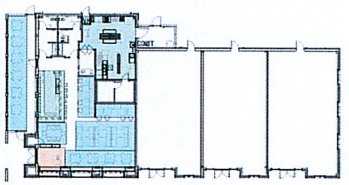
VERIFY ALL INFORMATION PROVIDED WITH CIVIL DRAWINGS, AS REQUIRED.
* REFER TO SHELL FOR MORE INFORMATION

BUILDING CODE INFORMATION:

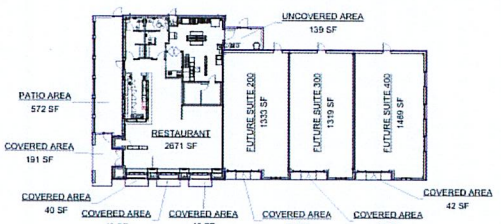
APPLICABLE BUILDING CODE:	2012 INTERNATIONAL BUILDING CODE 2012 INTERNATIONAL MECHANICAL CODE 2012 UNIFORM PLUMBING CODE 2015 INTERNATIONAL ENERGY CODE 2011 NATIONAL ELECTRIC CODE 2012 INTERNATIONAL FIRE CODE 2012 TEXAS ACCESSIBILITY STANDARDS w/ LOCAL AMENDMENTS
BUILDING AGENCY/JURISDICTION:	CITY OF LAREDO, TEXAS WEBB COUNTY
SEISMIC CATEGORY:	D
WIND EXPOSURE:	115 MPH; NOT APPLICABLE TO SCOPE OF WORK
SNOW LOAD:	0 LB/SF
FROST LINE DEPTH:	6"
SUSCEPTIBLE TO TERMITE DAMAGE:	YES, HEAVY. APPLICABLE TO SCOPE OF THIS PROJECT
WINTER DESIGN TEMPERATURE:	28°; NOT APPLICABLE TO SCOPE OF THIS PROJECT
ALLOWABLE BUILDING HEIGHT	40'-0"
ALLOWABLE BUILDING STORIES:	2 STORIES
ACTUAL BUILDING HEIGHT:	25'-0"
ACTUAL BUILDING STORIES:	01 w/ MEZZANINE
OCCUPANCY SEPARATION:	PROVIDED BETWEEN RESTAURANT AND EACH FUTURE SUITE
SMOKE DETECTION AND FIRE ALARMS:	TO BE PROVIDED PER 2012 INTERNATIONAL FIRE CODE

HEIGHT DETERMINATION (SECTION 504.2):

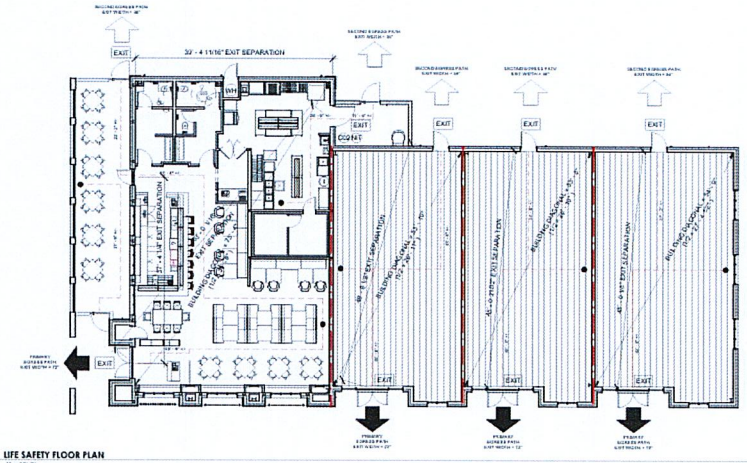
ALLOWED:	1 STORY - 40'-0" TALL
AUTOMATIC SPRINKLER HEIGHT INCREASE:	+0 STORY - +0'-0" TALL 0 STORY - 0'-0" TALL
ALLOWED:	1 STORY - 28'-7" TALL
PROVIDED:	28'-0" (FROM LOWEST GRADE @ PERIMETER TO AVERAGE ROOF SERVICE HEIGHT)



2 OCCUPANT LOAD
1" = 20'-0"



3 AREA PLAN
1" = 20'-0"



1 LIFE SAFETY FLOOR PLAN
1" = 10'-0"

redline architecture
1119 FLORES AVE. STE 203 LAREDO, TEXAS 78040
956.727.5331 WWW.REDLINEARCHITECTURE.COM

CASA AZUL RESTAURANT & PLAZA

2411 Jacaman Road
Laredo, TX 78041

ARCHITECT'S SEAL:

7.15.2022
TIMOTHY L. WILSON
103 STATE OF TEXAS
REGISTERED ARCHITECT

EXPIRES 9/30/2022

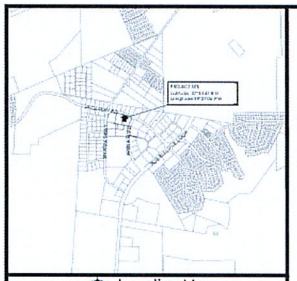
NO.	DESCRIPTION	REV.	DATE
1	BID SET / PERMIT SET	1	07.15.2022

LIFE SAFETY / BUILDING INFORMATION

Project number	861214.00
Date	07.15.2022
Drawn by	AT
Checked by	TLW

A002

Scale: As indicated



Location Map
NTS

CALL BEFORE YOU DIG
811 or 1-800-344-8377
Texas811
www.texas811.org

EXISTING ZONING:
SECTION 24-27
DIMENSIONAL STANDARDS
R-4 HIGHWAY COMMERCIAL DISTRICT
FRONT YARD SET BACK: 25'
SIDE YARD SET BACK: 10'
REAR YARD SET BACK: 20'

LEGEND

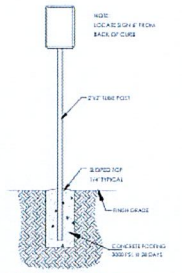
EX. FUNCTION	
PR. FUNCION FLOW	
EX. TEXTRIC FLOW	
PR. TEXTRIC FLOW	
PR. TOP OF CURB	
TOC @ 6.00	
FFE @ 6.00	FINISH FLOOR ELEVATIONS
EX. WATER METER	
EX. WATER VALVE MANHOLE	
PR. WASTEWATER MANHOLE	
WATER LINE	
WASTEWATER LINE	

2 STRIPED DETAIL
C-3.0 NTS

TABLE 208.2 PARKING SPACES

Total Number of Parking Spaces Provided in Parking Facility	Minimum Number of Required Accessible Parking Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2 percent of total
1001 and over	20, plus 1 for each 100, or fraction thereof, over 1000

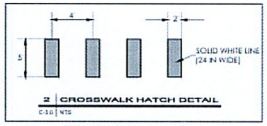
2010 ADA STANDARD FOR ACCESSIBLE DESIGN



3 SIGN ON POLE DETAIL
C-3.0 NTS

KEY NOTE (CIVIL)

1. 4" YELLOW SOLID LINE (PARKING)
2. PROPOSED HANDICAP SIGN,REFER TO SHEET C-7 FOR ADDITIONAL DETAILS.
3. PROPOSED HANDICAP PARKING SPACE WITH 96" VAN ACCESSIBLE ISLAND; SECONDARY ISLAND OF 60'
4. PROPOSED ACCESSIBLE ROUTE; MAXIMUM OF 5% SLOPE OTHERWISE USE TRUNCATED DOME SURFACE REFER TO DETAILS IN SHEET C-7
5. PROPOSED CURB AND GUTTER TYPE A; REFER TO DETAIL 11 IN SHEET C-7.
6. PROPOSED CONCRETE SIDEWALK TO BE PLACED AT MINIMUM OF 1" BELOW BUILDING FINISH FLOOR (EXCEPT AT MAIN ENTRANCES; MATCH FINISH FLOOR)
7. PROPOSED LANDSCAPING AREA/TREE
8. PROPOSED REMOVAL AND PROPER DISPOSAL OF EXISTING ASPHALT PAVEMENT
9. PROPOSED CONCRETE WHEEL STOPS
10. PROPOSED DUMPSTER AREA; REFER TO ARCHITECTURAL PLANS FOR DETAILS.
11. PROPOSED CONCRETE STAIRS WITH HAND RAILING
12. PROPOSED HANDICAP RAMP WITH RAILING ON BOTH SIDES
13. PROPOSED YELLOW PAINT CURB ON AREAS WHERE CURVE IS HIGHER THAN 6"



2 CROSSWALK HATCH DETAIL
C-3.0 NTS

CROSSWALK STRIPPING

When crosswalk lines are used, they shall consist of solid white lines that mark the crosswalk. They shall be not less than 150 mm (6 in) nor greater than 600 mm (24 in) in width.

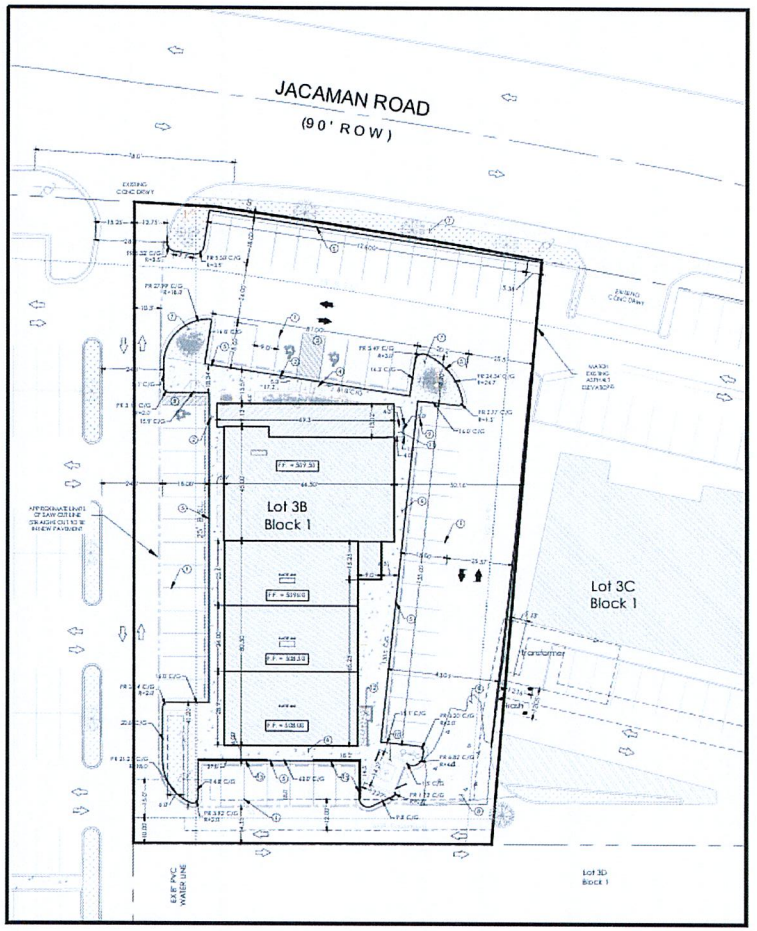
Guidance:

If transverse lines are used to mark a crosswalk, the gap between the lines should not be less than 1.8 m (6 ft). If diagonal or longitudinal lines are used without transverse lines to mark a crosswalk, the crosswalk should be not less than 1.8 m (6 ft) wide. Crosswalk lines, if used on both sides of the crosswalk, should extend across the full width of pavement up to the edge of the intersecting roadway to discourage diagonal walking between crosswalks. For added visibility, the areas of the crosswalk may be marked with white diagonal lines or 45-degree angle to the line of the crosswalk or with white longitudinal lines parallel to traffic flow.

When diagonal or longitudinal lines are used to mark a crosswalk, the transverse crosswalk lines may be omitted. This type of marking may be used at locations where substantial numbers of pedestrians cross without any other traffic control devices, at locations where physical conditions are such that added visibility of the crosswalk is desired, or at places where a pedestrian crosswalk might not be expected.

Guidance:

If used, the diagonal or longitudinal lines should be 300 to 600 mm (12 to 24 in) wide and spaced 300 to 1500 mm (12 to 60 in) apart. The marking design should avoid the wheel paths, and the spacing should not exceed 3.5 times the line width.



1 DIMENSIONAL PLAN
C-3.0 1" = 20'

COMMENTS

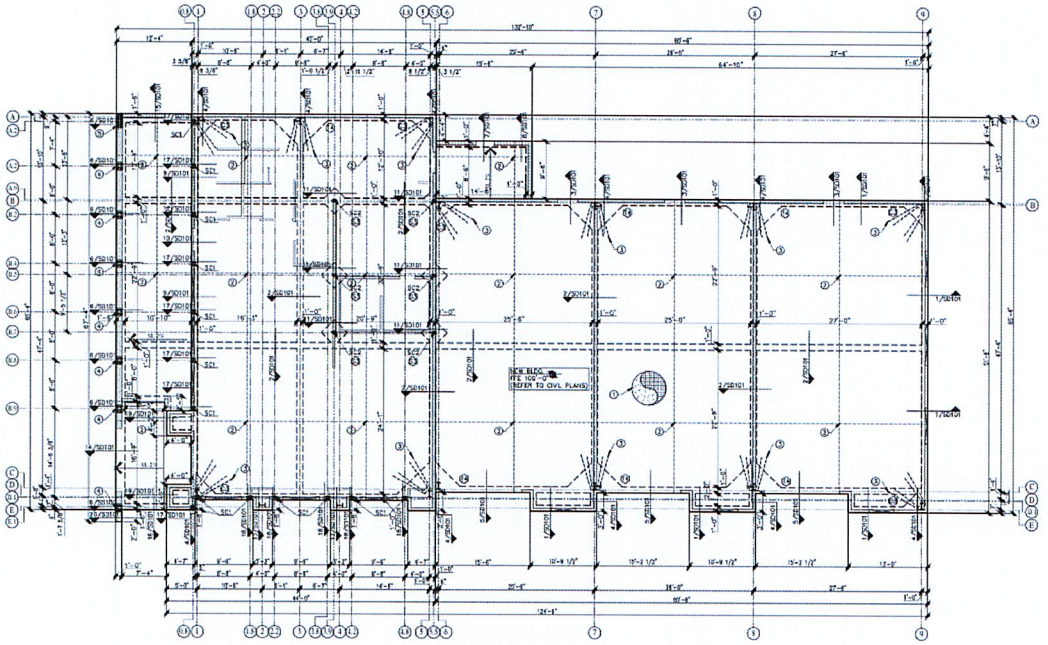
CASA AZUL PLAZA
2411 JACAMAN ROAD, LAREDO, TEXAS 78041
LAREDO ARENA SUBDIVISION, LOT 3B, BLOCK 1.

SHEET NAME
DIMENSIONAL PLAN

PROJECT ENGINEER:
Daniel Gomez Engineering PC
7110 McPolin Suite #4
El Paso, Texas 79912
Tel: 915.703.4636
Firm Registration #11224

STATE OF TEXAS
DANIEL GOMEZ
90146
LICENSED PROFESSIONAL ENGINEER

Date:	07.11.2022
Revision:	
Project #:	2017
File Name:	CASA AZUL
Drawn by:	JESG
Scale:	1" = 20'
SHEET	C-3.0



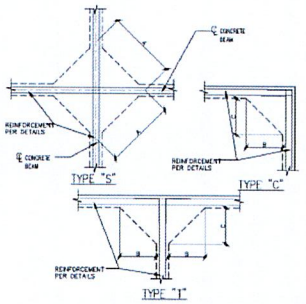
1 FOUNDATION PLAN
SCALE: 1/8" = 1'-0"

FOUNDATION NOTES

1. SEE SHEET S001 FOR GENERAL NOTES.
2. SEE SHEET S002 FOR TYPICAL METAL STUDS WALL DETAILS.
3. SEE SHEET S003 FOR TYPICAL CMU WALL DETAILS.
4. COORDINATE WITH ARCHITECTURAL PLANS FOR LOCATION OF ALL FLOOR OPENING (F.O.S.) INSIDE OF BUILDING. NOT ALL ARE NOTED ON THE STRUCTURAL NOTES OR PLANS.
5. DIMENSIONS SHOWN ARE FOR GENERAL INFORMATION. COORDINATE WITH ARCHITECTURAL PLANS.
6. CONTRACTOR/SUBCONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS WITH ARCHITECTURAL PLANS BEFORE COMMENCING ANY WORK. THE CONTRACTOR/ SUBCONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT/ENGINEER BEFORE THE WORK HAS BEGUN.
7. WALL LEGEND:
   - INDICATES 6" METAL STUD WALL. REFER TO SCHEDULE FOR TYPE AND GAGE.
   - INDICATES 6" CMU WALL WITH #5 BARS VERTICAL @ 32" O.C. AND (2) #5 BARS HORIZONTAL @ 48" O.C.
8. ABBREVIATIONS:
   - CLC=CENTER LINE COLUMN
   - FOC=FACE OF COLUMN
   - FOW=FACE OF WALL
   - FFE=FINISH FLOOR ELEVATION
9. ALL ELEVATIONS REFERENCED HEREIN, ARE FROM THE BUILDING FINISH FLOOR ELEVATION OF 100'-0". REFER TO CIVIL PLANS FOR FINAL BUILDING ELEVATION.
10. REFER TO DETAIL 1/S0303 FOR CMU CONTROL JOINTS UNLESS NOTED OTHERWISE. CONTROL JOINTS SHALL START AT 10 FT FROM EDGES OR CORNERS AND 20 FT O.C. IN BETWEEN.
11. REFER TO DETAILS 2&3/S101 FOR HAIRPINS AT RIGID FRAMES COLUMNS.

KEYED FOUNDATION NOTES

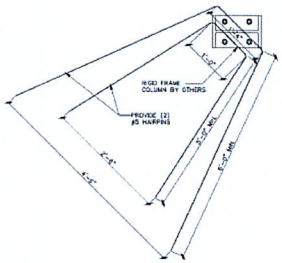
1. 6" THICK SLAB ON GRADE WITH #4 BARS @ 15" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 10 MIL MSQUEEN MOISTURE BARRIER OVER APPROVED COMPACTED FILL.
2. SLAB CONTROL JOINTS, SEE DETAIL 1/S0301
3. HAIRPINS FOR ANCHOR BOLTS AT SLAB, RE 2 & 3/S101.
4. CMU PILASTER 12x16 WITH (4) #5 BARS VERTICAL WITH #3 TIES @ 8" O.C.
5. CMU PILASTER 12x32 WITH (4) #5 BARS VERTICAL WITH #3 TIES @ 8" O.C.



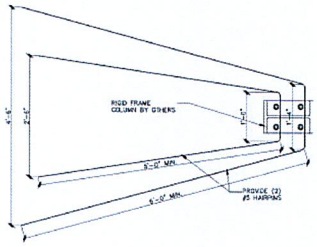
FOOTING SCHEDULE

TYPE	A	B	C	D	REMARKS
F1		1'-0"	1'-0"	1'-0"	#5 BARS @ 12" O.C. EACH WAY @ TOP & BOTTOM
F2		2'-0"	2'-0"	2'-0"	#5 BARS @ 12" O.C. EACH WAY @ TOP & BOTTOM
F3		3'-0"	3'-0"	3'-0"	#5 BARS @ 12" O.C. EACH WAY @ TOP & BOTTOM
F4		4'-0"	4'-0"	3'-0"	#5 BARS @ 12" O.C. EACH WAY @ TOP & BOTTOM
F5		5'-0"	5'-0"	3'-0"	#5 BARS @ 12" O.C. EACH WAY @ TOP & BOTTOM
S1	3'-0"			3'-0"	#5 BARS @ 12" O.C. EACH WAY @ TOP & BOTTOM
S4	4'-0"			3'-0"	#5 BARS @ 12" O.C. EACH WAY @ TOP & BOTTOM
S5	5'-0"			3'-0"	#5 BARS @ 12" O.C. EACH WAY @ TOP & BOTTOM
S6	6'-0"			3'-0"	#5 BARS @ 12" O.C. EACH WAY @ TOP & BOTTOM
S7	7'-0"			3'-0"	#5 BARS @ 12" O.C. EACH WAY @ TOP & BOTTOM
C1		1'-0"	1'-0"	3'-0"	#5 BARS @ 12" O.C. EACH WAY @ TOP & BOTTOM
C2		2'-0"	2'-0"	3'-0"	#5 BARS @ 12" O.C. EACH WAY @ TOP & BOTTOM
C3		3'-0"	3'-0"	3'-0"	#5 BARS @ 12" O.C. EACH WAY @ TOP & BOTTOM
C4		4'-0"	4'-0"	3'-0"	#5 BARS @ 12" O.C. EACH WAY @ TOP & BOTTOM
C5		5'-0"	5'-0"	3'-0"	#5 BARS @ 12" O.C. EACH WAY @ TOP & BOTTOM

NOTE: D = FOOTING DEPTH BELOW FINISH FLOOR



3 TYPICAL HAIR-PINS AT CORNER COLUMNS
SCALE: 1" = 1'-0"

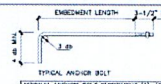


2 TYPICAL HAIR-PINS AT COLUMNS
SCALE: 1" = 1'-0"

STEEL COLUMN SCHEDULE

MARK	COLUMN SIZE	BASE PLATE	ANCHOR BOLTS
SC1	HSS 6x6x5/16	PL 1/2" x 8 3/8" x 0'-10"	(8) 1/2" DIA NELSON STUDS x 12" LONG
SC2	HSS 4x4x5/16	PL 1/2" x 8" x 0'-8"	(4) 1/2" DIA NELSON STUDS x 8" LONG

ANCHOR BOLT LENGTH SCHEDULE



MINIMUM ANCHOR BOLT EMBEDMENT [1], [2]	
DIAMETER	EMBEDMENT
1/2" (4)	12"
5/8" (5)	18"
3/4" (6)	24"
7/8" (7)	24"
1" (8)	30"
1 1/8" (9)	30"
1 1/4" (10)	30"

1. AN ADDITIONAL 2" OF EMBEDMENT SHALL BE PROVIDED FOR ANCHOR BOLTS LOCATED ON TOPS OF COLUMNS AND PEDESTALS.
2. ANCHOR BOLTS SHALL BE A307 HEX HEAD BOLTS.
3. NOT USED
4. MINIMUM 1.5" EDGE DISTANCE IN CONCRETE.
5. MINIMUM 2" EDGE DISTANCE IN CONCRETE.
6. MINIMUM 2.75" EDGE DISTANCE IN CONCRETE.

redline architecture
1114 FLORES AVE, STE 330 LAREDO TX 78040
956.727.2264 PHONE

These drawings and specifications are and shall remain the property of the Engineer. They may not be reused, reproduced or altered in any way without prior written approval from and with appropriate compensation to the Engineer.

CASA AZUL RESTUARANT & PLAZA

2411 Jacaman Road
LAREDO, TX

SEAL

VICTOR M. VARELA JR.
92681
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS

SEE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY VICTOR M. VARELA JR. P.E. 92681 DATED ON 06/30/2022

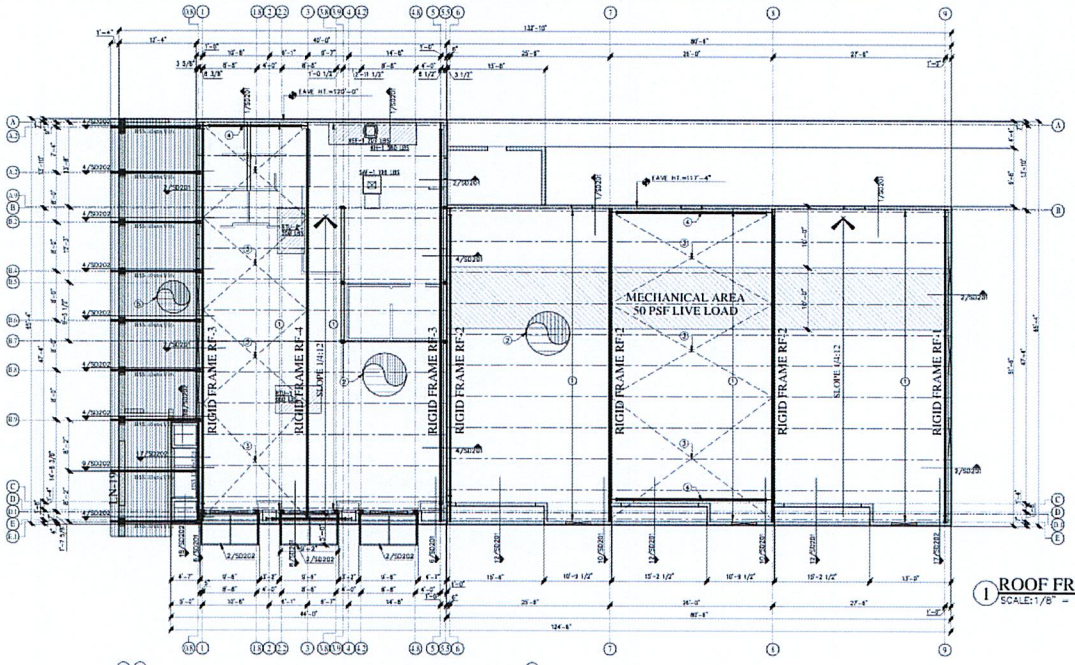
No.	Description	Rev	Date
1	FOR PERMIT/BIDDING		14 JULY 22

SYNERGY
STRUCTURAL ENGINEERING, INC.
1110 Flores Ave. SUITE 302
Laredo, TX. 78040
(956) 753-0883 synergy@synergy-se.com
TBPE Reg. No.: F-7801

FOUNDATION PLAN

Project number	SSE-22-038
Date	JULY 14, 2022.
Drawn by	VDA/LP
Checked by	VDA
Scale	

S101



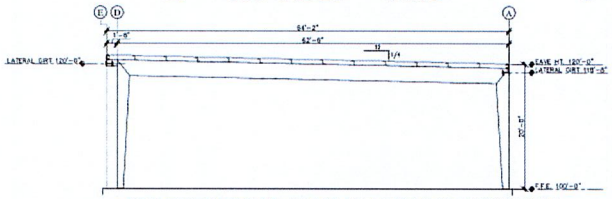
1 ROOF FRAMING PLAN
SCALE: 1/8" = 1'-0"

FRAMING GENERAL NOTES

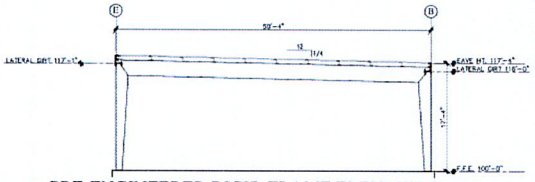
1. SEE SHEET S001 FOR GENERAL NOTES.
2. SEE SHEET S003 FOR TYPICAL METAL STUDS WALL DETAILS.
3. SEE SHEET S004 FOR TYPICAL CMU WALL DETAILS.
4. REFER TO MECHANICAL PLANS & DRAWINGS FOR LOCATION AND SIZE OF MECHANICAL EQUIPMENT AND ASSOCIATED MECHANICAL UNITS SUPPORTS.
5. DIMENSIONS SHOWN ARE FOR GENERAL INFORMATION, COORDINATE WITH ARCHITECTURAL PLANS.
6. WALL LEGEND:
   - INDICATES 6" METAL STUD WALL- REFER TO SCHEDULE FOR TYPE AND GAGE.
   - INDICATES 8" CMU WALL WITH #5 BARS VERTICAL @ 48" O.C. AND (2) #5 BARS HORIZONTAL @ 48" O.C.
7. ABBREVIATIONS:
   - CLC=CENTER LINE COLUMN
   - FOC=FACE OF COLUMN
   - FOW=FACE OF WALL
   - FFE=FINISH FLOOR ELEVATION
8. REFER TO DETAILS 17 THRU 20/S003 FOR TYPICAL INTERIOR PARTITION, TOP OF WALL BRACING.
9. REFER TO SHEET S001 FOR PRE-ENGINEERED FRAME ELEVATIONS.

KEYED FRAMING NOTES

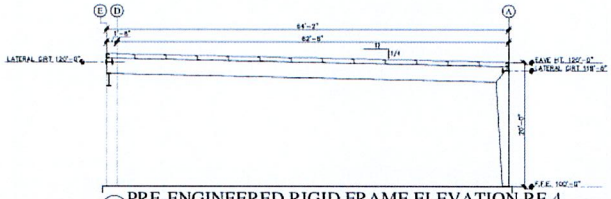
1. 8" ZEE PURLINS AT 5'-0" O.C. MAX. PROVIDE BRACING AND LAP AS REQUIRED BY PRE-ENGINEERED BUILDING MANUFACTURER.
2. ROOFING PER ARCHITECT OVER STRUCTURAL METAL DECK 1.5# 22 GA. WITH SCREW PATTERN: 36/4 WITH #12 TEKS AT SUPPORT AND #10 TEKS AT SIDE LAPS (5 PER SPAN).
3. DIAGONAL BRACING AS REQUIRED BY PRE-ENGINEERED BUILDING MANUFACTURER.
4. WIND FRAME AS REQUIRED BY PRE-ENGINEERED BUILDING MANUFACTURER.
5. ROOFING PER ARCHITECT OVER STRUCTURAL METAL DECK 1.5PI 20 GA. WITH SCREW PATTERN: 36/4 WITH #12 TEKS AT SUPPORT AND #10 TEKS AT SIDE LAPS (5 PER SPAN).
6. MEZZANINE FLOOR JOISTS TO BE C6x8.2 @ 24" O.C.
7. FLOOR DECK TO BE 2" NORMAL WEIGHT CONCRETE DECK WITH WWF 6x6--W2.9xW2.9 OVER VULCRAFT METAL DECK G.A.C. 22 GA. WITH FASTENER PATTERN 33/4 WITH #12 TEK SCREWS AT SUPPORT AND #10 TEKS SCREWS @ 12" O.C. AT SIDE LAPS TOTAL THICKNESS OF SLAB = 2" (1-1/2" CONC. TOP + 0.6" MTL. DECK).



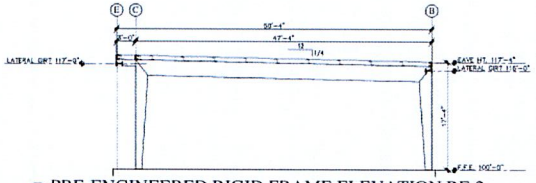
4 PRE-ENGINEERED RIGID FRAME ELEVATION RF-3
SCALE: 1/8" = 1'-0"



2 PRE-ENGINEERED RIGID FRAME ELEVATION RF-1
SCALE: 1/8" = 1'-0"



5 PRE-ENGINEERED RIGID FRAME ELEVATION RF-4
SCALE: 1/8" = 1'-0"



3 PRE-ENGINEERED RIGID FRAME ELEVATION RF-2
SCALE: 1/8" = 1'-0"

redline architecture
1101 FLORES AVE. STE. 220 LAREDO TX. 78041
956.727.2264 PHONE

These drawings and specifications are and shall remain the property of the Engineer. They may not be reused, reproduced or altered in any way without prior written approval from and with appropriate compensation to the Engineer.

CASA AZUL RESTUARANT & PLAZA

2411 Jacaman Road
LAREDO, TX

SEAL
STATE OF TEXAS
VICTOR M. DUPRE JR.
92641
LICENSED
PROFESSIONAL ENGINEER
07-20-22
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY VICTOR M. DUPRE JR. P.E. 92641 DATED 07/20/2022

No.	Description	Rev.	Date
1	FOR PERMIT/BIDDING		14 JULY 22

SYNERGY
STRUCTURAL ENGINEERING, INC.
1919 Flores Ave. SUITE 302
Laredo, TX. 78040
(956) 732-0653 synergy@synergy-se.com
TBPE Reg. No: F-7481

ROOF FRAMING PLAN

Project number	SSE-22-038
Date	JULY 14, 2022
Drawn by	VDA/LP
Checked by	VDA
Scale	

S201

SUITE 400
400
1340 SF
401
W5
W2
W3
J
11
HOSE BIBB
DS
65' - 4 1/8"
47' - 4"
13' - 10"
27' - 6"
1' - 0"
0' - 7"
0' - 7 1/8"
1' - 4"
1' - 8"
6' - 0"
7' - 0"
6' - 0"
7' - 0"
6' - 0"
7' - 7"
13' - 0"
15' - 2 1/2"
1' - 5"
12' - 4"
3' - 0"
4' - 0"
5' - 6"
3' - 5"
28
of 71

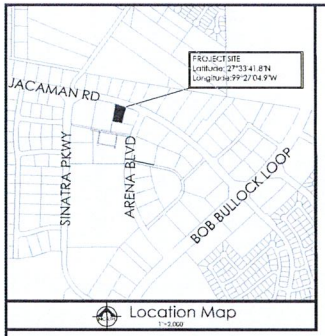
SUITE 400
400
SUITE 300
300
EQ
EQ
M
M
F
F
11' - 10"
11' - 10"
27' - 6"
26' - 0"
9
8
7

A300
3
5
4
21' - 0"
21' - 6"
21' - 0"
21' - 6"
21' - 0"
21' - 0"
10
10
10
9
9
9
3
DS
DS
21' - 0"
27' - 6"
9
8

FINISH PLAN LEGEND

- CT1
- CT 2
- VCT1
- VCT2
- CP1
- CP2
- SC – SEALED CONCRETE
- SDT – STATIC DISSIPATIVE TILE

EXHIBIT A



CALL BEFORE YOU DIG
811 or 1-800-344-8377
Texas 811
www.texas811.org

EXISTING ZONING:
SECTION 24-77
DIMENSIONAL STANDARDS
B-4 HIGHWAY COMMERCIAL DISTRICT
FRONT YARD SET BACK: 25'
SIDE YARD SET BACK: 10'
REAR YARD SET BACK: 20'

TABLE 208.2 PARKING SPACES

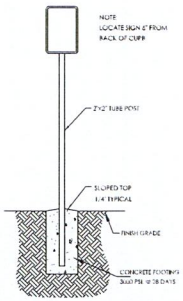
Total Number of Parking Spaces Provided in Parking Facility	Minimum Number of Required Accessible Parking Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2 percent of total
1001 and over	20, plus 1 for each 100, or fraction thereof, over 1000

2012 ADA STANDARD FOR ACCESSIBLE DESIGN

LEGEND

EX. STORM FLOW
PR. RUNOFF FLOW
EX. TRAFFIC FLOW
PR. TRAFFIC FLOW
PR. TOP OF CURB
FINISH FLOOR ELEVATIONS
FIRE HYDRANT
EX. WATER METER
EX. WASTEWATER MANHOLE
PR. WASTEWATER MANHOLE
WATER LINE
WASTEWATER LINE

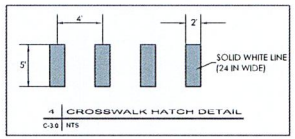
2 STRIPED DETAIL
C-3.0 NTS



3 SIGN ON POLE DETAIL
C-3.0 N.T.S.

KEY NOTE (CIVIL)

1. 4" YELLOW SOLID LINE (PARKING)
2. PROPOSED HANDICAP SIGN; REFER TO SHEET C-7 FOR ADDITIONAL DETAILS.
3. PROPOSED HANDICAP PARKING SPACE WITH 9'6" VAN ACCESSIBLE ISLAND; SECONDARY ISLAND OF 60"
4. PROPOSED ACCESSIBLE ROUTE: MAXIMUM OF 5% SLOPE OTHERWISE USE TRUNCATED DOME SURFACE; REFER TO DETAILS IN SHEET C-7
5. PROPOSED CURB AND GUTTER TYPE A; REFER TO DETAIL 11 IN SHEET C-7.
6. PROPOSED CONCRETE SIDEWALK TO BE PLACED AT MINIMUM OF 1" BELOW BUILDING FINISH FLOOR (EXCEPT AT MAIN ENTRANCES; MATCH FINISH FLOOR)
7. PROPOSED LANDSCAPING AREA/TREE
8. PROPOSED REMOVAL AND PROPER DISPOSAL OF EXISTING ASPHALT PAVEMENT
9. PROPOSED CONCRETE WHEEL STOPS
10. PROPOSED DUMPSTER AREA; REFER TO ARCHITECTURAL PLANS FOR DETAILS.
11. PROPOSED CONCRETE STAIRS WITH HAND RAILING
12. PROPOSED HANDICAP RAMP WITH RAILING ON BOTH SIDES
13. PROPOSED YELLOW PAINT CURB ON AREAS WHERE CURVE IS HIGHER THAN 6"
14. PROPOSED BLOCK WALL; REFET TO DETAIL 5 IN THIS SHEET



4 CROSSWALK HATCH DETAIL
C-3.0 NTS

CROSSWALK STRIPPING

When crosswalk lines are used, they shall consist of wide lines that mark the crosswalk. They shall be not less than 150 mm (6 in) nor greater than 600 mm (24 in) in width.

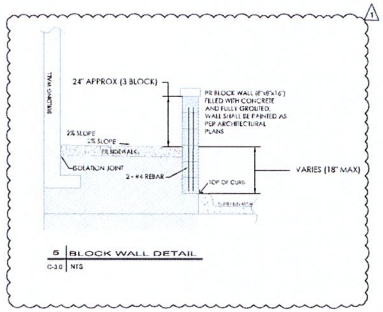
Guidance:

If transverse lines are used to mark a crosswalk, the gap between the lines should not be less than 1.8 m (6 ft). If diagonal or longitudinal lines are used without transverse lines to mark a crosswalk, the crosswalk should be not less than 1.8 m (6 ft) wide. Crosswalk lines, if used on both sides of the crosswalk, should extend across the full width of pavement or to the edge of the intersecting crosswalk to discourage diagonal walking between crosswalks. For added visibility, the area of the crosswalk may be marked with white diagonal lines at a 45-degree angle to the line of the crosswalk or with white longitudinal lines parallel to traffic flow.

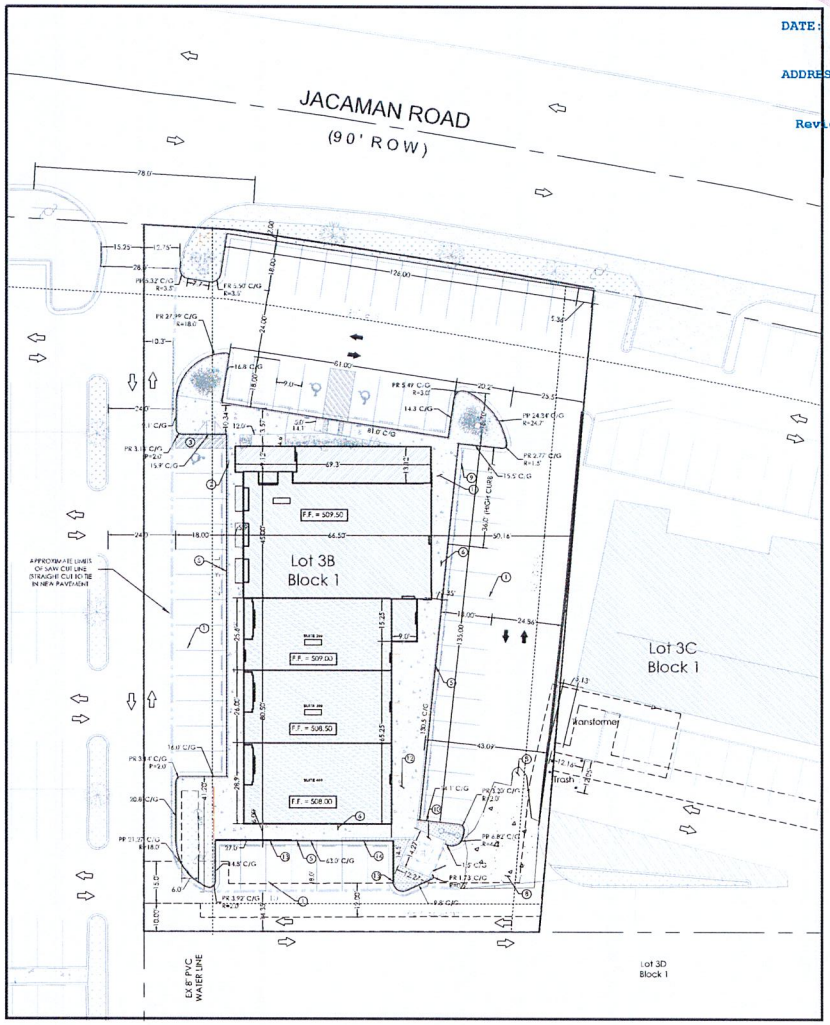
When diagonal or longitudinal lines are used to mark a crosswalk, the transverse crosswalk lines may be omitted. This type of marking may be used at locations where substantial numbers of pedestrians cross without an, other traffic control device, at locations where physical constraints are such that added visibility of the crosswalk is desired, or at places where a pedestrian crosswalk might not be expected.

Guidance:

If used, the diagonal or longitudinal lines should be 300 to 600 mm (12 to 24 in) wide and spaced 300 to 1200 mm (12 to 48 in) apart. The marking design should avoid thin wheel paths, and the spacing should not exceed 2.5 times the line width.



6 BLOCK WALL DETAIL
C-3.0 NTS



1 DIMENSIONAL PLAN
C-3.0 1"= 20'

redline
SUBJECT TO FIELD INSPECTION
5119 FLORES AVE. STE 290, LAREDO, TEXAS 78040
956.727.5391 WWW.REDLINEARCHITECTURE.COM

DATE: 4/3/2024

ADDRESS: 2411 JACAMAN RD

Reviewed for Code Compliance

CASA AZUL RESTAURANT & PLAZA
2411 Jacaman Road (Including Suite 101)
Laredo, TX 78041

ENGINEER'S SEAL
STATE OF TEXAS
DANIEL GOMEZ
90148
LICENSED
PROFESSIONAL ENGINEER
10/21/22

No.	Description	Date
1.	Addendum 1	10.21.2022

Daniel Gomez Engineering, PC.
Firm Registration # 9224
7110 Rocio Dr. Suite #4
Laredo, Texas 78041
PH: 956.723.6636

DIMENSIONAL PLAN

Project number	861214.00.DG 2217
Date	10.21.2022
Drawn by	JF
Checked by	DG

C-3.0

Scale 1"=20'

Geronimo Treviño Jr
Owner
Porciónes Cigar and Whiskey Lounge
2411 Jacaman Rd, Suite 400
Laredo, TX 78041
Gerot25@gmail.com
281-967-8876

Date: August 27, 2025

To:
City of Laredo Council Members
Planning and Zoning Department
1110 Houston Street
Laredo, TX 78040

RE: Request for Special Use Permit (SUP) for Porciónes Cigar and Whiskey Lounge — 2411 Jacaman Rd, Suite 400, Laredo, TX 78041

Dear Council Members and Planning and Zoning Officials,

On behalf of Porciónes Cigar and Whiskey Lounge, I respectfully submit this formal request for a Special Use Permit (SUP) to operate a cigar lounge with limited alcohol spirits available for purchase for on premise consumption at 2411 Jacaman Rd, Suite 400, Laredo, TX 78041.

Business Overview

Porciónes Cigar and Whiskey Lounge is envisioned as a refined, adult-only establishment that brings together the enjoyment of premium cigars, fine spirits, and crafted cocktails in an upscale and comfortable environment. This will be the first establishment of its kind in Laredo, Texas, offering both cigars and limited alcoholic beverages for purchase.

Our primary offerings will include:

- Premium hand-rolled cigars sourced from reputable manufacturers.
- Cigar accessories such as cutters, lighters, humidors, and ashtrays.

- Cigar memberships offering discounts on cigars and their accessories.
- Cigar lockers available for rent with an annual fee.
- Mail order cigar subscriptions.
- A limited selection of top-shelf whiskeys and fine spirits.
- A small cocktail menu featuring crafted classic and contemporary recipes.

To ensure a comfortable and high-quality experience for all patrons and staff, a dedicated HVAC system with integrated smoke eradication and air purification systems will be installed. This system will be designed specifically to meet the standards of cigar lounges, removing smoke and maintaining optimal air quality throughout the premises.

Operating Hours & Regulatory Compliance

Porciónes Cigar and Whiskey Lounge proposes operating hours of:

9:00 AM to 9 PM, Monday - Thursday

9:00 AM to 11 PM, Friday and Saturday

12:00 PM to 8 PM, Sunday

These hours will remain fully compliant with all local ordinances and requirements applicable to Smoking Establishments under the City of Laredo regulations and state law. All tobacco and alcohol sales will strictly adhere to Texas state and federal regulations. Local ordinances will be strictly enforced to ensure tobacco and tobacco products are in excess of 50% of the businesses gross revenue, as required under the special use permit. Accounting records will be available for review upon request to substantiate each quarter's revenue requirements.

Our target audience consists solely of adults aged 21 years and older, who are legally permitted to purchase and consume tobacco and alcoholic products. No persons under the legal age will be permitted entry, and we will enforce a strict age verification policy through government-issued photo identification at the point of entry and purchase.

Please note that no vaping products, THC-based products, or cigarettes will be sold or permitted within the premises. The focus is exclusively on premium cigar culture and quality spirit appreciation.

Facility & Capacity

The proposed site comprises approximately 1,340 square feet, which supports a modest but intimate occupancy model. Adequate parking is available onsite to accommodate the anticipated volume of patrons.

We are committed to maintaining a clean, well-managed, and respectful business presence in alignment with community values and expectations

A Cultural and Historic Experience

Porciónes Cigar and Whiskey Lounge is more than just a business—it is a tribute to the rich history of Laredo, TX. Our name, "Porciónes," honors the Visita General of 1767, when land grants or "porciónes" were issued to settlers, establishing the cultural and geographic foundations of our city.

Our goal is to bring a metropolitan-level experience to Laredo, offering cigar aficionados and enthusiasts a place to enjoy exceptional products, meaningful conversation, and the cultural pride of our unique border community.

We appreciate your time and consideration of our request for a Special Use Permit. We are happy to comply with any additional requirements or inspections necessary to move forward and welcome the opportunity to contribute to Laredo's vibrant business landscape.

Please do not hesitate to contact me directly with any questions or requests for further information.

Sincerely,

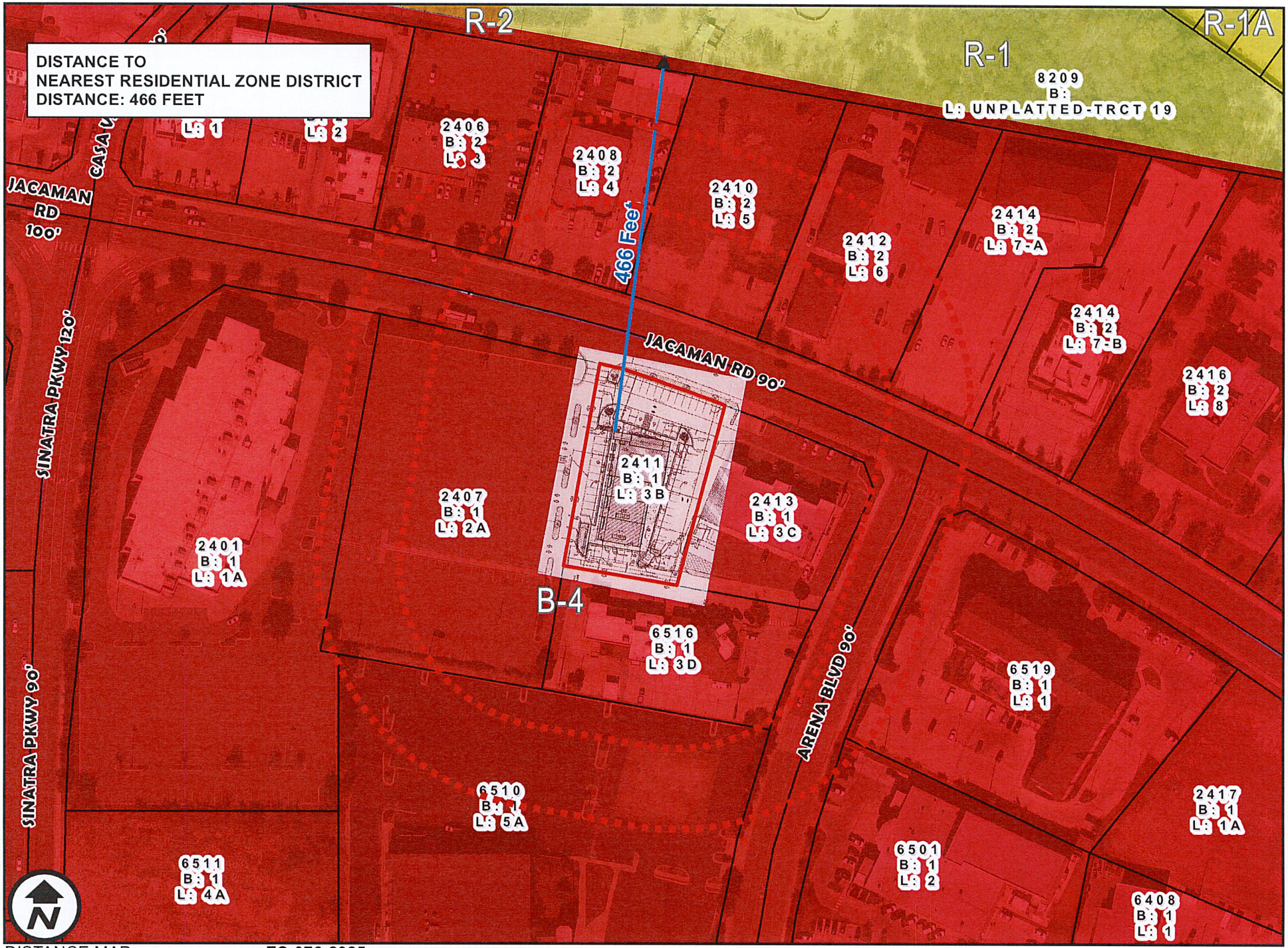
Geronimo Treviño Jr.

Owner

Porciónes Cigar and Whiskey Lounge

281-967-8876

Gerot25@gmail.com

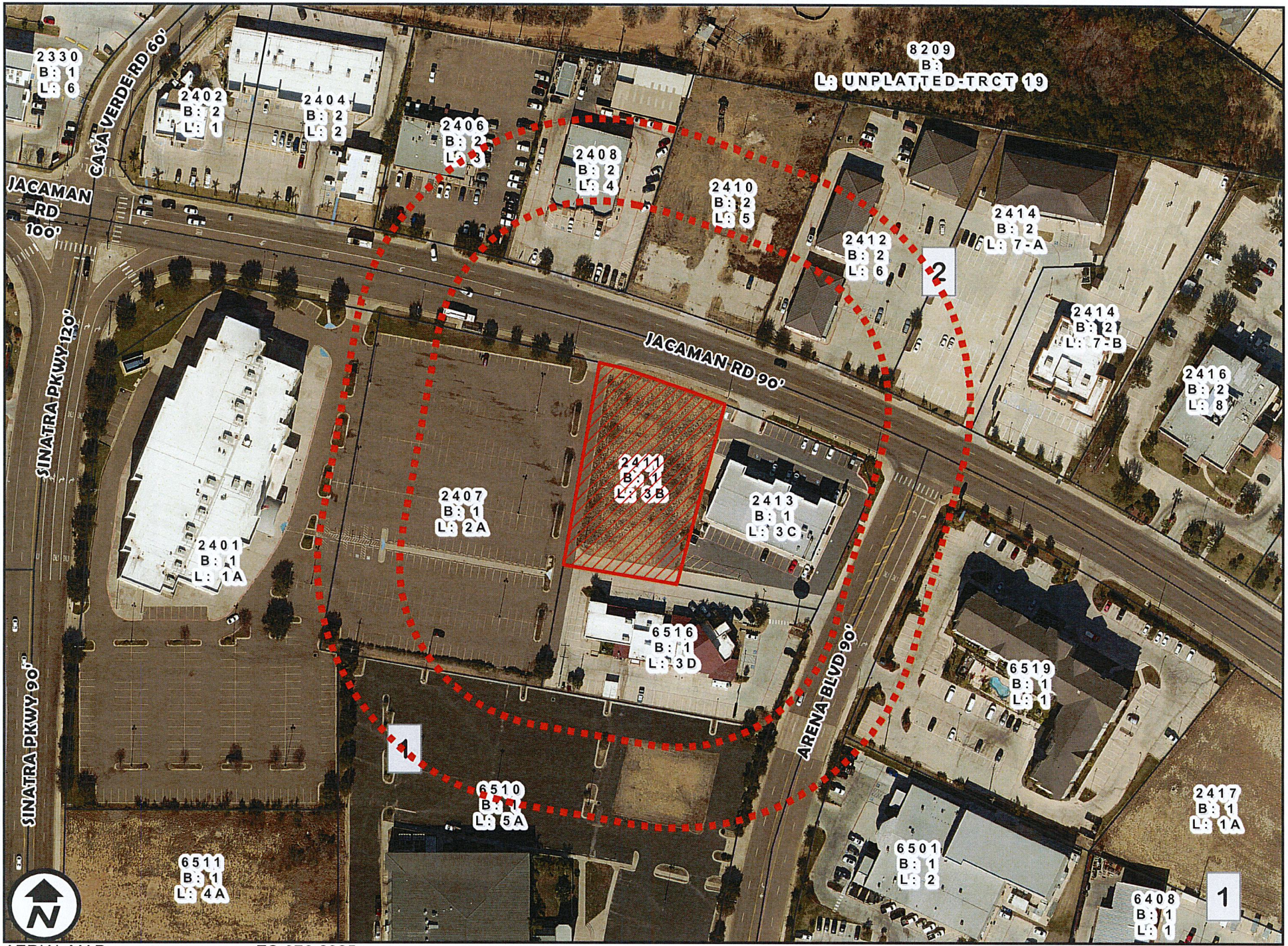


DISTANCE MAP

1 inch = 150 feet

ZC-076-2025
COUNCIL DISTRICT 5
2411 JACAMAN ROAD

APPLICATION FOR
B-4 (HIGHWAY COMMERCIAL DISTRICT) TO
S.U.P. FOR SMOKING ESTABLISHMENT (CIGAR LOUNGE WITH ON-PREMISE ALCOHOL CONSUMPTION)

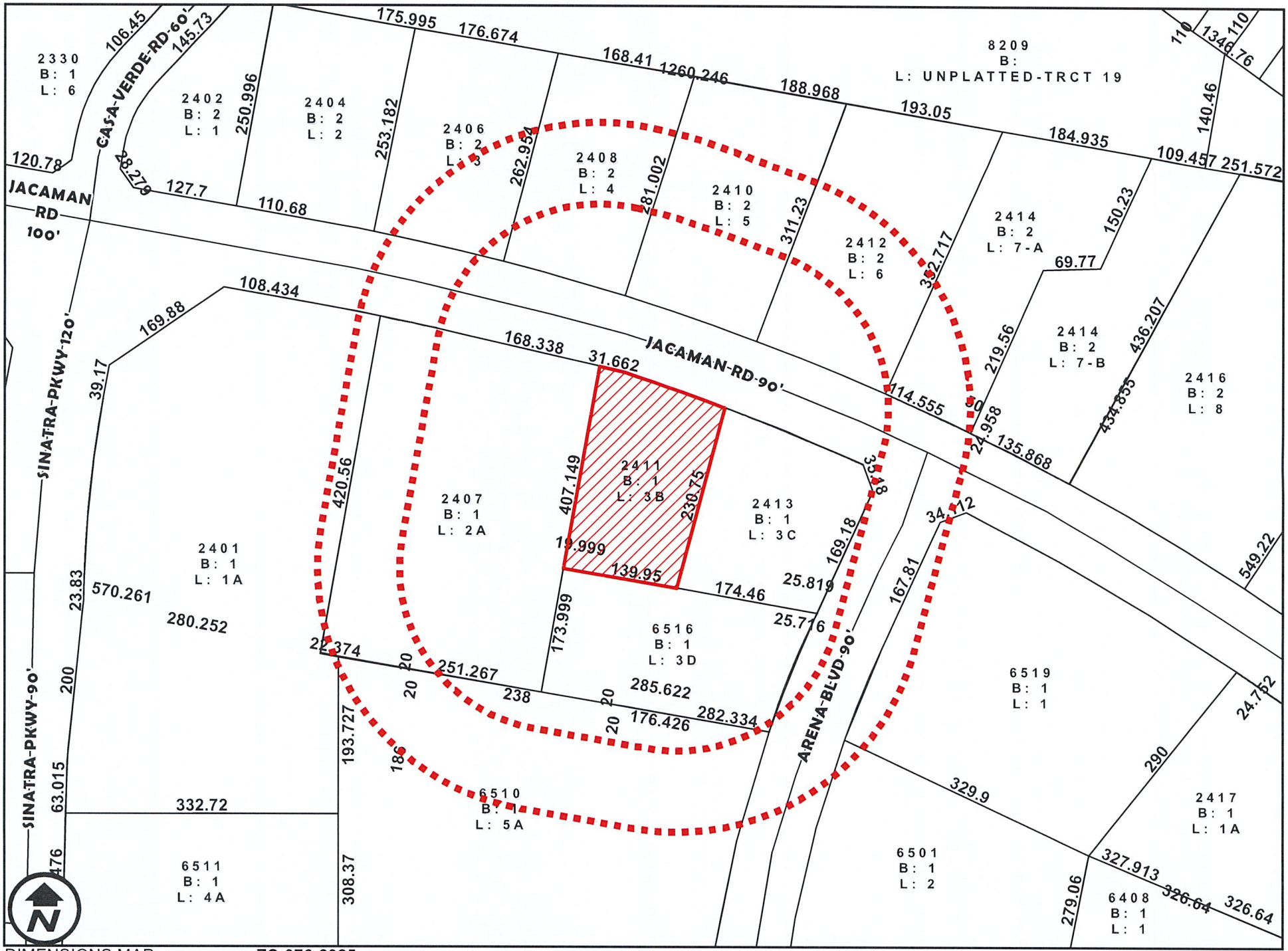


AERIAL MAP

1 inch = 150 feet

ZC-076-2025
COUNCIL DISTRICT 5
2411 JACAMAN ROAD

APPLICATION FOR
B-4 (HIGHWAY COMMERCIAL DISTRICT) TO
S.U.P. FOR SMOKING ESTABLISHMENT (CIGAR LOUNGE WITH ON-PREMISE ALCOHOL CONSUMPTION)

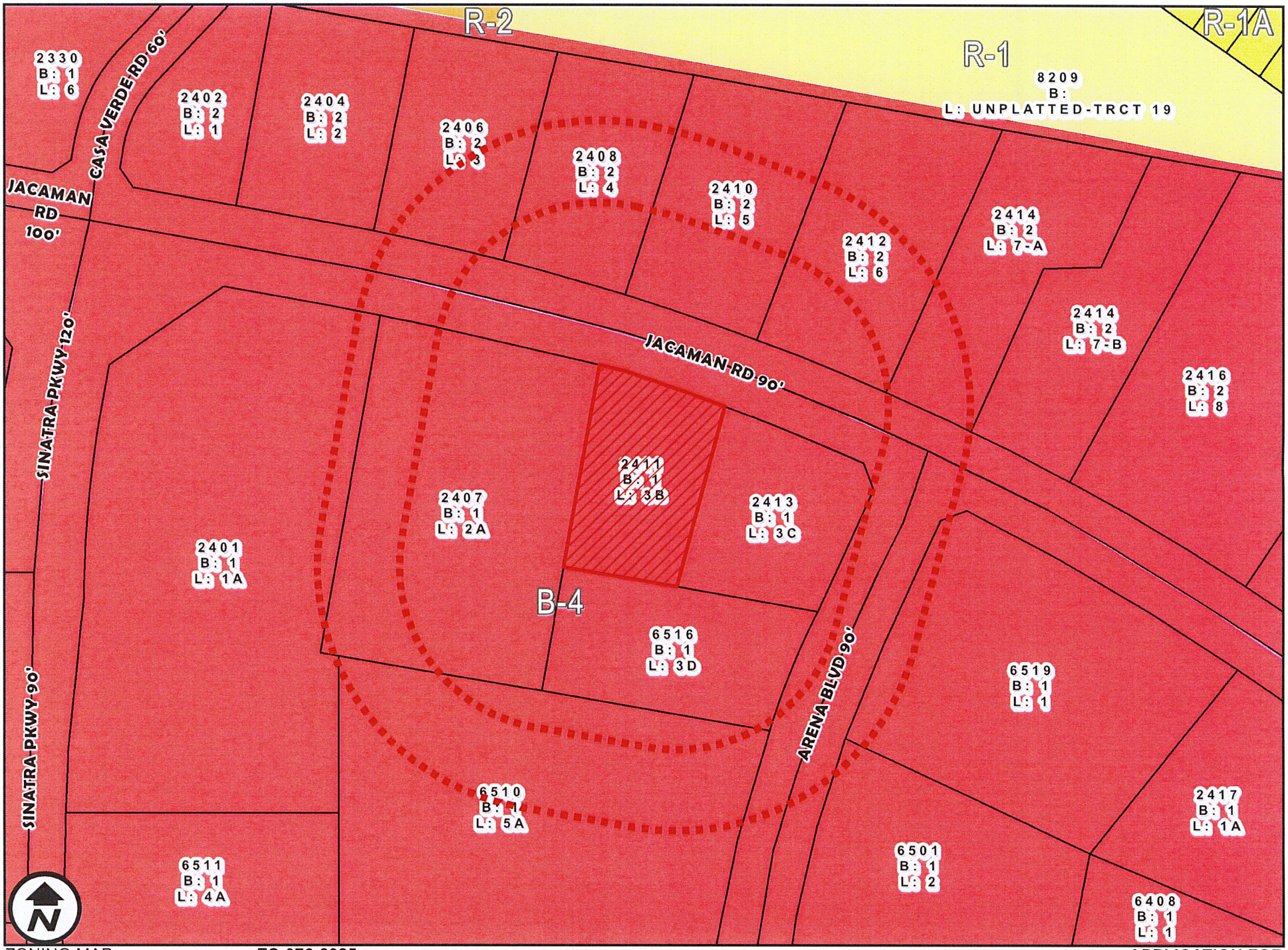


DIMENSIONS MAP

1 inch = 150 feet

ZC-076-2025
COUNCIL DISTRICT 5
2411 JACAMAN ROAD

APPLICATION FOR
B-4 (HIGHWAY COMMERCIAL DISTRICT) TO
S.U.P. FOR SMOKING ESTABLISHMENT (CIGAR LOUNGE WITH ON-PREMISE ALCOHOL CONSUMPTION)

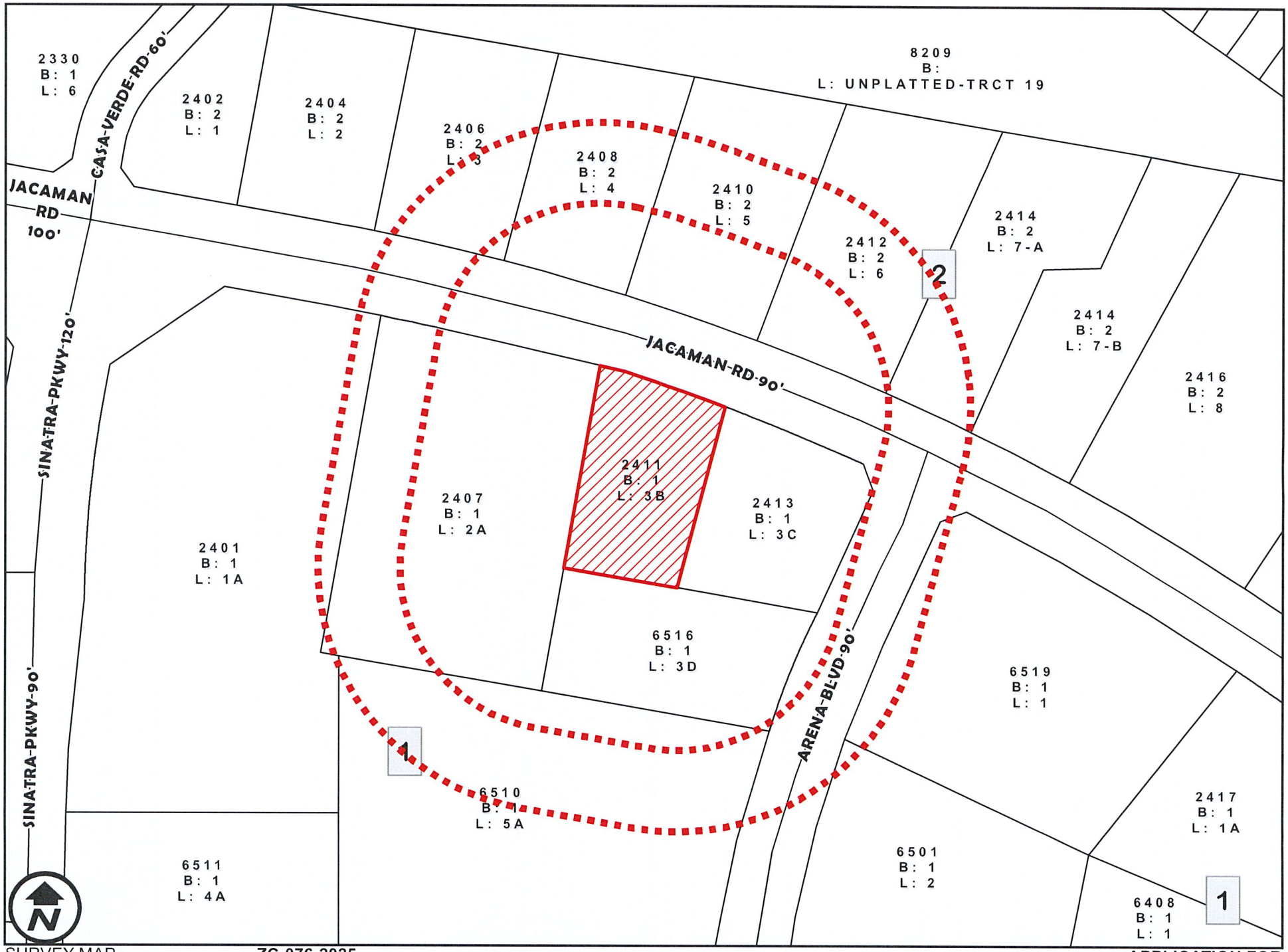


ZONING MAP

1 inch = 150 feet

ZC-076-2025
COUNCIL DISTRICT 5
2411 JACAMAN ROAD

APPLICATION FOR
B-4 (HIGHWAY COMMERCIAL DISTRICT) TO
S.U.P. FOR SMOKING ESTABLISHMENT (CIGAR LOUNGE WITH ON-PREMISE ALCOHOL CONSUMPTION)

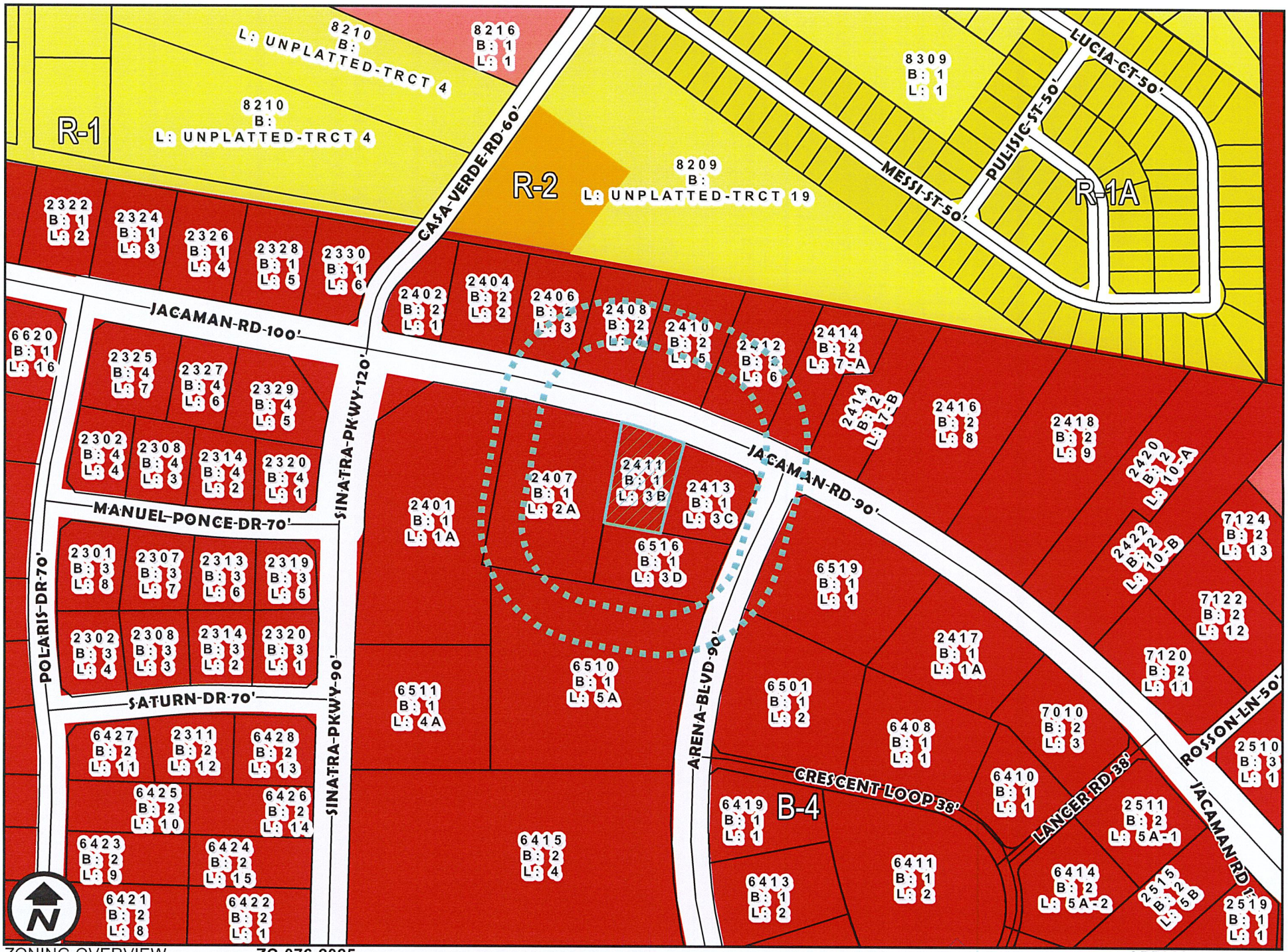


SURVEY MAP

1 inch = 150 feet

ZC-076-2025
COUNCIL DISTRICT 5
2411 JACAMAN ROAD

APPLICATION FOR
B-4 (HIGHWAY COMMERCIAL DISTRICT) TO
S.U.P. FOR SMOKING ESTABLISHMENT (CIGAR LOUNGE WITH ON-PREMISE ALCOHOL CONSUMPTION)

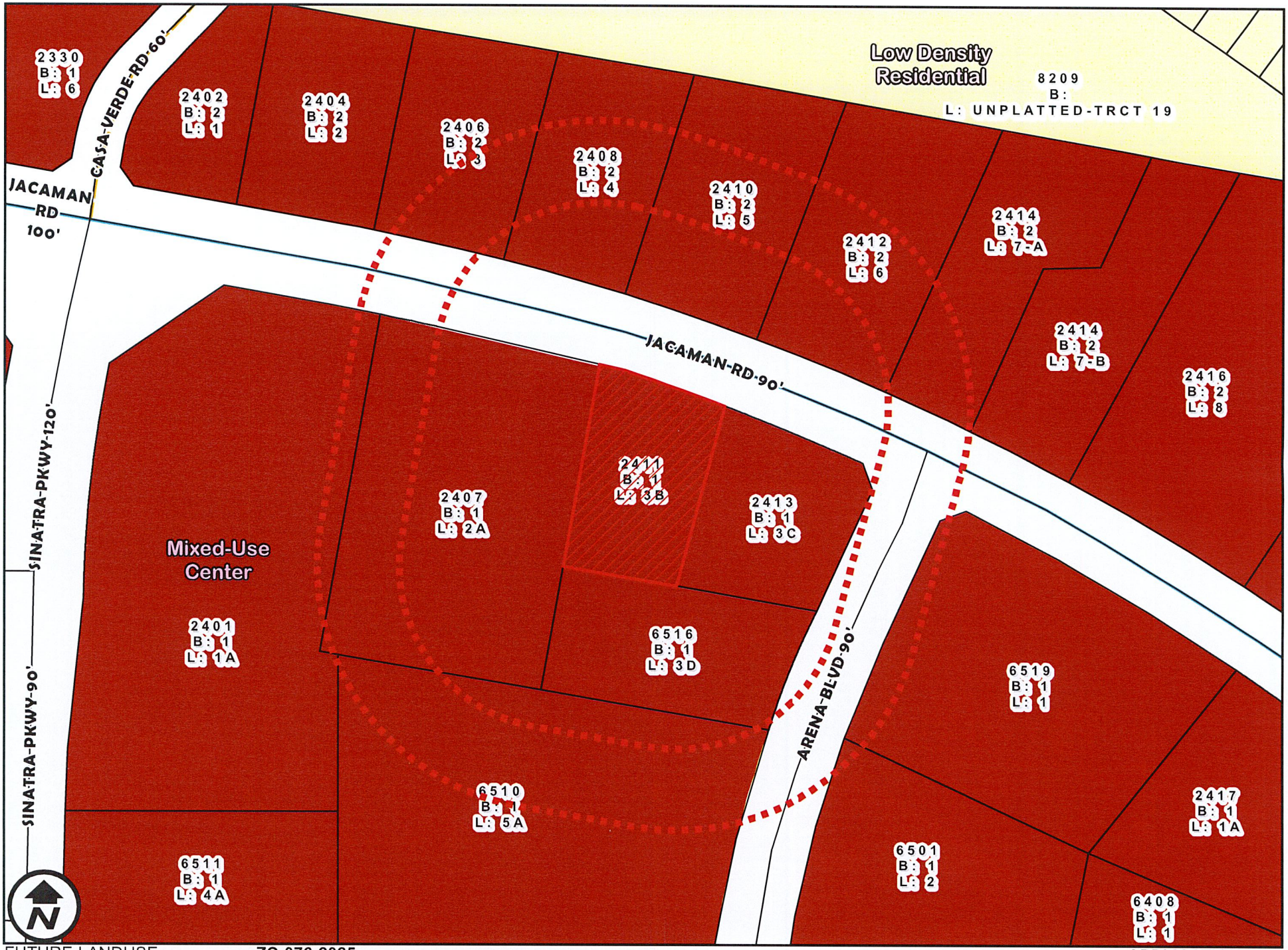


ZONING OVERVIEW

1 inch = 300 feet

ZC-076-2025
COUNCIL DISTRICT 5
2411 JACAMAN ROAD

APPLICATION FOR
B-4 (HIGHWAY COMMERCIAL DISTRICT) TO
S.U.P. FOR SMOKING ESTABLISHMENT (CIGAR LOUNGE WITH ON-PREMISE ALCOHOL CONSUMPTION)

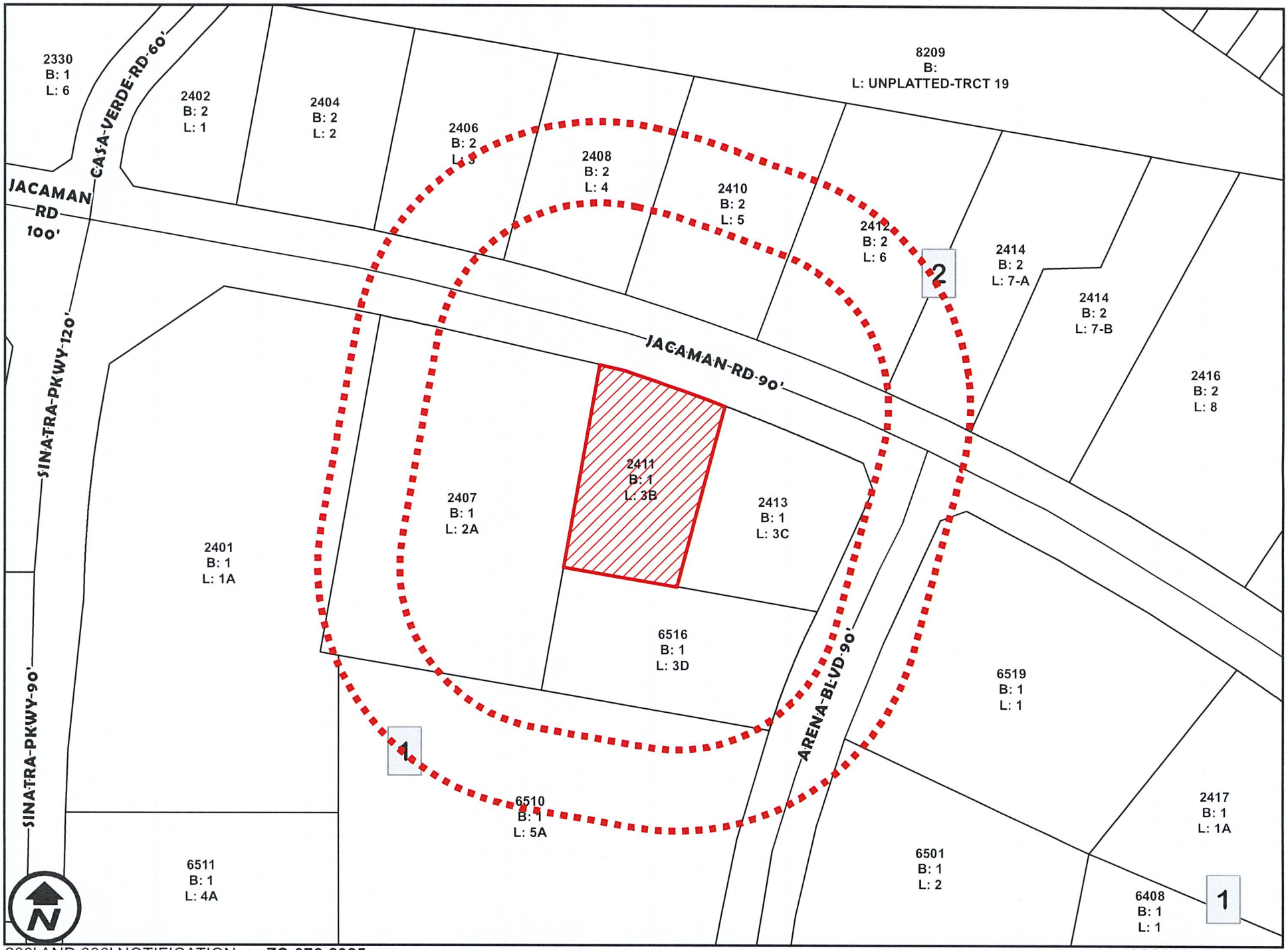


FUTURE LANDUSE

1 inch = 150 feet

ZC-076-2025
COUNCIL DISTRICT 5
2411 JACAMAN ROAD

APPLICATION FOR
B-4 (HIGHWAY COMMERCIAL DISTRICT) TO
S.U.P. FOR SMOKING ESTABLISHMENT (CIGAR LOUNGE WITH ON-PREMISE ALCOHOL CONSUMPTION)



200' AND 300' NOTIFICATION **ZC-076-2025**

1 inch = 150 feet

COUNCIL DISTRICT 5

2411 JACAMAN ROAD

APPLICATION FOR

B-4 (HIGHWAY COMMERCIAL DISTRICT) TO

S.U.P. FOR SMOKING ESTABLISHMENT (CIGAR LOUNGE WITH ON-PREMISE ALCOHOL CONSUMPTION)

City Council-Regular Meeting

Date: 12/01/2025
Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: P&F Properties, LLC, Owner; Geronimo Trevino Jr., Applicant/Representative

Staff Source: Vanessa Guerra, MPA, AICP, Planning Director

SUBJECT

2025-O-234 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for a Smoking Establishment (Cigar Lounge with On-Premise Alcohol Consumption) on Lot 3B, Block 1, Laredo Arena Subdivision, Unit 4, located at 2411 Jacaman Road, suite 400 (approximately 1,469 square feet).

ZC-076-2025
District V

PREVIOUS COUNCIL ACTION

On November 17, 2025, City Council made a motion to introduce the item.

BACKGROUND

Council District: V – Cm. Ruben Gutierrez

Proposed use: The proposed use is for a Smoking Establishment (Cigar Lounge with On-Premise Alcohol Consumption).

*****City of Laredo Land Development Code***:**

Definitions:

- Smoking establishment - shall mean an establishment that is dedicated, in whole or in part, to the smoking of tobacco or other substances and includes any establishment that allows both: (1) the payment of consideration by a customer to the establishment in exchange for on-site delivery of tobacco, tobacco accessories or similar legal substances and products to the customer; and (2) the on-site smoking of tobacco or other substances. These establishments are required to have isolated HVAC systems to remove smoke and odors. This definition shall be construed to include establishments known variously as, cigar lounges, hookah cafes, tobacco clubs, tobacco bars, and similar establishments, but shall not include an establishment that derives fifty (50) percent or more of its gross revenue on a quarterly basis (i.e., three (3) months) from the sale of alcoholic beverages for on-premise consumption or food sales.

- Tobacco Shop - shall mean an establishment whose main purpose is the sale of tobacco products (i.e. cigars, cigarettes, chewing and dipping tobacco, e-cigarettes, e-cigarette related products, and related tobacco smoking accessories) and in which the sale of other products is merely incidental and does not account for more than forty-five percent (45%) of the establishment's gross revenue. (Added Ord. No. 2014-O-153, 11/17/14)

- Drug and Tobacco Paraphernalia Shop (a/k/a Head Shop) - shall mean any premises or establishment having a substantial or significant portion of its stock in trade in drug paraphernalia or which has as its main purpose the offering for sale, or that presents or, displays for sale, drug paraphernalia, or items, equipment or products commonly used,

intended to be used or commonly known to be used for the ingestion, inhalation, preparation or injection of illegal substances. (Added Ord. No. 2014-O-153, 11/17/14)

- Bar - shall mean an establishment whose primary business is the serving of alcoholic beverages for public consumption on the premises whether or not entertainment, dancing, or food items are also provided. For purposes of this definition, "primary business" means the establishment derives in excess of fifty percent (50%) of its gross revenue on a quarterly basis from the sale or service of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code (as amended), for on-premise consumption. This definition does not include bona fide restaurants, hotels, motels, or sports related facilities such as golf courses, bowling alleys or sports arenas, or the serving of alcoholic beverages at publicly or privately sponsored events such as weddings, public celebrations, quinceaneras or the like." (Amended 2/4/13, Ord. No. 2013-O-005)

*****City of Laredo Code of Ordinances***:**

Chapter 15 – Health and Sanitation, Article VI - prohibits smoking in public places such as restaurants, bars, and places of employment (Ord. 2004-O-332). Only limited exceptions apply, such as tobacco specialty retail stores with isolated HVAC systems, outdoor areas set back from entrances, and private residences/clubs.

Definitions:

Bar - means any area devoted to the serving of alcoholic beverages for consumption by patrons on the premises and in which the serving of food is only incidental to the serving of alcoholic beverages. Although a restaurant may contain a bar, the term "bar" shall not include the dining area

*****Texas Local Government Code – 211***:**

Sec. 211.013. CONFLICT WITH OTHER LAWS; EXCEPTIONS. (a) If a zoning regulation adopted under this subchapter requires a greater width or size of a yard, court, or other open space, requires a lower building height or fewer number of stories for a building, requires a greater percentage of lot to be left unoccupied, or otherwise imposes higher standards than those required under another statute or local ordinance or regulation, the regulation adopted under this subchapter controls. If the other statute or local ordinance or regulation imposes higher standards, that statute, ordinance, or regulation controls.

Current Zoning District: B-4 zoning (Highway Commercial District)

Site: The site is currently occupied by a commercial plaza, which includes a restaurant and vacant suites.

Surrounding land uses: To the north of the site is Jacaman Road, commercial plazas and businesses, undeveloped land, and residential uses. To the east of the site is a commercial plaza, which includes, Fantasy Nail Bar, Republic Finance, BurgerIM, V&V Roofing, Endo Laredo Dispensary, Beltone, and AB Activewear Collection. To the south of the site is Eduardo's BBQ Steak and Mexican Grill, Military Wings, Hal's Restaurant Bar, FitClub Laredo, and TumbleQueen. To the west of the site is a commercial parking lot, a vacant commercial structure (previously a movie theater), and Sinatra Parkway.

Comprehensive Plan: The Future Land Use Map recognizes this area as Mixed-Use Center. https://www.cityoflaredo.com/LaredoPlanning/wp-content/uploads/

2021/03/viva-laredo-city-of-laredo-comprehensive-plan.pdf#page=39

Transportation Plan: The Long-Range Thoroughfare Plan identifies Jacaman Road as a Major Collector.
https://www.cityoflaredo.com/home/showpublisheddocument/17680/638703100333370000

Letters sent to surrounding property owners: 12 In Favor: 0 Opposed: 0

COMMITTEE RECOMMENDATION
The Planning & Zoning Commission in a 5 to 0 vote recommended approval of the special use permit for a Smoking Establishment (Cigar Lounge ONLY - NO ON PREMISE ALCOHOL CONSUMPTION).

The Commission also recommended approval of the applicant's request to amend Conditions Number 3, 4, and 5 as follows:

- Condition Number 3: Amend the hours of operation to extend Thursday hours from 9:00 a.m. to 11:00 p.m.
- Condition Number 4: Amend the minimum age requirement for patrons from 18 years old to 21 years old.
- Condition Number 5: Amend the minimum age requirement for patrons from 18 years old to 21 years old.

STAFF RECOMMENDATION

A Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects, such as time, fencing, setbacks, landscaping, etc.

Staff **does not support** the proposed special use permit for the following reasons:

1. The site does not meet the minimum distance requirement of 800 feet as per the Laredo Land Development Code Section 24.93.6, subsection (5). The measurement shall be made in a straight line, without regard to intervening structure or objects, from the nearest portion of the building or structure used to house the establishment to the nearest property line of the premises of a church or public or private elementary, middle or high school, a day care licensed by the state, a college or a university, public playgrounds, parks, or stadiums.

- The building or structure that houses the establishment is approximately 466 feet from the nearest residential zoning district.

2. The proposed use does not meet the required parking requirement as per the Laredo Land Development Code Section 27.78.3.

- Total parking spaces required for the proposed smoking establishment and commercial structure = 60 parking spaces

- Proposed smoking establishment requires = 7 parking spaces

- Required remaining commercial structure = 53 parking spaces

- Actual amount identified on site plan = 57 parking spaces

- Therefore, the proposed site would need an additional 3 parking spaces.

3. Furthermore, smoking establishments with alcohol sales, alcohol serving, and on-premise alcohol consumption is prohibited, as per the City of Laredo Code of Ordinances, Chapter 15, Article VI.

Notice to the owner/applicant:
1. The approval of the special use permit does not guarantee the issuance of a building permit and requires full compliance with all applicable municipal codes and regulations.

If approved, Staff suggest the following conditions (smoking establishments with alcohol sales, alcohol serving, and on-premise alcohol consumption is prohibited):

1. The Special Use Permit is issued to Geronimo Trevino Jr, and shall be non-transferal.

2. The Special Use Permit is restricted to 1,469 square feet located within Suite 400 as per the site plan, Exhibit A, which is made part hereof for all purposes.

3. The hours of operation shall be limited to, from Monday to ~~Thursday~~ Wednesday, 9:00am to 9:00pm, Thursday ~~Friday~~ to Saturday, 9:00am to 11:00pm, and Sunday, 12:00pm to 8:00pm.

4. No person under 21 ~~18~~ years of age shall be permitted to enter the establishment or purchase any products from the establishment unless accompanied by an adult parent or guardian.

5. The establishment shall post a sign conspicuously on each public entrance or near each public entrance notifying the public that no person under the age of ~~eighteen~~ twenty-one years of age may enter the establishment unless accompanied by an adult parent or guardian.

6. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.

7. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.

8. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.

9. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.

10. Signage shall be consistent with the City's Sign Ordinance for a B-1 Zoning District.

11. Off-street parking shall be provided in accordance with the City of Laredo Land

Development Code.

12. The shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.

13. The establishment shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.

14. The establishment shall undergo an annual Fire Inspection.

15. The establishment shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.

16. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.

17. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.

18. Nothing herein, including but not limited to the issuance of a Special Use Permit, is intended to, nor shall it be interpreted as legalizing or applying to the delivery, furnishing, transferring, possessing or manufacture of drug paraphernalia or any use otherwise prohibited by state or federal law, including without limitation, Texas Health & Safety Code §481.125.

19. Establishment shall have an isolated HVAC systems to remove smoke and odors.

20. Smoking establishments with alcohol sales, alcohol serving, and on-premise alcohol consumption is prohibited, as per the City of Laredo Code of Ordinances, Chapter 15, Article VI.

21. A business entity, which has been granted a special use permit, is required to report (on a form approved by the Building Official or designee) any change in the entity's ownership status which occurs by virtue of the transfer of a majority of its stock or a majority of its membership interest to the City of Laredo Building Services Building Official or designee. Any change in ownership interest (occurring by virtue of the transfer of a majority of its stock or a majority of its membership interest) shall be deemed a transfer of the business and the existing special use permit shall be null, void and of no force or effect. In every instance of transfer of ownership a new special use permit application is required to be submitted and shall be processed as a new special use permit request.

22. Any use allowed under the current zone or proposed special use permit is required to abide by all applicable municipal codes.

IMPACT ANALYSIS

Is this change contrary to the established land use pattern?
The surrounding area does not contain any comparable or related uses.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, the zone will not change.

Will change adversely influence living conditions in the neighborhoods?
The proposed change is not anticipated to adversely influence living conditions in the surrounding neighborhoods.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The underlying zone requires the special use permit overlay to allow for a smoking establishment.

Attachments

Maps
Distance Map
Site Plan
Narrative
Set of Plans
Signage
Final Ordinance

City of Laredo

Legislation Details (With Text)

File #:	2025-O-234 **Version:** 1		
Type:	Final Readings	**Status:**	Agenda Ready
File created:	11/18/2025	**In control:**	City Council
On agenda:	12/1/2025	**Final action:**	
Title:	An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for a Smoking Establishment (Cigar Lounge with On-Premise Alcohol Consumption) on Lot 3B, Block 1, Laredo Arena Subdivision, Unit 4, located at 2411 Jacaman Road, Suite 400 (approximately 1,469 square feet). ZC-076-2025 District V		
Sponsors:			
Code sections:			
Attachments:	1. ZC-076-2025 - Final Staff Report, 2. ZC-076-2025 - Maps, 3. ZC-076-2025 - Distance Map, 4. ZC-076-2025 - Narrative, 5. ZC-076-2025 - Site Plan, 6. ZC-076-2025 - Set of Plans, 7. ZC-076-2025 - Signage, 8. ZC-076-2025 - Comp Plan Alignment, 9. ZC-076-2025 - Final Ordinance		

Date	Ver.	Action By	Action	Result

SUBJECT
An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a special use permit for a Smoking Establishment (Cigar Lounge with On-Premise Alcohol Consumption) on Lot 3B, Block 1, Laredo Arena Subdivision, Unit 4, located at 2411 Jacaman Road, Suite 400 (approximately 1,469 square feet).

ZC-076-2025
District V

Council District: District 5 **Zone Case:** ZC-076-2025

Letters sent to property owners: 12

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve with changes
The Planning & Zoning Commission in a 5 to 0 vote recommended approval of the special use permit for a Smoking Establishment (Cigar Lounge ONLY - NO ON PREMISE ALCOHOL CONSUMPTION).

The Commission also recommended approval of the applicant's request to amend Conditions Number's 3, 4, and 5 as follows:

- Condition Number 3: Amend the hours of operation to extend Thursday hours from 9:00 a.m. to 11:00 p.m.

- Condition Number 4: Amend the minimum age requirement for patrons from 18 years old to 21 years old.

- Condition Number 5: Amend the minimum age requirement for patrons from 18 years old to 21 years old.

STAFF RECOMMENDATION - Does not support
Staff does not support the proposed special use permit.

ORDINANCE NO. 2026-O-26

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 15, ARTICLE VI, SECTION 78, DEFINITIONS, OF THE CODE OF ORDINANCES, BY REDEFINING "BAR"; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City seeks to align to definition of "Bar" in Chapter 15 of the Code of Ordinances with the definition of "Bar" listed in the Land Development Code; and

WHEREAS, it is necessary that there is consistency amongst all definitions within the codes that pertain to the City of Laredo.

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

Section 1. The City of Laredo Code of Ordinances, Chapter 15, Article VI, is hereby amended as follows:

15-78 Definitions

~~(1)[Bar means any area devoted to the serving of alcoholic beverages for consumption by patrons on the premises and in which the serving of food is only incidental to the serving of alcoholic beverages. Although a restaurant may contain a bar, the term "bar" shall not include the dining area.]~~

(1) Bar means an establishment whose primary business is the serving of alcoholic beverages for public consumption on the premises whether or not entertainment, dancing, or food items are also provided. For purposes of this definition, "primary business" means the establishment derives more than fifty percent (50%) of its gross revenue on a quarterly basis from the sale or service of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code (as amended), for on-premises consumption. This definition does not include bona fide restaurants, hotels, motels, or sports related facilities such as golf courses, bowling alleys or sports arenas, or the serving of alcoholic beverages at publicly or privately sponsored events such as weddings, public celebrations, quinceañeras, or the like.

(2) *Business* means any sole proprietorship, joint venture, corporation, or other business entity formed for profit-making purposes, including retail establishments where goods or services are sold as well as professional offices where legal, medical, dental, engineering, architectural, or other professional services are delivered.

(3) *Child care facility* means any licensed nursery, day care center, preschool, or other facility engaged in the practice of providing care for children. A private residence is not a child care facility, except during those hours and in those portions of the residence when it is being used as a business for the purpose of providing care for children.

(4) *Dining area* means any area containing a counter, booths or tables upon which food is served.

(5) *Educational facility* means any day care center, nursery school, elementary school, middle school, junior high school, senior high school, vocational school, special education center, college or university.

(6) *Electronic smoking device (ESD)* means any electronic device that delivers vaporized or aerosolized substances to the user, including but not limited to e-cigarettes, e-cigars, e-hookahs, vape pens, and other similar devices, regardless of whether they contain nicotine or are marketed for the use of any substance.

(7) *Employee* means any person who is employed in consideration for monetary compensation or profit.

(8) *Employer* means any person, partnership, corporation, association or other entity that employs one or more persons.

(9) *Enclosed area* means all space between a floor and ceiling that is enclosed on all sides by solid walls or windows (exclusive of doorways) that extend from floor to ceiling where smoking is not permitted.

(10) *Health care facility* means any office or institution providing individual care or treatment of diseases, whether physical, mental or emotional, or other medical, physiological or psychological conditions.

(11) *Food establishment* means any area which prepares meals or serves food or beverages, regardless of whether or not the establishment provides seating or facilities for on-premises consumption. The term includes, but is not limited to: restaurants, coffee shops, cafeterias, short-order cafes, fast-food establishments, luncheonettes, lunchrooms, soda fountains, food carts, food-vending vehicles, and catering establishments but shall not include any portion of that establishment that constitutes a "bar".

(12) *Place of employment* means any enclosed indoor area under the control of the employer to which employees have access during the course of employment, including but not limited to work areas, employee lounges, employee restrooms, conference rooms, and employee cafeterias; as well as, a minimum of ten (10) feet from the entrance to the establishment. A private residence

is not a "place of employment" unless it is used as a child care or health care facility as defined herein.

(13) *Private place* means any enclosed area to which the public is not invited or in which the public is not permitted, including, but not limited to, personal residences, private social clubs or personal automobiles. A privately-owned business, open to the public, is not a "private place."

(14) *Public place* means any enclosed indoor area in which the public is permitted or that may be used by the general public and includes, but is not limited to, banks, stores, offices and other commercial establishments, restaurants, public and private institutions of higher education, and child care and health care facilities. A private residence is not a "public place".

(15) *Restaurant* means any coffee shop, cafeteria, food stand, private- and public-school cafeteria, and any other eating establishment that gives or offers for sale food to the public, guests or employees, except that the term "restaurant" shall not include a "bar" as defined herein.

(16) *Service line* means any indoor or outdoor line at which one (1) or more persons are waiting for or receiving service of any kind, whether or not such service involves the exchange of money.

(17) *Smoking* means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, weed, plant or other combustible substance in any manner or any form. Smoking also includes the use of electronic smoking devices (ESDs) as defined herein.

(18) *Sports arena* means any enclosed or unenclosed sports pavilion, gymnasium, health spa, swimming pool, roller or ice rink, bowling alley, boxing arena, tennis courts, and any other similar public place where members of the general public assemble either to engage in physical exercise, participate in athletic competition, or witness sports events, including, but not limited to, the following activities: baseball, football, basketball, hockey, soccer, tennis, boxing, swimming, wrestling, volleyball, gymnastics, handball, weightlifting, martial-arts-related sports, rodeo or track and field games.

(19) *Tobacco specialty retail shop* means any freestanding retail store or retail store equipped with a heat-ventilation-air conditioning system or contrivance for introducing fresh air or expelling foul air sufficient to keep adjoining businesses from being affected by smoke or its related odors utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental.

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

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction,

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS 2nd DAY OF February 2026.

DR. VICTOR D. TREVINO
MAYOR

ATTESTED:

MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

Legislation Details (With Text)

File #:	2026-O-26 **Version:** 1		
Type:	Final Readings	**Status:**	First Reading
File created:	12/19/2025	**In control:**	City Council
On agenda:	2/2/2026	**Final action:**	
Title:	An Ordinance of the City of Laredo, Texas, amending Chapter 15, Article VI, Section 78, Definitions, of the Code of Ordinances, by redefining "Bar"; providing that this Ordinance shall be cumulative; providing a severability clause; and declaring an effective date.		
Sponsors:			
Code sections:			
Attachments:	1. INTRO ORD - Bar Definition Ordinance		

Date	Ver.	Action By	Action	Result
1/20/2026	1	City Council	close and introduce	Pass

SUBJECT
An Ordinance of the City of Laredo, Texas, amending Chapter 15, Article VI, Section 78, Definitions, of the Code of Ordinances, by redefining "Bar"; providing that this Ordinance shall be cumulative; providing a severability clause; and declaring an effective date.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):

- **Goal 7.5:** Strengthen public health systems, governance, and regulatory consistency.
- **Policy 7.5.1:** Ensure City ordinances and regulations are clear, consistent, and aligned across codes to support effective implementation and enforcement.
- **Goal 6.1:** Promote safe and orderly development that protects public health, safety, and quality of life.
- **Policy 6.1.3:** Maintain consistency between land use regulations and public safety ordinances.

Summary of alignment: This ordinance aligns with the Viva Laredo Comprehensive Plan by ensuring regulatory clarity and consistency across the City's Code of Ordinances and the Land Development Code. By standardizing the definition of "Bar," the City improves enforcement, reduces ambiguity, and supports coordinated land use, public safety, and health-related decision-making. These updates reinforce the Plan's goals of effective governance, orderly development, and a regulatory framework that protects public health, safety, and overall quality of life.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The City of Laredo seeks to align to definition of "Bar" in Chapter 15 of the Code of Ordinances with the definition of "Bar" listed in the Land Development Code and it is necessary that there is consistency amongst all definitions within the codes that pertain to the City of Laredo.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approves the Ordinance.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	N
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
N/A

City Council Agenda Item ZC-032-2026, proposing an amendment to a Special Use Permit to allow **on-premise alcohol consumption** within a Smoking Establishment (Cigar Lounge)

---

1. Level of Alignment

☐ Strong
☑ **Moderate** – Indirectly supports or contributes to the intent of a verbatim goal or policy.
☐ Weak/None

---

2. Supporting Goal(s)/Policy(ies)

Goal 8.1

"Promote a diverse mix of retail, entertainment, and dining options that serve residents and attract visitors."
Page 347
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The proposed amendment enhances the functionality of an existing cigar lounge by allowing alcohol consumption, which expands the range of entertainment and leisure offerings. This aligns with the goal of promoting diverse commercial and entertainment uses within the city.

Policy 6.1.1

"Encourage development that is compatible with surrounding land uses and contributes to a cohesive urban form."
Page 285
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The site is located within an established commercial corridor (B-4 zoning) and designated as a **Mixed-Use Center** on the Future Land Use Map. The proposed amendment maintains the existing commercial use and does not introduce a new land use category, suggesting general compatibility with surrounding commercial development. However, proximity to residential areas and code compliance issues (distance and parking deficiencies) temper full alignment.

Goal 1.1

"Encourage the efficient use of land and resources in Laredo through appropriate infill, redevelopment, and coordinated growth patterns."
Page 45
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The amendment represents an intensification of an existing commercial space within a developed corridor, supporting efficient land use and reinvestment rather than expansion into undeveloped areas.

---

3. Summary of Alignment

The proposed amendment to allow on-premise alcohol consumption within an existing smoking establishment demonstrates **moderate alignment** with the *Viva Laredo Comprehensive Plan*. The proposal supports **Goal 8.1** by enhancing entertainment and commercial offerings within a designated **Mixed-Use Center**, contributing to economic activity and local vibrancy.

Additionally, the reuse and intensification of an existing tenant space aligns with **Goal 1.1**, promoting efficient land use and reinvestment in established corridors. The proposal generally meets the intent of **Policy 6.1.1**, as it maintains a commercial use within a commercial zoning district.

However, the alignment is moderated by site-specific concerns identified in the staff report, including **non-compliance with separation distance requirements** and **parking deficiencies**, which raise questions regarding full compatibility and operational impacts.

The proposal intersects with broader planning themes such as **economic development**, **entertainment diversity**, and **urban reinvestment**, but also introduces considerations related to **land use compatibility** and **regulatory compliance**.

ORDINANCE NO. 2026-O-93

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AMENDING ORDINANCE 2025-O-234, WHICH AUTHORIZED A SPECIAL USE PERMIT FOR A SMOKING ESTABLISHMENT (CIGAR LOUNGE ONLY – NO ON-PREMISE ALCOHOL CONSUMPTION) ON LOT 3B, BLOCK 1, LAREDO ARENA SUBDIVISION, UNIT 4, LOCATED AT 2411 JACAMAN ROAD, SUITE 400 (APPROXIMATELY 1,469 SQUARE FEET), IN ORDER TO ALLOW THE CONSUMPTION OF ALCOHOL BASED ON A NEWLY PASSED ORDINANCE (ORDINANCE 2026-O-026); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE. (AS AMENDED)

WHEREAS, a request has been received to amend the Executed Ordinance 2025-O-234, which authorized a special use permit for a Smoking Establishment (Cigar Lounge ONLY – No On-Premise Alcohol Consumption) on Lot 3B, Block 1, Laredo Arena Subdivision, Unit 4, located at 2411 Jacaman Road, suite 400 (approximately 1,469 square feet), in order to allow the consumption of alcohol based on a newly passed ordinance (Ordinance 2026-O-026); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on March 19, 2026; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the issuance of the Special Use Permit Amendment; and,

WHEREAS, notice of the Special Use Permit request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on April 20, 2026, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by amending Ordinance 2025-O-234, which authorized a special use permit for a Smoking Establishment (Cigar Lounge ONLY – No On-Premise Alcohol Consumption) on Lot 3B, Block 1, Laredo Arena Subdivision, Unit 4, located at 2411 Jacaman Road, suite 400 (approximately 1,469 square feet), in order to allow the consumption of alcohol based on a newly passed ordinance (Ordinance 2026-O-026).

Section 2: The Special Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. The Special Use Permit is issued to Geronimo Trevino Jr, and shall be non-transferal.
2. The Special Use Permit is restricted to 1,469 square feet located within Suite 400 as per the site plan, Exhibit A, which is made part hereof for all purposes.
3. The hours of operation shall be limited to, from Monday to Wednesday, 9:00am to 9:00pm, Thursday to Saturday, 9:00am to 11:00pm, and Sunday, 12:00pm to 8:00pm.
4. No person under 21 years of age shall be permitted to enter the establishment or purchase any products from the establishment unless accompanied by an adult parent or guardian.
5. The establishment shall post a sign conspicuously on each public entrance or near each public entrance notifying the public that no person under the age of twenty-one years of age may enter the establishment unless accompanied by an adult parent or guardian.
6. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
7. Landscaping shall be provided in accordance with the City of Laredo Land Development Code.
8. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
9. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
10. Signage shall be consistent with the City's Sign Ordinance for a B-1 Zoning District.
11. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
12. The shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
13. The establishment shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.

14. The establishment shall undergo an annual Fire Inspection.
15. The establishment shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
16. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.
17. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
18. Nothing herein, including but not limited to the issuance of a Special Use Permit, is intended to, nor shall it be interpreted as legalizing or applying to the delivery, furnishing, transferring, possessing or manufacture of drug paraphernalia or any use otherwise prohibited by state or federal law, including without limitation, Texas Health & Safety Code §481.125.
19. Establishment shall have an isolated HVAC systems to remove smoke and odors and shall be compliant with the Laredo Land Development Code and Code of Ordinances.
20. ~~Smoking establishments with alcohol sales, alcohol serving, and on-premise alcohol consumption is prohibited, as per the City of Laredo Code of Ordinances, Chapter 15, Article VI.~~
21. A business entity, which has been granted a special use permit, is required to report (on a form approved by the Building Official or designee) any change in the entity's ownership status which occurs by virtue of the transfer of a majority of its stock or a majority of its membership interest to the City of Laredo Building Services Building Official or designee. Any change in ownership interest (occurring by virtue of the transfer of a majority of its stock or a majority of its membership interest) shall be deemed a transfer of the business and the existing special use permit shall be null, void and of no force or effect. In every instance of transfer of ownership a new special use permit application is required to be submitted and shall be processed as a new special use permit request.
22. Any use allowed under the current zone or proposed special use permit is required to abide by all applicable municipal codes.

Section 3: This ordinance shall be published in a manner provided by Section 2.09(D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/4/2026 **Final Readings 33.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately the south 87.3 feet of Lot 6 and east 20.56 feet of south 87.30 feet of Lot 7 and west 35 feet of the south 47.82 feet of Lot 7, Block 34, Eastern Division, as further described by metes and bounds in attached “Exhibit A”, located at 1102 Cedar Avenue, from R-O (Residential/Office District) to B-3 (Community Business District).

ZC-027-2026
District III

Council District: District 3 **Zone Case:** ZC-027-2026

Letters sent to property owners: 27

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning and Zoning Commission in a 9 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-027-2026 – Comprehensive Plan Alignment

---

1. Level of Alignment

☑ **Weak/None** – Lacks identifiable alignment or conflicts with existing verbatim goals or policies.

---

2. Supporting Goal(s)/Policy(ies)

Future Land Use – Downtown Mixed-Use

"Downtown Mixed-Use includes CBD, R-1, R-2, R-3, R-1B, R-1A, and R-O districts."
Page 1.9
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The subject property is designated **Downtown Mixed-Use** on the Future Land Use Map. The proposed rezoning to **B-3 (Community Business District)** is not included within the districts identified for this land use category, indicating a direct inconsistency with the Comprehensive Plan's prescribed zoning framework.

Growth and Development Consistency

"Promote orderly growth and development that is consistent with the Future Land Use Map."
Page 1.5
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The requested rezoning does not align with the Future Land Use designation. Introducing a B-3 district in an area designated for Downtown Mixed-Use undermines the Plan's intent to guide development patterns and maintain consistency between zoning and adopted land use policy.

Land Use Compatibility Policy

"Encourage land use patterns that promote compatibility between adjacent uses and minimize conflicts."

Page 1.6
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The proposal introduces a zoning classification that staff acknowledges would create an **isolated zoning district**. While the use currently exists and buffers (streets and infrastructure) provide some separation from residential uses, the designation of an isolated district conflicts with the Plan's emphasis on cohesive and compatible land use patterns.

---

3. Summary of Alignment

Agenda Item ZC-027-2026 demonstrates **Weak/None alignment** with the Viva Laredo Comprehensive Plan. The proposed rezoning to B-3 is not consistent with the **Downtown Mixed-Use** Future Land Use designation, which does not include B-3 districts. This represents a clear deviation from the Plan's land use framework and undermines the policy direction to promote zoning consistency with adopted land use categories.

Additionally, the proposal results in an **isolated zoning district**, which conflicts with the Plan's goal of encouraging compatible and cohesive development patterns. While the request may reflect existing conditions and includes contextual considerations such as adjacent infrastructure and established use, these factors do not overcome the inconsistency with the Comprehensive Plan.

The agenda item raises considerations related to **land use compatibility**, **downtown planning integrity**, and **policy consistency**, but does not substantively support the Plan's stated goals.

---

4. Additional Requirements

All cited goals and policies are quoted directly from the *Viva Laredo City of Laredo Comprehensive Plan*. Relevant verbatim policies were identified and applied.

Conclusion:
The proposed rezoning under Agenda Item ZC-027-2026 demonstrates **Weak/None alignment** with the Viva Laredo Comprehensive Plan.

City Council-Regular Meeting

Date: 05/4/2026

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Professional Clean Services, Inc. Owner; Francisco Garcia & Martha I. Cruz Garcia, Applicant/Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Ordinance 2026-O-94 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately the south 87.3 feet of Lot 6 and east 20.56 feet of south 87.30 feet of Lot 7 and west 35 feet of the south 47.82 feet of Lot 7, Block 34, Eastern Division, as further described by metes and bounds in attached "Exhibit A", located at 1102 Cedar Avenue, from R-O (Residential/Office District) to B-3 (Community Business District).

ZC-027-2026
District III

PREVIOUS COUNCIL ACTION
On April 20, 2026, the City Council made a motion to introduce the item.

BACKGROUND

Council District: III – Cm. Melissa R. Cigarroa

Proposed use: The proposed use is for a car lot.

Site: The site is currently occupied by a used car lot.

Surrounding land uses: To the north of the site is Guadalupe Street, Cedar Avenue, the Outlet Furniture Store, a vacant building Los Jacales restaurant, and single-family residential uses. To the east of the site is Chihuahua Street, CVS Pharmacy, Logan Avenue, Total Makeover Spa & Salon, and a vacant commercial building. To the south of the site is Chihuahua Street, Cedar Avenue, Lexington Avenue, Rosario Street, vacant lot, junk yard (inoperable vehicles), single-family residential uses, multi-family residential uses (apartments and a duplex), Stor-In-Town mini storages. To the west of the site is a bridge system located between Guadalupe and Chihuahua Street, vacant land, the Kansas City Southern Railroad, vacant commercial buildings, Chihuahua Street, and Guadalupe Street.

Comprehensive Plan: The Future Land Use Map recognizes this area as Downtown Mixed-Use.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Chihuahua Street as an Industrial Collector and identifies Cedar Avenue as a Local Street.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 27
Inside 200 feet:
In Favor: 0 **Opposed:** 0

Outside 200 feet:
In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION
The Planning and Zoning Commission in a 9 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION
Staff supports the proposed zone change for the following reasons:

1. The proposed zone change is appropriate at this location, as the proposed site abuts Chihuahua, which is identified as an industrial collector on the Thoroughfare Plan.

2. Chihuahua Street serves as a buffer between the proposed site and the residential uses to the south, while Guadalupe acts a buffer between the proposed site and the residential uses to the north.

3. Although, the proposed zone change is not in conformance with the Comprehensive Plan's designation as Downtown Mixed-Use (CBD, R-1, R-2, R-3, R-1B, R-1A, R-O, AE), it is not anticipated to negatively impact with the surrounding area, as the proposed use is already established.

Notice to the owner/applicant:
1. The approval of the zone change does not guarantee the issuance of the building permit and requires full compliance with all applicable municipal codes and regulations.

2. Any proposed use may require demolition for on-site parking or an accommodation of off-site parking or shared parking. Off-site parking must be within 1000 feet of the proposed site.

IMPACT ANALYSIS

B-3. The purpose of the B-3 District (Community Business District) is to provide for those businesses and services serving a trade area larger than a neighborhood, but smaller than the entire City and located primarily along minor or principal arterial streets, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily abutting minor or principal arterial streets while preserving established residential neighborhoods along such streets.
.

Is this change contrary to the established land use pattern?
The vicinity of the site are residential and commercial uses. However, a large portion is bridge system between Guadalupe and Chihuahua Street, as well as the Kansas City Southern Railroad.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes. The proposed zone will create an isolated zoning district

Will change adversely influence living conditions in the neighborhood?

No. The proposed zone change is not anticipated to have a negative impact with the surrounding area or neighborhoods since it seems the proposed use is already existing.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing zone does not allow for a car lot as intended by the applicant.

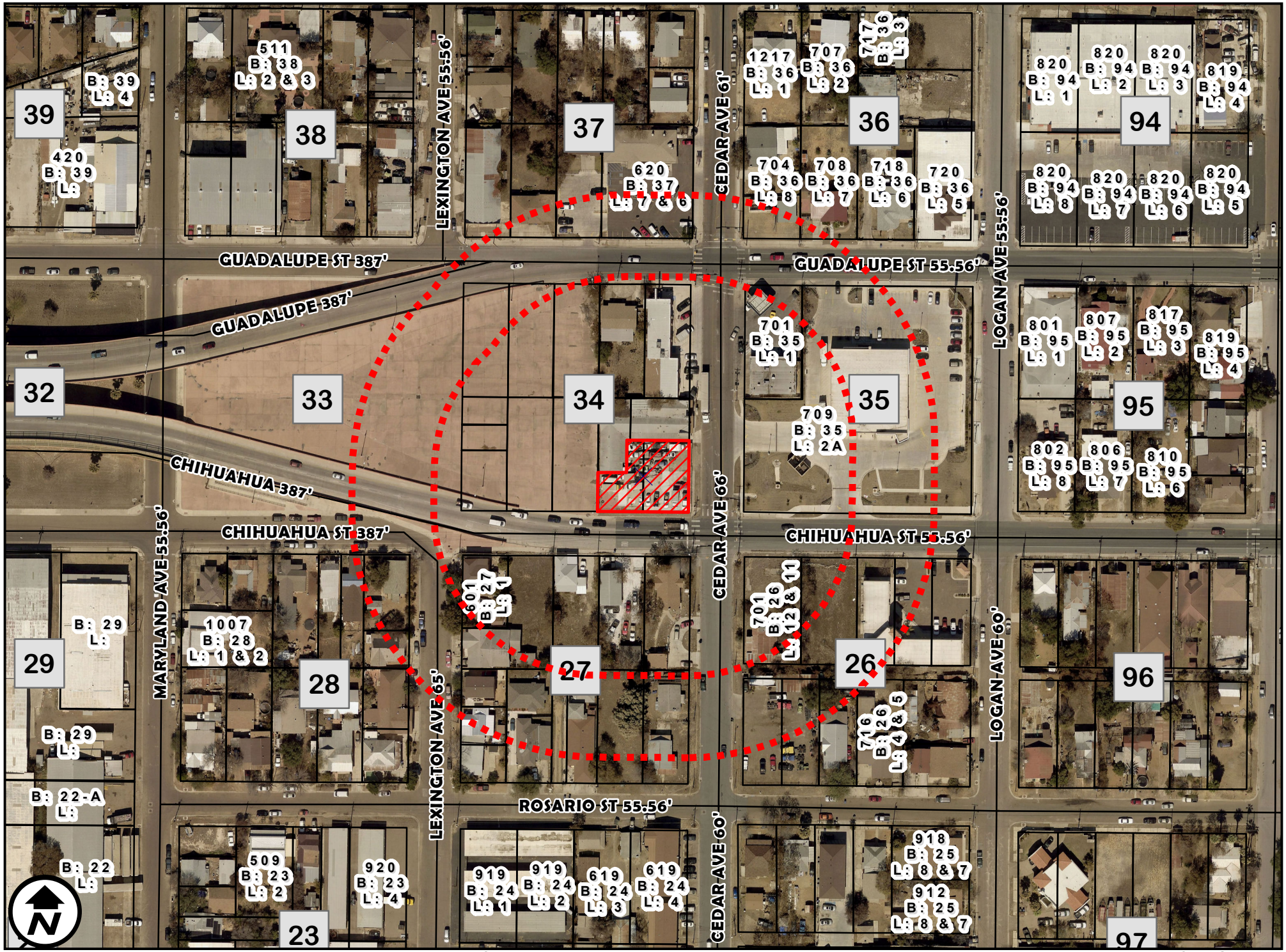
Attachments:

Comp Plan Alignment

Maps

Zone Change Signage

Final Ordinance

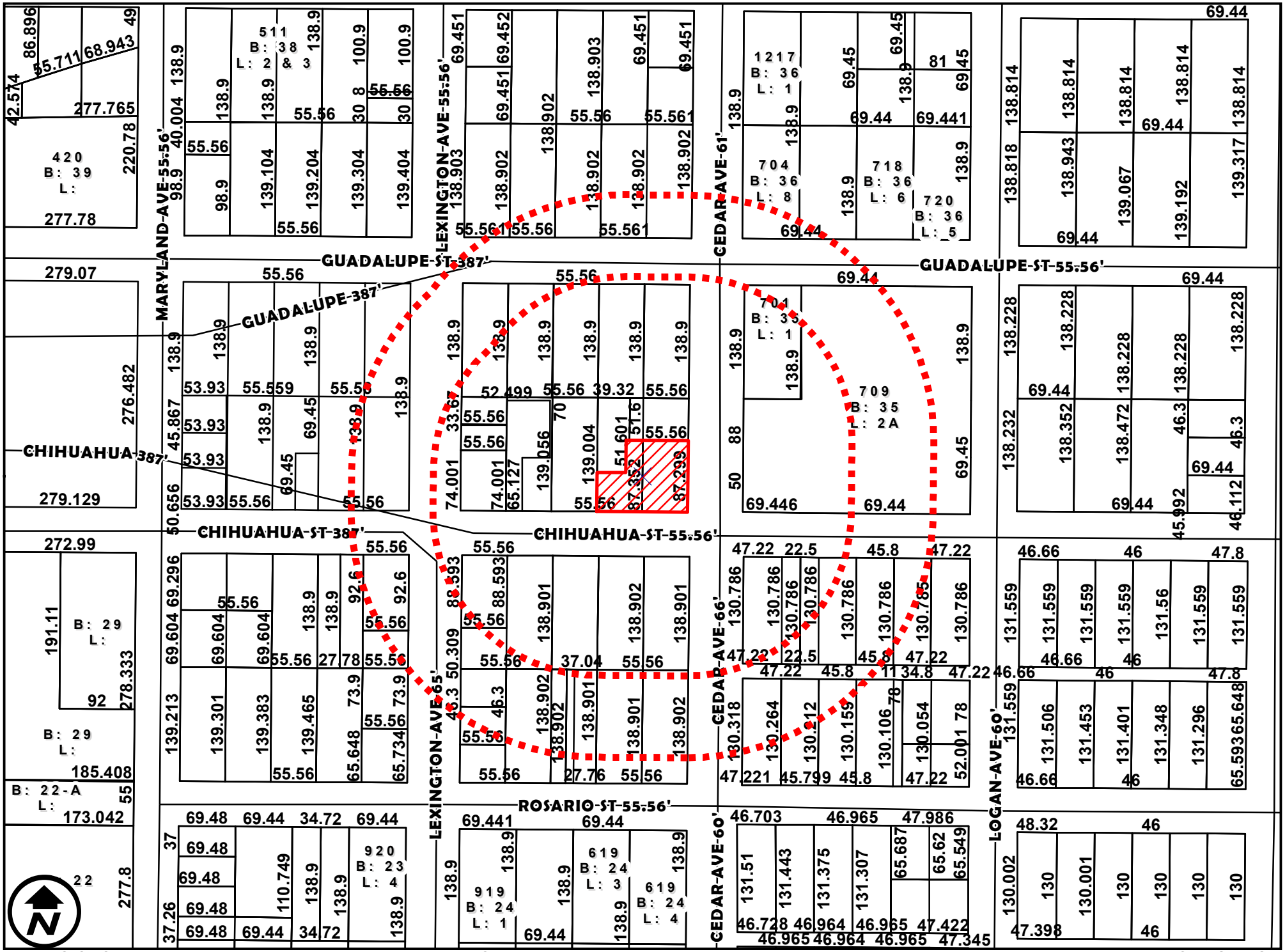


AERIAL MAP

1 inch = 150 feet

ZC-027-2026
COUNCIL DISTRICT 3
1102 CEDAR AVENUE

APPLICATION F
R-O (RESIDENTIAL/OFFICE DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)



DIMENSIONS MAP

1 inch = 150 feet

ZC-027-2026

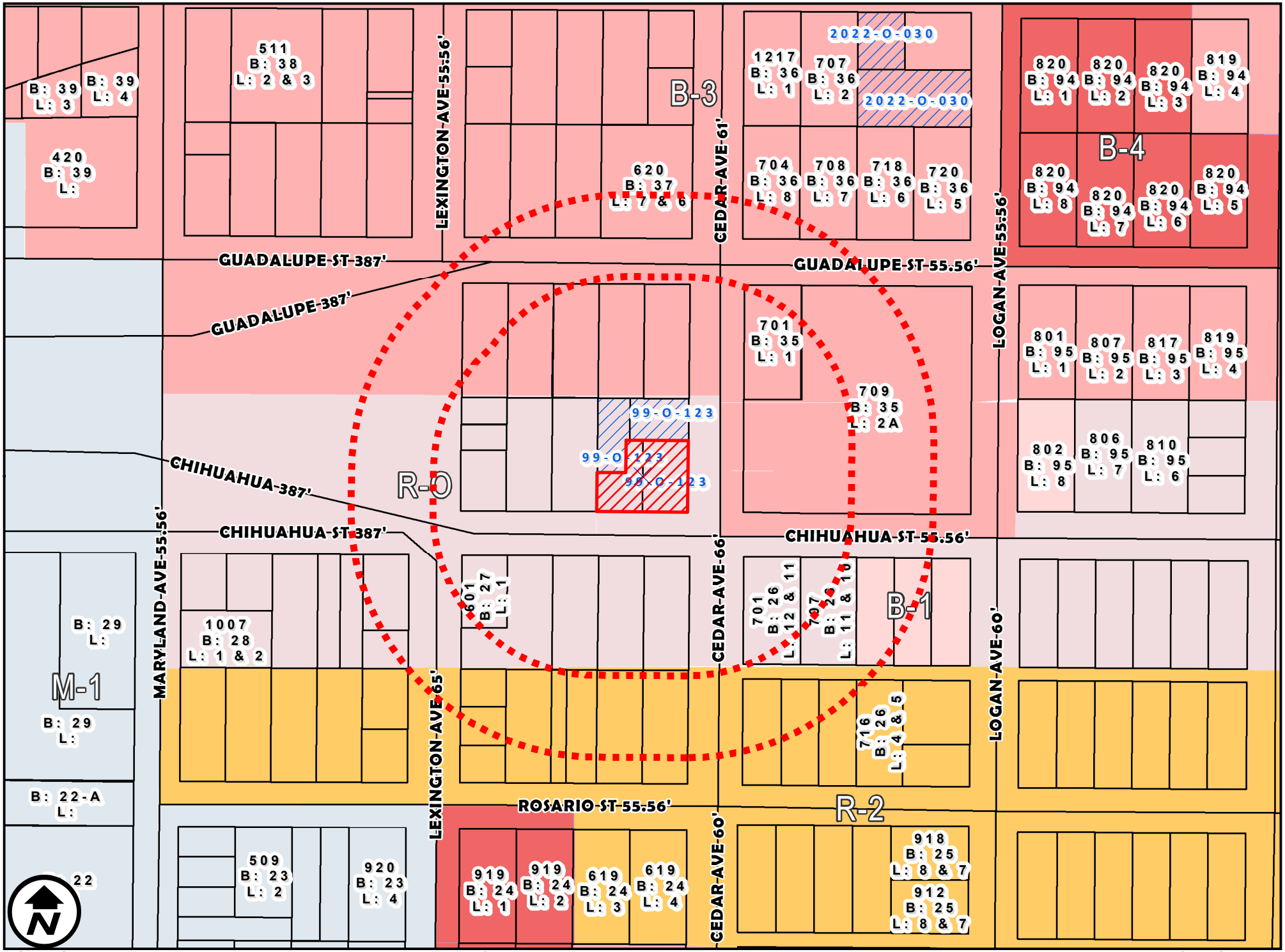
COUNCIL DISTRICT 3

1102 CEDAR AVENUE

APPLICATION F

R-O (RESIDENTIAL/OFFICE DISTRICT)

B-3 (COMMUNITY BUSINESS DISTRICT)

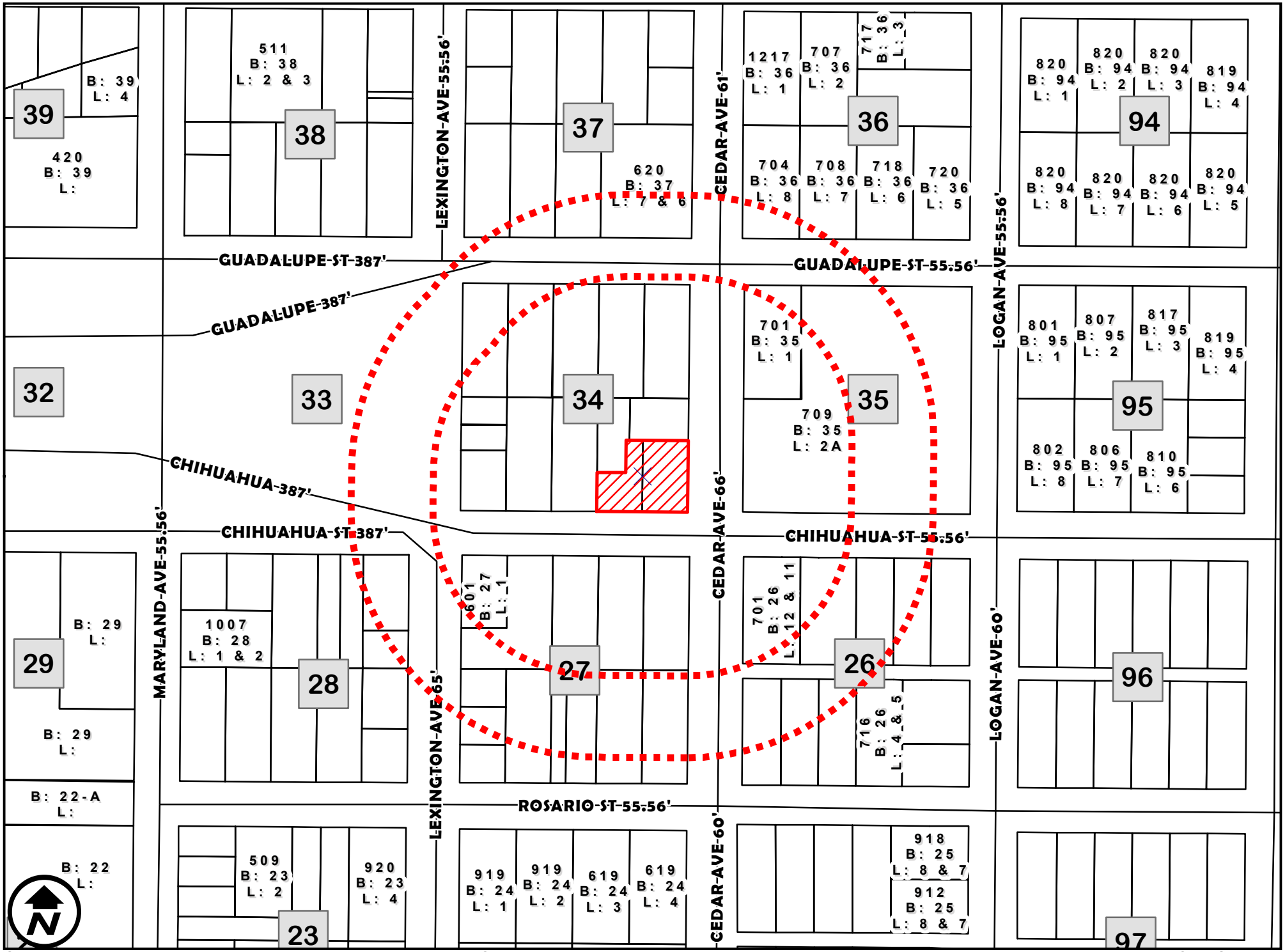


ZONING MAP

1 inch = 150 feet

ZC-027-2026
COUNCIL DISTRICT 3
1102 CEDAR AVENUE

APPLICATION F
R-O (RESIDENTIAL/OFFICE DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)

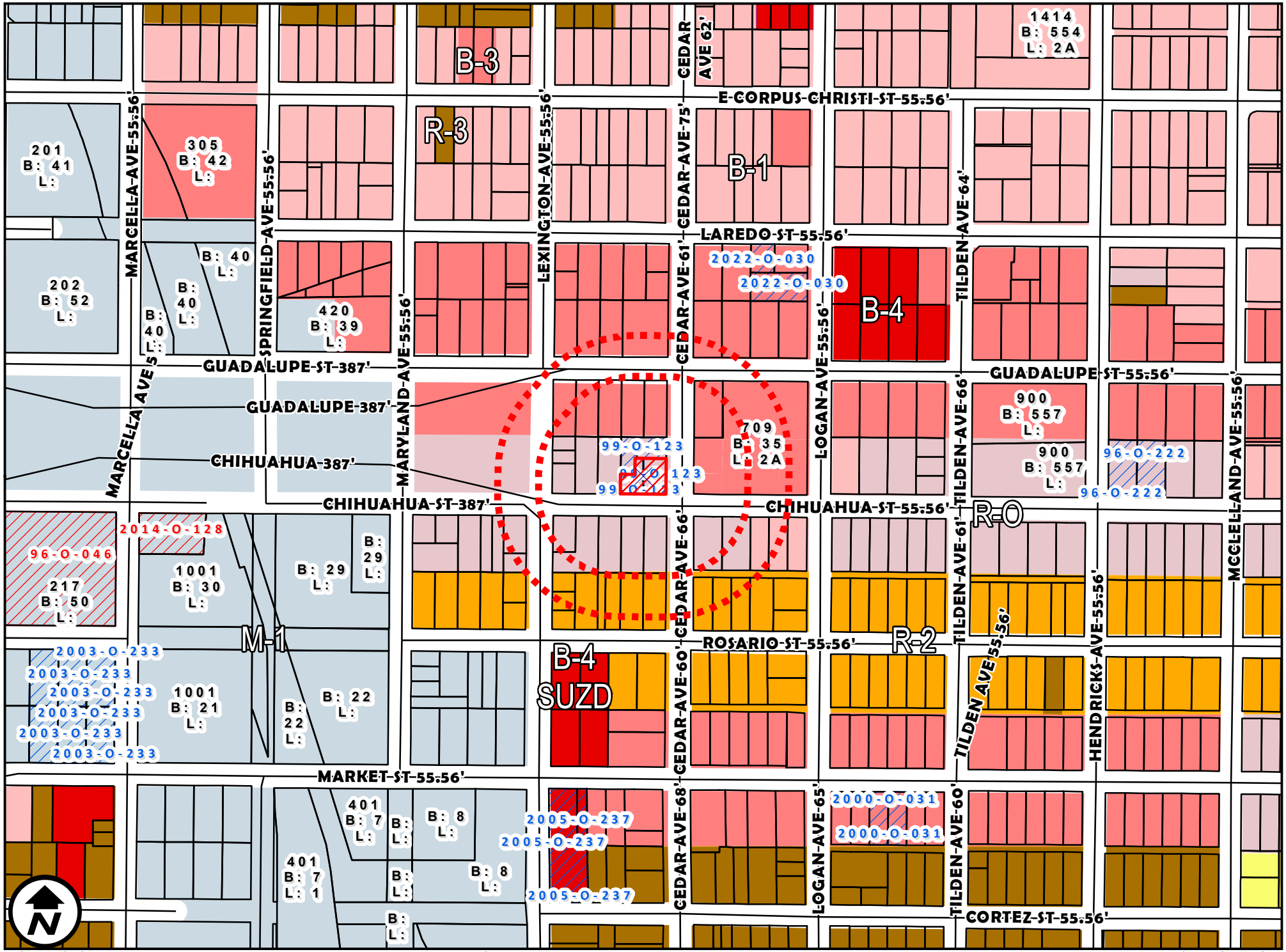


SURVEY MAP

1 inch = 150 feet

ZC-027-2026
COUNCIL DISTRICT 3
1102 CEDAR AVENUE

APPLICATION F
R-O (RESIDENTIAL/OFFICE DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)

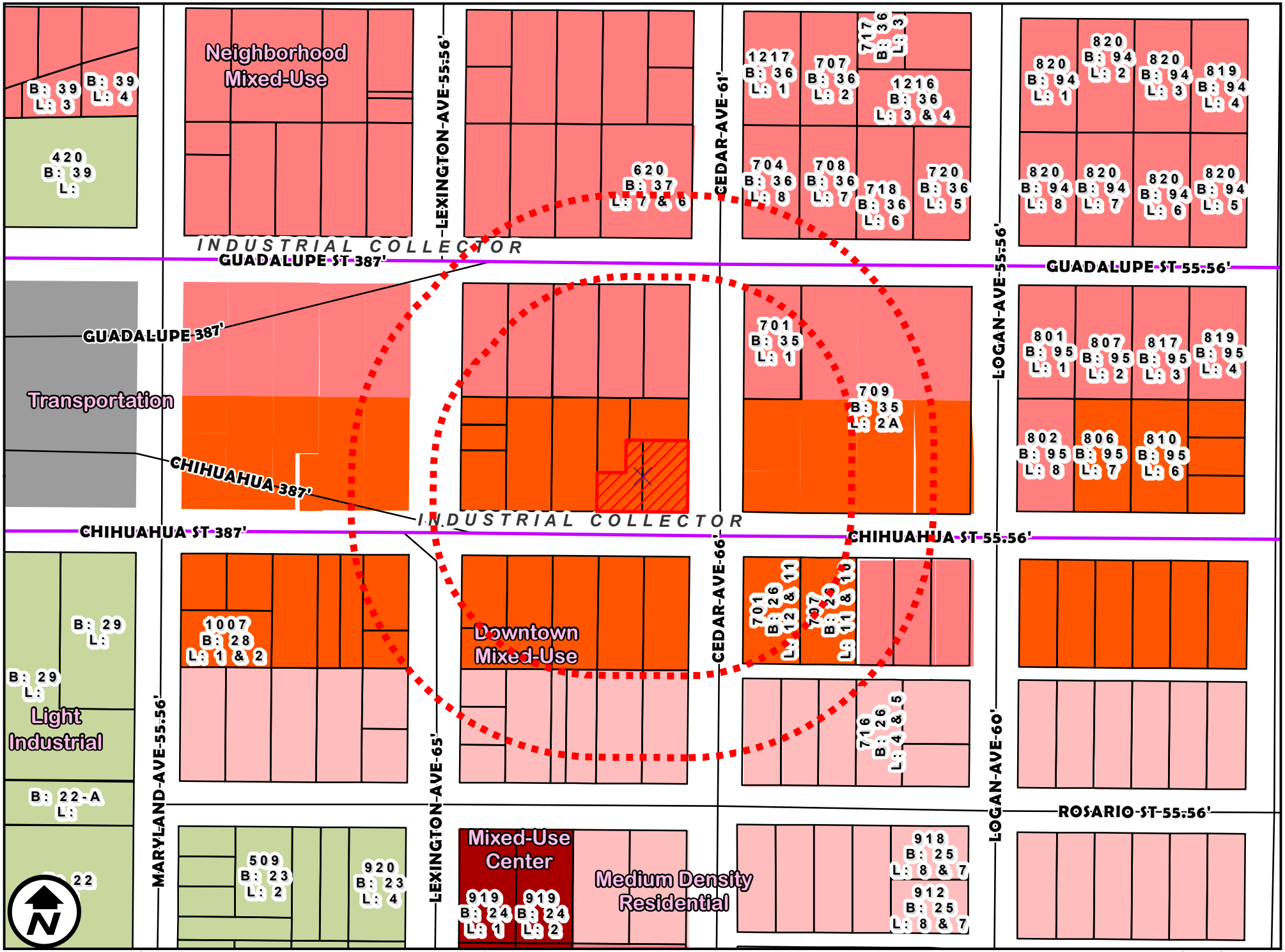


ZONING OVERVIEW

1 inch = 300 feet

ZC-027-2026
COUNCIL DISTRICT 3
1102 CEDAR AVENUE

APPLICATION F
R-O (RESIDENTIAL/OFFICE DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)



FUTURE LANDUSE

1 inch = 150 feet

ZC-027-2026
COUNCIL DISTRICT 3
1102 CEDAR AVENUE

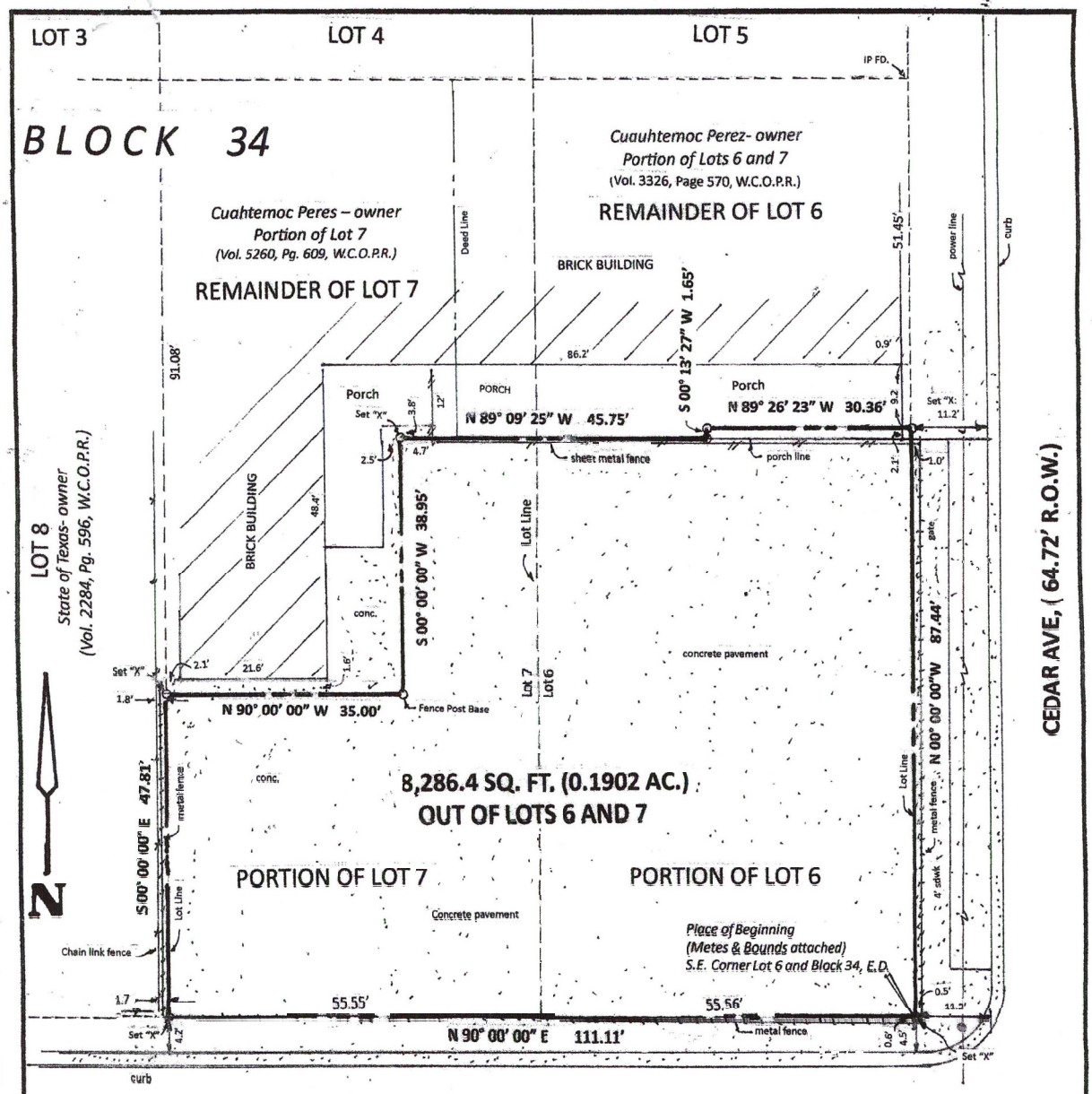
APPLICATION F
R-O (RESIDENTIAL/OFFICE DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)

200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-027-2026
COUNCIL DISTRICT 3
1102 CEDAR AVENUE

APPLICATION F
R-O (RESIDENTIAL/OFFICE DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)



LEGEND
I.P.- Iron Pin D.E.- Drainage easement
P.L.- Property Line B.L.- Building Line
U.E. - Unity Easement

NOTES:
1) Utilities in easements are not shown. 2) This survey has been prepared with the reasonable expectation that it will be paid within 30 days of date below. 3) This survey is copyrighted material and may not be reproduced without the written permission of the undersigned surveyor; except as necessary for the transaction for which it is intended. 4) This survey shall consist entirely of this document with the original "wet" seal and blue ink signature. 5) Properties not described as complete lots or described by Metes & Bounds may need to be platted or replatted in order to obtain utility & building permits.

Subject to recorded restrictive covenants and/or easements as follows: Per Title Commitment Dated : _____ GF# not provided.

Vol. 7 Pg. 18 Webb County Plat Records
Vol. _____ Pg. _____ Records
Vol. _____ Pg. _____ Records
Vol. _____ Pg. _____ Records

Bearing basis: Chihuahua St. R.O.W. per subd. Plat N 90° 00' 00" E.

CLIENT: FRANCISCO GARCIA
PROFESSION CLEAN SERVICE, INC.

SURVEY OF

A TRACT OF LAND CONTAINING 8,286.4 SQUARE FEET (0.1902 ACRE), MORE OR LESS, OUT OF LOTS 6 AND 7, BLOCK 34, SITUATED IN THE EASTERN DIVISION OF THE CITY OF LAREDO, PER THE J.A. ORTIZ RE-PLAT RECORDED IN VOLUME2, PAGE 18, OF THE WEBB COUNTY, TEXAS, PLAT RECORDS. (METES AND BOUNS ATTACHED)

ADDRESS: 1102 CEDAR AVE.

SURVEY NO. 15602

Scale: 1" = 20'

This property ☐ is ☑ is not located within a flood hazard area and is within Zone X according to Flood Insurance Rate Map No. 48479C1215C, F.I.R.M. Date: APRIL 2,2008

SURVEYOR'S CERTIFICATION

I hereby certify that this survey is true and correct and was prepared from an actual survey of the property made on the ground under my supervision, this 24 TH day of NOVEMBER, 2025.

Signed: _____
J. Ricardo Sanchez
R.P.L.S. # 4232

STATE OF TEXAS REGISTERED J. RICARDO SANCHEZ 4232 PROFESSIONAL LAND SURVEYOR

SANCHEZ ENGINEERING, INC.
P.O. BOX 2654
LAREDO, TEXAS 78044
(956) 723-5578
Texas Land Surveying Firm No. 10111000

ZC-027-2026
ATTENTION
PROPOSED
ZONE CHANGE
FROM R-O TO B-3
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO. 2026-O-94

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY THE SOUTH 87.3 FEET OF LOT 6 AND EAST 20.56 FEET OF SOUTH 87.30 FEET OF LOT 7 AND WEST 35 FEET OF THE SOUTH 47.82 FEET OF LOT 7, BLOCK 34, EASTERN DIVISION, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED "EXHIBIT A", LOCATED AT 1102 CEDAR AVENUE, FROM R-O (RESIDENTIAL/OFFICE DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on approximately the south 87.3 feet of Lot 6 and east 20.56 feet of south 87.30 feet of Lot 7 and west 35 feet of the south 47.82 feet of Lot 7, Block 34, Eastern Division, as further described by metes and bounds in attached "Exhibit A", located at 1102 Cedar Avenue, from R-O (Residential/Office District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on March 19, 2026; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on April 20, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

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

Section 1: The Zoning Map of the City of Laredo is hereby amended on approximately the south 87.3 feet of Lot 6 and east 20.56 feet of south 87.30 feet of Lot 7 and west 35 feet of the south 47.82 feet of Lot 7, Block 34, Eastern Division, as further described

by metes and bounds in attached “Exhibit A”, located at 1102 Cedar Avenue, from R-O (Residential/Office District) to B-3 (Community Business District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/4/2026 **Final Readings 34.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 3 and the east 18 feet of Lot 2, Block 978, Eastern Division, as further described by metes and bounds in attached “Exhibit A”, located at 1803 East Reynolds Street, from R -1 (Single Family Residential District) to R-2 (Multi-Family Residential District). (As Amended).

ZC-031-2026
District IV

Council District: District 4 **Zone Case:** ZC-031-2026

Letters sent to property owners: 25

In Favor (within 200 radius): 1
Opposed (within 200 radius): 1

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve with changes
The Planning and Zoning Commission in a 9 to 0 vote recommended denial of the proposed R-3 zone change. However, the Planning and Zoning Commission in a 9 to 0 vote recommended approval of the proposed R-2 zone change.

STAFF RECOMMENDATION - Does not support
Staff does not support the proposed R-3 zone change.

ZC-031-2026 – Comprehensive Plan Alignment

---

1. Level of Alignment

☑ **Weak/None** – Lacks identifiable alignment or conflicts with existing verbatim goals or policies.

---

2. Supporting Goal(s)/Policy(ies)

Future Land Use – Low Density Residential

"Low Density Residential includes R-1, R-1MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions."
Page 1.9
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The subject property is designated **Low Density Residential** on the Future Land Use Map. The proposed rezoning to **R-3 (Mixed Residential District)** is not included within this designation. Therefore, the request is inconsistent with the Plan's prescribed zoning districts for Low Density Residential areas.

Growth and Development Consistency

"Promote orderly growth and development that is consistent with the Future Land Use Map."
Page 1.5
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The proposed rezoning introduces a higher-density residential classification that is not supported by the Future Land Use designation. This conflicts with the Plan's directive to align zoning decisions with adopted land use policies.

Land Use Compatibility Policy

"Encourage land use patterns that promote compatibility between adjacent uses and minimize conflicts."
Page 1.6
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
Although there are some mixed residential uses north of the site, the subject property is located within an area predominantly zoned and developed as **R-1 (single-family residential)**. Introducing R-3 zoning may create a transition inconsistency within the neighborhood, particularly since Reynolds Street functions as a boundary between different zoning intensities.

---

3. Summary of Alignment

Agenda Item ZC-031-2026 demonstrates **Weak/None alignment** with the Viva Laredo Comprehensive Plan. The proposed rezoning to R-3 conflicts with the **Low Density Residential** Future Land Use designation, which does not include R-3 zoning districts. This represents a direct inconsistency with the Plan's land use framework and its policy direction for orderly development.

While the existing use (tri-plex) and nearby mixed residential development provide some contextual support, these factors do not override the inconsistency with the Comprehensive Plan. The proposal introduces a higher-density residential classification into an area intended for lower-density development, potentially disrupting the intended neighborhood character.

The agenda item primarily raises concerns related to **land use consistency**, **neighborhood compatibility**, and **growth management**, and does not substantively support the Plan's stated goals.

---

4. Additional Requirements

All cited goals and policies are quoted directly from the *Viva Laredo City of Laredo Comprehensive Plan*. Relevant verbatim policies were identified and applied.

Conclusion:
The proposed rezoning under Agenda Item ZC-031-2026 demonstrates **Weak/None alignment** with the Viva Laredo Comprehensive Plan.

City Council-Regular Meeting

Date: 05/4/2026
Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Lorenza Moreno, Owner; Rose E. Varela, Application; Rose E. Varela & Claudia Fuentes, Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Ordinance 2026-O-96 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 3 and the east 18 feet of Lot 2, Block 978, Eastern Division, as further described by metes and bounds in attached "Exhibit A", located at 1803 East Reynolds Street, from R-1 (Single Family Residential District) to R-3 (Mixed Residential District). As Amended.

ZC-031-2026
District IV

PREVIOUS COUNCIL ACTION
On April 20, 2026, the City Council made a motion to introduce the item.

BACKGROUND

Council District: IV – Cm. Ricardo "Rick" Garza

Proposed use: The proposed use is for a tri-plex.

Site: The site is currently occupied by a tri-plex.

Surrounding land uses: To the north of the site is Reynolds Street, Stewart Street, mixed residential uses such as apartments, manufactured homes, and single-family residential uses. To the east of the site is Buena Vista Avenue, Urbahn Avenue, and primarily single-family residential uses. To the south of the site is O'Kane Street, Clark Boulevard and single-family residential uses. To the west of the site is Tapeyste Avenue, Mendiola Avenue, single-family residential uses, and vacant land.

Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Reynolds Street as a Local Street.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 25

Inside 200 feet:		**Outside 200 feet:**	
In Favor: 1	**Opposed:** 1	**In Favor:** 0	**Opposed:** 0

COMMITTEE RECOMMENDATION
The Planning and Zoning Commission in a 9 to 0 vote recommended denial of the proposed R-3 zone change. However, the Planning and Zoning Commission in a 9 to 0 vote recommended approval of the proposed R-2 zone change.

STAFF RECOMMENDATION
Staff does not support the proposed zone change for the following reasons:

1. The proposed zone change is not in conformance with the Comprehensive Plan's designation as Low Density Residential (R-1, R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O), which does not include R-3 zoning districts.

2. Reynolds Street serves as a transition between the R-1 and R-3 zoning districts. The area located south of Reynolds Street, where the proposed site is located, is predominantly zoned R-1.

Notice to the owner/applicant:
1. The approval of the zone change does not guarantee the issuance of the building permit and requires full compliance with all applicable municipal codes and regulations.

IMPACT ANALYSIS
R-3. The purpose of the R-3 (Mixed Residential District) is to provide an area for higher density residential uses, the use of mobile homes on single lots, and those public and semi-public uses normally considered an integral part of the neighborhood they serve.

Is this change contrary to the established land use pattern?
There are multi-family uses to the north of the site.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. There are R-3 zoning districts across Reynolds Street.

Will change adversely influence living conditions in the neighborhoods?
No. The proposed zone change is not anticipated to have a negative impact with the surrounding area or neighborhoods since the proposed use has been existing for years.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing zone does not allow for a tri-plex as intended by the applicant.

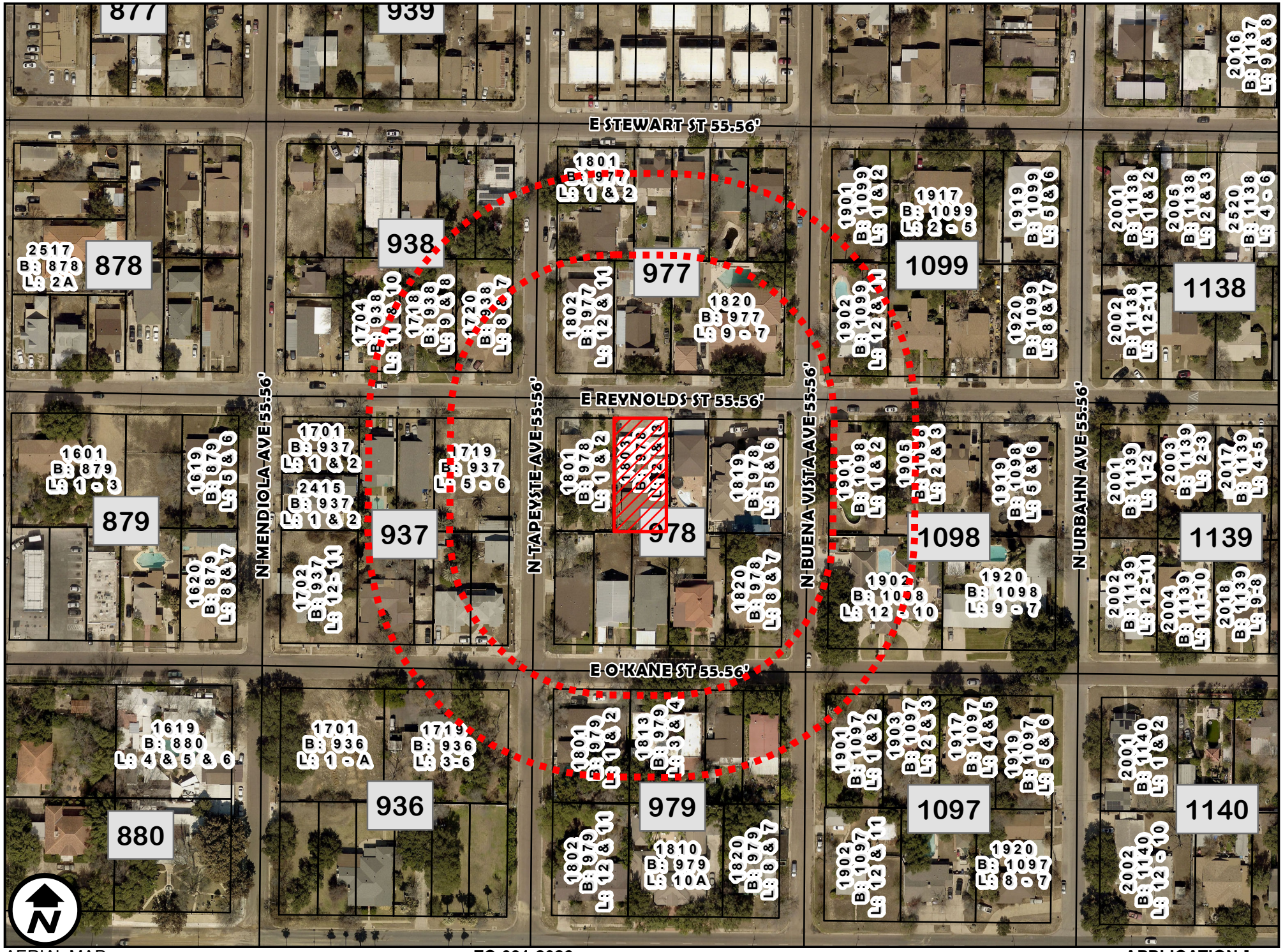
Attachments:

Comp Plan Alignment

Maps

Zone Change Signage

Final Ordinance

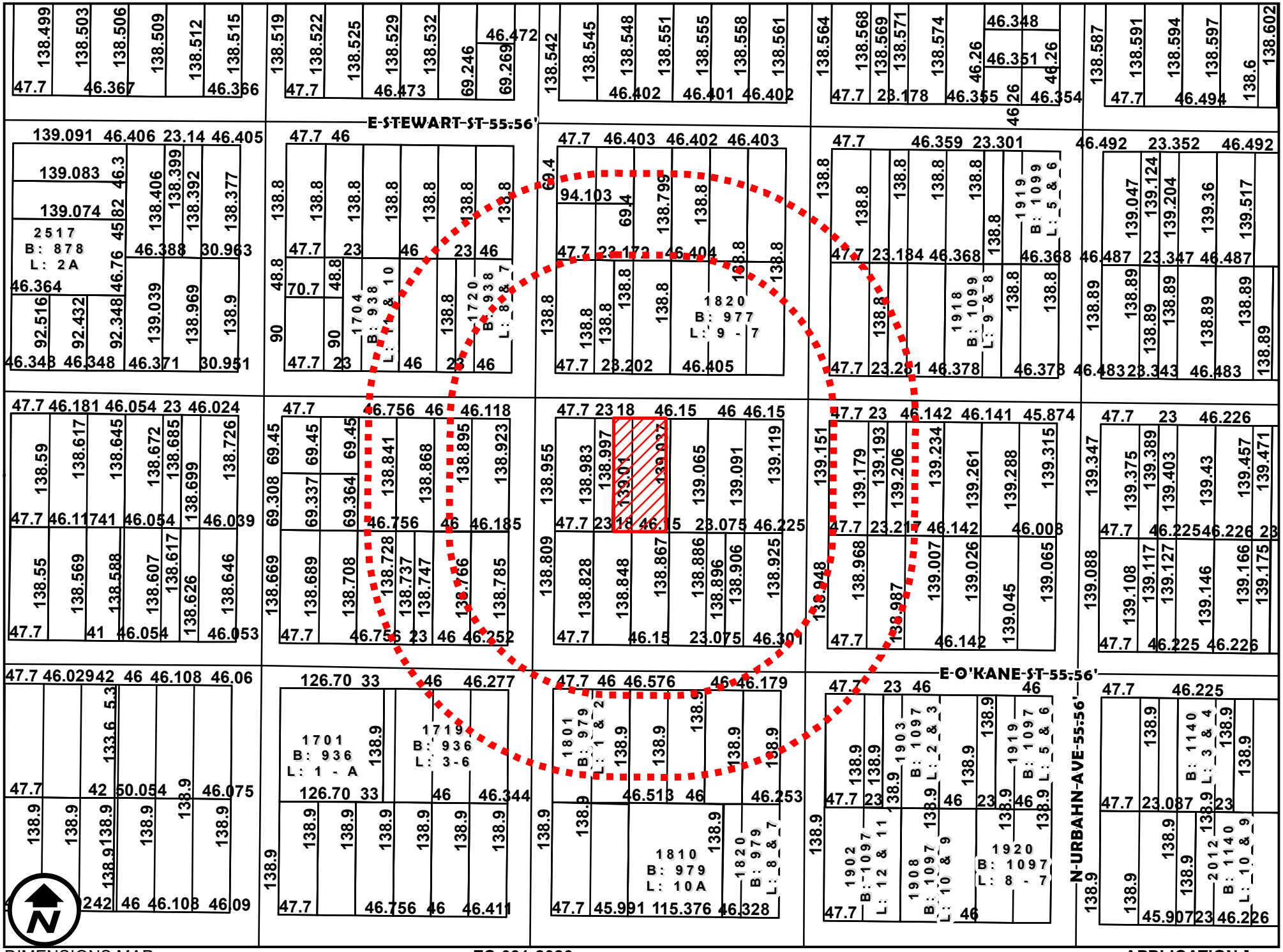


AERIAL MAP

1 inch = 150 feet

ZC-031-2026
COUNCIL DISTRICT 4
1803 EAST REYNOLDS STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)

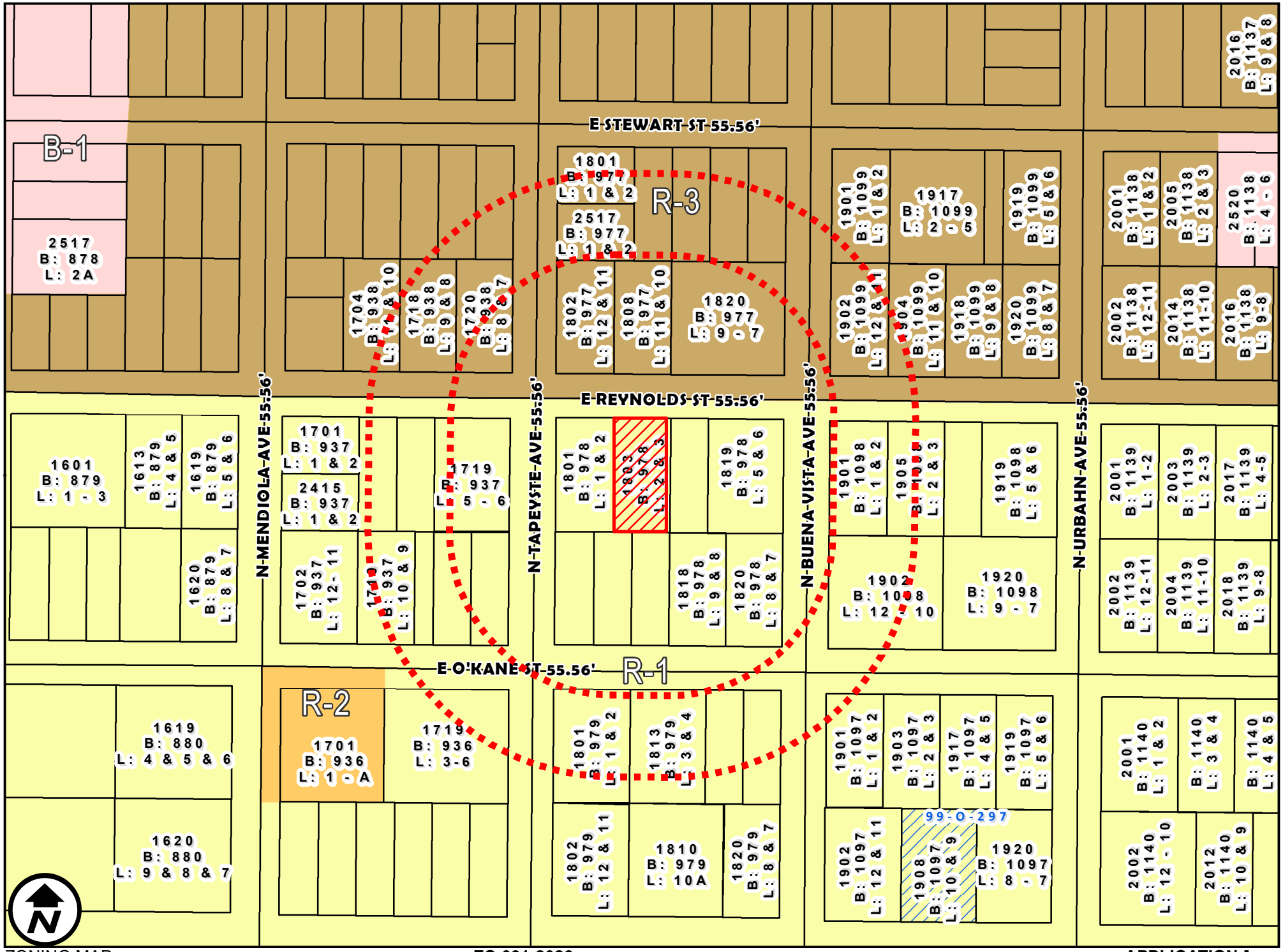


DIMENSIONS MAP

1 inch = 150 feet

ZC-031-2026
COUNCIL DISTRICT 4
1803 EAST REYNOLDS STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)



ZONING MAP

1 inch = 150 feet

ZC-031-2026
COUNCIL DISTRICT 4
1803 EAST REYNOLDS STREET

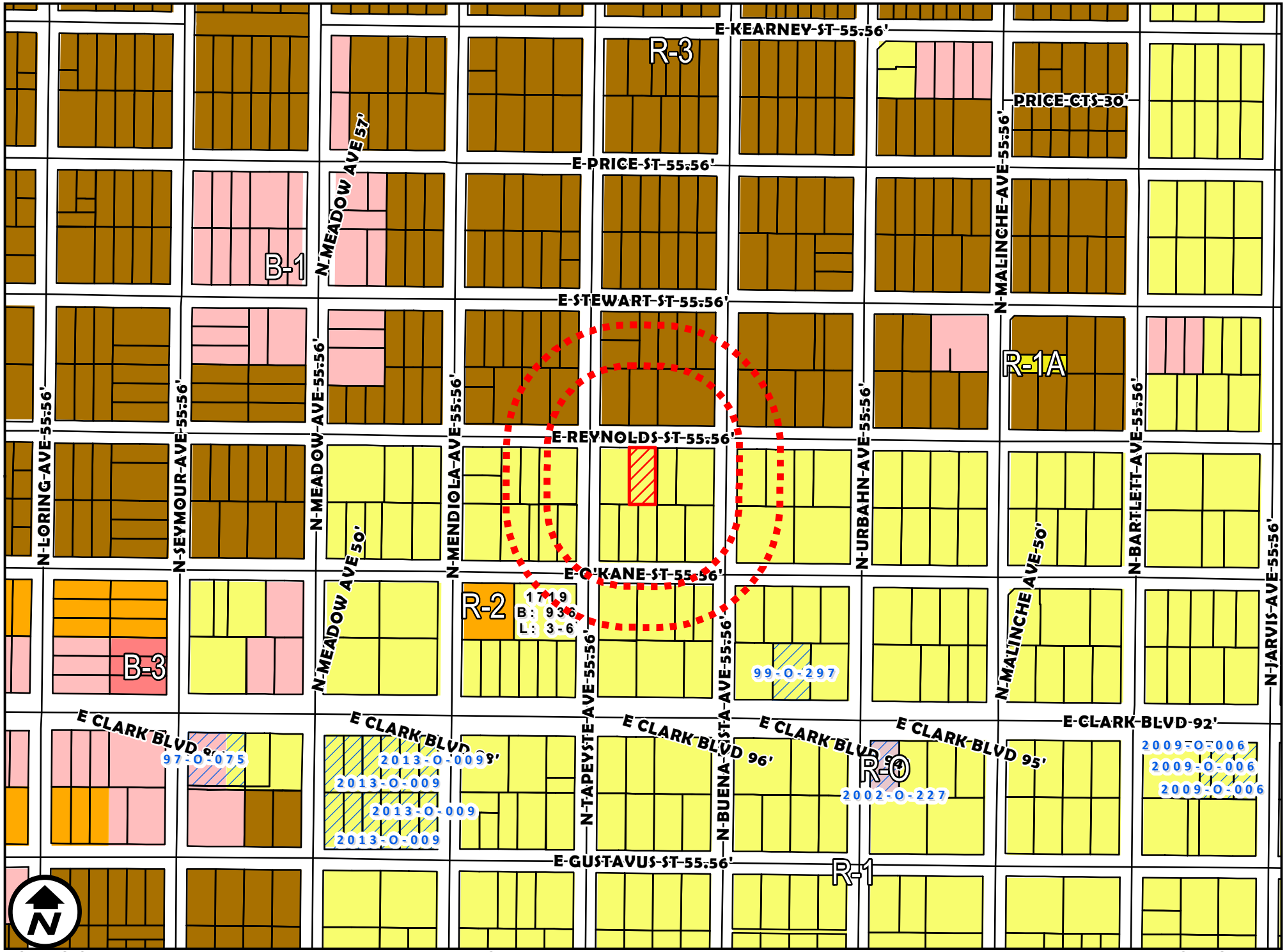
APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)

SURVEY MAP

1 inch = 150 feet

ZC-031-2026
COUNCIL DISTRICT 4
1803 EAST REYNOLDS STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)

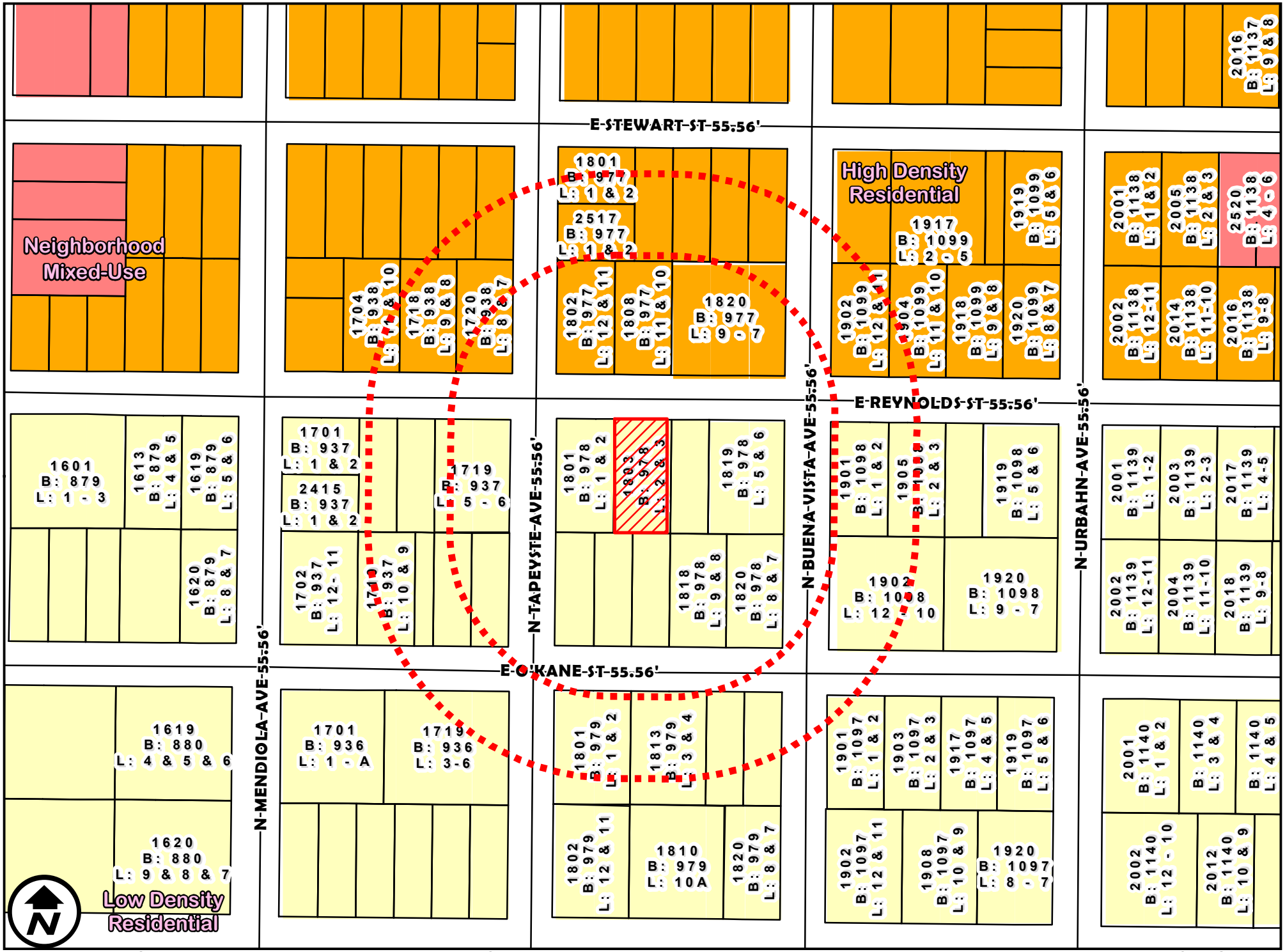


ZONING OVERVIEW

1 inch = 300 feet

ZC-031-2026
COUNCIL DISTRICT 4
1803 EAST REYNOLDS STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)

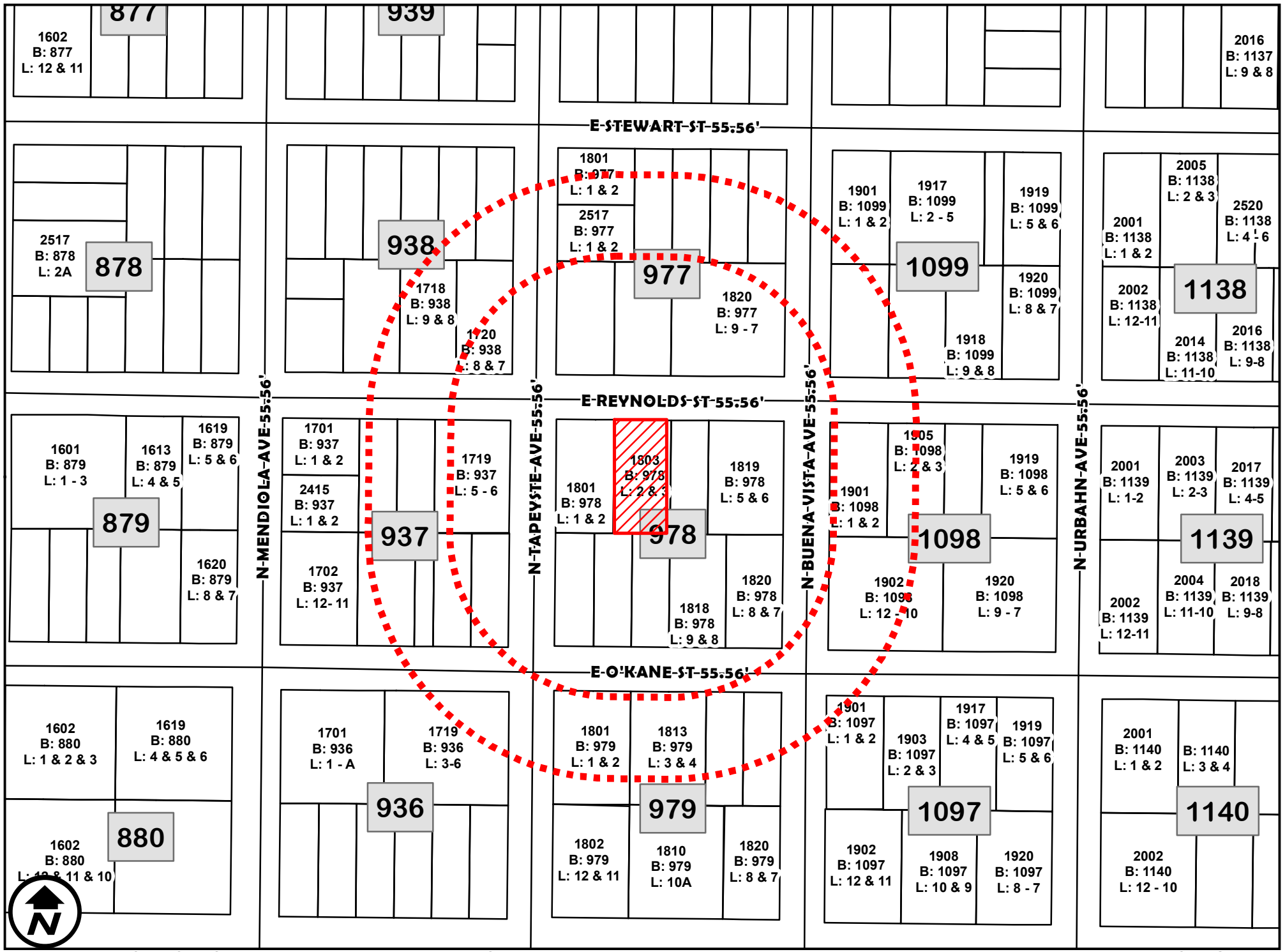


FUTURE LANDUSE

1 inch = 150 feet

ZC-031-2026
COUNCIL DISTRICT 4
1803 EAST REYNOLDS STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-3 (MIXED RESIDENTIAL DISTRICT)

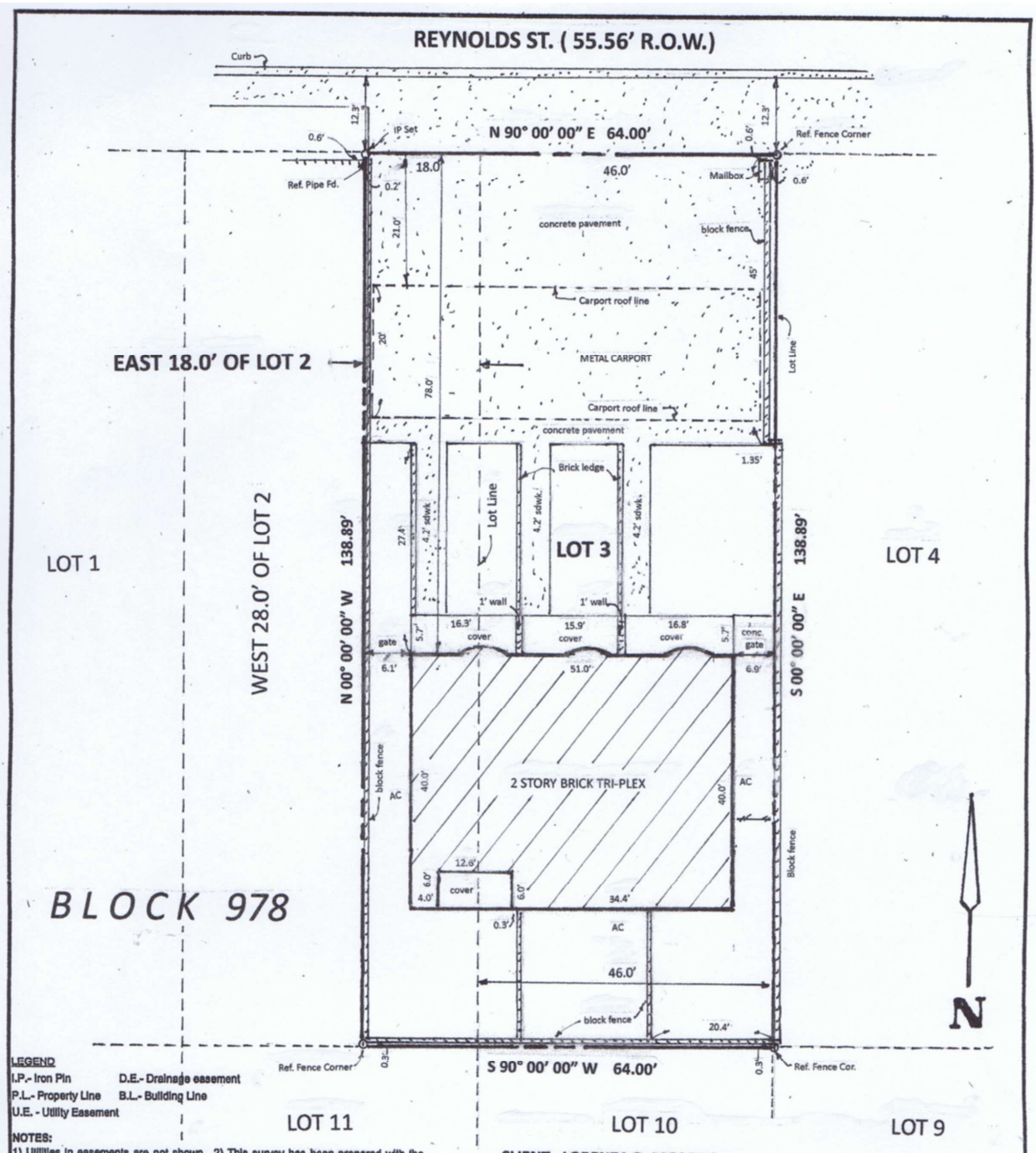


200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-031-2026
COUNCIL DISTRICT 4
1803 EAST REYNOLDS STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-3 (MIXED RESIDENTIAL DISTRICT)



LEGEND
I.P.- Iron Pin D.E.- Drainage easement
P.L.- Property Line B.L.- Building Line
U.E. - Utility Easement

NOTES:
1) Utilities in easements are not shown. 2) This survey has been prepared with the reasonable expectation that it will be paid within 30 days of date below. 3) This survey is copyrighted material and may not be reproduced without the written permission of the undersigned surveyor; except as necessary for the transaction for which it is intended. 4) This survey shall consist entirely of this document with the original "wet" seal and blue ink signature. 5) Properties not described as complete lots or described by Mates & Bounds may need to be platted or replatted in order to obtain utility & building permits.

Subject to recorded restrictive covenants and/or easements as follows: Per Title Commitment Dated : _____ GF# not provided.

Vol. 7 Pg. 15 Webb County Plat Records

LOT 3 & EAST 18.0 FT. LOT 2 TOTAL LAND AREA- 8,889.0 SQ. FT.

Bearing basis: Reynolds St. R.O.W. per subd. Plat N 90° 00' 00" E

CLIENT: LORENZA B. MORENO

SURVEY OF

LOT 3 AND THE EAST 18.0 FT. OF LOT 2, BLOCK 978, EASTERN DIVISION, CITY OF LAREDO, PER DEED RECORDED IN VOLUME 4756, PAG 114, WEBB COUNTY, TEXAS, OFFICIAL PUBLIC RECORDS.

ADDRESS: 1803 REYNOLDS ST.

SURVEY NO. 22121

Scale: 1" = 20'

This property ☐ is ☑ is not located within a flood hazard area and is within Zone X according to Flood Insurance Rate Map No. 48479C1215C. F.I.R.M. Date: APRIL 2,2008

STATE OF TEXAS REGISTERED J. RICARDO SANCHEZ 4232 PROFESSIONAL LAND SURVEYOR

SURVEYOR'S CERTIFICATION

I hereby certify that this survey is true and correct and was prepared from an actual survey of the property made on the ground under my supervision, this 17 TH day of FEBRUARY, 2026.

Signed: _____

J. Ricardo Sanchez
R.P.L.S. # 4232

SANCHEZ ENGINEERING, INC.
P.O. BOX 2654
LAREDO, TEXAS 78044
(956) 723-5578
Texas Land Surveying Firm No. 10111000

ZC-031-2026
ATTENTION
PROPOSED
ZONE CHANGE
FROM R-1 TO R-3
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO. 2026-O-96

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 3 AND THE EAST 18 FEET OF LOT 2, BLOCK 978, EASTERN DIVISION, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED "EXHIBIT A", LOCATED AT 1803 EAST REYNOLDS STREET, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on Lot 3 and the east 18 feet of Lot 2, Block 978, Eastern Division, as further described by metes and bounds in attached "Exhibit A", located at 1803 East Reynolds Street, from R-1 (Single Family Residential District) to R-2 (Multi-Family Residential District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on March 19, 2026; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **denial** of the proposed R-3 zone change; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed R-2 zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on April 20, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

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

Section 1: The Zoning Map of the City of Laredo is hereby amended on Lot 3 and the east 18 feet of Lot 2, Block 978, Eastern Division, as further described by metes and bounds

in attached “Exhibit A”, located at 1803 East Reynolds Street, from R-1 (Single Family Residential District) to R-2 (Multi-Family Residential District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/4/2026 **Consent Agenda 35.**

SUBJECT
Consideration to approve the purchase contract for an Avigilon Server Upgrade for the Laredo International Airport from Convergint Technologies, San Antonio, TX in the amount of $231,749.77 through Omnia Contract #R220702. This is a onetime purchase is for the materials needed to upgrade the security and surveillance system at the Laredo International Airport. Funding is available in the Laredo International Airport -2023 Contractual Obligation Bond.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The Laredo International Airport needs an upgrade for the Avigilion Server at our facilities. Convergint Technologies has provided a proposal for the materials necessary for this upgrade, which total $231,749.77. This upgrade will provide for better cybersecurity and more effectiveness in our operations.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this motion.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	N
Source of Funds:	Laredo International Airport 2023C.O.
Account #:	242-9883-585-9002
Change Order: Exceeds 25% Y/N:	N.

FINANCIAL IMPACT:
Funding is available in the Laredo International Airport 2023 Contractual Obligations bond account 242-9883-585-9002 $231,749.77.

convergint

1218 Arion Parkway , San Antonio ,Texas 78216
Phone Mobile (956) 827-3824
robert.avendano@convergint.com

April 7, 2026

Laredo International Airport
Laredo International Airport
5210 Bob Bullock Loop Laredo, Texas 78041
Attention: Chief Fransico De Hoyos

Quotation: RA03921748P
RFP#:
License/Cert B10716D
ACR-1750734

Reference: Laredo Airport Avigilon Server Box Sale

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.

convergint

Scope of Work

- Convergint will provide the below listed material for the Laredo International Airport server upgrade. Proposal is for material only, any additional material requested will be provided in a separate proposal. Convergint will provide a separate proposal for the installation and programming of new server.

Device Hardening (reduce cyber risk)

Convergint may provide Device Hardening services for certain qualifying and scoped equipment. Services may include disabling unused & non-essential device features, disabling unused network comms (e.g., services, ports), changing default passwords, and updating firmware. The hardening services provided will depend on the equipment being installed, equipment capabilities, and manufacturer-provided permissions and recommendations. Not all equipment may receive hardening. Ask your Convergint contact for details on qualifying equipment and the hardening services being provided.

These are one-time services — ask your Convergint contact for information on how Convergint can provide ongoing support.

Convergint cannot guarantee the security of the devices it installs or of Customer's IT environment, no networked system is completely secure, and Customer remains ultimately responsible for its IT environment.

Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1	Avigilon Server Upgrade				
2	1.00	AINVR2-PRM-PLUS-FORM-H-ANK	Analytics Kit for AI NVR 2 Premium Plus Form H	$ 3,963.43	$ 3,963.43
3	1.00	AINVR2-PRM-PLUS-FORM-H-440TB-NA	AI NVR 2 PRM PLUS FORM H 440 TB 2U Rack Mnt, HardenedOS, 5Y Onsite 4HMC, NA	$ 160,278.46	$ 160,278.46
4	2.00	NVR6-AINVR2-FORM-H-SFPPLUS-SR	KIT,10G SFP+ SR Tsc, NVR6/AINVR2 FORM H	$ 797.85	$ 1,595.70
5	175.00	UNITY8-ENT	Unity Enterprise camera channel	$ 267.82	$ 46,868.50
6	Labor to be quoted on separate proposal				

Equipment Total	$	165,837.59
Program Manager	$	0.00
Professional Services	$	0.00
Project Management	$	0.00
Specialist-Programming	$	0.00
Specialist-Testing	$	0.00
Specialist Cyber Hygiene	$	0.00
Installation-Foreman	$	0.00
Installation	$	0.00
Engineering	$	0.00
Drafting/CAD	$	0.00
Unity Enterprise Camera Channel Licensing	$	46,868.50
Freight/Warranty	$	19,043.68
Total Project Price	$	231,749.77

convergint

Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Fifty percent (50%) of the proposed sell price shall be payable to Convergint for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
11. Convergint reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
12. Supply Chain Delays & Price Adjustments: Customer acknowledges that supply chain disruptions and shipping delays may occur for reasons beyond Convergint's reasonable control and agrees to grant reasonable extensions for such delays. Pricing is based on current market conditions and excludes increases due to tariffs, duties, manufacturer-imposed surcharges, or other cost increases arising from trade policy, regulatory actions, or external factors beyond Convergint's control. If such cost increases arise, Convergint will submit a formal change order, and Customer agrees to approve reasonable adjustments. Convergint will use commercially reasonable efforts to minimize such increases.

REVIEW IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION PRIOR TO USING A CONVERGINT-INSTALLED SYSTEM: See the "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION" documentation, available at convergint.com/terms.

convergint

IMPORTANT NOTICE

You requested that Convergint provide you with certain security and safety products and services.

By using these products and services, you acknowledge that:

- **Under no circumstances should Convergint-provided products and services be your sole method of security or safety.** Effective security and safety require a multi-layered approach involving people, processes, and technologies. Convergint-provided products and services do not guarantee security or safety, will not detect or prevent all threats or risks all the time (including threats they are designed to detect), and will not ensure overall safety and security. You are ultimately responsible for your people, premises, and property, including for maintaining an effective response plan and promptly implementing your response plan in response to alarms or threats.
- **All security products and services have limitations.** No product or service can guarantee safety or security. It is your responsibility to ensure you are informed about product or service limitations and that you regularly test and validate the products and safety plans. Reach out to your Convergint account executive to learn how our support services can help. And if you have a service plan, you are responsible for promptly notifying Convergint in the event of any defect, malfunction, or performance issue with the products and services.
- **Various factors can impact product performance.** Selecting products and settings may involve tradeoffs between the level of security and safety on the one hand and speed, convenience, and cost on the other hand. Convergint can give you guidance, but you are ultimately responsible for selecting products and settings based on your organization's risk profile and tolerance.
- **The products are made by third-party manufacturers, not Convergint.** You are bound by and must use, test, and maintain the products in accordance with the manufacturer's terms and instructions. Convergint does not independently validate the accuracy of claims or statements made by manufacturers, and makes no assurances regarding their accuracy. You are responsible for using the products and services in compliance with laws and regulations applicable to you or as permitted in your jurisdiction.
- **All products and services are governed exclusively by a final agreement.** No advertisement, literature, brochure, website, or statements made during the sale process or otherwise (whether orally or in writing) should be interpreted as a promise, warranty, or other assurance.
- **You have reviewed the "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION" documentation, available at convergint.com/terms.**

Performance Items

Items Included	
Material (listed in the BOM)	One-Year Warranty on Parts

Items Excluded	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Applicable Taxes
Attend General Contractor Project Meetings	Attend Owner Project Meetings
Authority having Jurisdiction permit drawing (requires customer CAD)	Cable
Ceiling Tiles and Ceiling Grid Repairs	Connection to Building Fire Alarm Panel
Correction of Wiring Faults Caused by Others	Door wiring typical connections
Electrical Installation Permit	Electrified Door Locking Hardware
Engineering and Drawings	Equipment rack layout drawing
FA Permit and Plan Review Fees	Fire Stopping (Excludes Existing Penetrations)
Fire Watch	Floor Coverings for Lifts
Floor plan with device placement and numbering (requires customer CAD)	Freight (prepaid)
Horizontal Core Drilling	Installation of Bridle Rings
Installation of CCTV Cameras	Installation of Conduit, Boxes and Fittings
Installation of Control Equipment Enclosures	Installation of Control Panels
Installation of Intercom Systems	Installation of Intrusion Panels
Installation of Low Voltage Wire	Installation of Network Cabling to Card Readers
Installation of Network Cabling to IP Cameras	Installation of Network Cabling to IP Intercoms
Installation of Specialty Backboxes	Installation of Terminal Cabinets
Installation of Video Recorders (DVR/NVR)	Installation of Wire and Cable
Installation of Wire Hangars	Lifts
Loading Software on Customer Provided Computer	Low Voltage Permits
Mounting/Termination of Proposed Devices	On-Site Lockable Storage Facility
One-Year Warranty on Labor	Operations & Maintenance Manuals
Owner to Provide DHCP Lease Reservations for Network Connected Devices	Owner to Provide Static IP Addresses
Owner Training	Panel Wall Elevation drawing (may require customer CAD)
Panel wiring with point to point connections	Patch and Paint
Payment & Performance Bonds	Project Management
Record Documentation (As-Built)	Riser drawing with home run wiring
Servers by Convergint	Servers by Others
Specialty Backboxes	Submittal Drawings
System Engineering	System is Design-Build
System Meets Plans/Drawings	System Programming
Terminal Cabinets	Termination of Control Equipment Enclosures
Testing of all Proposed Devices	Vertical Core Drilling
Wire	Workstations by Convergint
Workstations by Others	

convergint

Total Project Investment: **$ 231,749.77**

Thank you for considering Convergint for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Robert Avendano
Convergint
Robert Avendano

By signing below or accepting the services described in this proposal, Customer accepts and agrees to this proposal, including the enclosed Terms and Conditions, along with any addendums or exhibits that may be attached or referenced therein. Any additional or contrary terms, including on a Customer PO, are expressly rejected. By signing, you represent and warrant that you have authority to accept this proposal on behalf of Customer.

Customer Name (Printed)	Date
Authorized Signature	Title

Throughout this Proposal, including these Terms and Conditions and any attachments, (together, "Agreement") the term "Convergint" refers to the Convergint Technologies affiliate operating in the state/province in which the Work is being performed and "Convergint Related Parties" means Convergint and its contractors, subcontractors, third party product manufacturers or providers.

SECTION 1. THE WORK

This Agreement takes precedence over and supersedes all prior proposals, correspondence, and oral or written agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Work commences on the start date and will be performed pursuant to the schedule specified in the attached scope of work and, subject to any change orders or addendums, represents the entire agreement between Convergint and Customer. This Agreement applies to the exclusion of any other terms that the Customer seeks to impose or incorporate (such as Customer's purchase order form) which are in addition to or inconsistent with the terms and conditions of this Agreement, or which are implied by trade, custom, practice or course of dealing, all of which are deemed expressly rejected and will not be binding.

This Agreement is made without regard to compliance with any special sourcing and/or manufacturing requirements, minority or disadvantaged supplier requirements, or similar government procurement laws. Should such requirements be applicable to this Agreement, Convergint reserves the right to modify and/or withdraw its Agreement.

Customer understands that Convergint is an authorized distributor or reseller and not the manufacturer or developer ("OEM") of software, hardware and equipment (collectively, "Third Party Products") purchased by Customer and certain services are delivered to Customer by such OEM.

Convergint agrees in accordance with the mutually agreed project schedule:

a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
c. Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergint:

a. To promptly approve submittals provided by Convergint;
b. To provide access to all areas of the site which are necessary to complete the Work;
c. To supply suitable electrical service as required by Convergint;
d. To remove site obstacles and job safety hazards;
e. To promptly participate and approve acceptance testing, if applicable;
f. Upon completion of commissioning or agreed to acceptance criteria, to promptly provide sign-off establishing job closeout; and
g. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergint is first notified of the emergency or failure and until such time that Convergint notifies the Customer that the systems are operational or that the emergency has cleared.

THE WORK AND/OR THIRD PARTY PRODUCTS ARE DESIGNED TO HELP REDUCE, BUT NOT ELIMINATE RISKS OF LOSS RELATING TO PEOPLE, PREMISES, OR PROPERTY. THE AMOUNTS BEING CHARGED BY CONVERGINT ARE NOT SUFFICIENT TO GUARANTEE THAT LOSS OR DAMAGE WILL DECREASE OR BE ELIMINATED. Customer acknowledges that proper safety and security requires a multi-layered approach of people, processes, safety, and technologies. The Work, including Third Party Products, provided by Convergint is not sufficient to ensure overall safety and security. Customer acknowledges and agrees that it is responsible for its overall safety and security, including testing and maintenance of the Third Party Products (except to the extent contracted to Convergint by written agreement) and training of its personnel. Customer acknowledges and agrees that it has a duty of care and is solely responsible for its compliance with applicable laws, rules, and regulations, including but not limited to export and re-export restrictions and regulations, privacy and data protection regulations, applicable OEM instructions, terms and conditions, EULAs, and proper product usage.

Risk of loss, including any Third Party Product comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any end user license agreements. If or Third Party Products are earlier stored on Customer's site pursuant to agreement between Customer and Convergint, risk of loss with respect to such or Third Party Product shall pass to Customer upon delivery to Customer's site.

Applicable to Monitoring Services Only: If Monitoring Services are identified in the Proposal, the parties agree that (a) these Terms and Conditions are not applicable, and (b) Monitoring Services are governed by the Monitoring Services Terms and Conditions effective on the Effective Date of the Proposal and available at https://www.convergint.com/terms, which is incorporated by reference as if set forth herein in full. "Monitoring Services" is defined as "Services" in the Monitoring Services Terms and Conditions.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the Third Party Products listed based on Convergint's interpretation of plans and specifications unless noted otherwise. Additional Third Party Products, unless negotiated prior to order placement, will be billed accordingly. Sales taxes (or as applicable GST, PST, VAT or similar tax) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergint fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergint will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergint as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergint in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergint shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergint shall be entitled to suspend the Work without liability until paid, charge Customer an interest rate 1 and 1/2% percent per month (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergint costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Warranties for Convergint's services and Third Party Products are described in the Limited Warranty for Products and Services available at https://www.convergint.com/terms/, which is in effect as of the effective date of this Agreement and is incorporated by reference as if set forth herein in full.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergint may request changes in the Work with a change order signed by both parties. If Customer orders (i) any changes to the Work (e.g. change in objective, deliverables, tasks or hours), (ii) changes to schedule (extension or acceleration), or (iii) causes any material interference with Convergint's performance of the Work, Convergint shall be entitled to an equitable adjustment in the time for performance and in the Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergint shall be liable for any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgements; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay and Convergint shall be entitled to an equitable adjustment of the Price.

SECTION 7. INSURANCE

In lieu of any Customer insurance requirements, for Services performed in the United States, Convergint shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	$1,000,000 per occurrence/aggregate
Commercial General Liability	$1,000,000 per occurrence
	$2,000,000 general aggregate
Automobile Liability	$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	$3,000,000 per occurrence/aggregate

Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of the Services, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergint pursuant to the terms of this Agreement. Convergint shall not provide loss runs or copies of its insurance policies. Convergint shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy. For services performed in Canada, Convergint shall maintain similar insurance coverage dependent upon the local requirements in Canada and upon the insurance available under Convergint's insurance program. All required insurance coverage shall be reasonable in the circumstances and compliant with local regulations.

SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergint shall indemnify and hold Customer harmless from and against claims, damages, losses, and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergint or Convergint's employees or subcontractors while on Customer's site.

If Convergint is providing products or services for intrusion detection, detection of specific threats to people or property (including gunshot, or drone detection), mass notification, ballistics or explosives protection, or processing of biometric, health, financial, or government identifier data (collectively, "Special Offerings"), then to the fullest extent allowed by law (i) Convergint's indemnification obligations under the Agreement do not apply whatsoever and Convergint Related Parties have no liability to Customer for any losses or damages caused by any Special Offerings; and (ii) Customer shall indemnify, defend, and hold harmless Convergint Related Parties, from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) relating to Special Offerings provided by Convergint , except to the extent of Convergint's gross negligence installing such Special Offerings. Any wavier of damages or limitation of liability contained in the Agreement and as modified herein shall not apply to Customer's indemnification, hold harmless and defense obligations herein.

Applicable to Weapons Detection Only: If Convergint provides Weapons Detection Systems or Services, then such Systems and Services are further governed by the Weapons Detection Addendum effective on the Effective Date of this Proposal and available at https://www.convergint.com/terms, which is incorporated by reference as if set forth herein in full. "Weapons Detection Systems or Services" means any "Systems" and/or "Services" as each are defined in the Weapons Detection Addendum.

SECTION 9. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGINT RELATED PARTIES, OR CUSTOMER BE LIABLE UNDER OR IN CONNECTION WITH THIS PROPOSAL FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) THE AGGREGATE LIABILITY OF CONVERGINT RELATED PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT UNDER THIS AGREEMENT. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

SECTION 10. COMPLIANCE WITH LAW, SAFETY, & SITE CONDITIONS

Convergint agrees to comply with all laws, rules, and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. Convergint shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergint prior to beginning Work.

If during the course of its Work, Convergint encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, Convergint shall be entitled to an extension of time and additional costs for the performance of its work.

If Convergint discovers or suspects the presence of hazardous materials or unsafe working conditions at Customer's site where the Work is to be performed, Convergint is entitled to stop the Work at that site if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergint. Convergint in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's site. Convergint shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's site. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergint from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials or unsafe working conditions at Customer's site.

SECTION 11. PERSONAL DATA & SECURITY

Convergint's obligations and liabilities regarding Processing of Personal Data and information security shall be limited solely to Processing performed by Convergint's personnel. Processing by OEMs or Third Party Products are governed by any applicable OEM end user licensing agreements or terms and conditions. Customer represents and warrants that it will comply with all applicable Data Protection Laws. Although certain products delivered by Convergint may be capable of processing Biometric Information, Personal Health Information, financial information, or government identifiers ("Sensitive Information"), Customer acknowledges that Convergint is not Processing Sensitive Information (or to the extent it is Processing Sensitive Information, it is doing so strictly in accordance with Customer's instructions) and Customer is solely responsible for compliance of all such Processing with Data Protection Laws. To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless Convergint from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) asserted by a third party arising out of or relating to failure to comply with applicable Data Protection Laws including but not limited to those related to Sensitive Information. Convergint's obligations and liabilities regarding information security and Processing of customer information or data, including Personal Data, are limited to Processing performed by Convergint (if any). OEM and Third Party Product information security and Processing is governed by applicable OEM end user licensing agreements or terms. "Personal Data", "Process(ing)", "Biometric Information", and "Personal Health Information" shall be interpreted in accordance with, and shall include analogous terminology as used in, applicable laws and regulations relating to data privacy, information security, data protection, data breaches, cross-border data flows, and/or the rights and obligations of persons or entities regarding personal information ("Data Protection Laws").

To the extent Convergint accesses Customer's information systems, Convergint will not be responsible or liable for losses or harms caused by following Customer's instructions, caused by Third Party Products, caused by third party or Customer-specified remote access software, or that are otherwise not due to the fault of Convergint. Customer-authorized changes to Customer information systems are at Customer's own risk and Customer acknowledges it is responsible for the overall security of its information systems.

SECTION 12. INTELLECTUAL PROPERTY

Convergint shall retain title and ownership of all intellectual property rights relating to the drawings, technical documentation, or other technical information ("Documentation") delivered under this Agreement. The OEMs shall retain title and ownership of all intellectual property rights relating to the Third Party Products and will grant any license and right to use in connection with the Third Party Product through the OEM's end user license agreement or other terms and conditions. Customer shall not use any Documentation supplied by Convergint for any purposes other than those directly related to this Agreement or for the use and/or maintenance of the Third Party Product.

SECTION 13. PRICE ADJUSTMENT

Convergint may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of materials or Third Party Products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) market conditions such as price volatility or availability limitations, or (d) other events not within Convergint's control that impact the cost of performing the Work. The adjustment shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergint reserves the right to add periodic surcharges, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Convergint.

SECTION 14. TERMINATION

If a party materially breaches this Agreement, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate this Agreement upon 15 days written notice to the other party. If Convergint notifies Customer of a material breach pursuant to this paragraph, Convergint may temporarily suspend its work without liability until Customer cures the breach.

SECTION 15. GOVERNING LAW AND DISPUTES

The parties agree that this Agreement shall be governed by the laws of the state/province where the Work is located, and venue for disputes shall be located in that state/province.

In the event of any dispute between Convergint and Customer, Convergint and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (if the Services are performed in the United States) or Arbitration Rules of the ADR Institute of Canada, Inc. (if the Services are performed in Canada) currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

SECTION 16. MISCELLANEOUS

The parties have required that this Agreement be written in English and have also agreed that all notices or other documents required by or contemplated in this Agreement be written in English. Les parties ont requis que cette convention soit rédigée en anglais et ont également convenu que tout avis ou autre document exigé aux termes des présentes ou découlant de l'une quelconque de ses dispositions sera préparé en anglais.

Any changes to this Agreement shall be in writing signed by both Customer and Convergint.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Customer waives all claims against Convergint arising from or related to suspension of work pursuant to this Agreement.

Customer and Convergint are independent contractors, and nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between them. Nothing contained in this Agreement shall be deemed to create a relationship of employee or employer between the parties, and neither party shall be entitled to any benefits that the other party provides for its own employees, including workers compensation and unemployment insurance. Each party shall have exclusive control over its own employees, agents, and subcontractors, its labor and employee relations, and its policies relating to wages, hours, working conditions, or other conditions.

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergint may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergint; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergint, or a sale of all or substantially all of the assets of Convergint to which this Agreement relates.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

In no event will Convergint be obligated to comply with any project labor agreements or other collective bargaining agreements.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergint. No waiver by Customer or Convergint shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, indemnity, limitation of liability, confidentiality and disputes shall survive the termination of this Agreement.

Convergint provides additional product safety and service information at https://www.convergint.com/terms/ (see "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION"), which it encourages Customer to review prior to use.

Convergint

Integrating the right technology to create a safer world.

Convergint is a global systems integrator focused on delivering results for our customers through unparalleled service excellence. Our top priority is service in every way — service to customers, colleagues, and community.

We deploy cost-effective, scalable solutions that maximize budgets, reduce risk, and leverage technology for a wide variety of industries using an outcome-based approach.

As an integrator, Convergint works alongside a global network of partners and manufacturers to design, install, and service security, fire alarm, life safety, audio-visual, and building automation solutions for customers.

Convergint specializes in cooperative purchasing with pre-negotiated contracts to ensure best pricing and full compliance with local and state procurement laws and guidelines. Strategic specialists at Convergint align these contracts with public safety objectives across multiple departments, including education, transportation, corrections, and emergency management.

Click Your Industry

Education | Government Nonprofit

Public Sector

K-12 Education

Higher Education

State & Local Government

Convergint offers cost-effective security solutions through the OMNIA Partners' cooperative purchasing contracts. Leveraging these competitively solicited, publicly awarded cooperative contracts allow customers to save time and money while ensuring full compliance with public sector procurement laws and guidelines.

- **Facility Technology Integration & Security System Services**
  Region 4 ESC - TX | R220702

CONTRACT DOCUMENTATION

CONTACT US

Convergint Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will l[illegible]you know.

Facility Technology Integration & Security System Services

Region 4 ESC - TX

Contract Number: R220702

Initial Term: April 1, 2022 through March 31, 2025

Renewal Options: Option to renew for two (2) additional one-year periods through March 31, 2027

RENEWED THROUGH March 31, 2027

Executive Summary & Overview

- Executive Summary
- Pricing
- AZ Due Diligence

Master Agreement Documents

- Official Signed Contract
- Contract Award Documents
- Contract Renewal 1
- Contract Renewal 2
- Monitoring Services Agreement (Global Locations)
- Contract Updates

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- RFP Addendum 1
- RFP Questions and Answers 1
- RFP Questions and Answers 2

Proof of Publication

RFP Request List

- Historically Underutilized Business Outreach
- RFP Opening Documents

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS

Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

ABOUT US

RESOURCES

CAREERS

BECOME A MEMBER

Privacy Policy | Terms of Use | Do Not Sell/Share My Personal Information

City of Laredo

City Council

Meeting Date: 5/4/2026 **Consent Agenda 36.**

SUBJECT
Authorizing the City Manager to enter into a Licensing Agreement with U.S. Customs and Border Protection to allow officer, employees, agents, and contractors to enter City property to operate, maintain, repair and/or remove temporary and re-locatable surveillance and communication system in or around the World Trade Bridge, along the River Vaga and at South Laredo Wastewater Treatment Plant, and any other matter incident thereto.

PREVIOUS COUNCIL ACTION
Click or tap here to enter text.

BACKGROUND
We received the proposed license agreement from U.S. Customs and Border Protection last week for six additional locations for relocatable camera towers including World Trade Bridge, along the River Vaga and at South Laredo Wastewater Treatment Plant as shown on the attached document:

After reviewing the proposed license agreement, the language is consistent with other agreements currently in place including the latest approved by City Council February 17, 2026. The main points of the agreement include the following:

• The City may revoke the agreement at any time, for any reason, with ninety (90) days' written notice.
• CBP will be responsible for all costs associated with the use of the Property for the permitted use.
• Each system area will consist of up to approximately three thousand six hundred (3,600) square feet.
• Access to one system area will be through the main golf course entrance and the existing parking area near the clubhouse. Access to the other system area will be primarily through private property, providing entry into City property near the river.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Click or tap here to enter text.

Fiscal Impact

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

FINANCIAL IMPACT:
Click or tap here to enter text.

License Agreement
between
U.S. Customs and Border Protection
and
City of Laredo
within
Laredo Border Patrol Sector

WHEREAS, **City of Laredo,** a municipal corporation and political subdivision of the State of Texas with a mailing address of 1110 Houston Street, Laredo, TX 78040-8019 (hereinafter "Licensor") is the lawful owner of the property located in Webb County, TX, and more particularly shown as Subject Parcel numbers 163440, 293415, 164287, 275660, 490262 and City of Laredo as shown on Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Property");

WHEREAS, U.S. Customs and Border Protection ("CBP"), through the United States Border Patrol, is responsible for securing the United States border;

WHEREAS, CBP is deploying and evaluating surveillance and communication technologies developed by and for CBP for use as a part of CBP's border security and enforcement mission;

WHEREAS, CBP, its officers, employees, agents and contractors (collectively, the "Licensees") desire to enter upon the Property to deploy, operate, maintain, repair and remove one or more temporary and re-locatable surveillance/communication systems (each a "System" and collectively the "Systems") each on an approximately one-quarter (0.25) acre portion of the Property located as generally shown on Exhibit A (each of said portions hereinafter referred to as a "System Area" and collectively referred to as the "System Areas"), and to perform related site survey and assessment activities, in order to assist CBP in performing its border security and enforcement mission;

WHEREAS, Licensor understands and acknowledges that this License Agreement does not affect the authority of CBP to access the Property, as authorized by law, in the course of performing its border security and enforcement mission;

WHEREAS, this License Agreement expresses Licensor's permission for the Licensees to access and use the Property for the purposes set forth below; and

WHEREAS, Licensor acknowledges that the System(s) enhance border security and enforcement;

NOW THEREFORE, effective as of the date of full execution of this License Agreement, the undersigned parties agree as follows:

1. Permitted Use. The Licensees are permitted to enter upon the Property to deploy, operate, maintain and repair the System(s) in the System Area(s), to remove the System(s) from the Property, and to perform related site survey and assessment activities (the "Permitted Use"). The Permitted Use includes, but is not limited to, the following activities:

a. Site preparation necessary to carry out the Permitted Use, which may include, among other things, clearing, grading, stabilization (including within each System Area the installation of a compacted pad of gravel, caliche or other natural aggregate material sufficient to create a fenced deployment area of up to approximately thirty-six hundred (3,600) square feet), and debris removal;

b. Deployment (which may include, among other things, delivery, assembly, erection, placement and installation), operation, maintenance, repair, replacement and removal of the System(s), each of which may include one or more of the following temporary and re-locatable items: a relocatable tower unit; related equipment, materials and supplies (including, by way of illustration and not limitation, power supply equipment such as solar panels, rechargeable batteries and generators, and, where available, extensions of and connections to existing power sources, which Licensor agrees to support at the Licensees' sole expense); and related grounding, anchoring devices, barriers and fencing;

c. Ingress and egress across the Property as needed for the Permitted Use, and maintenance and repair of access roads on the Property to ensure that the Licensees are able to safely and effectively access the System Area(s) and carry out the Permitted Use;

d. Access for, and temporary storage of, the equipment, materials and supplies necessary for site preparation; System deployment, re-deployment, operation, maintenance, repair, replacement and removal; and access road maintenance and repair;

e. Temporary removal and subsequent re-deployment or replacement of the System(s) from time to time during the term of this License Agreement; and

f. Performing site surveys, site assessments, and other such exploratory work related to the Permitted Use.

2. Authority. Licensor affirms its lawful ownership of the Property and its authority to execute this License Agreement to permit the Licensees to access and use the Property for the Permitted Use.

3. Revocability. Although this License Agreement will not automatically terminate upon a date certain, Licensor retains the right to revoke this License Agreement with respect to any one or more or all of the System Area(s) at any time and for any reason. NOTICE: In the event Licensor decides to revoke this License Agreement with respect to any one or more or all of the System Area(s), Licensor agrees to provide written notice of revocation to CBP at least ninety (90) days prior to the date of revocation by delivering the notice to the License Administrator at the following address:

U.S. Customs and Border Protection
ATTN: License Administrator
USBP PMOD, 6.5E STOP 1039
1300 Pennsylvania Avenue NW
Washington, D.C. 20229

The License Administrator can also be reached via email at LicenseAdministrator@cbp.dhs.gov

4. Contact for Questions, Concerns or Changes of Ownership Information. After executing this License Agreement, should the Licensor have any questions or concerns regarding this License Agreement or the Permitted Use that is undertaken pursuant to this License Agreement, CBP invites the Licensor to contact the License Administrator noted above. CBP is committed to being responsive to any and all correspondence received from Licensor. Additionally, as set forth in Paragraph 8, the Licensor should notify the License Administrator of any changes in land ownership. Further, Licensor should notify the License Administrator if there are any changes to the Licensor's contact information (name, address, phone, etc.).

5. Removal of Property. In the event of revocation of this License Agreement, or in the event that CBP determines that it is no longer necessary to access and use the Property for the Permitted Use, CBP will remove the System(s) and any other equipment or property stored upon the Property by the Licensees in connection with this License Agreement.

6. Costs. Licensor acknowledges that this License Agreement is being granted without cost or monetary compensation to Licensor. CBP acknowledges that it is responsible for all costs associated with the Licensees' use of the Property for the Permitted Use. CBP further acknowledges that Licensor shall not be responsible for the operation, maintenance, or repair of the System(s) or any damage to the System(s) that is caused by natural conditions, including rain, flooding, fire, or wind, vandalism, or other intentional damage or destruction caused by any third party other than Licensor.

7. Non-Exclusivity. The Licensees' use of the Property for the Permitted Use pursuant to this License Agreement does not limit Licensor's ability to use the Property. However, Licensor understands that this License Agreement does not restrict CBP from conducting any statutorily authorized activities on the Property.

8. Permission Specific to Licensor. This License Agreement is effective only insofar as Licensor retains ownership of the Property. Licensor agrees to provide written notice to the address set forth in Paragraph 3 in the event Licensor sells, conveys, transfers or otherwise relinquishes its ownership of the Property.

9. No Assignment or Transfer. Only the Licensees may enter upon the Property pursuant to this License Agreement.

10. Modification or Amendment. This License Agreement may only be modified or amended by a written agreement, signed by Licensor and an authorized representative of CBP.

11. No Waiver of Federal Tort Claims Act Remedies. Licensor does not waive any right to seek remedies for any damages that may result from this License Agreement. Licensor understands that its exclusive remedy for damage claims is pursuant to the Federal Tort Claims Act.

12. No Obligation to Deploy. Licensor acknowledges that although this License Agreement authorizes Licensees to deploy Systems on the Property, Licensees are under no obligation to do so.

13. Availability of Funds. The obligations of CBP under this License Agreement, if any, shall be subject to the availability of appropriated funds. No appropriated funds are obligated by this License Agreement.

14. Entire Agreement. This License Agreement constitutes the entire agreement between Licensor and CBP with respect to the Licensees' use of the Property for the Permitted Use; provided, however, that if the Property or any portion thereof is subject to an existing lease, license, right of entry, or other existing agreement with CBP or any other branch of the federal government, then the terms and provisions of this License Agreement shall not alter or otherwise affect the terms and provisions of such existing agreement.

15. Counterparts and Facsimile Signatures. This License Agreement may be executed in counterparts, each of which shall be deemed to be an original of equal dignity with the other, but all of which together shall constitute but one and the same instrument, and the signatures of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. The execution of this License Agreement by the signature of any party electronically transmitted as a facsimile or scan shall have the same force and validity as an original signature. The exchange of copies of this License Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" ("PDF") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this License Agreement as to the parties and may be used in lieu of the original License Agreement for all purposes.

IN WITNESS WHEREOF, Licensor and an authorized representative of CBP have caused this License to be executed.

For Licensor:

City of Laredo

By: _____ on _____
Printed Name: _____ Date
Title: _____

For U.S. Customs and Border Protection:

By: _____ on _____
Paul Enriquez Date
Portfolio Director
Program Management Office Directorate
United States Border Patrol

CERTIFICATE OF AUTHORITY

(NOTE: This Certificate of Authority should be executed by an authorized individual other than the person who signed the foregoing instrument, and certifies that the person who signed the foregoing instrument was authorized to act in that capacity.)

I, _____*(name)*, certify that I am the

_____ *(position held in organization)* of the _____

(City of Laredo), duly organized and registered in the State of _____; that

_____ *(executor of instrument)*, who signed the foregoing

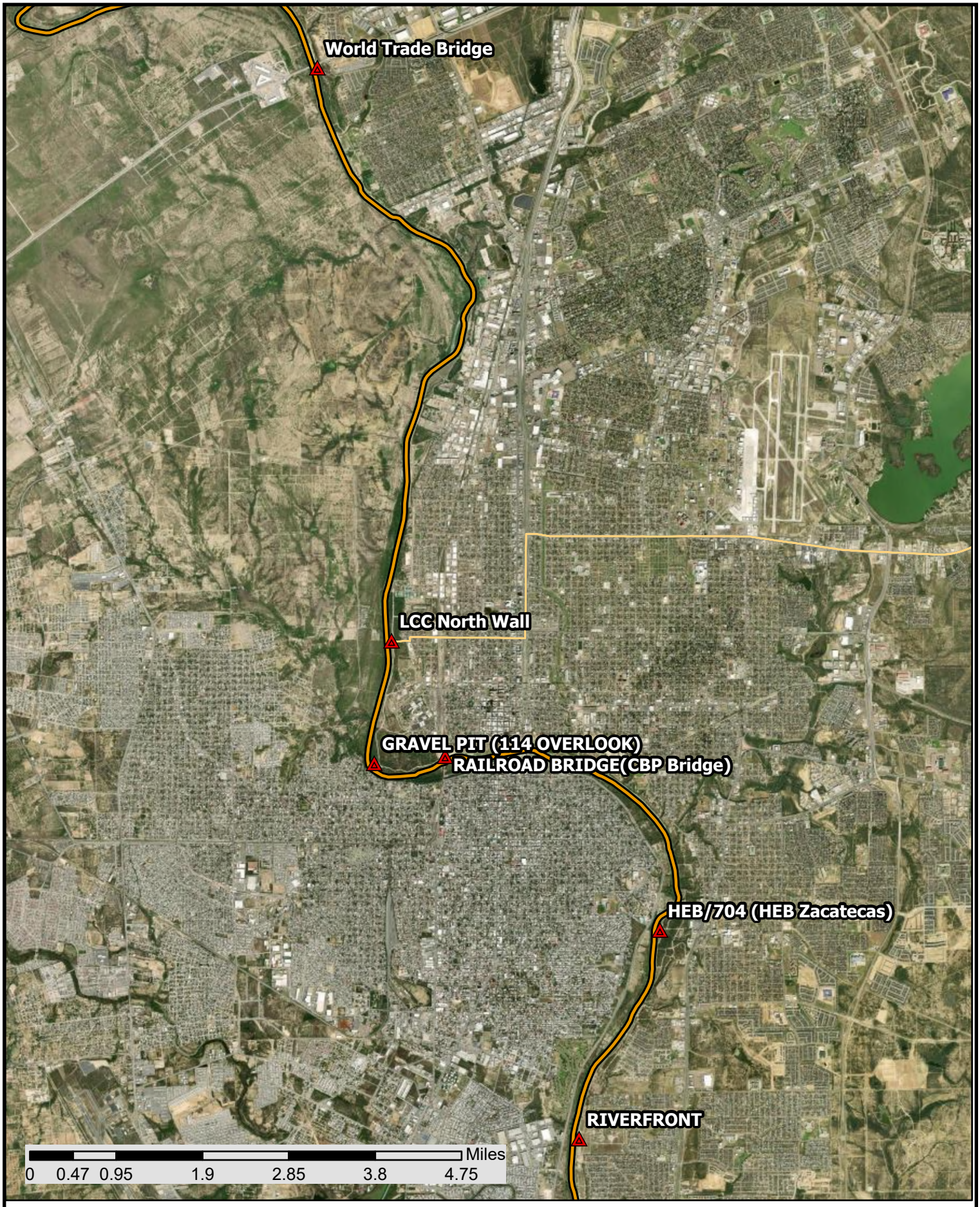
instrument on behalf of the Licensor, was then _____

(position of executor of instrument) of said _____ *(City of Laredo)*. I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of the grantor in executing said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand, and the seal of

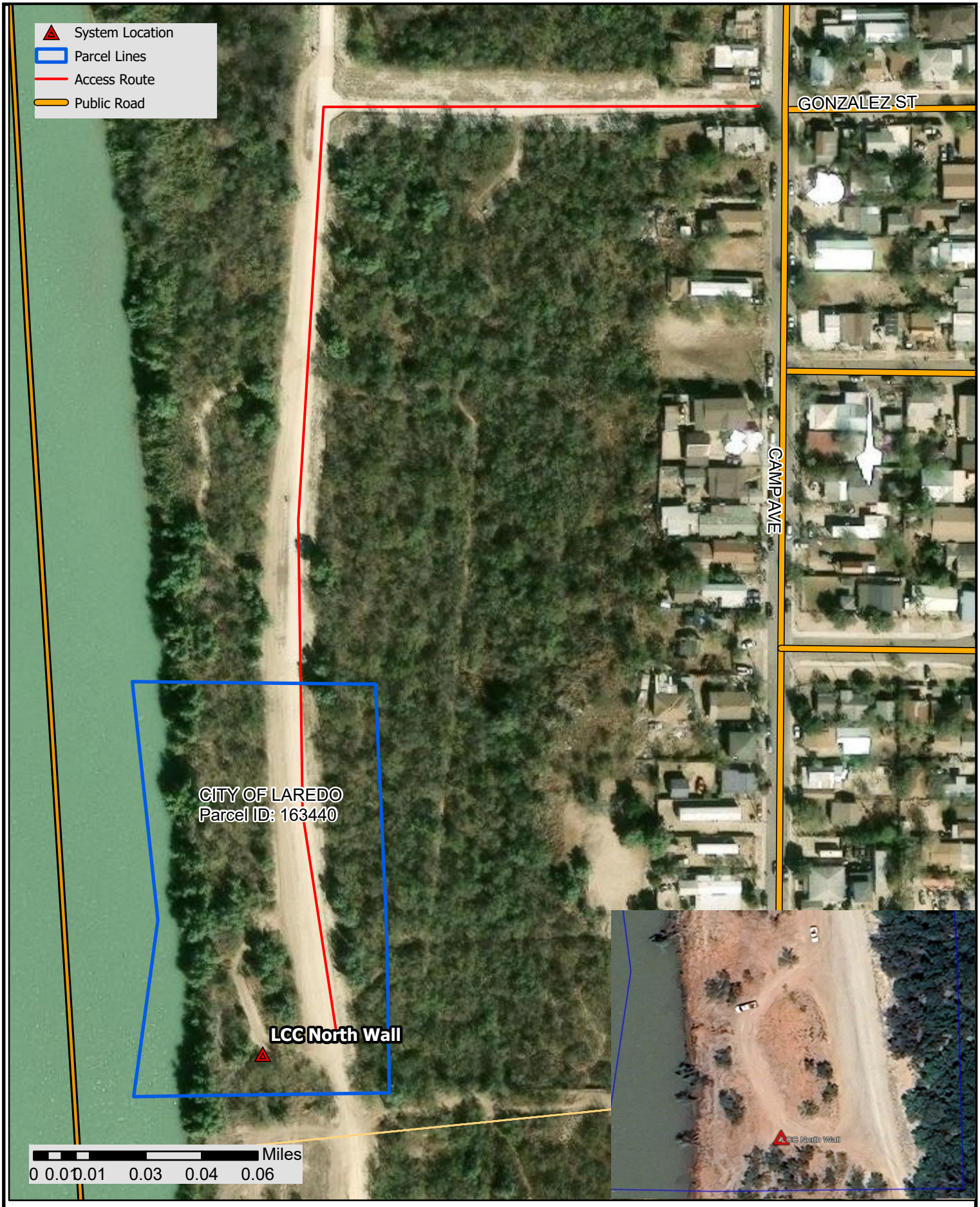
_____ *(City of Laredo)*, this ____day of _____, 2025.

By: _____
Printed Name:
Title:

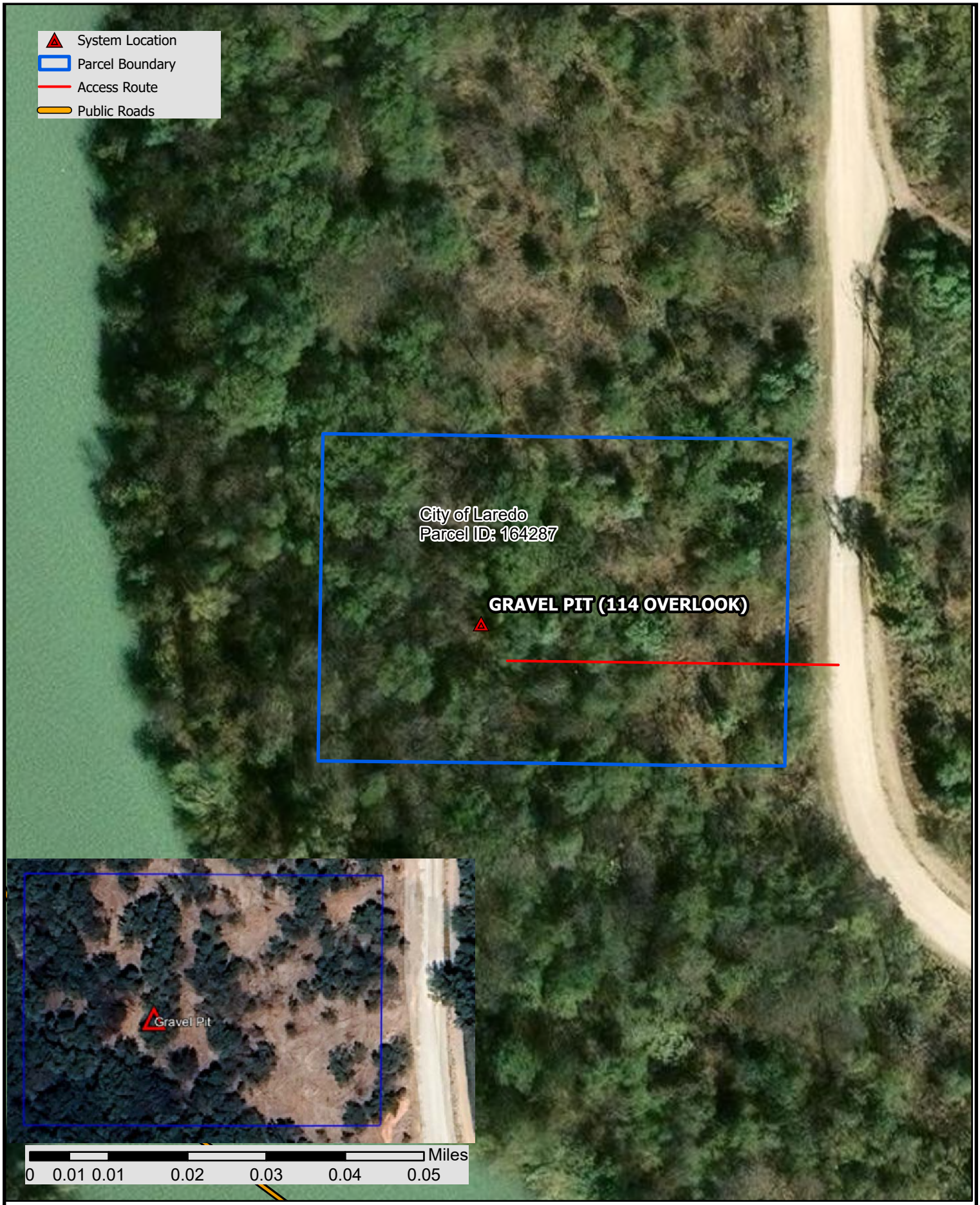


U.S. BORDER PATROL	Scale: See Scale Bar Date: 02/25/2026 Sector: Laredo Station: Laredo North & South ID: 02252026CDM REQ:	N	LRT-LRN-LRS Overview **Site Owner: City of Laredo** **Parcel ID: UNK** **Webb County, TX**	**EXHIBIT A**

U.S. BORDER PATROL	Scale: See Scale Bar Date: 02/06/2026 Sector: Laredo Station: Laredo North ID: 02062026CDM REQ:	N	LRT-LRN-World Trade Bridge **Site Owner: City of Laredo** **Parcel ID: 293415** **Webb County, TX** 27.597155, -99.536233	**EXHIBIT A**

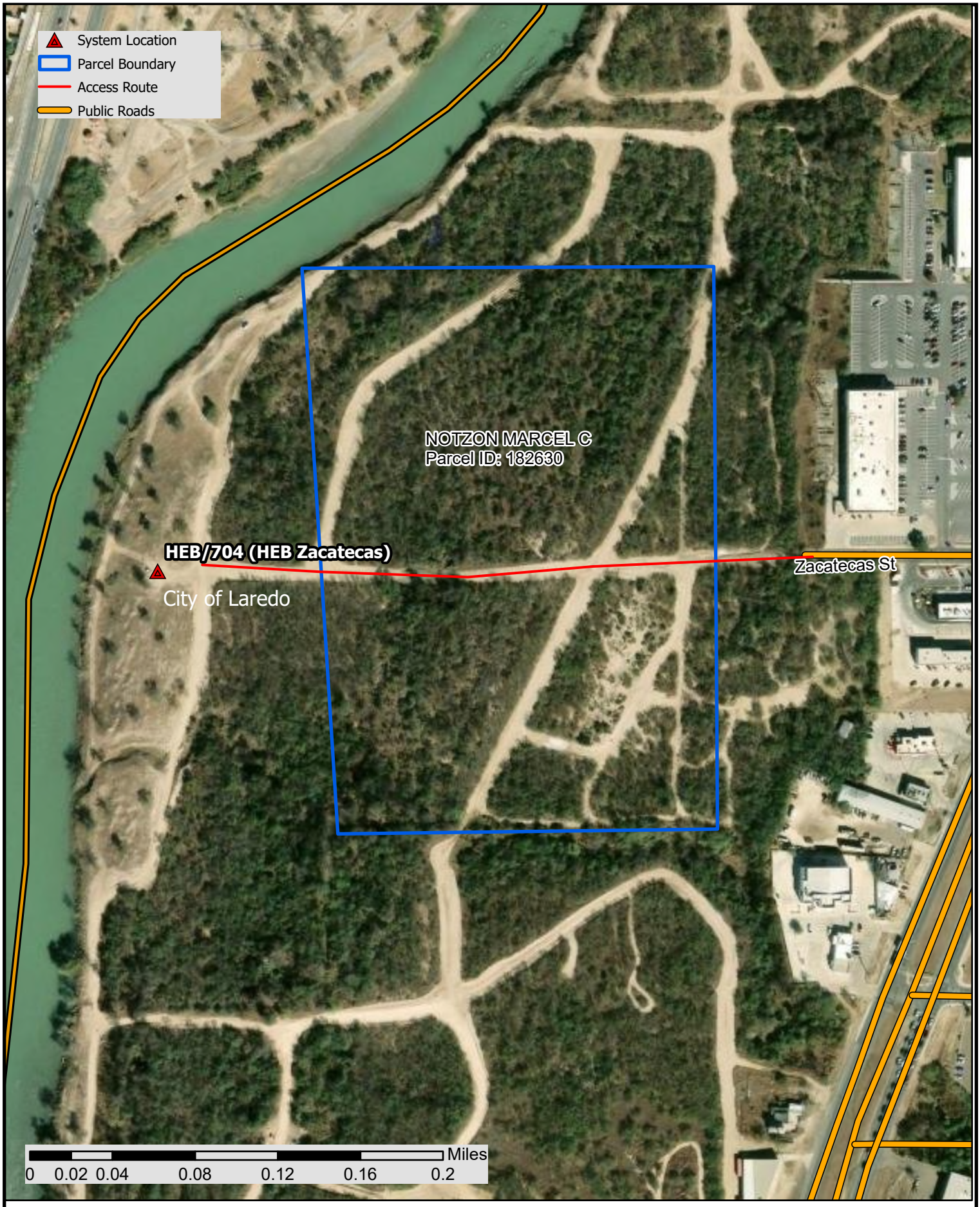


U.S. BORDER PATROL	Scale: See Scale Bar Date: 02/06/2026 Sector: Laredo Station: Laredo North ID: 02062026CDM REQ:	N	LRT-LRN-LCC North Wall **Site Owner: CITY OF LAREDO** **Parcel ID: 163440** **Webb County, TX** 27.515872, -99.52443	**EXHIBIT A**

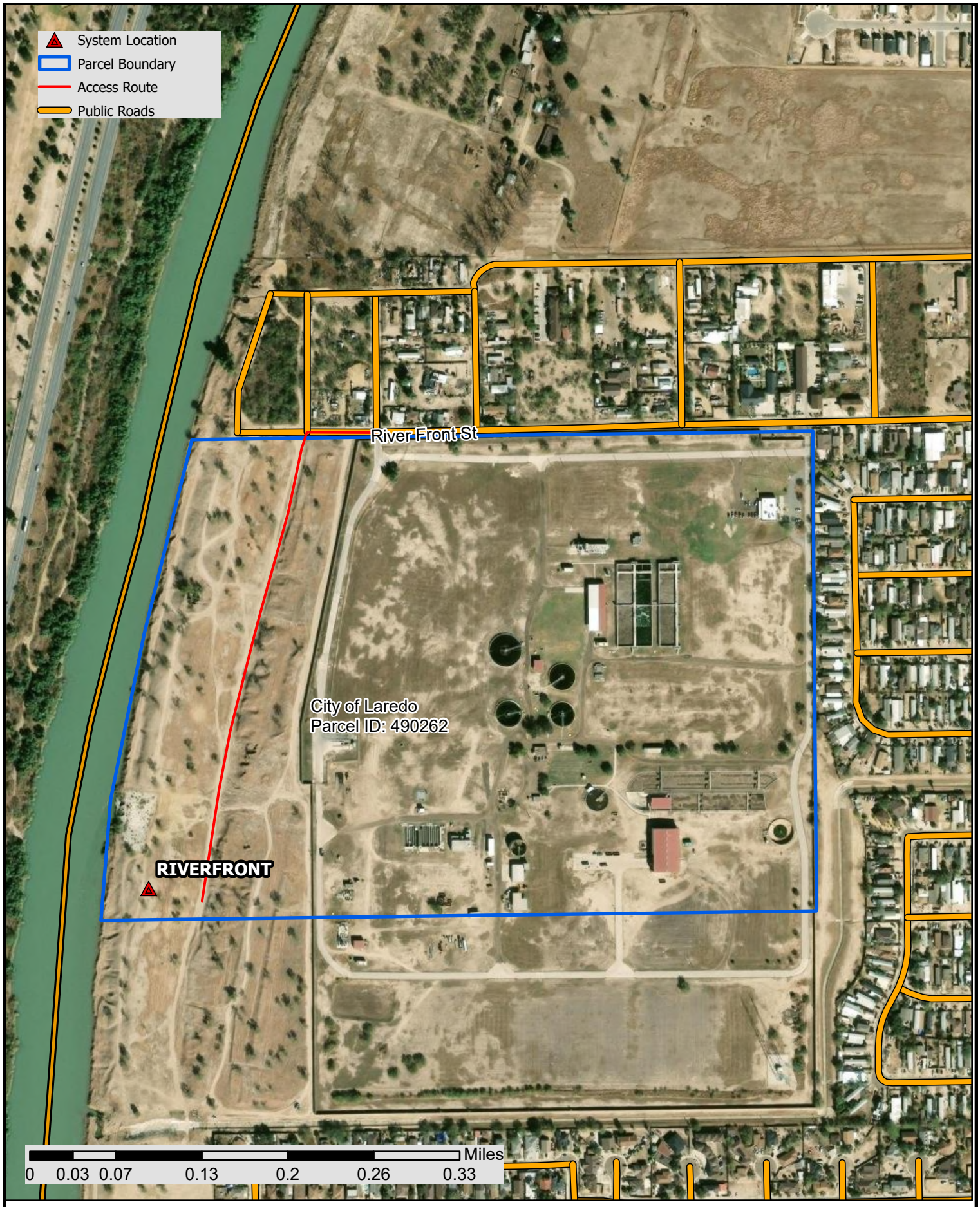


U.S. BORDER PATROL	Scale: See Scale Bar Date: 02/25/2026 Sector: Laredo Station: Laredo South ID: 02252026CDM REQ:	N	LRT-LRS- Gravel Pit (114 Overlook) **Site Owner: City of Laredo** **Parcel ID: 164287** **Webb County, TX** 27.4985, -99.52718	**EXHIBIT A**

U.S. BORDER PATROL	Scale: See Scale Bar Date: 02/25/2026 Sector: Laredo Station: Laredo South ID: 02252026CDM REQ:	N	LRT-LRS-Railroad Bridge (CBP Bridge) **City of Laredo** **Parcel ID: 275660** **Webb County, TX** 27.4995, -99.5159	**EXHIBIT A**



U.S. BORDER PATROL	Scale: See Scale Bar Date: 02/25/2026 Sector: Laredo Station: Laredo South ID: 02252026CDM REQ:	N	LRT- LRS- HEB/704 (HEB Zacatecas) **Site Owner: City of Laredo** **Parcel ID: UNK** **Webb County, TX** 27.474829, -99.481728	**EXHIBIT A**



U.S. BORDER PATROL	Scale: See Scale Bar Date: 02/25/2026 Sector: Laredo Station: Laredo South ID: 02252026CDM REQ:	N	LRT-LRS- Riverfront **Site Owner: City of Laredo** **Parcel ID: 490262** **Webb County, TX** 27.445217, -99.49460	**EXHIBIT A**

City of Laredo

City Council

Meeting Date: 5/4/2026 **Consent Agenda 37.**

City of Laredo

City Council

Meeting Date: 5/4/2026 **Resolution 38.**

SUBJECT
A resolution of the City Council of the City of Laredo, Texas in authorizing and approving a fee waiver and a tax abatement agreement between the City of Laredo and Risada Investments LLC for a proposed multi-family project located at 2720 Saltillo St., LOT 7 BLK 1612 Eastern Division, that consists of, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a (10) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of $380,000, estimated annual tax abatement total of $1,923.14, and estimated total fee waivers of $3,457.00. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

PREVIOUS COUNCIL ACTION
The City of Laredo created a Neighborhood Empowerment Zone One, Zone Two, Zone Three, and Zone Four within the City of Laredo, making the necessary findings of public benefit and public purpose to support the creation of the Zone in City Council Districts I, II, III, IV, and VIII in the City of Laredo for the purpose of development.

BACKGROUND
VIVA LAREDO PLAN ALIGNMENT
Level of Alignment
Strong
Supporting Goal(s)/Policy(ies)
Policy 5.1.1 - “Encourage a variety of housing types and densities to meet the needs of all residents at different stages of life and income levels.”
Page: 5.31
Source: Viva Laredo City of Laredo Comprehensive Plan
Relevance: Because the proposal is for a new multi-family project, it supports the Plan’s stated objective of broadening housing types and densities. The alignment is indirect rather than direct because the resolution concerns incentives for development, not a housing policy implementation measure itself.
Policy 1.1.2 - “Encourage infill development and redevelopment within the existing city limits to maximize infrastructure investments and reduce sprawl.”
Page: 1.27
Source: Viva Laredo City of Laredo Comprehensive Plan
Relevance: A tax abatement and fee waiver for a project on an identified city lot is consistent with the Plan’s support for infill or redevelopment in existing urban areas. This is particularly relevant where the City’s NEZ program is intended to encourage private investment in housing and services within targeted areas.

Policy 7.6.1 - “Increase the supply of affordable housing options for low- and moderate-income households.”
Page: 7.26
Source: Viva Laredo City of Laredo Comprehensive Plan
Relevance: The incentive structure may help expand the housing supply by reducing development costs. However, the agenda item as presented does not state that the proposed multi-family project will be income-restricted or formally designated as affordable housing. For that reason, this policy supports only a moderate level of alignment.
Goal 7.6 - “Promote a variety of housing types and price levels to meet the needs of all households.”
Page: 7.26
Source: Viva Laredo City of Laredo Comprehensive Plan
Relevance: Multi-family development can contribute to a broader range of housing options and price points. The resolution advances that goal indirectly by using economic incentives to support new residential investment.
Summary of Alignment
This agenda item demonstrates Moderate alignment with the Viva Laredo Comprehensive Plan. The proposed fee waiver and tax abatement support a new multi-family project, which is consistent with the Plan’s verbatim policies encouraging housing variety, greater residential density, and infill/redevelopment within the existing city. The alignment is strengthened by the City’s stated NEZ purpose of encouraging private investment in housing, businesses, and services in targeted areas. A Strong rating is not warranted based on the agenda language alone because the item does not expressly require long-term affordability, mixed-income housing, or another direct verbatim implementation mechanism from the Plan. Instead, the resolution functions as an economic development incentive that indirectly contributes to broader planning themes including housing opportunity, neighborhood revitalization, affordability, infill development, and economic development.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that the City Council approve this resolution.

Fiscal Impact

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

FINANCIAL IMPACT:
The project has an estimated capital investment total of $380,000, estimated annual tax abatement total of $1,923.14, and estimated total fee waivers of $3,457.00. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

RESOLUTION NO 2026-R-093.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING AND APPROVING A FEE WAIVER AND A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF LAREDO AND RISADA INVESTMENTS LLC FOR A PROPOSED PROJECT LOCATED AT 2720 SALTILLO, LOT 7 BLK 1612 EASTER DIVISION THAT CONSISTS OF NEW CONSTRUCTION OF MULTI-FAMILY, IN ACCORDANCE WITH AUTHORIZED GUIDELINES AND CRITERIA ESTABLISHED FOR THE NEIGHBORHOOD EMPOWERMENT ZONE (NEZ) 2 THIS AGREEMENT WILL BE FOR A TEN (10) YEAR PERIOD AND WILL ABATE TAXES ON NEW IMPROVEMENTS FOR THE PURPOSE OF ECONOMIC DEVELOPMENT. THE PROJECT HAS AN ESTIMATED CAPITAL INVESTMENT TOTAL OF $380,000, ESTIMATED ANNUAL TAX ABATEMENT TOTAL OF $1,923.14 AND ESTIMATED TOTAL FEE WAIVERS OF $3,457.00 GUIDELINES AND CRITERIA FOR THE AGREEMENT ARE SET FORTH IN THE ATTACHED AGREEMENT AND INFORMATION.

WHEREAS, the City of Laredo has previously approved Resolution No. 2013-R-023, creating the Neighborhood Empowerment Zone (NEZ) which outlined potential incentives for projects located within the NEZ and the guidelines for approval process.

WHEREAS, the applicant requested an expedited fee waiver certification process, which was approved by management on March 11, 2026, in accordance with Resolution No. 2020-O-030.

WHEREAS, Applicant is proposing a NEZ project located within the NEZ boundary, that meets the required criteria;

WHEREAS, the project is eligible for fee waivers and tax abatement;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laredo that:

The project referenced herein is hereby approved for a NEZ Certification and in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this ____ day of _____, 20_____.

BY: _____

DR. VICTOR A. TREVIÑO
MAYOR

ATTEST:

_____

MARIO I. MALDONADO, JR.

CITY SECRETARY

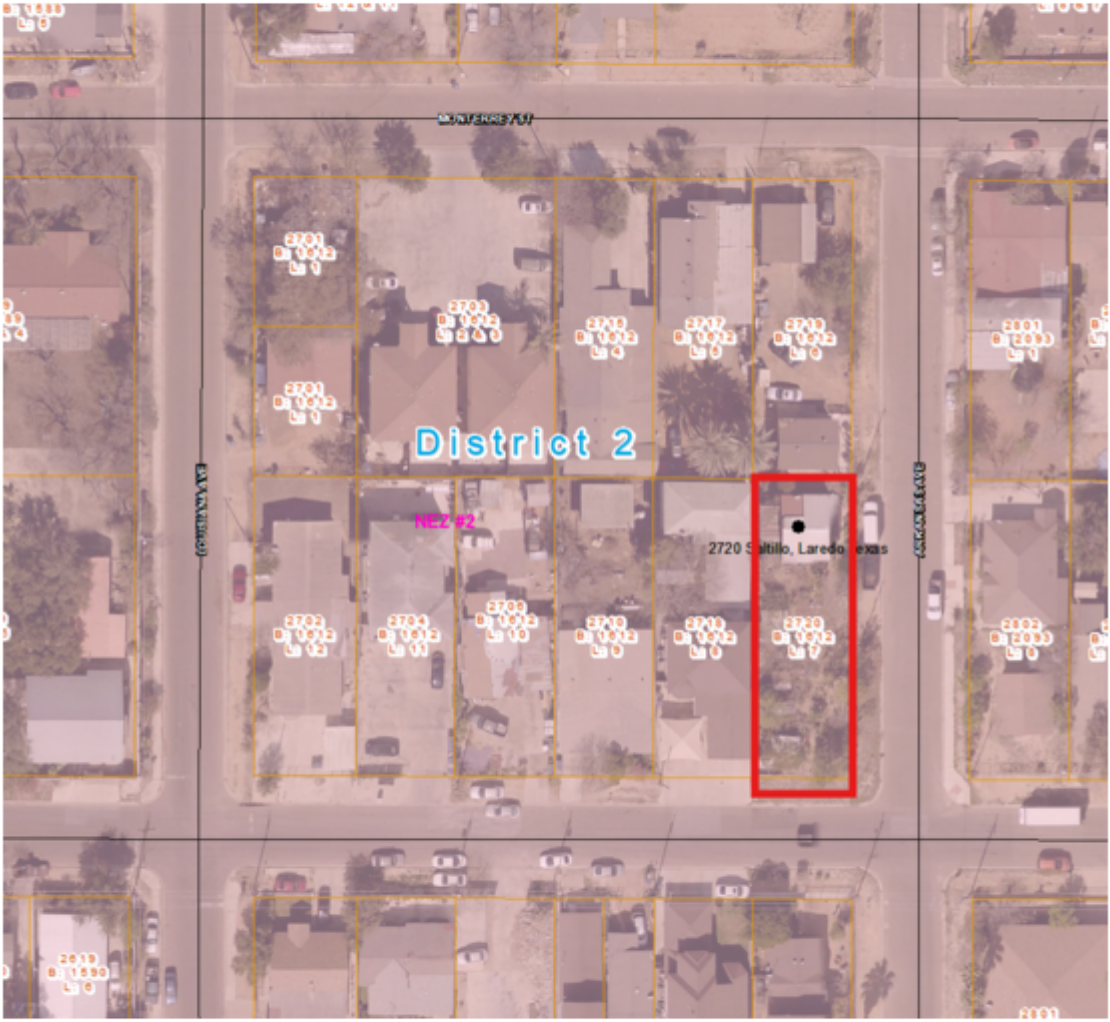
APPROVED AS TO FORM:

_____

DOANH "ZONE" T. NGUYEN

CITY ATTORNEY

Monterrey St
Monterrey St
Monterrey St
Monterrey St
Saltillo St
Saltillo St
Saltillo St
S Louisiana Ave
S Louisiana Ave
S Arkansas Ave
S Arkansas Ave
S New York Ave
S New York Ave


District 2
NEZ #2

Application for Neighborhood Empowerment Zone (NEZ)

Issued under authority of Ordinance 2023-O-223, as amended

CITY USE ONLY	
Application No. NEZ-001-2026	Date Received 1-21-2026
Improvement Type multi family	Other New Construction

Please refer to Section 2.09 of the City Ethics Code (Prohibited Interest in Contracts) for complete information. If you have any questions, please contact the City Attorney's Office to request to speak with the Ethics Compliance Officer at (956) 791-7319.

PART 1: ETHICS CERTIFICATION (Applicant must complete Part 1)

By checking this box, You as the Applicant certify that should the answer to any of the following be "Yes", this application for assistance through the City of Laredo Neighborhood Empowerment Zone (NEZ) Program will require this application be referred to the City Attorney's Office for review and determination on whether your project would violate any of the applicable provisions of the City of Laredo Code of Ethics. You also certify that you are not aware of any fact(s) with regard to this application that would raise a "conflict of interest" issue under Section 2.01 of the City Ethics Code for any city official or employee. **WARNING: THIS IS A GOVERNMENT DOCUMENT TEXAS PENAL CODE, SECTION 37.10 SPECIFIES PENALTIES FOR MAKING FALSE ENTRIES OR PROVIDING FALSE INFORMATION IN THIS DOCUMENT.**

Currently, or within the past twelve (12) months have you, a spouse, sibling, parent, child, or other family member within the third degree of consanguinity or second degree of affinity, served as a City of Laredo official or employee? ☐ Yes ☒ No

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stocks or shares, or 10% or more of the fair market value served as a city official or employee? ☐ Yes ☒ No

If Yes, Please list Name(s) and Relationship to Officials or Employees	If Yes, Please list Dates of Service of Officials or Employees

I certify that, to the best of my knowledge, the information contained in Part 1 of this application is complete and accurate.

Assessor's Signature (MUST BE APPLICANT)	Date

Incomplete applications will not be processed for certification until all required documents are submitted within 30 days after the application is received. You must apply for tax abatement before any building permits are issued for your property and before any improvements are made to your property. It takes 30-60 business days to complete the Tax Abatement Agreement approval process after the issuance of the NEZ Certification depending on the complexity of your project. All building permits must be pulled within the 12 month period that certification was approved, or within 12 month period that the tax abatement was approved or you will be required to re-apply for NEZ incentives.

PART 2: OWNER/DEVELOPER/APPLICANT INFORMATION (Applicant must complete all fields)

Owner/Developer/Applicant Name: NELSO ARTURO MOLINA / RISADA INVESTMENTS LLC

Project Property Street Address: 2720 SALTILLO ST

City	State	ZIP Code
LAREDO	TX	78046

Is the Applicant the Owner of the Project Property?
☒ Yes ☐ No ☐ I Do Not Know

Property Description: **Subdivision Name** (If Applicable): EASTERN DIVISION

Property Description: **Lot No. & Block No.**: LOT 7 BLK 1612

Total Square Footage of Proposed Project: 3,280 S.F.

Current Zoning Designation of Project Property: R-3

Identify who will complete the work
☐ Licensed Contractor ☒ Other _____

Type of NEZ: ☒ New Construction ☐ Rehabilitation
Expedited Review? ☐ Yes ☐ No *If "Yes", see Page 3

Current Webb CAD Assessed Real Property Value at Time of Application: $ 80,318.00

Total Cost of Development (in dollars): $ $ 380,000.00

Is the facility owned or rented by occupants? ☐ Owned ☒ Rented

Type of Property (check one)
☐ Single Family ☐ Duplex ☐ Mixed-Use
☐ Commercial ☒ Apartment - No. of Units 4

Will a Zone Change be Required? ☐ Yes ☒ No

Type of Business being Proposed (Commercial & Mixed-Use Only) If Applicable: COMMERCIAL

Describe the general nature and extent of the new construction or rehabilitation to be undertaken. For rehabilitation only, include Breakdown of Investment Costs. Use attachments if necessary. **PLEASE PROVIDE 11" X 17" DRAWING**

NEW CONSTRUCTION OF APARTMENTS (4 UNITS) , TWO STORIES , FRAME STRUCTURE, STUCCO EXTERIOR FINISH AND SHINGLES ROOF 25 YEAR GUARANTEE

Timetable for undertaking and completing the rehabilitation or construction of the facility.

Begin Date	End Date	Additional Timeline Information
3/10/26	11/10/26	

City of Laredo Notes

PART 3: OWNER/DEVELOPER/APPLICANT CERTIFICATION

Contact Name: NELSO ARTURO MOLINA / RISADA INVESTMENT LLC	
Contact Telephone Number: (956) 231 9142	Contact Email Address: nelso@midascontractors.com
Owner/Developer/Applicant Name: Nelso Arturo Molina	
Owner/Developer/Applicant Telephone Number: (956) 231 9142	Owner/Developer/Applicant Email Address: nelso@midascontractors.com

Owner/Developer/Applicant Mailing Address	City	State	ZIP Code
203 VALLADOLID AVE.	Laredo	Tx	78046

I hereby certify that the information provided is true and accurate to the best of my knowledge.

I understand that the approval of fee waivers included those waived under expedited fee waiver process, and other incentives shall not be deemed approved of any aspect of the project and that the application must be ratified by the City Council. I understand that I am responsible in obtaining required permits and inspections from the City and in ensuring the project is located in the correct zoning district. If denied by City Council I understand that I am responsible for all fees previously waived.

City Council retains sole authority to approve or deny any tax abatement agreement, permit fees waivers all applications certified under the expedited Building Permit fee waiver

Applicant Signature (Must be Applicant)	Date
	1/19/26

PART 4: PROJECT DETAILS & ELIGIBILITY

Please list ALL properties currently owned by the Applicant. Attach metes and bounds description if no address or legal description is available.

Address	Zip Code	Lot No.	Block No.
2720 Saltillo St	76046	7	1612 ED
303 Avila Dr	78046	58	4

For Each Property Listed, are there any past due taxes?
☐ Yes ☒ No

For Each Property Listed, are there any City Liens?
☐ Yes ☒ No

Have the Applicant, Owner, Developer, Associates, Agents or Principals been subject to an Order of Demolition where the property was demolished within the last 5 years?
☐ Yes ☐ No

In which Council District is the Project Address Located? DISTRICT 2

In which NEZ District Map is the Project Address Located? DISTRICT 2

Please use the following table to provide a detailed cost estimate of the proposed Capital Investment. (Attach additional sheets if necessary)

Item Description	Price
Demolition	
Roof Repair/Replacement/Installation	
Mechanical (HVAC)	
Electrical	
Plumbing	
Flooring (Carpet, Tile, etc)	
Interior Improvements	
Foundation	
Materials	
Exterior Improvements Landscaping	
Other	
Other	
Other	
Total	$ 380,000.00

***Capital investment includes only real property improvements such as new facilities and structures, site improvements, facility expansion, and facility modernization. Capital investment DOES NOT include land acquisition costs and/or any existing improvements, or personal property (such as machinery, equipment, and/or supplies or inventory).

CITY USE ONLY: *I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.*

I certify this application meets the requirements as outlined by Public Act 147 of 1992 and hereby request the State Tax Commission issue a Neighborhood Enterprise Zone Certificate.

City Staff Signature Date

21069-23

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WEBB §

That ANTONIA SAUCEDO, A/K/A ANTONIA SAUCEDA (hereinafter referred to as "Grantor,") for and in consideration of the sum of TEN AND NO/100THS ($10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto RISADA INVESTMENTS, LLC (Grantee", whether one or more), whose mailing address is 203 Valladolid Ave., ____, Laredo, Texas 7804 6 , subject to the matters, reservations from and exceptions to conveyance and warranty hereinafter made, all of the following described real property, to-wit (the "Property"):

> Situated in Webb County, Texas and being Lot Number Seven (7), in Block Number One Thousand Six Hundred Twelve (1612), EASTERN DIVISION, situated in the City of Laredo, as per the Sames Replat of said Block.

This conveyance is made and accepted subject to the following matters, reservations from, and exceptions to conveyance and warranty:

1. Any and all easements, rights of way, and prescriptive rights, whether of record or not; rights of adjoining owners in any fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments, or protrusions or any overlapping of improvements; all presently recorded restrictions, reservations, set back lines, plats, easements, covenants, conditions, oil and gas leases, mineral severances, royalty interests, and other instruments that are still in force and effect and affect the Property, and all building and zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if

any, but only to the extent that such matters are still in effect, relating to the hereinabove described Property.

2. Current taxes on the Property having been prorated the payment thereof and of all subsequent taxes on the Property is assumed by Grantee.

3. **GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE AS SET OUT HEREIN), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER, WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY (AND IMPROVEMENTS), INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY AND IMPROVEMENTS; GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR AND GRANTEE ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION, GRANTEE, FOR ITSELF, AND ITS HEIRS, SUCCESSORS AND ASSIGNS FOREVER WAIVES ALL OBJECTIONS OR CLAIMS AGAINST GRANTOR (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR SOIL CONDITION ON THE PROPERTY. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" AND "WHERE IS" CONDITION AND BASIS AND WITH "ALL FAULTS."**

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in anyway belonging unto the said Grantee, Grantee's heirs, personal representatives, successors and assigns forever, and, except as to the reservations from and exceptions to conveyance and warranty, Grantor hereby binds Grantor and Grantor's heirs, personal representatives, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, Grantee's heirs, personal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this 21 day of September, 2023.

GRANTOR(S):

* Sauceda

Antonia Sauceda, by and through her Attorney in Fact Eva M. Sauceda

ANTONIA SAUCEDA, by and through her Attorney in Fact, EVA M. SAUCEDA

STATE OF ILLINOIS §

COUNTY OF LaSalle §

This instrument was acknowledged before me this 21 day of September, 2023 by EVA M. SAUCEDA, Attorney in Fact for ANTONIA SAUCEDA.

Notary Public, State of ILLINOIS

LYNN MARIE BROWN
Official Seal
Notary Public - State of Illinois
My Commission Expires Jul 9, 2025

AGREED AND ACCEPTED:

RISADA INVESTMENTS, LLC

By: _____
Title: Managing Member
Name Printed: Nelda Molina

STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me this 25 day of September 2023 by Nelda Molina, Managing Member of RISADA INVESTMENTS, LLC, a Texas limited liability company, on behalf of said company.

MARICELA G. RAMIREZ
Notary Public, State of Texas
Comm. Expires 12-31-2023
Notary ID 124782861

_____
Notary Public, State of Texas

Laredo Title & Abstract,Ltd
415 Shiloh Dr.
Laredo, TX 78045
(956) 726-9665

DOC #1511434
Recorded 09/26/2023 10:24:14 AM

By: HERLINDA FLORES, DEPUTY
MARGIE RAMIREZ IBARRA, COUNTY CLERK
Fees: $38.00

STATE OF TEXAS
COUNTY OF WEBB
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED ON THE DATE AND AT THE TIME STAMPED HERON BY ME AND WAS DULY RECORDED IN THE VOLUME AND PAGE OF THE OFFICIAL PUBLIC RECORDS OF WEBB COUNTY TEXAS AS STAMPED HEREON BY ME

COUNTY CLERK
WEBB COUNTY, TEXAS

T A X R E C E I P T

City of Laredo
Tax Assessor-Collector
P.O. Box 6548 * 1102 Bob Bullock Loop
Laredo TX 78042
956-727-6403

Paid by: RISADA INVESTMENTS LLC
2710 ZACATECAS AVE
LAREDO TX 78046

Receipt#: 338635
Batch: EGARCIA0 1/28/2026 01
Date paid: 1/28/2026

Account ID: 177920 Parcel number 556-01612-070- -
2720 SALTILLO ST
Owner: RISADA INVESTMENTS LLC

PROPERTY TAX ROLL
LOT 7 BLK 1612 ED

Year	Value	Rate	Base	Pen & Int	Atty fee	Total paid
2025 1 CITY TAX	80318.00	0.50609	406.48			406.48

Printed: 2/03/26 9:19:16

Receipt total: 406.48

Tender: CHECK 1201 7,092.78

Payment comment: 1201

REYES MIRANDA CONSTRUCTION

LAREDO TEXAS 1/20/2026

A PROPOSAL TO CONSTRUCT NEW RESIDENCE FOR: **Risada investment**

Will build a new Apartments 4 units **(2720 Saltillo St)**

Living Area :	3,280 S.F.
stair area :	163 S.F.
Porch :	50 S.F.
Total Area	**3,493 S.F.**

The construction will consist of the following:

B. PERMITS AND INSURANCE **$ 12,268.00**

B.1 Purchase Builders Risk Insurance
B.2 Obtainapproval of plans from City of Laredo Building Department
B.3 Obtain all necessary City of Laredo Building Permits
B.4 Obtained Water Meter and temporary water services
B.5 Obtained temporary electriciti service,

C. SITE WORK **$ 20,580.00**

C.1 Clearing- Provide all the necessary labor and materials to clear area of all thash and debris while constructing house,
C.2 Brackfill- Provide all the necesary labor, materails, and equipment to backfill for new building pad as required for proper drainage away from new building construction,
C.3 Concrete driveways- Provide all the necesary labor and materials to contruct wash gravel driveway reinforced whit wire mesh as per plans,
C.4 Concrete Sidewalks- Provide and construct in front yard sidewalk of concrete finish as per plans
C.5 Landscaping- Provide and install grass on front and right side,
plus do lansdcaping in front yard only whit 12 shrub 1 gallon & 1 tree $ 140,00

D. CONCRETE **$ 28,964.00**

D.1 Foundation- Provide all the necessary labor and materials to prepare area for new slab. Exterior footings- shall be 12x36 3000 PSI concrete reinforced whit 4 ea. - #6 rebar continuos and 3/8 stirrups al 16´´ O.C. Interior footings- shall be 12x24 3,000 PSI concrete reinforced whit 4 ea. #6 Rebar continuis and 3/8 stirrups al 16´´OC: Slab shall be 4´´ 3,000 PSI concrete reinforced whit # 3 rebar. Visqueen vapor barrier over required dift fill whit termite control treatment. Porch and patio slab- shall be 3000 PSI concrete finish whit wire mesh,

E. MASONRY. **$ 20,650.00**

E.1 Stucco- Provide all the necessary labor and materials to erect exterior stucco walls to full heigts as per plan,

E.2 Stone- stone in front provide all necessary labor and materials as per plan

F. METALS. **$ 4,860.00**

F.1 Metal Posts- Provide all metal post for reinforced columns for patio, and porches as per plan,

G. CARPENTRY AND MILLWORK. **$ 113,580.00**

G.1 Framing- Provide all the necessary labor and material to erect 2x4 wood stud on exterior walls and 2 x 4 ionterior partitions as per plans provided. Wood stids shall be set at 16" o.c. Roof rafters-shall be 2 x 6 o.c Roof decking-sall be 1/2 x 4x x 8 Wafer Board over 2 x 6 s. Interior sheathing - shall be 1/2 x 4 x 8 sheetrock to full heights al ceiling and walls, Lumber units - to be used shall be of good or better grade. Shelving - shall be 1" x 12 ponderosa pine. Windows sill - shall be 1" x 6" ponderosa pine. (All vertical and diagonal bracing shall be of 2x4 and 2 x 6 as required.) Exterior sheathing - shall be 1/2 x4 x8 wafer board,

G.2 Moisture Protetion/Insulation- provide all tha necessary labor and materials to install the following:

G.2.1 Exterior Wall. Shall have R-19 fiberglass batts insulations to full height.

G.2.2 Ceiling- shall have R-30 fiberglass batts throughout,

I. INTERIOR WALL FINISHES: **$ 23,645.00**

I.1 Paint - provide all the necessary labor and materials to tape, float and texture all 1/2" sheetrock to full heights and apply 2 ea. Coats of interior latex paint. All interior and exterior doors shall receive stain. Wood base and crown molding shall be stain. Ceilings shall be taped, floated, textured and painted. One solid color for interior walls and ceilings,

J. OTHER FINISH: **$ 18,960.00**

J. 1 Flooring - provide all the necessay labor and materials to install the followings as per plans.
J. 2 Tile Flooring - throughout the house approximately.
J.2.1 Tile - provide all the necessary labor and materials to tile shower stall, and bathtub surrounds,
J.2.2 Floor tile throughout including in the bedrooms
J.2.3 Floor tile in cover patio & PORCH
J.3. Floor tile - in the bedrooms
J.3.1 Labor and installation - paid by contractor,

K. ELECTRICAL: **$ 36,230.00**

k.1 Provide all of the necessary labor and materials to rough-in and install the following light fixtures:
K.1.1 Light fixtures (all interior and exterior lights), including ceiling fans, bathroom fan and light combination fixtures, recessed lights, light bulbs and door bell as per plan - allowance $
K.1.2 110/volt-receptacle wall outlets as per plan.
K.1.3 2 ea. 220/volt-receptacle outlet for A/C as per plan.
K.1.4 ea. Fuse box as per plan,
K.1.5 ea. Meter box as per plan.
K.1.6 ea. 220/volt- receptacle outlet for dryer as per plan.
K.1.7 ea 220/volt - receptacle aoutlet for the double oven.
K.2 H.V.A.C. Provide and install one 3 ton A/C and heater electric unit. All equipment shall be rated at 14.0 S.E.E.R The system shall be Carrier whit 5 year manufacture's warranty rated as " high efficienty".

L. MECHANICAL: **$ 26,597.00**

L.1 Provide all of the necessary labor and materials for rough-in as per plan.
L.2 provide all of the necessary labor and required plimbing fixtures/materials as per plan.
L.3 Provide and install a gas 50-gallon water heater rated " high energy efficient.
L.4 Provide all the labor and materials to install A/C drain lines.
L.5 Provide all the labor and materials to install 2 ea. Hose bibs.
L.6 Connect to existing City of Laredo sewer and water lines.
L.7 No dishwasher - (garbage disposal was provide instead)
L.8 Provide electric and gas hook-up for dryer and stove,

M. SPECIAL EQUIPMENT: **$ 3,200.00**

M. 1 Alarm System - provide all the necessary labor and materials to pre-wire and install security alarm whit keypad

N. UTILITIES: **$ 44,816.00**

A) N.1 All utility connections are specifically excluded from this contracts,

1) No fee for changes on construction plan except for materials and labor.

2) ANY MATERIALS THAT ARE NOT USED ON THIS JOB ARE THE PROPERTY OF AND WILL BE REMOVES BY SAME.

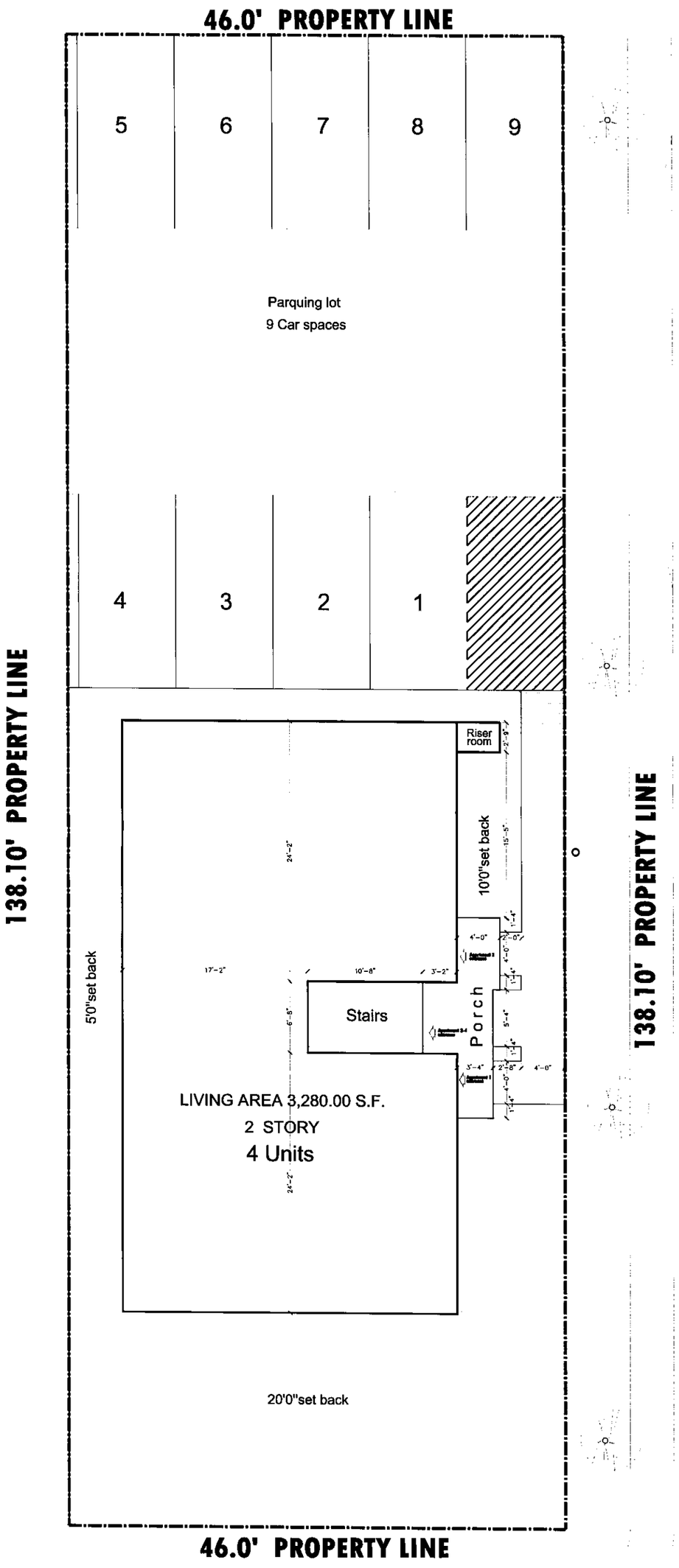
3) BORROWER TO PAY INTEREST DUE ON CONSTRUCTION LOAN

TOTAL COST HOUSE: **$ 380,000.00**

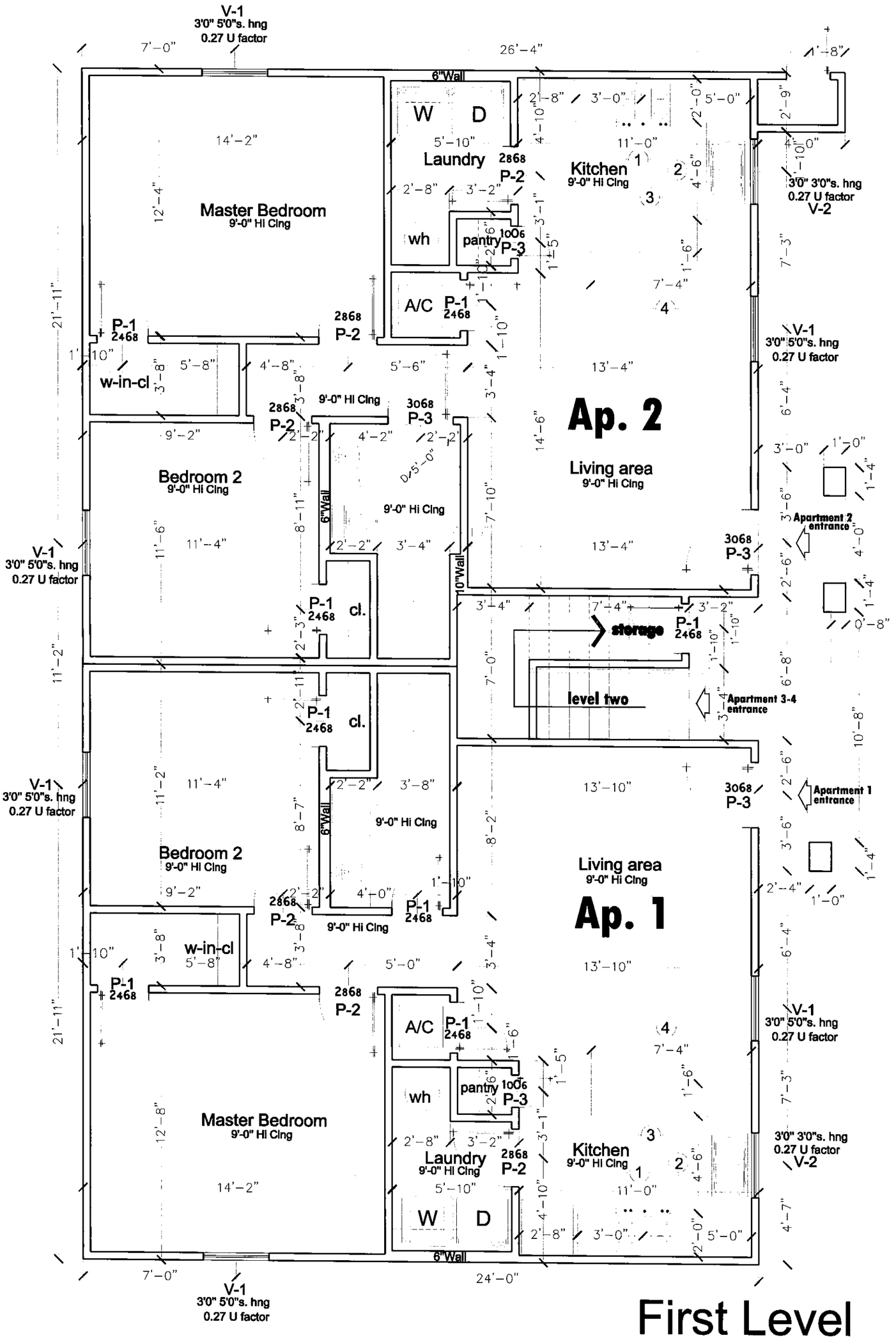
ACCEPTED BY: _____ DATE: _____

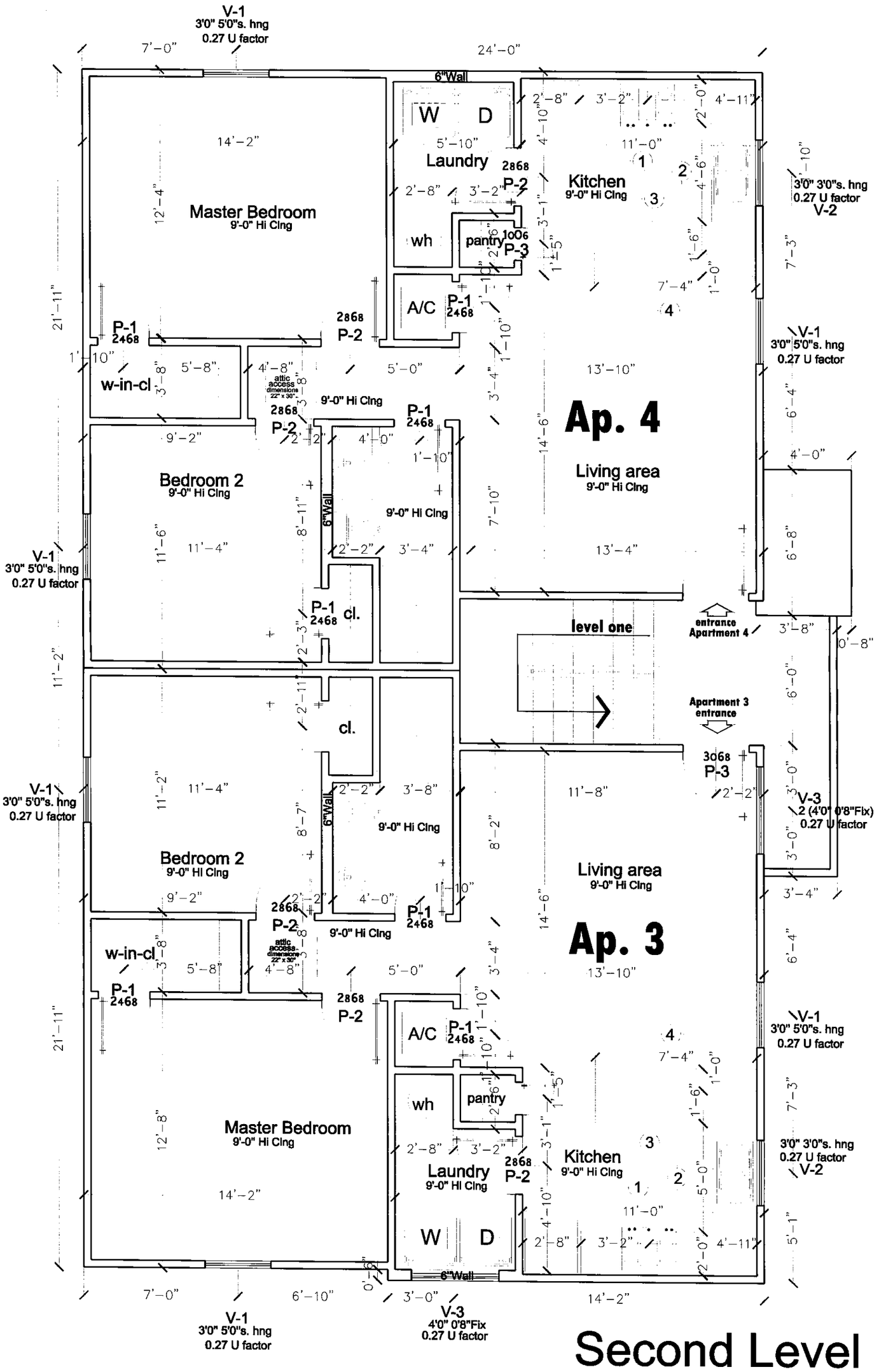
CONSTRUCTION: _____ DATE: _____

C O N T R A C T O R

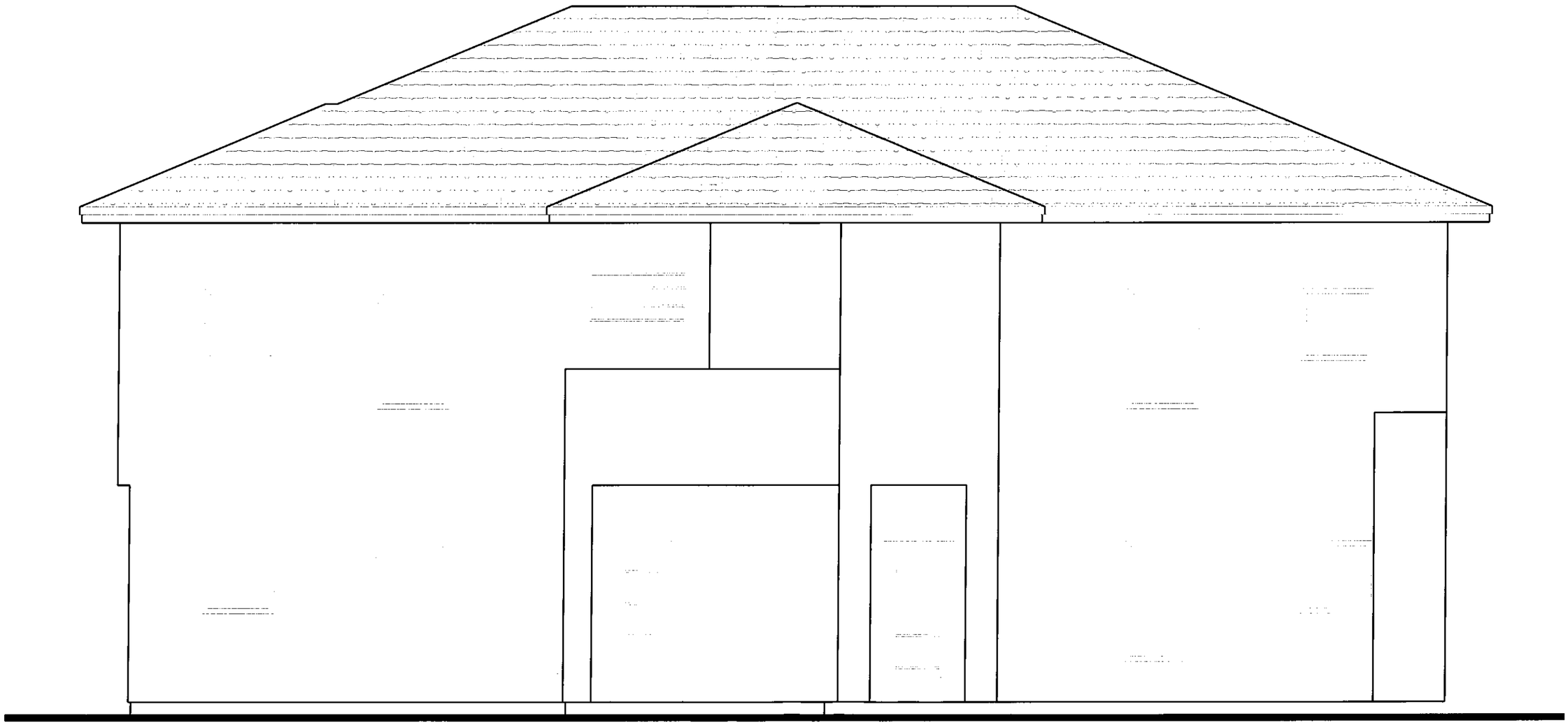


2720 Saltillo st


V-1
3'0" 5'0"s. hng
0.27 U factor
7'-0"
26'-4"
1'-8"
6"Wall
W
D
5'-10"
Laundry
2868
P-2
Kitchen
9'-0" Hi Cing
11'-0"
2'-8"
3'-0"
5'-0"
2'-9"
4'-10"
3'0" 3'0"s. hng
0.27 U factor
V-2
14'-2"
Master Bedroom
9'-0" Hi Cing
12'-4"
wh
pantry
1006
P-3
2'-8"
3'-2"
3'-1"
1'±5"
A/C
P-1
2468
7'-4"
7'-3"
4'-6"
1'-6"
21'-11"
P-1
2468
2868
P-2
1'-10"
w-in-cl
3'-8"
5'-8"
4'-8"
5'-6"
13'-4"
Ap. 2
Living area
9'-0" Hi Cing
9'-0" Hi Cing
3068
P-3
9'-2"
2'-2"
4'-2"
Dr 5'-0"
14'-6"
6'-4"
3'-0"
1'-0"
1'-4"
Bedroom 2
9'-0" Hi Cing
11'-6"
11'-4"
8'-11"
6"Wall
9'-0" Hi Cing
7'-10"
Apartment 2
entrance
4'-0"
V-1
3'0" 5'0"s. hng
0.27 U factor
10"Wall
3'-4"
7'-4"
3'-2"
storage
P-1
2468
cl.
2'-3"
2'-6"
1'-4"
0'-8"
11'-2"
level two
1'-10"
Apartment 3-4
entrance
6'-8"
7'-0"
P-1
2468
cl.
2'-11"
10'-8"
V-1
3'0" 5'0"s. hng
0.27 U factor
11'-4"
2'-2"
3'-8"
13'-10"
3068
P-3
Apartment 1
entrance
8'-7"
6"Wall
9'-0" Hi Cing
8'-2"
Bedroom 2
9'-0" Hi Cing
9'-2"
Living area
9'-0" Hi Cing
Ap. 1
1'-10"
2'-4"
1'-0"
2'-2"
4'-0"
2868
P-2
P-1
2468
9'-0" Hi Cing
w-in-cl
3'-8"
5'-8"
4'-8"
5'-0"
3'-4"
13'-10"
P-1
2468
2868
P-2
A/C
P-1
2468
1'-10"
1'-6"
4
7'-4"
wh
pantry
1006
P-3
1'-5"
3'-1"
2'-6"
12'-8"
Master Bedroom
9'-0" Hi Cing
2'-8"
3'-2"
3
Kitchen
9'-0" Hi Cing
Laundry
9'-0" Hi Cing
2868
P-2
2
1
4'-6"
11'-0"
3'0" 3'0"s. hng
0.27 U factor
V-2
14'-2"
5'-10"
W
D
2'-8"
3'-0"
5'-0"
2'-0"
4'-10"
4'-7"
6"Wall
7'-0"
24'-0"
V-1
3'0" 5'0"s. hng
0.27 U factor
First Level



Second Level



Front elevation

STATE OF TEXAS §
§
COUNTY OF WEBB §

EXHIBIT A

NEIGHBORHOOD EMPOWERMENT ZONE (NEZ)
TAX ABATEMENT AND INCENTIVE AGREEMENT
BETWEEN THE CITY OF LAREDO AND
RISADA INVESTMENTS LLC AND 2720 SALTILLO ST

This Agreement is made and entered into by and between RISADA INVESTMENTS LLC, duly authorized to transact business in Texas ("OWNER"), and the City of Laredo, a Municipal Corporation and a home-rule city in Webb County, Texas, (the "City"), pursuant to the authority of Chapters 318 and 378 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representative for each party hereto. The City and Owner may be individually referred to as a "Party" and jointly as the "Parties."

ARTICLE I
RECITALS

The recitals set forth in **City Council Resolution No. 2026-R-93** are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

ARTICLE II
AUTHORITY AND TERM

1. **AUTHORITY.** This Agreement is entered into pursuant to:

A. Chapters 312 and 378 of the Local Government Code of the State of Texas, under Section 312.002 of the Texas Tax Code.

B. **City Council Resolution No. 2026-R-93** which specifically and originally approved this Agreement.

2. **TERM.** This agreement shall be effective as of the date of execution by all parties. This Agreement will terminate on the date all obligations under this Agreement have been fulfilled, unless earlier terminated pursuant to Article V, or otherwise extended by mutual written agreement of the Parties. The OWNER's eligibility for Tax Abatements (herein defined) shall be limited to a period of 10 consecutive years ("Period") within the term of the Agreement.

DEFINITIONS

The following words shall have the following meanings when used in this Agreement.

3. **AGREEMENT.** The word "Agreement" means this Neighborhood Empowerment Zone (NEZ) Agreement, together with all exhibits attached to this Agreement.

4. **BASE VALUE.** The word "Base Value" means the most recent total certified value of the property prior to the execution of this Agreement, and as determined by the Webb County Appraisal District before improvements (herein defined) occur.

5. **CITY.** The word "City" means the City of Laredo, Texas.

6. **IMPROVEMENTS.** The word "Improvements" means the increase the Property's (herein defined) market value either through new construction or rehabilitation of the Property.

7. **OWNER.** The word "Owner" means **RISADA INVESTMENTS LLC**

8. **PERIOD.** The word "Period" means the period beginning on January 1 of Year 1 (herein defined) and continuing for 10 consecutive years. The Period shall commence on Year 1. The Owner will be eligible for Tax Abatement (herein defined) after the full calendar year assessment of Year 1.

9. **PROJECT.** The word "Project" means the Property and related improvements (collectively the "Improvements") to be constructed by the Owner on the Property.

10. **PROJECT INVESTMENT.** The word "Project Investment" shall mean the total aggregate estimated monetary amount provided by the Owner to complete the Project.

11. **PROPERTY.** The word "Property" means the real property upon which the improvements are to be constructed, located at **2720 SALTILLO ST.**

12. **TAX ABATEMENT.** The word "Tax Abatement" means an abatement of ad valorem taxes to the Owner by the City on a yearly basis based on real property city taxes on the terms of this Agreement so long as the Owner is able to meet the minimum criteria regarding the minimum improvement valuation and submits to the yearly Annual Certification. Tax Abatements shall become effective on January 1 the year after the project is approved by the City Council.

13. **TIME OF APPLICATION.** The word "Time of Application" shall mean the calendar year in which the Owner applied for a NEZ Tax Abatement with the City.

14. **YEAR 1.** The words "Year 1" shall mean the calendar year immediately following the year in which a Certificate of Occupancy is issued by the City of Laredo to the Owner.

ARTICLE III
PROJECT REQUIREMENTS

OWNER'S OBLIGATIONS. The obligation of the City to provide the Tax Abatements to the Owner shall be conditioned upon the Owner's continued substantial compliance with and satisfaction of each of the following conditions set forth in this Agreement, as solely and finally determined by the City Council:

1. Owner will invest the aggregate estimated amount of at least **$380,000** towards the construction and completion of the Project. The approximate estimated value of the property at the time of application is $**80,318** If Owner fails to make an investment of at least $**380,000** on the Project, Owner may not be deemed to be in default of this Agreement, but the amount of the abatements may be reduced proportionately based on the amount by which the Project increment value is less.

A. Owner agrees to limit the use of the property as allowed pursuant to all Zoning Ordinances of the City of Laredo.

B. The Owner shall apply for any permits no later than 6 months after the Project is approved by the City Council. The Owner shall provide proof to the City within 30 days after permits have been issued by the City. If after 6 months from this date no permits have been pulled for the project, the tax abatement will automatically terminate, in accordance to Section F.2 of the NEZ Ordinance 2023-O-223.

C. Owner certifies that the project will be completed at least within one year from issuance and receipt of the building permit, unless delayed because of force majeure, in which case the one year shall be extended by the number of days comprising the specific force majeure. For purposes of this Agreement, force majeure shall mean an event beyond Owner's reasonable control as determined by the City of Laredo in its sole discretion, which shall not be unreasonably withheld, including, without limitation, delays caused by adverse weather, delays in receipt of any required permits or approvals from any governmental authority, acts of God, or fires. Force majeure shall not include construction delays caused due to purely financial matters, such as, without limitation, delays in obtaining of adequate financing.

D. The Project shall be developed in accordance with the ordinances, rules, and regulations of the City, subject to any variances, approvals, and applicable laws authorizing the Project to vary from any such regulations.

E. The Owner shall not sell or lease any interest in the property to a member of the Laredo City Council, Planning & Zoning Commission or City officer as long as this Agreement is in effect.

F. The Owner shall at all times comply with the City's building codes and zoning regulations in addition to all applicable rules, regulations, environmental laws, land use covenants and other restrictions of record. Owner shall be solely responsible for obtaining any permits, licenses, certificates, or any other required documentation or approvals for the operation of the permittable use of the Property.

G. The City reserves the right to confirm the Owner's compliance with the terms and conditions of this Agreement. The City will provide the Owner with a written report of the findings. If the monitoring notes deficiencies in the Owner's obligations under terms of this Agreement, the monitoring report shall include corrections for such deficiencies by the Owner and a reasonable amount of time in which to attain compliance.

H. Owner covenants that the project shall be developed in a manner that is consistent with the general purposes of encouraging development or redevelopment in the Zone and the Property shall be continuously used as such.

2. **CITY'S OBLIGATIONS.** As consideration for the Owner's performance of its obligations under this Agreement, during the Term of the Agreement, City shall provide the Owner the following:

A. TAX ABATEMENTS. An annual Tax Abatement to the Owner on City of Laredo imposed taxes on the real property for Year the Owner satisfies obligations.

EXHIBIT A.4 - "Tax Abatement Formula"

Term Year	Total estimated assessed Base Value of real property	Percentage tax abatement of total increased valuation
YR 1	80,318	100%
YR 2	80,318	100%
YR 3	80,318	100%
YR 4	80,318	100%
YR 5	80,318	100%
YR 6	80,318	100%
YR 7	80,318	100%
YR 8	80,318	100%
YR 9	80,318	100%
YR 10	80,318	100%

B. If the Owner fails to substantially satisfy any of the obligations included in Article III, or an Annual Certification reasonably acceptable to the City, then no Tax Abatement will be considered and Owner would be considered noncompliant.

C. The Period of Tax Abatements shall commence on Year 1. The City will issue the first Tax Abatement for the full calendar year beginning on January 1 the year after a Certificate of Occupancy is issued, and pursuant to the timeline described in the following Section D.

D. The first Tax Abatement will be issued to the Owner upon satisfaction of the following timeline:

- Application of NEZ
- Approval of NEZ through the Laredo City Council
- NEZ Agreement signed by Owner and City of Laredo
- Application for permits
- Issuance of Permits
- Issuance of Certificate of Occupancy
- Year 1 (January 1 through December 31 of the full calendar year after the Certificate of Occupancy is issued)

E. WAIVER OF PERMIT FEES. The City shall waive all pertinent fees associated with acquiring the necessary building permit, plan review, plumbing permit, electrical permit, mechanical permit, fire inspection, right of way permit, water permit and sprinkler system permit for the Improvements on the Property.

ARTICLE IV

RECORDS, AUDITS AND EVALUATION OF REQUIRED IMPROVEMENTS

1. INSPECTION OF PROPERTY

Between the execution date of this Agreement and the last day of the Term, at any time during normal office hours throughout the Term and the year following the Term and following reasonable notice to Owner, the City shall have and Owner shall provide access to the Property in order for the City to inspect the Property and evaluate the required improvements to ensure compliance with the terms and conditions of this Agreement. Owner shall cooperate fully with the City during any such inspection and/or evaluation.

2. <u>Certification</u>

OWNER shall certify annually to the City that it is in compliance with each applicable term of this Agreement. The City shall have the right to audit the Property. **OWNER** shall make all applicable records available to the City following reasonable advance notice by the City and shall otherwise cooperate fully with the City during any audit.

NOTICE.

Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if, (a) placed in the United States Mail with postage prepaid, return receipt requested, properly addressed to such party at the address hereinafter specified; or (b) deposited into the custody of a nationally recognized overnight delivery service such as FedEx or UPS, addressed to such party at the address hereinafter specified. Any notice mailed in the above manner shall be effective upon its deposit into the custody of the United States Postal Service or such nationally recognized delivery service, as applicable; all other notices shall be effective upon receipt. A party may designate a different address by giving the other party ten (10) days written notice. All notices must be filed with the City Tax Assessor-Collector.

TO THE COMPANY:
RISADA INVESTMENTS, LLC
Owner/Applicant
203 Valladolid Ave.
Laredo, TX 78046

TO THE CITY:
CITY OF LAREDO
ATTN: Joseph W. Neeb
City Manager
1110 Houston Street
PO Box 579
Laredo, TX 78042-0579

TRANSFER.

If the property on which tax is being abated is sold, the new owner may enter into a tax abatement agreement on the property for the remaining term so long as the use of the premises does not change or violate the businesses that are not allowed by the NEZ.

VI. DEFAULT AND RECAPTURE

OWNER shall be in default of this Agreement for any reason it fails to substantially comply with the development of the property, discontinues the development operations as required by the terms of this Agreement, or if any representation made by **OWNER** is false or misleading in any material aspect. Termination of this Agreement may be issued if default is not cured within sixty (60) days after written notice by the City to **OWNER**. If the City terminates this Agreement as a result of default by **OWNER**, the tax abatement shall be immediately abolished and the City shall have the right to recapture the amount of all previously waived permit and inspection fees, and the taxes previously abated. In the event of termination, a bill for the total amounts due will be sent to **OWNER**, and **OWNER** hereby agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties interest and attorney's fees will accrue if **OWNER** fails to timely pay the bill. Nothing in this Agreement shall preclude **OWNER** from disputing the bill.

VII. TERMINATION AT WILL

If the City and **OWNER** mutually determine that the development or use of the Property is longer appropriate or feasible, or that a better use is preferable, the City and **OWNER** may terminate this Agreement in writing signed by both parties. In this event, if the Term has commenced, the Term shall expire as of the effective date of the termination of this Agreement; there shall be no recapture of any taxes previously abated or fees waived; and neither party shall have any further rights or obligations hereunder.

a. In addition to the other terms of this Agreement, the tax abatement shall automatically terminate if the owner receives one conviction of a violation of the City of Laredo's Building Code regarding the property subject to the abatement agreement during the term of the tax abatement agreement.

VIII. VENUE AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of Texas and applicable ordinances, rules, regulations or policies of the City of Laredo. Venue for any action under this Agreement shall lie in the State District Court of Webb County, Texas. This Agreement is performable in Webb County, Texas.

IX. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

X. BINDING EFFECT

This agreement shall insure to the benefit of and be binding upon the City and **OWNER** and their affiliated, subsidiaries, successors and assigns.

EXECUTED on this _____ day of _____, 2025.

OWNER/APPLICANT

Signature _____/DATE/_____

Printed Name: _____

FOR CITY OF LAREDO

Signature_____/DATE/ _____

Printed Name: Joseph W. Neeb_____

Position: City Manager_____ _____

ATTEST:

_____ _____/DATE/_____ ____
Mario I. Maldonado, Jr.
City Secretary

APPROVED AS TO FORM:

_____/DATE/_____
Doanh T. Nguyen
City Attorney

City of Laredo

City Council

Meeting Date: 5/4/2026 **Consent Agenda 39.**

SUBJECT
Consideration to authorize the purchase contract with Trane U.S. Inc., Progreso Lakes, Texas, in the amount of $1,724,645.00 for the purchase of HVAC Chillers for the Sames Auto Arena. This purchase shall be made using the Buy Board Contract No. 720-23. Funding is available in the Sports & Community Venue Fund.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Trane proposes the replacement of the two existing central plant chillers with two new chillers, performed in a manner that ensures no disruption to ongoing facility operations. Trane will provide all required provisions for temporary chillers for the full duration of the project and will ensure proper operation of all temporary cooling equipment. Trane will also perform all necessary work to support the controls integration as indicated in the project plans. All mechanical modifications, along with the associated electrical work, are included in this scope.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of this motion.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Sports & Community Venue
Account #:	256-7911-515-9001
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the Sports & Community Venue Fund.

Trane Turnkey Proposal

Turnkey Proposal For:
Gloria Perez Evelyn Gomez
City Of Laredo
PO Box 210
Laredo, TX 78042-7804

Local Trane Office:
Trane U.S. Inc.
1240 North Vo Tech Drive, Ste F-G
Progreso Lakes, TX 78596

Local Trane Representative:
Jose M Rivera Valencia
Manny Rodriguez
Account Manager
E-mail: Mizael.RiveraValencia@Trane.com
Cell: (210) 792-1172
Office Phone: (210) 792-1172

Proposal ID: 8652125

Date: April 08, 2026

#720-23 BuyBoard Cooperative Purchasing

© 2026 Trane Technologies. All Rights Reserved
Confidential and Proprietary Information of Trane U.S. Inc.

Trane Turnkey Proposal

Executive Summary

Trane is pleased to present a solution to help City Of Laredo reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from City Of Laredo to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits City Of Laredo should expect from this project are highlighted below.

- New Water Cooled chillers that will improve efficiency and reliability
  - Included with a 5 year parts, labor and refrigerant warranty
  - Included with a 5 year Maintenance agreement
- New VFD's for Pumps, Cooling Towers and existing AHU's
- Installed and project managed by the Trane team
- New Refrigerant monitor

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is **$1,599,895 USD**. This investment will provide the City of Laredo with the ability to significantly reduce operating costs and enhance comfort conditions within the facility. Including the owner-carried contingency allowance of **$75,000 USD** and rental allowance of **$49,750 USD** , the total project cost will be **$1,724,645 USD**.

We look forward to partnering with City Of Laredo for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Jose M Rivera Valencia
Account Manager, Trane U.S. Inc.

© 2026 Trane Technologies. All Rights Reserved
Confidential and Proprietary Information of Trane U.S. Inc.

Prepared For:
Gloria Perez Evelyn Gomez

Date:
April 02, 2026

Job Name:
Laredo Sames Auto Arena Chiller Replacements

Proposal ID:
8652125

Delivery Terms:
Freight Allowed and Prepaid – F.O.B. Factory

Payment Terms:
Net 30

State Contractor License Number:

Proposal Expiration Date:
30 Days

Scope of Work

Trane proposes the replacement of the two existing central plant chillers with two new chillers, performed in a manner that ensures no disruption to ongoing facility operations. Trane will provide all required provisions for temporary chillers for the full duration of the project and will ensure proper operation of all temporary cooling equipment. Trane will also perform all necessary work to support the controls integration as indicated in the project plans. All mechanical modifications, along with the associated electrical work, are included in this scope.

Turnkey Installation of HVAC Equipment per plans and specs

- New Chillers including
  - Disconnect and demolition of existing chillers (piping and electrical)
  - Reconnect chillers (piping and electrical)
  - Insulation repairs for piping impacted during chiller repair
  - Includes new control isolation valves
- New Refrigerant monitor

Mechanical Installation

- New Chillers
- New Variable Frequency drives
- Temporary chiller as needed (tie-in and disconnect) with appropriate hoses and electrical to run one air cooled chiller. Installation will need to be coordinated in ambient conditions such that the load can be carried with one smaller air cooled chiller due to electrical load limitations (air cooled chiller will require the power of both water cooled chillers)
  - Separate owner carried allowance provided for rental chiller
- AHU control valves are provided and installed by Project 2 contractor.
- TAB Audit Pre and Post per plans and specs

Electrical Installation

- Disconnect / Reconnect of Chillers – re-use existing piping and infrastructure
- Disconnect / Reconnect of VFDs – re-use existing electrical infrastructure

© 2026 Trane Technologies. All Rights Reserved
Confidential and Proprietary Information of Trane U.S. Inc.

New Equipment Information

Tag Data - Centrifugal Chiller Water-Cooled Agility (Qty: 2)

Tag(s)	Qty	Model Number
CH-1, CH-2	2	HDWA050

General

Built in North America - USA
Centrifugal Compressor Chiller
R-513A Refrigerant
Standard Cooling configuration
EXV
UL / CUL Listed
Complies with ASHRAE 90.1-2022
AHRI tolerance
Chiller shipped with Nitrogen holding charge, chiller to be charged with refrigerant in field by Trane
Spring loaded relief valve

Compressor

High Speed Direct Drive Compressor
Oilless magnetic bearing design
Multi stage compressor for improved lift and widened compressor map
Inlet guide vanes for variable capacity operation
Variable speed design for improved part lift efficiency

Evaporator

0.75 inch internally enhanced copper tubes
0.025 inch thick copper
150 psig working water pressure rating
Standard two pass water box – non-marine (see pricing options)
Victaulic connections
Thermal Dispersion flow switch (IFM) – Field installed by Trane
Field insulated by Trane

Condenser

0.75 inch internally enhanced copper tubes
0.025 inch thick copper
150 psig working water pressure rating
Standard two pass water box – non-marine (see pricing options)
ASME shell construction
Victaulic connections
Thermal Dispersion flow switch (IFM) – Field installed by Trane

Electrical

460V / 3ø / 60Hz Power Connection
Adaptive Frequency Drive (AFD) unit mounted / liquid cooled
439 RLA Frame Size
Without Harmonic Filter Option

Controls

Symbio 800 Control Platform
Color Touchscreen Human Interface
BACnet / IP or MSTP compatible – connection to BAS by others

Performance

Actual Tonnage:	400 Tons
Full load efficiency at AHRI conditions:	0.5290 kW/Ton
Part load efficiency at AHRI conditions:	0.3327 kW/Ton
Min Stable Operating load with AHRI relief:	11%
Min Stable operating load with constant condenser water temp:	13%
KW Usage at Design:	220.5 kW

Nets

Startup by Trane
1st through 5th year parts, labor and refrigerant quality warranty

© 2026 Trane Technologies. All Rights Reserved
Confidential and Proprietary Information of Trane U.S. Inc.

Inclusions:

1. **Performance and payment bond is included.**
2. **Trane will provide a rental air cooled chiller to ensure continued cooling capacity throughout the project downtime. (See rental allowance)**
3. **Integration assistance for the VFDs and chiller, provided to the controls contractor, is included.**
4. **All control valves are provided and installed by Project 2 contractor.**
5. **AABC Certified testing and balancing, as per the mechanical plans and specification section 230593 is included.**
6. Trane shall provide all necessary supervision, labor, payroll taxes, insurances, material, and ancillary equipment to ensure the completion of the scope of work above.
7. All work sequences to comply and coordinate with facilities staff members and department heads.
8. Trane shall provide operation and maintenance manuals to reflect the completed work.
9. Trane will provide the necessary manufacturer's warranty documentation for the materials and equipment installed under this package of work.
10. Trane shall comply with manufacturer's guidelines when performing equipment installation.
11. Trane will provide necessary hoisting as required for the scope of services. Cranes, scissor lifts, man-lifts, scaffolding, or other hoisting and rigging equipment will be the responsibility of Trane.
12. A crane lift plan will be provided to the customer and upon approval and scheduling, Crane will be set up with flagging and barricading in designated area. Crane lift to coincide with new chiller delivery and completion of disassembly process.
13. Customer agrees to perform the removal of unnecessary stored materials from the mechanical & electrical rooms where work is to be performed, in advance of the work performed by Trane under this agreement.
14. Customer agrees to provide access to the areas of work in a timely manner to facilitate the progress of the work.
15. Trane will ensure that obvious defects in the work or work that does not meet the standards of acceptable construction practice will be remedied prior to final acceptance of the project.
16. Because customer must maintain normal operations; parking, material staging, and clean-up will be a constraint. Parking spaces will be identified for Trane contractor parking and parking permits will be issued to Trane for contractor parking.
17. Trane is responsible for daily clean-up and disposal of construction debris, packaging materials, pallets, personal trash, or other trash. No construction debris will be placed in customer receptacles or containers.
18. Eating, consuming fluids, or smoking will only be allowed in areas designated by customer.
19. Customer to make provisions for a laydown area close to the project site for material staging.
20. Chillers to be prepared for disassembly and reassembly to fit into the existing spaces if required.
21. Up to four weeks of storage fees for receiving, re-loading, and transporting to job site is included.

Exclusions & Clarifications:

1. All control work is specifically excluded including control devices, programming, end devices, sensors, and controllers.
2. Texas State Sales, Use or Remodel Taxes are excluded. Our understanding is the customer is tax exempt.
3. Federal Davis-Bacon Wage Requirements are excluded.
4. Construction to take place during working hours based on a 5-day, 10-hour work week.
5. Chiller has been selected to the engineering schedule provided by TEESI Engineering.
6. Temporary electrical power generation equipment or installation is excluded.
7. Does not include anything not specifically detailed within this proposal.
8. Trane excludes the provision, installation, integration, and associated wiring of Fire / fire-smoke/ control dampers and smoke detectors unless specifically defined within this scope of services.
9. Trane excludes the repair, replacement or rebuilding of customer equipment that is not listed in the equipment lists provided in this document.
10. Trane excludes the removal, remediation, or handling of hazardous or contaminated soils, paints, coatings, adhesives, or other materials as part of this program of work. If suspicious materials are discovered, they will be identified and presented to the customer representative for testing.
11. Trane excludes the correction, repair or remediation of existing code compliance issues uncovered or existing at the facility that are outside the scope of this project work.
12. Work required to correct, bring into compliance, or mitigate ADA (American with Disabilities Act) requirements is excluded.
13. Existing plant sequence of operations to remain in place/uninterrupted.

© 2026 Trane Technologies. All Rights Reserved
Confidential and Proprietary Information of Trane U.S. Inc.

Pricing and Acceptance

Gloria Perez Evelyn Gomez
City Of Laredo
PO Box 210
Laredo, TX 78042-7804

Site Address:
Sames Auto Arena
6700 Arena
Laredo, TX 78041

Price

Net Price (excluding Owner carried contingency) ..... $ 1,599,895.00
Rental Chiller Allowance (2 months included @ $24,875 / month) $49,750.00
Owner-caried contingency Per plans and specs..... $75,000.00

Total Net Price 1,724,645.00

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

Financial items not included

- Bid Bond (can be provided upon customers request)
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Jose M Rivera Valencia
Manny Rodriguez
Account Manager
Trane U.S. Inc.
E-mail: Mizael.RiveraValencia@Trane.com
Office Phone: (210) 792-1172

© 2026 Trane Technologies. All Rights Reserved
Confidential and Proprietary Information of Trane U.S. Inc.

ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Commercial Turnkey Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Retention withheld 5% on installation, 0% on Equipment; rate reduced per the contract documents and released no later than the date of Trane substantial completion.

Submitted By: Jose M Rivera Valencia	Cell: (210) 792-1172 Office: (210) 792-1172 Proposal Date: April 08, 2026
CUSTOMER ACCEPTANCE City Of Laredo	**TRANE ACCEPTANCE** Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number:

© 2026 Trane Technologies. All Rights Reserved
Confidential and Proprietary Information of Trane U.S. Inc.

TERMS AND CONDITIONS – COMMERCIAL TURNKEY INSTALLATION – Trane Equipment and Related Work
"Trane" or "Company" shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions, and the final Proposal price ("Proposal Price"). If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes.

a. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

b. **Allocation to Trane of Tax Deduction under Section 179D of the Internal Revenue Code**. For calendar tax year(s) in which (a) the provisions of Section 179D of the Internal Revenue Code are in effect and (b) the qualifying property installed as a part of the Services has been placed in service pursuant to Section 179D, Customer agrees to allocate the tax deduction available under Section 179D solely to Trane pursuant to Section 179D(d)(4) and, upon a written request from Trane, shall provide the written form of allocation to the Customer that is required by the Internal Revenue Service.

5. Exclusions from Work. Company's obligation is limited to the Work as written and defined under the scope of Work and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company in accordance with the Change of Work process defined hereunder..

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. For Work requiring a longer construction schedule and progress payments, Customer shall pay Company or cause Company to be paid for the Services as follows: (a) **Initial Payment:** For Upon execution hereof, [Initial Payment]% of the Contract Price (for engineering, drafting and other mobilization costs incurred prior to on-site installation) shall be due; and (b) **Progress and Final Payments:** Company will invoice in accordance with the Proposal for all materials and equipment delivered to the job site (or, as applicable, to an off-site storage facility) and for all installation, labor and services performed during the billing period; Customer shall pay all amounts due upon receipt of the invoice and any invoice not paid within ten (10) calendar days of its date shall be past due. All amounts outstanding ten (10) calendar days beyond the due date shall bear interest payable to Trane at the maximum allowable legal rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due from Customer. For all other Work, Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Equipment Location & Access. Customer shall provide, without charge, a mutually satisfactory location or locations for the installation and operation of the equipment and the performance of the installation work, including sufficient areas for staging, mobilization, and storage. Customer shall provide access to the Premises for Trane and its contractors or subcontractors during regular business hours, or such other hours as may be requested by Trane and acceptable to Customer, to install, adjust, inspect, and correct the installation work. Trane's access to correct any emergency condition shall not be restricted by Customer. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. Completion. When Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

a. Substantial Completion. When Trane considers that the Services, or a portion thereof, are substantially complete, Trane will submit to Customer a proposed "punch list" listing items of the Services to be completed prior to final completion. Customer and Trane shall inspect the Work (or portion thereof) to determine if the same is substantially complete. (Substantial Completion is defined as the stage in the progress of the Services (or designated portion thereof) when the Work is sufficiently complete so that Customer can occupy or utilize the Services for its intended use.) Customer and Trane shall add to the punch list any item of work that has not been

© 2026 Trane Technologies. All Rights Reserved
Confidential and Proprietary Information of Trane U.S. Inc.

completed. When the Services (or designated portion thereof) are substantially complete, Customer and Trane shall execute a Certificate of Substantial Completion, setting forth the date of Substantial Completion and shall state the date by which Trane shall complete the items included on the punch list.

b. Final Completion. Upon Customer's receipt of written notice from Trane that the installation work included in the Work is ready for final inspection and acceptance, Customer and Trane shall inspect the installation services and determine whether the same has been performed in accordance with the Proposal. If Customer considers the installation work to have been performed in accordance with the Proposal, Customer shall issue a Certificate of Final Completion and Acceptance, to be executed by an authorized representative of Customer. In the event Trane presents a Certificate of Final Completion and Acceptance to Customer for execution and, within fourteen (14) calendar days from the date noted in the Certificate as the date of such presentation, Customer fails to deliver an executed original of the Certificate to Trane and does not provide to Trane written objections to issuance of the Certificate, providing specific facts as to why the Services have not been finally completed, the Date of Final Completion shall be the date noted in the Certificate as the date the Certificate was submitted to Customer.

11. Changes in Work

a. Customer, by written change order, may request that Trane perform services in addition to the Work ("Change Order"). Trane shall be obligated to perform such additional services only pursuant to a Change Order agreed to and executed by Customer and Trane. The Change Order shall reflect the parties' agreement with respect to the scope of the additional services, the amount of any adjustment in the Proposal Price, and the extent of any adjustment in the contract time.

b. If a Change Order provides for an adjustment to the Proposal Price, such adjustment shall be based on one of the following methods:

(1) A lump sum agreed to by Customer and Trane;
(2) Unit prices set forth in this Agreement or subsequently agreed to; or
(3) Cost of the work ordered plus a fee agreed to by the parties.

c. The following types of costs, which listing is not all-inclusive, shall be included in the determination of the cost of the additional work:

(1) costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or industry practice or custom, and workers' compensation insurance;
(2) costs of materials, supplies and equipment, including transportation thereof, whether the same is incorporated or consumed in the additional work;
(3) the costs of renting machinery and equipment, except hand tools;
(4) premium costs for all bonds and insurance, permit or other governmental approval or inspection fees, and sales, use or comparable taxes relating to the additional work; and
(5) additional costs of supervision and field office personnel directly attributable to the additional work.

12. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

13. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

14. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Proposal Price, contract time, or both.

15. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

16. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

17. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

18. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

19. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

20. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, LIQUIDATED INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

21. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL**

© 2026 Trane Technologies. All Rights Reserved
Confidential and Proprietary Information of Trane U.S. Inc.

COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

22. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

23. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up**. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)" are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.**

24 Insurance.

a. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

b. Customer's Liability and Property Insurance. (a) Customer shall be responsible for purchasing and maintaining Commercial General Liability Insurance of the type and amount Customer deems necessary and appropriate. (b) Customer shall purchase and maintain until Final Payment property insurance for the installation work in progress at least in an amount equal to the Proposal Price, as the same may be adjusted from time to time, for the installation work (including the equipment) on a replacement cost basis with a deductible of no more than $5,000 from an insurer reasonably acceptable to Trane. Such property insurance shall include the interests of Customer, Trane, and its subcontractors (at whatever tier) as additional insureds as their interests may appear. The property insurance purchased by Customer shall be on an all-risk policy form. The property insurance shall cover portions of the installation work stored off site after written approval of Customer at the value established in the approval. Customer, for itself and its insurance carriers, hereby waives all rights of subrogation against Trane and any of its subcontractors, agents, employees, and officers with respect to property insurance and any other insurance coverages maintained by Customer. (c) A loss insured under Customer's property insurance shall be adjusted by Customer's Insurer as a fiduciary and made payable to Customer as a fiduciary for the insureds, as their respective interests may appear, subject to requirements of any applicable mortgagee clause. Trane shall pay its subcontractors their just shares of insurance proceeds received by Customer and remitted to Trane, and, by appropriate agreements, written where legally required for validity, shall require said subcontractors to make payments to their subcontractors in a similar manner. In its fiduciary role, Customer shall have the power to negotiate and settle a loss with insurers; provided, however, that at least ten (10) days prior to agreeing to the proposed settlement, Customer shall advise the parties in interest in writing of the terms of the same and the parties in interest shall have seven (7) days thereafter to object in writing to the proposed adjustment or settlement; if such objection is made, Customer shall not enter into or agree to the proposed adjustment. (d) Certificates of insurance acceptable to the Customer and to Trane shall be provided by each party to the other prior to commencement of performance of any Services. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the other party. If any of the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment.

25. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

26. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

27. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment

© 2026 Trane Technologies. All Rights Reserved
Confidential and Proprietary Information of Trane U.S. Inc.

individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

28. Export Laws. The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

29. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

30. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

31. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10 (07072025)
Supersedes 1-26.251-10(0325)

© 2026 Trane Technologies. All Rights Reserved
Confidential and Proprietary Information of Trane U.S. Inc.

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:
"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.
"Equipment" shall have the meaning set forth in the Agreement.
"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.
"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.
"Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
    a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
    b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
    c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
    d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
    e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "***Laws***").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("***Information Security Program***"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

8. Information Security Contact. Trane's information security contact is Local Sales Office.

9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

© 2026 Trane Technologies. All Rights Reserved
Confidential and Proprietary Information of Trane U.S. Inc.

11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
    (i) Data backups; and
    (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024
Supersedes: November 2023v2

© 2026 Trane Technologies. All Rights Reserved
Confidential and Proprietary Information of Trane U.S. Inc.

BuyBoard Vendor Contract Information Summary

Vendor	Trane
Contact	Barbara Ramay
Phone	817-838-1368
Email	barbara.ramay@trane.com
TIN	25-0900465
Address Line 1	1617 Hutton Drive
Vendor City	Carrollton
Vendor Zip	75006
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	Texas
Contract Name	HVAC Equipment, Supplies, and Installation of HVAC Equipment
Contract No.	720-23
Effective	12/01/2023
Expiration	11/30/2026
Accepts RFQs	Yes

City of Laredo

City Council

Meeting Date: 5/4/2026 **Consent Agenda 40.**

SUBJECT
Consideration to approve the purchase of wireless headsets for 13 ambulances and 11 engines, in the amount of $103,241.88 with an additional estimated $1,500.00 for freight, for a total cost of $104,741.88. The vendor is Rugged Solutions America, LLC dba Setcom Corporation, Austin, TX, and the purchase will be made utilizing Sourcewell Contract #020625-TESS. These headsets are essential communication tools that improve operational efficiency, safety, and coordination. Funding is available in the 2025 Public Property Financial Contractual Obligation (PPFCO) Fund and the 2023 Certificate of Obligation Bond.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Use of headsets improves situational awareness by reducing radio noise interference critical for effective firefighting and rescue operations.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this item.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	2025 PPFCO and 2023 CO Bond
Account #:	Various
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Funding will be available through:

2025 PPFCO	401-9885-525-9001	FD2401	$ 100,834.00
2023 CO Bond	476-2410-524-9900	FD2401	3,907.88
		Total	$ 104,741.88

CITY OF LAREDO

FIRE DEPARTMENT

MEMORANDUM

TO: Mr. Joseph Neeb, City Manager

FROM: Guillermo Heard, Fire Chief / EMC

DATE: January 5, 2026

SUBJECT: Wireless Headsets for 13 Ambulances & 11 Engines

I respectfully request your authorization to utilize the available unused Capital Funds to cover the difference from the original budgeted amount for the purchase of wireless headsets for our fire department front line units.

The wireless headsets are an essential communication tool that significantly enhance operational efficiency, safety, and coordination during emergency responses. They allow clear, hands-free communication among team members, reduce radio noise interference, and improve overall situational awareness, which is critical for effective firefighting and rescue operations. Additionally, these headsets support risk management's hearing protection recommendations, helping to safeguard personnel from noise-related hazards during emergency responses.

The total additional amount needed is $4,516.00. This amount can be covered by the designated Capital Fund: FD2401 Reserve.

Securing these wireless headsets ensures our personnel are equipped with reliable, modern communication devices that support swift and safe responses to emergencies, ultimately benefiting community safety and departmental effectiveness.

This purchase is a critical investment in the safety and operational readiness of our firefighter/paramedics during any critical incidents.

For _____ Approved
Joseph Neeb
City Manager

_____ Denied
Joseph Neeb
City Manager

Estimate

Rugged Solutions America, LLC
dba Setcom Corporation
3019 Alvin DeVane Blvd
Suite 560
Austin TX 78741
(650) 965-8020
www.SetcomCorp.com

Date	Expires	Estimate #
4/7/2026	5/7/2026	958281

Comments / Notes

Sourcewell Contract # 020625-TESS

Bill To	Ship To
Fire Administration Building 616 E Del Mar Blvd Laredo TX 78041	ATTN: Aladdin Hall Laredo Fire Department 616 E Del Mar Blvd Laredo TX 78041

Terms	Lead Time	Ship Via	FOB	Account Executive
Net 30	Three Weeks	UPS GRD	Austin, TX	Doug Sartin

Item	Qty	Units	Description	Detailed Description	Rate	Amount
IM-950	13		Intercom Mixer, System 900	Single Radio Interface, Fully Adjustable Use with RCB or RC-xx__ cable types Full Duplex Intercom 4 Radio Transmit Circuits, TSR Jacks Remote Port for Up to 4 Additional Intercom-Only Positions 2 Footswitch Ports: (1 assignable to HS1 or HS2, 1 assignable to HS3 or HS4) AUX Audio Input Automatic AUX Muting on PTT or Radio RX (selectable), 3-second delayed recovery from AUX Mute Fully Isolated DC Power for Noise Immunity TX Audio PTT Lockout Can connect to 2 radios with RRC-950 (requires 25-0108 cable)	1,090.56	14,177.28
8B-900	26		Headset	Radio Transmit Headset, System 900 Dual Ear Muff - Over-the-Head Reversible Cable Dress Always Live on the Intercom Radio Push-to-Talk and Volume Control in the Headset 15‘ Coil-Cord New & Improved Design - Supersedes 7B-900	466.88	12,138.88
6B-900	13		Headset	Radio Transmit Headset, System 900 Single Ear Muff - Over-the-Head Reversible Cable Dress Always Live on the Intercom Radio Push-to-Talk and Volume Control in the Headset 15’ Coil-Cord	453.56	5,896.28

Ref Diagram

Estimate

Date	Expires	Estimate #
4/7/2026	5/7/2026	958281

Comments / Notes
Sourcewell Contract # 020625-TESS

Terms	Lead Time	Ship Via	FOB	Account Executive
Net 30	Three Weeks	UPS GRD	Austin, TX	Doug Sartin

Item	Qty	Units	Description	Detailed Description	Rate	Amount
				New & Improved Design - Supersedes 7B-900		
ES-907-30	13		*Extension Station	For Radio Transmit Headsets, System 900 30‘ Extension Cable, Single Jack Includes Footswitch Port For Use With FS-MAC For Applications Where Footswitch Port Is Unavailable (eg As With IM-900E)	237.96	3,093.48
FS-MAC	13		* Footswitch (NCNR)	For MAC-5B Single Person Headset System For Mobile Radio 6’ Cable	188.96	2,456.48
RC-18MU4K	24		Radio Cable	Overmolded conxall 18‘ Radio Cable, System 900, 1310, or 1600 For Motorola APX/XTL series of mobile radios, dash-mount or remote-mount versions, also for PM1500 Radios.	349.80	8,395.20
MS-900MAX	11		LiberatorMAX Master Station 16-Channel	Radio Interface Base for LiberatorMAX 16-Channel	1,631.84	17,950.24
CSB-900MAX Kit	22		Wireless Headset, Radio Transmit, 16-Channel Includes Charge Cable (25-1027) and Hanger Hook (14-7014)		889.41	19,567.02
CSB-901MAX Kit	22		Wireless Headset, Intercom Only, 16-Channel Includes Charge Cable (25-1027) and Hanger Hook (14-7014)		889.41	19,567.02

Items marked with an asterisk (*) are special order and non-returnable.

We appreciate the opportunity to work with you on this project.

Setcom’s warranty policy can be found here: https://setcomcorp.com/warranty.html

Subtotal	103,241.88
Shipping Cost (UPS GRD)	0.00
Total	$103,241.88

Ref Diagram

City of Laredo

City Council

Meeting Date: 5/4/2026 **Consent Agenda 41.**

SUBJECT
Consideration to approve a Memorandum of Understanding between Workforce Solutions for South Texas and the City of Laredo Fire Department to establish a cooperative and mutually beneficial partnership for the Externship for Teachers Program. The Fire Department will serve as a worksite for selected teachers participating in the program for two (2) weeks in June. The agreement will remain in effect until January 31, 2027, unless canceled by mutual agreement of either party at any time with 30 days' written notice. There is no financial impact.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Employer Partner shall:

Serve as a worksite for selected teachers participating in the Externships for Teachers Program for 2 weeks during the month of June 2026. Selected teachers will conduct observations at the worksite 4 hours per day.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this MOU.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	N
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:
There is no financial impact.

MEMORANDUM OF UNDERSTANDING
2026 Externships for Teachers Program
Between
Workforce Solutions for South Texas
And
"City of Laredo, Laredo Fire Department"

---

1. Parties

The following Memorandum of Understanding (MOU) sets for the terms of agreement between Workforce Solutions for South Texas, hereinafter referred to as "WSST," and Laredo Fire Dept., hereinafter referred to as "Employer/Work Site".

2. Agreement Period

This non-financial agreement is effective upon signature and remains in effect until January 31, 2027 unless canceled by mutual agreement, or by either party at any time by giving a 30-day written notice in advance to the other party.

3. Purpose

It is the purpose of this Agreement to establish a cooperative and mutually beneficial relationship between the parties and to set forth the relative responsibilities of the parties insofar as they relate to effective partnership outcomes during the Externships for Teachers program.

4. Assurances

A. Both parties agree to comply with Section 188 of the Workforce Innovation Opportunity Investment Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I—financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Texas Revised Civil Statutes Article relating to workplace confidentiality guidelines regarding AIDS and HIV.

B. Both parties will secure the confidentiality of records and other information relating to customers in accordance with Federal law, rules and regulations as well as applicable State laws and regulations.

5. Responsibilities of the Parties under Agreement

In consideration of the mutual aims and objectives of the parties to this agreement and in recognition of the public benefit to be derived from effective implementation of the services involved, the parties agree that their responsibilities under this agreement are as follows:

WSST Board Roles and Responsibilities include:

(1) Assign liaison to the program;

(2) Coordinate, conduct and hold planning meetings to develop a detailed program plan for the Externships for Teachers Program that will make connections between the teacher's knowledge base during classroom instruction and the skillsets required/needed at the employer's worksite.

(3) Obtain required formal letters of agreement or MOUs with partners;

(4) Conduct the 10-day Externships for Teachers Program to include program orientation, worksite occupational skills observations and the development of lesson plans to incorporate worksite observations;

(5) Conduct a program evaluation;

(6) Oversee and collect all documentation for the grant required leveraged funds;

(7) Submit all required program deliverables including detailed plan, implementation schedule, expenditure projections and performance benchmarks, program monitoring, quarterly and final reports.

Employer Partner shall:

(1) Serve as a worksite for selected teachers participating in the Externships for Teachers Program for 2 weeks during the month of June 2026. Selected teachers will conduct observations at the worksite 4 hours per day.

(2) Assign a worksite coordinator to serve as the liaison to the program;

(3) Participate in program planning to help in the development of a program plan for the Externships for Teachers Program that will make connections between the teacher's knowledge base during classroom instruction and the skillsets required/needed at the employer's worksite, participate in the Employer Panel Presentation during orientation day and participate in the closing session to share best practices on the last day of the second week of the externship program.

(4) Provide an overview of how the identified high-demand occupations function within the targeted industry worksite, including the required knowledge, skills, abilities, and educational qualifications for each occupation.

(5) Participation as a liaison and planning activities constitutes leverage funding that is required for the grant, employer will provide required supporting documentation attesting participation;

(6) If available, employers are encouraged to submit copies of any materials that may support the program, including safety manuals, pre-employment assessments, occupational job descriptions, as well as any relevant videos that may help to prepare the participants.

6. General Provisions

The parties to the Agreement assume full responsibility for the respective costs associated with their performance of the terms of this Agreement. In no event shall WSST be obligated to pay or reimburse any expense incurred by the employer.

It is understood by the parties that each shall fulfill its responsibilities under this Agreement in accordance with the provisions of law and regulation, which govern their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provision or operating procedures.

The Agreement may be amended at any time in writing and by mutual consent of the parties.

7. Contact Persons

Each entity will appoint a liaison to serve as the point of contact. The liaisons may communicate as needed and/or call meetings between the entities. Additionally, they may propose amendments to this Agreement as appropriate.

The liaison for WSST is Marissa Arce, Employment Services Supervisor and may be reached at (956) 794-6509 or via email at (marissa.arce@southtexasworkforce.org).

The liaison for Employer/Worksite is Ricardo Cedillo Jr. and may be reached at (956) 718-6025 or via email at rcedillo@ci.laredo.tx.us

8. Signatory Approval

The undersigned parties bind themselves to the faithful performance of this Agreement. It is mutually understood that this Agreement shall not become effective until approved by all parties involved.

Workforce Solutions for South Texas:	**City of Laredo:**
By: Rogelio Trevino	By: _____
Signature: _____	Signature: _____
Title: Executive Director	Title: City Manager
Date: _____	Date: _____

By: _____

Signature: _____

Title: Fire Chief

Date: _____

By: _____

Signature: _____

Title: City Secretary

Date: _____

By: _____

Signature: _____

Title: City Attorney

Date: _____

ATTACHMENT 1

Background on Workforce Solutions for South Texas Teacher Externship Program

The WSST Teacher Externship Program will have ten days of activities focused on increasing awareness of real-world connections between the teacher's subject area and what is observed in the worksites. The WSST Teacher Externship Program will be held during the week of June 8, 2026 thru June 19, 2026. Thirty-five (35) teachers will spend ten days visiting assigned targeted industry employer job sites to observe the employer-required skills, and competencies mandated for target occupations that will result in teachers making a better connection to the occupational need and student learning.

There will be 25 – 35 employers that will be recruited to participate in the Externship Program, they will be targeted from industries that include Distribution, Transportation and Logistics, Medical, Health Care, Social Services, Professional and Business services industries (NAICS 4885, 4931, 6211, 6214, 6216, 622, 99).

The 2026 Externships for Teachers Program will be conducted during the month of June 2026 for 10 days - Week 1 (Days 1 - 5); and Week 2 (Days 6 - 10).

During Week 1 - Day 1, Monday morning, an LMI training program will be held at Laredo College campus, eligible teachers will participate in facilitated LMI discussion and participate in interactive employer panel discussion. Eligible teachers will begin their assigned job site visits on Day 1 (1:00 - 5:00) to complete their first 4 hours of instruction. Eligible teachers will continue conducting their assigned job site visits on Day 2, Day 3, Day 4 and Day 5 to complete 4 hours of instruction per day.

During Week 2 - eligible teachers will continue to visit their assigned job sites on Day 6, Day 7, Day 8, Day 9 and Day 10 to complete 4 hours of instruction per day. In addition to their 4 hours of instruction, eligible teachers will work with their employer point of contact(s) and additional 4 hours during each week to work on collaborative curriculum development activities. On Day 10, upon completion of their 4 hours of instruction, eligible teachers will report to the WSST Workforce Center (1:00 - 5:00) to participate in facilitated discussions that provide relevance and connections to the worksite visits and taught subject in order to finalize and submit lesson plans.

Employers will have the following role and responsibilities – (a) identify a coordinator to serve as the liaison to the program; (b) participate in pre-program planning meetings to plan worksite schedules and connections to targeted occupations (c) mentor teachers at assigned worksites (d) participate in a panel discussion during the orientation day; (e) provide an industry overview to include how the varied demand occupations work within the targeted industry worksite; (f) complete a survey evaluation of the program.

City of Laredo

City Council

Meeting Date: 5/4/2026 **Resolution 42.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas authorizing the City Manager to submit a grant application in the amount not to exceed $100,000.00 to the U.S. Department of Transportation, the FY 2026 Safe Streets and Roads for All (SS4A) grant program to fund acquisition of vehicle monitoring devices with telematic capability for a behavior program to reduce EMS response unit crashes and improve patient outcomes. The SS4A grant has a twenty percent match requirement at the time of application. This notice of funding opportunity is on a reimbursement basis. Funding is available in the Special Fire Grants Fund.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
N/A

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
N/A

Fiscal Impact

Fiscal Year:	FY 2027
Budgeted Y/N?:	Y
Source of Funds:	Special Fire Grants Fund
Account #:	260
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the Special Fire Grants Fund.

RESOLUTION NO. 2026-R-111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION IN THE AMOUNT NOT TO EXCEED $100,000.00 TO THE U.S. DEPARTMENT OF TRANSPORTATION, THE FY 2026 SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT PROGRAM TO FUND ACQUISITION OF VEHICLE MONITORING DEVICES WITH TELEMATIC CAPABILITY FOR A BEHAVIOR PROGRAM TO REDUCE EMS RESPONSE UNIT CRASHES AND IMPROVE PATIENT OUTCOMES. THE SS4A GRANT HAS A TWENTY PERCENT MATCH REQUIREMENT AT THE TIME OF APPLICATION. THIS NOTICE OF FUNDING OPPORTUNITY IS ON A REIMBURSEMENT BASIS. FUNDING IS AVAILABLE IN THE SPECIAL FIRE GRANTS FUND.

Whereas, the U.S. DEPT.OF TRANSPORTATION has announced, and made available reimbursable funds for the *SAFE STREETS AND ROADS FOR ALL* Grant Program for the 2026 fiscal year that will allow for the acquisition of new vehicle monitoring equipment; and

Whereas, the *City Council of the City of Laredo* acknowledges and expresses its sincere and cordial intention to apply for the aforementioned funding opportunity, whose implementation date cannot begin until funding is approved, and that the project must be completed in 24 months upon signed funding agreement between the Department of Transportation and the recipient.

Whereas, the *City Council of the City of Laredo* finds it in the best interest of the citizens of the City of Laredo, Texas to formally apply and submit an application for the aforementioned Safe Streets and Roads for All Grant Program through the City of Laredo's Fire Department in order to improve the department's performance, efficiency and safety during incident response; and

Whereas, the *City Council of the City of Laredo* agrees that in the event of loss or misuse of Safe Streets and Roads for All Grant , the City of Laredo assures that the funds will be returned to the U.S. Department of Transportation in full; and

Whereas, the *City Council of the City of Laredo* designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

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

Section 1: Authorizing the City Manager to submit a grant application in the amount not to exceed $100,000.00 to The U.S. Department of Transportation, under the Safe Streets and Roads for All Grant Program, to acquire vehicle monitoring devices with telematic capability. The SS4A grant has a twenty percent match requirement at the time of application. This notice of funding opportunity is on a reimbursement basis. Funding is available in the Special Fire Grants Fund. Acct. 260-2499-524-9900.

Section 2: This Resolution shall take effect immediately upon passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____DAY OF_____, 2026.

_____

DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/4/2026 **Consent Agenda 43.**

SUBJECT
Consideration to renew parts/service contract FY25-034 with the following vendors:

1). Bone's Custom Cycles, Laredo, TX in an annual amount up to $130,000.00 and $260,000.00 for the remainder of the contract term;

2). Laredo Mechanical Industrial Services, Laredo, TX in an annual amount up to $75,000.00 and $150,000.00 for the remainder of the contract term;

3). Gutierrez Machine & Welding Shop, Laredo, TX in an amount up to $75,000.00 and $150,000.00 for the remainder of the contract term:

for providing small and large size trailer repair services for the Fleet Department. The term of this contract shall be for a period of one-year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be renewed for two additional one-year extension periods, upon mutual agreement of the parties. Funding is available in the Fleet Management fund.

PREVIOUS COUNCIL ACTION
Approved a two-year contract on 3/3/25.

BACKGROUND
This contract establishes an hourly labor rate and a parts percentage discount for small and large size trailer repair services for the Fleet Department. There was no price increase during the last extension period. The contract may be extended for two, additional one-year periods. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year: 2026.

Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593-2820-533-2072.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

				Laredo Mechanical Industrial		Bone's Custom Cycles		Gutierrez Machine & Welding	
				Total Price	$70.00	Total Price	$253.00	Total Price	$375.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Trailer Repairs for small & medium size trailer	1	EA	**$70.00**	$70.00	$248.00	$248.00	$375.00	$375.00
1.1	Standard Shop Labor Rate	1	Hourly Rate	$70.00		**$62.00**		$75.00	
1.2	Field Labor Rate	1	Hourly Rate			**$62.00**		$150.00	
1.3	Diagnostic Ship Labor Rate	1	Hourly Rate			**$62.00**		$75.00	
1.4	Diagnostic Field Labor Rate	1	Percentage			**$62.00**		$75.00	
2	Parts Price ScheduleThe City reserves the righ	1	EA			**$5.00**	$5.00		
2.1	Percent of discount offered.	1	Discount Pe			0.01%			
2.2	Repairs will be completed within working day	1	Working Da	No Response		$5.00			

City of Laredo
Purchasing Division
Renewal Notice

April 7, 2026

Mr. Juan Enrique Gonzalez
Laredo Mechanical Industrial Services
121 Ranch Road 6086C
Laredo, Texas 78043

Re: Small & Large Size Trailer Repair Services
FY25-034
Extension 1

Dear Mr. Gonzalez,

This is to inform you that the contract FY25-034 which was approved by City Council on March 3, 2025 is up for renewal. This the first of three one-year extension periods. Please advise if you wish to renew this contract.

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 renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc. Purchasing Division

Laredo Mechanical Industrial Services

Request a contract extension: V Not request a contract extension: _____

Authorized Signature: _____

Print Name: JUAN ENRIQUE GONZALEZ

Date: 4/8/2026

City of Laredo
Purchasing Division
Letter of Award

March 4, 2025

Mr. Moises Gutierrez Jr.
Gutierrez Machine & Welding Shop
201 West Ryan Street
Laredo, Texas 78041

Re: Small & Large Size Trailer Repair Services
FY25-034
Approved by City Council March 3, 2025

Dear Mr. Gutierrez,

This is to inform you that the contract FY25-034 was approved by City Council on March 3, 2025. The term of this contract shall be for a period of two years. Your company will be the secondary vendor for this contract. This contract has (3) three one (1) year extension periods. As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

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 ealdape@ci.laredo.tx.us If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc. Purchasing Division

City of Laredo
Purchasing Division
LETTER OF AWARD

March 4, 2025

Mr. Roberto Martinez
Bone's Custom Cycles
P.O. Box 440129
Laredo, Texas 78043

Re: Small & Large Size Trailer Repair Services
Contract FY25-034
Approved by City Council on March 3, 2025

Dear Mr. Martinez,

This is to inform you that the contract FY25-034 was approved by City Council on March 3, 2025. The term of this contract shall be for a period of two years. Your company will be the primary vendor for this contract. This contract has three one-year extension periods. As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

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 ealdape@ci.laredo.tx.us If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division
Letter of Award

March 4, 2025

Mr. Juan Enrique Gonzalez
Laredo Mechanical Industrial Services
121 Ranch Road 6086C
Laredo, Texas 78043

Re: Small & Large Size Trailer Repair Services
FY25-034
Approved by City Council March 3, 2025

Dear Mr. Gonzalez,

This is to inform you that the contract FY25-034 was approved by City Council on March 3, 2025. The term of this contract shall be for a period of two years. Your company will be the secondary vendor for this contract. This contract has (3) three one (1) year extension periods. As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

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 ealdape@ci.laredo.tx.us If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc. Purchasing Division

City of Laredo

Legislation Details (With Text)

File #:	25-290 **Version:** 1		
Type:	Consent Agenda	**Status:**	Agenda Ready
File created:	2/5/2025	**In control:**	City Council
On agenda:	3/3/2025	**Final action:**	
Title:	Consideration to award parts/service contract FY25-034 to the following vendors: 1). Bone's Custom Cycles, Laredo, TX in an annual amount up to $130,000.00 and two-year amount of $260,000.00 (Primary Vendor); 2). Laredo Mechanical Industrial Services, Laredo, TX in an annual amount up to $75,000.00 and two-year amount of $150,000.00 (Secondary Vendor); 3). Gutierrez Machine & Welding Shop, Laredo, TX in an amount up to $75,000.00 and two-year amount of $150,000.00 (Secondary Vendor); for providing small and large size trailer repair services for the Fleet Department. The term of this contract shall be for a period of two years beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract can be renewed for three additional one year extension periods, upon mutual agreement of the parties. Funding is available in the Fleet Management fund.		
Sponsors:			
Code sections:			
Attachments:	1. FY25-034 Contracts, 2. FY25-034 Bid Tab, 3. FY25-034 Fianl Evaluation Matrix		

Date	Ver.	Action By	Action	Result

SUBJECT

Consideration to award parts/service contract FY25-034 to the following vendors:

1). Bone's Custom Cycles, Laredo, TX in an annual amount up to $130,000.00 and two-year amount of $260,000.00 (Primary Vendor);

2). Laredo Mechanical Industrial Services, Laredo, TX in an annual amount up to $75,000.00 and two-year amount of $150,000.00 (Secondary Vendor);

3). Gutierrez Machine & Welding Shop, Laredo, TX in an amount up to $75,000.00 and two-year amount of $150,000.00 (Secondary Vendor);

for providing small and large size trailer repair services for the Fleet Department. The term of this contract shall be for a period of two years beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract can be renewed for three additional one year extension periods, upon mutual agreement of the parties. Funding is available in the Fleet Management fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The City received three proposals through Cit-E-Bid for awarding a contract for small and large size trailer repair services for the Fleet Department. The term of this contract shall be for a period of two years beginning as of the date of its execution. The contract may be extended for three, additional one year periods. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

In determining the best value for the City of Laredo the following factors were considered by the Fleet Department, in accordance with corresponding weights, in evaluating the proposals:

	Max Points
Contractor's Profile & Location	20
Technical Specifications	20
Bidders Past Relation W/City Prior Contracts	20
Pricing & Discount	40
	Total 100

Evaluation Scores:

	Final Score
Bone's Custom Cycles	65.78
Laredo Mechanical Industrial Services	63.83
Gutierrez Machine & Welding Shop	60.25

A bid tabulation and final evaluation matrix is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year:	2025.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593-2810-533-2072.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:
The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

City of Laredo
Purchasing Division
Renewal Notice

[redacted]

[redacted] Trailer Repair Services

[redacted] Purchase FY25-074 which was approved by City Council on March [redacted] first of three one-year extension periods. Please advise if you [redacted]

[redacted] with the contract terms are the responsibility of the awarded [redacted] any user department(s). If there are any questions regarding this [redacted] free to call me at (956) 794-1231.

[redacted]

[redacted] Division

[redacted]

City of Laredo
Purchasing Division
Renewal Notice

April 7, 2026

Mr. Moises Gutierrez Jr.
Gutierrez Machine & Welding Shop
201 West Ryan Street
Laredo, Texas 78041

Re: Small & Large Size Trailer Repair Services
FY25-034
Extension I

Dear Mr. Gutierrez,

This is to inform you that the contract FY25-034 which was approved by City Council on March 3, 2025 is up for renewal. This the first of three one-year extension periods. Please advise if you wish to renew this contract.

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 renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc. Purchasing Division

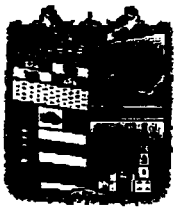
Gutierrez Machine & Welding Shop

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Moises Gutierrez Jr.

Date: 4-8-26



CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR PROPOSALS

SMALL AND LARGE SIZE TRAILER REPAIR SERVICES
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposals and other contract provisions, for awarding a two-year contract for providing small and large size trailer repairs services for the Fleet Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on January 30, 2025; and all proposals received will be opened and acknowledged at 1:00 P.M. at the Office of the City Secretary on January 31, 2025.**

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

Proposal: Small & Large Size Trailer Repair Services – Fleet Department
FY25-034

Proposals can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Mario I. Maldonado Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. **********

Proposals forms can be downloaded and printed through Cit-E-Bid. *****Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered. ********

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Proposal and other contract provisions, for awarding a two-year contract for providing small and large size trailer repairs services for the Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M. on January 30, 2025**; and all proposals received will be opened and acknowledged at **1:00 P.M.** at the Office of the City Secretary on **January 31, 2025.**

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

Proposal: **Small & Large Size Trailer Repair Services – Fleet Department**
FY25-034

Proposals can be downloaded and submitted through Cit-E-Bid:

https://cityoflaredo.ionwave.net/Login.aspx

Hand Delivered:
City of Laredo – City Secretary
C/O Mario I. Maldonado Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 7th DAY OF JANUARY 2025.

(For) Mario I. Maldonado Jr.
City Secretary

Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered a standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract unless requested by the City. For that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions, and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 **PREPARATION OF PROPOSALS.** Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand-delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on the Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in the extension of price, the unit price shall govern.

(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

(d) Proposed delivery time must be shown and shall include business days.

(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 **DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS** It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by the City of Laredo no less than seventy-two hours before the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 **SUBMISSION OF HAND-DELIVERED PROPOSALS**

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed, and include the date and hour of the Proposal opening and the material or services. The proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand-delivered Proposals must be submitted to:
City of Laredo, City Secretary's Office,
City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered.

(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity proposals may be requested by the City.

(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP or as a result of the issuance of this RFP.

4.0 REJECTION OF PROPOSALS: The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.

(d) If proposals are conditional. The vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.

(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, the vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. The vendor will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS: Proposals may not be withdrawn after they have been publicly opened unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS: Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or the Questions & Responses section on the Cit-E-Bid system no later than seven (7) days before the scheduled date for opening to:

Purchasing Agent
5512 Thomas Avenue.
Laredo, Texas 78041

Any vendor submitting questions shall refer to a specific RFP number, section, page, and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through the Cit-E-Bid system under the Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, the bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days before the time that the City Council formally considers the contract to submit a written protest relating to advertising of proposal notices, deadlines, proposal acknowledgment, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award.

All protests regarding the proposal solicitation process must be submitted in writing by certified mail to:

CITY OF LAREDO PURCHASING AGENT
5512 Thomas Avenue
Laredo, Texas 78041

Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide a written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for the performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be awarded based on (Best Value) and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code. **There will be one primary and one secondary vendor for this contract.**

Definition of the lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the proposal requirements and whose past performance, reputation, and financial capability are deemed acceptable, and who has offered the most advantageous pricing or cost-benefit, based on the criteria stipulated in the proposal documents."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with the Vendor that will include by reference the terms of the RFP and related responses. In the event an agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications unless the Vendor qualifies its proposal by specific limitations. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to the proposal. The place of delivery shall be outlined in the purchase order and/or formal contract agreement when applicable.

The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in the proposal;

(2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or,

(3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog, or part number. All items must show unit prices. If prices are based on discounts from the list, then list prices must appear on the proposal schedule.
All invoices shall be mailed to:
Accounts Payable Office
City Hall, P.O. Box 210,
Laredo, Texas 78042.

(d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us
For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

12.0 INSURANCE REQUIREMENTS

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

(a) Commercial General Liability insurance at a 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 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 a 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 place 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, the 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 before 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. The 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 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, the Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before awarding the contract.
(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits, and/or insurance coverages, required to perform work, throughout this project/contract.

13.0 **CONTRACT REQUIREMENTS**

13.1 CODE OF ETHICS ORDINANCE 2012-O-126
Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

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

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

13.4 CONTRACT DISCLOSURE FORMS (Attached)
The City of Laredo requires the following forms to be completed as a part of this proposal for consideration:
1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure

6. Certificate of Interested Parties (Form 1295) **Upon Award of Proposal Only**

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

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

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: To comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

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

14.0 **DISQUALIFICATION & DEBARMENT CERTIFICATION**

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

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of the company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

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

or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

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

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

Request for Proposals
Small & Large Size Trailer Repair Services
Fleet Department

15.0 Scope of Work

The City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposal and other contract provisions for awarding a two-year contract for providing small and large size trailer repairs services for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Fleet Department point of contact: Ronald W. Miller (956) 795-6455 or email rmiller@ci.laredo.tx.us

15.1 All questions for this bid shall be uploaded through in Cit-E-Bid or by email before January 21, 2025.

16.0 General Conditions

16.1 Bidders are required to submit their bids upon the following expressed conditions:
Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

16.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

16.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

16.4 All repairs shall be quoted F.O.B., Laredo, TX. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

16.5 Repairs will be ordered during regular working hours Monday through Friday.

16.6 Contracts will be awarded to multiple bidders meeting the city's requirements.

16.7 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

16.8 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure parts from other sources.

17.0 Warranty

A minimum of twelve (12) month warranty period from the date that City of Laredo accepts equipment shall be provided for all repairs. If a failure occurs due to a defect in materials and/or workmanship, the warranty shall re-new at startup so that a full twelve (12) months of warranty is possible. The warranty period shall cover all defects in workmanship and/or materials.

18.0 Final Inspection

When the work has been completed and at a time mutually agreeable to the City of Laredo and the Contractor, a designated Fleet Department employee shall make a final inspection of the work as to the acceptability and completeness of the work.

19.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

20.0 Term of Contract

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

20.1 This contract will be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

21.0 Award of Contract

The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. There will be one primary and one secondary for this contract.

Definition of best value criteria as per The Institute for Public Procurement is:
"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

21.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

22.0 Evaluation Criteria

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below.

The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

22.1 Negotiations may be conducted with responsible Proposer who submits a proposal determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

In determining ***best value,*** the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

Sections	Criteria	Max Points
I	Contractor's Profile & Qualifications (24.0)	20
II	Technical Specifications (25.0)	20
III	The bidder's past relationship with the City of Laredo – Prior Contracts (26.0)	20
IV	Pricing & Discount (27.0)	40
	Total	100

Rating of Definitions for Percentage Method

%	Rating	Definition
0%	Unsatisfactory	Does not satisfy criteria in specifications.
10%	Very Poor to Unsatisfactory	
20%	Very Poor	Meets elements of some criteria minimally.
30%	Poor to Very Poor	
40%	Poor	Meets some criteria at minimum acceptable level.
50%	Average to Poor	
60%	Average	Adequately meets most criteria.
70%	Good to Average	
80%	Good	Exceeds minimum criteria.
90%	Very Good	Provides benefits to the entity in addition to all required criteria.
100%	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

Evaluation Form (Example)

Sections	Criteria	Max Points	Weighted %	Points x Weight
I	Contractor's Profile & Qualifications (24.0)	20	50%	10.00
II	Technical Specifications (25.0)	20	60%	12.00
III	The bidder's past relationship with the City of Laredo – Prior Contracts (26.0)	20	80%	16.00
IV	Pricing & Discount (27.0)	40	70%	28.00
			Total Score	**66.00**

23.0 Required Submittals
The City of Laredo will be utilizing best value evaluation criteria to select the contract vendor (s). You are asked to respond to the following questions and provide concise responses to these questions. Do include boilerplate marketing brochures or informational documents with your responses. **Documentation shall be uploaded on to Cit-E-Bid.**

24.0 Contractor's Profile & Qualifications (Max 20 Points)
Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work. **(This documentation shall be uploaded onto Cit-E-Bid)**

24.1 Number of people employed: 6.

24.2 Average years of experience of current employees: 13 years.

24.3 Total number of certified automotive service excellence (ASE) technicians: 1.

24.4 4 Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement? Yes or No.

24.5 What software or labor rate manual do you use to determine industry standard hours to make repairs?

VRS

24.6 Expected completion in TBD working days per repair.

25.0 Technical Specifications. Documentation can be uploaded on to Cit-E-Bid. (Max Points 20)

25.1 How will you meet required turnaround time for service repair?

TO BE DETERMINATE

25.2 Describe how you ensure that diagnostic assessments and repair recommendations are necessary.

PHYSICAL EVALUATION OF THE TRAILER

25.3 Do you use OEM or aftermarket parts for repairs?

AS TO BE DETERMINATE

25.4 Bidder will provide an "estimated quote" for each repair. All repairs must be duly approved by the Fleet General Manager.

YES

25.5 Bidder shall state any special equipment in their operation such as a machine shop, specialized diagnostic tools, etc.

BASIC SHOP TOOLS

26.0 The bidder's past relationship with the City of Laredo – Prior Contracts (Documentation can be uploaded on to Cit-E-Bid). List of 3 references and any prior contracts. (Max Points 20)

Prior Contracts:

AUTOMATED SIDE LOADER OEM PART & SERV. FY23-055

OFF ROAD SIZE SUPPORT EQUIPMENT PARTS & SERV. REPAIR FY24-048

STATONARY & PORTABLE GENERATOR FY22-048

HYDRAULIC CYLINDER REPAIR FY25-073

CONTACT: Mr. Ron Miller.

27.0 Price Schedule (Max Points 40)

27.1 Trailer Repairs for small & medium size trailers. (Electrical, suspension. braking system. flooring repairs) *****Trailer bands vary from Global, Utility, G3, Great Dane, Maxey, P.J. Trailer, and Pace, Parker, S.W. Goose neck ,Top Hat and all other City Of Laredo trailers.**

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 70.00	
Field Labor Rate	$ 0.00	
Diagnostic Shop Labor Rate	$ 0.00	
Diagnostic Field Labor Rate	$ 0.00	

27.2 **Parts Price Schedule**
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	0 %
Product identification (Mfr.) (Documentation Shall be uploaded onto Cit-E-Bid)	TBD
Type price schedule (dealer, jobber, etc.) (Documentation Shall be uploaded onto Cit-E-Bid)	JOBBER
Price schedule column on which discount is based (i.e. distributor, net, wholesale) (Documentation Shall be uploaded onto Cit-E-Bid)	N/A

27.3 Repairs will be completed within working days after receipt of order. TO BE DETERMINATE (working days)

27.4 **Business hours are from** 9:00 **A.M. to** 17:00 **P.M.** Monday to Friday **days per week.**
(Documentation Shall be uploaded onto Cit-E-Bid)

27.5 Warranty: THREE MONTHS
(Documentation Shall be uploaded onto Cit-E-Bid)

Company Name: LAREDO MECHANICAL INDUSTRIAL SERVICES, INC.

Owner/President Name: JUAN ENRIQUE GONZALEZ

Company Address: 121 RANCH RD. 6086C

City, State, Zip Code: LAREDO, TEXAS. 78043

Company Authorized Representative's Signature:

Company Representative's Name: JUAN ENRIQUE GONZALEZ

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

28.0 Price Adjustment****

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of proposals. Documentation may be emailed to ealdape@ci.laredo.tx.us

29.0 Termination of Contract

This contract shall be for an initial period of two years or twenty-four months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party:

Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

30.0 Required Format and Contents of Proposal Submission

For a proposal to be considered it must contain the following information:

Company Information Questionnaire
Signed Price Schedule
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
Certificate of Interested Parties (Form 1295)

31.0 **Bidder Information Questionnaire**

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

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder, and that the contents of this proposal as to prices, terms or conditions of said proposal 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 proposal the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) LAREDO MECHANICAL INDUSTRIAL SERVICES, INC.

Signature _____ Date 01/29/2025.
of person authorized to sign proposal

Print Name JUAN ENRIQUE GONZALEZ
of person authorized to sign proposal

Title: PRESIDENT

Business Address: 121 RANCH RD. 6086C

City, State, Zip Code: LAREDO, TEXAS. 78043

Telephone Number: (956) 568-5354 Fax Number: (956) 568-5332

Contact Person Email Address: LAREDOMECHANICAL@YAHOO.COM

Federal Tax ID Number: 20-3757419

Bidders Principal/Corporate Place of Business Address: 121 RANCH RD. 6086C

Indicated Status of Business:

Corporation X Partnership_____ Sole Proprietorship _____ Other: _____

If other state business status: N/A

State how long under its present business name: NINETEEN YEARS

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

N/A

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

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

Is any litigation pending against the Business? Yes No.

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

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

This company is not a certified minority business: ☒

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

32.0 Conflict of Interest Disclosure

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

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

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

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

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

1. **Mayor.**
2. **City Council Members.**
3. **City Manager.**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments.**
7. **Members of the Building Standards Board.**
8. **Parks & Leisure Advisory Committee Member.**
9. **Historic District Land Board Member.**
10. **Ethics Commission Board Member.**
11. **The Board of Commissioners of the Laredo Housing Authority.**
12. **The Executive Director of the Laredo Housing Authority.**
13. **Any other City of Laredo decision making board member.**

If additional information is needed please contact the Purchasing Agent at 956-794-1731.

CITY OF LAREDO
PURCHASING DIVISION

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

JUAN ENRIQUE GONZALEZ — Name | Signature | 01/29/2025. — Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

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

LAREDO MECHANICAL INDUSTRIAL SERVICES, INC.

2 [X] **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

Name of Officer

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

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

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

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

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

Signature of person doing business with the governmental entity — Date

33.0 **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is JUAN ENRIQUE GONZALEZ
(a Partner of officer of the firm of, etc.)

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

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

Subscribed and sworn before me this____day of _____20_____.

Notary Public

My commission expires:

34.0

City of Laredo
Discretionary Contracts Disclosure

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

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a ___New Submission or ___Correction or ___Update to previous submission.**

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

JUAN	E.	GONZALEZ	
First	M.I.	Last	Suffix

***2. Contract Information.**

a) Contract or Project name(s): FY25-034 Small & Large Size Trailer Repair Services.

b) Originating Department(s): FLEET DEPARTMENT

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

JUAN ENRIQUE GONZALEZ			
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

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

entity listed in Question 3

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

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

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

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

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

List of subcontractors:

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

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

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

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

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

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

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

individuals.

List of contributors:

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

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

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

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

***Acknowledgements**

X **Updates Required**
I understand that this form must be updated by submission of a revised 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.

X **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.

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

*Oath

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

JUAN ENRIQUE GONZALEZ		PRESIDENT
Name (Print)	Signature	Title
LAREDO MECHANICAL INDUSTRIAL SERVICES, INC.		01/29/2025.
Company or DBA		Date

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

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

35.0 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided. **https://www.ethics.state.tx.us/tec/1295-Info.htm.**

Implementation of House Bill 1295

35.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

35.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
- 46.1. Application
- 46.3. Definitions
- 46.5. Disclosure of Interested Parties Form

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.**
LAREDO MECHANICAL INDUSTRIAL SERVICES, INC.
LAREDO, TEXAS, UNITED STATE

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
CITY OF LAREDO

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**
FY25-034 Small & Large Size Trailer Repair Services.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☒

6 **AFFIDAVIT**

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

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

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

36.0 **Vendors Instructions:**

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas, 78040 until **5:00 P.M. on January 30, 2025; and all proposals received will be opened and acknowledged at 1:00 P.M. at the Office of the City Secretary on January 31, 2025.**

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

Proposal: Small & Large Size Trailer Repair Services – Fleet Department
FY25-034

Proposals can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Mario I. Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/8/2025

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

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

PRODUCER	CONTACT NAME: Noe Cubriel, CIC
CUBRIEL INSURANCE AGENCY LLC 6010 McPherson Rd Unit D2 Laredo, TX 78041	PHONE (A/C, No, Ext): (956)568-5290 FAX (A/C, No): (956)568-5294 E-MAIL ADDRESS: noe@cubrielinsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
LAREDO MECHANICAL INDUSTRI L SERVICE 4619 SAN DARIO STE# 542 LAREDO, TX 78041	INSURER A: THE BURLINGTON INSURANCE CO.	
	INSURER B: PROGRESSIVE INSURANCE	
	INSURER C: THE HANOVER INSURANCE COMPANY	
	INSURER D:	
	INSURER E: ******Updated******	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	957BG04614-04	8/16/2024	8/16/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 100,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	08079425	8/24/2024	8/24/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WZD H451528-04	12/15/2024	12/15/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

CITY OF LAREDO
1102 BOB BULLOCK LOOP
LAREDO, TEXAS 78043

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Government Payments - EZNETPAY

From: payment@eznetpay.net

To: laredomechanical@yahoo.com

Date: Monday, December 30, 2024 at 04:29 PM CST

United ISD Tax Office

PAYMENT RECEIPT

Transaction Details

Payment To	United ISD Tax Office
Payment For	Property Taxes
Account Number	80112011117
Name	JUAN ENRIQUE GONZALEZ
Payment Date	12/30/2024
Payment Time	04:28:55 PM, CST
Payment Type	Payment Card
	MasterCard - xxxxx8358
Reference Number	9210087853
Transaction ID:	q12xb3tj
Payment Amount	**$466.82**
Service Fee	**$14.00**
Total Amount	**$480.82**

PLEASE NOTE:

The payment amount charged on your statement will be notated by the words: "Government Payments"

If you have any questions regarding this transaction, you may call Government Payments - EZNETPAY at 956-682-3466 during our business hours of 8:00 AM to 5:00 PM CST Monday through Friday.

United ISD - Tax Office
3501 E. Saunders
Laredo, TX 78041

Payment Receipt

Payment To:	United ISD Tax Office
Payment For:	Property Taxes
Account Number:	80112011117
Name:	JUAN ENRIQUE GONZALEZ
Billing Address:	7305 SAN DARIO AVE G#307 Laredo TX 78045
Date:	12/30/2024
Time:	04:28:55 PM, CST
Reference Number:	9210087853
Transaction ID:	q12xb3tj
Payment Amount:	$466.82
Service Fee:	$14.00
Total Amount:	$480.82

Please Note:
The payment amount charged on your statement will be notated by the words: **Government Payments**

A copy of this receipt has been sent to the following email address: **laredomechanical@yahoo.com**

Thank you for your payment!
If you have any questions regarding your transaction, you may call Government Payments - EZNETPAY at (956)682-3466 during our business hours of 8:00 am to 5:00 pm Central Standard Time, Monday through Friday, or you may call United ISD Tax Office at (956)473-7900.

UNITED INDEPENDENT SCHOOL DISTRICT

MAKE CHECK PAYABLE TO

United I.S.D. Tax Office
3501 E. Saunders
Laredo, Texas 78041

Monica Madrigal, RTA
Tax Assessor - Collector

ALT#: 000000459247
BILL#: 699061

Date: 10/01/2024
P.I.D: 801-12011-117

CS01 18 112 38

LAREDO MECHANICAL INDUSTRIAL SERVICES
7305 SAN DARIO AVE # 307
LAREDO, TX 78045-7438

RETURN TOP PORTION WITH PAYMENT, THANK YOU

2024 TAX STATEMENT

TAXES ARE DUE UPON RECEIPT

JANUARY 31, 2025 IS THE LAST DATE TO PAY 2024 TAXES WITHOUT PENALTY AND INTEREST

IF PAID BY		AMOUNT DUE
OCTOBER	31, 2024	466.82
NOVEMBER	30, 2024	466.82
DECEMBER	31, 2024	466.82
JANUARY	31, 2025	466.82
FEBRUARY	28, 2025	499.50
MARCH	31, 2025	508.83
APRIL	30, 2025	518.17
MAY	31, 2025	527.51
JUNE	30, 2025	536.84
JULY	31, 2025	638.99

2024 699061 0000046682 9

UNITED I.S.D. 2024 TAX STATEMENT

APPRAISED VALUE ASSESSED VALUE	APPRAISED / ASSESSED VALUE IMPROVEMENTS	AGRICULTURE VALUE	TAXABLE VALUE BEFORE EXEMPTIONS	EXEMPTIONS	MORTGAGE CODE	BILL NUMBER
59,394	0	0	59,394			699061
PERSONAL						

TAXING UNITS		ASSESSED VALUE (100% RATIO)	TOTAL EXEMPTIONS	NET TAXABLE VALUE	TAX RATE (PER $100)		TAX AMOUNT DUE
IUN	UNITED ISD	59,394		59,394	0.785970		466.82

SCHOOL DISTRICT M&O/DEBT RATE INFORMATION

TAXING UNIT	2024 M&O	2024 DEBT	2023 M&O	2023 DEBT
IUN	0.669200	0.116770	0.669200	0.128970

AGENT-10140497

Total Property Taxes: 466.82

IMPORTANT TAX INFORMATION, PLEASE READ.

* ON FEBRUARY 1, 2025 UNPAID 2024 PERSONAL PROPERTY TAXES WILL HAVE TAX LIEN PLACED ISSUED/COLLECTION CLAIM FILED & COLLECTION FEES WILL BE APPLIED
* WHEN A LAWSUIT HAS BEEN FILED ON PRIOR YEAR TAXES AND THE 2024 TAXES ARE NOT PAID ON FEBRUARY 1, 2025 COLLECTION FEES WILL BE IMPOSED PURSUANT TO THE [illegible]
* MAILED PAYMENTS ARE APPLIED ACCORDING TO U.S. POSTAL SERVICE [illegible]
* PAYMENT WILL BE REVERSED ON ALL CHECKS RETURNED BY THE BANK [illegible] FEE WILL BE APPLIED.

ON FEBRUARY 1, 2025 ALL UNPAID 2024 TAXES BECOME DELINQUENT

Legal Description

PERSONAL PROPERTY FURN FIX EQUIP @121 RANCH RD 6086C
@SOUTHTEXAS IND PARK RP#900-00001-046 (IMP ONLY)

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED, AND YOU OCCUPY THE PROPERTY DESCRIBED IN THIS STATEMENT AS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF TAXES (TAXES). T.P.T.C. (Sec 33.06)

FULL MARKET VALUE	59,394

Property ID Number	Situs Location
801-12011-117	121 RANCH RD LAREDO 78043

IF PAID BY		AMOUNT DUE
OCTOBER	31, 2024	466.82
NOVEMBER	30, 2024	466.82
DECEMBER	31, 2024	466.82
JANUARY	31, 2025	466.82
FEBRUARY	28, 2025	499.50
MARCH	31, 2025	508.83
APRIL	30, 2025	518.17
MAY	31, 2025	527.51
JUNE	30, 2025	536.84
JULY	31, 2025	638.99

MAKE CHECK PAYABLE TO:

United I.S.D. Tax Office
3501 E. Saunders
Laredo, Texas 78041

(956) 473-7900

HOURS OF OPERATION:
MONDAY - FRIDAY
8:00 A.M. - 4:30 P.M.

ONLY PROPERTY WITH AN OVER 65 HOMESTEAD EXEMPTION, DISABLED HOMESTEAD EXEMPTION AND VETERAN'S HOMESTEAD QUALIFY FOR QUARTERLY PAYMENTS. TO AVOID PENALTY AND INTEREST, PAYMENTS MUST BE RECEIVED ON OR BEFORE THE FOLLOWING DATES:

1st Payment	2nd Payment	3rd Payment	4th Payment
JAN. 31st	MARCH 31st	MAY 31st	JULY 31st

PENALTY & INTEREST WILL BE IMPOSED AT THE FOLLOWING STATUTORY RATES:

FEB 7%	MAR 9%	APR 11%	MAY 13%	JUNE 15%	JULY 18%

IN ADDITION, APPLICABLE COLLECTION FEES AND OR CHARGES WILL BE IMPOSED IF 2024 TAXES ARE NOT PAID IN FULL BY JANUARY 31st 2025.

Tax information & online payments are available at www.uisdtax.net
A 3% FEE is applied to online payments or $3.00 if less than $100.00

KEEP BOTTOM PORTION FOR YOUR RECORDS

CANCELLED CHECK WILL SERVE AS YOUR RECEIPT

Payment Receipt from City of Laredo

From: System Admin (click2gov@ci.laredo.tx.us)

To: laredomechanical@yahoo.com

Date: Thursday, January 9, 2025 at 11:05 AM CST

Payment Receipt from City of Laredo

Account Number:	000643288
Receipt Number:	145207847977697, 389406378215557
Payment Amount:	$310.55
Payment Date:	01/09/2025 11:05 AM
Payment Account:	******8358

Charge Details

Description	Amount
000643288	$301.50
Total	$301.50

Additional Fees

Description	Amount
Service Fee - WEB Service Fee	$9.05
Total	$9.05

Payment Details

Account ID : 643288

Owner Name : LAREDO MECHANICAL INDUSTRIAL S

Address : 121 RANCH RD, LAREDO, TX 78043

Parcel ID : 801-12011-117

Payment Information

Total Payment Amount: $310.55

Your payment request has been received. You will receive a confirmation email at the ema
processes. This process can take up to 15 minutes. Make sure to check your junk/spam fo

OCTOBER 1, 2024 643288

LAREDO MECHANICAL INDUSTRIAL S
7305 SAN DARIO AVE # 307
LAREDO, TX 78045-7438

801-12011-117- -

121 RANCH RD
PERSONAL PROPERTY FURN FIX EQU
IP @121 RANCH RD 6086C @SOUTH
TEXAS IND PARK RP#900-00001-04
6 (IMP ONLY)

DESCRIPTION					
APPRAISED/ASSESSED VALUE					
LAND	0	OCT 2024			
IMPROVEMENT	0	THRU			
AGRICULTURE	0	JAN 2025	0%	.00	301.50
PERSONAL PROPERTY	59,394	FEB 2025	7%	21.11	322.61
TOTAL BEFORE EXEMPTIONS	59,394	MAR 2025	9%	27.14	328.64
(100% ASSESSMENT RATIO)		APR 2025	11%	33.17	334.67
LESS EXEMPTIONS	0	MAY 2025	13%	39.20	340.70
CODES:		JUN 2025	15%	45.23	346.73
NET TAXABLE VALUE	59,394	JUL 2025	18+15%	107.64	409.14
TAX RATE (PER $100)	$.507623	AUG 2025	19+15%	111.11	412.61
TAX AMOUNT DUE	$301.50	SEP 2025	20+15%	114.57	416.07
(+)LATE PENALTY	$.00				
(-)CREDIT ON ACCOUNT	$.00				
	$301.50				

LAREDO MECHANICAL INDUSTRIAL S	801-12011-117- -
PERSONAL PROPERTY FURN FIX EQU	643288

	$150.75	$150.75
		$301.50

Government Payments - EZNETPAY

From: payment@eznetpay.net

To: laredomechanical@yahoo.com

Date: Tuesday, January 28, 2025 at 02:37 PM CST

Webb County Tax Office

PAYMENT RECEIPT

Transaction Details

Payment To	Webb County Tax Office
Payment For	Property Taxes
Account Number	80112011117
Name	JUAN ENRIQUE GONZALEZ
Payment Date	01/28/2025
Payment Time	02:37:28 PM, CST
Payment Type	Payment Card
	MasterCard - xxxxx8358
Reference Number	9270123695
Transaction ID:	r21xv56k
Payment Amount	**$372.65**
Service Fee	**$11.17**
Total Amount	**$383.82**

PLEASE NOTE:

The payment amount charged on your statement will be notated by the words: "Government Payments"

If you have any questions regarding this transaction, you may call Government Payments - EZNETPAY at 956-682-3466 during our business hours of 8:00 AM to 5:00 PM CST Monday through Friday.

Webb County Tax Office
P. O. Box 420128
Laredo, TX 78042

Payment Receipt

Payment To:	Webb County Tax Office
Payment For:	Property Taxes
Account Number:	80112011117
Name:	JUAN ENRIQUE GONZALEZ
Billing Address:	7305 SAN DARIO AVE G#307 Laredo TX 78045
Date:	01/28/2025
Time:	02:37:28 PM, CST
Reference Number:	9270123695
Transaction ID:	r21xv56k
Payment Amount:	$372.65
Service Fee:	$11.17
Total Amount:	$383.82

Please Note:
The payment amount charged on your statement will be notated by the words: **Government Payments**

A copy of this receipt has been sent to the following email address: **laredomechanical@yahoo.com**

Thank you for your payment!
If you have any questions regarding your transaction, you may call Government Payments - EZNETPAY at (956)682-3466 during our business hours of 8:00 am to 5:00 pm Central Standard Time, Monday through Friday, or you may call Webb County Tax Office at (956) 523-4200.

PATRICIA A. BARRERA, RTA

WEBB COUNTY TAX ASSESSOR • COLLECTOR

1110 VICTORIA ST., SUITE 107
LAREDO, TEXAS 78040

P.O. BOX 420128
LAREDO, TEXAS 78042-8128

PHONE (956) 523-4200

2024 TAX STATEMENT

BILL #: 231082

Date: 10/01/2024
P.I.D: 80112011117

INT 73 706

LAREDO MECHANICAL INDUSTRIAL SERVICES
7305 SAN DARIO AVE, # 307
LAREDO, TX 78045-7438

PROPERTY ADDRESS / DESCRIPTION

121 RANCH RD LAREDO 78043
PERSONAL PROPERTY FURN FIX EQUIP @121 RANCH RD 6086C @SOUTH TEXAS IND PARK RP#900-00001-046 (IMP ONLY)

AGENT-10140497

APPRAISED VALUE ASSESSED VALUE	APPRAISED/ASSESSED VALUE IMPROVEMENTS	AGRICULTURE VALUE	TAXABLE VALUE BEFORE EXEMPTIONS	*EXEMPTIONS	MORTGAGE CODE	BILLING NO.
59,394 PERSONAL	0	0	59,394			231082

TAXING UNITS	EXEMPTION AMOUNTS HOMESTEAD	EXEMPTION AMOUNTS OTHER	NET TAXABLE VALUE	TAX RATE (PER $100)	LATE APPLICATION PENALTY	TAX AMOUNT DUE
WEBB COUNTY			59,394	0.385000		228.67
LAREDO COLLEGE			59,394	0.242418		143.98

1/2% Sales Tax Reduced COUNTY TAXES BY $ 50.63

TOTAL → 372.65

AMOUNT DUE FOR MONTH PAYMENT IS MADE

OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY
372.65	372.65	372.65	372.65	398.74	406.19	413.64	421.10	428.55	505.69

TAXES ARE DUE UPON RECEIPT. TAXES WILL BECOME DELINQUENT FEBRUARY 1, 2025. PENALTY AND INTEREST WILL BE ADDED MONTHLY BEGINNING FEBRUARY 1, 2025. ADDITIONAL COLLECTION FEE ADDED ON JULY 1, 2025.

FEB 7%	MAR 9%	APR 11%	MAY 13%	JUNE 15%	JULY 18%

PROPERTY TAXES IN TEXAS ARE LEVIED AS OF JANUARY 1st OF EACH YEAR AND COVER A PERIOD OF ONE YEAR FROM THAT DATE. ON REAL PROPERTY (LAND AND BUILDINGS), THE CURRENT OWNER CAN BE HELD LIABLE FOR ANY UNPAID TAXES, EVEN FOR YEARS BEFORE HE/SHE BOUGHT THE PROPERTY. THE NEW OWNER IS LIABLE FOR THE ENTIRE YEAR'S TAX TO THE TAX COLLECTOR, EVEN IF THAT PERSON BOUGHT THE PROPERTY DURING THE YEAR AND HAD THEIR TAX PRORATED WITH THE SELLER AT THE TIME OF CLOSING.

PARTIAL PAYMENTS

1. **SPLIT PAYMENTS:** 1/2 payment due by Dec. 2, 2024, remaining 1/2 payment due by June 30, 2025, to avoid penalty & interest charges.(This option is available on ALL accounts)

2. **INSTALLMENT PAYMENTS FOR DISABLED OR OVER 65 HOMESTEAD:**

1st	1/4	payment due by	Jan. 31, 2025	3rd	1/4	payment due by	June 2, 2025
2nd	1/4	payment due by	March 31, 2025	4th	1/4	payment due by	July 31, 2025

PAYMENTS MUST BE MADE BY INDICATED DATES TO AVOID PENALTY & INTEREST

YOUR CHECK WILL SERVE AS YOUR RECEIPT

TAXPAYER'S COPY

ACCOUNT NO.

80112011117

Scan your personal account code above to view and pay your taxes online

---

2024 TAX STATEMENT

SPLIT PAYMENT 1/2 PAYMENT DUE BY: Dec. 2, 2024	186.33
DISABLED OR OVER 65 OR HOMESTEAD 1/4 PAYMENT DUE BY: JAN. 31, 2025	0.00

PAID THIS AMOUNT IF PAID IN FULL JAN. 31, 2025

AMOUNT OF YOUR CHECK → 372.65

OWNER'S NAME & ADDRESS

LAREDO MECHANICAL INDUSTRIAL SERVICES
7305 SAN DARIO AVE, # 307
LAREDO, TX 78045-7438

Bill #: 231082

Make checks payable to:
WEBB COUNTY TAX ASSESSOR • COLLECTOR
(Use Black Ink Only)

RETURN THIS PORTION WITH PAYMENT

Mail payments to:
P.O. BOX 420128
LAREDO, TX 78042-8128

Payments via internet:
www.webbcountytax.com

80112011117

Five Year Tax History

Disclaimer: This information is provided to the taxpayer Per Senate Bill 18 and House Bill 1984, enumerated subsection (a) and added subsection (e-1) to Section 31.01 of the Tax Code, enacted by the legislature of the State of Texas.

Parcel ID: **80112011117**

Tax Year	Tax Unit	Appraised Value	Taxable Value	Tax Rate	Tax Imposed	Tax Imposed Change From Previous Year
2024	GWB	59,394	59,394	0.385000	228.67	-26.77 %
	SI	59,394	59,394	0.242418	143.98	-24.62 %
Total					372.65	-19.98 %
2022	GWB	68,517	68,517	0.390000	267.22	-35.22 %
	SI	68,517	68,517	0.287836	197.22	-38.64 %
Total					464.44	-36.72 %
2020	GWB	91,400	91,400	0.412000	376.57	-14.07 %
	SI	91,400	91,400	0.325509	297.52	-14.89 %
Total					674.09	-14.44 %

Tax Year	Tax Unit	Appraised Value	Taxable Value	Tax Rate	Tax Imposed	Tax Imposed Change From Previous Year
2023	GWB	71,358	71,358	0.385000	274.73	2.81 %
	SI	71,358	71,358	0.267075	191.01	-3.15 %
Total					465.74	0.28 %
2021	GWB	100,611	100,611	0.410000	412.51	9.54 %
	SI	100,611	100,611	0.319441	321.39	8.02 %
Total					733.90	8.87 %
2019	GWB	106,370	106,370	0.412000	438.24	
	SI	106,370	106,370	0.328643	349.58	
Total					787.82	

Tax Unit	2024 Appraised Value	2019 Appraised Value	2024 Taxable Value	2019 Taxable Value	2024 Tax Rate	2019 Tax Rate	2024 Tax Imposed	2019 Tax Imposed	Five Year % of Change: Appraised Value	Taxable Value	Tax Rate	Tax Imposed
GWB	59,394	106,370	59,394	106,370	0.385000	0.412000	228.67	438.24	-44.16 %	-44.16 %	-6.55 %	-47.82 %
SI	59,394	106,370	59,394	106,370	0.242418	0.328643	143.98	349.58	-44.16 %	-44.16 %	-26.24 %	-58.81 %
Total							372.65	787.82				-52.70 %

Taxing Unit Code and Description:

GWB - WEBB COUNTY
SI - LAREDO COLLEGE

This five-year history is an unfunded State mandate.

Questions on valuation increases/decreases should be directed to the Webb County Appraisal District at (956) 718-4091.

INFORMATION ON TEXAS PROPERTY TAX LAW

1. A Tax lien is AUTOMATICALLY placed on property on January 1 of each year to ensure that taxes are paid. Tax rates are usually set in September, and the tax bills are usually sent out on October 1st.
2. Taxes should be paid during the period of October 1 to January 31 of the next year. Taxes, NOT PAID IN FULL by January 31, will be charged penalty and interest starting February 1.
3. Penalty and interest is imposed at the statutory rate of 12% penalty and 12% per year interest on unpaid taxes WHETHER OR NOT THE TAXPAYER RECEIVED THE TAX BILL. By July, a delinquent taxpayer will have incurred 18% penalty and interest and runs a high risk of being sued or having their property seized prior to that time.
4. If taxes are not paid by July 1, the provision of Chapter 33, Texas Property Tax Code, will necessitate an additional 15% collection fee.

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR PROPOSALS

SMALL AND LARGE SIZE TRAILER REPAIR SERVICES
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposals and other contract provisions, for awarding a two-year contract for providing small and large size trailer repairs services for the Fleet Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on January 30, 2025; and all proposals received will be opened and acknowledged at 1:00 P.M. at the Office of the City Secretary on January 31, 2025.**

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

Proposal: Small & Large Size Trailer Repair Services – Fleet Department
FY25-034

Proposals can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Mario I. Maldonado Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. **********

Proposals forms can be downloaded and printed through Cit-E-Bid. *****Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered. ********

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR PROPOSALS

SMALL AND LARGE SIZE TRAILER REPAIR SERVICES
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposals and other contract provisions, for awarding a two-year contract for providing small and large size trailer repairs services for the Fleet Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on January 30, 2025; and all proposals received will be opened and acknowledged at 1:00 P.M. at the Office of the City Secretary on January 31, 2025.**

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

Proposal: Small & Large Size Trailer Repair Services – Fleet Department
FY25-034

Proposals can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Mario I. Maldonado Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. **********

Proposals forms can be downloaded and printed through Cit-E-Bid. *****Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered. ********

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Proposal and other contract provisions, for awarding a two-year contract for providing small and large size trailer repairs services for the Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on January 30, 2025; and all proposals received will be opened and acknowledged at 1:00 P.M. at the Office of the City Secretary on January 31, 2025.

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

Proposal: Small & Large Size Trailer Repair Services – Fleet Department
FY25-034

Proposals can be downloaded and submitted through Cit-E-Bid:

https://cityoflaredo.ionwave.net/Login.aspx

Hand Delivered:
City of Laredo – City Secretary
C/O Mario I. Maldonado Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 7th DAY OF JANUARY 2025.

(For) Mario I. Maldonado Jr.
City Secretary

Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered a standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract unless requested by the City. For that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions, and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS. Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand-delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on the Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in the extension of price, the unit price shall govern.

(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

(d) Proposed delivery time must be shown and shall include business days.

(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by the City of Laredo no less than seventy-two hours before the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF HAND-DELIVERED PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed, and include the date and hour of the Proposal opening and the material or services. The proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand-delivered Proposals must be submitted to:
City of Laredo, City Secretary's Office,
City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered.

(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity proposals may be requested by the City.

(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP or as a result of the issuance of this RFP.

4.0 **REJECTION OF PROPOSALS:** The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.

(d) If proposals are conditional. The vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.

(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, the vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. The vendor will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any proposal.

5.0 **WITHDRAWAL OF PROPOSALS:** Proposals may not be withdrawn after they have been publicly opened unless approved by the City Council.

6.0 **LATE PROPOSALS OR MODIFICATIONS:** Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 **CLARIFICATION AND PROTEST PROCEDURE**

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or the Questions & Responses section on the Cit-E-Bid system no later than seven (7) days before the scheduled date for opening to:

Purchasing Agent
5512 Thomas Avenue,
Laredo, Texas 78041

Any vendor submitting questions shall refer to a specific RFP number, section, page, and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through the Cit-E-Bid system under the Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, the bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days before the time that the City Council formally considers the contract to submit a written protest relating to advertising of proposal notices, deadlines, proposal acknowledgment, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award.

All protests regarding the proposal solicitation process must be submitted in writing by certified mail to:

CITY OF LAREDO PURCHASING AGENT
5512 Thomas Avenue
Laredo, Texas 78041

Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide a written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for the performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be awarded based on (Best Value) and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code. **There will be one primary and one secondary vendor for this contract.**

Definition of the lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the proposal requirements and whose past performance, reputation, and financial capability are deemed acceptable, and who has offered the most advantageous pricing or cost-benefit, based on the criteria stipulated in the proposal documents."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with the Vendor that will include by reference the terms of the RFP and related responses. In the event an agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications unless the Vendor qualifies its proposal by specific limitations. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to the proposal. The place of delivery shall be outlined in the purchase order and/or formal contract agreement when applicable.

The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in the proposal;

(2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or,

(3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog, or part number. All items must show unit prices. If prices are based on discounts from the list, then list prices must appear on the proposal schedule.
All invoices shall be mailed to:
Accounts Payable Office
City Hall, P.O. Box 210,
Laredo, Texas 78042.

(d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us
For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

12.0 INSURANCE REQUIREMENTS

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

(a) Commercial General Liability insurance at a 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 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 a 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 place 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, the 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 before 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. The 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 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, the Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before awarding the contract.
(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits, and/or insurance coverages, required to perform work, throughout this project/contract.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-O-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

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

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this proposal for consideration:

1. Company Information Questionnaire.
2. Signed Price Schedule.
3. Conflict of Interest Questionnaire.
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure

6. Certificate of Interested Parties (Form 1295) **Upon Award of Proposal Only**

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

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

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: To comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided. https://www.ethics.state.tx.us/tec/1295-Info.htm.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

To comply with state law, the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

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

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of the company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

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

or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

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

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

Request for Proposals
Small & Large Size Trailer Repair Services
Fleet Department

15.0 Scope of Work

The City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposal and other contract provisions for awarding a two-year contract for providing small and large size trailer repairs services for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Fleet Department point of contact: Ronald W. Miller (956) 795-6455 or email rmiller@ci.laredo.tx.us

15.1 All questions for this bid shall be uploaded through in Cit-E-Bid or by email before January 21, 2025.

16.0 General Conditions

16.1 Bidders are required to submit their bids upon the following expressed conditions:
Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

16.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

16.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

16.4 All repairs shall be quoted F.O.B., Laredo, TX. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

16.5 Repairs will be ordered during regular working hours Monday through Friday.

16.6 Contracts will be awarded to multiple bidders meeting the city's requirements.

16.7 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

16.8 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure parts from other sources.

17.0 Warranty

A minimum of twelve (12) month warranty period from the date that City of Laredo accepts equipment shall be provided for all repairs. If a failure occurs due to a defect in materials and/or workmanship, the warranty shall re-new at startup so that a full twelve (12) months of warranty is possible. The warranty period shall cover all defects in workmanship and/or materials.

18.0 Final Inspection

When the work has been completed and at a time mutually agreeable to the City of Laredo and the Contractor, a designated Fleet Department employee shall make a final inspection of the work as to the acceptability and completeness of the work.

19.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

20.0 Term of Contract

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

20.1 This contract will be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

21.0 Award of Contract

The contract will be awarded based on (**best value criteria**) as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. There will be one primary and one secondary for this contract.

Definition of best value criteria as per The Institute for Public Procurement is:
"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

21.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

22.0 Evaluation Criteria

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below.

The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

22.1 Negotiations may be conducted with responsible Proposer who submits a proposal determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

In determining ***best value***, the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

Sections	Criteria	Max Points
I	Contractor's Profile & Qualifications (24.0)	20
II	Technical Specifications (25.0)	20
III	The bidder's past relationship with the City of Laredo – Prior Contracts (26.0)	20
IV	Pricing & Discount (27.0)	40
	Total	100

Rating of Definitions for Percentage Method

%	Rating	Definition
0%	Unsatisfactory	Does not satisfy criteria in specifications.
10%	Very Poor to Unsatisfactory	
20%	Very Poor	Meets elements of some criteria minimally.
30%	Poor to Very Poor	
40%	Poor	Meets some criteria at minimum acceptable level.
50%	Average to Poor	
60%	Average	Adequately meets most criteria.
70%	Good to Average	
80%	Good	Exceeds minimum criteria.
90%	Very Good	Provides benefits to the entity in addition to all required criteria.
100%	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

Evaluation Form (Example)

Sections	Criteria	Max Points	Weighted %	Points x Weight
I	Contractor's Profile & Qualifications (24.0)	20	50%	10.00
II	Technical Specifications (25.0)	20	60%	12.00
III	The bidder's past relationship with the City of Laredo – Prior Contracts (26.0)	20	80%	16.00
IV	Pricing & Discount (27.0)	40	70%	28.00
			Total Score	66.00

23.0 Required Submittals
The City of Laredo will be utilizing best value evaluation criteria to select the contract vendor(s). You are asked to respond to the following questions and provide concise responses to these questions. Do include boilerplate marketing brochures or informational documents with your responses. **Documentation shall be uploaded on to Cit-E-Bid.**

24.0 Contractor's Profile & Qualifications (Max 20 Points)
Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work. **(This documentation shall be uploaded onto Cit-E-Bid)**

24.1 Number of people employed: 2

24.2 Average years of experience of current employees: 10

24.3 Total number of certified automotive service excellence (ASE) technicians: 1

24.4 4 Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement? Yes or No.

24.5 What software or labor rate manual do you use to determine industry standard hours to make repairs?

There is no labor rate manual that we use. We determine what is required for the repairs and the time it will take to complete the repairs based on years of experience and assessing the job. Then a quote is submitted for the job.

24.6 Expected completion in 5-7 working days per repair.

25.0 Technical Specifications. Documentation can be uploaded on to Cit-E-Bid. (Max Points 20)

25.1 How will you meet required turnaround time for service repair?

Knowledge City of Laredo trailer mechanic jobs from previous contracts, over 17 years of owning the business, and over 40 years of mechanic experience. Turnaround time will be 5-7 business days.

25.2 Describe how you ensure that diagnostic assessments and repair recommendations are necessary.

Our shop is equipped with the necessary diagnostic tools and years of experience working with trailers of all types and sizes.

25.3 Do you use OEM or aftermarket parts for repairs?

OEM Parts are used.

25.4 Bidder will provide an "estimated quote" for each repair. All repairs must be duly approved by the Fleet General Manager.

Yes. Bone's Custom Cycles agrees. This is the standard operating procedure for our business.

25.5 Bidder shall state any special equipment in their operation such as a machine shop, specialized diagnostic tools, etc.

Diagnostic scanner, digital tire balancer, mount and tire dismount tire changer, body shop, welding equipment, battery charger, full preventive maintenance service equipment, pick up and haul equipment.

26.0 The bidder's past relationship with the City of Laredo – Prior Contracts (Documentation can be uploaded on to Cit-E-Bid). List of 3 references and any prior contracts. (Max Points 20)

Prior Contracts:

FY24-048 Off Road/Mid-Size Support Equipment parts and Service Repairs
Enrique Aldape III, City of Laredo Purchasing, 956-794-1733, Contract is ongoing, ealdape@ci.laredo.tx.us.

FY23-039 Lawn Maintenance Equipment Parts/Services
Enrique Aldape III, City of Laredo Purchasing, 956-794-1733, Contract is ongoing, ealdape@ci.laredo.tx.us

FY 21-050 Victory Motorcycle OEM Parts/Services
Enrique Aldape III, City of Laredo Purchasing, 956-794-1733, Contract is ongoing, ealdape@ci.laredo.tx.us

27.0 **Price Schedule (Max Points 40)**

27.1 Trailer Repairs for small & medium size trailers. (Electrical, suspension, braking system, flooring repairs) ***Trailer bands vary from Global, Utility, G3, Great Dane, Maxey, P.J. Trailer, and Pace, Parker, S.W. Goose neck ,Top Hat and all other City Of Laredo trailers.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 62	
Field Labor Rate	$ 62	
Diagnostic Shop Labor Rate	$ 62	
Diagnostic Field Labor Rate	$ 62	

27.2 **Parts Price Schedule**
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered 0 %

Product identification (Mfr.) **(Documentation Shall be uploaded onto Cit-E-Bid)**

Type price schedule (dealer, jobber, etc.) **(Documentation Shall be uploaded onto Cit-E-Bid)** Contractor

Price schedule column on which discount is based (i.e. distributor, net, wholesale) **(Documentation Shall be uploaded onto Cit-E-Bid)**

27.3 Repairs will be completed within working days after receipt of order. 5-7 (working days)

27.4 Business hours are from 8:00 A.M. to 5:00 P.M. _____ days per week.
(Documentation Shall be uploaded onto Cit-E-Bid)

27.5 Warranty: _____
(Documentation Shall be uploaded onto Cit-E-Bid)

Company Name: Bone's Custom Cycles

Owner/President Name: Roberto Martinez

Company Address: 141 Wawi Tijerina Parkway

City, State, Zip Code: Laredo, TX 78043

Company Authorized Representative's Signature: _____

Company Representative's Name: Roberto Martinez

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

28.0 Price Adjustment****

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of proposals. Documentation may be emailed to ealdape@ci.laredo.tx.us

29.0 Termination of Contract

This contract shall be for an initial period of two years or twenty-four months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party:

Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

30.0 Required Format and Contents of Proposal Submission

For a proposal to be considered it must contain the following information:

Company Information Questionnaire
Signed Price Schedule
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
Certificate of Interested Parties (Form 1295)

31.0 **Bidder Information Questionnaire**

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

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder, and that the contents of this proposal as to prices, terms or conditions of said proposal 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 proposal the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Bone's Custom Cycles

Signature of person authorized to sign proposal Roberto Martinez Date 01/10/2025

Print Name of person authorized to sign proposal Roberto Martinez

Title: Owner

Business Address: 141 Wawi Tijerina Parkway

City, State, Zip Code: Laredo, TX 78043

Telephone Number: 956-319-8202 Fax Number:

Contact Person Email Address: bonemtz@gmail.com

Federal Tax ID Number:

Bidders Principal/Corporate Place of Business Address: 141 Wawi Tijerina Parkway, Laredo, TX 78043

Indicated Status of Business:

Corporation ___ Partnership ___ Sole Proprietorship X ___ Other: ___

If other state business status: ___

State how long under its present business name: 17 years

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

N/A

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

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

Is any litigation pending against the Business? Yes (No.)

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes (No) Disadvantaged Business Enterprise (DBE): Yes (No)
Small Disadvantaged Business Enterprise (SDBC) Yes (No) Other: Please specify

This company is not a certified minority business: ☒

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

32.0 Conflict of Interest Disclosure

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

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

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

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

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

1. Mayor.
2. City Council Members.
3. City Manager.
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments.
7. Members of the Building Standards Board.
8. Parks & Leisure Advisory Committee Member.
9. Historic District Land Board Member.
10. Ethics Commission Board Member.
11. The Board of Commissioners of the Laredo Housing Authority.
12. The Executive Director of the Laredo Housing Authority.
13. Any other City of Laredo decision making board member.

If additional information is needed please contact the Purchasing Agent at 956-794-1731.

CITY OF LAREDO
PURCHASING DIVISION

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

Roberto Martinez — Name
Roberto Martinez — Signature
01/10/2025 — Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

OFFICE USE ONLY
Date Received

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a)

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

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

Roberto Martinez DBA Bond's Custom Cycles

2 [ ] **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A
Name of Officer

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

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

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

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

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

Roberto Martinez
Signature of person doing business with the governmental entity

01/10/2025
Date

33.0

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

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

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

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

Subscribed and sworn before me this_____day of_____20_____.

_____
Notary Public

My commission expires:

_____

34.0

City of Laredo
Discretionary Contracts Disclosure

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

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a ___New Submission or ___Correction or ___Update to previous submission.**

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

Roberto M. Martinez

First M.I. Last Suffix

***2. Contract Information.**

a) Contract or Project name(s):

FY25-034 Small and Large Size Trailer Repair Service

b) Originating Department(s):

Fleet Dept.

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

Name (Print)	Signature	Name (Print)	Signature
Roberto Martinez	Roberto Mart.		

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

entity listed in Question 3

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

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

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

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

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

List of subcontractors:

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

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

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

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

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

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

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

individuals.

List of contributors:

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

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

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

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

***Acknowledgements**

X **Updates Required**
I understand that this form must be updated by submission of a revised 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.

X **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.

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

*Oath

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

Roberto Martinez
Name (Print)

Signature Roberto Martinez

Title Owner

Bane's Custom Cycles
Company or DBA

1-10-25
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

35.0 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided. **https://www.ethics.state.tx.us/tec/1295-Info.htm.**

Implementation of House Bill 1295

35.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

35.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1, Application
46.3, Definitions
46.5, Disclosure of Interested Parties Form

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.

Roberto Martinez DBA Bone's Custom Cycles

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

N/A

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.

N/A

4

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☒

6 AFFIDAVIT

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

Roberto Martinez
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10.5.2015

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

36.0 Vendors Instructions:

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas, 78040 **until 5:00 P.M. on January 30, 2025; and all proposals received will be opened and acknowledged at 1:00 P.M. at the Office of the City Secretary on January 31, 2025.**

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

Proposal: Small & Large Size Trailer Repair Services – Fleet Department
FY25-034

Proposals can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Mario I. Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY
Date Received

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

Roberto Martinez DBA Bone's Custom Cycles

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

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Roberto Martinez

Signature of vendor doing business with the governmental entity

01/10/2025

Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY
Date Received

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

Roberto Martinez DBA Bone's Custom Cycles

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

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Roberto Martinez

Signature of vendor doing business with the governmental entity

01/10/2025

Date

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.**
Roberto Martinez DBA Bone's Custom Cycles

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
N/A

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.**
N/A

4

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** [X]

6 **AFFIDAVIT**

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

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

Attribute 41

Contractor's Profile & Qualifications (Required Upload onto to Cit-E-Bid)
Contractor's Profile & Qualifications (Max 20 Points)
Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work. (This documentation shall be uploaded onto Cit-E-Bid)

Number of people employed: Two (2)

Average years of experience of current employees: Ten (10)

Total number of certified automotive service excellence (ASE) technicians: One (1)

Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement? Yes or No.
Yes

What software or labor rate manual do you use to determine industry standard hours to make repairs?

There is no labor rate manual that we use. We determine what is required for the repairs and the time it will take based on years of experience and assessing the job prior to making the repairs. Then a quote is submitted for the job.

Expected completion in 5-7 working days per repair.

Attribute 42

Technical Specifications (Required upload onto Cit-E-Bid)
Technical Specifications. Documentation can be uploaded on to Cit-E-Bid. (Max Points 20)

How will you meet required turnaround time for service repair?

Knowledge of City of trailer mechanic jobs from previous contracts, over 17 years of owning the business, and over 40 years of mechanic experience. Turnaround will be 5-7 business days.

Describe how you ensure that diagnostic assessments and repair recommendations are necessary.

Our shop is equipped with the necessary diagnostic tools and years of experience working with trailers of all types and sizes.

Do you use OEM or aftermarket parts for repairs?

OEM parts are used

Bidder will provide an "estimated quote" for each repair. All repairs must be duly approved by the Fleet General Manager.

Yes. Bone's Custom Cycles agrees. This is standard operating procedure with our business.

Bidder shall state any special equipment in their operation such as a machine shop, specialized diagnostic tools, etc.

Diagnostic scanner, digital tire balancer, mount and tire dismount tire changer, body shop, welding equipment, battery charger, full Preventive Maintenance service equipment, pick up and haul equipment.

Attribute 43

The bidder's past relationship with the City of Laredo – Prior Contracts (Required upload onto Cit-E-Bid) The bidder's past relationship with the City of Laredo – Prior Contracts (Documentation can be uploaded on to Cit-E-Bid). List of 3 references and any prior contracts. (Max Points 20)

1) FY24-048 Off Road /Mid- Size Support Equipment Parts & Service Repairs
    a) Enrique Aldape III, City of Laredo Purchasing
    b) 956-794-1733
    c) Contract is ongoing
    d) ealdape@ci.laredo.tx.us
    e) (see attached upload of this contract submission in the response attachments)
2) FY23-039 Lawn Maintenance Equipment Parts/Services
    a) Enrique Aldape III, City of Laredo Purchasing
    b) 956-794-1733
    c) Contract is ongoing
    d) ealdape@ci.laredo.tx.us
    e) (see attached upload of this contract submission in the response attachments)
3) FY21-050 Victory Motorcycle OEM Parts/Services
    a) Enrique Aldape III, City of Laredo Purchasing
    b) 956-794-1733
    c) Contract is ongoing
    d) ealdape@ci.laredo.tx.us
    e) (see attached upload of this contract submission in the response attachments)

Attribute 44

Required Submittals

Product identification (Mfr.) (Documentation shall be uploaded onto Cit-e Bid)

All trailer brands

Type price schedule (dealer, jobber, etc.) (Documentation shall be uploaded onto Cit-E-Bid)

Contractor

Price Schedule column on which discount is based (i.e. distributor, net, wholesale) (documentation shall be uploaded to Cit-E-Bid)

Percent Discount Offered	0%
Product identification (Mfr)	All trailer brands
Type Price Schedule (dealer, Jobber, etc.)	Contractor
Price Schedule number	N/A
Date of Price Schedule	January 13, 2025
Price Schedule column on which discount is based	0% discount offered
Labor rate for services	$62/hr
Mileage rate (if any)	$0.00

Business hours are from to days per week

8:00am to 5:00pm, Monday through Friday. Bone's Custom Cycles follows the City of Laredo Holiday schedule.

Warranty:

N/A

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.**

Roberto Martinez DBA Bone's Custom Cycles

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

N/A

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.**

N/A

4

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** [X]

6 **AFFIDAVIT**

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

Roberto Martinez DBA Bone's Custom Cycles

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

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Roberto Martinez

Signature of vendor doing business with the governmental entity

01/10/2025

Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY
Date Received

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

Roberto Martinez DBA Bone's Custom Cycles

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

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Roberto Martinez

Signature of vendor doing business with the governmental entity

01/10/2025

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

27.0 **Price Schedule** (Max Points 40)

27.1 Trailer Repairs for small & medium size trailers. (Electrical, suspension, braking system, flooring repairs) ***Trailer brands vary from Global, Utility, GS, Great Dane, Maxey, P.J. Trailer, and Pace, Parker, S.W. Goose neck ,Top Hat and all other City Of Laredo trailers.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 62	
Field Labor Rate	$ 62	
Diagnostic Shop Labor Rate	$ 62	
Diagnostic Field Labor Rate	$ 62	

27.2 **Parts Price Schedule**
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered 0 %

Product identification (Mfr.) (Documentation Shall be uploaded onto Cit-E-Bid)

Type price schedule (dealer, jobber, etc.) (Documentation Shall be uploaded onto Cit-E-Bid) Contractor

Price schedule column on which discount is based (i.e. distributor, net, wholesale) (Documentation Shall be uploaded onto Cit-E-Bid)

27.3 Repairs will be completed within working days after receipt of order. 5-7 (working days)

27.4 Business hours are from 8:00 A.M. to 5:00 P.M. _____ days per week.
(Documentation Shall be uploaded onto Cit-E-Bid)

27.5 Warranty: _____
(Documentation Shall be uploaded onto Cit-E-Bid)

Company Name: Bone's Custom Cycles

Owner/President Name: Roberto Martinez

Company Address: 141 Wawi Tijerina Parkway

City, State, Zip Code: Laredo, TX 78043

Company Authorized Representative's Signature: _____

Company Representative's Name: Roberto Martinez

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

25.2 Describe how you ensure that diagnostic assessments and repair recommendations are necessary.

Our shop is equipped with the necessary diagnostic tools and years of experience working with trailers of all types and sizes.

25.3 Do you use OEM or aftermarket parts for repairs?

OEM Parts are used.

25.4 Bidder will provide an "estimated quote" for each repair. All repairs must be duly approved by the Fleet General Manager.

Yes, Bone's Custom Cycles agrees. This is the standard operating procedure for our business.

25.5 Bidder shall state any special equipment in their operation such as a machine shop, specialized diagnostic tools, etc.

Diagnostic scanner, digital tire balancer, mount and tire dismount tire changer, body shop, welding equipment, battery charger, full preventive maintenance service equipment, pick up and haul equipment.

26.0 The bidder's past relationship with the City of Laredo – Prior Contracts (Documentation can be uploaded on to Ci-E-Bid). List of 3 references and any prior contracts. (Max Points 20)

Prior Contracts:

FY24-048 Off Road/Mid-Sizs Support Equipment parts and Service Repairs
Enrique Aldape III, City of Laredo Purchasing, 956-794-1733, Contract is ongoing, ealdape@ci.laredo.tx.us.

FY23-039 Lawn Maintenance Equipment Parts/Services
Enrique Aldape III, City of Laredo Purchasing, 956-794-1733, Contract is ongoing, ealdape@ci.laredo.tx.us

FY 21-050 Victory Motorcycle OEM Parts/Services
Enrique Aldape III, City of Laredo Purchasing, 956-794-1733, Contract is ongoing, ealdape@ci.laredo.tx.us

Evaluation Form (Example)

Sections	Criteria	Max Points	Weighted %	Points x Weight
I	Contractor's Profile & Qualifications (24.0)	20	50%	10.00
II	Technical Specifications (25.0)	20	60%	12.00
III	The bidder's past relationship with the City of Laredo – Prior Contracts (26.0)	20	80%	16.00
IV	Pricing & Discount (27.0)	40	70%	28.00
			Total Score	66.00

23.0 **Required Submittals**
The City of Laredo will be utilizing best value evaluation criteria to select the contract vendor (s). You are asked to respond to the following questions and provide concise responses to these questions. Do include boilerplate marketing brochures or informational documents with your responses. Documentation shall be uploaded on to Cit-E-Bid.

24.0 Contractor's Profile & Qualifications (Max 20 Points)
Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work. (This documentation shall be uploaded onto Cit-E-Bid)

24.1 Number of people employed: 2

24.2 Average years of experience of current employees: 10

24.3 Total number of certified automotive service excellence (ASE) technicians: 1

24.4 4 Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement? Yes or No.

24.5 What software or labor rate manual do you use to determine industry standard hours to make repairs?

There is no labor rate manual that we use. We determine what is required for the repairs and the time it will take to complete the repairs based on years of experience and assessing the job. Then a quote is submitted for the job.

24.6 Expected completion in 5-7 working days per repair.

25.0 **Technical Specifications.** Documentation can be uploaded on to Cit-E-Bid. (Max Points 20)

25.1 How will you meet required turnaround time for service repair?

Knowledge City of Laredo trailer mechanic jobs from previous contracts, over 17 years of owning the business, and over 40 years of mechanic experience. Turnaround time will be 5-7 business days.

Attribute 41

Contractor's Profile & Qualifications (Required Upload onto to Cit-E-Bid)

Contractor's Profile & Qualifications (Max 20 Points)

Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work. (This documentation shall be uploaded onto Cit-E-Bid)

Number of people employed: Two (2)

Average years of experience of current employees: Ten (10)

Total number of certified automotive service excellence (ASE) technicians: One (1)

Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement? Yes or No.

Yes

What software or labor rate manual do you use to determine industry standard hours to make repairs?

There is no labor rate manual that we use. We determine what is required for the repairs and the time it will take based on years of experience and assessing the job prior to making the repairs. Then a quote is submitted for the job.

Expected completion in 5-7 working days per repair.

Attribute 42

Technical Specifications (Required upload onto Cit-E-Bid)

Technical Specifications. Documentation can be uploaded on to Cit-E-Bid. (Max Points 20)

How will you meet required turnaround time for service repair?

Knowledge of City of trailer mechanic jobs from previous contracts, over 17 years of owning the business, and over 40 years of mechanic experience. Turnaround will be 5-7 business days.

Describe how you ensure that diagnostic assessments and repair recommendations are necessary.

Our shop is equipped with the necessary diagnostic tools and years of experience working with trailers of all types and sizes.

Do you use OEM or aftermarket parts for repairs?

OEM parts are used

Bidder will provide an "estimated quote" for each repair. All repairs must be duly approved by the Fleet General Manager.

Yes. Bone's Custom Cycles agrees. This is standard operating procedure with our business.

Bidder shall state any special equipment in their operation such as a machine shop, specialized diagnostic tools, etc.

Diagnostic scanner, digital tire balancer, mount and tire dismount tire changer, body shop, welding equipment, battery charger, full Preventive Maintenance service equipment, pick up and haul equipment.

Attribute 43

The bidder's past relationship with the City of Laredo – Prior Contracts (Required upload onto Cit-E-Bid) The bidder's past relationship with the City of Laredo – Prior Contracts (Documentation can be uploaded on to Cit-E-Bid). List of 3 references and any prior contracts. (Max Points 20)

1) FY24-048 Off Road /Mid- Size Support Equipment Parts & Service Repairs
    a) Enrique Aldape III, City of Laredo Purchasing
    b) 956-794-1733
    c) Contract is ongoing
    d) ealdape@ci.laredo.tx.us
    e) (see attached upload of this contract submission in the response attachments)
2) FY23-039 Lawn Maintenance Equipment Parts/Services
    a) Enrique Aldape III, City of Laredo Purchasing
    b) 956-794-1733
    c) Contract is ongoing
    d) ealdape@ci.laredo.tx.us
    e) (see attached upload of this contract submission in the response attachments)
3) FY21-050 Victory Motorcycle OEM Parts/Services
    a) Enrique Aldape III, City of Laredo Purchasing
    b) 956-794-1733
    c) Contract is ongoing
    d) ealdape@ci.laredo.tx.us
    e) (see attached upload of this contract submission in the response attachments)

Attribute 44

Required Submittals

Product identification (Mfr.) (Documentation shall be uploaded onto Cit-e Bid)

All trailer brands

Type price schedule (dealer, jobber, etc.) (Documentation shall be uploaded onto Cit-E-Bid)

Contractor

Price Schedule column on which discount is based (i.e. distributor, net, wholesale) (documentation shall be uploaded to Cit-E-Bid)

Percent Discount Offered	0%
Product identification (Mfr)	All trailer brands
Type Price Schedule (dealer, Jobber, etc.)	Contractor
Price Schedule number	N/A
Date of Price Schedule	January 13, 2025
Price Schedule column on which discount is based	0% discount offered
Labor rate for services	$62/hr
Mileage rate (if any)	$0.00

Business hours are from to days per week

8:00am to 5:00pm, Monday through Friday. Bone's Custom Cycles follows the City of Laredo Holiday schedule.

Warranty:

N/A

CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY): 07/26/2024

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

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

PRODUCER
Laredo Commercial Insurance Agency Inc
3311 E. Del Mar Blvd., Ste 107
Laredo, TX 78041

CONTACT NAME: Sandra Y Garza
PHONE (A/C, No, Ext): (956)729-0799 FAX (A/C, No): (956)712-3996
E-MAIL ADDRESS: sandra@laredoins.net

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: Mesa Underwriters Specialty Insurance
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
Robert Martinez
dba Bone's Custom Cycles
P O Box 440129
Laredo, TX 78044

COVERAGES PROD / CUSTOMER ID: 00001047 — **CERTIFICATE #:** — **REVISION #:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GARAGE LIABILITY: ANY AUTO; OWNED AUTOS ONLY; HIRED AUTOS ONLY; NON-OWNED AUTOS USED IN GARAGE BUSINESS. X $1,000 Deductible			MP0042037000638	08/10/2024	08/10/2025	AUTO ONLY (Ea accident) $1,000,000; OTHER THAN AUTO ONLY: EA ACCIDENT $1,000,000; AGGREGATE $1,000,000
A	GARAGE KEEPERS LIABILITY: X LEGAL LIABILITY; DIRECT $/DED: X PRIMARY; EXCESS			MP0042037000638	08/10/2024	08/10/2025	X COMP / OTC LOC 01 $550,000/$100,000; SPECIFIED PERILS LOC $1,000/$5,000 Ded; X COLLISION LOC 01 $550,000/$100,000; LOC $1,000/$5,000 Ded
	COMMERCIAL GENERAL LIABILITY: CLAIMS MADE; OCCUR						EACH OCCURRENCE $; DAMAGE TO RENTED PREMISES (Ea occurrence) $; MED EXP (Any one person) $; PERSONAL & ADV INJURY $; GENERAL AGGREGATE $; PRODUCTS - COMP/OP AGG $
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; PRO-JECT; LOC; OTHER						$
	UMBRELLA LIAB; EXCESS LIAB: OCCUR; CLAIMS-MADE; DED; RETENTION $						EACH OCCURRENCE $; AGGREGATE $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY: ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N; N/A; If yes, describe under REMARKS below						$; PER STATUTE; OTH-ER; E.L. EACH ACCIDENT $; E.L. DISEASE - EA EMPLOYEE $; E.L. DISEASE - POLICY LIMIT $

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
City of Laredo
1102 Bob Bullock Loop
Laredo, TX 78045

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

AUTHORIZED REPRESENTATIVE
SGZ

ACORD 39 (2016/03)

© 2010-2016 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Printed by SGZ on July 26, 2024 at 12:01 PM

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

Roberto Martinez DBA Bone's Custom Cycles

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

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Roberto Martinez

Signature of vendor doing business with the governmental entity

01/10/2025

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/3/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that requires the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY
Date Received

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

Roberto Martinez DBA Bone's Custom Cycles

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

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Roberto Martinez

Signature of vendor doing business with the governmental entity

01/10/2025

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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.**
Roberto Martinez DBA Bone's Custom Cycles

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
N/A

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.**
N/A

4 Name of Interested Party	City, State, Country (Place of Business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** [X]

6 AFFIDAVIT

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

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

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Proposal and other contract provisions, for awarding a two-year contract for providing small and large size trailer repairs services for the Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M. on January 30, 2025; and all proposals received will be opened and acknowledged at 1:00 P.M.** at the Office of the City Secretary on **January 31, 2025.**

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

Proposal: Small & Large Size Trailer Repair Services – Fleet Department
FY25-034

Proposals can be downloaded and submitted through Cit-E-Bid:

https://cityoflaredo.ionwave.net/Login.aspx

Hand Delivered:
City of Laredo – City Secretary
C/O Mario I. Maldonado Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 7th DAY OF JANUARY 2025.

(For) Mario I. Maldonado Jr.
City Secretary

Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered a standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract unless requested by the City. For that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions, and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS. Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand-delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on the Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in the extension of price, the unit price shall govern.

(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

(d) Proposed delivery time must be shown and shall include business days.

(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by the City of Laredo no less than seventy-two hours before the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF HAND-DELIVERED PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed, and include the date and hour of the Proposal opening and the material or services. The proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand-delivered Proposals must be submitted to:
City of Laredo, City Secretary's Office,
City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered.

(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity proposals may be requested by the City.

(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP or as a result of the issuance of this RFP.

4.0 REJECTION OF PROPOSALS: The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.

(d) If proposals are conditional. The vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.

(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, the vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. The vendor will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS: Proposals may not be withdrawn after they have been publicly opened unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS: Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or the Questions & Responses section on the Cit-E-Bid system no later than seven (7) days before the scheduled date for opening to:

Purchasing Agent
5512 Thomas Avenue,
Laredo, Texas 78041

Any vendor submitting questions shall refer to a specific RFP number, section, page, and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through the Cit-E-Bid system under the Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, the bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days before the time that the City Council formally considers the contract to submit a written protest relating to advertising of proposal notices, deadlines, proposal acknowledgment, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award.

All protests regarding the proposal solicitation process must be submitted in writing by certified mail to:

CITY OF LAREDO PURCHASING AGENT
5512 Thomas Avenue
Laredo, Texas 78041

Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide a written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for the performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be **awarded based on (Best Value)** and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code. **There will be one primary and one secondary vendor for this contract.**

Definition of the lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the proposal requirements and whose past performance, reputation, and financial capability are deemed acceptable, and who has offered the most advantageous pricing or cost-benefit, based on the criteria stipulated in the proposal documents."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with the Vendor that will include by reference the terms of the RFP and related responses. In the event an agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications unless the Vendor qualifies its proposal by specific limitations. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to the proposal. The place of delivery shall be outlined in the purchase order and/or formal contract agreement when applicable.

The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in the proposal;

(2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or,

(3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog, or part number. All items must show unit prices. If prices are based on discounts from the list, then list prices must appear on the proposal schedule.
All invoices shall be mailed to:
Accounts Payable Office
City Hall, P.O. Box 210,
Laredo, Texas 78042.

(d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us
For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

12.0 INSURANCE REQUIREMENTS

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

(a) Commercial General Liability insurance at a 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 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 a 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 place 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, the 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 before 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. The 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 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, the Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before awarding the contract.
(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits, and/or insurance coverages, required to perform work, throughout this project/contract.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-O-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

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

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this proposal for consideration;

1. Company Information Questionnaire.
2. Signed Price Schedule.
3. Conflict of Interest Questionnaire.
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure

6. Certificate of Interested Parties (Form 1295) **Upon Award of Proposal Only**

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

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

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: To comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

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

14.0 **DISQUALIFICATION & DEBARMENT CERTIFICATION**

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

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of the company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

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

or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

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

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

Request for Proposals
Small & Large Size Trailer Repair Services
Fleet Department

15.0 Scope of Work

The City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposal and other contract provisions for awarding a two-year contract for providing small and large size trailer repairs services for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Fleet Department point of contact: Ronald W. Miller (956) 795-6455 or email rmiller@ci.laredo.tx.us

15.1 All questions for this bid shall be uploaded through in Cit-E-Bid or by email before January 21, 2025.

16.0 General Conditions

16.1 Bidders are required to submit their bids upon the following expressed conditions:
Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

16.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

16.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

16.4 All repairs shall be quoted F.O.B., Laredo, TX. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

16.5 Repairs will be ordered during regular working hours Monday through Friday.

16.6 Contracts will be awarded to multiple bidders meeting the city's requirements.

16.7 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

16.8 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure parts from other sources.

17.0 Warranty

A minimum of twelve (12) month warranty period from the date that City of Laredo accepts equipment shall be provided for all repairs. If a failure occurs due to a defect in materials and/or workmanship, the warranty shall re-new at startup so that a full twelve (12) months of warranty is possible. The warranty period shall cover all defects in workmanship and/or materials.

18.0 Final Inspection

When the work has been completed and at a time mutually agreeable to the City of Laredo and the Contractor, a designated Fleet Department employee shall make a final inspection of the work as to the acceptability and completeness of the work.

19.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

20.0 Term of Contract

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

20.1 This contract will be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

21.0 Award of Contract

The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. There will be one primary and one secondary for this contract.

Definition of best value criteria as per The Institute for Public Procurement is:
"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

21.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

22.0 Evaluation Criteria

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below.

The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

22.1 Negotiations may be conducted with responsible Proposer who submits a proposal determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

In determining ***best value,*** the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

Sections	Criteria	Max Points
I	Contractor's Profile & Qualifications (24.0)	20
II	Technical Specifications (25.0)	20
III	The bidder's past relationship with the City of Laredo – Prior Contracts (26.0)	20
IV	Pricing & Discount (27.0)	40
	Total	100

Rating of Definitions for Percentage Method

%	Rating	Definition
0%	Unsatisfactory	Does not satisfy criteria in specifications.
10%	Very Poor to Unsatisfactory	
20%	Very Poor	Meets elements of some criteria minimally.
30%	Poor to Very Poor	
40%	Poor	Meets some criteria at minimum acceptable level.
50%	Average to Poor	
60%	Average	Adequately meets most criteria.
70%	Good to Average	
80%	Good	Exceeds minimum criteria.
90%	Very Good	Provides benefits to the entity in addition to all required criteria.
100%	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

Evaluation Form (Example)

Sections	Criteria	Max Points	Weighted %	Points x Weight
I	Contractor's Profile & Qualifications (24.0)	20	50%	10.00
II	Technical Specifications (25.0)	20	60%	12.00
III	The bidder's past relationship with the City of Laredo – Prior Contracts (26.0)	20	80%	16.00
IV	Pricing & Discount (27.0)	40	70%	28.00
			Total Score	**66.00**

23.0 Required Submittals
The City of Laredo will be utilizing best value evaluation criteria to select the contract vendor (s). You are asked to respond to the following questions and provide concise responses to these questions. Do include boilerplate marketing brochures or informational documents with your responses. **Documentation shall be uploaded on to Cit-E-Bid.**

24.0 Contractor's Profile & Qualifications (Max 20 Points)
Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work. **(This documentation shall be uploaded onto Cit-E-Bid)**

24.1 Number of people employed: 2

24.2 Average years of experience of current employees: 10

24.3 Total number of certified automotive service excellence (ASE) technicians: 1

24.4 4 Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement? Yes or No.

24.5 What software or labor rate manual do you use to determine industry standard hours to make repairs?

There is no labor rate manual that we use. We determine what is required for the repairs and the time it will take to complete the repairs based on years of experience and assessing the job. Then a quote is submitted for the job.

24.6 Expected completion in 5-7 working days per repair.

25.0 Technical Specifications. Documentation can be uploaded on to Cit-E-Bid. (Max Points 20)

25.1 How will you meet required turnaround time for service repair?

Knowledge City of Laredo trailer mechanic jobs from previous contracts, over 17 years of owning the business, and over 40 years of mechanic experience. Turnaround time will be 5-7 business days.

25.2 Describe how you ensure that diagnostic assessments and repair recommendations are necessary.

Our shop is equipped with the necessary diagnostic tools and years of experience working with trailers of all types and sizes.

25.3 Do you use OEM or aftermarket parts for repairs?

OEM Parts are used.

25.4 Bidder will provide an "estimated quote" for each repair. All repairs must be duly approved by the Fleet General Manager.

Yes. Bone's Custom Cycles agrees. This is the standard operating procedure for our business.

25.5 Bidder shall state any special equipment in their operation such as a machine shop, specialized diagnostic tools, etc.

Diagnostic scanner, digital tire balancer, mount and tire dismount tire changer, body shop, welding equipment, battery charger, full preventive maintenance service equipment, pick up and haul equipment.

26.0 The bidder's past relationship with the City of Laredo – Prior Contracts (Documentation can be uploaded on to Cit-E-Bid). List of 3 references and any prior contracts. (Max Points 20)

Prior Contracts:

FY24-048 Off Road/Mid-Size Support Equipment parts and Service Repairs
Enrique Aldape III, City of Laredo Purchasing, 956-794-1733, Contract is ongoing, ealdape@ci.laredo.tx.us.

FY23-039 Lawn Maintenance Equipment Parts/Services
Enrique Aldape III, City of Laredo Purchasing, 956-794-1733, Contract is ongoing, ealdape@ci.laredo.tx.us

FY 21-050 Victory Motorcycle OEM Parts/Services
Enrique Aldape III, City of Laredo Purchasing, 956-794-1733, Contract is ongoing, ealdape@ci.laredo.tx.us

27.0 **Price Schedule** (Max Points 40)

27.1 Trailer Repairs for small & medium size trailers. (Electrical, suspension, braking system, flooring repairs) ***Trailer bands vary from Global, Utility, G3, Great Dane, Maxey, P.J. Trailer, and Pace, Parker, S.W. Goose neck ,Top Hat and all other City Of Laredo trailers.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 62	
Field Labor Rate	$ 62	
Diagnostic Shop Labor Rate	$ 62	
Diagnostic Field Labor Rate	$ 62	

27.2 **Parts Price Schedule**
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	0 %
Product identification (Mfr.) **(Documentation Shall be uploaded onto Cit-E-Bid)**	
Type price schedule (dealer, jobber, etc.) **(Documentation Shall be uploaded onto Cit-E-Bid)**	Contractor
Price schedule column on which discount is based (i.e. distributor, net, wholesale) **(Documentation Shall be uploaded onto Cit-E-Bid)**	

27.3 Repairs will be completed within working days after receipt of order. 5-7 (working days)

27.4 Business hours are from 8:00 A.M. to 5:00 P.M. _____ days per week.
(Documentation Shall be uploaded onto Cit-E-Bid)

27.5 Warranty: _____
(Documentation Shall be uploaded onto Cit-E-Bid)

Company Name: Bone's Custom Cycles

Owner/President Name: Roberto Martinez

Company Address: 141 Wawi Tijerina Parkway

City, State, Zip Code: Laredo, TX 78043

Company Authorized Representative's Signature: _____

Company Representative's Name: Roberto Martinez

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

28.0 Price Adjustment****

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of proposals. Documentation may be emailed to ealdape@ci.laredo.tx.us

29.0 Termination of Contract

This contract shall be for an initial period of two years or twenty-four months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party:

Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

30.0 Required Format and Contents of Proposal Submission

For a proposal to be considered it must contain the following information:

Company Information Questionnaire
Signed Price Schedule
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
Certificate of Interested Parties (Form 1295)

31.0 **Bidder Information Questionnaire**

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

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder, and that the contents of this proposal as to prices, terms or conditions of said proposal 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 proposal the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Bone's Custom Cycles

Signature Roberto Martinez Date 01/10/2025
of person authorized to sign proposal

Print Name Roberto Martinez
of person authorized to sign proposal

Title: Owner

Business Address: 141 Wawi Tijerina Parkway

City, State, Zip Code: Laredo, TX 78043

Telephone Number: 956-319-8202 Fax Number: _____

Contact Person Email Address: bonemtz@gmail.com

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: 141 Wawi Tijerina Parkway, Laredo, TX 78043

Indicated Status of Business:

Corporation ____ Partnership ____ Sole Proprietorship X ____ Other: ____

If other state business status: _____

State how long under its present business name: 17 years

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

N/A

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

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

Is any litigation pending against the Business? Yes (No.)

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes (No) Disadvantaged Business Enterprise (DBE): Yes (No)

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

This company is not a certified minority business: ☒

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

32.0 Conflict of Interest Disclosure

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

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

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

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

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

1. **Mayor.**
2. **City Council Members.**
3. **City Manager.**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments.**
7. **Members of the Building Standards Board.**
8. **Parks & Leisure Advisory Committee Member.**
9. **Historic District Land Board Member.**
10. **Ethics Commission Board Member.**
11. **The Board of Commissioners of the Laredo Housing Authority.**
12. **The Executive Director of the Laredo Housing Authority.**
13. **Any other City of Laredo decision making board member.**

If additional information is needed please contact the Purchasing Agent at 956-794-1731.

CITY OF LAREDO
PURCHASING DIVISION

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

Roberto Martinez — Name
Robert Martinez — Signature
01/10/2025 — Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

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

Roberto Martinez DBA Bond's Custom Cycles

2 [ ] **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A
Name of Officer

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

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

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

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

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

Robert Martinez
Signature of person doing business with the governmental entity

01/10/2025
Date

33.0 **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

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

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

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

Subscribed and sworn before me this_____day of _____20_____.

_____
Notary Public

My commission expires:

_____

34.0

City of Laredo
Discretionary Contracts Disclosure

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

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a ___New Submission or ___Correction or ___Update to previous submission.**

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

First	M.I.	Last	Suffix
Roberto		Martinez	

***2. Contract Information.**

a) Contract or Project name(s):

FY25-034 Small and Large Size Trailer Repair Service

b) Originating Department(s):

Fleet Dept.

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

Name (Print)	Signature	Name (Print)	Signature
Roberto Martinez	Roberto Mart.		

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

entity listed in Question 3

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

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

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

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

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

List of subcontractors:

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

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

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

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

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

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

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

individuals.

List of contributors:

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

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

√ 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.

X **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.

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

***Oath**

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

Roberto Martinez

Name (Print) Signature Robert Martinez Title Owner

Bone's Custom Cycles

Company or DBA

1-10-25

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

35.0 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

Implementation of House Bill 1295

35.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

35.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
- 46.1. Application
- 46.3. Definitions
- 46.5. Disclosure of Interested Parties Form

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.**

Roberto Martinez DBA Bone's Custom Cycles

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

N/A

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.**

N/A

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☒

6 **AFFIDAVIT**

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

Roberto Martinez
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

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

36.0 **Vendors Instructions:**

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas, 78040 **until 5:00 P.M. on January 30, 2025; and all proposals received will be opened and acknowledged at 1:00 P.M. at the Office of the City Secretary on January 31, 2025.**

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

Proposal: Small & Large Size Trailer Repair Services – Fleet Department
FY25-034

Proposals can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Mario I. Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY
Date Received

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

Roberto Martinez DBA Bone's Custom Cycles

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

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Roberto Martinez

Signature of vendor doing business with the governmental entity

01/10/2025

Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY
Date Received

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

Roberto Martinez DBA Bone's Custom Cycles

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

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Roberto Martinez

Signature of vendor doing business with the governmental entity

01/10/2025

Date

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.**
Roberto Martinez DBA Bone's Custom Cycles

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
N/A

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.**
N/A

4

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** [X]

6 **AFFIDAVIT**

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

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

Attribute 41

Contractor's Profile & Qualifications (Required Upload onto to Cit-E-Bid)
Contractor's Profile & Qualifications (Max 20 Points)
Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work. (This documentation shall be uploaded onto Cit-E-Bid)

Number of people employed: Two (2)

Average years of experience of current employees: Ten (10)

Total number of certified automotive service excellence (ASE) technicians: One (1)

Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement? Yes or No.
Yes

What software or labor rate manual do you use to determine industry standard hours to make repairs?

There is no labor rate manual that we use. We determine what is required for the repairs and the time it will take based on years of experience and assessing the job prior to making the repairs. Then a quote is submitted for the job.

Expected completion in 5-7 working days per repair.

Attribute 42

Technical Specifications (Required upload onto Cit-E-Bid)
Technical Specifications. Documentation can be uploaded on to Cit-E-Bid. (Max Points 20)

How will you meet required turnaround time for service repair?

Knowledge of City of trailer mechanic jobs from previous contracts, over 17 years of owning the business, and over 40 years of mechanic experience. Turnaround will be 5-7 business days.

Describe how you ensure that diagnostic assessments and repair recommendations are necessary.

Our shop is equipped with the necessary diagnostic tools and years of experience working with trailers of all types and sizes.

Do you use OEM or aftermarket parts for repairs?

OEM parts are used

Bidder will provide an "estimated quote" for each repair. All repairs must be duly approved by the Fleet General Manager.

Yes. Bone's Custom Cycles agrees. This is standard operating procedure with our business.

Bidder shall state any special equipment in their operation such as a machine shop, specialized diagnostic tools, etc.

Diagnostic scanner, digital tire balancer, mount and tire dismount tire changer, body shop, welding equipment, battery charger, full Preventive Maintenance service equipment, pick up and haul equipment.

Attribute 43

The bidder's past relationship with the City of Laredo – Prior Contracts (Required upload onto Cit-E-Bid) The bidder's past relationship with the City of Laredo – Prior Contracts (Documentation can be uploaded on to Cit-E-Bid). List of 3 references and any prior contracts. (Max Points 20)

1) FY24-048 Off Road /Mid- Size Support Equipment Parts & Service Repairs
    a) Enrique Aldape III, City of Laredo Purchasing
    b) 956-794-1733
    c) Contract is ongoing
    d) ealdape@ci.laredo.tx.us
    e) (see attached upload of this contract submission in the response attachments)
2) FY23-039 Lawn Maintenance Equipment Parts/Services
    a) Enrique Aldape III, City of Laredo Purchasing
    b) 956-794-1733
    c) Contract is ongoing
    d) ealdape@ci.laredo.tx.us
    e) (see attached upload of this contract submission in the response attachments)
3) FY21-050 Victory Motorcycle OEM Parts/Services
    a) Enrique Aldape III, City of Laredo Purchasing
    b) 956-794-1733
    c) Contract is ongoing
    d) ealdape@ci.laredo.tx.us
    e) (see attached upload of this contract submission in the response attachments)

Attribute 44

Required Submittals

Product identification (Mfr.) (Documentation shall be uploaded onto Cit-e Bid)

All trailer brands

Type price schedule (dealer, jobber, etc.) (Documentation shall be uploaded onto Cit-E-Bid)

Contractor

Price Schedule column on which discount is based (i.e. distributor, net, wholesale) (documentation shall be uploaded to Cit-E-Bid)

Percent Discount Offered	0%
Product identification (Mfr)	All trailer brands
Type Price Schedule (dealer, Jobber, etc.)	Contractor
Price Schedule number	N/A
Date of Price Schedule	January 13, 2025
Price Schedule column on which discount is based	0% discount offered
Labor rate for services	$62/hr
Mileage rate (if any)	$0.00

Business hours are from to days per week

8:00am to 5:00pm, Monday through Friday. Bone's Custom Cycles follows the City of Laredo Holiday schedule.

Warranty:

N/A

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.**

Roberto Martinez DBA Bone's Custom Cycles

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

N/A

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.**

N/A

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** [X]

6 **AFFIDAVIT**

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

Roberto Martinez DBA Bone's Custom Cycles

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

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Roberto Martinez

Signature of vendor doing business with the governmental entity

01/10/2025

Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

Roberto Martinez DBA Bone's Custom Cycles

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

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Roberto Martinez

Signature of vendor doing business with the governmental entity

01/10/2025

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

27.0 **Price Schedule** (Max Points 40)

27.1 Trailer Repairs for small & medium size trailers. (Electrical, suspension, braking system, flooring repairs) ***Trailer bands vary from Global, Utility, G3, Great Dane, Maxey, P.J. Trailer, and Pace, Parker, S.W. Goose neck ,Top Hat and all other City Of Laredo trailers.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 62	
Field Labor Rate	$ 62	
Diagnostic Shop Labor Rate	$ 62	
Diagnostic Field Labor Rate	$ 62	

27.2 **Parts Price Schedule**
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered 0 %

Product identification (Mfr.) **(Documentation Shall be uploaded onto Cit-E-Bid)**

Type price schedule (dealer, jobber, etc.) **(Documentation Shall be uploaded onto Cit-E-Bid)** Contractor

Price schedule column on which discount is based (i.e. distributor, net, wholesale) **(Documentation Shall be uploaded onto Cit-E-Bid)**

27.3 Repairs will be completed within working days after receipt of order. 5-7 (working days)

27.4 Business hours are from 8:00 A.M. to 5:00 P.M. _____ days per week.
(Documentation Shall be uploaded onto Cit-E-Bid)

27.5 Warranty: _____
(Documentation Shall be uploaded onto Cit-E-Bid)

Company Name: Bone's Custom Cycles

Owner/President Name: Roberto Martinez

Company Address: 141 Wawi Tijerina Parkway

City, State, Zip Code: Laredo, TX 78043

Company Authorized Representative's Signature: _____

Company Representative's Name: Roberto Martinez

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

25.2 Describe how you ensure that diagnostic assessments and repair recommendations are necessary.

Our shop is equipped with the necessary diagnostic tools and years of experience working with trailers of all types and sizes.

25.3 Do you use OEM or aftermarket parts for repairs?

OEM Parts are used.

25.4 Bidder will provide an "estimated quote" for each repair. All repairs must be duly approved by the Fleet General Manager.

Yes. Bone's Custom Cycles agrees. This is the standard operating procedure for our business.

25.5 Bidder shall state any special equipment in their operation such as a machine shop, specialized diagnostic tools, etc.

Diagnostic scanner, digital tire balancer, mount and tire dismount tire changer, body shop, welding equipment, battery charger, full preventive maintenance service equipment, pick up and haul equipment.

26.0 **The bidder's past relationship with the City of Laredo – Prior Contracts (Documentation can be uploaded on to Cit-E-Bid). List of 3 references and any prior contracts. (Max Points 20)**

Prior Contracts:

FY24-048 Off Road/Mid-Size Support Equipment parts and Service Repairs
Enrique Aldape III, City of Laredo Purchasing, 956-794-1733, Contract is ongoing, ealdape@ci.laredo.tx.us.

FY23-039 Lawn Maintenance Equipment Parts/Services
Enrique Aldape III, City of Laredo Purchasing, 956-794-1733, Contract is ongoing, ealdape@ci.laredo.tx.us

FY 21-050 Victory Motorcycle OEM Parts/Services
Enrique Aldape III, City of Laredo Purchasing, 956-794-1733, Contract is ongoing, ealdape@ci.laredo.tx.us

Evaluation Form (Example)

Sections	Criteria	Max Points	Weighted %	Points x Weight
I	Contractor's Profile & Qualifications (24.0)	20	50%	10.00
II	Technical Specifications (25.0)	20	60%	12.00
III	The bidder's past relationship with the City of Laredo – Prior Contracts (26.0)	20	80%	16.00
IV	Pricing & Discount (27.0)	40	70%	28.00
			Total Score	66.00

23.0 **Required Submittals**
The City of Laredo will be utilizing best value evaluation criteria to select the contract vendor (s). You are asked to respond to the following questions and provide concise responses to these questions. Do include boilerplate marketing brochures or informational documents with your responses. **Documentation shall be uploaded on to Cit-E-Bid.**

24.0 **Contractor's Profile & Qualifications (Max 20 Points)**
Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work. **(This documentation shall be uploaded onto Cit-E-Bid)**

24.1 Number of people employed: 2

24.2 Average years of experience of current employees: 10

24.3 Total number of certified automotive service excellence (ASE) technicians: 1

24.4 4 Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement? Yes or No.

24.5 What software or labor rate manual do you use to determine industry standard hours to make repairs?

There is no labor rate manual that we use. We determine what is required for the repairs and the time it will take to complete the repairs based on years of experience and assessing the job. Then a quote is submitted for the job.

24.6 Expected completion in 5-7 working days per repair.

25.0 **Technical Specifications. Documentation can be uploaded on to Cit-E-Bid. (Max Points 20)**

25.1 How will you meet required turnaround time for service repair?

Knowledge City of Laredo trailer mechanic jobs from previous contracts, over 17 years of owning the business, and over 40 years of mechanic experience. Turnaround time will be 5-7 business days.

FY25-034 Small & Large Size Trailer Repair Service

Gutierrez Machine & Welding Shop

Supplier Response

Event Information

Number: FY25-034 Small & Large Size Trailer Repair Service
Title: FY25-034 Small & Large Size Trailer Repair Services- Fleet Dept.
Type: Request For Proposal
Issue Date: 1/7/2025
Deadline: 1/30/2025 05:00 PM (CT)
Notes: ******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. **********

Proposals forms can be downloaded and printed through Cit-E-Bid. *****Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered. ********

Contact Information

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

Gutierrez Machine & Welding Shop Information

Contact: Moises Gutierrez, Jr.
Address: 201 West Ryan St,
Laredo, TX 78041
Phone: (956) 726-1688
Fax: (956) 791-3897
Email: moisesgms@aol.com

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

Moises Gutierrez, Jr.
Signature

moisesgms@aol.com
Email

Submitted at 1/30/2025 04:17:00 PM (CT)

Supplier Note

Manual

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** *No response*
3	**State how long under has the business been in its present business name** *No response*
4	**If applicable, list all other names under which the Business identified above operated in the last five years** *No response*
5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

6	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? *No response*
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 response*
8	**State if the Company is a certified minority business enterprise** *No response*
9	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.
10	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
11	**Conflict of Interest Questionnaire** Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? *No response*

12	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) *No response*
14	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department *No response*
15	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** *No response*
16	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** *No response*
17	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. *No response*
18	**Question 5. List any individuals or entities that will be subcontractors on this contract** *No response*
19	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. *No response*
20	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** *No response*
21	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. *No response*

22 **Question 7. Disclosure of political contributions**

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

No response

23 **Question 7. Disclosure of political contributions**

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

No response

24 **Updates on contributions required**

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

25 **Question 8. Disclosure of Conflict of Interest**

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

No response

26 **8. Disclosure of Conflict of Interest**

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

No response

27 **Question 9. Updates Required**

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

☐ *I have read and understand this section*

28 **Question 10. No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☐ *I have read and understand this section*

29 **Question 11. Conflict of Interest Questionnaire (CIQ)**

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

☐ *I have acknowledge that I have been advised*

30	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date *No response*
31	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☐ *I swear or affirm information is correct*
32	**Company Information Questionnaire** ☐ *I have completed this section*
33	**Conflict of Interest Questionnaire** ☐ *I have completed this section*
34	**Non-Collusive Affidavit** ☐ *I have completed and included this form*
35	**Discretionary Contracts Disclosure** ☐ *I have completed this section*
36	**Certificate of Interested Parties (Form 1295)** In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract. ☐ *I will comply with this form*

37	**Disqualification & Debarment Certification**

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

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

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

☐ *I certify to the terms and conditions*

38 **Contract Requirements**

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

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

☐ *I have read and understand this section*

39 **Terms and Conditions Request for Proposals**

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.
A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and

specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

(d) Proposed delivery time must be shown and shall include business days.

(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.

(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.

(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.

(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.

(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata, 5512 Thomas Avenue, Laredo, Texas 78041; email: jezapata@ci.laredo.tx.us . Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III, 5512 Thomas Avenue, Laredo, Texas 78041 ealdape@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. There will be one primary and one secondary vendor for this contract.

Definition of best value criteria as per The Institute for Public Procurement is:

"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from

the next best available Vend... until a Vendor is found that can complete ... requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:
(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled. (4) Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

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

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☐ *I Agree to the Terms and Conditions*

40	**Ordinace 2018-O-175** The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors. *No response*

41	**Contractor's Profile & Qualifications (Required Upload onto to Cit-E-Bid)** **Contractor's Profile & Qualifications (Max 20 Points)** Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work. (This documentation shall be uploaded onto Cit-E-Bid) Number of people employed: _____. Average years of experience of current employees: _____. Total number of certified automotive service excellence (ASE) technicians:_____. Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement? Yes or No. What software or labor rate manual do you use to determine industry standard hours to make repairs? _____ _____ _____ _____ Expected completion in _____ working days per repair. ☐ *Yes*

42	**Technical Specifications (Required upload onto Cit-E-Bid)** Technical Specifications. Documentation can be uploaded on to Cit-E-Bid. (Max Points 20) How will you meet required turnaround time for service repair? Describe how you ensure that diagnostic assessments and repair recommendations are necessary. Do you use OEM or aftermarket parts for repairs? Bidder will provide an "estimated quote" for each repair. All repairs must be duly approved by the Fleet General Manager. Bidder shall state any special equipment in their operation such as a machine shop, specialized diagnostic tools, etc. ☐ *Yes*

43	**The bidder's past relationship with the City of Laredo – Prior Contracts (Required upload onto Cit-E-Bid)** **The bidder's past relationship with the City of Laredo – Prior Contracts (Documentation can be uploaded on to Cit-E-Bid). List of 3 references and any prior contracts. (Max Points 20)** ☐ *Yes*

44	**Required Submittals** Product identification (Mfr.) (Documentation Shall be uploaded onto Cit-E-Bid) Type price schedule (dealer, jobber, etc.) (Documentation Shall be uploaded onto Cit-E-Bid) Price schedule column on which discount is based (i.e. distributor, net, wholesale) (Documentation Shall be uploaded onto Cit-E-Bid) Business hours are from _____A.M. to_____P.M, _____days per week. (Documentation Shall be uploaded onto Cit-E-Bid) Warranty: _____ (Documentation Shall be uploaded onto Cit-E-Bid) ☐ *Yes*

Bid Lines

1 Package Header

Trailer Repairs for small & medium size trailers. (Electrical, suspension, braking system, flooring repairs) Max 40 Points

***Trailer bands vary from Global, Utility, G3, Great Dane, Maxey, P.J. Trailer, and Pace, Parker, S.W. Goose neck ,Top Hat and all other City Of Laredo trailers.

Quantity: 1 UOM: EA Total: $375.00

Package Items

1.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Rate Price: $75.00 Total: $75.00

1.2 Field Labor Rate

Quantity: 1 UOM: Hourly Rate Price: $150.00 Total: $150.00

1.3 Diagnostic Ship Labor Rate

Quantity: 1 UOM: Hourly Rate Price: $75.00 Total: $75.00

1.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Percentage Discount Price: $75.00 Total: $75.00

2 Package Header

Parts Price Schedule

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Quantity: 1 UOM: EA Total: *No response*

Package Items

2.1 Percent of discount offered.

Quantity: 1 UOM: Discount Percentage Total: *No response*

2.2 Repairs will be completed within working days after receipt of order. _____ (working days)

Quantity: 1 UOM: Working Days Price: *No response* Total: *No response*

Response Total: $375.00

Evaluation Form (Example)

Sections	Criteria	Max Points	Weighted %	Points x Weight
I	Contractor's Profile & Qualifications (24.0)	20	50%	10.00
II	Technical Specifications (25.0)	20	60%	12.00
III	The bidder's past relationship with the City of Laredo – Prior Contracts (26.0)	20	80%	16.00
IV	Pricing & Discount (27.0)	40	70%	28.00
			Total Score	66.00

23.0 Required Submittals
The City of Laredo will be utilizing best value evaluation criteria to select the contract vendor (s). You are asked to respond to the following questions and provide concise responses to these questions. Do include boilerplate marketing brochures or informational documents with your responses. **Documentation shall be uploaded on to Cit-E-Bid.**

24.0 Contractor's Profile & Qualifications (Max 20 Points)
Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work. **(This documentation shall be uploaded onto Cit-E-Bid)**

24.1 Number of people employed: 12employees.

24.2 Average years of experience of current employees: 15 years.

24.3 Total number of certified automotive service excellence (ASE) technicians: _____.

24.4 4 Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement? Yes or No.

24.5 What software or labor rate manual do you use to determine industry standard hours to make repairs?

_____

_____

24.6 Expected completion in 5-7 working days per repair.

25.0 Technical Specifications. Documentation can be uploaded on to Cit-E-Bid. (Max Points 20)

25.1 How will you meet required turnaround time for service repair?

Plan ordering of Parts; prioritize repairs, communicate with department concerning repairs and part availability.

25.2 Describe how you ensure that diagnostic assessments and repair recommendations are necessary.

25.3 Do you use OEM or aftermarket parts for repairs?

Both OEM and aFtermarket. Depends on availability and how fast trailer is needed.

25.4 Bidder will provide an "estimated quote" for each repair. All repairs must be duly approved by the Fleet General Manager.

Yes

25.5 Bidder shall state any special equipment in their operation such as a machine shop, specialized diagnostic tools, etc.

Lathes 18"; 16"; and 21". Mill machines 9"x42".

26.0 The bidder's past relationship with the City of Laredo – Prior Contracts (Documentation can be uploaded on to Cit-E-Bid). List of 3 references and any prior contracts. (Max Points 20)

Prior Contracts:

FY23-048 Professional Welding Services Utilities Dept.
FY21-067 Metal Repair + Fabrication Services Fleet Dept.
FY24-101 Automated Side Loader Parts Fleet Dept.
FY22-009 Welding Services Land Fill Dept.
FY22-067 Pump Repairs Utilities Dept.

27.0 **Price Schedule (Max Points 40)**

27.1 Trailer Repairs for small & medium size trailers. (Electrical, suspension, braking system, flooring repairs) *****Trailer bands vary from Global, Utility, G3, Great Dane, Maxey, P.J. Trailer, and Pace, Parker, S.W. Goose neck ,Top Hat and all other City Of Laredo trailers.**

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 75.00	
Field Labor Rate	$ 150.00	
Diagnostic Shop Labor Rate	$ 75.00	
Diagnostic Field Labor Rate	$ 75.00	

27.2 **Parts Price Schedule**
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered — %

Product identification (Mfr.) **(Documentation Shall be uploaded onto Cit-E-Bid)**
Type price schedule (dealer, jobber, etc.)
(Documentation Shall be uploaded onto Cit-E-Bid)
Price schedule column on which discount is based (i.e. distributor, net, wholesale) **(Documentation Shall be uploaded onto Cit-E-Bid)**

27.3 Repairs will be completed within 5-7 working days after receipt of order. (working days)

27.4 Business hours are from 8:00 A.M. to 5:00 P.M. 5 days per week.
(Documentation Shall be uploaded onto Cit-E-Bid)

27.5 Warranty; _____
(Documentation Shall be uploaded onto Cit-E-Bid)

Company Name: Gutierrez Machine & Welding Shop

Owner/President Name: Moises Gutierrez Jr.

Company Address: 201 West Ryan St.

City, State, Zip Code: Laredo Texas 78041

Company Authorized Representative's Signature: [signature]

Company Representative's Name: Moises Gutierrez Jr.

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

31.0 **Bidder Information Questionnaire**

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

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder, and that the contents of this proposal as to prices, terms or conditions of said proposal 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 proposal the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Gutierrez Machine & Welding Shop

Signature of person authorized to sign proposal _____ Date 1-30-25

Print Name of person authorized to sign proposal Moises Gutierrez Jr.

Title: Owner

Business Address: 201 West Ryan St.

City, State, Zip Code: Laredo, Texas 78041

Telephone Number: (956) 726-1688 Fax Number: (956) 791-3897

Contact Person Email Address: moisesjrgms@gmail.com

Federal Tax ID Number: 74-2887996

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship ✓ Other: _____

If other state business status: _____

State how long under its present business name: 1998

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

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

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

Is any litigation pending against the Business? Yes (No.)

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes (No) Disadvantaged Business Enterprise (DBE): Yes (No)

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

This company is not a certified minority business: ☑

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

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

Moises Gutierrez Jr. | [signature] | 1-30-25
Name | Signature | Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

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

Moises Gutierrez Jr.

2 [ ] **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

Name of Officer

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

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

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

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

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

[signature]
Signature of person doing business with the governmental entity

1-30-25
Date

33.0 **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

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

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

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

Subscribed and sworn before me this 30 day of January 20 25.

Notary Public

My commission expires:

12/7/2027

EDY F. GARCIA
My Notary ID # 6806021
Expires December 7, 2027

34.0

City of Laredo
Discretionary Contracts Disclosure

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

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a ___New Submission or ___Correction or ___Update to previous submission.**

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

First	M.I.	Last	Suffix
Maises		Gutierrez	Jr.

***2. Contract Information.**

a) Contract or Project name(s): Small & Large Size Trailer Repair Services
Fleet Department
FY25-034

b) Originating Department(s):

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

Name (Print)	Signature	Name (Print)	Signature
Maises Gutierrez Jr			

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

entity listed in Question 3

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

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

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

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

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

List of subcontractors:

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

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

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

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

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

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

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

individuals.

List of contributors:

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

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

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

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

***Acknowledgements**

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

No Contract with City Officials or Staff during Contract Evaluation
I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

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

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

*Oath

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

Moises Gutierrez Sr.	Moises Gutierrez	Owner
Name (Print)	Signature	Title
Gutierrez Machine + Welding Shop		1-30-25
Company or DBA		Date

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

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

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.** Gutierrez Machinist Welding Shop
201 West Ryan St.
Laredo Texas 78041

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
City of Laredo

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**
FY25-034 Small & Large Size trailer Repair Services - Fleet Department

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☑

6 **AFFIDAVIT**

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

EDY F. GARCIA
My Notary ID # 6806021
Expires December 7, 2027
PRINT NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Moises Gutierrez, this the 30 day of January, 20 25, to certify which, witness my hand and seal of office.

Signature of officer administering oath — Edy F Garcia, Printed name of officer administering oath — Notary Public, Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

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

36.0 **Vendors Instructions:**

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas, 78040 **until 5:00 P.M. on January 30, 2025; and all proposals received will be opened and acknowledged at 1:00 P.M. at the Office of the City Secretary on January 31, 2025.**

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

Proposal: Small & Large Size Trailer Repair Services – Fleet Department
FY25-034

Proposals can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Mario I. Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

City of Laredo

City Council

Meeting Date: 5/4/2026 **Consent Agenda 44.**

SUBJECT
Consideration to renew contract FY24-053 with Cabello Recovery and Auction Services, Laredo, TX in the annual amount of $200,000.00 for towing services for non-police city owned vehicles. The term of this contract shall be for a period of two years beginning the date of its execution. There was no price increase during the last extension period. This is the last extension period for this contract. All services will be secured on an as needed basis. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION
Approved a two-year contract on 5/6/24.

BACKGROUND
This contract establishes pricing an hourly labor rate and storage fees for the towing of non-police city owned vehicles for the Fleet Department. The term of this contract shall be for a period of two (2) year beginning as of the date of its execution. There was no price increase during the last extension period. This contract shall be the responsibility of and administered by the vendor and the Fleet Department.

A bid pricing table is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:	2026.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593-2820-533-2080.
Change Order: Exceeds 25% Y/N:	Yes.

FINANCIAL IMPACT:
The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

City of Laredo
Purchasing Division
RENEWAL NOTICE

April 9, 2026

Mr. Christopher Cabello
Cabello Recovery, Inc.
2601 Guadalupe Street
Laredo, Texas 78043

Re: Non-Police City Owned Vehicles – Fleet Department
Contract FY24-053
Extension I

Dear Mr. Cabello,

This is to inform you that contract FY24-053 which was approved by City Council on May 6, 2024 is up for renewal. This is the last one two-year extension period for this contract. Please advise if you wish to renew this contract.

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) 794-1733.

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Cabello Recovery, Inc.

Request a contract extension: X Not request a contract extension: _____

Authorized Signature: _____

Print Name: Chris Cabello

Date: 4-9-2026

City of Laredo
Purchasing Division
LETTER OF AWARD

May 7, 2024

Mr. Christopher Cabello
Cabello Wrecker Service
2601 Guadalupe Street
Laredo, Texas 78043

Re: Non-Police City Owned Vehicles – Fleet Department
Contract FY24-053
Approved by City Council on May 6, 2024

Dear Mr. Cabello,

This is to inform you that contract FY24-053 was approved by City Council on May 6, 2024. The term of this contract shall be for a period of two years. This contract has one two-year extension period.

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 notarized copy to ealdape@ci.laredo.tx.us

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) 794-1733.

Sincerely,

Enrique Aldape III
Interim Purchasing Agent

Xc: Purchasing File

City of Laredo

City Council

Meeting Date: 5/6/2024 **Consent Agenda 35.**

SUBJECT
Consideration to award contract FY24-053 to the sole bidder Cabello Recovery and Auction Services, Laredo, TX in the annual amount of $200,000.00 for towing services for non-police city owned vehicles. The term of this contract shall be for a period of two years beginning the date of its execution. This contract may be extended one additional two year period, upon mutual agreement of the parties. All services will be secured on an as needed basis. Funding for this contract is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The City of Laredo solicited Request for Proposals through Cit-E-Bid and received one proposal for the Towing Services. The proposal submitted was from Cabello Recovery and Auction Services, Laredo, TX. Fleet Department is recommending that this contract be awarded to the sole bidder Cabello Recovery and Auction Services due to their prior services and fulfillment of all past contract requirements. The term of this contract shall be for a period of two (2) year beginning as of the date of its execution. This contract shall be the responsibility of and administered by the vendor and the Fleet Department.

A bid pricing table is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593-2810-533-2080
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:
The purpose of this contract is to establish prices for the commodities or services needed should the

City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
REQUEST FOR PROPOSALS

TOWING SERVICES – NON-POLICE CITY OWNED VEHICLES
CITY OF LAREDO FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed proposal, subject to the Terms and Conditions of this Request for Proposal and other contract provisions, for awarding of a two-year contract for Towing Services for the Non-Police City Owned Vehicles.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Hand delivered Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on April 4, 2024; and all proposals received will be publicly acknowledges at 10:00 A.M. at the Office of the City Secretary on April 5, 2024.**

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

Proposal: Towing Services – Non-Police City Owned Vehicles – City of Laredo Fleet Department FY24-053

Proposals can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposal and other contract provisions for awarding a two-year Towing Services – Non-Police City Owned Vehicles contract for the City of Laredo Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us or through https://cityoflaredo.ionwave.net/Login.aspx. Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on April 4, 2024, and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on April 5, 2024.**

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

Proposal: Towing Services – Non-Police City Owned Vehicles – City of Laredo Fleet Department FY24-053

Proposals can be downloaded and submitted through Cit-E-Bid:

https://cityoflaredo.ionwave.net/Login.aspx

Hand Delivered:
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 11th DAY OF MARCH 2024.

Jose A. Valdez Jr.
City Secretary

Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered a standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract unless requested by the City. For that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions, and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS. Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand-delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on the Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in the extension of price, the unit price shall govern.

(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

(d) Proposed delivery time must be shown and shall include business days.

(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by the City of Laredo no less than seventy-two hours before the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF HAND-DELIVERED PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed, and include the date and hour of the Proposal opening and the material or services. The proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand-delivered Proposals must be submitted to:
City of Laredo, City Secretary's Office,
City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered.

(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity proposals may be requested by the City.

(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP or as a result of the issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.

(d) If proposals are conditional. The vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.

(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, the vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. The vendor will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or the Questions & Responses section on the Cit-E-Bid system no later than seven (7) days before the scheduled date for opening to: CITY OF LAREDO INTERIM PURCHASING AGENT
Enrique Aldape III,
5512 Thomas Avenue,
Laredo, Texas 78041
ealdape@ci.laredo.tx.us

Any vendor submitting questions shall refer to a specific RFP number, section, page, and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through the Cit-E-Bid system under the Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, the bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days before the time that the City Council formally considers the contract to submit a written protest relating to advertising of proposal notices, deadlines, proposal acknowledgment, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or

ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award.

All protests regarding the proposal solicitation process must be submitted in writing by certified mail to:

CITY OF LAREDO INTERIM PURCHASING AGENT
Enrique Aldape III
5512 Thomas Avenue
Laredo, Texas 78041
ealdape@ci.laredo.tx.us

Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide a written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for the performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be **awarded based on (Best Value)** and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code.

Definition of the lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability are deemed acceptable, and who has offered the most advantageous pricing or cost-benefit, based on the criteria stipulated in the bid documents."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with the Vendor that will include by reference the terms of the RFP and related responses. In the event an agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications unless the Vendor qualifies its proposal by specific limitations. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to the proposal. The place of delivery shall be outlined in the purchase order and/or formal contract agreement when applicable.

The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in the proposal;
(2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or,
(3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog, or part number. All items must show unit prices. If prices are based on discounts from the list, then list prices must appear on the proposal schedule.
All invoices shall be mailed to:
Accounts Payable Office
City Hall, P.O. Box 210,
Laredo, Texas 78042.
(d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us
For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

12.0 INSURANCE REQUIREMENTS

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

(a) Commercial General Liability insurance at a 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 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 a 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 place 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, the 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 before 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. The 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 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, the Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) **Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before awarding the contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits, and/or insurance coverages, required to perform work, throughout this project/contract.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

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

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this proposal for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Proposal Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

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

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: To comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

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

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

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

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of the company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

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

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

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

Request for Proposal
Towing Services-Non-Police City Owned Vehicles
Fleet Department

15.0 Scope of Work

The City of Laredo is soliciting proposals, subject to the Terms and conditions of this invitation for bids and other contract provisions, for awarding a two (2) year contract from experienced, state licensed and qualified towing services companies to provide consent towing services vehicles both operable and non-operable City Owned Vehicles (COV) "As Needed" basis in accordance with the following specifications, requirements and conditions, including the provision of all labor and equipment and materials, and to perform all required work. The selected Bidders will be required, at a minimum to comply with the terms and conditions set forth in this document and to comply with State of Texas and Federal Towing/ Vehicle Transport guidelines as applicable. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

All requests for the towing and /or vehicle transport of COV will be at the request of the Fleet Department representative during 8 am to 5 pm or City Representative after hours or holidays.

15.1 All questions for this bid shall be submitted through Cit-E-Bid no later than, March 28, 2024.

16.0 Definitions

For the purpose of this bid, please consider the following definitions:

16.0.1 Light-duty means the towing o transport of motor vehicles (including motorcycles) with a gross weight rating of 10,000 pounds or less; or not longer than twenty feet or wider that seven feet; and

16.0.2 Hybrid means the towing or transport of motor vehicles that use an alternate power source to move; and

16.0.3 Mediums-duty means the towing or transport of motor vehicles with gross weight rating of more than 10,000 pounds, but less 26,000 pounds; or not longer that forty feet; or not longer that twenty feet but wider that seven feet; and

16.0.4 Heavy-duty means the towing or transport of motor vehicles with a gross weight rating that exceeds 26,000 pounds; or any combination of longer that forty feet regardless of width; and

16.1 Pick-up of COV

16.1.1 Normal pick-up tows must be made within 2 hours after receipt of order.

16.1.2 Expedited pick-up tows require one-hour pick up after receipt of order as identified by City staff.

16.1.3 Due to inclement weather and/or terrain, unit may require winch pull to free vehicle prior to towing.

16.1.4 Refuse trucks may require tow from breakdown location to disposal site to be emptied and an additional tow to repair facility for servicing. This is considered a double tow service. A charge for each destination would be allowed.

16.1.4.1 City Annex
1102 Bob Bullock
Laredo, TX 78043

16.1.4.2 Solid Waste Department
HWY 359
Laredo, TX 78043

16.1.4.3 City of Laredo Airport
5210 Bob Bullock
Laredo, TX 78041

16.1.4.4 City Wide Tow Locations

The pick-up and towing of operable and/or non-operable units may be from the vehicle originating Addresses, from other City facilities, or roadside with in a 50-mile radius of Laredo City Annex.

16.2 Delivery of COV

16.3 Delivery Sites(s);
Operable and non-operable units are to be delivered to specified locations as identified in the Purchase order. Locations may include: vehicle originating address, auction site, salvage yard, or repair facilities located within a 50 mile radius of Laredo City Annex.

16.4 Transport Method

16.4.1 Hybrid COV required flat bed or roll back truck transport.

16.4.2 Light-duty COV (including motorcycles) requires all wheel drive towing with dolly and no tires contacting ground.

16.4.3 All bidders must state vehicles transportation method utilized to develop the bid pricing. Bid price must be inclusive of towing connection and destination fee.

16.4.4 Towing/ Vehicle transport companies must be familiar with the standards and requirements for towing/ transporting the vehicles identifying in the price schedule to include but not limited to:

16.4.5 Hook up and delivery, Drive Line/ Axle Removal (AS Applicable). In the event a drive line damaged, drive axle may be removed.

16.5 Transport
Transporting of City of Laredo Vehicles One Way and Roundtrip.

17.0 Vendors Requirement

17.1 Bidders must include, with their bid packet, proof of insurance as required in the specifications.

17.2 Vendor is responsible for obtaining and maintaining all licenses and safe operation equipment as required by City of Laredo, Texas Department of Public Safety, as well as being licensed by the Texas Department of Licensing and Regulation (TDLR). Vendor must comply with vehicle Towing and Booting Administrative rules of the Texas Department of Licensing and Regulation 16 Texas Administrative Code, Chapter 86.

17.2.1 Bidder must supply a copy of appropriate permit with their bid. The following types of permits are allowable in the State of Texas.

17.2.2 Incident Management (IM) Permit is required for a tow truck used to perform a non-consent tow initiated by a peace officer. IM tow trucks may also perform Private Property and Consent Tows.

17.2.3 Private Property (PP) Permit is required for tow truck used to perform a non-consent tow authorized by a parking facility owner. PP tow trucks may also do Consent Tows.

17.2.4 Consent Tow (CT) Permit is required for a tow truck used to perform a consent tow authorizing by the owner if the vehicle. CT tow trucks may only do Consent Tows.

17.3 Vendor is to insure they have continual operationally ready wreckers, equipment and personnel to adequately service this contract within the required time frame. The sixty (60) minute limit is for tows within City of Laredo. A reasonable time will be established for other tows when the request is made.

17.4 At the Vendor's own expense, the Vendor shall take all precautions necessary per state regulations and/or OSHA regulations to protect persons or property against injury or damages occurring as a result of its operation.

17.5 Vendor shall provide competent supervisors and workmen.

17.6 Vendor will take all necessary precautions to prevent further damage to all items towed. The vendor will be liable for any damage which occurs through negligence or improper handling of the vehicle or item towed.

17.7 In the event the vendor finds it necessary to remove a part from a vehicle to insure proper towing, the vendor will properly secure/store the removed part(s) to prevent against loss of parts and/or dust contamination (i.e. driveshaft, u-joints and related components). Upon delivery of the vehicle, the parts will be given to the respective City personnel for re-installation. The vendor is responsible for any parts lost and/or damaged while removing and/or transporting the vehicle.

17.8 Unless otherwise specified herein, there shall be no assignment, subletting, or transfer of interest by the vendor for any work covered in conjunction with the contract without the written consent of the City of Laredo Purchasing Agent.

17.9 Vendor shall furnish City of Laredo with a telephone number for 24-hour towing/wrecker service. This phone number must be answered by a person who can dispatch a tow truck and give the requesting City personnel an accurate estimated time of arrival (ETA) or schedule towing when immediate service is not being requested.

17.10 If, at any time throughout the contract term, the vendor or its employees observe anything whatsoever suspicious or questionable about a vehicle or its contents, the vendor shall immediately notify the person who organized the tow request.

17.11 The vendor shall be responsible for any vehicle towed to its facility, as well as adequate safekeeping of the vehicle and the vehicle contents, from the time the vehicle is towed until the time that the vendor no longer has custody of the vehicle.

17.12 All vendor personnel shall be of sound reputable character; well-trained and qualified for the jobs they perform. All wrecker operators employed by the vendor shall be duly licensed as required by the State of Texas and shall have such license in their possession at all times when they operate wreckers and other equipment during performance of the work required by this contract.

17.12.1 No trainee or beginning employees may be used without on-site supervision by an experienced and knowledgeable vendor employee.

17.12.2 No person may tow City vehicles if that person has an active criminal arrest warrant.

17.12.3 No person may tow City vehicles if that person has a conviction for any felony, on parole for such felony, or who has been released from custody for such felony within the previous five (5) years.

17.13 No drugs or alcohol shall be carried on or in driver's vehicles or used by its employees while performing work in conjunction with this contract.

17.14 All vendor personnel responding to calls shall wear a shirt jacket, or similar article of clothing which identifies the vendor's name as well as the name of the employee.

17.15 Vendors must have been in the towing business for a minimum of five (5) years.

17.16 Each individual company must meet all of the specifications. Companies will **NOT** be allowed to join together in order to meet the specifications.

18.0 Equipment

18.1 All vendor vehicles used in conjunction with this contract shall be clearly and conspicuously identified, in bold, easy to read lettering, with the vendor's name, telephone number, and assigned vehicle number. Said identification shall be either applied by permanent decals, or painted on each door of the vehicle. City of Laredo prefers that the vendor's vehicles have the same color and paint scheme.

18.2 All wreckers (standard/heavy-duty) must be equipped with two-way telecommunications.

18.3 All light-duty wreckers will have late model damage-free towing attachments, hydraulic extendible boom, at least 3/8" of cable not less than 100' in length, and safety chains.

18.4 All wreckers will have auxiliary taillights to be used on all vehicles when being towed.

18.5 All wreckers will have late model beacon assemblies plus flashers. The beacon assembly will have functional brake lights and turn signals installed on the light bar, visible to the rear of the vehicle being towed.

18.6 All wreckers are required to have clearance lights, reflectors, mud flaps, and large mirrors.

18.7 Company shall maintain at all times the following vehicles and equipment in good working conditions, ready to perform.

18.7.1 Standard and Car Carrier: A minimum of four (4) wreckers, two (2) of which shall be not less than 14,000 pounds gross vehicle weight and two (2) which shall be not less than 10,000 pounds gross vehicle weight, dual rear wheels, equipped with a hydraulic operated winch, winch lines, and a boom rated at not less than 8,000 pound lift capacity and a wheel tilt device rated at not less than 2,500 pounds. A minimum of two (2) tilt bed/roll back dual rear wheel wreckers rated at not less than 14,000 pounds gross vehicle weight.

18.7.2 Tandem Axle Tow Truck: A minimum of two (2) tandem axle (heavy duty) wreckers rated at not less than 54,000 gross vehicle weight (GVWR), equipped with two (2) hydraulic winches and winch lines with a boom rated at not less than 50,000 pounds each and under lift capacity of 50,000 pounds.

19.0 Storage

19.1 At all times during the contract period, the vendor shall maintain sufficient and adequate space for storage of certain pulled vehicles. Said storage facility shall comply with all applicable Federal, State, and Local Laws and Regulations, be licensed, and be readily identifiable by signs which additionally comply with all applicable laws and regulations.

19.2 The Storage facility shall be paved or graveled, fenced for maximum security, and lighted during hours of darkness in order to afford district visibility to all portions of the facility. Security provisions shall be implemented at the facility to prevent the loss of theft of personal property and vehicle parts.

19.3 In some off hour situations, the wrecker company at the direction of the City Representative may store the towed vehicle on their secured storage lot until the vehicle can be delivered to the City of Laredo Storage Facility during the next business day.

20.0 Required Submittals

The City of Laredo will be utilizing best value evaluation criteria to select the contract vendor (s). You are asked to respond to the following questions and provide concise responses to these questions.

- Equipment Information sheet – Attachment D
- Bid Price Schedule – Attachment E
- Qualifications and References – Attachment A, B, C
- Conflict of Interest Questionnaire
- Non-Collusive Affidavit
- Certificate of Interested Parties (Form 1295)
- Discretionary Contracts Disclosure

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. Failure to Complete and Provide Any of These Proposal Requirements May Result in the Respondent's Proposal Being Deemed Non-Responsive and Therefore Disqualified from Consideration.

21.0 Evaluation Criteria

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

21.1 Evaluation Criteria:

21.1.1 Qualifications/ References **(40 Points) Attachment A, B, C**

21.1.1.1 Demonstrated prior experience in providing similar services.

21.1.1.2 Capability to provide responsive service.

21.1.1.3 List of in-state references including the name, address and phone numbers of the persons closely associated with prior services.

21.1.2 Pricing **(40 Points)**: Proposals price for services. **Attachment E**

21.1.3 Services and Equipment **(20 Points) Attachment D**

21.1.3.1 Availability of services and equipment.

21.2 Negotiations may be conducted with responsible Proposer who submits a proposal determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

22.0 Award of Contract

Submission and award of contract shall be based on the "Terms and Conditions of the Request for Proposals" which is attached and make part of these specifications. This contract will be **awarded** to the bidder that provides the ***best value*** to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

The City's obligation for performance of this proposal is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this informal bid becomes null and void.

In determining the ***best value*** for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

The following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

Section	Criteria		Weighted %
I	Qualification and References	**Attachment A, B, C**	40%
II	Pricing	**Attachment E**	40%
III	Services and Equipment	**Attachment D**	20%
		total	100%

Rating of Definitions for 10 point Method

Points	Rating	Definition
0	Unsatisfactory	Does not satisfy criteria in specifications.
1	Very Poor to Unsatisfactory	
2	Very Poor	Meets elements of some criteria minimally.
3	Poor to Very Poor	
4	Poor	Meets some criteria at minimum acceptable level.
5	Average to Poor	
6	Average	Adequately meets most criteria.
7	Good to Average	
8	Good	Exceeds minimum criteria.
9	Very Good	Provides benefits to the entity in addition to all required criteria.
10	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

22.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

23.0 Term of Contract

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for one (1), additional two (2) 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. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one-year period.

24.0 Price Adjustment***

During the period of this contract, prices may be increased and decreased. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to ealdape@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

25.0 Termination of Contract

This contract shall be for an initial period of one year or twelve months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party:

Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

26.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Company Information Questionnaire
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
Certificate of Interested Parties (Form 1295)
Attachment A
Attachment B
Attachment C
Attachment D
Attachment E

27.0 **Bidder Information Questionnaire**

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

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

Name of Offeror (Business) Cabello Recovery & Auction Services

Signature of person authorized to sign bid _____ Date 3/25/2024

Print Name of person authorized to sign bid CHRISTOPHER CABELLO

Title: OWNER

Business Address: 8654 HWY 359

City, State, Zip Code: LAREDO, TX 78043

Telephone Number: 956-723-2552 Fax Number: 956-539-3677

Contact Person Email Address: ccabello@cabellorecovery.net / cabellodispatch@yahoo.com

Federal Tax ID Number: 20-4044199

Bidders Principal/Corporate Place of Business Address: 8654 Hwy 359 Laredo, Tx 78043

Indicated Status of Business:

Corporation X Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 25 YEARS

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

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

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

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

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes No ✓ Disadvantaged Business Enterprise (DBE): Yes No ✓

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

This company is not a certified minority business: ☑

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

28.0 Conflict of Interest Disclosure

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

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

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

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

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

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

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

CHRISTOPHER CABELLO — Name
Signature — Signature
3/25/2024 — Date

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

X

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

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

Cabello Recovery & Auction Services Non Applicable

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

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

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

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

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

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

Signature of person doing business with the governmental entity — Date

29.0 **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

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

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

NOTARY PUBLIC STATE OF TEXAS
Ruby Lee Molina
My Commission Expires
06/04/2025
ID No. 133140616

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

Subscribed and sworn before me this 14th day of March 20 24.

Ruby Lee Molina.
Notary Public

My commission expires:

06/04/2025

30.0 **Discretionary Contracts Disclosure**

City of Laredo
Discretionary Contracts Disclosure

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

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

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

First CHRISTOPHER M.I. Last CABELLO Suffix

***2. Contract Information.**

a) Contract or Project name(s): TOWING SERVICES-NON-POLICE OWNED VEHICLES
CITY OF LAREDO FLEET DEPARTMENT
FY24-053

b) Originating Department(s): CITY OF LAREDO FLEET DEPARTMENT

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

Name (Print)	Signature	Name (Print)	Signature
CHRISTOPHER CABELLO			

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

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

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

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

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

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

☐ List of subcontractors: _____

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

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

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

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

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

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

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

☐ List of contributors: _____

Updates on Contributions Required

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

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

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

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

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

***Acknowledgements**

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

☒ **No Contract with City Officials or Staff during Contract Evaluation**
I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

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

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

***Oath**

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

CHRISTOPHER CABELLO		OWNER
Name (Print)	Signature	Title
Cabello Recovery & Auction Services		3/25/2024
Company or DBA		Date

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

31.0 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

Implementation of House Bill 1295

31.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

31.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1134507

Date Filed:
03/13/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CABELLO RECOVERY & AUCTION SERVICES
LAREDO, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
CITY OF LAREDO

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
FY24-053 TOWING SERVICES
TOWING

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Christopher Cabello, and my date of birth is 7-6-70.

My address is 2915 Robert Frost (street), Laredo (city), TX (state), 78045 (zip code), Webb (country).

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

Executed in _____ County, State of _____, on the _____ day of _____ (month), 20_____ (year).

_____
Signature of authorized agent of contracting business entity
(Declarant)

32.0 Vendors Instructions:

Hand delivered Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on April 4, 2024; and all proposals received will be publicly acknowledges at 10:00 A.M. at the Office of the City Secretary on April 5, 2024.**

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

Bid: Towing Services – Non- Police City Owned Vehicles – Fleet Department
FY24-053

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Attachment A

	DESCRIPTION	CAN YOU MEET OR EXCEED?
1.	Vendor MUST be properly licensed to transport vehicles within the State of Texas and if required, be registered with the Texas Department of Licensing and Regulations (TDLR).	Yes X No _____
2.	All drivers MUST be a licensed driver in the State of Texas and must meet all requirements that might be required by vendor's insurance company, Texas Department of Public Safety and/or TDLR.	Yes X No _____
3.	Vendor may use drivers, transport trucks, tow trucks or trailers to transport vehicles. Whichever means is used vendor shall be responsible for complying with all Federal, State and Local Laws. Rules and Regulations.	Yes X No _____
4.	Vendor shall take all necessary precautions to prevent damage to any City of Laredo vehicles being transported, regardless of method used to transport.	Yes X No _____
5.	Vendor shall be responsible for all damages to City of Laredo vehicles while in their possession.	Yes X No _____
6.	If drivers are used they SHALL follow and obey all posted traffic signs, warnings and speed limits. City of Laredo vehicles MUST be driven in a safe and professional manner.	Yes X No _____
7.	City of Laredo has two (2) pick-up locations:	
	a. Pick-Up Location: City of Laredo Annex Fleet Dept. 1102 Bob Bullock Loop Laredo, TX 78043 Hours of Operation: 8:00 a.m. to 5:00 p.m. Monday through Friday	Yes X No _____
	b. City of Laredo Airport Property.	Yes X No _____

c. Delivery Location to be determined to Auction site. Yes X No_____

8. City of Laredo conducts vehicle auctions once or twice each year. Transport of these vehicles is from Item 7 a & b to 7c. Quantities will vary. All vehicles will need to be transported in a one (2) to two (5) day window for each auction. Auctions may be cancelled or others added. A typical auction will have 50 to 100 vehicles. Vendor may choose the most effective method to transport vehicles; however, the price quoted MUST remain the same regardless of method used. Yes X No_____

Attachment B

List any exceptions to these specifications where "NO" was answered or where you the vendor are unable to comply with the specification as written. Failure on the part of the Bidder to comply with any and all requirements or conditions will be grounds for rejection of the Bidder's bid. No exceptions to or deviations from the specifications contained in this RFP will be considered unless each exception or deviation is specifically stated as part of the bid. Any exception MUST be specifically stated by Bidder as an exception and a detailed statement completely defining exception or exceptions MUST accompany bid.

NON APPLICABLE

Attachment C

Experience, Background, Qualifications, to be submitted with Respondent's Proposal

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope and identify associated results or impacts of the project/work performed.

2. Describe Respondent's specific experience with public entities clients, especially midsized municipalities.

3. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

4. Please describe how your firm will handle new knowledge and support issues as they arise - both known and unforeseen.

References

Provide three (3) municipality references, that Respondent has provided similar services to within the past three years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name: LAREDO POLICE DEPT

Contact Name: OFFICER RAUL D MEDINA

Address: 4700 MAHER City: LAREDO State: TX Zip 78043

Telephone No. 956-795-2800

Email: rmedina1@ci.laredo.tx.us Date and Type of Service(s) Provided: 6 YRS/ ORDINANCE/TOW

Reference No. 2:

Firm/Company Name: WEBB COUNTY SHERIFF DEPARTMENT

Contact Name: SERGEANT POLO MEDELLIN

Address: 902 VICTORIA City: LAREDO State: TX Zip 78040

Telephone No. 956-523-4518

Email: pmedellin@webbcountytx.gov Date and Type of Service(s) Provided: 3YRS/ TOWING

Reference No. 3:

CITY OF LAREDO
PURCHASING DIVISION

Firm/Company Name: LAREDO INDEPENDENT SCHOOL DISTRICT

Contact Name: JOSE GAMEZ

Address: 2100 SANTA ISABEL City: LAREDO State: TX Zip 78043

Telephone No. 956-220-2654

Email: jgamez@laredoisd.org Date and Type of Service(s) Provided: 16 YRS AUCTION/TOW

Attachment D

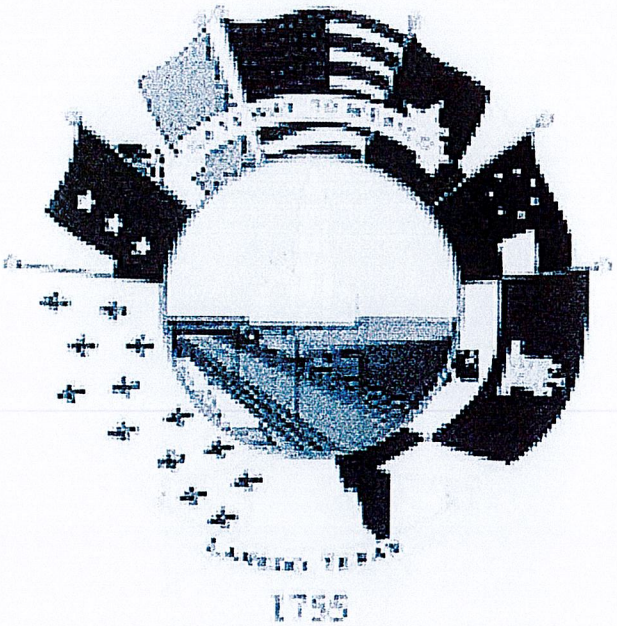
EQUIPMENT INFORMAITON SHEET

Equipment List: List all vehicles that will be used during for towing City of Laredo vehicles.

Make	Model	Year	GVW/R	Type: Wrecker, HD Wrecker, Tilt Bed Wrecker, Trailer
FORD	F-450	2016	16,500	WRECKER
DODGE	5500	2017	17,000	WRECKER
FORD	F-550	2020	19,100	WRECKER
FREIGHTLINER	FLATBED	1995	60,000	WRECKER
KENWORTH	T-800	2013	35,900	HEAVY DUTY
FORD	F-450	2022	16,500	WRECKER
KENWORTH	TRACTOR	2017	26,600	TRACTOR
FORD	F-650	2019	16,900	WRECKER

Bid Price Schedule **Attachment E**

Item	Description	Qty	Unit Price	Ext. Price
1	All City-owned light-duty vehicles towed within City of Laredo. Fees shall include the first thirty (30) minutes of labor and/or waiting time, winching, ditch pulls, dolly tows, jump starts, tire change/inflation, delivery to City Storage Lot(s). Price per Tow.	1	$60.00	$60.00
2	Additional mileage outside of the City of Laredo (per loaded mile).	1	$3.75 per mile	$3.75 per mile
3	All City-owned Medium and heavy-duty vehicles towed within the City of Laredo. Fees shall include the first thirty (30) minutes of labor and/or waiting time, winching, ditch pulls, dolly tows, jump starts, tire change/inflation, delivery to City Storage Lot(s). Price per Tow.	1	MEDIUM $125 HEAVY $325	MEDIUM $125 HEAVY $325
4	Additional mileage outside of the City of Laredo (per loaded mile).	1	$3.75 per mile	$3.75 per mile
5	Hourly rate for labor and/or waiting time AFTER first thirty (30) minutes upon arrival for light-duty vehicles.	1 HR	$30.00	$30.00
6	Hourly rate for labor and/or waiting time AFTER first thirty (30) minutes upon arrival for heavy-duty vehicles.	1 HR	$30.00	$30.00
7	City owned light-duty vehicles storage fees per day, per vehicle.	1	N/C	N/C
8	City owned heavy-duty vehicles storage fees per day, per vehicle.	1	N/C	N/C
9	One Way Transport of City of Laredo vehicles from City of Laredo to designated site Re: Auction lot	1	LIGHT $50 MEDIUM $75 HD $180	LIGHT $50 MEDIUM $75 HD $180
10	Round Trip Transport of City of Laredo vehicles from City of Laredo to designated site Re: Auction lot	1	LIGHT $50 MEDIUM $75 HD $180	LIGHT $50 MEDIUM $75 HD $180
			Total	



FY24-053 - RFP - Towing Services

Non- Police City owned Vehicles - Fleet Department

Issue Date: 3/11/2024
Questions Deadline: 3/28/2024 02:00 PM (CT)
Response Deadline: 4/4/2024 05:00 PM (CT)

City of Laredo Purchasing

Contact Information

Contact: Ron Miller
Address: Fleet Department
1102 Bob Bullock Loop
Laredo, TX 78043
Phone: (956) 727-6450 x1455
Email: rmiller@ci.laredo.tx.us

Event Information

Number:	FY24-053 - RFP - Towing Services
Title:	Non- Police City owned Vehicles - Fleet Department
Type:	Request For Proposal
Issue Date:	3/11/2024
Question Deadline:	3/28/2024 02:00 PM (CT)
Response Deadline:	4/4/2024 05:00 PM (CT)
Notes:	Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered. The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Ship To Information

Contact: Jose A. Valdez, Jr.
Address: City Secretary
City Hall
3rd floor
1110 Houston St
3rd floor
Laredo, TX 78043
Phone: (956) 791-7312

Billing Information

Contact: Jorge Jolly
Address: Accounts Payable
City Hall
2nd
PO Box 210
Laredo, TX 78042
Phone: (956) 791-7326
Email: jjolly@ci.laredo.tx.us

Bid Attachments

CIQ_Form.pdf
Conflict of Interest Form

Form_1295-_Certificate_of_Interested_Parties.pdf
Certificate of Interested Parties

Non-Collusive_Affidavit_Form.pdf
Non-Collusive Affidavit Form

Attachment A.pdf
Attachment A

Attachment B.pdf
Attachment B

Attachment C.pdf
Attachment C

Attachment D.pdf
Attachment D

Attachment E.pdf

Attachment E

FY24-053 Towing Services-Non Police City Owned Vehicles.pdf

FY24-053 Towing Services - Non - Police City Owned Vehicles

FY21-039 - RFP - TOWING SERVICES

CITY OF LAREDO FLEET DEPARTMENT

Bid Attributes

1	**Award by Best Value** Proposal will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code ☒ I agree *(Required: Check if applicable)*
2	**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	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** CABELLO RECOVERY & AUCTION SERVICES CHRISTOPHER CABELLO 956-723-2552 *(Required: Maximum 1000 characters allowed)*
4	**State how long under has the business been in its present business name** 25 YEARS *(Required: Maximum 1000 characters allowed)*
5	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A *(Required: Maximum 4000 characters allowed)*
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.

7	**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 *(Required: Maximum 4000 characters allowed)*
8	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? NO *(Required: Maximum 4000 characters allowed)*
9	**State if the Company is a certified minority business enterprise** ☐ Historically Underutilized Business (HUB) ☐ Small Disadvantaged Business Enterprise (SCBC) ☐ Disadvantaged Business Enterprise (DBE) ☐ Other ☒ This company is not a certified minority business *(Required: Check only one)*

10 **Conflict of Interest Disclosure**

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

11 **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.

12 **Conflict of Interest Questionnaire**

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

☒ Yes ☐ No

(Required: Check only one)

13 **Disclosure Form**

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

14 **This is a**

☒ New Submission ☐ Correction ☐ Update to previous submission

(Required: Check only one)

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

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

CHRISTOPHER CABELLO

(Required: Maximum 1000 characters allowed)

16 **Question 2. Contract Information**

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

FY24-053 - RFP - TOWING SERVICES NON-POLICE CITY OWNED VEHICLES
CITY OF LAREDO FLEET DEPARTMENT

(Required: Maximum 4000 characters allowed)

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

Cabello Recovery & Auction Services

(Required: Maximum 4000 characters allowed)

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

☒ Not Applicable ☐ It applies to my business

(Required: Check only one)

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

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

N/A

(Optional: Maximum 4000 characters allowed)

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

☒ Not Applicable ☐ It applies to my business

(Required: Check only one)

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

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

N/A

(Optional: Maximum 4000 characters allowed)

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

☒ Not Applicable ☐ It applies to my business

(Required: Check only one)

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

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

N/A

(Optional: Maximum 4000 characters allowed)

24 **Question 7. Disclosure of political contributions**

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

☒ Not Applicable ☐ It applies to my business

(Required: Check only one)

25 **Question 7. Disclosure of political contributions**

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

N/A

(Optional: Maximum 4000 characters allowed)

26	**Updates on contributions required** Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
27	**Question 8. Disclosure of Conflict of Interest** Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? ☐ I am aware of conflict of interest ☒ I am not aware of any conflict of interest *(Required: Check only one)*
28	**8. Disclosure of Conflict of Interest** If you selected I am aware of conflict of interest is question 8, please list them in this section. N/A *(Optional: Maximum 4000 characters allowed)*
29	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☒ I have read and understand this section *(Required: Check if applicable)*
30	**Question 10. No Contact with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☒ I have read and understand this section *(Required: Check if applicable)*
31	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☒ I have acknowledge that I have been advised *(Required: Check if applicable)*

32	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date CHRISTOPHER CABELLO, OWNER CABELLO RECOVERY & AUCTION SERVICES *(Required: Maximum 4000 characters allowed)*
33	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☒ I swear or affirm information is correct *(Required: Check if applicable)*
34	**Terms and Conditions Request for Proposals** **TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS** These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents. **GENERAL CONDITIONS** Vendors are required to submit Proposals upon the following expressed conditions: (a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation. (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. **1.0 PREPARATION OF PROPOSALS** Proposals will be prepared in accordance with the following: (a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. (c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum. (d) Proposed delivery time must be shown and shall include business days. (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request. **2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS** It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening.

Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.

(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.

(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.

(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.

(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Avenue, Laredo, Texas 78041ealdape@ci.laredo.tx.us . Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III, 5512 Thomas Avenue, Laredo, Texas 78041 ealdape@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through

the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.

Definition of best value criteria as per The Institute for Public Procurement is:

"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled. (4) Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

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

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☒ I Agree to the Terms and Conditions
(Required: Check if applicable)

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

36	**Disqualification & Debarment Certification**

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

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

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

☒ I certify to the terms and conditions
(Required: Check if applicable)

37 **Contract Requirements**

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

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

☒ I have read and understand this section
(Required: Check if applicable)

38	**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. ☒ I have read and understand this section *(Required: Check if applicable)*
39	**Ordinace 2018-O-175** The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors. *(Optional: Maximum 1000 characters allowed)*
40	**Qualifications & References** **Qualifications and References Attachments A,B,C** ********Documentation shall be uploaded onto Cit-E-Bid************ ☒ Yes *(Required: Check if applicable)*
41	**Services & Equipment** **Services & Equipment Attachments D** ********Documentation shall be uploaded onto Cit-E-Bid************ ☒ Yes *(Required: Check if applicable)*

Bid Lines

1	**Package Header** The City of Laredo invites interested parties to submit proposals subject to the terms and conditions and other contract provisions, for awarding a contract for Towing Services for the Non-Police City Owned Vehicles. **Requires Submittal Forms:** The City of Laredo will be utilizing best value evaluation criteria to select the contract vendor(s). You are asked to respond to the following questions and provide concise responses to these questions. Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. Failure to Complete and Provide Any of These Proposal Requirements May Result in the Respondent's Proposal Being Deemed Non-Responsive and Therefore Disqualified from Consideration. **Evaluation Criteria:** The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If

the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

Evaluation criteria:

Qualifications/ References **(40 Points) - Attachment A, B, C**

- Demonstrated prior experience in providing similar services
- Capability to provide responsive service.
- List of in-state references including the name, address and phone numbers of the persons closely associated with prior services

Pricing **(40 Points) - Attachment E**:

- Proposals price for services.

Services and Equipment **(20 Points) - Attachment D**

- Availability of services and equipment

Negotiations may be conducted with responsible Proposer who submits a proposal determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

Award of Contract
Submission and award of contract shall be based on the "Terms and Conditions of the Request for Proposals" which is attached and make part of these specifications. This contract will be awarded to the bidder that provides the ***best value*** to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
The City's obligation for performance of this proposal is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this informal bid becomes null and void.

In determining the ***best value*** for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

The following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

Qualifications/ References **(40%)**
Pricing **(40%)**
Services and Equipment **(20%)**
Total **(100%)**

Term of Contract:
The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for one (1), additional two (2) 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. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

Price Adjustment:

During the period of this contract, prices may be increased and decreased. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to ealdape@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

Total: $

Item Notes:

Supplier Notes: N/A

☐ Additional notes *(Attach separate sheet)*

Package Attributes

1. Transporting of City of Laredo Vehicles One Way and Roundtrip

Vendor MUST be properly licensed to transport vehicles within the State of Texas and if required, be registered with the Texas Department of Licensing and Regulations (TDLR).

Can you meet or exceed?

☒ Yes ☐ No

(Required: Check only one)

2. Transporting of City of Laredo Vehicles One Way and Roundtrip

All drivers MUST be a licensed driver in the State of Texas and must meet all requirements that might be required by vendor's insurance company, Texas Department of Public Safety and/or TDLR.

Can you meet or exceed?

☒ Yes ☐ No

(Required: Check only one)

3. Transporting of City of Laredo Vehicles One Way and Roundtrip

Vendor may use drivers, transport trucks, tow trucks or trailers to transport vehicles. Whichever means is used vendor shall be responsible for complying with all Federal, State and Local Laws. Rules and Regulations.

Can you meet or exceed?

☒ Yes ☐ No

(Required: Check only one)

4. Transporting of City of Laredo Vehicles One Way and Roundtrip

Vendor shall take all necessary precautions to prevent damage to any City of Laredo vehicles being transported, regardless of method used to transport.

Can you meet or exceed?

☒ Yes ☐ No

(Required: Check only one)

5. Transporting of City of Laredo Vehicles One Way and Roundtrip

Vendor shall be responsible for all damages to City of Laredo vehicles while in their possession.

Can you meet or exceed?

☒ Yes ☐ No

(Required: Check only one)

6. Transporting of City of Laredo Vehicles One Way and Roundtrip

If drivers are used they SHALL follow and obey all posted traffic signs, warnings and speed limits. City of Laredo vehicles MUST be driven in a safe and professional manner.

Can you meet or exceed?

☒ Yes ☐ No

(Required: Check only one)

7. Transporting of City of Laredo Vehicles One Way and Roundtrip

City of Laredo has two (2) pick-up locations:

a. Pick-Up Location
City of Laredo Annex Fleet Dept.
1102 Bob Bullock Loop
Laredo, TX 78043
Hours of Operation: 8:00 a.m. to 5:00 p.m. Monday through Friday

b. City of Laredo Airport Property

c. Delivery Location to be determined to Auction site

Can you meet or exceed?

☒ Yes ☐ No

(Required: Check only one)

8. Transporting of City of Laredo Vehicles One Way and Roundtrip

City of Laredo conducts vehicle auctions once or twice each year. Transport of these vehicles is from Item 7 a & b to 7c. Quantities will vary. All vehicles will need to be transported in a one (2) to two (5) day window for each auction. Auctions may be cancelled or others added. A typical auction will have 50 to 100 vehicles. Vendor may choose the most effective method to transport vehicles; however, the price quoted MUST remain the same regardless of method used.

Can you meet or exceed?

☒ Yes ☐ No

(Required: Check only one)

9. List any exceptions

List any exceptions to these specifications where "NO" was answered or where you the vendor are unable to comply with the specification as written. Failure on the part of the Bidder to comply with any and all requirements or conditions will be grounds for rejection of the Bidder's bid. No exceptions to or deviations from the specifications contained in this RFP will be considered unless each exception or deviation is specifically stated as part of the bid. Any exception MUST be specifically stated by Bidder as an exception and a detailed statement completely defining exception or exceptions MUST accompany bid.

N/A

(Optional: Maximum 4000 characters allowed)

10. Experience, Background, Qualifications

Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope and identify associated results or impacts of the project/work performed.

I HAVE BEEN IN THE TOWING BUSINESS FOR OVER TWENTY YEARS. I DO TOWING SERVICES FOR DEA, LPD, BORDER PATROL, SHERIFF DEPT, CUSTOMS. MY EXPERIENCE IS EXTENSIVE

(Required: Maximum 4000 characters allowed)

11. Experience, Background, Qualifications

Describe Respondent's specific experience with public entities clients, especially midsized municipalities.

AS MENTIONED ABOVE I WORK WITH MANY MUNICIPALITIES, AS WELL AS, PRIVATE INDIVIDUALS

(Required: Maximum 4000 characters allowed)

12. Experience, Background, Qualifications

Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

MY COMPANY HAS WORKED VERY CLOSELY WITH THE CITY OF LAREDO FOR OVER 20 YEARS MY EXPERIENCE IN THE TOWING DEPARTMENT ALLOWS ME THE OPPORTUNITY TO PROVIDE SERVICES NEEDED IN A TIMELY AND EFFICIENT MANNER.

(Required: Maximum 4000 characters allowed)

13. Experience, Background, Qualifications

Please describe how your firm will handle new knowledge and support issues as they arise - both known and unforeseen.

OPEN LINES OF COMMUNICATION BETWEEN CITY REPRESENTATIVES AND MY COMPANY

(Required: Maximum 4000 characters allowed)

14. References #1

Respondent has provided similar services to within the past three years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Firm/Company Name: LAREDO POLICE DEPT

Contact Name: OFFICER R D MEDINA

Address, City, State, Zip code LAREDO, TX 78043

Telephone 956-795-2800

Email rmedina1@ci.laredo.tx.us

Date and Type of Service(s) Provided

7 years ORDINANCE/TOWING

(Required: Maximum 1000 characters allowed)

15. References #2

Respondent has provided similar services to within the past three years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Firm/Company Name: WEBB COUNTY SHERIFF DEPT

Contact Name: SERGEANT POLO MEDELLIN

Address, City, State, Zip code LAREDO, TX 78040

Telephone 956-523-4518

Email pmedellin@webbcountytx.gov

Date and Type of Service(s) Provided

4 yrs TOWING SERVICES

(Required: Maximum 1000 characters allowed)

Package Items

1.1 Pricing Attachment E (40 Points)

All City-owned light-duty vehicles towed within City of Laredo. Fees shall include the first thirty (30) minutes of labor and/or waiting time, winching, ditch pulls, dolly tows, jump starts, tire change/inflation, delivery to City Storage Lot(s).

Price per Tow.
(Response required)

Quantity: 1 UOM: EA Price: $60.00 Total: $60.00

Supplier Notes: ☐ Additional notes *(Attach separate sheet)*

1.2 Additional mileage outside of the City of Laredo (per loaded mile).
(Response required)

Quantity: 1 UOM: EA Price: $3.75 Total: $3.75

Supplier Notes: ☐ Additional notes *(Attach separate sheet)*

1.3 All City-owned Medium and heavy-duty vehicles towed within the City of Laredo. Fees shall include the first thirty (30) minutes of labor and/or waiting time, winching, ditch pulls, dolly tows, jump starts, tire change/inflation, delivery to City Storage Lot(s).

Price per Tow.
(Response required)

Quantity: 1 UOM: EA Price: $125.00/$325.00 Total: $125.00/$325.00

Supplier Notes: ☐ Additional notes *(Attach separate sheet)*

1.4 Additional mileage outside of the City of Laredo (per loaded mile).
(Response required)

Quantity: 1 UOM: EA Price: $3.75 Total: $3.75

Supplier Notes: ☐ Additional notes *(Attach separate sheet)*

1.5 Hourly rate for labor and/or waiting time AFTER first thirty (30) minutes upon arrival for light-duty vehicles.
(Response required)

Quantity: 1 UOM: EA Price: $30.00 Total: $30.00

Supplier Notes: ☐ Additional notes *(Attach separate sheet)*

1.6 Hourly rate for labor and/or waiting time AFTER first thirty (30) minutes upon arrival for heavy-duty vehicles.
(Response required)

Quantity: 1 UOM: EA Price: $30.00 Total: $30.00

Supplier Notes: ☐ Additional notes *(Attach separate sheet)*

1.7 City owned light-duty vehicles storage fees per day, per vehicle.
(Response required)

Quantity: 1 UOM: EA Price: $0.00 Total: $0.00

Supplier Notes:

☐ Additional notes *(Attach separate sheet)*

1.8 City owned heavy-duty vehicles storage fees per day, per vehicle.
(Response required)

Quantity: 1 UOM: EA Price: $0.00 Total: $0.00

Supplier Notes:

☐ Additional notes *(Attach separate sheet)*

1.9 One Way Transport of City of Laredo vehicles from City of Laredo to designated site Re: Auction lot
(Response required)

Quantity: 1 UOM: EA Price: $50.00/$75/$180 Total: $50.00/$75/$180

Supplier Notes: LIGHT DUTY $50 / MEDIUM $755 / HD $180

☐ Additional notes *(Attach separate sheet)*

1.10 Round Trip Transport of City of Laredo vehicles from City of Laredo to designated site Re: Auction lot
(Response required)

Quantity: 1 UOM: EA Price: $50.00/$75/$180 Total: $50.00/$75/$180

Supplier Notes:

LIGHT DUTY $50 / MEDIUM $75 / HD $180

☐ Additional notes *(Attach separate sheet)*

Supplier Information

Company Name: CABELLO RECOVERY & AUCTION SERVICES

Contact Name: CHRISTOPHER CABELLO

Address: 8654 Hwy 359 Laredo, Tx 78043

Phone: 956-723-2552

Fax: 956-539-3677

Email: ccabello@cabellorecovery.net

Supplier Notes

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

CHRISTOPHER CABELLO
Print Name

Signature

FY24-053
Cabello Recovery & Auction Services
Towing Services - Non-Police City Owned Vehicles

	SERVICE	UNIT COST
1.1	All City-owned light-duty vehicles towed within City of Laredo. Fees shall include the first thirty (30) minutes of labor and/or waiting time, winching, ditch pulls, dolly tows, jump starts, tire change/inflation, delivery to City Storage Lot(s). Price per Tow.	$60.00
1.2	Addiitional mileage outside of the City of Lared (per loaded mile).	3.75 per mile
1.3	All City-owned Medium and heavy-duty vehicles towed within City of Laredo. Fees shall include the first thirty (30) minutes of labor and/or waiting time, winching, ditch pulls, dolly tows, jump starts, tire change/inflation, delivery to City Storage Lot(s). Price per Tow.	Medium $125.00/ Heavy $325.00
1.4	Addiitional mileage outside of the City of Lared (per loaded mile).	3.75 per mile
1.5	Hourly rate labor and/or waiting time AFTER first thirty (30) minutes upon arrival for light -duty vehicles.	$30.00
1.6	Hourly rate labor and/or waiting time AFTER first thirty (30) minutes upon arrival for heavy -duty vehicles.	$30.00
1.7	City owned light-duty vehicles storage fees per day, per vehicle.	$0.00
1.8	City owned heavy-duty vehicles storage fees per day, per vehicle.	$0.00
1.9	One Way Transport of City of laredo vehicles from City of Laredo to designated site RE: Auction lot	Light $50.00/Medium $75.00/HD $180.00
1.10	Round Trip Transport of City of Laredo vehicles from City of Laredo to designated site Re: Auction lot	Light $50.00/Medium $75.00/ HD $180.00

City of Laredo

City Council

Meeting Date: 5/4/2026 **Resolution 45.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept and enter into a continuation contract from the Department of State Health Services (DSHS) for the Public Health Emergency Preparedness (PHEP) Grant Program for total award amount of $341,737.00, with an in-kind match of $34,174.00 for the City of Laredo Public Health Department, for the term period from July 01, 2026 through June 30, 2027. Funding is available in the Laredo Public Health Department Fund - PHEP Grant.

PREVIOUS COUNCIL ACTION
On October 06, 2025, Council approved Resolution 2025-R-250.

BACKGROUND
The Texas Department of State Health Services continues to contract with the City of Laredo to provide public health services to residents of Laredo and Webb County through the City of Laredo Public Health Department. Texas Department of State Health Services will continue to partner with the Public Health Department to provide enhanced local public health infrastructures to address critical public health threats, disease control and prevention, public health emergency preparedness and response to all hazards threats, public health emergencies, and disasters through surveillance, detection, disease investigation, epidemiology, training, conducting simulations and providing laboratory support for testing and confirmation through the bio-safety laboratory level III in Laredo and surrounding counties.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):

- **Goal 2:** Reduce exposure to environmental risk factors.
- **Policy 2.5:** Reduce infectious and communicable diseases and infection.
- **Goal 3:** Prepare for emergencies.
- **Policy 3.1:** Develop a comprehensive emergency management plan that addresses preparedness, response, recovery, and mitigation.

Summary of alignment: The continuation of the Public Health Emergency Preparedness (PHEP) Grant aligns strongly with the Viva Laredo Comprehensive Plan's health priorities. The program enables the Laredo Public Health Department to prepare for and respond to public health threats and emergencies. It aligns with the plan goals by ensuring coordination between agencies, strengthening local infrastructure, and investing in emergency preparedness systems.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION
Staff recommends that Council approves the Resolution.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	PHEP Grant
Account #:	226-0000-323-4089
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in Revenue account 226-0000-323-4089 with expenditure division 226-6010 and project number HEBT19.

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

TEXAS Health and Human Services

Texas Department of State Health Services

Jennifer A. Shuford, M.D., M.P.H.
Commissioner

Joseph Neeb
City Manager
City of Laredo Health Department
2600 Cedar Avenue
Laredo, Texas 78040

Subject: Public Health Emergency Preparedness Contract
DSHS Contract Number: HHS001439500018
Contract Amendment No.: 5
Contract Amount: $1,127,733.00
Contract Term: July 1, 2024, through June 30, 2027

Dear Mr. Neeb:

Enclosed is the Public Health Emergency Preparedness grant agreement renewal Amendment No. 5 between the Department of State Health Services and City of Laredo Health Department ("Grantee").

The purpose of this amendment is to renew the contract for FY2027, to perform activities in support of the Public Health Emergency Preparedness ("PHEP") Cooperative Agreement from the Centers for Disease Control and Prevention ("CDC") in support of public health emergency preparedness.

Please let me know if you have any questions or need additional information.

Sincerely,

Jennifer Silva, CTCM
Contract Manager
512-776-6567
Jennifer.Silva@dshs.texas.gov

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001439500018
AMENDMENT NO. 5

The **DEPARTMENT OF STATE HEALTH SERVICES** ("System Agency" or "DSHS") and **CITY OF LAREDO HEALTH DEPARTMENT** ("Grantee"), who are collectively referred to as the "Parties" to that certain Public Health Emergency Preparedness ("PHEP") grant agreement, effective July 1, 2024, and denominated DSHS Contract No. HHS001439500018 ("Contract"), as amended, now desire to further amend the Contract.

WHEREAS, the Parties desire to extend the term of the Contract to exercise the second of four (4) available one-year extension options under the Contract;

WHEREAS, the Parties desire to add funds to the Contract associated with the FY2027 extension period; and

WHEREAS, the Parties desire to revise certain terms for compliance with applicable law and DSHS policy;

NOW, THEREFORE, the Parties hereby amend the Contract as follows:

1. **SECTION III** of the Contract, **DURATION**, is amended to reflect a revised termination date of **June 30, 2027.**

2. **SECTION V** of the Contract**, BUDGET**, is amended to increase funding for FY2027 in the amount of $375,911.00. The total amount of this Grant Agreement will not exceed **$1,127,733.00**. This includes the System Agency share of $1,025,211.00 and Grantee's required match amount of $102,522.00.

   The total not-to-exceed amount includes the following:

   Total Federal Funds: $1,025,211.00
   Total State Funds: $0.00

   Funds will be allocated for each Project Fiscal Year ("FY"), which means the period beginning July 1 and ending June 30 each year, under this Grant Agreement. All expenditures under the Grant Agreement must be within the identified FY, and in accordance with **ATTACHMENT B.4, REVISED BUDGET.**

3. **SECTION VI** of the Contract, **NOTICE TO PROCEED,** is hereby deleted in its entirety and replaced with the following:

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

Funding for this Grant Agreement is available each FY, which is the period of July 1, through June 30, for the contract term in Section III, Duration, and is dependent on the award of the applicable federal grant. No work may begin, and no charges may be incurred until DSHS issues a written Notice to Proceed ("NTP") to Grantee for each FY. Although the NTP may issue a budget amount less than the total not to exceed amount of the Grant Agreement, the NTP must not effectuate a total budget of the Grant Agreement that results in a total not to exceed Grant Agreement amount that exceeds the amount specified in **Section V, Budget,** of the Grant Agreement. Such changes to total not to exceed amount specified in the Grant Agreement must be effectuated by amendment. Any expenditures made beyond the dollar amounts specified in the NTP(s) will be at Grantee's sole risk. Notwithstanding the preceding, at DSHS's discretion, Grantee may be eligible to receive reimbursement for eligible expenses incurred during the period of performance as defined by 2 CFR § 200.309.

4. **SECTION VII** of the Contract, **REPORTING REQUIREMENTS,** is hereby supplemented with the addition of the following:

Grantee shall submit the reports for FY2027, as identified in the table below, and as outlined in **ATTACHMENT A.5, FY2027 STATEMENT OF WORK**, by the due dates and submission methods specified therein. DSHS may add contractual requirements and revise reporting due dates throughout the term of this Grant Agreement to comply with modifications made to the federal grant award.

Report	**Frequency**	**Project FY2027 Due Date(s)**	**DSHS Email or System to Submit Report**
Financial Status Report - Biannual (See **SECTION I(U)(10)** of **ATTACHMENT A.5, FY 2027 STATEMENT OF WORK**)	FSRs are due biannually. The first FSR is due on the last day of the month following the first FSR period. The second FSR is due on the last day of the month, thirty (30) calendar days after the Contract end date and following the second FSR period.	January 31, 2027 July 30, 2027	invoices@dshs.texas.gov; fsrgrants@dshs.texas.gov; copy to the System Agency representative identified in **SECTION VIII, CONTRACT REPRESENTATIVES**, of the Grant Agreement
Invoices/Requests for Reimbursement **(See SECTION III(A) of ATTACHMENT A.5, FY2027 STATEMENT OF WORK)**	The last business day of the month following the month in which expenses were incurred AND thirty (30) calendar days following the expiration date of the Grant Agreement.	August 31, 2026 September 30, 2026 October 30, 2026 November 30, 2026 December 31, 2026 January 29, 2027 February 26, 2027 March 31, 2027 April 30, 2027 May 31, 2027 June 30, 2027 July 30, 2027	invoices@dshs.texas.gov; CMSinvoices@dshs.texas.gov; copy to the System Agency representative identified in **SECTION VIII, CONTRACT REPRESENTATIVES**, of the Grant Agreement
Property Inventory Report (Form GC-11)	Once per FY	October 15, 2026	FSOequip@dshs.texas.gov; copy to the System Agency representative identified in

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

(See SECTION I(T)(3) of ATTACHMENT A.5, FY2027 STATEMENT OF WORK)			**SECTION VIII, CONTRACT REPRESENTATIVES**, of the Grant Agreement
Initial Work Plan **(See SECTION I(U)(1) of ATTACHMENT A.5, FY2027 STATEMENT OF WORK)**	Once per FY	July 31, 2026	Qualtrics System
Jurisdictional Risk Assessment (JRA) **(See SECTION I(U)(2) of ATTACHMENT A.5, FY2027 STATEMENT OF WORK)**	Once per FY	June 15, 2027	Qualtrics System
Capacity Indicators **(See Section I(U)(3) of ATTACHMENT A.5, FY2027 STATEMENT OF WORK)**	Once per FY	July 31, 2026	Qualtrics System
Multi-Year Integrated Preparedness Plan ("MYIPP") **(See SECTION I(U)(4) of ATTACHMENT A.5, FY2027 STATEMENT OF WORK)**	Once per FY	May 1, 2027	Qualtrics System
After-Action Review/Improvement Plan ("AAR/IP") **(See SECTION I(U)(5) of ATTACHMENT A.5, FY2027 STATEMENT OF WORK)**	Once per FY	No later than 120 days after the exercise or thirty (30) days following the Contract expiration (6/30/2027).	Qualtrics System
Programmatic Mid-Year Performance Report **(See SECTION I(U)(6) of ATTACHMENT A.5, FY2027 STATEMENT OF WORK)**	Once per FY	January 31, 2027	Qualtrics System
Programmatic End-of-Year Performance Report **(See SECTION I(U)(7) of ATTACHMENT A.5, FY2027 STATEMENT OF WORK)**	Once per FY	July 30, 2027	Qualtrics System

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

Jurisdictional Evaluation Tool (JET) – Only for Regions 2/3 & 4/5N **(See Section I(U)(8) of ATTACHMENT A.5, FY2027 STATEMENT OF WORK)**	Once per FY	June 30, 2027	Qualtrics System
Capacity Indicators Survey **(See SECTION I(U)(9) of ATTACHMENT A.5, FY2027 STATEMENT OF WORK)**	Once per FY	July 31, 2026	Qualtrics System

5. The Contract is amended to add **ATTACHMENT A.5, FY2027 STATEMENT OF WORK**, which is attached to this Amendment and incorporated into the Contract for all purposes.

6. **ATTACHMENT B.3** of the Contract, **REVISED BUDGET (NOV. 2025),** is hereby deleted in its entirety and replaced with **ATTACHMENT B.4, REVISED BUDGET**, which is attached to this Amendment and incorporated into the Contract for all purposes.

7. **ATTACHMENT C.1** of the Contract, **HHS CONTRACT AFFIRMATIONS, VERSION 2.5, EFFECTIVE NOVEMBER 2024,** is hereby deleted in its entirety and replaced with **ATTACHMENT C.2, HHS CONTRACT AFFIRMATIONS, VERSION 2.8, EFFECTIVE DECEMBER 2025**, which is attached to this Amendment and incorporated into the Contract for all purposes.

8. **ATTACHMENT F.1** of the Contract, **FY2026 FFATA,** is hereby supplemented with the addition of **ATTACHMENT F.2, FY2027 FFATA**, which is attached to this Amendment and incorporated into the Contract for all purposes.

9. This Amendment is effective immediately upon execution by the last Party to sign below. Operations and funding for Fiscal Year 2027 begin on July 1, 2026. Except as modified by this Amendment, all existing terms of the Contract, including the current Statement of Work, shall remain in full force and effect until and unless modified by written agreement of the Parties.

10. Except as modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in effect.

11. Any further revisions to the Contract shall be by written agreement of the Parties.

12. Each Party represents and warrants that the person executing this Amendment on its behalf has full power and authority to enter into this Amendment.

SIGNATURE PAGE FOLLOWS

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

SIGNATURE PAGE FOR AMENDMENT NO. 5
DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. HHS001439500018

DEPARTMENT OF STATE HEALTH SERVICES	**CITY OF LAREDO HEALTH DEPARTMENT**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date of Signature: _____	Date of Signature: _____

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

ATTACHMENT A.5
FY2027 STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

A. Grantee shall perform activities in support of the Public Health Emergency Preparedness ("PHEP") Cooperative Agreement between the Centers for Disease Control and Prevention ("CDC") and the Department of State Health Services ("System Agency") to advance public health emergency preparedness.

B. Grantee shall perform the activities required under this Grant Agreement in the following cities, counties, or groups of counties (cumulatively, Grantee's "Jurisdiction"): Webb, Jim Hogg, Zapata and Duval.

C. Grantee shall provide System Agency with situational awareness data generated through interoperable networks of electronic data systems.

D. Grantee shall coordinate with System Agency program staff to develop a preparedness activity plan for the Grantee's Jurisdiction. At minimum, the Grantee shall ensure the following public health emergency preparedness capabilities are all addressed in its workplan:

1. Capability 1 – Community preparedness is the ability of communities to prepare for, withstand, and recover from public health incidents in both the short-term and long-term.
2. Capability 2 – Community recovery is the ability of communities to identify critical assets, facilities, and other services within public health, emergency management, health care, human services, mental/behavioral health, and environmental health sectors that can guide and prioritize recovery operations.
3. Capability 3 – Emergency operations coordination is the ability to coordinate with emergency management and to direct and support an incident or event with public health or health care implications by establishing a standardized, scalable system of oversight, organization, and supervision that is consistent with jurisdictional standards and practices and the National Incident Management System ("NIMS").
4. Capability 4 – Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.
5. Capability 5 – Fatality management is the ability to coordinate with partner organizations and agencies to provide fatality management services to ensure the proper recovery and preservation of remains; identification of the deceased; determination of cause and manner of death; release of remains to an authorized individual; and provision of mental/behavioral health assistance for the grieving. The role also may include supporting activities for the identification, collection, documentation, retrieval, and transportation of human remains, personal effects, and evidence to the examination location or incident morgue.
6. Capability 6 – Information sharing is the ability to conduct multijurisdictional and multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, tribal, and territorial levels of government and the private sector. This capability includes the routine sharing of information, as well as the issuing of public health alerts to all levels of government and the private sector in preparation for,

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

and in response to, events or incidents of public health significance.

7. Capability 7 – Mass care is the ability of public health agencies to coordinate with and support partner agencies to address, within a congregate location (excluding shelter-in-place locations), the public health, health care, mental/behavioral health, and human services needs of those impacted by an incident. This capability includes coordinating ongoing surveillance and public health assessments to ensure that health needs continue to be met as the incident evolves.
8. Capability 8 – Medical countermeasure dispensing and administration is the ability to provide medical countermeasures to targeted population(s) to prevent, mitigate, or treat the adverse health effects of a public health incident, according to public health guidelines. This capability focuses on dispensing and administering medical countermeasures, such as vaccines, antiviral drugs, antibiotics, and antitoxins.
9. Capability 9 – Medical materiel management and distribution is the ability to acquire, manage, transport, and track medical materiel during a public health incident or event and the ability to recover and account for unused medical materiel, such as pharmaceuticals, vaccines, gloves, masks, ventilators, or medical equipment after an incident.
10. Capability 10 – Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the health care system to endure a hazard impact, maintain or rapidly recover operations that were compromised, and support the delivery of medical care and associated public health services, including disease surveillance, epidemiological inquiry, laboratory diagnostic services, and environmental health assessments.
11. Capability 11 – Non-pharmaceutical interventions are actions that people and communities can take to help slow the spread of illness or reduce the adverse impact of public health emergencies. This capability focuses on communities, community partners, and stakeholders recommending and implementing non-pharmaceutical interventions in response to the needs of an incident, event, or threat. Non-pharmaceutical interventions may include isolation; quarantine; restrictions on movement and travel advisories or warnings; social distancing; external decontamination; hygiene; and precautionary protective behaviors.
12. Capability 12 – Public health laboratory testing is the ability to implement and perform methods to detect, characterize, and confirm public health threats. It also includes the ability to report timely data, provide investigative support, and use partnerships to address actual or potential exposure to threat agents in multiple matrices, including clinical specimens, and food, water, and other environmental samples. This capability supports passive and active surveillance when preparing for, responding to, and recovering from biological, chemical, and radiological (if a Radiological Laboratory Response Network is established) public health threats and emergencies.
13. Capability 13 – Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes. It also includes the ability to expand these systems and processes in response to incidents of public health significance.
14. Capability 14 – Responder safety and health is the ability to protect public health and other emergency responders during pre-deployment, deployment, and post-deployment.
15. Capability 15 – Volunteer management is the ability to coordinate with emergency management and partner agencies to identify, recruit, register, verify, train, and engage

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

volunteers to support the jurisdictional public health agency's preparedness, response, and recovery activities during pre-deployment, deployment, and post-deployment.

E. Grantee shall coordinate with System Agency program staff to develop a preparedness activity plan for the Grantee's Jurisdiction. CDC released the Public Health Response Readiness Framework that defines excellence in response operations. The Grantee shall be knowledgeable of the following items and ensure the items are addressed throughout the deliverables in Section I (U):

1. Prioritize a risk-based approach – to all-hazards planning that addresses evolving threats and supports medical countermeasure logistics;
2. Enhance partnerships – (federal and nongovernmental organizations) to effectively support community preparedness efforts;
3. Expand local support – to improve jurisdictional readiness to effectively manage public health emergencies;
4. Improve administrative and budget preparedness systems – to ensure timely access to resources for supporting jurisdictional responses;
5. Build workforce capacity – to meet jurisdictional surge management needs and support staff recruitment, retention, resilience, and mental health;
6. Modernize data collection and systems – to improve situational awareness and information sharing with healthcare systems and other partners;
7. Strengthen risk communications activities – to improve proficiency in disseminating critical public health information and warnings and address mis/disinformation;
8. Incorporate practices – to enhance preparedness and response support for communities experiencing differences in health status due to structural barriers;
9. Advance capacity and capability of public health laboratories – to characterize emerging public health threats through testing and surveillance; and
10. Prioritize community recovery efforts – to support health department reconstitution and incorporate lessons learned from public health emergency responses.

F. Grantee shall match funds awarded under this Grant Agreement with costs or third-party contributions that are not paid by the federal government under another award, except where authorized by federal statute to be used for cost-sharing or matching. The non-federal contributions ("match") may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Grantee incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that apply to the use of federal funds, including prior approval requirements and other rules for allowable costs as described in 45 Code of Federal Regulations ("CFR") 74.23 and 45 CFR 92.24, as amended.

Grantee shall provide matching funds in the amount of ten percent (10%) of the DSHS Direct Costs and Indirect Costs amount as outlined in **ATTACHMENT B.4, REVISED BUDGET**. "Cash match" is defined as an expenditure of cash by the Grantee on allowable costs under this Grant Agreement that are borne by the Grantee. "In-kind match" is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Grant Agreement's project, and that are contributed by non-federal

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

third parties without charge to the Grantee. The criteria for a match must:

1. Be an allowable cost under the applicable federal cost principle;
2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;
3. Be verifiable within the Grantee's (or subgrantee's) records;
4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement contracts);
5. Not be included as contributions toward any other federally assisted project or program (match can count only once);
6. Not be paid by the federal government under another award, except where authorized by federal statute to be used for cost-sharing or match;
7. Conform to other provisions of governing circulars/statutes/regulations as applicable for the Grant Agreement;
8. Be adequately documented;
9. Follow procedures for generally accepted accounting practices as well as meet audit requirements; and
10. Value the in-kind contributions reported and be supported by documentation reflecting the use of goods and/or services during the Grant Agreement term.

G. Grantee shall, in the event of a public health emergency involving a portion of the state, mobilize and dispatch staff or equipment purchased with funds from previous PHEP cooperative agreements, and not currently performing critical duties in the Grantee's Jurisdiction, to the affected area of the state upon receipt of a written request from System Agency.

H. Grantee shall, in the event of a local, state, or federal incident, emergency or disaster, have the option to request from System Agency the United States Department of Health and Human Services ("HHS") emPower Individual Data Set (hereinafter, the "CMS data") for PHEP services. To access CMS data, Grantee shall submit to System Agency a written request that describes how the CMS data will be used to perform emergency planning for identifying and/or conducting outreach to at-risk Medicare beneficiaries to ensure they have the necessary medical resources and assistance throughout and during recovery from the incident, emergency or disaster. System Agency reserves the right to request additional information from Grantee. System Agency will review Grantee's request and provide a written approval or denial.

Grantee's access to and use of the CMS data and any derivative data is provided to allow Grantee to perform specified and System Agency-approved public health activities under the Grant Agreement.

When accessing the CMS data or derivative data, Grantee shall:

1. Ensure Confidential Information is handled in compliance with the HHS Data Use Agreement and the Centers for Medicare and Medicaid Services Data Use Agreement and any associated DUA Addendum;
2. Employ appropriate administrative, technical, and physical safeguards to protect the confidentiality of the CMS data and/or derivative data. Such protections shall include, but

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

not be limited to measures that prevent unauthorized use of or access to such data; logon protocols and passwords for electronic access to such data; encryption of such data at rest and in transit; permanent deletion of internet histories when using third-party resources; redaction of information when fully identifiable information is not required; and the use of sufficient overwriting to ensure permanent deletion of electronic copies of such data or the physical destruction of such data in accordance with terms of this section;

3. Only utilize CMS data and derivative data to perform public health activities and only for the purposes specifically requested and approved by System Agency and not for any other purpose;
4. Ensure CMS data or derivative data is not entered into any type of registry, unless approved in writing by System Agency;
5. Destroy all source data and derivative data within thirty (30) calendar days from the date of disclosure. In the event the incident, emergency, or disaster extends past the thirty (30) calendar days, Grantee may request a thirty (30)-day extension to continue the response and outreach by submitting a written request to System Agency with justification for the continued use of the data. Grantee shall submit written attestation to System Agency certifying that destruction of all data was completed;
6. Ensure Grantee staff who have access to CMS data or any derivative data complete HIPAA training prior to accessing any data set. Grantee shall produce evidence of completed training to System Agency upon request;
7. Ensure Grantee staff who have access to CMS data or any derivative data obtain role-based access to the CMS data or any derivative data; and
8. Attest that each staff member accessing the CMS data does not have a criminal background or disqualifying criminal history record information or is not otherwise prohibited from accessing the CMS data as set forth in state or federal law or rule, including CMS requirements.

I. Grantee shall coordinate activities and response plans within Grantee's Jurisdiction with the state, regional, and other local jurisdictions, among local agencies, and with hospitals and major health care entities, and Councils of Government.

J. Grantee shall inform System Agency in writing if Grantee will not continue performance under this Grant Agreement within thirty (30) calendar days of receipt of System Agency's notification of an amended standard(s) or guideline(s). In such event, System Agency may terminate this Grant Agreement immediately or within a reasonable period of time, as determined by System Agency.

K. Grantee shall develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Grant Agreement, including partial full-time employees and temporary staff.

L. Grantee shall complete and submit programmatic reports as directed by System Agency in a format specified by System Agency and as needed to satisfy information-sharing requirements set forth in Texas Government Code Sections 421.071 and 421.072(b) and (c). Grantee must provide System Agency with other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Grant Agreement and to monitor compliance.

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

M. Grantee shall conduct all exercises in accordance with Homeland Security Exercise Evaluation Program ("HSEEP") guidance, and have plans, processes, and training in place to meet NIMS compliance requirements.

N. Grantee shall coordinate all planning, training, and exercises performed under this Grant Agreement with other Local Health Entities, the Texas Division of Emergency Management ("TDEM"), or other points of contact at the discretion of System Agency, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

O. Grantee shall coordinate preparedness risk communication activities as needed with the System Agency Communications Unit.

P. Grantee shall work with the DSHS Public Health Region and their Regional Health Care Coalition to develop comprehensive preparedness strategies by participating in meetings, trainings, and exercises.

Q. Grantee shall comply with all state and System Agency guidance and standards, including the following:

Texas Grant Management Standards, located at the following URL: https://comptroller.texas.gov/purchasing/grant-management/.

R. Grantee shall comply with all applicable federal and state laws, rules, and regulations, as amended, including, but not limited to, the following:

1. Texas Government Code Chapter 418;
2. Public Law 116-22, Pandemic and All-Hazards Preparedness and Advancing Innovation Act ("PAHPAI").
3. Public Law 109-417, Pandemic and All-Hazards Preparedness Act ("PAHPA");
4. Texas Health and Safety Code Chapter 81;
5. Section 319 C-1 of the Public Health Service ("PHS") Act (47 USC § 247d-3a), as amended; and
6. 2 CFR Part 200.

S. Grantee shall comply with all requirements related to purchases made with grant funds and uses of grant funds under this Grant Agreement. The requirements regarding purchases made with grant funds and uses of grant funds under this Grant Agreement include the following:

1. Grantee may not use funds for research, clinical care, fundraising activities or lobbying, construction or major renovations, reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, uniforms, buildings or real property, or funding an award to another party or provider who is ineligible.
2. Grantee may not use funds made available under this Grant Agreement to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

3. Grantee must initiate the purchase of all equipment approved in writing by System Agency, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase equipment must be submitted to the assigned System Agency Contract Representative.
4. At the expiration or termination of this Grant Agreement for any reason, title to any remaining equipment and supplies purchased with funds under this Grant Agreement reverts to System Agency. Title may be transferred to another party at the sole discretion of System Agency. System Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.
5. Grantee shall not use System Agency funds to lease buildings or real property without prior written approval from System Agency. Further, Grantee shall not use System Agency funds for the purchase of buildings or real property under any circumstance.
6. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls.
7. System Agency will monitor Grantee's expenditures on a monthly basis. If expenditures are below the amount projected in Grantee's total FY amount, Grantee's budget may be subject to a decrease for the remainder of the FY.

T. Grantee shall comply with requirements related to the cost reimbursement budget under this Grant Agreement. The cost reimbursement budget requirements include the following:

1. Grantee's approved cost reimbursement budget must document all approved and allowable expenditures.
2. Grantee shall only utilize funding under this Grant Agreement for approved and allowable costs. If Grantee requests to utilize funds for an expense not documented in the approved cost reimbursement budget, Grantee shall notify the System Agency Contract Representative, in writing, and request approval prior to utilizing the funds. System Agency shall provide written notification whether the requested expense is approved or denied.
3. DSHS-approved budget may be revised by Grantee in accordance with the following requirements:
4. For any transfer between budget categories, Grantee shall submit a revised Categorical Budget using the Budget Template to the DSHS Contract Representative, highlighting the areas affected by the budget transfer and written justification for the transfer request. After DSHS review, the designated DSHS Contract Representative will provide notification of acceptance, rejection, or the need for a Contract Amendment to the Grantee by email.
5. For transfer of funds between direct budget categories, other than the 'Equipment' and 'Indirect Cost' categories, for less than or equal to a cumulative twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall submit timely written notification to DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If a budget revision for less than or equal to the cumulative twenty-five (25) percent is approved for transfer of funds between direct budget categories, DSHS Contract Representative will provide notification of acceptance to Grantee by email, upon receipt of which, the funds can be utilized by the Grantee.

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

6. For transfer of funds between direct budget categories, other than the 'Equipment' and 'Indirect Cost' categories, that cumulatively exceeds twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall submit timely written notification to DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If the revision is approved, the budget revision is not authorized, and the funds cannot be utilized until an amendment is executed by the Parties.
7. Any transfer between budget categories that includes 'Equipment' and/or 'Indirect Cost' categories must be approved by amendment to the Contract. Grantee shall submit timely written notification to DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If the revision is approved, the budget revision is not authorized, and the funds cannot be utilized until an amendment is executed by the Parties.
8. Grantee shall maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to **FSOequip@dshs.texas.gov**, with a copy to the assigned System Agency Contract Representative by email not later than October 15 of each year. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more, but less than $10,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.

U. Grantee shall comply with the reporting requirements and due dates established in this **STATEMENT OF WORK** and **SECTION VII, REPORTING REQUIREMENTS**, of the Grant Agreement. Unless stated otherwise in this Grant Agreement, Grantee must submit the reports via Qualtrics, a web-based system, according to instructions provided by System Agency. Programmatic reports satisfy the information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072(b) and (c). The reporting requirements include the following:

1. Grantee must prepare an **Initial Work Plan** each FY and submit it to System Agency via Qualtrics, using a URL provided by System Agency. For FY2027, Grantee must submit the Initial Work Plan to System Agency by **July 31, 2026**. This requirement must be reviewed and approved by System Agency to receive credit.
2. Grantee must prepare and submit a **Jurisdictional Risk Assessment ("JRA")** to System Agency via Qualtrics, using a URL provided by System Agency. For FY2027, Grantee must submit a Jurisdictional Risk Assessment to System Agency by **June 15, 2027**. Must include disproportionately impacted populations or access and functional needs. Previously completed JRAs can be submitted if they are not more than five (5) years old. The next JRA will be due within the next five (5) years from the submitted JRA date. This requirement must be reviewed and approved by System Agency to receive credit.
3. Grantee must prepare and submit a self-assessment on **Capacity Indicators** each FY via Qualtrics. For FY2027, Grantee must submit the Capacity Indicators Form to System Agency by **July 31, 2026**. System Agency will provide a template to Grantee, which will identify the information that Grantee must provide in its Capacity Indicators Survey. This requirement must be reviewed and approved by System Agency to receive credit.

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

4. Grantee must prepare and submit a current **Multi-Year Integrated Preparedness Plan ("MYIPP")** each FY, which must include at least five (5) years of progressive exercise, planning and training, to System Agency via Qualtrics. For FY2027, Grantee must submit the MYIPP to System Agency by **May 1, 2027**. The MYIPP must be based on the results of the Grantee's training needs assessment and the evaluations of previous exercises and responses, including the After-Action Review/Improvement Plan. The MYIPP must include a description of:
    a) Summary of the MYIPP Workshop;
    b) The proposed location, month(s), and year(s) of future exercise(s);
    c) The type(s) of future exercise(s) that will take place; and
    d) The partnering entities.

    MYIPP must include one access and functional needs or underserved populations (FEMA Definition), training to support a ready responder workforce (WHF-B, AHA-G, LOC-B), and recovery operations (REC-A). This requirement must be reviewed and approved by System Agency to receive credit.
5. Grantee must implement an exercise program to include three (3) discussion-based exercises and one (1) Functional or Full-Scale Operational Exercise over the five (5)-year Performance Period. Real world incidents can count as a full-scale exercise with prior approval from the System Agency. This includes completing After-Action Reports (AAR), Corrective Action and Improvement Plans. The exercises should utilize scenarios that meet the priority jurisdictional risks identified in the JRA. Submit the **After-Action Review/Improvement Plan ("AAR/IP")** for each exercise no later than 120 days after the exercise or thirty (30) days following the Contract expiration, via Qualtrics. This requirement must be reviewed and approved by System Agency to receive credit.
6. For FY2027, the Grantee must submit the **Programmatic Mid-Year Performance Report** to the System Agency by **January 31, 2027**, via Qualtrics. The System Agency will provide a template to the Grantee, which will identify the information that the Grantee must provide in its Programmatic Mid-Year Performance Report. This requirement must be reviewed and approved by System Agency to receive credit.
7. For FY2027, the Grantee must submit the **Programmatic End-of-Year Performance Report** to the System Agency by **July 30, 2027**. The System Agency will provide a template to the Grantee to identify the information that the Grantee must provide in its Programmatic End-of-Year Performance Report. This requirement must be reviewed and approved by System Agency to receive credit.
8. For FY2027, if the Grantee is located in DSHS Public Health Regions **2/3** and **4/5N**, Grantee must submit the **Jurisdictional Evaluation Tool ("JET")** to the System Agency by **June 30, 2027**. The System Agency will provide a template to the Grantee to be completed using Qualtrics. This requirement must be reviewed and approved by System Agency to receive credit. If the Grantee is Project Public Health Ready ("PPHR") accredited, they may submit supporting PPHR documentation in lieu of completing applicable sections of the JET survey, as determined by System Agency.
9. Grantee must complete and submit the **Capacity Indicators Survey** in Qualtrics by **July 31, 2026**. The System Agency will provide a template to the Grantee to be completed using Qualtrics. This requirement must be reviewed and approved by System Agency to receive credit.
10. Grantee must submit biannual **Financial Status Reports ("FSRs)"**. Grantee's FSRs are due biannually. The first FSR is due on the last day of the month following the first FSR

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

period. The second FSR is due on the last day of the month, thirty (30) days after the Contract end date and following the second FSR period. The first FSR, for the period July 1, 2026, through December 31, 2026, is due by **January 31, 2027**. The second FSR, for the period January 1, 2027, through June 30, 2027, is due by **July 30, 2027**. Grantee shall electronically submit FSRs to invoices@dshs.texas.gov and fsrgrants@dshs.texas.gov, with a copy to the System Agency Contract Representative identified in **SECTION VIII, CONTRACT REPRESENTATIVES**, of this Grant Agreement. As directed by System Agency, Grantee must submit FSR reports by mail or fax as follows:

a. For submission by mail, use address below:
   Department of State Health Services
   Claims Processing Unit
   P.O. Box 149347, MC 1940
   Austin, TX 78714-9347

b. For submission by fax, use the number below:
   (512) 458-7442

11. Grantee must maintain an inventory of equipment, supplies defined as "Controlled Assets" (see definition in the form titled, "DSHS Contractor's Property Inventory Report (Form GC-11)," link below), and real property. Grantee shall submit an annual cumulative report of the above-stated items on Form GC-11, located at the following URL:https://www.dshs.texas.gov/hiv-std-program/dshs-tb-hiv-std-section-thisis/contract-management-section-prevention. Grantee will submit the Form GC-11, via email, to FSOequip@dshs.texas.gov, with a copy to the System Agency Contract Representative identified in **SECTION VIII, CONTRACT REPRESENTATIVES**, of this Grant Agreement, no later than October 15th of each calendar year.
12. Grantee shall provide System Agency with other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Grant Agreement and to monitor compliance.
13. The Grantee must immediately notify the System Agency in writing if the Grantee is legally prohibited from providing any report required under this Grant Agreement.

II. PERFORMANCE MEASURES

A. System Agency will monitor the Grantee's performance of the requirements in this Statement of Work and compliance with the Grant Agreement's terms and conditions.

B. Grantee's failure to meet certain requirements, including, but not limited to the following, may result in the System Agency withholding a portion of the current Fiscal Year PHEP award: adherence to PHEP reporting deadlines and the capability to receive, stage, store, distribute, and dispense materiel during a public health emergency.

C. Upon request by the System Agency, the Grantee shall reasonably revise any performance measure to the System Agency's satisfaction and with the requirements outlined in this Grant Agreement.

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

III. INVOICE AND PAYMENT

A. Grantee shall request monthly payments by the last business day of the month following the month in which expenses were incurred and shall use the State of Texas Purchase Vouchers (Form B-13 and Form B-13A) located at https://www.dshs.texas.gov/contractor-forms. Grantee's final invoice will be due thirty (30) calendar days following the expiration date of the Grant Agreement. The System Agency will issue reimbursement payments to the Grantee monthly for reported actual cash disbursements supported by adequate documentation.

Invoice approval and payment is contingent upon receipt of adequate supporting documentation that is submitted by electronic mail to invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov, with a copy to the assigned System Agency Contract Representative identified in the Grant Agreement.

At a minimum, every invoice should include:

1. Grantee name, address, email address, vendor identification number, and telephone number;
2. DSHS Contract or Purchase Order number;
3. Identification of service(s) provided;
4. The total invoice amount; and
5. Any additional supporting documentation that is required by this Statement of Work or as requested by System Agency.

B. System Agency will pay Grantee monthly on a cost reimbursement basis and in accordance with **ATTACHMENT B.4, REVISED BUDGET**, of this Grant Agreement. System Agency will reimburse Grantee only for allowable expenses incurred within the FY and in accordance with the Statement of Work.

C. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfall. System Agency will monitor Grantee's expenditures on a periodic basis. If expenditures are below the amount projected in Grantee's total Grant Agreement amount, Grantee's budget may be subject to a decrease for the remainder of the Grant Agreement term. Vacant positions existing after ninety (90) days may result in a decrease in funds. Grantee must report position vacancies to their assigned Contract Manager each month until the position is filled.

D. Grantee may request a one-time working capital advance not to exceed twelve percent (12%) of the total funds allotted per FY. All advances must be expended by the end of the FY. Advances not expended by the end of the Grant Agreement term must be refunded to the System Agency. System Agency may require the Grantee to repay all or part of advanced funds at any time during the Grant Agreement term. However, if the advance has not been repaid before the last three (3) months of the Grant Agreement term, the Grantee must deduct at least one-third (1/3) of the remaining advance from each of the last three (3) months' reimbursement requests. If the advance is not repaid prior to the last three (3) months of the Grant Agreement term, System Agency will reduce the reimbursement request by one-third (1/3) of the remaining balance of the advance.

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

ATTACHMENT B.4

REVISED BUDGET

BUDGET CATEGORIES	DSHS FUNDING FOR FY2025 (July 1, 2024 – June 30, 2025)	DSHS FUNDING FOR FY2026 (July 1, 2025 – June 30, 2026)	DSHS FUNDING FOR FY2027 (July 1, 2026 – June 30, 2027)	TOTAL DSHS FUNDING
Personnel	$183,734.00	$144,140.00	$157,478.00	$485,352.00
Fringe Benefits	$78,893.00	$63,238.00	$62,355.00	$204,486.00
Travel	$21,301.00	$19,796.00	$27,181.00	$68,278.00
Equipment	$0.00	$0.00	$0.00	$0.00
Supplies	$1,067.00	$16,976.00	$10,645.00	$28,688.00
Contractual	$0.00	$24,000.00	$24,000.00	$48,000.00
Other	$56,742.00	$73,587.00	$60,078.00	$190,407.00
Sum of DSHS Direct Costs	**$341,737.00**	**$341,737.00**	**$341,737.00**	**$1,025,211.00**
Indirect Costs	$0.00	$0.00	$0.00	$0.00
Sum of DSHS Direct Costs and Indirect Costs	**$341,737.00**	**$341,737.00**	**$341,737.00**	**$1,025,211.00**
Plus Required Match (Cash or In-Kind)	$34,174.00	$34,174.00	$34,174.00	$102,522.00
Total Contract Amount	**$375,911.00**	**$375,911.00**	**$375,911.00**	**$1,127,733.00**

FY is defined as the period of July 1 through June 30.

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

HEALTH AND HUMAN SERVICES
Contract Number HHS001439500018

Attachment C.2 CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

5. Assignment

A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.

B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM*) maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,"* published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

A. Contractor represents and warrants that it will comply with the requirements of Section 2063.104 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2063.104.

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: http://sao.fraud.state.tx.us/

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
  Attn: Fraud Hotline
  MC 1300
  P.O. Box 85200
  Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and

C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings**.**

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(a)(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2273 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot (1) contract with (a) an abortion provider or an affiliate of an abortion provider; or (b) an abortion assistance entity for the purpose of providing an abortion or abortion assistance;

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

or (2) contract or appropriate or spend money to provide any person logistical support for the express purpose of assisting a woman with procuring an abortion or the services of an abortion provider. Respondent certifies that it is not ineligible to contract with System Agency under the terms of Chapter 2273 of the Texas Government Code and certifies that the contract is not a taxpayer resource transaction, appropriation, or expenditure of money prohibited by Chapter 2273 of the Texas Government Code.

39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter Y, of the Texas Health and Safety Code.

40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

41. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

42. Entities that Boycott Energy Companies

Pursuant to Section 2276.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

provision change during the course of the Contract, Contractor shall promptly notify System Agency.

43. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

44. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

45. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

Pursuant to Texas Government Code, Section 2063.408, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

47. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2275.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2275.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103 or (2) headquartered in any of those countries.

48. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 117.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business & Commerce Code, in this state.

49. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

50. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

51. Hardening of State Government

Pursuant to Executive Order GA-48, relating to hardening of state government, issued November 19, 2024, Contractor certifies it is not and, if applicable, any of its holding companies or subsidiaries is not:

a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or

b. Listed in Section 1260H of the 2021 NDAA; or

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or

d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

52. Artificial Intelligence Disclosure.

Contractor certifies that it has disclosed in writing to System Agency each artificial intelligence system it may use to complete any deliverable or a portion of any deliverable under the Contract. "Artificial intelligence system" means a machine-based system that for explicit or implicit objectives infers from provided information a method to generate outputs, such as predictions, content, recommendations, or decisions, to influence a physical or virtual environment with varying levels of autonomy and adaptiveness after deployment. Contractor promises not to use an artificial intelligence system to perform the Contract without the prior written consent of System Agency.

53. Surveillance, Intimidation, and Related Acts.

Contractor certifies that it (and its subcontractors) have not, and if awarded a contract, will not, either directly or indirectly through a third party, engage in surveillance targeting or engage in an act of intimidation, coercion, extortion, undue influence, or other similar conduct intended to influence, silence, or retaliate against:

(1) a member of the state legislature or person employed to support the state legislature in any capacity;

(2) a family member of a person described by (1);

(3) a state agency employee; or

(4) an individual making a complaint or raising concerns regarding state agency operations or contracting.

Contractor certifies that it and its subcontractors have not, and if awarded a contract will not, either directly or indirectly through a third party, use private or confidential information to manipulate or influence a state contracting decision or proceeding. Contractor acknowledges that it, its executives and directors, and other associated entities and individuals could be terminated, barred from state contracts, and penalized up to $2 million for a violation of Government Code, Section 2261.302.

54. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

55. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

56. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

57. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

58. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

59. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

Authorized representative on behalf of Contractor must complete and sign the following:

City of Laredo

Legal Name of Contractor

City of Laredo Public Health Department

Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')

N/A

Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

Signature of Authorized Representative	**Date Signed**
Printed Name of Authorized Representative First, Middle Name or Initial, and Last Name	**Title of Authorized Representative**
1110 Houston St.	Laredo, TX 78040
Physical Street Address	**City, State, Zip Code**
P.O. Box 579	Laredo, TX 78040
Mailing Address, if different	**City, State, Zip Code**
956-791-7302	956-791-7498
Phone Number	**Fax Number**
jneeb@ci.laredo.tx.us	618150460
Email Address	**DUNS Number**
74-6001573	174-6001573-2021
Federal Employer Identification Number	**Texas Identification Number (TIN)**
N/A	N/A
Texas Franchise Tax Number	**Texas Secretary of State Filing Number**
HWX7C56NNUV1	
SAM.gov Unique Entity Identifier (UEI)	

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

Fiscal Federal Funding Accountability and Transparency Act (FFATA)

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why*.**

Legal Name of Contractor:	**FFATA Contact: (Name, Email and Phone Number):**
City of Laredo	Richard A. Chamberlain rchamberla@ci.laredo.tx.us 956-795-4918
Primary Address of Contractor: 1110 Houston St. Laredo, TX 78040	**Zip Code: 9-digits required www.usps.com** 78040-8019
Unique Entity ID (UEI): This number replaces the DUNS www.sam.gov HWX7C56NNUV1	**State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits:** 174-6001573-2021

Printed Name of Authorized Representative:	**Signature of Authorized Representative**
Title of Authorized Representative	**Date Signed**

Docusign Envelope ID: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? Yes [ ] No [X]

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification. If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes [ ] No [X]

B. Certification Regarding Amount of Annual Gross from Federal Awards.
Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes [X] No [ ]

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.
Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes [ ] No [ ]

If your answer is "Yes" to this question, where can this information be accessed?

N/A

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

N/A

Certificate Of Completion

Envelope Id: 0EE2E3F9-1FFA-4185-911B-F69DD79A2A73
Status: Sent
Subject: HHS001439500018-PHEP City of Laredo A.5 FY27 Amendment
Source Envelope:
Document Pages: 34
Signatures: 0
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
CMS Internal Routing Mailbox
11493 Sunset Hills Road
#100
Reston, VA 20190
CMS.InternalRouting@dshs.texas.gov
IP Address: 167.137.1.11

Record Tracking

Status: Original
3/11/2026 10:23:18 AM
Holder: CMS Internal Routing Mailbox
CMS.InternalRouting@dshs.texas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Richard Chamberlain rchamberla@ci.laredo.tx.us Health Director City of Laredo Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.135.47.6	Sent: 3/11/2026 11:25:39 AM Viewed: 3/11/2026 11:53:35 AM Signed: 3/11/2026 12:02:17 PM
Joseph Neeb jneeb@ci.laredo.tx.us City of Laredo Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 3/11/2026 12:02:21 PM
Helen Whittington helen.whittington@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Patty Melchior Patty.Melchior@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Imelda M. Garcia ImeldaM.Garcia@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
CMS Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Jennifer Silva Jennifer.Silva@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Laura Recio lrecio1@ci.laredo.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/11/2026 11:25:40 AM

Payment Events	Status	Timestamps

2026-R-108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO A CONTINUATION CONTRACT FROM THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) FOR THE PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) GRANT PROGRAM FOR A TOTAL AWARD AMOUNT OF $341,737.00, WITH AN IN-KIND MATCH OF $34,174.00 FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT, FOR THE TERM PERIOD FROM JULY 01, 2026 THROUGH JUNE 30, 2027. FUNDING IS AVAILABLE IN THE LAREDO PUBLIC HEALTH DEPARTMENT FUND – PHEP GRANT.

WHEREAS, The Texas Department of State Health Services continues to contract with the City of Laredo to provide public health services to residents of Laredo and Webb County through the City of Laredo Public Health Department. State Health Services will continue to partner with the Public Health Department to provide enhanced local public health infrastructures to address critical public health threats, disease control and prevention, public health emergency preparedness and response to all hazards threats, public health emergencies, and disasters through surveillance, detection, disease investigation, epidemiology, training, conducting simulations and providing laboratory support for testing and confirmation through the bio-safety laboratory level III in Laredo and surrounding counties.

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

Section 1: The City Manager is hereby authorized to accept and enter into a continuation contract from the Department of State Health Services (DSHS) for the Public Health Emergency Preparedness (PHEP) Grant Program for a total award amount of $341,737.00, with an in-kind match of $34,174.00 for the City of Laredo Public Health Department, for the term period of July 01, 2026 through June 30, 2027. Funding is available in the Laredo Public Health Department Fund – PHEP Grant.

Section 2: The revenue account 226-0000-323-4089 with expenditure division 226-6010 and project number HEBT19.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2026.

_____

DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM
DOANH T. NGUYEN, CITY ATTORNEY

_____
AMBER R. HOLMES
ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/4/2026 **Resolution 46.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept and enter into a contract amendment from the Texas Health and Human Services Commission (HHS) for the Family Planning Program (FPP) Project Grant for a decrease in funds in the amount of $154,433.00, for a new total award of $154,432.00, with no match for the City of Laredo Public Health Department for the term period from September 01, 2025 through August 31, 2026. Funds will be accounted for in the Laredo Public Health Department Fund - Family Planning Program (FPP) Project Grant.

PREVIOUS COUNCIL ACTION
On July 22, 2024, Council approved Resolution 2024-R-217

BACKGROUND
The City of Laredo Public Health Department is continuing its contract with the Health and Human Services Commission for the continuation of the Family Planning Program (FPP). Through this agreement, the Public Health Department will provide women's preventive health care and family planning services with a fee for service and cost reimbursement component.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):

- **Goal 1:** Improve access to health care services for all residents.
- **Policy 1.1:** Support and promote preventive health care services.
- **Policy 1.2:** Increase access to care for low-income, uninsured, and underinsured individuals.
- **Goal 2:** Promote health equity and reduce health disparities.
- **Policy 2.1:** Expand access to culturally competent and linguistically appropriate services.
- **Goal 3:** Educate the public on health and wellness.
- **Policy 3.1:** Implement educational initiatives that promote healthy lifestyles and preventive care.

Summary of alignment: The continuation of the Family Planning Program (FPP) Grant aligns strongly with the Viva Laredo Comprehensive Plan's health priorities. The program enables the Laredo Public Health Department to provide essential women's preventive health services, including reproductive education, counseling, screenings, and family planning. These services directly support the plan's emphasis on preventive care, equitable access, and community health education. The inclusion of both fee-for-service and cost reimbursement models ensures financial sustainability while improving care availability to underserved populations-particularly women of reproductive age in Laredo.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION
Staff recommends that Council approve the Resolution.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Family Planning Program Project Grant
Account #:	226-0000-321-6311
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
The revenue account 226-0000-321-6311 and the expenditure division is 226-6110 with Project Number HEOE11.

City of Laredo Health Department, HHS001529700037

Thank you for serving Texans through the Family Planning Program and making a difference in your community. After reviewing your organization's funds utilization and targeted client served, HHSC will be issuing a new Notice to Proceed for the remainder of FY2026. Below you will find your revised allocation details.

Family Planning Program

FY26 Decrease FFS Amount: $123,546.00
FY26 Decrease CR Amount: $30,887.00
Total FY26 Award Amount: $154,432.00
New Clients Served: 772

Please reply to this email with your revised budget workbook no later than **5:00pm CST, 03/18/2026**.

Please note that all award amounts and details are not final until a Notice to Proceed along with an approved budget workbook has been received.

HHSC looks forward to working with your organization and partners to serve the great state of Texas. Please let me know if you have any questions or need additional information.

Again, thank you for your hard work and diligence.

Cecelia Marrero, CTCM
cecelia.marrero@hhs.texas.gov

2026-R-109

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO A CONTRACT AMENDMENT FROM TEXAS HEALTH AND HUMAN SERVICES COMMISSION (HHS) FOR THE FAMILY PLANNING PROGRAM (FPP) GRANT, FOR A DECREASE IN FUNDS IN THE AMOUNT OF $154,433.00, FOR A NEW TOTAL AWARD OF $154,432.00, WITH NO MATCH FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT FOR THE TERM PERIOD FROM SEPTEMBER 01, 2025 THROUGH AUGUST 31, 2026. FUNDS WILL BE ACCOUNTED FOR IN THE LAREDO PUBLIC HEALTH DEPARTMENT FUND – FAMILY PLANNING PROGRAM (FPP) PROJECT GRANT.

WHEREAS, the Health and Human Services Commission continues to contract with the City of Laredo Public Health Department for the Family Planning (FPP) programs. The FPP program provides women's preventive health care and family planning services with a fee for service and cost reimbursement component.

WHEREAS, through these programs, the City of Laredo Public Health Department aims to improve women's health through better access to primary care, women's health, preventive care, early detection, cancer screening, prenatal, postpartum, maternal child health, family planning, chronic disease prevention, case management and health education as well as diagnostic and laboratory services.

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

Section 1: The City Manager is hereby authorized to accept and enter into a contract amendment from the Texas Health and Human Services Commission (HHS) for the Family Planning Program (FPP) Grant, for a decrease in funds in the amount of $154,433.00, for a new total award of $154,432.00, with no match for the City of Laredo Public Health Department for the term period from September 01 , 2025 through August 31, 2026. Funding is available in the FPP Grant Public Health Department fund.

Section 2: Funding is available in revenue account 226-0000-321-6311 and the expenditure division is 226-6110 with project number HEOE11 with project number HEOE11.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2026.

DR. VICTOR D. TREVINO
MAYOR

ATTEST:

MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM
DOANH T. NGUYEN, CITY ATTORNEY

AMBER R. HOLMES
ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/4/2026 **Resolution 47.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept and enter into a continuation contract from the Department of State Health Services for the Immunizations Local Grant Program in the amount of $230,491.00 with a program income of $125,000.00 for a total of $355,491.00, with no match for the City of Laredo Public Health Department for the term period from September 01, 2026 through August 31, 2027. Funds will be allocated to the Laredo Public Health Department Fund - Immunizations Local Grant.

PREVIOUS COUNCIL ACTION
On January 28, 2025, Council approved Resolution 2025-R-12.

BACKGROUND
The Texas Department of State Health Services continues to contract with the City of Laredo to provide public health and prevention services to the residents of Laredo. The Immunization Action Plan Program was developed to provide immunization services and a community-based strategy for the prevention of potential epidemics of vaccine-preventable diseases. The City of Laredo Health Department Immunization Program has implemented a model immunization program for children, adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children two (2) years of age or younger and has achieved 100% compliance. Over 20,000 people are administered over 43,000 immunizations annually. Protection is for both children and adults against serious vaccine-preventable diseases.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):

- **Goal 7.2:** Prevent and control the spread of communicable diseases in the community.
- **Policy 7.2.2:** Promote immunization programs to reduce the incidence of vaccine-preventable diseases.
- **Policy 7.2.8:** Support vaccination initiatives that protect community health and reduce public health risks.
- **Goal 7.1:** Improve access to health services for all residents.
- **Policy 7.1.1:** Expand access to preventive healthcare services in underserved communities.
- **Goal 7.5:** Strengthen public health systems and operations.

Summary of alignment: This resolution aligns with the Viva Laredo Comprehensive Plan by supporting a comprehensive immunization program that protects residents from vaccine-preventable diseases. Through widespread vaccination efforts targeting children, adolescents, and adults, the

program reduces the risk of outbreaks and promotes community-wide immunity. The initiative advances the Plan's goals of improving access to preventive healthcare, strengthening disease prevention strategies, and maintaining a robust public health infrastructure that safeguards the health and well-being of Laredo residents.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends Council approve Resolution.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Immunization Locals Grant
Account #:	226-6006
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Revenue account 226-0000-323-4056 and the expenditure division is 226-6006 with Project Number HEIA19 and Project Number HEIP02.

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

TEXAS
Health and Human Services

Texas Department of State Health Services

Jennifer A. Shuford, M.D., M.P.H.
Commissioner

Joseph Neeb, City Manager
City of Laredo Public Health Department
1110 Houston St.
Laredo, Texas 78040

Subject: IMM/LOCALS
Contract Number: HHS001331300014, Amendment No. 3
Contract Amount: $921,964.00
Contract Term: September 1, 2023, through August 31, 2027

Dear Mr. Neeb:

Enclosed is Amendment No. 3 to the IMM/LOCALS contract between the Department of State Health Services and City of Laredo Public Health Department.

The purpose of this contract is to prevent and control the transmission of vaccine-preventable diseases in children and adults, with emphasis on accelerating strategic interventions to improve their vaccine coverage levels.

This amendment increases the contract by $230,491.00, extends the end of the contract term to August 31, 2027, and revises certain attachments to the contract.

Please let me know if you have any questions or need additional information.

Sincerely,

Haley Reetz, CTCM
Contract Manager
(512)776-2532
haley.reetz@dshs.texas.gov

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001331300014
AMENDMENT NO. 3

The **DEPARTMENT OF STATE HEALTH SERVICES** ("DSHS" or "System Agency") and **CITY OF LAREDO PUBLIC HEALTH DEPARTMENT** ("Grantee"), Parties to that certain Immunization/Locals Grant Program Contract, effective September 1, 2023, and denominated DSHS Contract No. HHS001331300014 (the "Contract"), as amended, now want to further amend the Contract.

WHEREAS, DSHS has chosen to exercise the third of four (4) one-year extension options available under the Contract;

WHEREAS, DSHS desires to add funds to the Contract to pay for authorized services to be provided by Grantee during the extended term, and revise the Budget accordingly; and

WHEREAS, the Parties desire to update certain Contract terms and conditions to comply with applicable law and DSHS policy.

NOW, THEREFORE, the Parties amend and modify the Contract as follows:

1. **SECTION III, DURATION,** of the Contract is amended to reflect a revised termination date of August 31, 2027.

2. **SECTION IV, STATEMENT OF WORK**, of the Contract is deleted in its entirety and replaced with the following:

   IV. STATEMENT OF WORK

   The Scope of Grant Project to which Grantee is bound is incorporated into and made a part of this Grant Agreement for all purposes and included as **ATTACHMENT A, STATEMENT OF WORK, ATTACHMENT A-1, FY 2025 STATEMENT OF WORK, ATTACHMENT A-2, FY 2026 STATEMENT OF WORK** and **ATTACHMENT A-3, FY 2027 STATEMENT OF WORK**, which are attached to this Amendment and incorporated into and made part of the Contract for all purposes.

3. **SECTION V, BUDGET AND INDIRECT COST RATE**, of the Contract is amended to increase funding in the amount of $230,491.00 for State Fiscal Year ("FY") FY2027. The total not-to-exceed amount of this Contract is increased to $921,964.00. All expenditures under the Contract shall be in accordance with **ATTACHMENT B-3, REVISED BUDGET**.

4. **SECTION V, BUDGET AND INDIRECT COST RATE**, of the Contract is deleted in its entirety and replaced with the following:

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

V. BUDGET AND INDIRECT COST RATE

Grantee is not required to provide matching funds. The total not-to-exceed amount includes the following:

Increase in Federal Funds: $102,553.00	Total Federal Funds: $410,212.00
Increase in State Funds: $127,938.00	Total State Funds: $511,752.00

5. **ATTACHMENT B-2, REVISED BUDGET**, is deleted in its entirety and replaced with **ATTACHMENT B-3, REVISED BUDGET**, which is attached to this Amendment and incorporated into and made part of the Contract for all purposes.

6. **ATTACHMENT C-1, HHS CONTRACT AFFIRMATIONS V. 2.3 (AUGUST 2023)**, is deleted in its entirety and replaced with **ATTACHMENT C-2, HHS CONTRACT AFFIRMATIONS V. 2.8 (DECEMBER 2025)**, which is attached to this Amendment and incorporated into and made part of the Contract for all purposes.

7. **ATTACHMENT D-1, HHS UNIFORM TERMS AND CONDITIONS – GRANT V. 3.3 (NOVEMBER 2023)**, is deleted in its entirety and replaced with **ATTACHMENT D-2, HHS UNIFORM TERMS AND CONDITIONS – GRANT V. 3.5 (SEPTEMBER 2024)**, which is attached to this Amendment and incorporated into and made part of the Contract for all purposes.

8. **ATTACHMENT J-3, FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM,** is attached to this Amendment and incorporated into and made part of the Contract for all purposes.

9. This Amendment No. 3 shall be effective on August 31, 2026.

10. Except as modified by this Amendment No. 3, all terms and conditions of the Contract shall remain in full force and effect.

11. Any further revisions to the Contract shall be by written agreement of the Parties.

12. Each Party represents and warrants that the person executing this Amendment No. 3 on its behalf has full power and authority to enter into this Amendment.

SIGNATURE PAGE FOLLOWS

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

SIGNATURE PAGE FOR AMENDMENT NO. 3
DSHS CONTRACT NO. HHS001331300014

DEPARTMENT OF STATE HEALTH SERVICES	**CITY OF LAREDO PUBLIC HEALTH DEPARTMENT**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date of Signature: _____	Date of Signature_____

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

ATTACHMENT A-3
FY 2027 STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

A. Grantee shall implement and operate an immunization program for children, adolescents, and adults with special emphasis on accelerating interventions to improve the immunization coverage of children under five (5) years of age (birth to 59 months of age). Grantee shall incorporate traditional and non-traditional systematic approaches designed to eliminate barriers, expand immunization capacity, and establish uniform operating policies, as described herein.

B. Grantee shall enroll as a provider in the Texas Vaccines for Children (TVFC) and the Adult Safety Net (ASN) programs by the effective date of this Contract. This includes a signed *Deputization Addendum Form* annually.

C. Grantee shall maintain staffing levels to meet required activities of the Contract and ensure staff funded by this Contract attend required training.

D. Grantee shall report all notifiable conditions as specified in Chapter 97, Title 25 of the Texas Administrative Code, and as otherwise required by law.

E. Grantee shall report all vaccine adverse events in accordance with the 1986 National Childhood Vaccine Injury Act 42 U.S.C. § 300aa-25, located at vaers.hhs.gov or 800-822-7967.

F. Grantee shall sustain a network of TVFC and ASN providers to administer vaccines to program-eligible populations through the following activities:

1. Ensuring a New Provider Checklist is completed;
2. Conducting quality assurance reviews;
3. Ensuring an annual influenza pre-book survey is completed;
4. Conducting compliance site visits;
5. Conducting unannounced storage and handling visits; and
6. Ensuring providers adhere to the vaccine borrowing procedure.

G. Grantee shall participate in audits and assessments through the following activities:

1. Completing and submitting all audits and assessments conducted on childcare facilities and Head Start Centers through Child Health Reporting System (CHRS);
2. Completing audits, assessments, and retrospective surveys of public and private schools;
3. Reviewing monthly reports to ensure data quality;

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

4. Reviewing monthly Provider Activity Reports;
5. Reviewing quarterly Consent Accepted Rate Evaluations; and
6. Conducting ImmTrac2 Support Reviews of Texas Immunization Registry organizations.

H. Grantee shall provide education and outreach activities regarding vaccines and vaccine-preventable diseases, Texas Immunization Registry, and TVFC and ASN Programs to the following:

1. American Indian Tribes;
2. Schools and childcare facilities;
3. Healthcare workers; and
4. Community and general public.

I. Grantee shall not deny vaccinations to recipients because they do not reside within Grantee's jurisdiction, inability to pay an administration fee, or because of denial to consent to Texas Immunization Registry.

J. Grantee shall identify and provide case management for infants born to hepatitis B surface antigen-positive pregnant women and pregnant women of unknown hepatitis B status through ensuring the following activities:

1. Newborn post-exposure prophylaxis with hepatitis B vaccine and hepatitis B immune globulin administered to infants within twelve (12) hours of birth;
2. Timely administration of doses two and three of hepatitis B vaccine according to Advisory Committee on Immunization Practices (ACIP) recommendations for the infant;
3. Timely completion of post-vaccination serologic testing according to Centers for Disease Control and Prevention (CDC) recommendations for the infant; and
4. Immediately documenting mother and infant information in Texas Perinatal Hepatitis B Prevention Program (PHBPP) database and completing all "In Progress" or "Not Started" tasks.

K. Grantee shall assess and audit vaccination rates and compliance with vaccine requirements at assigned schools and childcare facilities in accordance with the Population Assessment Manual, which is distributed annually by DSHS.

L. Grantee shall transfer overstocked vaccines and vaccines approaching expiration within the next ninety (90) days, short-dated, to alternate providers for immediate use when instructed by the DSHS Public Health Region Immunization Program Manager, DSHS Central Office, or designee to avoid vaccine waste.

M. Grantee shall comply with the following DSHS guides and manuals:

1. DSHS Immunization Contractor's Guide for Local Health Departments and Public Health Regions located at:

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

dshs.texas.gov/immunizations/health-departments/contracts

2. TVFC and ASN Operations Manual for Responsible Entities (RE) located at: dshs.texas.gov/immunizations/health-departments/materials
3. TVFC and ASN Operations Manual for Providers located at: dshs.texas.gov/immunizations/health-departments/materials
4. Immunization Quality Improvement for Provider Manual and Resources located at: dshs.texas.gov/immunizations/health-departments/materials
5. Population Assessment Manual located at: dshs.texas.gov/immunizations/health-departments/materials
6. Texas Perinatal Hepatitis B Prevention Program Manual located at: dshs.texas.gov/immunizations/health-departments/materials

N. Grantee shall request written approval from DSHS before varying from applicable policies, procedures, protocols, or work plans outlined above. Grantee shall then update and disseminate implementation documentation to staff involved in activities under this Contract within forty-eight (48) hours of making approved changes.

O. Grantee shall review monthly Contract funding expenditures and salary savings from any Contract-paid staff vacancies. Grantee shall then revise spending plan(s) and submit timely budget revision(s) to ensure that all funds under this Contract will be expended in alignment with approved budgets before the end of the Contract term.

P. The DSHS-approved budget may be revised by Grantee in accordance with the following requirements.

1. For any transfer between budget categories, Grantee shall submit a revised Categorical Budget using the Budget Template to the DSHS Contract Representative, highlighting the areas affected by the budget transfer and written justification for the transfer request. After DSHS review, the designated DSHS Contract Representative will provide notification of acceptance, rejection, or the need for a Contract Amendment to the Grantee by email.
2. For transfer of funds between direct budget categories, other than the 'Equipment' and 'Indirect Cost' categories, for less than or equal to a cumulative twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall submit timely written notification to the DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If a budget revision for less than or equal to the cumulative twenty-five (25) percent is approved for transfer of funds between direct budget categories, the DSHS Contract Representative will provide notification of acceptance to Grantee by email, upon receipt of which, the funds can be utilized by the Grantee.
3. For transfer of funds between direct budget categories, other than the 'Equipment' and 'Indirect Cost' categories, that cumulatively exceeds twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall submit timely written notification to the DSHS Contract

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

Representative using the Revised Budget Form and request DSHS approval. If the revision is approved, the budget revision is not authorized, and the funds cannot be utilized until an amendment is executed by the Parties.

4. Any transfer between budget categories that includes 'Equipment' and/or 'Indirect Cost' categories must be approved by amendment to the Contract. Grantee shall submit timely written notification to the DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If the revision is approved, the budget revision is not authorized, and the funds cannot be utilized until an amendment is executed by the Parties.

Q. Grantee shall not use funds allocated under this Contract to purchase buildings or real property without prior written approval from DSHS. Also, any costs related to the acquisition of buildings or real property are not allowable without DSHS written pre-approval.

R. At the expiration or termination of this Contract for any reason, title to any remaining equipment and supplies purchased with funds under this Contract will revert to DSHS. Title may be transferred to another party as designated in writing by DSHS. DSHS may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee. For any real property, Grantee shall dispose of the property in accordance with written instructions provided by DSHS.

II. REPORTING REQUIREMENTS

A. Grantee shall report the number of doses administered to underinsured children monthly, as directed by DSHS.

B. Grantee shall report the number of unduplicated underinsured clients served, as directed by DSHS.

C. Grantee shall complete and submit the Immunization Interlocal Agreement Quarterly Report by the report due date, utilizing the format provided by DSHS and available at dshs.texas.gov/immunizations/health-departments/contracts. If the due date falls on a weekend or state approved holiday, the report is due the next business day.

Report Type	Reporting Period	Report Due Date
Programmatic	09/01/2026 to 11/30/2026	12/31/2026
Programmatic	12/01/2026 to 02/28/2027	03/31/2027
Programmatic	03/01/2027 to 05/31/2027	06/30/2027
Programmatic	06/01/2027 to 08/31/2027	09/30/2027

D. Grantee shall submit quarterly reports electronically utilizing the format provided by DSHS according to the timeframes stated above. Supplemental report documents must be sent to dshsimmunizationcontracts@dshs.texas.gov. If there are any changes

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

to the reporting process, DSHS will provide updated instructions by either email or phone call.

E. Grantee shall submit the Financial Status Report (FSR-269A) biannually as outlined below. Grantee shall email the FSR-269A to the following email address: FSRgrants@dshs.texas.gov.

Period Covered	Due Dates
September 1, 2026 – February 28, 2027	March 31, 2027
March 1, 2027 – August 31, 2027	September 30, 2027

F. Grantee shall maintain an inventory of equipment, supplies, and real property. Grantee shall submit an annual cumulative report on DSHS Grantee's Property Inventory Report to the DSHS Contract Representative and FSOequip@dshs.texas.gov by email not later than October 15th of each year.

1. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500.00 or more, but less than $10,000.00: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets do not include a capitalized asset, real property, an improvement to real property, or infrastructure. Controlled Assets are considered Supplies.
2. Equipment includes items with an acquisition cost of $10,000.00 or more.

G. Grantee shall submit out-of-state travel requests to the DSHS Contract Management Section (CMS) for approval when utilizing Contract funds or program income.

III. PERFORMANCE MEASURES

DSHS will monitor the Grantee's performance of the requirements in this **ATTACHMENT A-3, STATEMENT OF WORK**, and compliance with the Contract's terms and conditions.

IV. INVOICE AND PAYMENT

Grantee shall request monthly payments by the 30th day following the service month using the State of Texas Purchase Voucher (Form B-13) located at http://www.dshs.texas.gov/grants/forms.shtm. DSHS will issue reimbursement payments to Grantees on a monthly basis for reported actual cash disbursements which are supported by adequate documentation. Invoices must be submitted monthly to prevent delays in subsequent months. Grantees that do not incur expenses within a month are required to submit a "zero dollar" invoice on a monthly basis. Grantee must submit a final close-out invoice and final financial status report no later than thirty (30) days following the end of the Contract term. Invoices received more than thirty (30) days after the end of the Contract term are subject to denial of payment. Grantee shall electronically submit all invoices with supporting documentation to: invoices@dshs.texas.gov and CMSinvoices@dshs.texas.gov

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

with a copy to the assigned DSHS Contract Representative identified in the Signature Document.

At a minimum, the voucher must include:

1. Grantee's name, address, email address, vendor identification number, and telephone number;
2. DSHS Contract or Purchase Order number;
3. Dates services were completed and/or products were delivered;
4. The total invoice amount; and
5. Any additional supporting documentation which is required by the Statement of Work or as requested by DSHS.

DSHS will pay Grantee monthly on a cost reimbursement basis and in accordance with **ATTACHMENT B-3, REVISED BUDGET**, of this Contract. DSHS will reimburse Grantee only for allowable and reported expenses incurred within the Grant term.

Failure to submit required information may result in delay of payment or return of invoice. Billing invoices must be legible. Illegible or incomplete invoices which cannot be verified will be disallowed for payment.

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

ATTACHMENT B-3

REVISED BUDGET

Budget Categories	Budget for FY 2024 September 1, 2023 - August 31, 2024	Budget for FY 2025 September 1, 2024- August 31, 2025	Budget for FY 2026 September 1,2025 - August 31, 2026	Budget for FY 2027 September 1,2026 - August 31, 2027	Category Totals
Personnel	$149,964.00	$138,588.00	$142,595.00	$139,657.00	**$570,804.00**
Fringe	$80,527.00	$72,156.00	$80,133.00	$88,333.00	**$321,149.00**
Travel	$0.00	$0.00	$0.00	$0.00	**$0.00**
Equipment	$0.00	$12,000.00	$0.00	$0.00	**$12,000.00**
Supplies	$0.00	$5,772.00	$4,379.00	$0.00	**$10,151.00**
Contractual	$0.00	$0.00	$0.00	$0.00	**$0.00**
Other	$0.00	$1,975.00	$3,384.00	$2,501.00	**$7,860.00**
Total Direct	$230,491.00	$230,491.00	$230,491.00	$230,491.00	**$921,964.00**
Indirect	$0.00	$0.00	$0.00	$0.00	**$0.00**
Total	**$230,491.00**	**$230,491.00**	**$230,491.00**	**$230,491.00**	**$921,964.00**

Remainder of page intentionally left blank

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

HEALTH AND HUMAN SERVICES
Contract Number HHS001331300014

Attachment C-2 CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

5. Assignment

A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.

B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM*) maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,"* published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

A. Contractor represents and warrants that it will comply with the requirements of Section 2063.104 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2063.104.

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: http://sao.fraud.state.tx.us/

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
  Attn: Fraud Hotline
  MC 1300
  P.O. Box 85200
  Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and

C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings**.**

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(a)(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2273 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot (1) contract with (a) an abortion provider or an affiliate of an abortion provider; or (b) an abortion assistance entity for the purpose of providing an abortion or abortion assistance;

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

or (2) contract or appropriate or spend money to provide any person logistical support for the express purpose of assisting a woman with procuring an abortion or the services of an abortion provider. Respondent certifies that it is not ineligible to contract with System Agency under the terms of Chapter 2273 of the Texas Government Code and certifies that the contract is not a taxpayer resource transaction, appropriation, or expenditure of money prohibited by Chapter 2273 of the Texas Government Code.

39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter Y, of the Texas Health and Safety Code.

40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

41. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

42. Entities that Boycott Energy Companies

Pursuant to Section 2276.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

provision change during the course of the Contract, Contractor shall promptly notify System Agency.

43. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

44. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

45. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

Pursuant to Texas Government Code, Section 2063.408, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

47. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2275.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2275.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103 or (2) headquartered in any of those countries.

48. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 117.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business & Commerce Code, in this state.

49. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

50. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

51. Hardening of State Government

Pursuant to Executive Order GA-48, relating to hardening of state government, issued November 19, 2024, Contractor certifies it is not and, if applicable, any of its holding companies or subsidiaries is not:

a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or

b. Listed in Section 1260H of the 2021 NDAA; or

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or

d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

52. Artificial Intelligence Disclosure.

Contractor certifies that it has disclosed in writing to System Agency each artificial intelligence system it may use to complete any deliverable or a portion of any deliverable under the Contract. "Artificial intelligence system" means a machine-based system that for explicit or implicit objectives infers from provided information a method to generate outputs, such as predictions, content, recommendations, or decisions, to influence a physical or virtual environment with varying levels of autonomy and adaptiveness after deployment. Contractor promises not to use an artificial intelligence system to perform the Contract without the prior written consent of System Agency.

53. Surveillance, Intimidation, and Related Acts.

Contractor certifies that it (and its subcontractors) have not, and if awarded a contract, will not, either directly or indirectly through a third party, engage in surveillance targeting or engage in an act of intimidation, coercion, extortion, undue influence, or other similar conduct intended to influence, silence, or retaliate against:

(1) a member of the state legislature or person employed to support the state legislature in any capacity;

(2) a family member of a person described by (1);

(3) a state agency employee; or

(4) an individual making a complaint or raising concerns regarding state agency operations or contracting.

Contractor certifies that it and its subcontractors have not, and if awarded a contract will not, either directly or indirectly through a third party, use private or confidential information to manipulate or influence a state contracting decision or proceeding. Contractor acknowledges that it, its executives and directors, and other associated entities and individuals could be terminated, barred from state contracts, and penalized up to $2 million for a violation of Government Code, Section 2261.302.

54. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

55. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

56. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

57. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

58. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

59. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

Authorized representative on behalf of Contractor must complete and sign the following:

Legal Name of Contractor
Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')
Texas County(s) for Assumed Business Name (d/b/a or 'doing business as') **Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.**

Signature of Authorized Representative	**Date Signed**
Printed Name of Authorized Representative **First, Middle Name or Initial, and Last Name**	**Title of Authorized Representative**
Physical Street Address	**City, State, Zip Code**
Mailing Address, if different	**City, State, Zip Code**
Phone Number	**Fax Number**
Email Address	**DUNS Number**
Federal Employer Identification Number	**Texas Identification Number (TIN)**
Texas Franchise Tax Number	**Texas Secretary of State Filing Number**
SAM.gov Unique Entity Identifier (UEI)	

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.5

Published and Effective – September 2024

Responsible Office: Chief Counsel

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules; the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS 6
1.1 DEFINITIONS 6
1.2 INTERPRETIVE PROVISIONS 7
ARTICLE II. PAYMENT PROVISIONS 8
2.1 PROMPT PAYMENT 8
2.2 TAXES 8
2.3 ANCILLARY AND TRAVEL EXPENSES 8
2.4 BILLING 9
2.5 USE OF FUNDS 9
2.6 USE FOR MATCH PROHIBITED 9
2.7 PROGRAM INCOME 9
2.8 NONSUPPLANTING 9
2.9 INDIRECT COST RATES 9
ARTICLE III. STATE AND FEDERAL FUNDING 10
3.1 EXCESS OBLIGATIONS PROHIBITED 10
3.2 NO DEBT AGAINST THE STATE 10
3.3 DEBTS AND DELINQUENCIES 10
3.4 REFUNDS AND OVERPAYMENTS 10
ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS 10
4.1 ALLOWABLE COSTS 10
4.2 AUDITS AND FINANCIAL STATEMENTS 11
4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS 12
ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS 12
5.1 WARRANTY 12
5.2 GENERAL AFFIRMATIONS 12
5.3 FEDERAL ASSURANCES 12
5.4 FEDERAL CERTIFICATIONS 12
5.5 STATE ASSURANCES 13
ARTICLE VI. INTELLECTUAL PROPERTY 13
6.1 OWNERSHIP OF WORK PRODUCT 13
6.2 GRANTEE'S PRE-EXISTING WORKS 13
6.3 THIRD PARTY IP 14

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS 14
6.5 DELIVERY UPON TERMINATION OR EXPIRATION 14
6.6 SURVIVAL 14
6.7 SYSTEM AGENCY DATA 14
ARTICLE VII. PROPERTY **15**
7.1 USE OF STATE PROPERTY 15
7.2 DAMAGE TO STATE PROPERTY 15
7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT 16
7.4 EQUIPMENT AND PROPERTY 16
ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY **16**
8.1 RECORD MAINTENANCE AND RETENTION 16
8.2 AGENCY'S RIGHT TO AUDIT 16
8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS 17
8.4 STATE AUDITOR'S RIGHT TO AUDIT 17
8.5 CONFIDENTIALITY 18
ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES **18**
9.1 REMEDIES 18
9.2 TERMINATION FOR CONVENIENCE 18
9.3 TERMINATION FOR CAUSE 19
9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS 19
9.5 INHERENTLY RELIGIOUS ACTIVITIES 19
9.6 POLITICAL ACTIVITIES 19
ARTICLE X. INDEMNITY **20**
10.1 GENERAL INDEMNITY 20
10.2 INTELLECTUAL PROPERTY 20
10.3 ADDITIONAL INDEMNITY PROVISIONS 21
ARTICLE XI. GENERAL PROVISIONS **21**
11.1 AMENDMENTS 21
11.2 NO QUANTITY GUARANTEES 21
11.3 CHILD ABUSE REPORTING REQUIREMENTS 21
11.4 CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS 21
11.5 INSURANCE AND BONDS 22

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

11.6 LIMITATION ON AUTHORITY 22
11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS 23
11.8 SUBCONTRACTORS 23
11.9 PERMITTING AND LICENSURE 23
11.10 INDEPENDENT CONTRACTOR 23
11.11 GOVERNING LAW AND VENUE 23
11.12 SEVERABILITY 24
11.13 SURVIVABILITY 24
11.14 FORCE MAJEURE 24
11.15 NO IMPLIED WAIVER OF PROVISIONS 24
11.16 FUNDING DISCLAIMERS AND LABELING 24
11.17 MEDIA RELEASES 25
11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS 25
11.19 SOVEREIGN IMMUNITY 25
11.20 ENTIRE CONTRACT AND MODIFICATION 25
11.21 COUNTERPARTS 25
11.22 PROPER AUTHORITY 26
11.23 E-VERIFY PROGRAM 26
11.24 CIVIL RIGHTS 26
11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS 27
11.26 DISCLOSURE OF LITIGATION 27
11.27 NO THIRD PARTY BENEFICIARIES 27
11.28 BINDING EFFECT 27

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

"Contract" or "Grant Agreement" means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

"Deliverables" means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

"DSHS" means the Department of State Health Services.

"Effective Date" means the date on which the Grant Agreement takes effect.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Grant Agreement. May also be referred to as "subrecipient" or "contractor" in this document.

"HHSC" means the Texas Health and Human Services Commission.

"Health and Human Services" or "HHS" includes HHSC and DSHS.

"Intellectual Property Rights" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
iv. domain name registrations; and
v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Project" means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

"Signature Document" means the document executed by all Parties for this Grant Agreement.

"Solicitation," "Funding Announcement" or "Request for Applications (RFA)" means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"Solicitation Response" or "Application" means Grantee's full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means the Texas Comptroller of Public Accounts' website relative to travel reimbursements under this Contract, if any.

"Statement of Work" means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement, and as may be amended.

"System Agency" means HHSC or DSHS, as applicable.

"Work Product" means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee's performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.

"Texas Grant Management Standards" or "TxGMS" means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 INTERPRETIVE PROVISIONS

A. The meanings of defined terms include the singular and plural forms.
B. The words "hereof," "herein," "hereunder," and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts (including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
I. Time is of the essence in this Grant Agreement.
J. Prior to execution of the Grant Agreement, Grantee must notify System Agency's designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission, or other error in the Grant Agreement prior to Grantee's execution of the Grant Agreement, Grantee:
    i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
    ii. Shall not contest the interpretation by the System Agency of such provision(s).

No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

2.3 ANCILLARY AND TRAVEL EXPENSES

A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller's *Textravel* guidelines, which can currently be accessed at: https://fmx.cpa.texas.gov/fmx/travel/textravel/

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

2.4 BILLING

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.5 USE OF FUNDS

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

2.6 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

2.7 PROGRAM INCOME

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 NONSUPPLANTING

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.

B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.

B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.

C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement.

ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee may be subject to sanctions and remedies for non-compliance.

iii. If Grantee, within Grantee's fiscal year, expends federal funds awarded of at least $750,000 for audit periods beginning before October 1, 2024 (beginning on or after October 1, 2024, at least $1,000,000), Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.

iv. If Grantee, within Grantee's fiscal year, expends at least $750,000 in state funds awarded or other amount specified in the TxGMS, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.

v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.

vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.

B. Financial Statements.

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

4.3 Submission of Audits and Financial Statements

A. Audits.
Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:
i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements.
Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:
i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. Warranty, Affirmations, Assurances and Certifications

5.1 Warranty

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

i. Repair or replace all defective or damaged work;
ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,
iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

5.2 General Affirmations

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 Federal Assurances

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 Federal Certifications

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.
B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 THIRD PARTY IP

A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.

B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.

C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.

B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
D. Grantee shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.,* laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.
E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
    i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
    ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

7.3 Property Rights upon Termination or Expiration of Contract

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

7.4 Equipment and Property

All equipment and property acquired by Grantee, with funds awarded under this Grant Agreement, are subject to all applicable laws and governing authority including, but not limited to, applicable provisions of 2 CFR 200 and TxGMS. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. Record Retention, Audit, and Confidentiality

8.1 Record Maintenance and Retention

A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives all information required to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes. Grantee shall ensure these same requirements are included in all subcontracts.

B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation, or disputes involving the Grant Agreement are resolved, whichever is later. Grantee shall ensure these same requirements are included in all subcontracts.

8.2 Agency's Right to Audit

A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Grantee shall ensure these same requirements are included in all subcontracts.

B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. Grantee shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Grant Agreement. Grantee shall ensure these same requirements are included in all subcontracts. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Grantee shall produce original documents related to this Grant Agreement.
D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Grant Agreement, including those related to a Subcontractor.
E. Grantee shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 Response/Compliance with Audit or Inspection Findings

A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.
C. Grantee shall include the requirement to provide to System Agency (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this Grant Agreement in any Subcontract it awards. Upon request by System Agency, Grantee shall enforce this requirement against its Subcontractor. Further, Grantee shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

8.4 State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

8.5 CONFIDENTIALITY

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This Article VIII will survive termination or expiration of this Grant Agreement. Further, the obligations of Grantee under this Article VIII will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:
   i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
   ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
   iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
   iv. suspending all or part of the Grant Agreement;
   v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
   vi. recouping payments made by the System Agency to the Grantee found to be in error;
   vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
   viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is obtained;
   ix. withholding release of new grant agreements; and
   x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.

B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.

C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

9.3 TERMINATION FOR CAUSE

A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:

i. Material Breach

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.

B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 INHERENTLY RELIGIOUS ACTIVITIES

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.

B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.

B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.

C. FOR THE AVOIDANCE OF DOUBT, SYSTEM AGENCY SHALL NOT INDEMNIFY GRANTEE OR ANY OTHER ENTITY UNDER THE GRANT AGREEMENT.

10.2 INTELLECTUAL PROPERTY

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

i. THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;
ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR
iii. SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

10.3 Additional Indemnity Provisions

A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.

B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.

C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.

ARTICLE XI. General Provisions

11.1 Amendments

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 No Quantity Guarantees

The System Agency makes no guarantee of volume or usage of work under this Grant Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 Child Abuse Reporting Requirements

A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.

B. Grantee shall use the Texas Abuse Hotline Website located at https://www.txabusehotline.org/Login/Default.aspx as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

11.4 Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards

A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
iii. Applying to all employees and visitors in this designated area; and
iv. Providing for or referring its employees to tobacco use cessation services.

B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 INSURANCE AND BONDS

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 LIMITATION ON AUTHORITY

A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
i. Make public policy on behalf of the System Agency;
ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Grantee shall comply with all laws, regulations, requirements, and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 SUBCONTRACTORS

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

11.10 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 GOVERNING LAW AND VENUE

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 SEVERABILITY

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 SURVIVABILITY

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 FUNDING DISCLAIMERS AND LABELING

A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 MEDIA RELEASES

A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.

B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 SOVEREIGN IMMUNITY

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 ENTIRE CONTRACT AND MODIFICATION

The Grant Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

11.22 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

11.23 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 CIVIL RIGHTS

A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
   ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
   iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
   vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters
E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.

G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail CodeW206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.25 Enterprise Information Management Standards

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 Disclosure of Litigation

A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Grantee's financial condition.

B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 No Third Party Beneficiaries

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 Binding Effect

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

TEXAS Health and Human Services | Texas Department of State Health Services

Fiscal Federal Funding Accountability and Transparency Act (FFATA)

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why*.**

Legal Name of Contractor:	**FFATA Contact: (Name, Email and Phone Number):**
City of Laredo	Richard A. Chamberlain; rchamberla@ci.laredo.tx.us; 956-791
Primary Address of Contractor:	**Zip Code: 9-digits required www.usps.com**
1110 Houston St.; Laredo, TX 78040	78040-8019
Unique Entity ID (UEI): This number replaces the DUNS www.sam.gov	**State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits:**
HWX7C56NNUV1	174-6001573-2021

Printed Name of Authorized Representative:	**Signature of Authorized Representative**
Richard A. Chamberlain	DocuSigned by: Richard A. Chamberlain 560DE9B5AD914CA...
Title of Authorized Representative	**Date Signed**
Health Director	April 8, 2026

Docusign Envelope ID: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? Yes [ ] No [X]

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification. If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes [ ] No [X]

B. Certification Regarding Amount of Annual Gross from Federal Awards.
Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes [X] No [ ]

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.
Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes [ ] No [ ]

If your answer is "Yes" to this question, where can this information be accessed?

N/A

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

N/A

Certificate Of Completion

Envelope Id: 64819BBC-CF70-4EE6-93BD-6B67DF265FDE
Status: Sent
Subject: Please sign with DocuSign: HHS001331300014, CITY OF LAREDO, IMM/LOCAL A-3
Source Envelope:
Document Pages: 54
Signatures: 1
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
CMS Internal Routing Mailbox
11493 Sunset Hills Road
#100
Reston, VA 20190
CMS.InternalRouting@dshs.texas.gov
IP Address: 167.137.1.13

Record Tracking

Status: Original
4/8/2026 9:13:22 AM
Holder: CMS Internal Routing Mailbox
CMS.InternalRouting@dshs.texas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Richard A. Chamberlain rchamberla@ci.laredo.tx.us Health Director City of Laredo Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Richard A. Chamberlain 560DE9B5AD914CA... Signature Adoption: Pre-selected Style Using IP Address: 198.135.47.6	Sent: 4/8/2026 9:36:21 AM Viewed: 4/8/2026 10:06:58 AM Signed: 4/8/2026 10:12:06 AM
Joseph Neeb jneeb@ci.laredo.tx.us City of Laredo Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 4/8/2026 10:12:09 AM
Steve Landin selandin@ci.laredo.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Helen Whittington helen.whittington@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Patty Melchior Patty.Melchior@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Imelda M. Garcia ImeldaM.Garcia@dshs.texas.gov Security Level: Email, Account Authentication (None)		

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Haley Reetz haley.reetz@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/8/2026 9:36:19 AM
Lester H. Guerrero lhguerrero@ci.laredo.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/8/2026 9:36:20 AM Viewed: 4/8/2026 10:02:40 AM
CMS Inbox Cmsimmcontracts@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/8/2026 9:36:21 AM

Payment Events	Status	Timestamps

2026-R-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO A CONTINUATION CONTRACT FROM THE DEPARTMENT OF STATE HEALTH SERVICES FOR THE IMMUNIZATIONS LOCAL GRANT PROGRAM IN THE AMOUNT OF $230,491.00 WITH A PROGRAM INCOME OF $125,000.00 FOR A TOTAL AMOUNT OF $355,491.00, WITH NO MATCH FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT FOR THE TERM PERIOD FROM SEPTEMBER 01, 2026 THROUGH AUGUST 31, 2027. FUNDS WILL BE ALLOCATED TO THE LAREDO PUBLIC HEALTH DEPARTMENT FUND – IMMUNIZATIONS LOCAL GRANT.

WHEREAS, The Texas Department of State Health Services continues to contract with the City of Laredo to provide public health and prevention services to the residents of Laredo. The Immunization Action Plan Program was developed to provide immunization services and a community-based strategy for the prevention of potential epidemics of vaccine-preventable diseases. The City of Laredo Health Department Immunization Program has implemented a model immunization program for children, adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children two (2) years of age or younger and has achieved 100% compliance. Over 20,000 people are administered over 43,000 immunizations annually. Protection is for both children and adults against serious vaccine-preventable diseases.

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

Section 1: The City Manager is hereby authorized to accept and enter into a continuation contract from the Department of State Health Services for the Immunizations Local Grant Program in the amount of $230,491.00 with a program income of $125,000.00 for a total amount of $355,491.00, with no match for the City of Laredo Public Health Department for the term period from September 01, 2026 through August 31, 2027. Funds will be allocated to the Laredo Public Health Department Fund – Immunizations Local Grant.

Section 2: Revenue account 226-0000-323-4056 and the expenditure division is 226-6006 with Project Number HEIA18 and Project HEIP02.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2026.

DR. VICTOR D. TREVINO
MAYOR

ATTEST:

MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM
DOANH T. NGUYEN, CITY ATTORNEY

AMBER R. HOLMES
ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/4/2026 **Consent Agenda 48.**

SUBJECT
Authorizing the City Manager to negotiate and execute a professional services annual agreement with AOKA for plan review, inspection, and Building Official services for an initial term of one (1) year, with the option to extend for an additional four (4) years; the agreement shall not exceed $250,000.00 per fiscal year. Funding is available in General Fund-Planning Department-Building Inspections Division.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: High
Supporting goal(s)/policy(ies): Efficient and Responsive Government Services
Summary of alignment: The proposed contract for plan review, inspection, and Building Official services supports the City's goal of providing efficient, responsive, and accessible government services. By supplementing internal capacity with professional consulting support, the City will improve plan review timelines, inspection consistency, and overall service delivery. This approach enhances operational efficiency, reduces delays in permitting processes, and strengthens customer service to residents and the development community, while aligning with the City's objective of modernizing and improving development services.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
On April 7, 2026, the Building and Planning Development Services Stabilization and Modernization Plan to improve consistency, timelines, and service delivery was presented to City Council.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that City Council approve this contract.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Yes
Source of Funds:	Planning & Zoning
Account #:	Various
Change Order: Exceeds 25% Y/N:	No

FINANCIAL IMPACT:
Funding will be available in 101-2120-513-5588.

SUBJECT
Authorizing the City Manager to negotiate and execute a professional services agreement with AOKA for plan review, inspection, and Building Official services for an initial term of three (3) years, with the option to extend for an additional two (2) years; the agreement shall not exceed $250,000.00 per fiscal year.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: High
Supporting goal(s)/policy(ies): Efficient and Responsive Government Services
Summary of alignment: The proposed contract for plan review, inspection, and Building Official services supports the City's goal of providing efficient, responsive, and accessible government services. By supplementing internal capacity with professional consulting support, the City will improve plan review timelines, inspection consistency, and overall service delivery. This approach enhances operational efficiency, reduces delays in permitting processes, and strengthens customer service to residents and the development community, while aligning with the City's objective of modernizing and improving development services.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
On April 7, 2026, the Building and Planning Development Services Stabilization and Modernization Plan to improve consistency, timelines, and service delivery was presented to City Council.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that City Council approve this contract.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Yes
Source of Funds:	Planning & Zoning
Account #:	Various
Change Order: Exceeds 25% Y/N:	No

FINANCIAL IMPACT:
Funding will be provided through transfers from other expense accounts.

Statement of Qualifications for the City of Laredo

AOKA

Prepared for:

Joseph Neeb, CPM	Ramon Chavez
City Manager	Assistant City Manager

Cover Letter

Joseph Neeb, CPM (City Manager)
Ramon Chavez (Assistant City Manager)

City of Laredo

Aoka is pleased to present our Statement of Qualifications for building department services to the City of Laredo. Our staff have a minimum of ten (10) years of experience and include twelve (12) ICC certified MCPs, TSBPE licensed plumbing inspectors, and other ICC certified professionals. Aoka can perform plan review and inspection services in accordance with all building codes and amendments adopted by City of Laredo. Aoka also provides other building department services, including instruction of several ICC Certified training courses.

We excel at leveraging technology and providing completely digital plan review services, for timeliness and efficiency. We are experienced in integrating with all major municipal software systems and, we also offer our VertexPlans (TM) file sharing platform for quick and easy file submission and retrieval. Our clients have found these offerings save time and reduce expenses for their jurisdiction and the citizens they serve, while also improving their overall customer service.

We perform services for commercial, single-family residential, multi-family residential, and industrial projects in numerous municipalities throughout the State of Texas and the United States. We hope to add City of Laredo to our list of highly satisfied clients.

At Aoka, we value high-quality customer service, timely job completion, quality work, and cost-competitive solutions. When you choose Aoka you will receive:

- Outstanding customer service and communication
- Licensed, certified, and experienced professional team members
- Technology driven processes – ensuring timely, accurate, and efficient project completion
- Industry leading turnaround times
- Detailed and thorough digital record generation, and delivery
- Cost-effective and unrivaled quality performance

Sincerely,

Ganesh Chapagain
CEO

Rocky Rodriguez
Business Development Manager
713-962-0889

Capability Statement

Core Services

Building Plan Review and Inspections: Integrated plan review and inspection services for residential, commercial, multifamily, and industrial projects. We ensure compliance with Texas-adopted codes and local ordinances, offering industry-leading 3–10 day turnaround times and optional virtual inspections to improve efficiency and reduce costs.

Fire and Life Safety Services: Our team includes ICC/TCFP certified fire marshals and NFPA certified fire plans examiners who perform comprehensive reviews and inspections of fire suppression systems, alarm systems, and more to ensure compliance with local fire safety regulations.

Planning and Zoning Services: We support jurisdictions with professional planning and zoning services, including development application review, zoning and land use analysis, plat and site plan review, and coordination with applicants to ensure compliance with local ordinances and comprehensive plans. Our team helps streamline approvals while maintaining consistency, transparency, and defensible planning decisions.

Public Works and Civil Services: We provide the highest level of civil plan review and inspection services, covering everything from paving and lot grading to stormwater plans and public works permits.

Health and Safety Services: Our Texas Registered Sanitarians perform rigorous inspections of food establishments, public pools, and spas to prevent health risks and ensure public safety according to local health codes.

Facility Assessments: Our ICC-Certified Building Officials evaluate existing structures for integrity, compliance, and safety. Our concise reports inform capital improvement planning, renovations, and due diligence, guiding maintenance and upgrades.

Emergency Response and Preparedness Services: Our team mobilizes quickly for expedited inspections, damage assessments, and permitting after disasters. We partner with jurisdictions to develop resilient plans, protocols, and response strategies.

ICC Certified Training Services: Aoka, a Preferred ICC-Certified Trainer, offers tailored programs for building officials, inspectors, and plan reviewers. Led by ICC-certified instructors and MCPs, our courses span all ICC codes and support CEUs, onboarding, and certification goals.

Ordinance Review & Drafting Support: Assisting jurisdictions in reviewing, updating, and drafting building codes and code enforcement ordinances to ensure alignment with current ICC standards, local needs, and legal requirements.

Past Performance

- Single-family, multi-family, commercial, and industrial project experience throughout the United States.
- Active multi-family housing inspections in a $10M, nine state contract for Housing and Urban Development.
- On-going, nation-wide contract performing construction inspection services for HUD's Office of Healthcare Programs.
- Inspection services for Texas Parks and Wildlife.
- Supporting municipal mixed-used development and School Districts/ISD bond projects across the State of Texas.

Differentiators

- Highly Qualified Staff:
  - Our team includes ICC Master Code Professionals (MCPs), ICC Certified Building Officials, AICP-Certified Master Planners, and NFPA/TCFP Fire Marshals ensuring exceptional expertise and reliability.
- Industry-Leading Plan Review Turn-Around Times:
  - Residential Projects: 5-day turnaround
  - Commercial Projects: 10-day turnaround
- Next-Day Inspection Scheduling & Services
- Certifications and Licenses:
  - 8(a) Certified
  - SBE+ Certified

All Codes | One Partner AOKA

Aoka is an Approved BuyBoard Purchasing Cooperative Vendor

AOKA

Common Challenges

PROBLEMS WE SEE

Staffing Issues - No Backups

History gets lost. Rework increases. When one person is out, everything slows down.

Certification Gaps Across Staff

Some reviews and inspections simply can't be fully covered in-house.

Varying Permit Volume

Spikes in residential and commercial activity stretch already-thin teams.

Outdated Ordinances & Tools

Legacy ordinances and disconnected tools slow reviews and create inconsistency.

No Standardized Process

Inconsistent submittals, handoffs, and QA create friction for staff and applicants.

HOW AOKA DELIVERS

Texas Team, Regional Offices

You get named city contacts in your region—people who pick up the phone and show up.
Result: Faster answers, fewer back-and-forth, smoother council updates.

Industry-Leading Turnarounds

Plan reviews in 5 business days. Rechecks in 3 days. Inspections within 24 hours.
Result: Contractors stay on schedule. Councils stop hearing about delays.

Start Tomorrow — No RFP

Risk-free pilot. No RFP. No long commitment.
Result: Start fast—scale with confidence. (BuyBoard approved.)

VertexPlans™: Built for Cities

Digital submittals, real-time status, mobile inspections, audit-ready trail, basic analytics.
Result: Clear visibility for staff & applicants. Cleaner rechecks & records.

All Codes, One Partner

Building/MEP, Fire & Life Safety, Public Works/Civil, Health, Code Enforcement, CBO, P&Z, Emergency Response, ICC Training.
Result: One scope. One schedule. One accountable team.

Your Dedicated AOKA Team

Aoka's Leadership Team

Ganesh Chapagain

CEO and Founder

Dan Kelly, MCP, CBO

Vice President of Operations

Rocky Rodriguez

Business Development Manager

Your Local Team

Will Dalrymple *

Building Official

Lupe Benavides *

Client Success Manager

Victor Moreno

Health Inspector

Andrew Flores

Fire Inspector

Belinda Tarver

Building Inspector W/ MED GAS PLUMBING INSPECTOR –

Scope of Services

Aoka provides our services using a tri-fold approach - utilizing an established process that is centered on technology and the expertise of qualified and licensed professionals.

We have extremely qualified plan examiners, inspectors and professional engineers on staff who have ICC certifications and/or licenses in their respective disciplines as well as decades of experience in institutional, residential, multi-family, commercial, municipal, and industrial projects. This includes ten (10) Master Code Professionals, the highest designation for code professionals and ten (10) ICC Certified Building Officials. Our trained staff has in-depth code knowledge and can review varying levels of plans as well as solve any complex code problems that may arise. We pride ourselves on the quality of our work including detailed comments which reference and quote the relevant code.

We also have an established process centered on technology that reduces inefficiencies and allows us to turn plans around in industry leading response times. We leverage technology to provide easy uploading of documents, digital plan examination, easy communication with contractors/homeowners, and quick inspection reporting.

More details about our services can be found below:

Building/MEP Plan Review

Our building plan review service ensures building safety, all while helping contractors meet their construction goals. When a contractor submits a drawing of their building to us digitally, ICC professionals well versed in building safety codes will review it to ensure what is being planned to build is safe. We provide building plan review services at industry leading turn around times of 3-10 days. With our expert plan review staff supported by our technology centered process, plans are reviewed accurately and timely.

All plans are eligible for electronic submission. The process is as follows:

- The jurisdiction intakes the permit application with design documents.
- The project is submitted to us through the jurisdictions own system or through an easy upload into Aoka's VertexPlans website.
- Aoka's project manager is notified as soon as the plan design documents are uploaded.
- The project manager will assign the project to one or multiple relevant plan examiners.
- The plan examiners will review the design documents.
- The plan examiners upload their plan check report according to the direction of the jurisdiction, either on their system or on Aoka's digital platform, which can be accessed by the jurisdiction in real time.
- The project manager will review the plan check report to ensure quality.
- An email notification will be sent as soon as the plan examination and quality review is completed.
- The managing jurisdiction will be able to access the plan check reports prepared by the plans examiner which can be distributed to the permit applicant. Transparency is key.

Scope of Services

Building/MEP Inspection

Aoka will inspect all residential, commercial, multifamily and industrial projects, to ensure compliance with all model building codes adopted by the State of Texas and all local ordinances.

Aoka inspectors will:

- Maintain all necessary certificates and licenses.
- Provide the jurisdiction with necessary information to determine what inspections are required for a given application.
- Perform inspections under the direction of Aoka's Building Official.
- Complete inspections timely and courteously.
- Represent the jurisdiction in a professional manner at Planning, Zoning, Building, or Engineering meetings.
- Coordinate inspections with General Contractors, Subcontractors, and Trades as necessary.
- Maintain specific records of completed inspections and inspection reports and transmit them in real time to the jurisdiction.
- Assist in complaint investigations, hazardous building inspections, and assist the jurisdiction in prosecuting violations.
- In addition to on-site inspections, Aoka offers an optional virtual inspection process. Virtual inspection increases efficiency and reduces costs, and we adhere to all ICC's virtual inspection guidelines.

Aoka provides ICC-compliant remote virtual inspections for residential, commercial, multifamily, and industrial projects in accordance with Texas-adopted model codes and local ordinances, following guidance from the International Code Council (ICC).

How It Works

- Inspections are performed by ICC-certified, Texas-licensed inspectors with an average **15+ years of field inspection experience.**
- Inspections are conducted using **VertexPlans™**, Aoka's state-of-the-art virtual inspection and documentation platform.
- Contractors receive a secure inspection link via text at the scheduled time for live video and audio inspection.
- Location, permit number, and address are verified using geotagging and permit validation.
- Inspectors direct the contractor or homeowner to show required elements and may request additional views or clarification.

Documentation & Results

- Inspectors capture photos and video during the inspection for a complete record.
- Inspections may be approved, partially approved, or denied.
- If conditions cannot be adequately verified remotely, an in-person inspection is scheduled.
- Inspection reports, including geotagged data, images, and comments, are automatically shared with the jurisdiction and applicant through VertexPlans™.

Why Cities Use It

Virtual inspections reduce turnaround time, provide on-demand service, maximize coverage, expand inspector availability times, and maintain full ICC life-safety compliance — without compromising inspection quality or accountability.

Scope of Services

Planning & Zoning Services

Aoka offers Planning & Zoning Services to assist municipalities in managing land use, guiding responsible development, and maintaining compliance with local ordinances. Our team supports a range of functions including site plan and subdivision review, zoning verification, ordinance development and updates, and variance or special use case processing. We also provide staff augmentation and long-range planning assistance to help jurisdictions meet growth demands and improve efficiency. Aoka's planners work as an extension of your department, ensuring streamlined approvals, clear communication with applicants, and a consistent approach to sustainable community development.

Ordinance Review & Drafting Support

Aoka assists municipalities in the development, review, and drafting of building and code enforcement ordinances. Our team works closely with local officials to assess existing regulations, identify areas for improvement, and ensure alignment with current ICC standards, state requirements, and best practices. Whether adopting new building codes, updating existing policies, or creating enforceable compliance procedures, Aoka delivers ordinances that are clear, enforceable, and tailored to each jurisdiction's unique priorities. This service helps cities maintain consistency, enhance enforcement, and stay proactive in managing growth and public safety.

Public Works/ Civil Plan Review and Inspection

Aoka provides the highest-level of civil plan review and inspection services. Our staff has performed civil plan review for private subdivisions and development improvement plans for both on-site and public right-of-way improvements. Our review/inspections include, but are not limited to:

- Paving
- Street Sign and Sidewalk
- Lot Grading
- Street Lighting
- Retention Pond
- Water Layout
- Drainage / Storm Sewer
- Erosion Control
- Sanitary Sewer
- Public Works Permit Service
- Stormwater Plan Review and Inspection
- Floodplain Manager Service

Scope of Services

Fire Protection Plan Review and Inspection

Aoka can provide fire and life safety plan review and inspection services. Our staff include ICC certified fire marshals and NFPA certified fire plans examiners who have performed comprehensive fire and life safety reviews. With proficiency in virtually all types of construction and occupancies, our team will review fire sprinkler system plan, fire alarm plan, fire suppression system plan, CO2 system plan, and fuel storage tank plan. Aoka can check for allowable height and area, fire restrictive construction, means of egress, fire access, hazardous materials, and smoke management systems.

ICC Certified Training Services

Our Certified Building Official can provide on-site training services to your residents and contractors regarding all aspects of the permit submission, review, and inspection processes. We can also create informational materials and other documentation guiding the applicant through the entire permitting process.

Health Inspection Services

Food Inspection

Aoka utilizes rigorous inspection techniques to identify problems, educate restaurant owners and solve sanitation problems before they lead to an outbreak scenario. We use HACCP principles which focus on temperature control, cross-contamination, and employee hygiene. Inspections will be performed by Texas Registered Sanitarian.

Plan Review of Food Establishments

Aoka can catch potential problems before they occur and ensure proper layouts for sanitation and cost-effective operation. Prior to the completion of the project, we will confirm compliance with health department regulations, manufacturing specifications, equipment condition, and installation.

Public Pools and Spas Inspection

Inspections of public aquatic facilities is an important tool in preventing recreational water-associated illness and injury. An inspection of a public aquatic facility is an assessment of whether its operation and maintenance meet the standards set in a jurisdiction's public health code. Aoka will enforce Texas Administrative Code for public swimming pools and spas.

Other Available Services

- Permit staff augmentation
- Plan review software

Scope of Services

Emergency Response and Preparedness Services

As a true partner, Aoka offers specialized Emergency Response and Emergency Preparedness services. Our team is prepared to mobilize rapidly in the aftermath of natural disasters, infrastructure failures, or other emergencies, providing support through expedited inspections, damage assessments, and permitting assistance. We also work proactively with jurisdictions to develop resilient emergency preparedness plans, including pre-event inspection protocols, continuity of operations planning, and scalable response strategies. These services help ensure public safety, minimize service disruption, and support swift community recovery.

Facility Assessments

Aoka provides comprehensive Facility Assessments for aging or existing structures, conducted by our highly experienced ICC-Certified Building Officials. These assessments are designed to evaluate structural integrity, code compliance, safety conditions, and overall functionality. Whether supporting capital improvement planning, renovation efforts, or due diligence, our detailed reports offer actionable insights to help jurisdictions and facility owners make informed decisions regarding maintenance, upgrades, or redevelopment.

Code Enforcement Services & Training

Aoka offers Code Enforcement Services to support municipalities in maintaining safe, healthy, and compliant communities. Our services include field inspections, enforcement of local codes and ordinances, violation documentation, and public education on compliance requirements. In addition, we provide specialized training for prospective Code Enforcement Officers, designed to prepare individuals for certification and effective field performance. All training is delivered by experienced, ICC-certified professionals who bring real-world insight and best practices to every session.

Certified Building Official Services

Aoka provides full-service ICC-Certified Building Official support, including the development, administration, interpretation, and enforcement of all adopted codes and policies. Our experienced CBOs can lead or supplement your Building Department, offering code guidance, process improvements, policy updates, and staff support. Acting as an extension of your team, we ensure consistency, efficiency, and compliance across all building safety operations.

Scope of Services

On-Site Sewage Facilities Services

Aoka provides comprehensive On-Site Sewage Facilities (OSSF) Services to support the permitting, maintenance, and construction oversight of decentralized wastewater systems, including septic systems. Our team ensures full compliance with all applicable TCEQ regulations and local codes. In addition to direct field services, Aoka assists municipalities and local jurisdictions in becoming authorized agents of the Texas Commission on Environmental Quality (TCEQ), empowering them to manage and enforce their own OSSF programs. We also handle OSSF-related public complaints and ensure timely resolution through documented inspections and expert regulatory guidance. These services are ideal for rural or underserved areas where centralized sewer systems are not viable, ensuring environmental safety and public health across all communities.

Availability & Turnaround Timelines

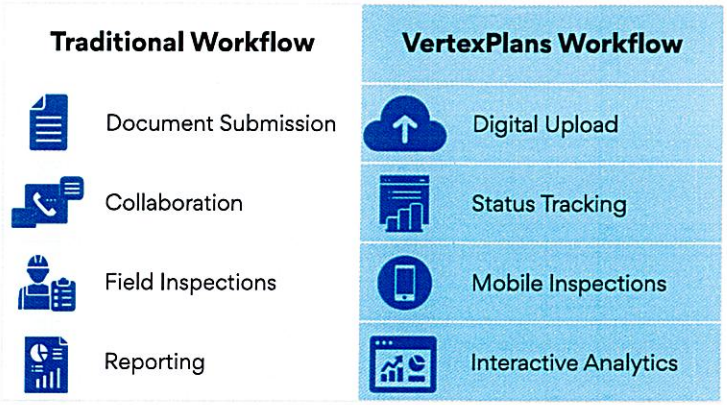
At Aoka, we understand that time is one of the most critical factors in development and construction. Our operations are built around efficiency, responsiveness, and precision, and we pride ourselves on delivering industry-leading turnaround times across all service areas. Leveraging our fully digital workflows, deep expertise, and experienced team of certified professionals, we minimize delays and keep projects moving forward. Additionally, our services in Emergency Response, Facility Assessments, Code Enforcement, Planning & Zoning, and Certified Training are delivered with equal attention to urgency and quality. We customize schedules based on client needs and project scope, ensuring timely responses even under compressed timelines or emergency conditions. Our digital-first approach, integration with major municipal platforms, and our proprietary VertexPlans™ system further streamline communication, document handling, and service delivery—reducing bottlenecks and maximizing productivity for your staff and the communities you serve.

Plan Review (<$5M valuation)	→	within 5 business days
Plan Review (>$5M valuation)	→	within 10 business days
Plan Review Rechecks	→	within 3 business days
Inspections	→	within 24 hours

Technology Services

Vertex Plans

VertexPlans™ is Aoka's proprietary, cloud-based digital platform designed specifically to transform and optimize the municipal workflow for plan reviews, permitting, inspections, and compliance management. Built with the direct input of engineers, inspectors, and municipal staff, VertexPlans™ delivers an intuitive, streamlined experience that significantly improves efficiency, transparency, and collaboration at every step.



Real-Time Collaboration & Workflow Automation
VertexPlans™ facilitates real-time collaboration, enabling seamless interaction between applicants, municipal reviewers, and field inspectors. Its automated workflows dramatically reduce manual processing, minimize errors, and accelerate project turnaround times. Email notifications keep stakeholders updated on key events, and basic dashboards provide at-a-glance status and activity.

Mobile Inspection
VertexPlans™ equips inspectors and municipal teams with on-the-go access to inspection information, ensuring inspections are completed swiftly, accurately, and documented digitally.

Enhanced Security and Compliance
Security is central to VertexPlans™, which incorporates comprehensive access controls, robust data encryption, and detailed audit trails. Municipalities can confidently manage sensitive documentation, maintain compliance with regulatory standards, and achieve greater accountability across all stages of project management.

Analytics & Reporting
VertexPlans™ currently provides analytics to track activity at a glance—such as monthly project trends by service type (Plan Review & Inspection, Inspection Only, Plan Review Only, No Plan Review & Inspections) and a simple summary of projects by team member. These dashboards help teams quickly review workload and progress. More advanced analytics and deeper reporting are planned for future releases.

Dedicated Support & Continuous Improvement
Aoka's commitment to excellence extends beyond technology. VertexPlans™ is backed by our dedicated customer support team, ensuring seamless adoption, responsive troubleshooting, and ongoing platform enhancements driven by user feedback and evolving municipal needs.

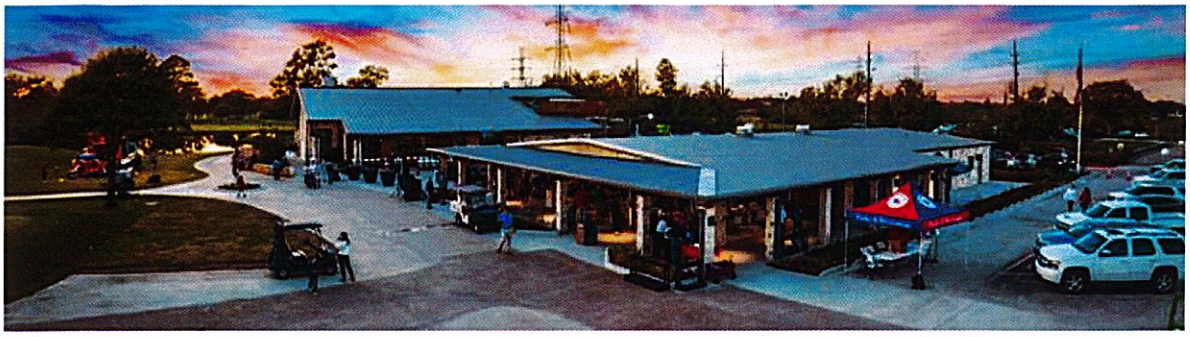
VertexPlans™ sets a new benchmark in municipal technology, ensuring projects progress smoothly, meet compliance standards, and consistently deliver exceptional outcomes for communities and stakeholders alike.

References

City of Brownsville, Texas	
Scope:	Building Plan Review and Inspection
Client Contact:	Omar Ochoa: Building Official 956-551-9096, omar.ochoa@brownsvilletx.gov
City of Eagle Pass, Texas	
Scope:	Building, Civil, and Fire – Plan Review and Inspection
Client Contact:	Placido Madera: Development Director 830-671-2775, placido.madera@eaglepasstx.us
City of Del Rio, Texas	
Scope:	Building and Fire Plan Review and Inspection
Client Contact:	Janice Pokrant: Planning and Zoning Director 830-703-5384, janice.pokrant@cityofdelrio.com
City of Alice, Texas	
Scope:	Building Plan Review and Inspection
Client Contact:	Cynthia Carrasco, Mayor 361.668.7210, cynthia.carrasco@cityofalice.org
City of Lytle, Texas	
Scope:	Building Plan Review and Inspection
Client Contact:	Rosario Quintero: Building Permit 830-709-3692, rosario.quintero@lytletx.org
City of Carrizo Springs, Texas	
Scope:	Building Plan Review and Inspection
Client Contact:	Azalia Garcia, City Manager 830-255-6369, a.garcia@cityofcarrizo.org

Verified Results Across Texas

City of Jersey City, Texas



Challenge: After the prior vendor's acquisition, service quality slipped—no local presence, hard to reach staff, and rising tech/service costs.

What We Did: Stood up a dedicated Texas team with a Master Code Professional (MCP) building official on weekly on-site visits; rolled out the VertexPlans™ workflow.

Impact: Lowered ISO rating (better premiums), improved customer experience, and reduced monthly costs.

Client Contact: Miesha Johnson, Community Development Manager
(713) 466-2100, mjohnson@jerseyCitytx.com

" The City of Jersey City, Texas trusted us with 100% of their plan reviews and inspections. In 60 days: early bumps handled, review times down, productivity up. This is Aoka's standard—responsive staff, ICC-certified eyes on every submittal, and total visibility in VertexPlans. If your city is tired of delays, backlog, or 'we'll get to it,' you don't need another vendor. You need a partner who owns it with you. That's Aoka."

- Miesha Johnson
Community Development Manager

Verified Results Across Texas

City of Glenn Heights, Texas

Challenge: Rapid growth required consistent plan review and inspection coverage to support safe, organized development.

What We Did: Served as Boyd's exclusive partner for plan review and inspections, delivering clear, code-cited comments, predictable turnaround times, and coordinated support for builders and city staff.

Impact: Development remained organized, compliant, and on schedule—supporting continued growth while maintaining confidence across projects.

Client Contact: Bester Munyaradzi, Director of Planning & Development Service
972-223-1690, bmunyaradzi@glennheightstx.gov

Verified Results Across Texas

City of Alice, Texas

Challenge: In-house inspection lacked full licensure coverage (e.g., plumbing/commercial), manual processes, and no software—hard on staff, contractors, and citizens.

What We Did: Provided licensed inspectors & plan reviewers across all trades; transitioned to online permitting with a contractor portal via VertexPlans™.

Impact: 30 inspections/month, applications online (no City Hall trips), staff bandwidth up, and work performed in accordance with laws and regulations.

Client Contact: Cynthia Carrasco, Mayor
361.668.7210, cynthia.carrasco@cityofalice.org

City of Cameron, Texas

Challenge: No building official; industrial workload (refinery projects); major backlog (Charlotte Pipe).

What We Did: Assigned a dedicated MCP building official and on-demand plans examiners.

Impact: 23 projects executed over two years; backlog cleared in two weeks.

Client Contact: Ricky Tow, City Manager
254-697-6646, rtow@camerontexas.net

Verified Results Across Texas

City of Carrizo Springs, Texas

Challenge: Couldn't hire/retain staff; fee schedule had gaps and was hard to apply.

What We Did: Became the full department (planning & zoning, building, public works, fire); completed plan review, inspections, approvals; performed a fee analysis and aligned to Texas averages.

Impact: Lowered ISO rating, a complete fee suite in line with the state, and freed staff to focus on other priorities—peace of mind and consistent enforcement.

Client Contact: Azalia Garcia, City Manager
830-255-6369, a.garcia@cityofcarrizo.org

City of Lytle, Texas

Challenge: Limited inspection availability, aging in-house staffing, and increasing development activity.

What We Did: Provided licensed inspection and plan review support to supplement city staff and support ongoing growth.

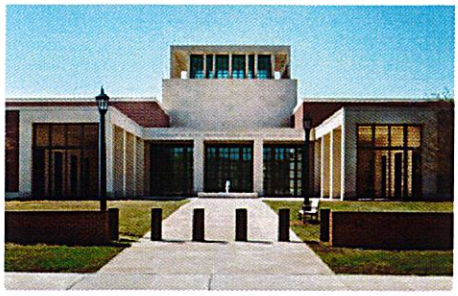
Impact: Improved inspection coverage and continuity, enabling the City to manage development demands without staffing disruption.

Client Contact: Matthew Dear, Police Captian
210-557-9124, matthew.dear@lytletx.org

Sample Projects

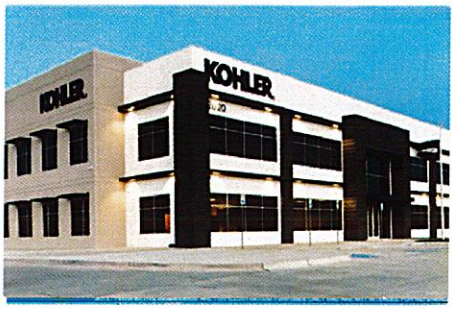
George W. Bush Library

Location: University Park, TX
Sq. Ft.: 226,000
Description: The George W. Bush Presidential Library is a three-story building situated on a 23-acre site on the campus of Southern Methodist University. The facility encompasses over 226,000 total square feet. We are known for our excellent work across industries including the education sector.



Kohler Distribution Center

Location: Desoto, TX
Valuation: $45M
Sq. Ft.: 1,400,000
Description: The Kohler Distribution Center in Desoto, Texas is a 1.4M square feet of commercial space. Our detailed plan review of this center with a valuation of $45M is a prime example of our commercial plan review and inspection capacities.



Bagley Tractor & Equipment

Location: Longview, TX
Date: 2023
Valuation: $46M
Sq. Ft.: 21,651
Description: Review consisted of plans to construct a new 21,651 sq/ft convenience store. Review consisted of building (structural and non-structural), mechanical, electrical, plumbing, and energy design documents.

Hyatt Place Hotel

Location: Eagle Pass, Texas
Date: 2024
Valuation: $9.6M
Sq. Ft.: 17,000
Description: Inspection and plan amendment review of an all-suite extended stay hotel comprising 100 guest rooms, conference rooms, swimming pool, fitness center, and hotel bar.

Sample Projects

City of Natalia - Baseball & Softball Fields Project

Location: Natalia, TX
Date: 2024
Valuation: $1.25M
Sq. Ft.: 17,250
Description: Remodel Natalia ISD High School Baseball & Softball Fields, including new concession stand, dugouts, and field and perimeter lighting. Plan review of a commercial new construction project. Review consisted of building (structural and non-structural), mechanical, electrical, plumbing, accessibility and civil design documents.

City of Eagle Pass - Sports Complex Project

Location: Eagle Pass, TX
Date: 2024
Valuation: $2.5M
Sq. Ft.: 10,000
Description: Steel canopies over the Baseball and Softball bleachers at the Eagle Pass ISD Sports Complex. Plan review of a commercial new construction project. Review consisted of building (structural and non-structural), electrical, accessibility and civil design documents.

City of Port Aransas – New Fire Station

Location: Port Aransas, TX
Date: 2024
Valuation: $10M
Sq. Ft.: 43,000
Description: New city fire station facility. Plan review of a municipal new construction project. Review consisted of building (structural and non-structural), mechanical, electrical, plumbing, accessibility, energy conservation, and fire protection (includes sprinklers) design documents.

City of Pearsall – Frio Regional Hospital

Location: Pearsall, TX
Date: 2025
Valuation: $43M
Sq. Ft.: 13,000
Description: $43M regional hospital expansion. Plan review and inspection services including civil, building, and life safety. Review of construction documents and inspections for structural and non-structural elements, mechanical, electrical, plumbing, accessibility, energy conservation, and fire protection.

Fee Schedule

Residential Construction Building Plan Review and Inspection

Residential Construction	
Square Footage (SF)	**Permit Fee**
0-1,500 SF * ALL INCLUSIVE.	$777.15 up to 3 plan reviews & all building + MEP inspections.
1,500-10,000 SF	$777.15 for the first 1,500 SF plus $0.35 for each additional SF to and including 10,000 SF
Over 10,000 SF	$3,723.5 for the first 10,000 SF plus $0.15 for each additional SF over 10,000 SF
Residential Remodel, Addition and Alteration	**Permit Fee**
Addition to Existing	$700
Remodel with Mechanical, Electrical, or Plumbing	$650
Remodel - No Mechanical, Electrical, or Plumbing	$300
Accessory Building(s) with Mechanical, Electrical, or Plumbing	$650
Accessory Building - No Mechanical, Electrical, or Plumbing	$300

Backup Inspection Fees	
Trade (Inspections Only)	**Permit Fee**
Residential Building Mechanical, Electrical, Plumbing, & Fuel/Gas	$70.00 per address/building
Commercial Building Mechanical, Electrical, Plumbing, & Fuel/Gas	$90.00 per address/building
Short-Term Rental (STR) Inspections	$120 per address/building

Additional Notes:

- Plan Review includes an initial and second and third review - as necessary. Subsequent review (if needed) will be billed at an additional hourly rate of $90 with a prior approval from the city.
- Expedited plan review fee: 150% of the regular plan review fee. 2

→ NO TIME I DEADLINED BUT W/ DO AS FAST AS POSSIBLE

Fee Schedule

Ex: 10,000,000 valuation $13,035. up to 3 plan reveal & all inspection

Commercial Services

Commercial and Multi- Family Construction Plan Review

Valuation	Proposed Fee
$1.00 to $10,000.00	$49.50
$10,001.00 to $25,000.00	$69.21 for the first $10,000.00 plus $5.31 for each additional $1000.00
$25,001.00 to $50,000.00	$149.55 for the first $25,000.00 plus $3.86 for each additional $1000.00
$50,001.00 to $100,000.00	$246.10 for the first $50,000.00 plus $2.67 for each additional $1000.00
$100,001.00 to $500,000.00	$380.03 for the first $100,000.00 plus $2.14 for each additional $1000.00
$500,001.00 to $1,000,000.00	$1,238.45 for the first $500,000.00 plus $1.82 for each additional $1000.00
$1,000,001.00 and up	$2,145.04 for the first $1,000,000.00 plus $1.21 for each additional $1000.00

Building MEP & reinspection NOO FIRE

13,035,000.04 → includes up to 3 plan reviews.

Commercial and Multi- Family Construction Inspections

Valuation	Proposed Fee
$1.00 to $10,000.00	$76.15
$10,001.00 to $25,000.00	$107.67 for the first $10,000.00 plus $8.32 for each additional $1000.00
$25,001.00 to $50,000.00	$232.41 for the first $25,000.00 plus $6 for each additional $1000.00
$50,001.00 to $100,000.00	$382.39 for the first $50,000.00 plus $4.16 for each additional $1000.00

Fee Schedule

$100,001.00 to $500,000.00	$590.29 for the first $100,000.00 plus $3.32 for each additional $1000.00
$500,001.00 to $1,000,000.00	$1920.85 for the first $500,000.00 plus $2.83 for each additional $1000.00
$1,000,001.00 and up	$3331.6 for the first $1,000,000.00 plus $1.87 for each additional $1000.00

Miscellaneous Plan Review & Inspection Fees

Type	Permit Fee
Solar Permit (Plan Review and Inspection)	$500 per permit
Irrigation Permit (Plan Review and Inspection)	$175 per permit
In-Ground Swimming Pool Permit (Plan Review and Inspection)	$500 per permit
Manufactured/Mobile Homes (Plan Review and Inspection)	$500 per permit

Fire Services

Commercial & Multi-Family Fire Plan Review (Fire Alarm & Sprinkler Systems)

Valuation	Fee, Each System
Less than $6,250.00	$200.00
$6,250.00 to $250,000.00	$300.00
$250,001.00 to $500,000.00	$425.00
$500,001.00 to $1,000,000.00	$550.00
$1,000,001.00 to $3,000,000.00	$800.00
$3,000,001.00 to $6,000,000.00	$1,200.00
$6,000,000 and up	$1,200.00 plus $0.38 for each additional $1000.00

Fee Schedule

Commercial & Multi-Family Fire Inspections (Fire Alarm & Sprinkler Systems)	
Valuation	**Fee, Each System**
Less than $6,250.00	$300.00
$6,250.00 to $250,000.00	$425.00
$250,001.00 to $500,000.00	$525.00
$500,001.00 to $1,000,000.00	$675.00
$1,000,001.00 to $3,000,000.00	$950.00
$3,000,001.00 to $6,000,000.00	$1,425.00
$6,000,000 and up	$1,425.00 plus $0.38 for each additional $1000.00

Miscellaneous Fire Related Items	
Miscellaneous Fire Related Items	**Hourly rate**
Underground Fire Code Plan Review	$90
Fuel Storage Tank Plan Review	$90
Underground Fire Code Inspection	$120
Fire Extinguisher Inspection	$120
Fuel Storage Tank Inspection	$120
Annual Fire Safety Inspection	$150

Fee Schedule

Public Works / Civil Services	
Additional Public Works & Civil Services	**Hourly rate**
PW/CS Project Management	$120 per hour
PW/CS Inspection	$90 per hour
PW/CS Plan Review	$120 per hour
PW/CS Ordinance Review & Drafting	$120 per hour

Drainage / Stormwater / Flood Control Permits	Fee
Stormwater Management Services Stormwater discharge / Dewatering permit during construction	$200 – Small sites (≤1 acre) $350 – Medium sites (1–5 acres) $500 – Large sites (5–20 acres) $750 – Very large sites (>20 acres) $150 – Dewatering review add-on
Floodplain Management Services Floodplain development permit / flood control structure permits (Plan review only)	$750 base + $150/acre

Health Services		
Annual Health Inspections		
Services	**Fee per Establishment**	**Notes**
Standard Health Inspection	$145	Includes One Routine Annual Inspection
Follow-Up Inspection	$145	Ensures Corrective Actions Have Been Made
Additional Inspections *(As Requested)*	$145	For Voluntary or Pre-Operational Checks
Pool Health Inspection	$145	Includes One Routine Annual Inspection

Fee Schedule

Health Services Plan Review & Approval		
Services	**Fee per Establishment**	**Notes**
New Restaurant Plan Review	$500	Review of Food Safety Plans
Remodel Plan Review	$300	Review of Major Renovations
Mobile Food Unit Plan Review	$250	Covers Food Truck & Temporary Units

Health Services Complaint Investigation & Follow-Up		
Services	**Fee per Establishment**	**Notes**
Complaint Investigation	$400	Includes On-Site Inspection & Report
Follow-Up Visit	$150	Ensures Corrective Actions Have Been Made

OSSF Services	
OSSF Services	**Rate**
OSSF System Plan Reviews & Inspection Services (Per New Installation or System Modification)	$550 per Permit
OSSF Complaint Investigations (For Each Inspection or Re-Inspection)	$175 per inspection
OSSF Inspections of Repairs to Existing Systems (For Each Inspection or Re-Inspection)	$175 per inspection
TCEQ Audits (Includes meeting with TCEQ representative & response to written report and/or any other work pertaining to OSSF Designated Representative duties)	$120 per hour

Fee Schedule

Additional Aoka Services	
Additional Services	**Hourly rate**
Certified Building Official Service	$120+ Travel expenses ≈ $115,000/year
Certified Fire Marshal Service	$120+ Travel expenses
Code Enforcement Officer	$70 per hour
Certificate of Occupancy Inspection (Building)	$120 per inspection
Certificate of Occupancy Inspection (Fire)	$120 per inspection
Emergency Response & Post-Disaster Service	$120 per hour
Facility Assessment Services	$120 per hour
Planning & Zoning Services	$120 per hour
ICC Certified Building Code Training Services	$150 per hour
On-Site ICC Certified Inspector Training Services	10 weeks - 1 day / week, 6 Hours / day $7,200
Virtual ICC Certified Plan Review Training Services	10 weeks - 1 day / week, 2 Hours / day $3,000
Permit Tech Service	Hourly Rate: $50 per hour Weekly Rate: $1125 (25 hours per week)

Fee Schedule

Vertex Plans Software	
City Portal	**Fee Amount**
Aoka provides comprehensive permitting support through its proprietary VertexPlans™ platform. This cloud-based system enables efficient submission, review, plan review, inspection, and permit management for client's permits.	Free

Vertex Plans Software	
Contractor Portal	**Fee Amount**
Permit application fee (paid by the applicant)	$15 per Permit
Stripe Processing Fee (credit cards/ card and digital wallet)	2.9% + 0.30 cents
Stripe Processing Fee (Bank debit and transfers)	0.8% ACH direct debit ($5 Cap)

Vertex Plans System Setup Fees	
Vertex Plans System Set-Up Fees – Setup Tiers	**Fee Amount**

Basic
The basic plan includes:
• **Includes Basic System set up of the software:**
  ○ Team invitation and account provisioning
  ○ Contractor portal configuration
  ○ Inspection module setup
  ○ User access management
  ○ Permit fee handling and setup
• **Includes End-User Training:**
  ○ High-level portal demonstration
  ○ Step-by-step "How-to" PDFs Guided
  ○ "How-to" videos
	$1,000

Fee Schedule

Vertex Plans System Set-Up Fees – Setup Tiers	Fee Amount
Intermediate This plan includes: ○ Everything in Basic System Setup ○ Data Migration from a Legacy System ○ Supported data migration up to 20 GB ○ City must provide data in a standardized format shared by Aoka	$5,000
Advanced This plan includes: • Everything in Intermediate System Setup • Data Migration more than 20 GB • Data Clean-up & Validation ○ Pre-import review and sanitization of client data ○ Remove duplicates, correct formatting, and ensure consistency ○ Validate critical fields (e.g., dates, categories, statuses) • Advanced Data Mapping ○ Custom mapping of legacy fields to new system structure ○ Assistance with translating old data models to new formats ○ Documentation of data mapping rules and assumptions • Backup of Existing Legacy Data before Migration	$15,000

Aoka - Additional Notes
Additional Notes
Please Note: The following services are available across all plans and may incur additional costs based on specific requirements: • Detailed System Training & Onboarding Support - Tailored training sessions and onboarding assistance can be provided. Pricing will depend on the scope and hours needed. • Custom Software Configurations - This includes third-party system integrations and other custom development needs. Pricing will depend on the nature of the work and the engineering hours required. • Extended Post-Onboarding Technical Support - Ongoing technical support beyond the standard onboarding period is available. Details and associated information can be provided upon request.

RESUMES APPENDIX

Resumes of Key Personnel

Please see attached representative resumes on the following pages. Resumes of key personnel include descriptions of relevant experience and detail all certifications held by each individual.

AOKA

Resume

Dan Kelly, M.Eng, MCP, CBO, LEED
Vice President - Operations

30+ Years of Experience

LICENSES/CERTIFICATIONS

International Code Council (ICC)

Certified Building Official
Master Code Professional
Fire Inspector I
Certified Plumbing Code Official
Residential Building Inspector
Plumbing Plans Examiner
Residential Energy Inspector/ Plans Examiner
Combination Plans Examiner
Residential Mechanical Inspector
Commercial Mechanical Inspector
Electrical Inspector
Commercial Combination Inspector
Commercial Energy Inspector
Combination Inspector
Commercial Electrical Inspector
Mechanical Plans Examiner
Building Code Specialist
Plumbing Code Specialist
Mechanical Code Specialist
Electrical Code Specialist
Fire Code Specialist
Commercial Plumbing Inspector
Residential Combination Inspector
Mechanical Inspector
Building Inspector
Certified Electrical Code Official
Certified Mechanical Code Official
Commercial Building Inspector
Certified Building Code Official
Plumbing Inspector
Residential Plumbing Inspector
Residential Electrical Inspector
Accessibility Inspector/Plans Examiner
Electrical Plans Examiner
Building Plans Examiner
Fire Plans Examiner
Fire Inspector II
Texas State Plumbing Inspector
Texas Master Electrician
LEED Green Associate

Work History

Vice President - Operations
Aoka LLC, Fort Worth, TX
2024 – Current

- Leads and coordinates all inspection activities to ensure housing projects comply with state, and local regulations.
- Supervises inspection teams, evaluating housing standards, and
- providing detailed reports to ensure safe, habitable, and sustainable
- living environments.
- Collaborates with stakeholders to address compliance issues and plays

Director of Field Operations – North Texas Region
Bureau Veritas, Inc.
2017 – 2024

- Managed, planned, and directed the field inspection operations; supervised workflow of assigned staff; evaluated work products, methods, and procedures.
- Assisted Central Director of Operations in recruitment and hiring of staff to support the workload.
- Ensured inspections are performed in a timely manner, and in accordance with established procedures.
- Coordinated inspection activities with other departments, divisions, and outside agencies to resolve issues and enhance customer service.

Building Official/Zoning Official
City of Aurora, Texas
2006 – 2022

Aoka Project Experience

- **Park Row Katy Living Multi-Family Homes**

Client: US Dept of Housing and Urban Development
Specifics: 2 buildings comprising 150 total units
Scope: Prepour through Final Inspection services
Contractor: Park Row Katy Living JV/Brownstone Construction LTD

- **Vicksburg City**

Client: US Dept of Housing and Urban Development
Specifics: 5 1-story, 7 2-story building, comprising 100 total units
Scope: Prepour through Final Inspection services
Contractor: Gorman Construction Company

Education

Master of Engineering in Engineering Management
University of Colorado Boulder | GPA: 4.0

Graduate Certificate in Engineering Management
University of Colorado Boulder

Graduate Certificate in Design for the Circular Economy
University of Colorado Boulder

AOKA

Resume

Ronald "Will" Dalrymple, MCP, CBO
Building Official

20+ Years of Experience

LICENSES/CERTIFICATIONS

International Code Council (ICC)

Master Code Professional
Certified Building Official
Combination Plans Examiner
Plumbing Plans Examiner
Mechanical Plans Examiner
Electrical Plans Examiner
Building Plans Examiner
Residential Energy Inspector/Plans Examiner
Fire Plans Examiner
Accessibility Inspector/Plans Examiner
Residential Combination Inspector
Commercial Combination Inspector
Building Code Specialist
Electrical Code Specialist
Mechanical Code Specialist
Plumbing Code Specialist

State Plumbing Inspector License
State Master Electrician License

EDUCATION

Bachelor of Arts: Theater Arts, 1992
Texas State University
San Marcos, TX

Work History

Building Inspector
Aoka LLC, Fort Worth, TX
January 2025 – Current
- Ensures compliance with state and local building codes across residential, commercial, and industrial projects.
- Manages inspection reports and coordinates with contractors, engineers, and city officials to ensure all construction meets safety and structural requirements.

Building Official
City of Converse, TX
October 2023 – December 2024
- Directed building and inspections department, implemented digital systems for electronic permit applications.
- Coordinated comprehensive plan reviews with various city departments, ensuring alignment with 2024 IRC.

Plans Examiner
City of Schertz, TX
March 2018 – October 2023
- Oversaw the permitting department, managing staff and resources during peak periods to maintain workflow efficiency.
- Conducted detailed plan reviews and inspections for diverse projects, including schools, hotels, and residential complexes.

Building Inspector
City of Schertz, TX
September 2016 – March 2018
- Managed and assigned inspection requests, ensuring that all constructions adhered to the approved plans and codes.
- Documented violations, issued compliance notices, and facilitated the resolution of construction issues.

Owner/Operator
Done Right Electric, New Braunfels, TX
July 2003 – September 2016
- Operated a full-service electrical contracting business, managing all facets from customer service to project completion.
- Ensured compliance with National Electrical Code, managing installations and repairs while supervising a team of technicians.

AOKA

Resume

Alison Couch, CBO
Building Official

20+ Years of Experience

LICENSES/CERTIFICATIONS

International Code Council (ICC)

ICC Certified Building Official
ICC Combination Building Inspector

IAPMO Combination Plumbing Inspector
IAPMO Combination Mechanical Inspector

IAPMO

IAPMO Combination Plumbing Inspector
IAPMO Combination Mechanical Inspector

TDLR

Registered Code Enforcement Officer #8802

EDUCATION

Building Inspection Technology Program – Butte College (2003)
Building Officials Leadership Academy – CALBO (2019)
Sacramento Valley Leadership Academy – SACOG (2021)

Work History

Building Official
Aoka LLC, Fort Worth TX
Sep 2025 – Present

Deputy Building Official
City of Temple, TX
Nov 2024 – Apr 2025
- Managed permit-tech team (3) and plan-review staff (2); oversaw intake, review workflow, and software enhancements.
- Represented Building Division in pre-development meetings and monthly builder-association forums.

Planning & Zoning Manager
City of Corsicana, TX
Jan 2024 – Nov 2024
- Ran full Planning & Zoning function; prepared staff reports and presented plats, variances, SUPs, and zoning cases to P&Z Commission and Council.
- Assisted Building Dept. with plan reviews and front-counter permit issuance; supervised limited staff and code enforcement.

Chief Building Official
City of Oroville, CA
Sep 2022 – Dec 2023
- Directed Building Department, inspectors, and third-party contracts; enforced California Title 24 & 25 codes.
- Coordinated cross-department development projects and met regularly with developers.

Acting Chief Building Official
City of Live Oak, CA
Sep 2020 – Sep 2022
- Oversaw Building, Code Enforcement, and Community Development; drafted policies, resolutions, and ordinances for Council approval.
- Managed inter-agency coordination (CalTrans, HCD, Fire, Sheriff) and disaster-recovery plan reviews.

Management Analyst – Community Development
City of Live Oak, CA
Jan 2016 – Sep 2020

Grants & Loans Administrator
City of Live Oak, CA
Jun 2010 – Sep 2022

Building Inspector / Code Enforcement Officer
City of Live Oak, CA
Oct 2003 – Sep 2022

AOKA

Resume

Elias Fernandez, CBO
Building Offical

10+ Years of Experience

LICENSES/CERTIFICATIONS

International Code Council (ICC)

Certified Building Official (CBO)
Certified Commercial Plumbing Inspector
Certified Combination Residential Building Inspector
Certified Residential Building Inspector
Certified Residential Mechanical Inspector
Certified Residential Electrical Inspector
Certified Residential Plumbing Inspector

State of Texas

Licensed Plumbing Inspector #3846 (TSBPE)

EDUCATION

B.S., Criminal Justice – Sam Houston State University

A.A., Behavioral Sciences – San Jacinto College

Work History

Building Official
Aoka LLC, Fort Worth, TX
May 2025 - Present

Assistant Building Official
City of Katy, TX
Oct 2023 - Apr 2025
- Tailor and deploy city-wide permitting & inspection software; author standards, procedures, and training manuals.
- Review commercial & residential plans for code compliance; perform inspections (multi-family, hospitals, airports).
- Supervise 10–14 staff across plan review, inspections, permitting, and code enforcement.

Residential Plans Examiner
City of Conroe, TX
Feb 2023 – Oct 2023
- Reviewed residential building plans; conducted residential & commercial plumbing inspections.
- Advised customers on field inspection outcomes and corrective actions.

Licensed Plumbing & Combination Residential Inspector
City of Conroe, TX
Jan 2016 – Nov 2020
- Performed mechanical, electrical, plumbing, structural inspections on multi-family, hospitality, and healthcare projects.

Owner / Principal Inspector
Ferngroup Inspection Service
Nov 2020 – Present
- Founded municipal inspection consultancy; developed ordinances, procedures, and staff training; presented to city councils; managed P&L and client relationships.

President of Operations
Synergy Inspection Group
Nov 2020 – Present
- Oversaw company operations, software development, budgeting, client liaison, and training programs for multiple municipal clients.

Combination Residential Inspector
Rick Hanna CBO
Jul 2014 – Jan 2016
- Conducted plan reviews and on-site inspections for structural, electrical, mechanical, and plumbing compliance in new construction.

AOKA

Resume

Belinda C. Tarver
Building Inspector

20+ Years of Experience

LICENSES/CERTIFICATIONS

International Code Council (ICC)
- Residential Building Inspector
- Commercial Building Inspector
- Building Inspector
- Residential Energy Inspector / Plans Examiner
- Residential Plumbing Inspector
- Commercial Plumbing Inspector
- Plumbing Inspector
- Residential Electrical Inspector
- Residential Mechanical Inspector
- Commercial Mechanical Inspector
- Mechanical Inspector
- Residential Combination Inspector
- Disaster Response Inspector
- ICC / AACE Property Manager & Housing Inspector

Texas State Board of Plumbing Examiners
- Plumbing Inspector License — Medical Gas Piping Installation Endorsement

Texas Department of Licensing & Regulation (TDLR)
- Registered Code Enforcement Officer

Associated PHCC of Texas
- Backflow Prevention Assembly Tester

Texas Department of Health
- Emergency Care Attendant

Texas Department of Agriculture
- Non-commercial Pesticide Applicator

National Center for Healthy Housing
- Healthy Homes Specialist

EDUCATION

- Bachelor of Organizational Leadership Texas A&M University (expected Fall 2025)
- Associate of Applied Science – Architectural Drafting

Work History

Building Inspector
Aoka LLC, Fort Worth, TX
Aug 2025 - Current

Building Official
City of Kingsville, TX
2023 – 2025
- Directed permit & inspection program; reviewed plans for code & ordinance compliance.
- Introduced new permit/inspection software; presented substandard-structure cases.
- Managed occupancy compliance, flood-plain support, and staff supervision/reporting.

Building Official
City of South Padre Island, TX
2020 – 2021
- Managed permits/inspections and code-compliance reviews for coastal municipality.
- Liaised with contractors, developers, and the public to resolve compliance issues.

Building Inspector
City of Pearland Community Development, TX
2018 – 2019
- Performed multifaceted residential & commercial inspections; advised customers on results.

Building Inspector
City of Baytown Building Services, TX
2016 – 2018
- Conducted field inspections, educating contractors & homeowners on best-practice compliance.

Building Inspector
City of McAllen Permits & Inspections, TX
2007 – 2016
- Inspected projects at all construction stages; fostered cooperative relationships among inspectors.

Code Enforcement Officer
City of McAllen Health & Code Enforcement, TX
2008 – 2010
- Enforced property-maintenance and health codes; led public education on violation abatement.

Plans Examiner
City of McAllen Permits & Inspections, TX
2006 – 2007
- Reviewed construction plans, issued correction notices, and guided applicants through requirements.

Planning Clerk
City of McAllen Planning & Zoning, TX
2004 – 2006
- Routed development applications; prepared public-hearing notices & agenda packets.

AOKA

Resume

Aaron Alexander Arguello
Building Inspector

15+ Years of Experience

LICENSES/CERTIFICATIONS

International Code Council (ICC)

Residential Building Inspector (B1)
Residential Mechanical Inspector (M1)
Residential Plumbing Inspector (P1)
Residential Electrical Inspector (E1)
Commercial Plumbing Inspector (P2)
Commercial Mechanical Inspector (M2)
Commercial Building Inspector (B2)
Building Plans Examiner (B3)
Plumbing Plans Examiner (P3)
Mechanical Plans Examiner (M3)
Accessibility Plans Examiner / Inspector
Residential Energy Plans Examiner / Inspector
Residential Plans Examiner (R3)

State & Trade

Texas Plumbing Inspector License (I-3613)
Medical Gas Endorsement

EDUCATION

High School Diploma
Wakeland High School, Frisco, TX — June 2010

Work History

Building Inspector
Aoka LLC, Fort Worth, TX
Mar 2022 – Present
- Perform residential and commercial inspections for municipal clients.
- Ensure compliance with building, mechanical, plumbing, and electrical codes.

Building Inspector
City of McKinney, TX
Apr 2021 – Mar 2022
- Conducted full-scope inspections for new construction and remodel projects.
- Verified compliance across all major trades and applicable codes.

Building Inspector
Bureau Veritas, Plano, TX
Feb 2021 – Mar 2021
- Supported municipal inspection backlog through short-term assignment.

Building Inspector
City of Frisco, TX
Mar 2016 – Feb 2021
- Performed residential and commercial inspections; advanced to Senior Building Inspector.
- Provided guidance to contractors and ensured compliance with adopted codes.

Utilities / Water Maintenance Roles
City of Frisco, TX & Town of Prosper, TX
Oct 2010 – Mar 2016
- Maintained water meter systems and municipal utilities infrastructure.
- Developed foundational field experience in inspections, safety, and customer service.

AOKA

Resume

Joseph Moore, MCP, CBO, CFM
Senior Plans Examiner

30+ Years of Experience

LICENSES/CERTIFICATIONS

International Code Council (ICC)

Mechanical Code Specialist
Building Code Specialist
Master Code Professional
Accessibility Inspector/Plans Examiner
Residential Mechanical Inspector
Certified Building Official
Commercial Electrical Inspector
Building Inspector
Commercial Building Inspector
Building Plans Examiner
Mechanical Code Official
Commercial Mechanical Inspector
Combination Inspector
Electrical Inspector
Commercial Plumbing Inspector
Commercial Combination Inspector
Commercial Energy Plans Examiner
Residential Plumbing Inspector
Residential Combination Inspector
Residential Building Inspector
Mechanical Inspector
Residential Energy Inspector/ Plans Examiner
Plumbing Inspector
Building Code Official
Property Maintenance and Housing Inspector
Housing Code Official
Residential Electrical Inspector
Mechanical Plans Examiner
Commercial Energy Inspector

EDUCATION

Associates Degree in Applied Science, Fire Protection Technology

St. Louis Community College at Forest Park, St. Louis, MO
1991, Graduated with honors

Work History

Senior Plans Examiner
Aoka LLC, Fort Worth, TX
Feb 2023 - Present
- Ensures rigorous adherence to safety and building codes across diverse construction projects.

Deputy Building Commissioner
City of Maryland Heights, MO
February 2005 – October 2022
- Oversaw and regulated building and construction codes and compliance.

President
Assured Construction Compliance, LLC
May 2004 – Present
- Lead the company in providing building and construction compliance services.

Community Development Director / Building Commissioner
City of Valley Park, MO
June 2003 – May 2004
- Managed community development and enforced building regulations.

Building Official
City of Fenton, Fenton, MO
May 1999 – May 2003
- Directed the Department of Planning and Zoning, ensuring adherence to building codes.

Deputy Building Commissioner
City of University City, University City, MO
August 1995 – May 1999
- Assisted in the oversight of planning and building code enforcement.

Building Inspector / Plan Reviewer
City of Florissant, Florissant, MO
September 1990 – August 1995
- Conducted building inspections and reviewed construction plans.

Fire Inspector / Plan Reviewer
Mehlville Fire Protection District, St. Louis, MO
February 1981 – April 1990
- Inspected fire safety measures and reviewed fire safety plans.

Mechanical Inspector
St. Louis County Government, St. Louis, MO
April 1978 – February 1981
- Inspected mechanical systems and ensured compliance with codes.

AOKA

Resume

David Whitaker, MCP, CBO
Senior Plans Examiner

15+ Years of Experience

LICENSES/CERTIFICATIONS

International Code Council (ICC)

Plumbing Plans Examiner
Fire Plans Examiner
Mechanical Inspector UMC
Residential Plans Examiner
Mechanical Inspector
Bullding Code Official
Certfied Fire Code Official
Plumbing Inspector
Accessibilty Inspector/Plans Examiner
Combination Inspector - Legacy
Plumbing Code Official
Bullding Plans Examiner
Building Inspector
Electrical Inspector
Plumbing Inspector UPC
Fire Inspector II
Master Code Professional
Combination Inspector
Building Code Specialist
Plumbing Code Specialist

EDUCATION

Municipal Operations and Management, Arizona State University

Work History

Senior Plans Examiner
Aoka LLC, Fort Worth, TX
Oct 2020 - Present
- Ensures that no construction project is delayed due to plan review or construction inspection, enforcing construction codes for public safety while assisting contractors, architects, and owners to meet their construction goals.

Plan Reviewer
AZ Code Consulting, LLC
May 2012 – September 2020
- Served Queen Creek, Tempe, Gilbert in the State of Arizona as an independent contractor, conducting building inspections and plan reviews.

Plan Review Supervisor
Town of Gilbert, AZ
May 2015 – March 2018
- Led, organized, and controlled building plan review activities for a town with 235,000 residents, supervising a team of eleven, including three Sr. Building Fire Plan Reviewers and five cross-functional Plan Reviewers.

Deputy Director of Planning & Zoning
Navajo County, AZ
July 2015 – May 2015
- Led planning and zoning activities, including building plan reviews and code enforcement for a county with 107,000 residents.

Plan Review Supervisor
City of Goodyear, AZ
February 2013 – May 2015
- Managed the Plan Review Division, overseeing team members and implementing process improvements while interfacing with stakeholders.

Building/Code Official
City of Kemah, Texas
August 2012 – January 2013
- Investigated complaints, wrote Notices of Violations, and performed visual vehicular observations. Provided documentation for citations and evidence, conducted plan reviews and inspections.

AOKA

Resume

Bryan Parker
Fire Marshal/Safety Director

25+ Years of Experience

CERTIFICATIONS & COMMISSIONS

- Peace Officer, Master – Texas Commission on Law Enforcement
- Structural Firefighter, Master – Texas Commission on Fire Protection
- Arson Investigator, Master – Texas Commission on Fire Protection
- Fire Inspector, Master – Texas Commission on Fire Protection
- Fire Officer I – Texas Commission on Fire Protection
- Fire Officer II – Texas Commission on Fire Protection
- Fire Service Instructor I – Texas Commission on Fire Protection
- Fire Service Instructor II – Texas Commission on Fire Protection
- Fire and Life Safety Educator I & II – Texas Commission on Fire Protection
- Master Fire Marshal – Texas Commission on Fire Protection
- Driver/Operator – Pumper – Texas Commission on Fire Protection
- EMT, Licensed Paramedic – Texas Department of State Health Services
- Nationally Certified Fire & Explosive Investigator – National Association of Fire Investigators

EDUCATION

BAAS, Emergency Management Administration - West Texas A & M University

AAS, Fire Protection & Safety Technology - Weatherford College

Certified in Fire Science Protection & Safety Technology - Navarro College

Work History

Safety Director
Aoka LLC, Fort Worth, TX
January 2025 – Present

Division Chief – Fire Marshal
City of Grapevine Fire Department, Grapevine, TX
January 2015 – December 2024
- Directed complex fire investigations and data-driven decision-making.
- Supervised inspectors and investigators, optimizing education and enforcement.
- Implemented fire-prevention strategies, reducing incidents.
- Managed division budget, procurement, and staff development.

Assistant Fire Marshal – Captain
City of Grapevine Fire Department, Grapevine, TX
January 2015 – December 2024
- Evaluated fire-safety systems and recommended improvements.
- Conducted inspections of new and existing facilities for code compliance.
- Designed and delivered community outreach and training programs.

Fire Marshal
City of DeSoto Fire Rescue, DeSoto, TX
January 2008 – December 2015
- Investigated fire scenes, collected evidence, and supported prosecutions.
- Coordinated multi-agency responses to structure fires and haz-mat incidents.
- Developed and led fire-safety training and public education initiatives.

Firefighter Paramedic (Arson Investigator)
City of DeSoto Fire Rescue, DeSoto, TX
June 1998 – December 2007
- Conducted arson investigations and managed evidence collection.
- Administered emergency medical aid and firefighting operations.
- Delivered fire-safety training and enforced evacuation protocols.

Kota Wharton, MCP, CBO, CFM
Building Plans Examiner

LICENSES/CERTIFICATIONS

International Code Council (ICC)

Master Code Professional
Certified Building Official
Fire Plans Examiner
Mechanical Plans Examiner
Plumbing Plans Examiner
Electrical Plans Examiner
Accessibility Inspector/Plans Examiner
Commercial Mechanical Inspector
Residential Mechanical Inspector
Commercial Plumbing Inspector
Plumbing Inspector
Mechanical Inspector
Building Plans Examiner
Building Inspector
Fire Codes and Standards
Building Codes and Standards
Management Module
Legal Module
Residential Electrical Inspector
Commercial Electrical Inspector
Combination Inspector

Emergency Medical Technician (EMT) - National Registry of Emergency Medical Technicians
Notary Public Commission - State of Ohio
LEED Green Associate - U.S. Green Building Council

EDUCATION

Unitek EMT – Emergency Medical Technician
June 2019 – July 2019

Upper Arlington High School
High School Diploma, 2019

Work History

Building Plans Examiner
Aoka LLC, Fort Worth, TX
June 2024 – Present
- Reviews building, fire protection, mechanical, plumbing, and electrical plans for code compliance.
- Collaborates with project teams to ensure timely, accurate plan examinations.

Building Permit Coordinator
City of Grove City, Grove City, OH
March 2023 – May 2024
- Streamlined permit processing and maintained adherence to building codes.
- Coordinated between inspectors, contractors, and administration to ensure compliance.

Certified Permit Technician
City of Grove City, Grove City, OH
July 2021 – March 2023
- Managed permit intake and preliminary code reviews to support the permitting process.
- Provided clear documentation and customer support to applicants.

Communications Technician
City of Grove City, Grove City, OH
March 2021 – July 2021
- Offered clerical and technical support, handling inquiries and departmental communications.

Caseworker
North Central Mental Health Services, Inc., Columbus, Ohio
November 2019 – March 2021
- Conducted client assessments and coordinated community service referrals.

AOKA

Resume

Jeremy Lucas
Fire Plans Examiner

7+ Years of Experience

LICENSES/CERTIFICATIONS

Intermediate Wildland Firefighter
Master Structure Firefighter
Instructor II
Hazardous Materials Technician
Fire Officer I
Master Arson Investigator
Master Fire Investigator
Master Fire Inspector
Hazardous Materials Incident Commander
Plan Examiner 1
Fire and Life Safety Educator 1
Basic Fire Marshal

EDUCATION

Columbia Southern University
Associate of Applied Science in Fire Science

Jeremy Lucas brings decades of experience in fire safety, investigation, and emergency response since beginning his career in 1996. Rising through the ranks from Firefighter to Captain and Division Chief, he now leads with expertise and dedication. Jeremy holds an Associate of Applied Science in Fire Science from Columbia Southern University and multiple advanced certifications, including Firefighter, Arson Investigator, and Fire Inspector. He is also an Advanced Peace Officer, EMT, and certified instructor in both police and fire disciplines. Known for his critical thinking, empathetic leadership, and systematic approach, Jeremy is a trusted leader committed to public safety and community service.

Work History

Fire Plans Examiner
Aoka LLC, Fort Worth, TX
May 2024 - Present

Fire Marshal/Assistant Chief
The Colony, Texas
Jan 2023 - May 2024

Fire Marshal/Division Chief
The Colony, Texas
Oct 2020 - Jan 2023

Interim Fire Marshal/Division Chief
The Colony, Texas
Aug 2020 - Oct 2020

Assistant Fire Marshal/Captain
The Colony, Texas
Nov 2018 - Aug 2020

Lieutenant
City of Wichita Falls Fire Department
Jul 2010 - Nov 2018

AOKA

Resume

Andrew Flores
Fire Inspector

15+ Years of Experience

LICENSES/CERTIFICATIONS

Advanced Structure Firefighter
Advanced Fire Inspector
Plan Examiner 1
Basic Wildland Firefighter
Hazardous Materials Technician
Driver Operator-Aerial
Driver Operator-Pumper

EDUCATION

Southwest High School | San Antonio

Andrew, with over 16 years of experience as a Firefighter and Fire Inspector at Aoka, specializes in emergency response and fire safety. He is proficient in advanced firefighting, handling hazardous materials, and scrutinizing safety plans. Known for his strong enforcement of fire codes and meticulous review of new business plans, Andrew demonstrates a steadfast commitment to public safety and regulatory compliance. His analytical skills and collaborative nature make him a vital member of the Aoka team.

Work History

Fire Inspector
Aoka LLC, Fort Worth, TX
May 2024 - Present

Fire Inspector
City of La Vernia
Oct 2015 - Feb 2023

Firefighter EMT/Fire Inspector
City of Balcones Heights
Mar 2008 - Oct 2015

AOKA

Resume

Victor Moreno, RS, MPH
Health Inspector

20+ Years of Experience

LICENSES/CERTIFICATIONS

State & Professional

Registered Sanitarian (Texas) — Mar 2012 - Mar 2026
Designated Representative - Austin, TX (Nov 2025 - Present)
OSSF Inspector — Pending (Nov 2025)

Safety & Risk

OSHA 30 Certification (Texas) — Oct 2024 - Oct 2029
Infection Control Certification (Texas) — Oct 2024 - Oct 2026
Corporate Risk Manager Certification (Texas) — Oct 2024 - Oct 2029

Education / Training Certifications

PE All-Level Certification (TEA) — Oct 2024 - Present

EDUCATION

PhD, Public Health (Environmental & Occupational Health)
Walden University — 2025 - Present

Master of Public Health (MPH)
Walden University — 2022 - 2025

Bachelor of Science
Texas A&M University-Kingsville — 1995 - 2000

Work History

Health Inspector
Aoka LLC, Fort Worth, TX
2026 - Current

Lead Environmental Compliance Senior
City of Austin
Sep 2022 - Present
- Leads permitting, plan review, and inspection services for municipal and private clients.
- Supports operational improvements, staff coordination, and certification tracking.

Deputy Building Official
City of Temple, TX
Nov 2024 - Apr 2025
- Managed permit intake, plan review workflow, and software enhancements.
- Represented Building Division in pre-development meetings and builder forums.

Planning & Zoning Manager
City of Corsicana, TX
Jan 2024 - Nov 2024
- Directed Planning & Zoning operations; prepared and presented cases to P&Z Commission and Council.
- Supported Building Division with plan reviews, front-counter permitting, and limited staff supervision.

Chief Building Official
City of Oroville, CA
Sep 2022 - Dec 2023
- Directed Building Department operations, inspectors, and third-party providers.
- Enforced California Title 24 & 25 codes and coordinated development projects with stakeholders.

Acting Chief Building Official
City of Live Oak, CA
Sep 2020 - Sep 2022
- Oversaw Building, Code Enforcement, and Community Development functions.
- Drafted policies and ordinances; coordinated inter-agency and disaster-recovery plan reviews.

Management Analyst - Community Development
City of Live Oak, CA | Jan 2016 - Sep 2020

Grants & Loans Administrator
City of Live Oak, CA | Jun 2010 - Sep 2022

Building Inspector / Code Enforcement Officer
City of Live Oak, CA | Oct 2003 - Sep 2022

AOKA

Resume

Corin Hooper, AICP
Senior AICP Certified Planner

8+ Years of Experience

LICENSES/CERTIFICATIONS

AICP

EDUCATION

Master of City and Regional Planning
Georgia Institute of Technology - Atlanta, GA

Bachelor of Science in Regional Development
University of Arizona - Tucson, AZ

Work History

Senior AICP Certified Planner
Aoka LLC, Fort Worth, TX
Nov 2023 - Present

Principal Planner
City of San Antonio
Apr 2021 - Nov 2023

- Leads the Current Planning Program, supervising professional planners and support personnel.
- Manages project assignments, oversees compliance with development codes, and maintains liaisons with city divisions and local stakeholders.
- Ensures timely and accurate reporting to Planning and Zoning Commissions and performs site inspections to verify compliance with development codes.

Senior Planner
BJCTA MAX, Birmingham, AL
Apr 2019 - Apr 2021

- Developed over 120 infrastructure maps for client budget meetings and performed comprehensive service performance and financial effectiveness analyses.
- Coordinated with various personnel to improve transit routes and managed National Transit Database reporting.

Regional Encroachment Planner
AGEISS Inc, San Antonio, TX
Jan 2018 - Apr 2019

- Managed GIS data creation and analysis, including over 50 shape files of Accident Potential Zones for Continental United States locations.
- Supported community engagement and compliance efforts through detailed GIS presentations and reports.

GIS Technician
Apple via Apex Systems Inc, Austin, TX
May 2016 - Sep 2017

- Conducted data analysis and validation, managed content reporting, and supported data inquiry responses across various organizational departments.

AOKA

Resume

Sid Rivers, AICP
Senior AICP Certified Planner

15+ Years of Experience

LICENSES/CERTIFICATIONS

AICP – Certified Planner, American Institute of Certified Planners (2015 – Present)

EPA Grants Management Certification

Certified Emergency Medical Technician (1997 – 2022)

EDUCATION

Master of Urban Planning & Public Administration
Eastern Washington University, Spokane, WA

Bachelor of Science, Geology
Minor: Environmental Science
The Evergreen State College, Olympia, WA

Work History

Senior AICP Certified Planner
Aoka LLC, Fort Worth, TX
2026 – Current

Technical Assistance Coordinator
Endyna, Inc.
2024 – 2025

- Managed 13 remote staff across four time zones supporting EPA grant programs.
- Provided technical assistance, case management, compliance, and reporting support to communities, tribal groups, and local governments.
- Presented EPA grant information publicly, emphasizing environmental justice and cultural sensitivity.

Senior Planner
Summit County, Frisco, CO
2012 – 2023

- Led zoning, land-use, and site-plan reviews for complex development applications.
- Prepared staff reports and presented findings at public hearings and board meetings.
- Negotiated development requirements; supported rezonings and land acquisitions for capital projects, affordable housing, open space, and trails.
- Collaborated with County Commissioners, Planning Commission, state agencies, and stakeholders on development code and policy updates.
- Revised regulations to align with climate action, housing, and county-wide goals.
- Supervised junior staff and managed consultant teams for multiple master-plan updates, including Comprehensive Plans, Open Space & Trails, and Hazard Mitigation Plans.

AOKA

Resume

Pepito P. Bunion, PE, CFM
Civil Engineer

30+ Years of Experience

LICENSES/CERTIFICATIONS

International Code Council (ICC)

ICC Certified Building Plans Examiner
ICC Certified Plumbing Plans Examiner
ICC Certified Commercial Energy Plans Examiner
ICC Certified Residential Energy Inspector/Plans Examiner
ICC Certified Accessibility Inspector/Plans Examiner

Professional Engineer, P.E. (Texas)
Certified Floodplain Manager (Texas)
Engineer In Training, EIT (Texas)

Work History

Civil Engineer Plan Examiner and Flood Plain Manager
Aoka LLC, Fort Worth, TX
Jun 2023 - Present

Civil Engineer
Development Services, Carrollton, TX
Dec 2011 - Jun 2023
- Manages commercial and residential development projects.
- Reviews civil engineering plans for compliance with codes and ordinances.
- Coordinates design and issuance of project permits and responds to stakeholder inquiries.

Graduate Civil Engineer
Development Services, Carrollton, TX
Feb 2008 - Dec 2011
- Analyzed and reviewed engineering aspects of commercial and residential developments.
- Coordinated project permitting and compliance with city, state, and federal regulations.

Plans Examiner II
Building Inspection Department, Frisco, TX
May 2006 - Feb 2008
- Led the examination of building plans, ensuring compliance with regulations.
- Served as a primary contact for stakeholders, coordinating site development processes.

Plans Examiner
Building Inspection Department, Lubbock, TX
Dec 2001 - Jan 2006
- Reviewed building plans and coordinated the development process, ensuring compliance with city ordinances and codes.

AOKA

Industry Leading Inspections Services & Certified Plan Reviews

The Aoka Guarantee | Try Us Today - Risk Free

Certified Experts
ICC MCPs & CBOs, Licensed Plumbing, Electrical & Certified Fire Inspectors

Rapid Results
Industry-Leading Plan Review Turnaround Time & Next Day Inspections

Customized Solutions
Prioritize Key Projects With Tailored Solutions

True Partnership
Our Experts as Your Extended Team

Aoka's Vertex Plans
Permitting, Scheduling & Inspections – Instant Access, Updates & Reporting

Aoka Guarantee
Risk-Free Pilot Project, No RFP, No Commitments - Just Results!

Your Confidence Matters - Let Us Earn It!

Choosing the right partner can feel challenging. We get it.

That's why we invite you to start with a simple, zero-risk pilot project. Experience our commitment to accuracy, transparency, and swift execution—without any obligation.

1	2	3	4
SELECT PROJECT	**SAME DAY ONBOARDING**	**EXPERIENCE RESULTS**	**DECIDE**
Choose a project that fits your city's current needs	Get started fast with simple setup and clear guidance	See early outcomes and the value we bring firsthand	Evaluate the results and choose how to move forward

Ready to Experience the Aoka 5-Star Difference?

"Partnering with Aoka has been a game changer for Winona. Their team is responsive, professional, and consistently delivers exceptional service—both to us and our residents."
★★★★★ — **City of Winona, TX**

"Aoka's inspections are second to none—thorough, professional, and proactive. Their clear, actionable feedback via virtual inspections catches issues early and spares us costly delays."
★★★★★ — **HUD Administrator, San Antonio, TX**

Get in touch

1751 River Run Suite 200 Fort Worth, TX

info@aokaengineering.org

www.aokaengineering.com

AOKA

City of Laredo

City Council

Meeting Date: 5/4/2026 **Resolution 49.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to ratify the submission of a grant application and to accept said grant from K9s4COPs to receive a dual-purpose detection police service canine to be trained and used by the Laredo Police Department for law enforcement purposes. The police service canine is strictly a donation and will be at no cost to the City of Laredo.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The K9sCOPS Grant program application is a request for a police service dog that is brought before the Executive Board for consideration. This application process does not guarantee a police service dog will be placed with the organization. K9s4COPs take great care in the selection process to ensure the grant of a police service dog is being placed with an agency that has the financial capability to care for the police service dog and has the experience necessary to utilize this highly trained asset to the greatest extent possible. The police service dogs are strictly for law enforcement use. If granted, this canine will be used to enhance the K9 unit at the Laredo Police Department in the fight against drugs.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Recommends the approval of this Resolution.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	N
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No financial impact.

RESOLUTION 2026-R-106

AUTHORIZING THE CITY MANAGER TO RATIFY THE SUBMISSION OF A GRANT APPLICATION AND TO ACCEPT SAID GRANT FROM K9S4COPS TO RECEIVE A DUAL-PURPOSE DETECTION POLICE SERVICE CANINE TO BE TRAINED AND USED BY THE LAREDO POLICE DEPARTMENT FOR LAW ENFORCEMENT PURPOSES. THE POLICE SERVICE CANINE IS STRICTLY A DONATION AND WILL BE AT NO COST TO THE CITY OF LAREDO.

Whereas, the K9s4COPs is donating a dual-purpose detection police service canine to be trained and used by the Laredo Police Department for law enforcement purposes; and

Whereas, the donation is at no cost to the City; and

Whereas, the Laredo Police Department will assume full responsibility for the care and custody of the donated canine; and

Whereas, the Chief of Police recommends the authorization to accept the donation from K9s4COPs to enhance the Laredo Police Department K9 section.

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

Section 1: Authorizing the City Manager to ratify the submission of a grant application and to accept said grant from K9s4COPs to receive a dual-purpose detection police service canine to be trained and used by the Laredo Police Department for law enforcement purposes. The police service canine is strictly a donation and will be at no cost to the City of Laredo.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

DOAHN "ZONE" T. NGUYEN
CITY ATTORNEY

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/4/2026 **Consent Agenda 50.**

SUBJECT
Consideration to authorize the purchase of one (1) unit of heavy equipment for the Solid Waste Department from RDO Equipment Co. from Laredo, Tx. in the amount not to exceed $1,715,554.85. The heavy equipment unit is a 2026 TANA by Humdinger Equipment H555 landfill compactor. The purchase of this equipment shall be made utilizing the HGAC Buy Contract Pricing Contract Number PW 10-25 Humdinger Equipment / RDO Equipment (Dealer). Funding is available in the Solid Waste Fund and Solid Waste 2023 Certificate of Obligation issue.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The purchase of this equipment is part of the renewal and replacement program the department has in place. The equipment is needed to meet performance standards at the landfill.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
It is recommended that this equipment purchase be approve.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Solid Waste Fund
Account #:	556
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the Solid Waste Fund and Solid Waste 2023 Certificate of Obligation issue. The following accounts are:
556-9883-535-9004, 556-2560-533-2035

RDO Equipment Co.
102 Wilcox Road
Laredo, TX 78043

956-718-1909 (Office)
956-718-2064 (Fax)
877-469-4847 (Toll Free)
www.rdoequipment.com

3/25/2026

City of Laredo,

I recognize that keeping your fleet of equipment up and running is a top priority. At RDO Equipment Co., that's why Building Customers for Life is one of our Core Values. It's one of the reasons why we give you the tools, parts, and service to be of value to your company. Listed below is our Preventative Maintenance estimate to assist you in planning your budget in the months ahead for the proper care of your equipment.

Miguel Corona

Customer	Stock #	Make	Model	Serial #	Hrs.
City of Laredo	TBD	TANA	H555ECO	TBD	0
250 Hour				**Expiration Date: 4/30/2031**	

Hours	Description	Service Travel Included?	Service Total	Service Cost/Hour	Collective Total Cost	Collective Cost / Hour
250	250 HOUR SERVICE	No	$911.77	$3.65	$911.77	$3.65
500	500 HOUR SERVICE	No	$4,094.29	$16.38	$5,006.06	$10.01
750	250 HOUR SERVICE	No	$911.77	$3.65	$5,917.83	$7.89
1000	500 HOUR SERVICE	No	$4,094.29	$16.38	$10,012.13	$10.01
1250	250 HOUR SERVICE	No	$911.77	$3.65	$10,923.90	$8.74
1500	1500 HOUR SERVICE	No	$6,500.37	$26.00	$17,424.27	$11.62
1750	250 HOUR SERVICE	No	$911.77	$3.65	$18,336.04	$10.48
2000	500 HOUR SERVICE	No	$4,094.29	$16.38	$22,430.33	$11.22
2250	250 HOUR SERVICE	No	$957.36	$3.83	$23,387.69	$10.39
2500	500 HOUR SERVICE	No	$4,299.01	$17.20	$27,686.70	$11.07
2750	250 HOUR SERVICE	No	$957.36	$3.83	$28,644.06	$10.42
3000	ADJUST VALVES	No	$1,133.42	$4.53	$29,777.48	$9.93
3000	3000 HOUR SERVICE	No	$7,504.61	$30.02	$37,282.09	$12.43
3250	250 HOUR SERVICE	No	$957.36	$3.83	$38,239.45	$11.77
3500	500 HOUR SERVICE	No	$4,299.01	$17.20	$42,538.46	$12.15
3750	250 HOUR SERVICE	No	$957.36	$3.83	$43,495.81	$11.60
4000	500 HOUR SERVICE	No	$4,299.01	$17.20	$47,794.82	$11.95
4250	250 HOUR SERVICE	No	$1,005.23	$4.02	$48,800.05	$11.48
4500	1500 HOUR SERVICE	No	$7,166.65	$28.67	$55,966.70	$12.44
4750	250 HOUR SERVICE	No	$1,005.23	$4.02	$56,971.93	$11.99
5000	500 HOUR SERVICE	No	$4,513.96	$18.06	$61,485.89	$12.30
5250	250 HOUR SERVICE	No	$1,005.23	$4.02	$62,491.12	$11.90
5500	500 HOUR SERVICE	No	$4,513.96	$18.06	$67,005.08	$12.18
5750	250 HOUR SERVICE	No	$1,005.23	$4.02	$68,010.30	$11.83
6000	ADJUST VALVES	No	$1,190.09	$4.76	$69,200.40	$11.53
6000	6000 HOUR SERVICE	No	$8,756.59	$35.03	$77,956.99	$12.99
6250	250 HOUR SERVICE	No	$1,055.49	$4.22	$79,012.47	$12.64
6500	500 HOUR SERVICE	No	$4,739.66	$18.96	$83,752.13	$12.88
6750	250 HOUR SERVICE	No	$1,055.49	$4.22	$84,807.62	$12.56
7000	500 HOUR SERVICE	No	$4,739.66	$18.96	$89,547.28	$12.79
7250	250 HOUR SERVICE	No	$1,055.49	$4.22	$90,602.77	$12.50
7500	1500 HOUR SERVICE	No	$7,524.99	$30.10	$98,127.75	$13.08
7750	250 HOUR SERVICE	No	$1,055.49	$4.22	$99,183.24	$12.80
8000	500 HOUR SERVICE	No	$4,739.66	$18.96	$103,922.90	$12.99
8250	250 HOUR SERVICE	No	$1,108.26	$4.43	$105,031.16	$12.73
8500	1500 HOUR SERVICE	No	$7,901.24	$31.60	$112,932.40	$13.29
8750	250 HOUR SERVICE	No	$1,108.26	$4.43	$114,040.66	$13.03
9000	ADJUST VALVES	No	$1,312.08	$5.25	$115,352.74	$12.82
9000	3000 HOUR SERVICE	No	$8,687.52	$34.75	$124,040.26	$13.78
9250	250 HOUR SERVICE	No	$1,108.26	$4.43	$125,148.52	$13.53
9500	500 HOUR SERVICE	No	$4,976.64	$19.91	$130,125.16	$13.70
9750	250 HOUR SERVICE	No	$1,108.26	$4.43	$131,233.42	$13.46
10000	500 HOUR SERVICE	No	$4,976.64	$19.91	$136,210.06	$13.62
	Connected Support Fee:					$1,000.00
	Total					**$137,210.06**

Service Description

250 HOUR SERVICE

Add/remove drum coolant based on ambient temperature
Check antifreeze and SCA concentration in coolant
Check batteries; apply corrosion inhibitor; inspect wiring
Check final drive oil levels
Check pressure accumulator after 250 hrs, then yearly
Check radiator airflow after each cooling system cleaning
Check steering cylinder for leaks; torque lock components
Check/add windshield washer fluid
Clean cooling package with steam or pressure washer
Clean DEF vent line per Service Bulletin (Mar 14, 2018)
Grease articulation joints
Inspect auto lube system grease lines and fittings
Inspect brake system for leaks or damaged hoses
Inspect cooling system glass, hoses, clamps for leaks
Inspect grease lines for leaks; repair as needed
Inspect radiator fan blades, clutch, hub for damage
Inspect/adjust fan belts; lubricate fan and pulley hubs
Lubricate drum bearings
Replace fuel filter
Take oil samples if required by warranty or company policy
Test parking brake on incline; check release pressure

500 HOUR SERVICE

Add/remove drum coolant based on ambient temperature
Change breather filter (urea solution tank)
Change engine oil and filter
Change final drive oils; inspect drives and seals
Change gear oil filters
Check antifreeze and SCA concentration in coolant
Check batteries; apply corrosion inhibitor; inspect wiring
Check final drive oil levels
Check pressure accumulator after 250 hrs, then yearly
Check radiator airflow after each cooling system cleaning
Check steering cylinder for leaks; torque lock components
Check/add windshield washer fluid
Clean cooling package with steam or pressure washer
Clean DEF vent line per Service Bulletin (Mar 14, 2018)
Clean machine with steam or pressure washer
Drain water from hydraulic oil tank
Grease articulation joints
Inspect auto lube system grease lines and fittings
Inspect brake system for leaks or damaged hoses
Inspect cooling system glass, hoses, clamps for leaks
Inspect grease lines for leaks; repair as needed
Inspect heater hoses for leaks or damage
Inspect radiator fan blades, clutch, hub for damage
Inspect/adjust fan belts; lubricate fan and pulley hubs
Lubricate drum bearings (Tana E380 ECO only)
Lubricate hinges and locks
Replace air filters; clean air filter housing
Replace breather filter (hydraulic oil tank)
Replace charge pressure filters (driving hydraulics)
Replace fuel filter
Replace urea solution tank filter
Take oil samples if required by warranty or company policy
Test cooling system cap; replace if needed
Test parking brake on incline; check release pressure
Verify 2.5 gal drained and 2.5 gal refilled - final drive oil

1500 HOUR SERVICE

Add/remove drum coolant based on ambient temperature
Change breather filter (urea solution tank)
Change engine oil and filter
Change final drive oils; inspect drives and seals
Change gear oil filters
Change hydraulic oil
Check antifreeze and SCA concentration in coolant
Check automatic belt tightening system
Check batteries; apply corrosion inhibitor; inspect wiring
Check central lube system; clean filling filter
Check engine hoses and connections
Check final drive coolant
Check final drive oil levels
Check pressure accumulator after 250 hrs, then yearly
Check radiator airflow after each cooling system cleaning
Check steering cylinder for leaks; torque lock components
Check/add windshield washer fluid
Clean aftertreatment fuel injector
Clean cooling package with steam or pressure washer
Clean DEF vent line per Service Bulletin (Mar 14, 2018)
Clean machine with steam or pressure washer
Drain water from hydraulic oil tank
Grease articulation joints
Inspect auto lube system grease lines and fittings
Inspect blade lift bearings/bushings; replace if worn
Inspect brake system for leaks or damaged hoses
Inspect cooling system glass, hoses, clamps for leaks
Inspect engine mounts and vibration dampener
Inspect grease lines for leaks; repair as needed
Inspect heater hoses for leaks or damage
Inspect radiator fan blades, clutch, hub for damage
Inspect/adjust fan belts; lubricate fan and pulley hubs
Lubricate drum bearings (Tana E380 ECO only)
Lubricate hinges and locks
Replace air filters; clean air filter housing
Replace breather filter (hydraulic oil tank)
Replace charge pressure filters (driving hydraulics)
Replace coolant filter
Replace fuel filter
Replace hydraulic return filter
Replace urea solution tank filter

1500 HOUR SERVICE CONTINUED

Take oil samples if required by warranty or company policy
Test cooling system cap; replace if needed
Test parking brake on incline; check release pressure
Verify 2.5 gal drained and 2.5 gal refilled - final drive oil

VALVE ADJUSTMENT

Disconnect batteries
Remove valve cover and obstructions
Rotate engine to TDC for cylinder #1
Adjust intake and exhaust valve lash
Adjust injector plunger clearance
Rotate engine, repeat for all cylinders
Install new gasket, reinstall covers
Reconnect batteries and test engine

3000 HOUR SERVICE

Add/remove drum coolant based on ambient temperature
Change breather filter (urea solution tank)
Change crankcase breather element
Change engine oil and filter
Change final drive oils; inspect drives and seals
Change gear oil filters
Change hydraulic oil
Check antifreeze and SCA concentration in coolant
Check automatic belt tightening system
Check batteries; apply corrosion inhibitor; inspect wiring
Check central lube system; clean filling filter
Check dozer blade and machine frame
Check engine hoses and connections
Check final drive coolant
Check final drive oil levels
Check hydraulic cylinders and valves
Check pressure accumulator after 250 hrs, then yearly
Check radiator airflow after each cooling system cleaning
Check steering cylinder for leaks; torque lock components
Check/add windshield washer fluid
Clean aftertreatment fuel injector
Clean cooling package with steam or pressure washer
Clean DEF vent line per Service Bulletin (Mar 14, 2018)

3000 HOUR SERVICE CONTINUED

Clean machine with steam or pressure washer
Drain water from hydraulic oil tank
Grease articulation joints
Inspect articulation link
Inspect auto lube system grease lines and fittings
Inspect blade lift bearings/bushings; replace if worn
Inspect brake system for leaks or damaged hoses
Inspect cooling system glass, hoses, clamps for leaks
Inspect engine mounts and vibration dampener
Inspect final drive mounts
Inspect grease lines for leaks; repair as needed
Inspect heater hoses for leaks or damage
Inspect radiator fan blades, clutch, hub for damage
Inspect/adjust fan belts; lubricate fan and pulley hubs
Lubricate drum bearings (Tana E380 ECO only)
Lubricate hinges and locks
Replace air filters; clean air filter housing
Replace breather filter (hydraulic oil tank)
Replace charge pressure filters (driving hydraulics)
Replace coolant filter
Replace fuel filter
Replace hydraulic return filter
Replace hydraulic tank filling filter
Replace urea solution tank filter
Take oil samples if required by warranty or company policy
Test cooling system cap; replace if needed
Test parking brake on incline; check release pressure
Verify 2.5 gal drained and 2.5 gal refilled - final drive oil
Flush Coolant system

6000 HOUR SERVICE

Add/remove drum coolant based on ambient temperature
Change breather filter (urea solution tank)
Change crankcase breather element
Change engine oil and filter
Change final drive oils; inspect drives and seals
Change gear oil filters
Change hydraulic oil
Check antifreeze and SCA concentration in coolant
Check automatic belt tightening system
Check batteries; apply corrosion inhibitor; inspect wiring
Check central lube system; clean filling filter
Check dozer blade and machine frame
Check engine hoses and connections
Check final drive coolant
Check final drive oil levels
Check hydraulic cylinders and valves
Check pressure accumulator after 250 hrs, then yearly
Check radiator airflow after each cooling system cleaning
Check steering cylinder for leaks; torque lock components
Check/add windshield washer fluid
Clean aftertreatment fuel injector
Clean cooling package with steam or pressure washer
Clean DEF vent line per Service Bulletin (Mar 14, 2018)
Clean machine with steam or pressure washer
Drain water from hydraulic oil tank
Grease articulation joints
Inspect articulation link
Inspect auto lube system grease lines and fittings
Inspect blade lift bearings/bushings; replace if worn
Inspect brake system for leaks or damaged hoses
Inspect cooling system glass, hoses, clamps for leaks
Inspect engine mounts and vibration dampener
Inspect final drive mounts
Inspect grease lines for leaks; repair as needed
Inspect heater hoses for leaks or damage
Inspect radiator fan blades, clutch, hub for damage
Inspect/adjust fan belts; lubricate fan and pulley hubs
Lubricate drum bearings (Tana E380 ECO only)
Lubricate hinges and locks
Replace air filters; clean air filter housing
Replace breather filter (hydraulic oil tank)

6000 HOUR SERVICE CONTINUED

Replace charge pressure filters (driving hydraulics)
Replace coolant filter
Replace fuel filter
Replace hydraulic return filter
Replace hydraulic tank filling filter
Replace urea solution tank filter
Take oil samples if required by warranty or company policy
Test cooling system cap; replace if needed
Test parking brake on incline; check release pressure
Verify 2.5 gal drained and 2.5 gal refilled - final drive oil
Flush Coolant system

Preventative Maintenance (PM) Terms and Conditions:

1. Customer is responsible for maintaining an active and functioning JDLink or other RDO Equipment Co. (RDO) approved telematics solutions.
2. If machine is outside of RDO's Area of Responsibility, the nearest John Deere dealership capable of performing the service will be contacted to perform service, which may incur additional expense for the customer.
3. If travel is not included in estimate, service travel will be an incremental expense charged per service.
4. If customer trades in machine before contract end hour / date, customer shall have the option to roll the remaining balance into a Preventive Maintenance contract on the machine purchased from RDO.
5. If customer sells the machine to another user, the contract is transferable to new owner upon approval from RDO. If customer chooses not to transfer to new owner, they would have the option to request an internal RDO account credit for remaining balance or apply to Preventive Maintenance on next purchased machine.
6. In event of early termination of contract by customer balance overages/shortages would be agreed to by customer and RDO and the account adjusted accordingly. Any overage payment by customer would be applied to customer's internal RDO Account.
7. For pay-as-you-go proposal, this is only an *estimate*. To lock your pricing in please choose pre-paid options.
8. *Only applicable on John Deere Construction Equipment*: If Entry package is chosen, warranty implications may apply. To ensure warranty needs are met please choose either the Essential or Elite package.
9. If valve lash adjustment is not a part of this PM package, warranty implications may apply.
10. Not all PM programs meet warranty requirements, please see your RDO Representative for details.

Preventative Maintenance Proposal Accepted By:

_____ _____

(Customer's Signature) (Date Accepted)

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	PW10-25	Date Prepared:	4/7/2026

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	City of Laredo Texas	**Contractor:**	Humdinger Equipment / RDO Equipment (Dealer)
Contact Person:	Ron Miller	**Prepared By:**	Chad Phares
Phone:	956-326-9778	**Phone:**	806-771-9944
Fax:		**Fax:**	
Email:	rmiller@ci@laredo.tx.us	**Email:**	chad@humdingerequipment.com

Catalog / Price Sheet Name/Product Code	Landfill Compactor Pricing Catalog as listed in Humdinger's PW10-25 Response
General Description of Product:	**Tana Landfill Compactor**

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	H555 Landfill Compactor	$ 1,345,198.00	$ 1,345,198.00
1	DAFO Fire Suppression	$ 19,005.00	$ 19,005.00
1	Webasto engine & hydraulic pre heater with Cabin pre heater	$ 7,601.00	$ 7,601.00
1	Heated Mirrors	$ 1,665.00	$ 1,665.00
1	Side lights LED	$ 1,855.00	$ 1,855.00
1	Side Camera System	$ 4,872.00	$ 4,872.00
1	Heated & cooling seat upgrade	$ 3,367.00	$ 3,367.00
1	Cooling box	$ 721.00	$ 721.00
1	Powertrain Extended Warranty 60 months / 10,000 hours H555	$ 64,304.00	$ 64,304.00
1	GPS - Carlson - including base station - 1 yr command software, 1 yr managed services & 3 days install and train	$ 91,947.00	$ 91,947.00
			$ -
			$ -
		Total From Other Sheets, If Any:	0
		Subtotal A:	$ 1,540,535.00

HGACBuy THE SMART PURCHASING SOLUTION

B. Customization Category Totals-Itemize below/ Attach Additional Sheet If Necessary
(Note: Customization options are "manufacturer non-standard option" which were submitted and priced in Contractor's proposal)

Quan	Description	Unit Pr	Total
0		$ -	$ -
			$ -
			$ -
			$ -
		Total From Other Sheets, If Any:	
		Subtotal B:	0

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Tariff per catalog listing	$ 68,526.00
10,000 Hour Prevenative Maintenance Contract	$ 137,210.96
Discount	$ (30,717.11)
Subtotal C:	$ 175,019.85

Delivery Date:	**4/20/2026**	**D. Total Purchase Price (A+B+C):**	$ 1,715,554.85

City of Laredo

City Council

Meeting Date: 5/4/2026 **Consent Agenda 51.**

SUBJECT
Consideration to award contract RFP 2026-007 with sole bidder TAMCO Services, Laredo, TX in an amount not to exceed $185,000.00 annually and for a total contract value of $740,000.00 for the disposal of freon for refrigerators and window A/C units for the Solid Waste Department. This service is needed in order to comply with the Texas Commission on Environmental Quality (TCEQ) regulations and guidelines to properly dispose of freon by certified technicians. The term of this contract shall be for a period of two (2) years and may be extended for an additional two (2) year period, upon mutual agreement of both parties and contingent upon the availability of appropriated funds. Funding is available in the Solid Waste Department Fund.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies): Policy 6.4.15
Summary of alignment: Plan for adequate and sustainable solid waste management practices such as city-wide composting, landfill gas harvesting and expanding of recycling capacity and removal of freon.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
This contract establishes pricing services for the recovery and removal of Freon (R-22, R-12,134A, R410a) from the landfill for disposal of refrigerators, evaporators, condensers and window units. These services are needed in order to comply with TCEQ regulations and guidelines. Services are provided by licensed technicians and equipment necessary to complete the disposal services. The term of this contract shall be for a period of two (2) years beginning as of the date of its execution with the option to renew for an additional two (2) year period, upon mutual agreement of both parties and contingent upon the availability of appropriated funds.

Solicitation for Request for Proposals was done through Cit-E-Bid in which only one submittal was received: TAMCO Services, Laredo, Texas.

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
It is recommended that this contract be awarded.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Yes
Source of Funds:	Solid Waste Fund
Account #:	556-2560-533-3930
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:
The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

RFP 2026-007
TAMCO Services
Supplier Response

Event Information

Number: RFP 2026-007
Title: RFP 2026-007 Disposal of Freon - Solid Waste
Type: Request For Proposal
Issue Date: 10/30/2025
Deadline: 11/19/2025 05:00 PM (CT)
Notes: The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Bidders are strongly encouraged to submit their request for proposals electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.

Request for Proposals may be hand delivered at the City Secretary Office, 1110 Houston St., 3rd Floor, Laredo, Texas 78040 until **5:00 PM on November 19, 2025 and all bids received will be acknowledged at 11:00 AM on November 20, 2025**.

Hand delivered request for proposals are to be submitted in a sealed envelope clearly marked: **RFP 2026- 007 Disposal of Freon - Solid Waste**.

Contact Information

Contact: Griselda Hidalgo
Address: Purchasing Division
5512 Thomas Ave.
Laredo, TX 78041
Phone: (956) 794-1736
Email: ghidalgo@ci.laredo.tx.us

TAMCO Services Information

Contact: Tammy Ramirez
Address: 2818 Concord St.
Laredo, TX 78043
Phone: (956) 551-8956
Email: tammyramirez81@gmail.com

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

Tammy Ramirez
Signature

tamcoservices@gmail.com
Email

Submitted at 11/19/2025 09:49:49 AM (CT)

Requested Attachments

Conflict of Interest Questionnaire

Please complete and attach in order for your proposal to be considered.

Conflict of Interest Questionnaire.pdf

Non-Collusive Affidavit Form

Please complete and attach in order for your proposal to be considered.

Form of Non-Collisive Affidavit.pdf

1295 Form

Will be requested upon awarded contract.

Certificate of Interested Parties.pdf

Proposal

Please attach proposal with submittal requirements.

TAMCO Proposal.pdf

Bid Attributes

1	**Award by Best Value** Proposal will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. ☑ I agree
2	**Addendum** The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete. **Important Notice:** • Addendum notifications will be sent to the email address associated with each submission. • It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged. • Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete. ☑ Acknowledge

3	**Terms and Conditions Request for Proposals** **TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS** These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents. **GENERAL CONDITIONS** Vendors are required to submit Proposals upon the following expressed conditions: (a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation. (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. **1.0 PREPARATION OF PROPOSALS** Proposals will be prepared in accordance with the following: (a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. (c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum. (d) Proposed delivery time must be shown and shall include business days. (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request. **2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS** It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified. **3.0 SUBMISSION OF PROPOSALS** (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street. (b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.** (c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense. (d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City. (e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP. **4.0 REJECTION OF PROPOSALS** The City may reject a proposal if: (a) Vendor misstates or conceals any material fact in the proposal. (b) Proposal does not strictly conform to the law or the requirements of the proposal. (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.

(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.
(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any proposal.
5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.
6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.
7.0 CLARIFICATION AND PROTEST PROCEDURE
(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata, 5512 Thomas Avenue, Laredo, Texas 78041; email: jezapata@ci.laredo.tx.us Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.
(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata 5512 Thomas Avenue, Laredo, Texas 78041 jezapata@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.
8.0 VENDOR DISCOUNTS
(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.
9.0 INTENT OF CONTRACT
(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.
10.0 AWARD OF CONTRACT The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.

Definition of best value criteria as per The Institute for Public Procurement is:
"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."
If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:
(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled. (4) Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

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

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

4 Insurance Terms and Conditions

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

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

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

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

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

NON-CONSTRUCTION BIDS:
Insurance Requirements
The successful bidder(s) shall furnish the City with a Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(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, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

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

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

CONSTRUCTION BIDS:

INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(i) 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 for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

(k) 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.

(l) 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. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(m) 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.

(n) 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 a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
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, Builders Risk, and all liability policies. 13. 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.
4. 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.
5. 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.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
8. 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.

(o) 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 coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(p) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

☑ I agree my insurance meets minumum requirements

5 Disqualification & Debarment Certification

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

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

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

☑ I certify to the terms and conditions

6	**Contract Requirements**

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

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

☑ I have read and understand this section

7	**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. ☑ I have read and understand this section
8	**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 ".
9	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** TAMCO Services Tammy Ramirez 956-551-8956
10	**State how long under has the business been in its present business name** TAMCO Services
11	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A
12	**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.
13	**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
14	**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
15	**State if the Company is a certified minority business enterprise** This company is not a certified minority business

16 **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 Jaime Zapata, Purchasing Agent at 956-794-1731.

17 **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.

18 **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

19 **Disclosure Form**

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

20 **This is a**

New Submission

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

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

Tammy Ramirez

22 **Question 2. Contract Information**

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

Disposal of Freon - Solid Waste Department

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

TAMCO Services - Tammy Ramirez

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

Not Applicable

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

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

No response

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

Not Applicable

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

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

No response

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

Not Applicable

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

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

No response

30 **Question 7. Disclosure of political contributions**

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

Not Applicable

31 **Question 7. Disclosure of political contributions**

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

No response

32 **Updates on contributions required**

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

33	**Question 8. Disclosure of Conflict of Interest** Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? I am not aware of any conflict of interest
34	**8. Disclosure of Conflict of Interest** If you selected I am aware of conflict of interest is question 8, please list them in this section. *No response*
35	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☑ I have read and understand this section
36	**Question 10. No Contact with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section
37	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised
38	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Tammy Ramirez Owner TAMCO Services 11/19/2025
39	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct

Bid Lines

1	The City of Laredo Solid Waste Department is soliciting request for proposals for the recovery and removal of Freon (R-22, R12, 134A, R410A services and others that may apply) in items that are brought to the landfill for disposal. i.e. refrigerators, evaporators, condensers, window units, etc. located at 6912 HWY 359 78044. **1. PROJECT SPECIFICATIONS** The vendor will be called or be required to call on a weekly basis to see if there is anything needing service. All work must be done during working hours of the Landfill 8:00 AM - 5 :00 PM Monday thru Saturday. There is no

guarantee on how many units will be available; the Landfill personnel dictate when it is necessary for recovery of units it is not based on accumulated quantities.

2. LOCATION OF SERVICE

Solid Waste Services
6912 HWY 359
Laredo, TX 78044

3. SCOPE OF WORK
Vendor must have a recovery machine and tanks for disposal of Freon. All work must be done by a certified technician and must carry his certification to handle, recover, remove Freon at all times while on the premises. Special arrangements can be made to revise or request a special work schedule. The arrangements requested must be previously approve by Landfill staff before the actual work is scheduled.

3.1 The vendor must acquire all the necessary construction work insurances, federal, state, and municipal construction permits as required prior to commencing any work.
3.2 The vendor is responsible to acquire all the equipment, labor, materials and related appurtenances needed to complete the project.
3.3 Any damage cause to the property, equipment, buildings by the contractor, their equipment and or their employees will be repaired or replaced by the contractor at no cost to the City.
3.4 Project must be completed within a time frame approved by the landfill personnel. Any additional days requested must be previously approved by the City.
3.5 The vendor shall furnish all materials, equipment, supervision, traffic conveyances, and construction safety devices and equipment in accordance with all OSHA safety standards and rules. Technicians will be required to wear PPE as required by the City and TCEQ.
3.6 The successful vendor shall be required to provide safety signs.
3.7 Contractor shall display professional behavior at all times. Contractor is also responsible to inform employees or subcontractors of such professionalism.
3.8 Contractor shall keep area clean at all times and leave clean at the end of the day each day.
3.9 The Contractor shall be required to guarantee it's workmanship to the full satisfaction of the City of Laredo. Any work deemed unsatisfactory by City inspection shall be redone at no additional cost to the City.
3.10 Awarded vendor is required to meet minimum insurance, project requirements and maintain current and active all: building permits, certifications, licenses, other related permits and/or insurance coverages, required to perform work throughout the duration of this contract.

4. PROPOSAL SUBMITTAL REQUIREMENTS
The responding firm/vendor shall provide the following information in their proposal:

A. Qualifications/Experience - The respondent shall provide a narrative of the vendor's qualities and capabilities that demonstrate how the vendor will work with the City to fulfill the requirements of these services.

B. Pricing - Furnish price per unit. Please include mobilization, material, disposal fee, labor, recovery fee, permits, labor, supervision and any other costs associated to complete this service.

C. Past Performance - Indicate the number of freon removal service contracts that your company has performed during the past three years with governmental agencies.

D. Local Service - Provide your response time when a customer requests Freon removal services. How soon are you able to provide service once you receive the service call?

5. EVALUATION CRITERIA
The City will conduct a comprehensive, fair and impartial evaluation of all CSP's (Competitive Sealed Proposals) received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each RFP will be analyzed to determine the overall responsiveness and qualifications under the RFP.

The Selection committee may select all, some or none of the Respondents for interviews. If the City elects to

conducts interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

Negotiations may be conducted with the responsible Firm who submits an RFP determined to be a reasonable susceptible of being selected for award. All Firms will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of Request for Proposal. Revisions to the RFP's may be permitted after submission and before award for the purpose of obtaining best and final offers.

In determining the best value for the City of Laredo, Request for Proposals will be evaluated on the following weighted criteria:

Qualifications/ Experience	25 points
Pricing	25 points
Past Performance	30 points
Local Service	20 points
Total Evaluation Points	100 points

6. TERM OF CONTRACT

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. Teh contract may be extended for one (1) additional two-year period. Should the vendor desire to extend the contract for the additional two-year period, it must notify the City in writing no later than sixty (60) days before the expiration date 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 Agent & City Manager or his designee, without further action by the City of Laredo Council, subject to and contingent upon appropriation of funding therefore.
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 three (3) months. 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. All annual contracts shall bound by the terms of the bid documents.
The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council before the contract expiration date. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. When the contractor cannot abide by the terms and conditions of this contract, then the City reserves the right to purchase on the open market, and charge the contractor the difference between the contract price and the open market purchase price, constitute a total breach of this contract, and shall be cause for termination. In the event that a price increase is deemed excessive by the Purchasing Division, this contract will be canceled and new bids solicited.

7. AWARD OF CONTRACT

Submission and award of bid shall be based on the "Terms and Conditions of the Request for Proposals", which is attached and is part of these specifications. This contract will be awarded based on the Best Value Evaluation factors listed in the request for proposals document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

8. PRICE ADJUSTMENT

During the period of this contract, prices may be increased or decreased. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract

vendor will be selected on the basis of competitive bids. Documentation may be emailed to jezapata@ci.laredo.tx.us.

Quantity: 1 Price: $80.00 Total: $80.00

Response Total: $80.00

OVERVIEW

TAMCO Services is pleased to submit this proposal to assist the City of Laredo landfill with its need for the recovery and removal of freon from appliances being brought to the landfill for disposal.

TAMCO Services is a sole proprietorship, based in Laredo, TX, which started on September 1st, 2017. The company has held the, current, freon disposal contract with City of Laredo since October 12, 2019. During this contract, We have executed the services of hundreds of units.

OUR PROPOSAL

The City of Laredo receives a variable number of refrigerant-containing units for disposal on a weekly or bi-weekly basis. An influx of units may be brought to the landfill at any given moment, and not having quick access to remove the freon from these units may result in an unwanted abundance of refrigerant-containing units which poses an environmental threat.

As the current City of Laredo contract holder for this service, TAMCO Services understands the need to be readily available to service these units so that the appliances may be, safely, broken down for disposal, recycling, or for the sale of parts, if applicable. Because the number of units being brought to the landfill may vary from day-to-day, We understand that an influx of units may require attention at a moment's notice. For this reason, TAMCO prides itself in its quick response time. It is our goal to respond to requests within a couple of hours and have an EPA-licensed technician at the site within 24 hours (excluding Sunday's unless special arrangements have been made to revise or request a special work schedule).

Execution Strategy

Our execution strategy is strongly based on effective communication. Responses to requests for service are completed within a couple of hours and are, then, immediately communicated to a technician. The project will be completed within a time frame approved by the landfill personnel – this will be clearly communicated before starting the project.

Resources

TAMCO Services utilizes 3 EPA-licensed technicians, deemed certified to handle, recover, and/or remove regulated refrigerants, who will keep their proof of certification, on hand, while on the premises.

We also, provide a Certificate of Liability Insurance in adherence with City of Laredo's insurance terms and conditions.

Timeline for Execution

All projects will be completed within a time frame approved by the landfill personnel. Communication will be conducted on a weekly basis to see if there is a need for services. When a need for service is established, a technician will be on the premises within 24 hours.

Supplied Material

All material required for project completion will be supplied by TAMCO Services including, but not limited to, the following materials listed within the City of Laredo's RFP:

- Recovery machine
- Disposal tanks
- OSHA-compliant safety devices and equipment
- Technician's personal protective equipment

PRICING

TAMCO Services will complete the removal of freon from A/C and refrigerator units at a flat rate of $80 per unit.

QUALIFICATIONS

TAMCO Services continues to provide high quality service to the City of Laredo in the following ways:

- Current contract holder for freon removal – TAMCO Services understands the needs of this service and prides itself in building good rapport with the landfill personnel.
- Quick turnaround – a technician is at the premises within 24 hours of request.
- Competitive pricing – We pride ourselves in offering quality service at an affordable price.
- Local business – small businesses are known to stimulate the local economic growth.

CONCLUSION

TAMCO Services looks forward to supporting the, current, needs at the City of Laredo landfill. We am confident that we can exceed the expectations by providing a quality service built on effective communication.

Thank you for your consideration,

Tammy Ramirez
Owner, TAMCO Services

RFP 2026-007 DISPOSAL OF FREON - SOLID WASTE

RECOMMENDATION PANEL Rating Tabulation

Tabulation by: Griselda Hidalgo

Panel Members:
Bishop Wagener - Environmental & Solid Waste Services Director
Araceli Vazquez - Environmental Services Assistant Director
Jeanette Villarreal - Solid Waste Supervisor
Christopher Ibarra - Soid Waste Superintendent
Fernando Salas, Jr. - Solid Waste Superintendent

	Firms Listed in Alphabetical Order				
Evaluation Criteria	MAXIMUM RATING *	TAMCO Services			
QUALIFICATIONS / EXPERIENCE	**125**	121			
PRICING	**125**	104			
PAAST PERFORMANCE	**150**	140			
LOCAL SERVICE	**100**	94			
TOTAL POINTS	***500***	***459***			

Solicitation Open Date: 10/30/2025 ***Solicitation Close Date: 11/19/2025***

Panel Recommendation: TAMCO Services

Comments: TAMCO Services was sole bidder.

City of Laredo

City Council

Meeting Date: 5/4/2026 **Consent Agenda 52.**

SUBJECT
Motion to approve tax roll adjustments for the month of March 2026. The amounts adjusted represent a decrease of $61,308.69 for prior year taxes and a decrease of $396,091.86 for current year taxes. The aggregate adjustment represents a decrease of $457,400.55. These adjustments are determine by value changes reported by the Webb County Appraisal District, which include rollbacks and reflected in General Fund.

PREVIOUS COUNCIL ACTION
Approves tax roll each year.

BACKGROUND

Under Section 26.09(e), Calculation of Tax, of the Texas Property Tax Code, "The Assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amount of tax entered as approved by the governing body constitutes the unit's tax roll." It was the recommendation of the City Attorney and the Tax Collections Attorney that adjustments be approve each month in addition to the tax roll been accepted with adjustments.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: N/A
Supporting goal(s)/policy(ies): N/A
Summary of alignment:N/A

COMMITTEE RECOMMENDATION
Not Applicable.

STAFF RECOMMENDATION
Approve motion.

Fiscal Impact

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

FINANCIAL IMPACT:
For the month of March 2026, tax revenues decreased by $457,400.55 in General Fund.

YR/ROLL/PD	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
09 R 1	.00	.00	.00	.00	14.75	.00	.00	.00
09 TOTALS	.00	.00	.00	.00	14.75	.00	.00	.00
20 R 1	1569.55	.00	.00	1055.17-	3.36	.00	2431.64	2243.56-
20 TOTALS	1569.55	.00	.00	1055.17-	3.36	.00	2431.64	2243.56-
21 R 1	1947.47	.00	7.53	1135.06-	5.48	.00	2231.71	2231.72-
21 TOTALS	1947.47	.00	7.53	1135.06-	5.48	.00	2231.71	2231.72-
22 R 1	5877.66	.00	.00	1164.93-	102.66	.00	2251.63	2251.63-
22 TOTALS	5877.66	.00	.00	1164.93-	102.66	.00	2251.63	2251.63-
23 R 1	15282.04	.00	.00	9013.18-	3305.64	.00	13770.82	13097.86-
23 TOTALS	15282.04	.00	.00	9013.18-	3305.64	.00	13770.82	13097.86-
24 R 1	21526.96	.00	.00	95144.03-	9557.52	.00	119474.02	46740.63-
24 TOTALS	21526.96	.00	.00	95144.03-	9557.52	.00	119474.02	46740.63-
25 R 1	31056.78	.00	3796.05	427148.64-	472412.73	.00	357884.80	431479.22-
25 TOTALS	31056.78	.00	3796.05	427148.64-	472412.73	.00	357884.80	431479.22-
TOTALS	77260.46 ✓	.00	3803.58	534661.01- ✓	485402.14	.00	498044.62	498044.62-

TAX ADJUSTMENTS MARCH 2026

	Prior Years Tax Year 2024 and Prior	Current Year Tax Year 2025	Total
+BASE	46,203.68	$ 31,056.78	$ 77,260.46
-BASE	(107,512.37)	$ (427,148.64)	$ (534,661.01)
Total	(61,308.69)	(396,091.86)	**$ (457,400.55)**

		PREVIOUS BALANCES	ORIGINAL TRANSACTIONS	ADJUSTMENTS	NET THIS PERIOD	ENDING BALANCES
			<----------TRANSACTIONS THIS PERIOD ---------->			
	BASE TAX BILLED	2104,889,943.67		457,400.55-	457,400.55-	2104,432,543.12
-	BASE TAX PAID	2085,705,365.35	2,797,538.63	373,553.34-	2,423,985.29	2088,129,350.64
-	BASE PAID FROM DEFERRED					
+/-	ADJUSTMENTS TO UNPAID TAX	2,734.03-				2,734.03-
=	OUTSTANDING BASE TAX	19,181,844.29				16,300,458.45
	CHARGES LEVIED					
-	CHARGES PAID					
+/-	ADJUSTMENTS TO UNPAID CHARGES					
=	OUTSTANDING CHARGES					
OTHER PAID:						
	PENALTY	28,024,652.84	171,278.00	201.78-	171,076.22	28,195,729.06
	INTEREST	11,977,207.27	78,544.08	113.85-	78,430.23	12,055,637.50
	COLLECTION FEE	15,451,113.05	41,685.36	117.66-	41,567.70	15,492,680.75
	DISCOUNT					
	UNAPPLIED	423,745.17	17,902.83	115,219.09-	97,316.26-	326,428.91
	DEFERRED					
	TOTAL PAID	2141,582,083.68	3,106,948.90	489,205.72-	2,617,743.18	2144,199,826.86

City of Laredo

City Council

Meeting Date: 5/4/2026 **Consent Agenda 53.**

SUBJECT

.

Consideration to award service contract FY25-073 to HST Utility Inc, Saint Petersburg, Florida in an amount of $467,250.00 for Phases I to IV to replace existing large water meters with Neptune Mach 10 ultrasonic water meters at various locations throughout the city. The Utilities Department is awarding Phase I for $125,800.00 immediately and then reserves the right to award Phase II ($180,100.00), Phase III ($98,300.00), and Phase IV ($63,050.00) at later dates and if it determines fit. Each phase will include the replacement of a specified number of meters. This contract shall be for an initial period of six (6) months from the commencement date. Funding is available in the Waterworks Fund - 2024 Water Revenue Bone.

PREVIOUS COUNCIL ACTION
BACKGROUND

The City Council previously awarded service contract FY25-073 to HST Utility Inc. on 10/20/2025 for Phase V to replace existing large water meters at various locations thoughout the city and reserved the right to award Phases 1 to IV at a later date and as it determined fit. The Contractor is required to remove existing large water meters (sizes 3", 4", 6", and 8" as applicable) and replace them with Neptune Mach 10 ultrasonic water meters provided by the City. Each phase will include the replacement of a specified number of meters. Installation cost shall include labor, equipment, parts, accessories, and appurtenances to complete the replacement project. This contract shall be for an initial period of six (6) months from the commencement date. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong - The agenda item directly supports stated goals and policies in the Viva Laredo Comprehensive Plan that address efficient water system management, infrastructure modernization, and sustainable resource use.

Supporting goal(s)/policy(ies): Goal 7.1 (p. 237):
"Maintain and enhance Laredo’s water system infrastructure to ensure reliable service, efficient operations, and sustainable use of resources."
- Viva Laredo City of Laredo Comprehensive Plan
Policy 7.1.2 (p. 238):
"Upgrade and replace aging water meters, lines, and related infrastructure to improve efficiency, reduce water loss, and enhance service reliability."
- Viva Laredo City of Laredo Comprehensive Plan
Policy 7.2.1 (p. 239):

"Implement technologies that increase accuracy in water measurement and billing, support conservation, and improve utility management."
- Viva Laredo City of Laredo Comprehensive Plan
Goal 9.3 (p. 310):
"Invest in utility infrastructure that supports economic growth, fiscal responsibility, and long-term community resilience."
- Viva Laredo City of Laredo Comprehensive Plan
Relevance:
• The replacement of large water meters with Neptune Mach 10 ultrasonic meters directly fulfills the call to replace aging water system infrastructure (Goal 7.1; Policy 7.1.2).
• The adoption of ultrasonic meter technology advances accurate water measurement, billing, and conservation (Policy 7.2.1).
By ensuring reliable water supply infrastructure, the project supports economic development and community resilience (Goal 9.3).

Summary of alignment: The agenda item to award a contract for the phased replacement of large water meters with modern ultrasonic meters is strongly aligned with the Viva Laredo Comprehensive Plan. It directly implements identified infrastructure priorities-upgrading aging meters, integrating advanced metering technologies, and ensuring sustainable and efficient water management. The project also intersects with broader planning themes, including public health (reliable water service), equity (accurate billing), economic development (supporting businesses and growth with reliable infrastructure), and sustainability (water conservation through precise measurement).

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this contract be awarded.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Yes.
Source of Funds:	2024 Water Revenue Bond.
Account #:	557-9884-535-9301 Project ID: WP2515
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:
All services will be purchased on an as need basis. 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.

FY25-073
HST Utility Inc.
Supplier Response

Event Information

Number: FY25-073
Title: FY25-073 Large Water Meter Replacement & Installation Project – Utilities Department
Type: Request For Proposal
Issue Date: 7/14/2025
Deadline: 8/14/2025 05:00 PM (CT)
Notes: **Vendors are strongly encouraged to attend the Pre-Bid Meeting which will be held on Friday, July 25, 2025 at 2:00 PM located at Utilities Administration Building located at 5816 Daugherty Avenue, Laredo, Texas 78041.**

Vendors/contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission.

The City of Laredo reserves the right to reject any and all bids, and to waive

any minc. ..regularities.

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. **********

Bid forms can be downloaded and printed through Cit-E-Bid. *****Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered. ********

Contact Information

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

HST Utility Inc. Information

Contact: Matt Sadowski
Address: 7901 4th St N Ste 300
Saint Petersburg, FL 33702-4399
Phone: (800) 899-4858
Email: msadowski@hstutility.com
Web Address: www.hstutility.com

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

Matt Sadowski
Signature

msadowski@hstutility.com
Email

Submitted at 8/12/2025 12:09:24 PM (CT)

Response Attachments

Bidder Information Questionnaire - HST Utility.pdf

Bidder Information Questionnaire - HST Utility

Section 1 Contractor's Profile & Qualifications - HST Utility.pdf

Section 1 Contractor's Profile & Qualifications

Conflict of Interest Questionnaire-Revised 1-1-2021.pdf

Conflict of Interest Questionnaire

Discretionary Contracts Disclosure - HST Utility.pdf

Discretionary Contracts Disclosure - HST Utility

W9 - HST Utility, Inc - 2025-1.pdf

W9 - HST Utility, Inc.

City of Laredo, TX Submittal - HST Utility, Inc.docx

HST Utility Submittal including resumes, W9, insurance, etc.

Section II Price Schedule - HST Utility.pdf

Price Schedule - HST Utility Signed.

Non-Collusive Affidavit Form.pdf

Non-Collusive Affidavit - HST Utility

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** HST Utility, Inc. and Matt Sadowski, 754-283-2147

3	**State how long under has the business been in its present business name** Florida - 2023
4	**If applicable, list all other names under which the Business identified above operated in the last five years** n/a
5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
6	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? No to all.
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 to all.
8	**State if the Company is a certified minority business enterprise** This company is not a certified minority business
9	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

10	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
11	**Conflict of Interest Questionnaire** Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? Yes
12	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	**This is a** New Submission
14	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Matt K Sadowski
15	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department FY25-073 Large Water Meter Replacement & Installation Project – Utilities Department
16	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** HST Utility, Inc.
17	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
18	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. n/a
19	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable

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

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

No response

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

Not Applicable

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

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

No response

23 **Question 7. Disclosure of political contributions**

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

Not Applicable

24 **Question 7. Disclosure of political contributions**

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

No response

25 **Updates on contributions required**

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

26 **Question 8. Disclosure of Conflict of Interest**

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

I am not aware of any conflict of interest

27 **8. Disclosure of Conflict of Interest**

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

No response

28	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☑ I have read and understand this section
29	**Question 10. No Contact with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section
30	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised
31	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Matt Sadowski, Sales Account Manager, HST Utility, Inc., 8/11/2025
32	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct
33	**Company Information Questionnaire** ☑ I have completed this section
34	**Conflict of Interest Questionnaire** ☑ I have completed this section
35	**Non-Collusive Affidavit** ☑ I have completed and included this form
36	**Discretionary Contracts Disclosure** ☑ I have completed this section

37 **Certificate of Interested Parties (Form 1295)**

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

☑ I will comply with this form

38 **Insurance Terms and Conditions**

INSURANCE REQUIREMENTS

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

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

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

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

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

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the

Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

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

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

NON-CONSTRUCTION BIDS:

Insurance Requirements

The successful bidder(s) shall furnish the City with a Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(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, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

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

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

CONSTRUCTION BIDS:

INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(i) 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 for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

(k) 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.

(l) 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. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(m) 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.

(n) 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 a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
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, Builders Risk, and all liability policies. 13. 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.
4. 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.
5. 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.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
8. 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.

(o) 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 coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(p) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

☑ I agree my insurance meets minumum requirements

39	**Disqualification & Debarment Certification** **DISQUALIFICATION & DEBARMENT CERTIFICATION** By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill. ☑ I certify to the terms and conditions

40

Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

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

☑ I have read and understand this section

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

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

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

☑ I have read and understand this section

42 **Ordinace 2018-O-175**

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

non-local vendor

43 **Terms and Conditions Request for Proposals**

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that **that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.**

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

(d) Proposed delivery time must be shown and shall include business days.

(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF PROPOSAL
(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.
(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.
(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.
(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.
(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.
4.0 REJECTION OF PROPOSALS The City may reject a proposal if:
(a) Vendor misstates or conceals any material fact in the proposal.
(b) Proposal does not strictly conform to the law or the requirements of the proposal.
(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.
(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.
(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any proposal.
5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.
6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.
7.0 CLARIFICATION AND PROTEST PROCEDURE
(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata, 5512 Thomas Avenue, Laredo, Texas 78041; email: jezapata@ci.laredo.tx.us _ Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.
(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata 5512 Thomas Avenue, Laredo, Texas 78041 ealdape@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS
(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.
9.0 INTENT OF CONTRACT
(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.
10.0 AWARD OF CONTRACT The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.
Definition of best value criteria as per The Institute for Public Procurement is:
"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."
If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:
(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled. (4) Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).
11.0 ENTIRE AGREEMENT
(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.
12.0 PAYMENT & INVOICING
(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.
13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:
TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE

AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT (a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

4 4 Contractor's Profile & Qualifications, Experience & Location (65 Points) Upload onto Cit-e-Bid

Section I: Contractor's Profile & Qualifications, Experience & Location (65 Points)
****Upload documentation onto Cit-e-Bid****

It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.

How will you meet required turnaround time for completion of this project? Please provide location of your company and how it will help in servicing this contract. (Location & Service)

Describe how your company is qualified to service this contract?

Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work.

1. Number of people employed: _____

2. Average years of experience of current employees: _____

3. Total number of certified technicians: _____

4. Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement?
Yes_____ _____ No _____

Warranty
Please include days, months, or year of your warranty for repairs.

_____

☑ Yes

Bid Lines

1 Package Header

Sub-Section A Phase I Installation Cost to include: labor, equipment, parts, accessories, and appurtences to complete the installation.

Quantity: 1 UOM: PKG Total: $125,800.00

Item Notes: Price Schedule (35 Points)
An evaluation of the pricing to the City of Laredo – Total Weighted Evaluation Score 35 Points (All Sections will be combined for one grand total)

Package Items

1.1 3" Meter

Quantity: 30 UOM: Installation Cost Price: $2,400.00 Total: $72,000.00

1.2 4" Meter

Quantity: 9 UOM: Installation Cost Price: $2,800.00 Total: $25,200.00

1.3 6" Meter

Quantity: 4 UOM: Installation Cost Price: $4,250.00 Total: $17,000.00

1.4 8" Meter

Quantity: 2 UOM: Installation Cost Price: $5,800.00 Total: $11,600.00

2 Package Header

Sub-Section B Phase II Installation Cost to include: labor, equipment, parts, accessories,

and appurtences to complete the installation.

Quantity: 1 UOM: PKG Total: $180,100.00

Item Notes: Price Schedule (35 Points)
An evaluation of the pricing to the City of Laredo – Total Weighted Evaluation Score 35 Points (All Sections will be combined for one grand total)

Package Items

2.1 3" Meter

Quantity: 61 UOM: Installation Cost Price: $2,400.00 Total: $146,400.00

2.2 4" Meter

Quantity: 9 UOM: Installation Cost Price: $2,800.00 Total: $25,200.00

2.3 6" Meter

Quantity: 2 UOM: Installation Cost Price: $4,250.00 Total: $8,500.00

3 Package Header

Sub-Section C Phase III Installation Cost to include: labor, equipment, parts, accessories, and appurtences to complete the installation.

Quantity: 1 UOM: PKG Total: $98,300.00

Item Notes: Price Schedule (35 Points)
An evaluation of the pricing to the City of Laredo – Total Weighted Evaluation Score 35 Points (All Sections will be combined for one grand total)

Package Items

3.1 3" Meter

Quantity: 28 UOM: Installation Cost Price: $2,400.00 Total: $67,200.00

3.2 4" Meter

Quantity: 6 UOM: Installation Cost Price: $2,800.00 Total: $16,800.00

3.3 6" Meter

Quantity: 2 UOM: Installation Cost Price: $4,250.00 Total: $8,500.00

3.4 8" Meter

Quantity: 1 UOM: Installation Cost Price: $5,800.00 Total: $5,800.00

4 Package Header

Sub-Section D Phase IV Installation Cost to include: labor, equipment, parts, accessories, and appurtences to complete the installation.

Quantity: 1 UOM: PKG Total: $63,050.00

Item Notes: Price Schedule (35 Points)
An evaluation of the pricing to the City of Laredo – Total Weighted Evaluation Score 35 Points (All Sections will be combined for one grand total)

Package Items

4.1 3" Meter

Quantity: 21 UOM: Installation Cost Price: $2,400.00 Total: $50,400.00

4.2 4" Meter

Quantity: 3 UOM: Installation Cost Price: $2,800.00 Total: $8,400.00

4.3 6" Meter

Quantity: 1 UOM: Installation Cost Price: $4,250.00 Total: $4,250.00

5 Package Header

Sub-Section E Phase V Installation Cost to include: labor, equipment, parts, accessories, and appurtences to complete the installation.

Quantity: 1 UOM: PKG Total: $158,600.00

Item Notes: Price Schedule (35 Points)
An evaluation of the pricing to the City of Laredo – Total Weighted Evaluation Score 35 Points (All Sections will be combined for one grand total)

Package Items

5.1 3" Meter

Quantity: 52 UOM: Installation Cost Price: $2,400.00 Total: $124,800.00

5.2 4" Meter

Quantity: 6 UOM: Installation Cost Price: $2,800.00 Total: $16,800.00

5.3 6" Meter

Quantity: 4 UOM: Installation Cost Price: $4,250.00 Total: $17,000.00

Response Total: $625,850.00

34.0 **Bidder Information Questionnaire**

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

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder, and that the contents of this proposal as to prices, terms or conditions of said proposal 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 proposal the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) HST Utility, Inc.

Signature of person authorized to sign proposal: Matt Sadowski Date: 8/11/25

Print Name of person authorized to sign proposal: Matt Sadowski

Title: Sales Account Manager

Business Address: 7901 4th St. N Ste 300

City, State, Zip Code: Saint Petersburg, FL 33702-4399

Telephone Number: 800-899-4858 Fax Number:

Contact Person Email Address: msadowski@hstutility.com

Federal Tax ID Number: 92-3329318

Bidders Principal/Corporate Place of Business Address: same

Indicated Status of Business:

Corporation X Partnership Sole Proprietorship Other:

If other state business status: Florida - current

State how long under its present business name: 3 years

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

n/a

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

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

Is any litigation pending against the Business? Yes No.

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB):	Yes	No	Disadvantaged Business Enterprise (DBE):	Yes	No
Small Disadvantaged Business Enterprise (SDBC)	Yes	No	Other: Please specify		

This company is not a certified minority business: ☒

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

29.0 Required Submittals

The City of Laredo will be utilizing best value evaluation criteria to select the contract vendor (s). You are asked to respond to the following questions and provide concise responses to these questions. Do include boilerplate marketing brochures or informational documents with your responses. **Documentation shall be uploaded on to Cit-E-Bid.**

30.0 Section 1: Contractor's Profile & Qualifications, Experience & Location (65 Points)

It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.

30.1 How will you meet required turnaround time for completion of this project? Please provide location of your company and how it will help in servicing this contract. (Location & Service)

While our corporate headquarters are located in Florida, our dedicated Large Meter crew is currently positioned in Carrollton, Texas. This local presence, combined with our extensive experience, enables us to mobilize quickly and deliver efficient, high-quality service anywhere in the state.

30.2 Describe how your company is qualified to service this contract?

Our Large Meter team offers more than 50 years of combined installation experience, ensuring proven skill and efficiency on every project. Leading the department is a veteran with 46 years of hands-on expertise in installing and repairing large meters across a wide range of sizes, brands, and configurations.

30.3 Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work.

1. Number of people employed: 40
2. Average years of experience of current employees: 8 years
3. Total number of certified technicians: 25
4. Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement? Yes X No ____

30.4 Warranty

Please include days, months, or year of your warranty for repairs.

Warranty is 90 days

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

HST Utility, Inc.

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

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Matt Sadowski

Signature of vendor doing business with the governmental entity

8/5/25

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

37.0

City of Laredo
Discretionary Contracts Disclosure

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

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

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

First	M.I.	Last	Suffix
Matt	K	Sadowski	

***2. Contract Information.**

a) Contract or Project name(s): Large Water Meter Replacement & Installation Project

b) Originating Department(s): Utilities Department

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

Name (Print)	Signature	Name (Print)	Signature
HST Utility, Inc.	Matt Sadowski		

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

entity listed in Question 3

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

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

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

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

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

List of subcontractors:

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

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

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

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

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

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

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

individuals.

List of contributors:

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

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

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

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

***Acknowledgements**

X **Updates Required**
I understand that this form must be updated by submission of a revised 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.

X **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 contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-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.

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

***Oath**

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

Matt Sadowski	Matt Sadowski	Sales Account Manager
Name (Print)	Signature	Title
HST Utility, Inc.		8/11/25
Company or DBA		Date

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

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

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

HST UTILITY, INC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

7901 4TH ST N STE 300

Requester's name and address (optional)

6 City, state, and ZIP code

SAINT PETERSBURG, FL 33702-4399

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

9	2	–	3	3	2	9	3	1	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Rick Hauf | **Date** 5/8/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under *"By signing the filled-out form"* above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Request for Proposal

Large Water Meter Replacement & Installation Project
Utilities Department
Project No. FY25-073

Friday, August 15, 2025
HST Utility, Inc.

Matt Sadowski
Sales Manager
HST Utility, Inc.
7901 4th St. N Ste 300
Saint Petersburg, FL 33702-4399
Telephone: 800.899.4858
Email: msadowski@hstutility.com
www.hstutility.com

Contents

Introduction 3
Executional Framework: Delivering End-to-End Solutions with Precision and Reliability 4
Leadership 5
Resumes 7
Technology 9
HST Utility Selection 11
W-9 12
Insurance 13
Warranty 14
Subcontracting 14
Conclusion 14

Introduction

Friday, August 15, 2025

Mario I. Maldonado Jr.
City Secretary
City of Laredo
1110 Houston Street, Laredo, TX 78040

Dear Mr. Maldonado:

In this proposal, we will highlight the strengths of HST Utilities and define the execution framework that has positioned us as a leader in the installation industry. Before delving into the specifics, it's important to emphasize that we consider ourselves your partners throughout this process. From the moment of selection, we work closely with you to evaluate the project, define the scope, and identify potential challenges. We then develop a clear, actionable plan designed to meet your requirements and ensure a successful outcome.

Meter installation is at the heart of our business, and there are several key advantages to choosing HST Utility for your needs. With decades of experience in the installation of AMI, Fixed Network, and AMR systems, we bring a broad expertise to the table. Importantly, we are agnostic when it comes to the specific meters we work with, focusing instead on delivering the best solution for your unique needs. Our "Boots on the Ground" approach ensures that we are there every step of the way, providing value that extends beyond installation.

Our expertise spans the entire process: from supply chain management and integration to installation, maintenance, and the support of advanced smart metering technologies. Additionally, we offer ongoing field maintenance, operational support, technical assistance, and meter asset consulting to ensure long-term success.

Having thoroughly reviewed your Request for Proposal; we fully understand the scope of work and are confident in our ability to meet your expectations. Leveraging our extensive experience working with leading meter providers, we are prepared to offer valuable insights and recommendations on optimizing processes and tools to maximize the value and efficiency of the project.

Sincerely,

Matt Sadowski

Matt Sadowski
Sales Manager
HST Utility, Inc.
7901 4th St. N Ste 300
Saint Petersburg, FL 33702-4399
Mobile: 754.283.2147
Telephone: 800.899.4858
Email: msadowski@hstutility.com
www.hstutility.com

Executional Framework: Delivering End-to-End Solutions with Precision and Reliability

HST Utility was founded to address a critical market need: a more reliable, transparent, and results-driven approach to infrastructure solutions. We believe in a better way to do business—one built on long-term partnerships and operational excellence. Unlike many competitors who may not be available when you need them most, HST is committed to enduring service and reliability.

With over 30 years combined expertise, we execute with precision by integrating technology, data, and process-driven methodologies. Our comprehensive solutions are designed to capture, control, and analyze water and energy consumption data, supporting everyone from individual customers to entire Water Districts. At our core, we are transforming the nation's infrastructure, creating new revenue streams, optimizing operational efficiencies, and enhancing customer experience.

Our executional framework is centered on **Advanced Metering Infrastructure (AMI) and Automated Meter Reading (AMR),** leveraging real-time data to drive smarter decisions across the entire Water District ecosystem. Our adaptable technology ensures that clients have the tools they need today, with flexibility to scale and evolve alongside future business demands.

HST Utility is not just another installation company. Where others prioritize quick wins and leave unfinished work behind, we take ownership of every aspect of the project. Our structured approach includes:

- **Pre-Construction Planning** – Comprehensive site assessments and strategic execution roadmaps.
- **Ongoing Communication** – Weekly progress meetings, clearly defined action items, and proactive issue resolution.
- **Seasoned Leadership** – A dedicated team of industry experts guiding each phase with precision.
- **Customer-Centric Execution** – A commitment to not just managing the process but leading it.

By prioritizing efficiency, accountability, and customer service, HST ensures that every project is completed with excellence, on time, within scope, and beyond expectations.

Leadership

Leadership comes in many flavors. We wanted to share what it means to us so you can see how it translates to you.

Our style is simple. Identify the situation, problem solving to create the solution and execute at a high level. Sounds easy. With over 30 years of experience in the water, gas, and electric world we have learned a few things. We understand:

- Supply Chain has not recovered.
- Data can be trouble.
- Every system is different.
- Every utility runs things their own way.
- There will be challenges.

We say this upfront because we know the struggle is real. How do we tip the balance back in our favor? Great question.

It starts with you knowing what we are capable of:

1. **Commercial & Industrial Expertise** – Our team specializes in all commercial applications, from large meter installations to complex vault work.
2. **On-Site Meter Testing & Calibration** – We offer in-field testing, repair, and recalibration services for industrial and commercial water meters.
3. **Mobile Testing Capabilities** – Our mobile testing units can field test source services up to 12 inches in diameter, providing accurate and efficient diagnostics.
4. **Long-Term Maintenance Contracts** – We offer ongoing maintenance contracts to ensure system longevity and peak performance.
5. **Comprehensive Meter Installations** – We install water and electric meters of all sizes and brands, ensuring seamless integration with your existing infrastructure.
6. **Versatile System Implementation** – We support the installation of any metering system required, including AMR (Drive-By), Fixed Network, and AMI (Advanced Metering Infrastructure).
7. **Surveys & Lead Pipe Identification** – We conduct thorough surveys and lead pipe identification to enhance system efficiency and compliance.
8. **Advanced Work Order Management** – Our robust yet user-friendly Work Order Management system streamlines operations, with an optional post-project usage plan available.
9. **Certified Safety Standards** – All managers hold OSHA 30 certifications, ensuring compliance with safety regulations.
10. **Certified Payroll Compliance** – We provide certified payroll solutions to meet regulatory and reporting requirements.

HARD WORK & DEDICATION

At HST, we are more than just a service provider, we are your all-in-one partner for success. Our comprehensive solutions set us apart, ensuring seamless execution from start to finish. With a commitment to excellence and a focus on long-term value, we dedicate ourselves to making your project not just successful, but exceptional.

Bret Bates

Commercial Meter Manager

PROFESSIONAL SUMMARY

Highly skilled Large Water Meter Technician Manager with 46 years of extensive experience in the installation, maintenance, testing, and repair of commercial and industrial water meters ranging from 2" to 12" and beyond.

PROFESSIONAL EXPERIENCE

- Large Water Meter Installation & Replacement
- Testing, Calibration, and Certification
- Advanced Metering Infrastructure (AMI) Integration
- AWWA Standards Compliance
- Meter Vault Inspection & Upgrades
- Flow & Pressure Diagnostics
- Data Logging & Reporting
- Project Coordination & Crew Leadership
- Safety Compliance & Best Practices

CONTACT

PHONE:
(270) 570-1258

WEBSITE:
www.hstutility.com

EMAIL:
bbates@hstutility.com

PROJECT EXPERIENCE (Past 5 Years)

Toledo, OH (1500 3"-10" Indoor & Outdoor Sensus Meters & Endpoints)

Flint, MI (30,000 Indoor Badger Meters & Endpoints)

Richmond, MO (2900 5/8"-6" Neptune Meters & Aclara Endpoints)

Adrian, MI (5000 5/8"-6" Indoor & Outdoor Sensus Meters & Endpoints)

Carrolton, TX (100 3"-8" Outdoor Diehl Meters & Fenix Endpoints)

Plantation, FL (200 3"-8" Badger Meter & Endpoint)

Baltimore, MD (800 3"-12" Sensus, Hersey, & Badger Meters)

Charlotte, NC (3"-8" Octave Meters)

Rock Hill, SC (3"-8" Sensus Meters)

Austin, TX (400 3"-8" Sensus Meter & Endpoint)

Mantee County, FL (3"-8" Master Meter Meters)

Other Various Projects in Central and Southern USA ranging from 3"-12" installing over 10,000 Meters through my career.

BENJAMIN MASHNI

REGIONAL DIRECTOR OF OPERATIONS

PROFESSIONAL SUMMARY

Results-driven management director with 25 years of experience & a proven track record.

PROFESSIONAL EXPERIENCE

- Planning & execution of AMI projects, collaborating with cross-functional teams to ensure timely completion while staying within budget.
- Develop & execute strategic plans to optimize project efficiency & safety.
- Successful implementation & completion of large, high-profile residential & commercial projects.
- Extensive experience with leading industry manufacturers including Neptune, Badger, Sensus, Diehl, Aclara, Itron, Zenner, Metron, Honeywell & more.

CONTACT

PHONE:
(941) 718-3704

WEBSITE:
www.hstutility.com

EMAIL:
bmashni@hstutility.com

PROJECT EXPERIENCE (PREVIOUS 7 YEARS)

High Springs, FL (2900 5/8"-2" Neptune Meters & Aclara Endpoints)

Trenton, FL (600 5/8"-1" Diehl Meters & Aclara Endpoints)

Westmoreland, TN (1800 5/8"-1" Diehl Meters & Aclara Endpoints)

Toledo, OH (1500 3"-10" Indoor & Outdoor Sensus Meters & Endpoints)

Flint, MI (30,000 Indoor Badger Meters & Endpoints)

Pontiac, MI (15,000 5/8"-1" Indoor Neptune Meters & Aclara Endpoints)

Westland, MI (30,000 5/8"-2" Sensus Meters & Endpoints)

Coleridge, NE (1,000 5/8"-2" Neptune Meters & Endpoints)

West Fargo, ND (8000 5/8"-1" Indoor Sensus Meters & Endpoints)

Richmond, MO (2900 5/8"-6" Neptune Meters & Aclara Endpoints)

Elkhart, IN (2000 5/8"-2" Indoor Neptune Meters & Endpoints)

Mayville & Spaulding, MI (1000 5/8"-1" Zenner Meters & Endpoints)

Henrico, VA (5,000 5/8"-2" Neptune Meters & Itron Endpoints)

Howard County, MD (10,000 5/8"-1" Indoor Sensus Meters & Itron Endpoints)

Adrian, MI (5000 5/8"-6" Indoor & Outdoor Sensus Meters & Endpoints)

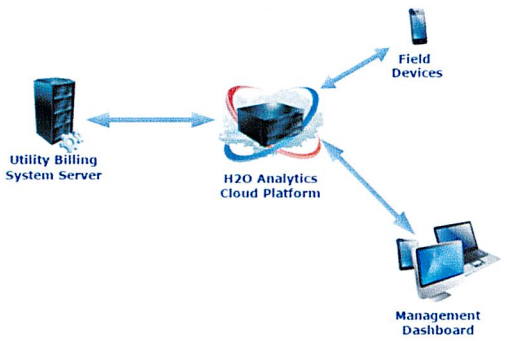
Askov, MN (1000 5/8"-1" Sensus Meters & Endpoints)

Greensville, VA (1000 5/8"-1" Sensus Meters & Endpoints)

Technology

One of the most crucial considerations in the early stages of a solicitation is technology, it is arguably the most critical aspect of the project. We often say, half-jokingly, that we are a technology company that install meters, but this statement holds true. Any issues in setting up, capturing, recording, or transferring data can disrupt the entire process, potentially requiring a complete restart. While this may sound strict, it underscores the importance of selecting the right technology solution. Whether you choose HST Utility or another provider, it is essential to fully understand their technological solution and what happens after implementation. The City of Laredo should require mobile software that enables the utility to collect complete and accurate data for its water meter change-out program. This software must support meter installers by streamlining data collection in the field while also ensuring seamless project tracking and integration with the utility's billing system. Key software functionalities should include:

- The ability to load the meter change-out information from the utility billing software using meter-reading route files in the <<format name>> format.
- The ability to geo-code location addresses and assist meter installers in navigating to customer locations.
- The ability to perform driving route optimization to minimize the amount of time installation crews spend driving from site to site.
- Data capture of the following information related to each meter installation: meter vault geo-coordinates, old meter make/model/size/serial number/radio serial number, old meter final reading, new meter make/model/size serial number/radio serial number, vault type, field notes and installer name.



- Digital photo captures for the old meter register, new meter and job site; including the ability to transmit, view and share full-resolution digital photos. All digital photos must be retained and retrievable securely from the cloud for at least 24 months after the completion of the installation project.
- Capture details on extra services and inventory items used on each meter installation. For example, track if there was a bypass, with or without strainer, gate valves, etc.
- The ability to enter free-form notes regarding individual meter installations.
- The software must be cloud-based and must not require the utility to set up or maintain its own web server, application servers or other dedicated hardware or software.

- The overall system design and development lifecycle supporting the software must adhere to secure software standards, and the hosting infrastructure must be based on a secure architecture including data center(s) which pass regular ISO 27001 audits.
- The software must require strong passwords and allow for customer password self-resets.
- Utility personnel must be able to view their project data including project overview charts, detailed records and digital photos.
- Must provide the capability to automatically notify project team members, including utility personnel, when individual work orders cannot be completed or otherwise require attention from the utility.
- The ability to generate "swap files" or "meter change-out files" in the format required by the billing system. These files will facilitate the automated setup of new meter information in the billing software and the posting of the final reading on the old meter.
- The ability to transfer the meter vault geo-coordinates to the billing software and export to GIS files.
- Mobile software must support iOS and Android operating systems and be compatible with high-accuracy GPS receivers from multiple vendors (no GPS hardware vendor lock-in).

We know this is a lot of information to process, but we believe it's important for several reasons. We show what we can do and have tried to cover what it should do. The best part, it's easy to navigate.

HST Utility Selection

Once selected as the contractor, HST Utility conducts a **comprehensive project review**, assigning a dedicated **Project Manager (PM)** to oversee all aspects.

Preparation & Planning

- **Supply Chain Coordination:** We ensure materials are ordered and ready for seamless installation.
- **IT Integration:** Our team collaborates with the Utility to align **Customer Information Systems (CIS)** and billing data, verifying compatibility for smooth electronic transfers.
- **Project Kickoff:** A planning meeting with HST, Utility stakeholders, and manufacturers defines roles, integration plans, and scheduling.

Execution & Quality Control

- The PM **manages logistics**, technician accommodations, and pre-installation training.
- In coordination with the Utility Customer Service Team to ensure **customer notifications** are sent before work begins.
- **Work Order Management System** is activated, and installation routes are assigned.
- A **100% Quality Control (QC) review** ensures compliance with HST and manufacturer standards, with detailed logs maintained.

Data Management & Project Completion

- Field data is reformatted and **uploaded daily** into the Utility's CIS system.
- Any system integration challenges are promptly identified and resolved.
- A **post-construction review** ensures all aspects are finalized before project sign-off.

Our Commitment

At HST, we combine **precision with flexibility**—understanding your system before integration. Proper preparation leads to the best possible results.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

HST UTILITY, INC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
7901 4TH ST N STE 300

Requester's name and address (optional)

6 City, state, and ZIP code
SAINT PETERSBURG, FL 33702-4399

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	2	–	3	3	2	9	3	1	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Rick Hauf | **Date** 5/8/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Insurance

Client#: 2304649 64HSTUTI

ACORD **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY): 9/19/2024

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

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

PRODUCER	CONTACT NAME: Melony Helton
McGriff Insurance Services LLC 2600 Eastpoint Parkway Louisville, KY 40223 502 489-5900	PHONE (A/C, No, Ext): FAX (A/C, No): 8668812184 E-MAIL ADDRESS: Certificate@McGriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Specialty Underwriters InsCo	13037
INSURER B : Technology Insurance Company	42376
INSURER C : Auto Owners Insurance	18988
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
HST Utility Inc.
13703 Messina Loop Unit 202
Bradenton, FL 34211-2133

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X BI/PD Ded:2,500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			CSU0215697	08/18/2024	08/18/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $100,000 $Excluded $1,000,000 $2,000,000 $2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			5522479700	04/18/2024	04/18/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	UMBRELLA LIAB OCCUR X EXCESS LIAB X CLAIMS-MADE DED X RETENTION $0			CSU0215704	08/18/2024	08/18/2025	EACH OCCURRENCE AGGREGATE $	$1,000,000 $1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TWC4467992	08/18/2024	08/18/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded: Keith Tamminga

Workers Compensation: Waiver of Subrogation Form# WC000313

CERTIFICATE HOLDER

HST Utility Inc.
13703 Messina Loop Unit 202
Bradenton, FL 34211

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Warranty

HST Utility guarantees all large water meter work for a period of 90 days from the installation date, covering defects in company-supplied materials and workmanship issues related to the installation. Most installation-related issues typically arise within the first month. This warranty includes the replacement of any property or materials damaged by HST Utility employees during the installation process.

Subcontracting

HST Utility will not be utilizing subcontractors on this project. The work to be performed will be completed entirely by our employees. We require our employees to undergo testing and education programs specific to the electronic solution to be installed. All our employees hold OSHA 30 and Confined Space Certification, and some require a State certification by Weights and Measures. The work to be done requires technical skills to install, which we provide for each employee.

Conclusion

Thank you for the opportunity to earn your business. We truly appreciate your consideration and do not take it lightly. If you have any questions or concerns, please feel free to reach out to us anytime.

Warm Regards,

Matt Sadowski

Matt Sadowski
Sales Manager
HST Utility, Inc.
7901 4th St. N Ste 300
Saint Petersburg, FL 33702-4399
Mobile: 754.283.2147
Telephone: 800.899.4858
Email: msadowski@hstutility.com
www.hstutility.com

31.0 **Section II: Price Schedule (35 Points)**
An evaluation of the pricing to the City of Laredo – Total Weighted Evaluation Score 35 Points (All Sections will be combined for one grand total)

31.1 Sub-Section A Phase I Installation Cost to include: labor, equipment, parts, accessories, and appurtenences to complete the installation.

Phase I	Quantity	Installation Cost	Ext. Cost
3" Meter	30	$ 2400.00	$ 72,000.00
4" Meter	9	$ 2800.00	$ 25,200.00
6" Meter	4	$ 4250.00	$ 17,000.00
8" Meter	2	$ 5800.00	$ 11,600.00
Total	45	Phase I Total	$ 125,800.00

31.2 Sub-Section B Phase II Installation Cost to include: labor, equipment, parts, accessories, and appurtenences to complete the installation.

Phase II	Quantity	Installation Cost	Ext. Cost
3" Meter	61	$ 2400.00	$ 146,400.00
4" Meter	9	$ 2800.00	$ 25,200.00
6" Meter	2	$ 4250.00	$ 8,500.00
Total	72	Phase II Total	$ 180,100.00

31.3 Sub-Section C Phase III Installation Cost to include: labor, equipment, parts, accessories, and appurtenences to complete the installation.

Phase III	Quantity	Installation Cost	Ext. Cost
3" Meter	28	$ 2400.00	$ 67,200.00
4" Meter	6	$ 2800.00	$ 16,800.00
6" Meter	2	$ 4250.00	$ 8,500.00
8" Meter	1	$ 5800.00	$ 5,800.00
Total	37	Phase III Total	$ 98,300.00

31.4 Sub-Section D Phase IV Installation Cost to include: labor, equipment, parts, accessories, and appurtenences to complete the installation.

Phase IV	Quantity	Installation Cost	Ext. Cost
3" Meter	21	$ 2400.00	$ 50,400.00
4" Meter	3	$ 2800.00	$ 8,400.00
6" Meter	1	$ 4250.00	$ 4,250.00
Total	25	Phase IV Total	$ 63,050.00

31.5 Sub-Section E Phase V Installation Cost to include: labor, equipment, parts, accessories, and appurtenences to complete the installation.

Phase V	Quantity	Installation Cost	Ext. Cost
3" Meter	52	$ 2400.00	$ 124,800.00
4" Meter	6	$ 2800.00	$ 16,800.00
6" Meter	4	$ 4250.00	$ 17,000.00
Total	62	Phase V Total	$ 158,600.00

Matt Sadowski 8/11/2025

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Matt Sadowski - HST Utility, Inc.
(a Partner of officer of the firm of, etc.)

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

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

Subscribed and sworn before me this 11 day of August 20 25

Notary Public

My commission expires:

June 26, 2029

REBECCA PEREZ RODRIGUEZ
Notary Public - State of Florida
Commission # HH 692300
My Comm. Expires Jun 26, 2029
Bonded through National Notary Assn.

City of Laredo

City Council

Meeting Date: 5/4/2026 **Consent Agenda 54.**

City of Laredo
Legislation Details

Meeting Date: 05/4/2026 **Consent Agenda**

SUBJECT
Authorizing the City Manager to award professional consulting services contract RFQ2026-006 to Carollo Engineers, Inc., Dallas, TX, for the assessment and optimization study of the City of Laredo's surface water treatment plants in the amount of $981,690.00. Funding is available in the 2024 Water Revenue Bond

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Moderate - Indirectly supports or contributes to the intent of a verbatim goal or policy from the Viva Laredo Plan.

Supporting goal(s)/policy(ies):
Relevant themes from the Viva Laredo Plan that connect to this agenda item include:

- Ensuring reliable, high-quality drinking water through optimized treatment plant performance directly supports public health and quality of life and can help mitigate long-term costs.
- This agenda item addresses critical water infrastructure and leverages technical assessment and process optimization to modernize utility operations
- Evaluating and upgrading core utility infrastructure is a foundational public-sector action that underpins sustainable growth and economic resilience

Summary of alignment:
The proposed assessment and optimization study is a forward-looking initiative that will position the City to:

- Improve the performance, reliability, and regulatory resilience of its water treatment plants
- Identify cost-effective capital and operational improvements
- Support long-term sustainability, environmental stewardship, and service quality for residents and businesses

PREVIOUS COUNCIL ACTION
Council on 2/2/26 meeting, approved to select and negotiate a professional consulting services contract with the top score, Carollo Engineers, Inc., for RFQ2026-006.

BACKGROUND
The City received four (4) proposals in response to RFQ2026-006, issued by the City of Laredo Utilities Department for professional consulting services to conduct a comprehensive assessment and optimization study of the City's two surface water treatment plants (Jefferson St WTP & El Pico WTP). The RFQ was publicly advertised and posted in accordance with the City's procurement policies and procedures.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Approve this motion.

FISCAL IMPACT

Fiscal Year:	2026
Budgeted (Y/N):	Y
Source of Funds:	2024 Water Revenue Bond
Account #:	557-9884-533-5526
Change Order (Exceeds 25% Y/N):	N

FINANCIAL IMPACT:
Funding is available in the 2024 Water Revenue Bond Account #557-9884-533-5526, Project ID: WP18CS

City of Laredo
WATER TREATMENT PLANTS ASSESSMENT AND OPTIMIZATION STUDY
SCOPE OF SERVICES

BACKGROUND

Carollo Engineers Inc. (Consultant) was selected to perform an assessment and optimization study of the Jefferson Street and El Pico water treatment plants (WTPs) for the City of Laredo (City). This assessment will evaluate the performance, efficiency, and condition of each WTP, with a focus on filter assessments, process optimization, taste and odor control, reliability, and long-term capital planning for the City.

PURPOSE

This Exhibit establishes the Scope of Work as described herein. Engineering services during design and construction phases are not included and may be added following completion of the assessment. The engineering services will consist of the following:

1. Task 100 – Assessment and Optimization Report
2. Task 200 – Process Unit Evaluation and Jar Testing
3. Task 300 – Taste and Odor Assessment
4. Task 400 – Cost and Implementation Roadmap
5. Task 500 – Operations Assistance
6. Task 600 – Meetings
7. Task 700 – Project Management
8. Task 800 – Additional Services

SCOPE OF SERVICES

TASK 100 – ASSESSMENT AND OPTIMIZATION REPORT

101 Planning and data requests

101.1 Consultant will prepare a data request. The data request will include:

- Twenty-four to thirty-six months of historical water quality data at Jefferson Street WTP and El Pico WTP. Data requested will include typical water quality parameters currently collected by the City for raw water, settled water, filtered water, and finished water as well as operational data such as head loss, backwash logs including flow and duration, filter to waste times, chemical feed doses, and plant flow rates. Relevant distribution system water quality parameters may be requested.
- Instrument calibration records and City's data quality assurance and quality control (QA/QC) procedures.
- Pertinent reports and construction documents of existing facilities such as record drawings, O&M manuals, TCEQ correspondence, and other relevant plant operational data and background information.

101.2 Consultant will review and compile historical water quality data and instrument calibration records and QA/QC procedures. Consultant will notify the City of potential data gaps or if additional information is needed.

101.3 Consultant will review instrument calibration records and QA/QC procedures and make recommendations for changes based on current regulatory requirements (TCEQ) and industry best practices.

102 Benchmarking and Diagnostics

102.1 Consultant will perform a desktop data analysis that includes analysis of the historical water quality data for both plants collected in Task 101.

102.2 Based on desktop data analysis in Task 102.1, Consultant will prepare optimization scorecards for process parameters such as settled water quality and filter performance, including post backwash turbidity criteria.

102.3 Consultant will assess filter performance data, including development of filter run length distributions, breakthrough analysis, and computing hydraulic loading rates and unit filter run volumes.

102.4 Consultant will identify treatment process data monitoring gaps and opportunities for upgrades.

102.5 Consultant will conduct one site visit for a Plant SCADA assessment at each WTP including up to three people from Consultant. The site visit will last 3 days including travel time. During the site visit, Consultant will identify instrumentation and SCADA system improvements, including one-minute logging for critical parameters where feasible.

102.6 Consultant will summarize instrument calibration and QA/QC procedure recommendations, desktop data analysis, optimization scorecards, filter performance data assessment, data monitoring gaps, and opportunities for instrumentation and SCADA upgrades in a draft Assessment and Optimization Technical Memorandum (TM). Results will be presented to the City in a TM review meeting (see Task 600 for meeting details). The City will review the draft TM and provide comments within 15 days of the TM review meeting.

102.7 Consultant will incorporate City comments and provide a final TM.

Task 100 Deliverables:

- Draft and final Assessment and Optimization TM.

TASK 200 – PROCESS UNIT EVALUATION AND JAR TESTING

201 – Process Unit Evaluation

201.1 Consultant will conduct one site visit at each WTP including up to five people from Consultant. Each site visit will last 2 days, for a total of 4 days including travel time. During the site visits, Consultant will assess process performance and improvement opportunities for raw water intake, pretreatment, rapid mix, flocculation, sedimentation, filtration, backwash systems,

disinfection, storage, and controls for Jefferson WTP and El Pico WTP. Consultant will identify structural and electrical concerns that may require further evaluation. Additional structural and electrical evaluation may be performed under Additional Services in Task 800.

202 – Jar Testing

202.1 Prior to testing, Consultant will prepare a jar testing protocol for City's review. Consultant will incorporate City's comments into final protocol prior to conducting the jar testing.

202.2 Consultant will perform jar testing at one of the City's WTP laboratories. The City will assist Consultant in sampling raw water for testing. The City will provide a benchtop jar tester, turbidimeter, the WTP's coagulation chemicals, pH meter, and alkalinity testing instrument (e.g. titrator). Consultant will provide any alternative coagulants or coagulant aid chemicals for evaluation. Laboratory fees for sampling required for the testing will be paid by the City. Consultant will conduct jar testing during one site visit. It is assumed that the testing will be completed by two Engineers over three days including travel time.

203 Process Unit Evaluation and Jar Testing TM

203.1 Consultant will prepare a draft TM summarizing the process unit evaluations and jar testing results for City review. Results will be presented to the City in a TM review meeting (see Task 600 for meeting details). The City will review the draft TM and provide comments within 15 days of the TM review meeting.

203.2 Consultant will incorporate City comments and provide a final TM.

Task 200 Deliverables:

- Draft and final jar testing protocol.
- Draft and final Process Unit Evaluation and Jar Testing TM.

TASK 300 – TASTE AND ODOR ASSESSMENT

301 Seasonal Response Plans

301.1 Consultant will review available MIB and Geosmin data. If any data gaps are identified, additional sampling may be recommended. If required, it is assumed the City will collect MIB and Geosmin samples and coordinate analysis.

301.2 Based on the occurrence of MIB and Geosmin data and effectiveness of the control strategies tested, seasonal response plans will be prepared.

302 Alternative Evaluation

302.1 Consultant will evaluate up to three options for taste and odor control at the City's WTPs. Potential options include chlorine dioxide, powdered activated carbon, granular activated carbon with or without biological activity, ion exchange, and ozone.

302.2 Based on preliminary evaluation, select options will be tested bench-scale at Carollo's WaterARC laboratory. It is anticipated that PAC, chlorine dioxide, and ozone will be tested. Consultant will collect raw water samples and ship to Water ARC®. Consultant's Taste and

Odor Technical Lead will attend bench-scale testing in-person to observe and provide data quality assurance/quality control. Based on bench testing, pilot testing may be recommended.

303 Taste and Odor Control Plan

303.1 Consultant will prepare a draft TM summarizing the results of the taste and odor evaluation. The TM will include a side-by-side comparison of evaluated technologies and a control plan. Results will be presented to the City in a TM review meeting (see Task 600 for meeting details). The City will review the draft TM and provide comments within 15 days of the TM review meeting.

303.2 Consultant will incorporate City comments and provide a final TM.

Task 300 Deliverables:

- Draft and final Taste and Odor Evaluation TM.

TASK 400 – COST AND IMPLEMENTATION ROADMAP

401 Cost Analysis

401.1 Consultant will prepare AACE Class 5 (planning level) cost estimates for recommended improvements. For example, should alternate filter backwash strategies be recommended, Consultant will estimate relative cost savings based on Consultant's previous work experience.

402 Cost Estimate and Implementation Roadmap TM

402.1 Consultant will prepare a draft prioritized roadmap organized as quick wins (optimization strategies), short-term improvements (6 to 24 month project duration), and long-term capital needs for City review. The City will review the draft roadmap and provide comments within 15 days.

402.2 Consultant will incorporate City comments and provide a final TM.

Task 400 Deliverables:

- Draft and final Cost Estimate and Implementation Roadmap TM.

TASK 500 – OPERATIONS ASSISTANCE

501 Standard Operating Procedures (SOP) Updates

501.1 Consultant will conduct one site visit at each WTP including up to three people from Consultant to perform an initial field review of existing documents. The site visit will last 3 days including travel time. Consultant will conduct one meeting (on-site) at each WTP with City Staff to review existing SOPs and training materials. It is anticipated that the City will provide existing SOPs at least two weeks prior to the site visit for Consultant's review.

501.2 Consultant will update up to 10 existing SOPs and training materials to reflect recommended optimization strategies and readily implementable improvements. It is assumed that only existing SOPs with recommended improvements will be reviewed and updated. SOPs will be updated to reflect any recommendations or improvements that are a part of this project.

The content development process will be designed for compliance with TCEQ and to meet stated City goals and objectives. The SOPs will contain a process description in sufficient detail to describe the process to operators in a direct format. It is anticipated that the existing SOPs will be provided by the City in Microsoft Word format to be edited by Consultant.

SOP outline:

1. Startup
   b) Startup and Safety Checks.
   c) Precautions against improper use.
2. Normal Operations
   b) Routine and normal operating instructions.
3. Shutdown
   b) Instructions on stopping.
4. Alternate Operations
   b) Seasonal and weekend operating procedures - Changes in schedules or setpoints for different seasons, days of the week, and times of day.

502 SOP Training Sessions and Deliverable

502.1 Consultant will conduct two in-person training sessions to review updated SOPs with the City. Training sessions will be conducted by two people from Consultant in a single trip over two consecutive days, for a total of 3 days including travel time.

502.2 The updated SOPs will be submitted as a Microsoft Word (native) file and also as a PDF file.

Task 500 Assumptions:

- Field verification review will be a combination of desktop review and on-site review with City staff.
- Revised and new procedures will be developed to the extent information is available including:
  - Equipment O&M manuals.
  - Control strategies.
  - As-built drawings.

Task 500 Deliverables:

- Draft and final SOPs. Final SOPs will be delivered to City as a Microsoft Word file and PDF file.

TASK 600 - MEETINGS

Consultant will conduct the following meetings. An agenda will be prepared in advance of each meeting. Consultant will prepare draft meeting minutes summarizing each meeting that will be distributed within one week of the meeting date for City review. Any comments received within 10 days will be incorporated into final meeting minutes. In-person meetings will be held at a City facility. Remote meetings will be scheduled and facilitated by Consultant via Microsoft Teams.

601 **Kickoff Meeting** (in-person) – Consultant will conduct a kickoff meeting with the City to discuss project objectives, Consultant's team, roles and responsibilities, and background information that will be required from the City. Up to 5 people from Consultant will attend the meeting.

602 **Monthly project progress meetings** (remote) – Consultant will conduct regular progress meetings with the City to discuss the previous month's progress, activities for the next month, and any information needs from the City. Up to 5 people from Consultant will attend each meeting.

603 **Assessment and Optimization TM Review Meeting** (in-person) – Consultant will review Assessment and Optimization Report with the City. Up to 5 people from Consultant will attend the meeting.

604 **Process Unit Evaluation and Jar Test Results Review Meeting** (in-person) – Consultant will review process unit evaluation and jar testing results and recommendations for coagulation improvements. Up to 4 people from Consultant will attend the meeting.

605 **Taste and Odor Control Plan Review Meeting** (in-person) – Consultant will present Taste and Odor Control Plan to City. Up to 4 people from Consultant will attend the meeting.

606 **Executive Summary Presentation** (in-person) – Consultant will provide a high-level summary presentation to City leadership summarizing findings, benefits, and the recommended procurement pathway. Up to 5 people from Consultant will attend the meeting.

Task 600 Deliverables:

- Meeting agenda, presentation, draft meeting minutes, and final meeting minutes.

TASK 700 PROJECT MANAGEMENT

Consultant will conduct project management activities, including:

a. Prepare and submit a brief Project Status with each monthly invoice. The status will summarize accomplishments from the previous month, outstanding action items, and significant issues or concerns. A total project duration of 12 months has been assumed.

b. Provide ongoing documentation of decisions and coordinate with the project team and designated City staff as needed.

TASK 800 - ADDITIONAL SERVICES

The following additional services may be authorized on a case-by-case basis as requested by the City. These tasks have been identified as potential miscellaneous and supplemental technical support tasks that may be required under this scope. Prior to authorization, a scope and budget will be developed for each additional service task requested by the City.

801 Additional Site Visits and Assessments

801.1 Consultant will conduct up to 2 additional site visits and make assessments based on observations during the process unit evaluations. These may include specialized assessments from engineering disciplines such as structural or electrical.

During each site visit, Consultant will perform an in-person multi-disciplinary field assessment at one WTP. Consultant's team performing the field assessments will include experienced engineers for the above-listed disciplines. It is anticipated that each site visit will include up to three people from Consultant and last two days each including travel time.

Consultant will complete the field assessment and note deficiencies. The City will accompany the Consultant's team during the field assessments and provide access to facilities and areas as needed.

801.2 Consultant will present the findings of the field assessment in a hybrid workshop held at the City. Each meeting will include up to three people in-person and two people remote from Consultant.

801.3 Consultant will draft a TM summarizing each field assessment activity and findings. The City will review the document and provide comments within 15 days.

801.4 Consultant will incorporate City comments and provide a final TM.

Task 801 Assumptions:

- City staff with knowledge of the assets being evaluated will accompany and assist the Consultant's team, providing information on the condition, maintenance history, and performance of the assets being evaluated.
- City staff will inform the Consultant of any areas that should not be accessed, for safety or other reasons.
- Consultant will not operate any machinery, enter confined spaces, or evaluate high-voltage equipment.
- Hybrid workshops will allow up to four members of the Consultant's team to attend in-person, with remaining team members attending virtually.

Task 801 Deliverables:

- Field Assessment Findings Workshop agenda, presentation, and draft and final meeting minutes.
- Draft and final field assessment TM.

Assumptions

- Consultant shall be entitled to use and reasonably rely upon all such information and services provided by the City or others in performing the Consultant's services hereunder.
- The Consultant makes no warranty that the City's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from the Consultant's opinions, analyses, projections, or estimates.

City of Laredo

TASK DESCRIPTION	CAROLLO TEAM LABOR HOURS																Water ARC	Misc Expenses and Travel	TOTAL ESTIMATED COSTS
	Hutch Musallam Principal-in-Charge	**Sergio Espinoza** Project Manager	**Greg Pope** Taste and Odor Technical Lead	**John Zwerneman** Filter Technical Lead	**Vanessa Pruneda** Pilot Testing	**Daniel Cardenas** Operations Support	**Arsalan Akram** SCADA Optimization	**Jim Gallovich** Quality Manager	**Patrick Carlson** Technical Advisor	**Paul Walker** Technical Advisor	**Caroline Russell** Disinfection/Water Quality Support	**Kwasi Duose** Structural Engineer	**Matt Guerriero** Electrical Engineer	Clerical / DPs	Total Labor Hours	Total Labor Costs			
Task 100 - Assessment and Optimization Report	**2**	**45**	**80**	**172**	**152**	**8**	**80**	**8**	**12**	**4**	**6**	**0**	**8**	**56**	**633**	**$160,523**	**$0**	**$8,400**	**$168,923**
101 Planning and Data Requests	**1**	**2**	**10**	**32**	**48**	**4**	**0**	**0**	**4**	**0**	**2**	**0**	**0**	**40**	**143**	**$30,257**	**$0**	**$0**	**$30,257**
101.1 Prepare data request		1	2	4	4										11	$2,683			$2,683
101.2 Review and compile data	1	1	8	24	40				4		2			40	120	$24,786			$24,786
101.3 Review instrument calibration records and QA/QC procedures and make recommendations				4	4	4									12	$2,788			$2,788
102 Benchmarking and Diagnostics	**1**	**43**	**70**	**140**	**104**	**4**	**80**	**8**	**8**	**4**	**4**	**0**	**8**	**16**	**490**	**$130,266**	**$0**	**$8,400**	**$138,666**
102.1 Desktop data analysis			8	24	40										72	$15,200			$15,200
102.2 Optimization scorecards		8	16	24	8				4						60	$17,076			$17,076
102.3 Filter performance data assessment			8	24	16				4						52	$12,964			$12,964
102.4 Identify treatment process data monitoring gaps and oppportunites for upgrades		1	4	4		4									13	$3,845			$3,845
102.5 Plant SCADA Assessment		16		16			80						8	4	124	$36,724		$8,400	$45,124
102.6 Draft Assessment and Optimization TM	1	16	26	32	16			4		2	2			8	107	$29,623			$29,623
102.7 Final Assessment and Optimization TM		2	8	16	24			4		2	2			4	62	$14,834			$14,834
Task 200 - Process Unit Evaluation and Jar Testing	**1**	**36**	**108**	**128**	**92**	**0**	**0**	**8**	**32**	**4**	**8**	**0**	**0**	**16**	**433**	**$117,913**	**$1,200**	**$21,600**	**$140,713**
201 Process Unit Evaluation	**0**	**32**	**40**	**40**	**32**	**0**	**0**	**0**	**32**	**0**	**0**	**0**	**0**	**0**	**176**	**$50,896**	**$0**	**$16,000**	**$66,896**
201.1 Process Unit Evaluation site visit		32	40	40	32				32						176	$50,896		$16,000	$66,896
202 Jar Testing	**0**	**1**	**30**	**32**	**4**	**0**	**0**	**2**	**0**	**2**	**4**	**0**	**0**	**4**	**79**	**$23,107**	**$1,200**	**$5,600**	**$29,907**
202.1 Jar Testing Protocol		1	6	8	4			2		2	2			4	29	$7,947			$7,947
202.2 Jar Testing			24	24							2				50	$15,160	$1,200	$5,600	$21,960
203 Process Unit Evaluation and Jar Testing TM	**1**	**3**	**38**	**56**	**56**	**0**	**0**	**6**	**0**	**2**	**4**	**0**	**0**	**12**	**178**	**$43,910**	**$0**	**$0**	**$43,910**
203.1 Draft Process Unit Evaluation and Jar Testing TM	1	1	30	40	40			4		2	2			8	128	$31,760			$31,760
203.2 Final Process Unit Evaluation and Jar Testing TM		2	8	16	16			2			2			4	50	$12,150			$12,150
Task 300 - Taste and Odor Assessment	**1**	**8**	**128**	**136**	**40**	**0**	**0**	**4**	**0**	**4**	**32**	**0**	**0**	**20**	**373**	**$106,029**	**$38,000**	**$3,600**	**$147,629**
301 Seasonal Response Plans	**0**	**3**	**32**	**32**	**0**	**0**	**0**	**0**	**0**	**2**	**8**	**0**	**0**	**8**	**85**	**$25,235**	**$0**	**$0**	**$25,235**
301.1 Review MIB and Geosmin data		1	16	16						2	4				39	$12,161			$12,161
301.2 Seasonal Response Plan		2	16	16							4			8	46	$13,074			$13,074
302 Alternative Evaluation	**0**	**1**	**64**	**64**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**137**	**$41,709**	**$38,000**	**$3,600**	**$83,309**
302.1 Evaluate up to three T&O control alternatives			24	32							4				60	$18,024			$18,024
302.2 Bench-scale testing		1	40	32							4				77	$23,685	$38,000	$3,600	$65,285
303 Taste and Odor Control Plan	**1**	**4**	**32**	**40**	**40**	**0**	**0**	**4**	**0**	**2**	**16**	**0**	**0**	**12**	**151**	**$39,085**	**$0**	**$0**	**$39,085**
303.1 Draft Taste and Odor Control TM	1	2	24	16	16			4		2	8			8	81	$22,127			$22,127
303.2 Final Taste and Odor Control TM		2	8	24	24						8			4	70	$16,958			$16,958
Task 400 - Cost and Implementation Roadmap	**24**	**14**	**24**	**80**	**40**	**18**	**0**	**4**	**0**	**4**	**2**	**0**	**0**	**8**	**218**	**$59,078**	**$0**	**$0**	**$59,078**
401 Cost Analysis	**8**	**4**	**4**	**32**	**16**	**16**	**0**	**0**	**0**	**2**	**0**	**0**	**0**	**0**	**82**	**$21,844**	**$0**	**$0**	**$21,844**
401.1 Prepare cost estimates	8	4	4	32	16	16				2					82	$21,844			$21,844
402 Cost Estimate and Implementation Roadmap TM	**16**	**10**	**20**	**48**	**24**	**2**	**0**	**4**	**0**	**2**	**2**	**0**	**0**	**8**	**136**	**$37,234**	**$0**	**$0**	**$37,234**
402.1 Draft Cost Estimate and Implementation Roadmap TM	8	8	16	32	16	2		4		2	2			4	94	$26,088			$26,088
402.2 Final Cost Estimate and Implementation Roadmap TM	8	2	4	16	8									4	42	$11,146			$11,146
Task 500 - Operations Assistance	**1**	**84**	**48**	**104**	**32**	**120**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**12**	**401**	**$112,313**	**$0**	**$14,000**	**$126,313**
501 SOP Updates	**1**	**64**	**40**	**104**	**0**	**64**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**277**	**$81,317**	**$0**	**$8,400**	**$89,717**
501.1 Existing SOP review site visit		24		24		24									72	$21,072		$8,400	$29,472
501.2 Update existing SOPs (up to 10)	1	40	40	80		40								4	205	$60,245			$60,245
502 SOP Training Sessions and Deliverable	**0**	**20**	**8**	**0**	**32**	**56**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**124**	**$30,996**	**$0**	**$5,600**	**$36,596**
502.1 Training sessions (in-person)		16	8			32									56	$16,824		$5,600	$22,424
502.2 Final SOP Deliverable		4			32	24								8	68	$14,172			$14,172
Task 600 - Meetings	**18**	**174**	**76**	**80**	**76**	**0**	**0**	**0**	**0**	**0**	**4**	**0**	**0**	**0**	**418**	**$121,058**	**$0**	**$46,000**	**$167,058**
601 Kickoff Meeting (in-person)	**4**	**10**	**12**	**12**	**10**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**48**	**$13,550**	**$0**	**$10,000**	**$23,550**
	4	10	12	12	10										48	$13,550		$10,000	$23,550
602 Monthly project progress meetings (12 remote meetings)	**6**	**116**	**12**	**16**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**166**	**$51,574**	**$0**	**$0**	**$51,574**
	6	116	12	16	16										166	$51,574			$51,574
603 Assessment and Optimization TM Review Meeting (in-person)	**4**	**10**	**12**	**12**	**10**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**48**	**$13,550**	**$0**	**$10,000**	**$23,550**
	4	10	12	12	10										48	$13,550		$10,000	$23,550
604 Process Unit Evaluation and Jar Test Results Review Meeting (in-person)	**0**	**10**	**12**	**12**	**12**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**46**	**$12,378**	**$0**	**$8,000**	**$20,378**
		10	12	12	12										46	$12,378		$8,000	$20,378
605 Taste and Odor Control Plan Review Meeting (in-person)	**0**	**8**	**16**	**16**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**56**	**$14,728**	**$0**	**$8,000**	**$22,728**
		8	16	16	16										56	$14,728		$8,000	$22,728
607 Executive Summary Presentation (in-person)	**4**	**10**	**12**	**12**	**12**	**0**	**0**	**0**	**0**	**0**	**4**	**0**	**0**	**0**	**54**	**$15,278**	**$0**	**$10,000**	**$25,278**
	4	10	12	12	12						4				54	$15,278		$10,000	$25,278
Task 700 - Project Management and Coordination	**0**	**72**	**0**	**24**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**12**	**108**	**$32,460**	**$0**	**$0**	**$32,460**
701 Monthly progress reports, invoices, and coordination	**0**	**72**	**0**	**24**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**12**	**108**	**$32,460**	**$0**	**$0**	**$32,460**
Prepare monthly progress reports invoices and coordination (12 months)		72		24										12	108	$32,460			$32,460
Subtotal	**47**	**433**	**464**	**724**	**432**	**146**	**80**	**24**	**44**	**16**	**52**	**0**	**8**	**124**	**2,584**	**$709,374**	**$39,200**	**$93,600**	**$842,174**
Task 800 - Additional Services	**8**	**56**	**20**	**36**	**0**	**0**	**0**	**4**	**0**	**0**	**0**	**128**	**128**	**4**	**384**	**$119,116**	**$0**	**$20,400**	**$139,516**
801 Additional Site Visits and Assessments	**8**	**56**	**20**	**36**	**0**	**0**	**0**	**4**	**0**	**0**	**0**	**128**	**128**	**4**	**384**	**$119,116**	**$0**	**$20,400**	**$139,516**
801.1 Field Assessments (up to 2)	4	16		16								40	40		116	$35,828		$14,400	$50,228
801.2 Field Assessment Workshops (hybrid)	2	8	8	8								8	8		42	$13,162		$6,000	$19,162
801.3 Draft Field Assessment Findings TM	1	8	4	4				2				64	64	2	149	$46,027			$46,027
801.4 Final Field Assessment Findings TM	1	24	8	8				2				16	16	2	77	$24,099			$24,099
Total	**55**	**489**	**484**	**760**	**432**	**146**	**80**	**28**	**44**	**16**	**52**	**128**	**136**	**128**	**2,968**	**$828,490**	**$39,200**	**$114,000**	**$981,690**

City of Laredo

City Council

Meeting Date: 5/4/2026 **Consent Agenda 55.**

City of Laredo
Legislation Details

Meeting Date: 05/4/2026 **Consent Agenda**

SUBJECT
Authorizing the City Manager to award professional engineering services contract FY25-098 RFQ to Tank Industry Consultants, Indianapolis, IN, for the design of a new Elevated Storage Tank (EST) in the amount of $266,316.00. Funding is available in the Waterworks Fund - 2022 Water Revenue Bond

PREVIOUS COUNCIL ACTION
Council on 1/20/26 meeting, approved to select and negotiate a professional engineering services contract with most qualified engineering firm, Tank Industry Consultants, for FY25-098 RFQ.

BACKGROUND
The City of Laredo Utilities Department issued a Request for Qualifications for professional engineering services to design a new Elevated Storage Tank (EST) to increase system pressure, enhance water reliability, and ensure compliance with Texas Commission on Environmental Quality (TCEQ) storage requirements. The term of this contract shall not exceed a period of twelve months beginning as of the date of its execution.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Moderate

Supporting goal(s)/policy(ies):
Policy 6.5.7 Continue to implement the existing water conservation program
Policy 7.2.4 Increase access to safe water

Summary of alignment:
This agenda item update aligns with Viva Laredo’s Comprehensive Plan goals and policies addressing water quality by replacing aged water lines

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Approve this motion.

FISCAL IMPACT

Fiscal Year:	2026
Budgeted (Y/N):	Y
Source of Funds:	2022 Water Revenue Bond
Account #:	557-9879-535-9301
Change Order (Exceeds 25% Y/N):	N

FINANCIAL IMPACT:

Funding is available in the 2022 Water Revenue Bond Account #557-9879-535-9301, Project ID: WP2106

TIC
TANK
INDUSTRY
CONSULTANTS

Engineering Water Tanks
Since 1979

7740 West New York Street
Indianapolis, Indiana 46214
317 / 271-3100 - Phone
317 / 271-3300 – FAX

Atascadero, California
805 / 538-4206

El Paso, Texas
915 / 790-0790

Pittsburgh, Pennsylvania
412 / 262-1586

April 8, 2026

Dr. Tareq Al-Zabet
Utilities Director
City of Laredo Utilities Department
Laredo, Texas 78043

Dear Dr. Al-Zabet,

On behalf of Tank Industry Consultants (TIC), we would like to extend our gratitude for awarding our team the Elevated Storage Tank project. We are honored to have received the highest score and truly appreciate the City's confidence in our approach and capabilities.

We look forward to collaborating closely with you and your staff to deliver a reliable and future-ready solution for the City of Laredo's system needs. Our team is committed to maintaining open communication, being responsive, and leveraging our technical expertise to support this important project.

I have included the cost estimates and technical approach from TIC, Weston Solutions, Inc., and MEG, Premier Engineering Surveying, and The Dry Land Landscape Architecture for your review and further discussion.

The total cost for the engineering services for this project is **$266,316.** Please note some of these fees may change once the tank site location is determined.

Thank you once again for this opportunity. We are excited to get started and are grateful for the trust you have placed in our team.

Sincerely,

Tank Industry Consultants

Lourdes Borrego-O'Brien
Business Development Manager

TIC
TANK
INDUSTRY
CONSULTANTS

Engineering Water Tanks Since 1979

7740 West New York Street
Indianapolis, Indiana 46214
317 / 271-3100 - Phone
317 / 271-3300 – FAX

Atascadero, California
805 / 538-4206

El Paso, Texas
915 / 790-0790

Pittsburgh, Pennsylvania
412 / 262-1586

Engineering Design, Bid, and Construction Phase Services

Elevated Storage Tank Project for the City of Laredo

Tank Industry Consultants Technical Approach

Prime: Tank Industry Consultants (TIC)
Subconsultants: Weston Solutions, Incorporation, and MEG, Premier Engineering Surveying, and The Dry Land Landscape Architecture

EXECUTIVE SUMMARY & UNDERSTANDING

TIC will support the delivery of a **fit-for-purpose** elevated storage tank designed to improve system capacity, pressure management, and fire protection for Laredo's distribution system while helping minimize life-cycle cost and construction risk. Our approach blends **standards leadership** (AWWA D100/D102/D107, NFPA 22, NFPA 25) with **constructability-focused design**, **stringent QA/QC**, and **technology-enabled inspection** to promote quality from the first geotechnical boring through the first-anniversary evaluation.

For 47+ years, TIC has focused exclusively on storage tanks, completing work for 3,000+ owners and 20,000+ tank projects, with technicians who are **NACE Level 1/2/3** certified and a leadership team that **chairs and serves** on AWWA standards committees shaping today's water tank design/inspection practices.

PRELIMINARY ENGINEERING

ALTERNATIVES ANALYSIS – TANK TYPE/CONFIGURATION

Tank Industry Consultants will assist the City of Laredo in determining the best tank style for your budget and needs. TIC has designed and engineered all tank styles throughout the country. Because we are water tank engineering specialists, we have a more diverse background in new tank design and construction than general consultants can offer. TIC will:

- Develop and compare **multi-column**, **single-pedestal**, and **composite** elevated tank concepts at the recommended size. TIC brings **deep composite expertise** (active role in **AWWA D107**) but will remain unbiased to select the **best value** for the City of Laredo.
- Compare **capex**, **O&M**, **coatings longevity**, **constructability/schedule**, **aesthetics/branding**, **antenna accommodation**, and **expandability**.

- Introduce TIC specifications that **design-out maintenance pain points** (e.g., minimum clearances at stiffeners, ground-smooth edges, embedded anchors vs. post-installed) and **avoid dissimilar metals** on carbon steel surfaces to prevent accelerated corrosion.

Deliverable: Alternatives & Recommendation (A&R) Report with lifecycle cost and multiple style bids.

DETAILED DESIGN, SPECIFICATIONS & PERMITTING

PREPARATION OF PLANS AND SPECIFICATIONS

Tank Industry Consultants will prepare the detailed plans, technical specifications, and contract documents for the erection and painting of the tank. The plans and specifications will include:

- Prepare **complete specifications and contract documents**: sitework, foundation/pedestal, steel container, access, safety/sanitary elements, disinfection, **coating system design**, provisions for future **telecom** and **SCADA** interfaces, and optional **pedestal interior uses** (e.g., storage/office).
- Author **maintenance-friendly details**: grind edges/hard-to-coat corners, ensure minimum roof stiffener clearances, and avoid **dissimilar metals** (e.g., stainless on carbon steel) to reduce galvanic corrosion—provisions often overlooked in generic specifications.
- Specify **radiograph sampling logic** and **QA documentation** requirements to simplify verification and future rehabilitation planning.
- Coordinate **FAA** determinations as applicable.

Deliverables

- 60/90/100 Final Specification and Estimates package; sealed bid set;; **Owner's Project Requirements** (OPR) checklist; permitting submittals

The project specifications will include the documents required to execute the project.
TIC's specifications and contract documents are more extensive than those provided by most engineers' designs due to our experience and intimate familiarity with the AWWA, ACI, NACE, NFPA, AMPP, and API standards and how they must be supplemented. TIC's specifications are prepared in accordance with local, state, and federal laws, and all specific requirements of the City of Laredo. All documents will be submitted for review to maintain the project objectives. After all reviews are complete, TIC will revise all documents as required for final approvals and prepare a final detailed cost estimate for the project.

REDUCE CONSTRUCTION COSTS

While most engineering firms can provide a generic new tank construction specification package, it is our uniquely developed specifications that address the work. This reduces the change orders to only those items which have competitive unit prices already negotiated prior to starting the project. While our specifications are designed to protect the City of Laredo, our designs and specifications will also offer the most cost-effective alternatives available on the market.

Our specifications are not only designed to reduce construction costs during tank construction, but also for future tank rehabilitation. By designing out problem maintenance areas, the newly applied coating

system will not only last longer, but when future maintenance is performed, the repainting will be easier and therefore less expensive.

COATING SYSTEM DESIGN

TIC continually researches alternative coating systems in order to design the best coating system to meet the specific needs and requirements of each client. When designing the coating system for the City of Laredo's new tank, the engineers at TIC will take into consideration the service requirements for the tank and the possible limited out-of-service time available for future tank rehabilitation and repainting. TIC designs coating systems to not only meet the needs of each tank, but also to meet the needs of the waterworks system. TIC's specialty is designing unique solutions to specific project challenges.

BID ASSISTANCE

TIC will assist the City of Laredo in obtaining competitive and qualified bids. Rather than relying on the Dodge Reports or other local and regional advertising, TIC will recommend a number of qualified tank constructors to whom the Notice to Bidders should be sent. This list has been compiled and developed over the years to reduce our clients' construction costs.

Through our extensive involvement in the development and revision of tank standards, we are personally familiar with the executives and engineers of the major tank fabricating companies. Because of our involvement in so many of their tank construction projects each year, we also know their strengths and weaknesses. This familiarity with the fabricators' work and top-level personnel allows us to be proactive in assessing and avoiding potential problems. If problems do occur, we know the people to go to within the fabricator's company to get action.

Activities

- Issue to a curated list of **qualified tank constructors** to promote competition; attend **pre-bid**, answer RFIs, tabulate bids, verify bonds/insurance, and recommend award to the **lowest responsive, responsible bidder**.

Deliverables: Pre-bid meeting notes, addenda, bid tab and analysis, award recommendation

CONSTRUCTION PHASE SERVICES (CPS)

SHOP DRAWING REVIEW

Tank Industry Consultants will review the contractor's foundation (and pedestal, in the case of a composite elevated tank) design submittals for proper general design concept, compliance with the soil design parameters, sound structural engineering procedures, and compliance with ACI and AWWA standards. TIC will also review the required tank drawing submittals for general conformance with the project specifications and general configuration of the tank components to verify compliance with AWWA and other applicable standards to provide a low-maintenance structure.

CONTRACT ADMINISTRATION/PROJECT MANAGEMENT

Tank Industry Consultants will assist with contract administration as requested by the City of Laredo. Such administration may include change order preparation, pay estimate review, mediation of contractor disputes, phone consultation, and other situations which may occur. Being involved in other major projects gives TIC a certain amount of leverage when negotiating or mediating disputes. TIC will invoice this work on a time and expenses basis from the current rate structure in effect at the time the services are rendered.

SHOP OBSERVATIONS

Observation of the shop painting and fabrication of the steel components of the tank is necessary to evaluate proper fabrication techniques, shop surface preparation, and shop primer application. TIC will conduct periodic shop observations to assess the work being performed. TIC will invoice this work on a time and expenses basis from the current rate structure in effect at the time of the shop visit.

FOUNDATION (AND PEDESTAL) OBSERVATIONS

The proper construction of the foundation (and pedestal on a composite elevated tank) is crucial to the overall appearance and structural stability of the new tank. Essential elements are soil condition, size, and placement of bottom pad and concrete reinforcing bars, concrete placement (and placement of subsequent pedestal courses), and anchor bolt placement. TIC's technician will arrive on site the day before the concrete pour to evaluate the rebar and placement of embedded items, and will be present during the pour. TIC will invoice the foundation observations on a time and expenses basis from the current rate structure in effect at the time of the observations. A typical foundation inspection involves approximately one and one-half days on site but can extend to three to four days if rebar is not placed correctly.

ERECTION OBSERVATION AND WELD RADIOGRAPHIC TESTING

Equally important during the construction of the tank container is quality assurance observation of the construction and welding. Observation of the actual erection of the steel will focus on compliance with the project specifications, AWWA requirements, and accepted industry construction practices. TIC will visually evaluate the fit-up of the plates and the welds for general compliance with AWWA D100 and the project specifications. Items observed visually will include weld contour and undercut. As set forth in AWWA standards, TIC will act as the owner's representative and choose locations where radiographs are to be taken. Location selection will be based on the number of radiographs the contractor submits to be taken of the primary and secondary stresses, and the different plate thicknesses. Additional items evaluated will include proper fit-up and the removal of weld spatter, fit-up scars, rough welds, and weld undercut so the steel will properly accept the coating.
During the observation of the tank erection, welds, and radiographic testing, Tank Industry Consultants will also observe and verify:

- contour and plate deformation,
- plate fit-up,
- weld installation details on appurtenances such as ladders, vents, manholes, piping, brackets, and railings,
- welding electrodes used,
- back gouging performed,
- grinding of erection burrs and gouges, and

- welder qualifications.

RESIDENT PAINTING OBSERVATION

An essential part of any construction contract is the independent evaluation of the painting contractor's work. Observation of the work in process by experienced personnel will assist City of Laredo in obtaining a quality protective coating application.

TIC's resident technician will furnish the City of Laredo and the contractor a written report for each day's evaluation. The reports shall address at a minimum the following items when required:

- Temperature of steel
- Weather conditions – temperature, wind velocity and direction, relative humidity, dew point
- Paint batch numbers used on the day of the observation
- Location of work performed
- Quality of work being performed and compliance with the project documents
- Wet and dry film thickness readings
- Calibration record of dry mil thickness gauge
- Measure of the paint cure
- Number of contractor personnel on the job
- Equipment on the job
- Recommendations made
- Estimated completion date
- Photographs of significant details
- Other pertinent data as required or requested

The following equipment, at a minimum, will be utilized to observe the work when required:

- SSPC-Vis 1 Visual blasting standards
- NACE Visual Standard TM-01-70/75 (available)
- AWWA Standards D100-11 and D102-17
- Testex Press-O-Film Profile Measurement System
- Surface Contamination Detection Device [soluble salts] (if required)
- Wet Film Thickness Gauge (observe applicator's use)
- Dry Film Thickness Gauge
- Certified Thickness Calibration Standards
- Steel Temperature Gauges
- Sling Psychrometer and Psychometric Tables
- Wet Sponge Holiday Detector [low voltage] (if required by TIC personnel)
- Tooke Gauge (if required)
- Adhesive Force Measurement Device (if required)

FINAL OBSERVATION/WALK THROUGH

TIC recommends that a final evaluation be performed when the project is completed. At the final evaluation, a representative of TIC will accompany the contractor for a final review of the project. A punch list of items needing remediation or completion will be prepared and provided to the City of Laredo and the contractor.

FIRST ANNIVERSARY EVALUATION

AWWA standards recommend that all water tank construction and painting projects have a bonded warranty following the project completion date. Approximately eleven months after the completion of the tank rehabilitation project, TIC will perform an Anniversary Evaluation.

The First Anniversary Evaluation will focus on the contractor's compliance with the project specifications and drawings, and coating condition. While the steel is a very "forgiving" material, the coating is not. Coatings are very sensitive to the workmanship and weather constraints during application. Unlike some engineering firms, TIC will not be confined to the ground, ladders, or platforms. TIC will access the steel surfaces by rigging and rappelling. Dry-film thickness testing of the coating, locating holidays in the coating, and identification of coating failures will be performed.

TIC will issue a certified engineering report addressing the conditions found. All of the observed deficiencies, observed coating failures, and defects found will be reported and substantiated with color photos. The color photos will be labeled, mounted, and bound with the engineering report. Clear, concise recommendations will be made for the repair and repainting of tank as necessary to bring the tank into compliance with the project specifications and AWWA standards.

INNOVATIONS & DIFFERENTIATORS (WHAT MAKES THIS APPROACH STAND OUT)

1. **Two-Style Competitive Bid Strategy**
   Bid both **composite** and **single-pedestal** (or multi-column) options to give the City of Laredo transparent first-cost and lifecycle comparisons before award—without re-design delays.
2. **Maintenance-First Detailing**
   Standardized details that **eliminate hard-to-coat geometries**, specify minimum clearances, and prohibit **dissimilar metal** pairings—extending coating life and reducing rehabilitation costs.
3. **Standards Leadership, Applied**
   TIC chairs and serves on **AWWA committees (D100/D101/D102/D107, M42; NFPA 22 and 25)**—we know where the standards are silent and how to supplement them in specifications to protect the Owner.
4. **Technology-Enabled QA/QC**
   - Structured **radiograph location selection** methodology to target critical stress and plate thickness zones.
   - **Daily digital QA logs** (weather, DFT, batch tracking, photo geo-tagging) to support payment verification and warranty.
5. **Lifecycle Coating Strategy**
   Coating systems chosen for **limited future outage windows** and local climate—paired with inspection routines that **document for the 1-year warranty** and beyond.
6. **Future-Ready Features**
   Built-in **telecom attachment points** and optional **pedestal interior uses** (storage/office) without compromising structural integrity or maintenance access.

COST PROPOSAL FOR TIC

We structured pricing to give the City of Laredo **cost certainty** for design phases and **flexibility** (via T&M with NTE caps) for field-dependent construction services. All engineering fees are in effect for twelve months.

Note on numbers: We've provided **structure and typical cost drivers** below using TIC's standard scope elements (shop drawing review, inspections, resident coating observation, etc.). Final **hourly rates** and **lump sums/NTEs** will be set upon confirmation of the City's preferred contracting method, anticipated tank size/style, and the current TIC/JMT/MEG **rate sheets**. The contractor's means and methods materially affect construction-phase hours. For engineering totals, please refer to Exhibit A: Summary of Fees.

SUMMARY OF FEES (PROPOSED CONTRACTING METHOD)

Scope	Unit Cost	Cost
Preliminary Engineering -Alternatives & Recommendation (TIC)	LS	$8,000
Detailed Design, Specifications (60,90,100) (TIC, JMT)	LS	$58,200
Bid Phase Services (TIC)	LS	$10,200
Shop Drawing Review (TIC)	LS	$17,400
	TOTAL	**$93,800**

TYPICAL CONSTRUCTION-PHASE EFFORT DRIVERS (HISTORICAL RANGES)

- **Shop Inspections**: **2 × 2-day** visits are common for many fabricators, but will be tailored to the selected contractor.
- **Foundation/Pedestal Observations**: Typically **4–5** inspections @ ~1.5 days each; may increase if corrective rebar placement is required.
- **Erection/Welding QA**: Typically **6–7** 10-hour inspection days; varies by crew/methods.
- **Resident Coating Observation**: Continuous during coating; often **~12 weeks** (technician week minimums and **2 mobilizations** typical).
- **Final Walk-through -** t the final evaluation, a representative of TIC will accompany the contractor for a final review of the project.
- **One-Year Anniversary -** Approximately eleven months after the completion of the tank rehabilitation project, TIC will perform an anniversary evaluation.

We will convert these drivers into **NTE caps** after bid award and the contractor's schedule/submittals are reviewed, protecting the City of Laredo while ensuring adequate QA coverage.

Weston Solutions, Inc.
5301 Southwest Parkway, Suite 450
Austin, Texas 78735
512-651-7100 • Fax 512-651-7101

Texas Registered Engineering Firm: F-3123

31 March 2026

Ms. Lourdes Borrego-O'Brien
Business Development Manager
Tank Industry Consultants
Laredo, TX

RE: City of Laredo Elevated Storage Tank
Design Phase Services Scope and Fee Proposal

Dear Ms. Borrego-O'Brien,

Weston Solutions Inc. (WESTON) is providing scope and fee proposal for design services for the City of Laredo Elevated Storage Tank Project. This scope of services is outlined on a per task basis and is proposed for lump sum fee as outlined in **Attachments A and B.**

SUBCONSULTANT PARTICIPATION

WESTON will lead this project and provide design, project management, direction, and quality assurance for the scope of work. No subconsultants are expected.

PROJECT SCHEDULE

The estimated project schedule is summarized below:

Anticipated Notice to Proceed	27 April 2026
Task 1000 – 30% Preliminary Design Phase	90 Days
Task 2000 – Design Phase (60%, 90%, and 100%)	210 Days
Task 3000 – Bid Phase	45 Days

FEE ESTIMATE

The total lump sum fee for this SOW is provided in **Attachment B**.

CLOSING

WESTON appreciates the opportunity to provide these services for the City of Laredo Elevated Storage Tank Project. We look forward to working with you to successfully complete this project. If you have any questions regarding this scope of services and budget, please contact me at 512-787-3509 (cell).

Very truly yours,

WESTON SOLUTIONS, INC.

Sam Irrinki, PE
Project Principal

Attachments
A – Scope of Work
B – Lump Sum Fee Summary

ATTACHMENT A
SCOPE OF SERVICES
TANK INDUSTRY CONSULTANTS
CITY OF LAREDO ELEVATED STORAGE TANK PROJECT
1 April, 2026

SCOPE OF WORK:

The work to be performed by **WESTON Solutions, Inc. (WESTON)** under this assignment consists of providing **Professional Engineering services during the Design phase** for the **City of Laredo Elevated Storage Tank**, owned and operated by the **City of Laredo.**

Weston's work will include the following items:

- **Hydraulic Modeling:** Use Water GEMS to model the pressure plane for the proposed elevated storage tank. Using input from record drawings and the existing Water GEMS data WESTON shall modify the proposed elevated storage tank and provide results to the City.
- **Site Development:** Use Lidar data and site survey (provided by Prime) to produce a general site plan. This shall include:
    1. Coordinate the EST location.
    2. Coordinate the location of the chlorine analyzer building. Depending on EST type, this could be located inside the tank's pedestal. It is Weston's understanding that onsite chlorine injection is not part of this project.
    3. Coordinate Electrical building location. Depending on EST type, this could be located inside the tank's pedestal.
    4. Intruder resistance fencing (6-ft fence with 3 strands of barb wire at the top) as required by TCEQ, with sliding, manually operated vehicle gate and man door.
    5. Coordination on location of detention pond (if required).
    6. Coordination for a 12-ft wide permanent access driveway. Driveway is expected to be concrete.
    7. Coordination of location of rip-rap pad for the tank's overflow drain.
    8. Land and easement acquisition is not included and will be considered as additional services.
- **Pipeline Coordination:** Coordinate to confirm tie-in location to elevated storage tank, hydraulics, pipe diameter, and pressure class. Provide pipeline design from the tank connection at grade level to the tie-in to the existing waterline. Depending on the tank feed and discharge configuration this will include up to two pipelines of up to 16" in diameter and 500 feet of length, each. This assumes that no roadway crossings will be made and that any required easements will be obtained by the Prime.
- **Electrical Coordination**: Provide electrical one-line for the proposed site. Process and Instrumentation Diagram shall be provided for the PER. The electrical design for the site based on the approved one-line and P&ID shall be completed during detailed design. Coordination with client's preferred SCADA integrator is included. Initial coordination with the electric service provider is included, however, any application or design fees from the electric provider are not included in this scope of work.
- **Entity/Agency Coordination**: Develop and submit applicable permits. It is assumed that the following permits will be needed:
    1. City of Laredo.

2. Webb County.
3. Federal Aviation Administration (if needed).

If any other permits than the listed above are needed, will be considered as additional services.

SCOPE OF SERVICES:

Task 1000 – 30% Design Phase

1. Project Management and QA/QC Oversight: This task includes routine communication with Prime; staff resources, budgets, and schedules; invoicing; and implementation of QA/QC efforts. A monthly project report will be included with each invoice.
2. Meetings:
    a. Project Meetings: WESTON will participate in up to one (1) project kickoff meeting, up to two (2) coordination meetings, and one (1) Prime 30% review meeting to discuss proposed Elevated Storage Tank Site requirements.
        i. It is assumed that all meetings will be held virtually.
        ii. Prime will prepare the agenda and the meeting minutes.
    b. Site Visits: One (1) site visit will be performed during this phase to verify project conditions and familiarize the team with the project area.
3. Data Collection / Review: Prime shall provide to WESTON all available reports, studies, Master Plan, as-builts, existing model and other data relevant to the Proposed Elevated Storage Tank and pressure plane. Develop a base map from available information (aerials, topo, parcels/ROW, existing utilities from records, FEMA floodplain, etc.). A base map of the project area will be developed using available information. The base map will include aerial imagery, topography (provided by the Prime), parcels, right-of-way, existing water and wastewater lines from historical records provided by Prime, FEMA floodplain, and other readily available data. The base map will be utilized by the project team during the 30% Design Phase of the project.
4. 30% Technical Memo:
    a. Complete Proposed Elevated Storage Tank Site Evaluations for inclusion in the 30% Technical Memo:
        i. Hydraulic Modeling: Use Water GEMS to model the pressure plane for the proposed elevated storage tank. Using input from record drawings and the existing Water GEMS data WESTON shall verify the size of the proposed elevated storage tank and provide results to the Prime.
        ii. Complete a desktop evaluation of the sufficiency of the existing property size based on proposed site needs. Prime will provide operating procedures related to how the proposed Elevated Storage Tank will work.
        iii. Complete preliminary stormwater requirements for the project site's existing and proposed conditions.
        iv. Complete electrical one-line for the proposed site.

b. Prepare 30% Technical Memo summarizing evaluations, recommendations, and proposed elevated storage tank and site improvements, including a decision log.

c. Prepare 30% Plans for review (PDF), including Proposed Site Plan and Electrical One Line Diagram.

d. Prepare 30% Opinion of Probable Construction Cost (OPCC).

5. Deliverables (30%):
   a. Monthly Project Report with each invoice.
   b. 30% Technical Memo (draft and final PDF).
   c. 30% Plans, and OPCC (draft and final PDF).

Task 2000 Design Phase (60/90/100%)

1. Project Management and QA/QC: This task includes routine communication with Prime; staff resources, budgets, and schedules; invoicing; implementing and monitoring of QA/QC efforts at each submittal.
2. Meetings
   a. Project Meetings: WESTON will participate in up to seven (7) project meetings with Prime for project coordination and plan review. This includes a 60%, 90%, and 100% design review meeting, one additional meeting with the Prime and three (3) monthly progress meetings.

   b. It is assumed that all meetings will be held virtually.

   c. Prime will prepare the agenda and the meeting minutes.

3. Permitting and Outside Agency Coordination: WESTON will prepare agency coordination materials, letters, and permit submittals to the following entities:
   a. Coordinate with Webb County on TCPs for driveway installation required/associated with the above work.

   b. Coordinate with the City of Laredo and Webb County on impervious cover.

   c. Coordinate with the Federal Aviation Administration on permit and lighting requirements. Submit a permit, if required.

   d. Storm Water Pollution Prevention Plan (SWPPP): WESTON has not included efforts in this proposal for a SWPPP since project area is less than one acre in size. E/S plan sheets will be included to cover erosion controls during construction.

4. <u>60% Design Phase Submittal</u>:
   a. Preparation of Project Manual – 1 PDF.
      i. Develop Table of Contents.
   b. Preparation of Construction Drawings – 1 PDF.

i. Develop general sheets, overall dimensional control plan, contour sheets (based on Prime's survey information), contractor access sheets, mechanical plans and sections, electrical and instrumentation sheets, standard details and project specific details sheets.

c. 60% OPCC – An updated OPCC will be provided for WESTON work.

d. Comment Responses - Responses to comments provided during review of the 30% Design Phase Submittal will be provided. This is expected to include comments from the Project Manager, the project team, and City/Prime stakeholders.

5. 90% Design Phase Submittal:

   a. Preparation of draft Project Manual – 1 PDF.
      i. To include applicable specifications for WESTON's portion of the project (front end documents will be part of Prime's responsibilities).
   b. Preparation of Construction Drawings – 1 PDF.
      i. Further develop the 60% plan sheets.
      ii. Include TCP sheets (if needed) for the site's driveway construction.
   c. 60% OPCC – An updated OPCC will be provided for WESTON work.
   a. Comment Responses - Responses to any comments provided during review of the 90% Design Phase Submittal will be provided. This is expected to include comments from the Project Manager and project team, and City/Prime stakeholders.

6. 100% Final Submittal:
   a. Preparation of Project Manual – 1PDF.
      i. Final Sealed Specifications specific to WESTON's work.
   b. Preparation of Construction Drawings – 1 PDF.
      i. Final sealed plans specific to WESTON's work.
   c. Final OPCC
   d. Final Comment Responses in PDF format.
   e. TCP permit approval.
   f. FAA permit approval (if required).

Task 3000 Bid Phase

1. Project Management: This task includes routine communication with the Prime; managing manpower, budgets, and schedules; invoicing; and other activities associated with managing the project.
2. Attend Pre-Bid Meeting: WESTON will attend the pre-bid meeting.
   1. It is assumed that the Prime will prepare the agenda and meeting minutes.
3. Answer Questions: WESTON will coordinate with Prime for issuing responses to technical questions and requests for additional information in reference to WESTON's work.

City/Prime Elevated Storage Tank RESPONSIBILITIES / ASSUMPTIONS IN SCOPE PREPARATION

1. Prime will give prompt notice to WESTON whenever Prime observes or becomes aware of any development that affects the scope or timing of WESTON's services.
2. Prime shall examine information submitted by WESTON and render in writing or otherwise provide comments and decisions in a timely manner.
3. Prime will provide the necessary data for the water system in a timely manner.
4. Prime will provide historical and record drawings for the site and water pressure plane in a timely manner.
5. Prime/City will assist with permit coordination as needed. Coordination includes TCEQ, County, and City permits for all required regulatory and construction permits.
6. Scope of Services does not include any efforts related to public outreach or public meetings.
7. Scope of Services does not include efforts for archeological field surveys.
8. Scope of Services does not include Geotechnical Investigations/Report.
9. This proposal does not include any Environmental Site Assessments.
10. Scope of Services does not include Survey or Subsurface Utility Engineering Services.
11. Scope of Services does not include efforts for endangered species habitat surveys.
12. Scope of Services does not include efforts for any additional environmental permitting related tasks and/or agency coordination.
13. Scope of Services does not include construction phase services.
14. Scope of Services does not include modeling or detailed capacity analysis of any other pressure plane.
15. Scope of Services does not include hydraulic model calibration.
16. WESTON will ensure that all engineering plans and bid documents comply with TCEQ regulations.
17. Scope of Services assumes that significant design changes after the finalization of the 90% design submittals will require additional services.
18. Any changes requested in design by Prime/City during this project will be evaluated and treated as additional services.
19. Permitting fees will be paid directly by the Prime/City and will do so in a timely manner.
20. If the electrical feed needs to be upgraded by the serving utility, design/engineering/constructions fees shall be paid directly by City.

21. Issue Addenda: WESTON will assist with the preparation of Addenda required to address changes to bid documents regarding WESTON designed items during the bid phase. Budget for 1 Addendum has been included; additional addenda will be an additional service unless due to Engineering oversight in plans or project manual prepared by WESTON.
22. Bid Tabulation and Recommendation of Award: To be complete by Prime.
23. Conformed Documents Deliverables: To be completed by Prime.
24. Record Drawings: To be completed by Prime.
25. Coordination with appropriate electrical service provider and communication providers for SCADA and power: To be Completed Prime.
26. Capacity of storage tank will be based on City's provided Master Plan or by TCEQ flow requirements per connection without consideration for fire flow.
27. Fire flow modeling is not considered part of the scope but can be performed as additional services
28. Surge modeling is not considered part of the scope but can be performed as additional services.

Elevated Storage Tank - Hydraulics & Site Work.

LEVEL OF EFFORT ESTIMATE - SUMMARY
PER & DESIGN PHASE SERVICES
Revised 3/30/2026

Item		Description/Task	Estimated Hours: Principal in Charge (hrs)	Project Mgr. (hrs)	Senior Engr. (hrs)/QA/QC	Project Engr. (hrs)	Staff Engr. (hrs)	Project Analyst (hrs)	Cost Estimator (hrs)	CADD (hrs)	Admin. (hrs)	Subtotal (hrs)	Subtotal (cost $)
		Raw Salary	118.347	91.608	84.182	64.375	60.234	51.70	81.113	50.645	32.311		
		Raw Salary Multiplier (3.00)	355.04	274.82	252.55	193.13	180.70	155.09	243.34	151.94	96.93		
Phase		**Task**											
I		**Task 1000 - 30% Design Phase**											
	1	Project Management & Review Work Progress & QA/QC	1	8	12			6			4	31.00	$ 6,902.45
	2	Meetings											
		a.Project Meetings with Prime (4mtgs.@1hr.)		4		4						8.00	$ 1,871.80
		b.Site Reconnaissance (One visit)		6		6						12.00	$ 2,807.69
	3	Review Available Information provided by Prime				4	6			2		12.00	$ 2,160.58
	4	a.30% Technical Memo Evaluation											
		i.Hydraulic Model				40	3			4		47.00	$ 8,874.85
		ii.Property size review for the EST				1	2					3.00	$ 554.53
		iii.Stormwater Evaluation				2	6					8.00	$ 1,470.46
		iv.Electrical Evaluation				8	5					13.00	$ 2,448.51
		b.Prepare 30% Technical memorandum				2	16					18.00	$ 3,277.48
		c.30% Plans - site plan, SWPPP,electrical one line diagram.				6	16			28		50.00	$ 8,304.16
		d.OPCC				2			8			10.00	$ 2,332.96
		Sub-Total	1	18	12	75	54	6	8	34	4	212.00	**$ 41,005.47**
II		**Task 2000 - Design Phase (60/90/100)**											
	1	Project Management & Review Work Progress & QA/QC	4	32	37			8			4	85.00	$ 21,187.17
	2	Meetings				7						7.00	$ 1,351.88
	3	Agency Coordination											
		a.TCP & Impervious Cover				4	12			6		22.00	$ 3,852.53
		b. FAA Cooridnation				2	8					10.00	$ 1,831.87
		c.SWPPP				4	8			8		20.00	$ 3,433.60
	4	60% design delilverables - Plans, Specs, OPCC				28	50		8	32		118.00	$ 21,251.23
	5	90% design delilverables - Plans, Specs, OPCC				10	20		6	16		52.00	$ 9,436.28
	6	100% design delilverables - Plans, Specs, OPCC & Permits				5	10		4	8		27.00	$ 4,961.48
		Sub-Total	4	32	37	60	108	8	18	70	4	341.00	**$ 67,306.04**
III		**Task 3000 - Bid Phase**											
	1	Project Management & Review Work Progress	1	4		2		2			1	10.00	$ 2,247.70
	2	Prebid meeting		2		2						4.00	$ 935.90
	3	Respond to Bidder Questions				4	1			1		6.00	$ 1,105.14
		Sub-Total	1	6		8	1	2		1	1	20.00	**$ 4,288.73**
		TOTAL SERVICES HOURS	**6**	**56**	**49**	**143**	**163**	**16**	**26**	**105**	**9**	**573**	**573**
		TOTAL SERVICES COST	**$ 2,130.25**	**$ 15,390.14**	**$ 12,374.75**	**$ 27,616.88**	**$ 29,454.43**	**$ 2,481.41**	**$ 6,326.81**	**$ 15,953.18**	**$ 872.40**	**112,600.24**	**$ 112,600.24**

March 05, 2026

Lourdes Borrego-O'Brien
Business Development Manager
Tank Industry Consultants
7740 West New York Street
Indianapolis, Indiana 46214, United States
+19155493471
borrego-obrien@tankindustry.com

Subject: **Geotechnical Engineering Services**
Laredo Water Storage Tank
Laredo, Texas, United States
MEG Proposal No. 03-26-101G

Dear Mrs. Borrego-O'Brien:

Millennium Engineers Group, Inc. (MEG) is pleased to submit this proposal for the subject project to offer our services for Geotechnical Engineering Services as outlined below. This proposal, our proposed scope of services, and the estimated item quantities are based upon the project information provided to us by the CLIENT and/or authorized representative.

The cost for services on this project is **$18,000.00**

The Geotechnical Engineering Services will include one (1) 100-foot soil boring and two (2) 40-foot soil borings or until refusal for the proposed water storage tank. The report will include Foundation Recommendations, soil strength characteristics, laboratory Testing, soil classification testing, and water table measurements.

The estimate provided is for the proposed Laredo Water Storage Tank in Laredo, Texas, United States. If there is any change in the project requirements provided to us from those mentioned below, please notify us of the changes and the estimate can be revised accordingly.

We appreciate the opportunity of submitting this proposal and look forward to working with you on the planning and design phase of this project. If there are any questions regarding the proposed scope of work please contact us at (956) 702-8500. Upon your authorization we will begin immediately on the services that you have requested.

Sincerely,
MILLENNIUM ENGINEERS GROUP, INC.
TBPE Firm No. F-3913

Raul Palma, P.E.
Chief Engineer

SCOPE OF SERVICES

The Geotechnical Engineering Services will include one (1) 100-foot soil boring and two (2) 40-foot soil borings or until refusal for the proposed water storage tank. The report will include Foundation Recommendations, soil strength characteristics, laboratory Testing, soil classification testing, and water table measurements.

Environmental, Construction Materials Engineering and Testing services if requested from the Engineer will be considered additional services.

TASK I – Initial Project Coordination, Utility Coordination and Field Services

A. Review and discussion of initial plans provided by client.
B. Review of utility plans provided by client and/or owner and call Texas One Call for utility location markings for client and/or owner.
C. Review of available geologic mapping of the project location.
D. Provide drilling services for field testing and obtain soils samples for laboratory testing.
E. Obtain depth of water table if any is found.

TASK II – Laboratory Testing and Report Preparation

A. Evaluate and visually classify soil samples.
B. Evaluate soil samples through a series of laboratory tests to determine engineering properties.
C. Review and analyze the results of the soil testing.
D. Determine engineering properties of the soils and prepare foundation recommendations
E. Provide an electronic copy and two printed copies of engineering report.

SCHEDULE

MEG is typically able to schedule a drill rig to the project site within 5 working days after receiving written authorization and notice to proceed. The field drilling and testing activities should take 2 days to complete. Field drilling and testing activities are dependent on the availability of the required site plan and project information, weather, utility locate, and accessibility at the project site. Once the field drilling and testing activities are completed, MEG can provide a preliminary assessment of the site conditions encountered. If a draft of the geotechnical report is required prior to the final geotechnical report completion, please notify us accordingly. The final report is typically completed within 4-5 weeks from the authorization date. This schedule is typical for the scope of work described herein, please notify us if your needs and project requirements are different.

COMPENSATION

MEG will accomplish the services described in Task I through Task II on the basis of a lump sum fee of **$18,000.00** Services will be billed as follows: **50% at the start of services and 50% prior to the submittal of the report.**

The fee presented in this proposal and outlined in the *Professional Services Unit Rate Schedule* section are based on prompt payment for services. Late fees will be charged if payment is not received in accordance with the terms as outlined in the *Provisions* section of this proposal.

The following assumptions were used in preparing the proposal:

- The Client will provide the right-of-entry to conduct the geotechnical engineering services at the subject property.
- MEG's proposal assumes that the reasonably recommended amount of borings and depth will be able to be accomplished with a standard truck mounted drill rig or as otherwise stated herein.
- MEG's proposal assumes that the reasonably recommended laboratory testing will provide sufficient data for the planned development. During the geotechnical drilling activities, if conditions are encountered that changes in the scope of services as provided herein you will be contacted for discussion and approval of any changes prior to MEG is to proceed.
- The total estimated cost and our fee for the geotechnical services does not include the cost for attendance of meetings, conference call attendance, further engineering analysis, review of project documents, depositions, and court appearances beyond those specifically discussed in the scope of services herein. The fees for any additional services will be invoiced with the standard rate of services attached herein.

PLEASE SIGN THE FOLLOWING SHEET AND RETURN FOR AUTHORIZATION OF SERVICES AND PROJECT SETUP.

AUTHORIZATION FOR PROFESSIONAL SERVICES

Millennium Engineers Group, Inc. and CLIENT hereby agree to the terms and conditions of this proposal and have caused this agreement to be executed by their duly authorized officers and made effective as of the day and year of this agreement.

SCOPE: Services to be performed by Millennium Engineers Group, Inc. to be as outlined and further described in **"Scope of Services"** attached, herewith and made a part of this authorization.

COMPENSATION: Compensation to be on a basis of a lump sum amount of **$18,000.00** without modification. If the general scope, extent or character of this authorization is increased materially through no fault of Millennium Engineers Group, Inc., the amount of compensation provided herein shall be subject to adjustment in accordance with **Article 9 "Additional Services"** of the attached **PROVISIONS**.

If technical or professional services are furnished by an outside source, an additional **15%** shall be added to the cost of the services for Millennium Engineers Group, Inc.'s administrative costs.

Client: **Tank Industry Consultants**	Consultant: **Millennium Engineers Group, Inc.**
Signature: _____	Signature: _____
Name/Title: _____	Name/Title: Andres Palma. P.E./President
Date: _____	Date: 03/05/26

Please address invoice to:	**Please address deliverables and notices to:** **Same as invoice: Yes / No, address to:**
ATTN:	**ATTN:**

The geotechnical engineering report will be transmitted electronically as directed by our CLIENT. This proposal may be executed by signing the ***Authorization for Professional Services*** and returning a copy to MEG. Project initiation and set up may be expedited by emailing a copy to (meg@megengineers.com) or faxing a copy of the signed *Authorization for Professional Services* to (956) 702-4180. Please mail original copies to:
Millennium Engineers Group, Inc., PO Box 4569, Edinburg, Texas 78540-4569.

MILLENNIUM ENGINEERS GROUP, INC., PROFESSIONAL SERVICES AGREEMENT PROVISIONS

1. **AUTHORIZATION TO PROCEED**
Signing this form shall be construed as authorization by CLIENT for MILLENNIUM ENGINEERS GROUP, INC. (MEG) to proceed with the work, unless otherwise provided for in the authorization.

2. **SCOPE OF SERVICES**
The scope of services is outlined in the Proposal, which along with these provisions, constitutes the agreement. "Services" meaning the specific analytical, testing, observation, or other service to be performed by MEG as set forth in MEG's proposal, CLIENT's acceptance thereof and these Provisions. The CLIENT has sole responsibility for determining whether the scope of MEG's services is adequate and sufficient based on the CLIENT's needs and budgetary constraints. The verbal or written ordering of services of MEG shall constitute acceptance of the terms of MEG's proposal and these Provisions, regardless of the terms of any subsequentially issued document. MEG will perform all standard tests, inspections, and observations in general accordance with referenced standards and makes no representation regarding compliance with any other standards. MEG has no right or responsibility to approve, accept, reject, or stop work of any agent or the CLIENT. Any services not noted in this proposal are excluded from the scope of services.

3. **OUTSIDE SERVICES**
When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for MEG's administrative costs, as provided on the previous page of the authorization.

4. **PROFESSIONAL STANDARDS**
MEG shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the same locale and under similar circumstances at the time that the services are performed for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. Upon notice to MEG and by mutual agreement between the parties, MEG will without additional compensation, correct those services not meeting such a standard. MEG makes no other warranty, expressed or implied.

5. **TERMINATION**
Either CLIENT or MEG may terminate this authorization by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay MEG in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

6. **LEGAL EXPENSES**
In the event legal action is brought by CLIENT or MEG against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the party such reasonable amounts for fees, costs and expenses as may be set by the court.

7. **PAYMENT TO MILLENNIUM ENGINEERS GROUP, INC. / INTEREST ON PAST DUE AMOUNTS**
Monthly invoices will be issued by **MEG** for all work performed under the terms of this authorization. Invoices are due and payable on receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to MEG, and if such interest exceeds the principal balance of CLIENT's indebtedness to MEG will be returned to the CLIENT. It is the intent of MEG and CLIENT to abide by all applicable laws regulating the maximum amount of interest, which may be charged. To the greatest extent allowed by applicable law, CLIENT and MEG agree that in the event CLIENT and MEG enter into any compromise or settlement calling for the payment of past due principal and accrued and unpaid interest on any past due invoice, MEG may charge and CLIENT agrees to pay interest on such combined past due principal and accrued and unpaid interest amount (the "New Principal Balance") at the rate of 1½% per month or the highest rate allowed by law, subject, as provided herein, to MEG's agreement to credit excess interest or return same to CLIENT after the New Principal Balance is paid.

8. **LIMITATION OF LIABLITY**
MEG's total cumulative liability to the CLIENT of MEG, it's subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "MEG Entities") arising from services under this agreement, including attorney's fees due under this agreement, will not exceed the gross compensation received by MEG under this agreement or $90,000.00, whichever is greater. This limitation applies to all lawsuits, claims or actions that allege errors and omissions in MEG's services, whether alleged to arise in tort, contract, warranty or other legal theory.

9. **ADDITIONAL SERVICES**
Services in addition to those specified in Scope will be provided by MEG if authorized in writing by the CLIENT. Additional services will be paid for by the CLIENT as indicated in the Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and MEG, and which is referenced under Compensation.

10. **SALES TAX**
In accordance with the State Sales Tax Codes, engineering services are non-taxable at the present time. If the State of Texas, at any time, changes the State Sales Tax Code and engineering services become taxable, the applicable sales tax will be included for the services rendered. Sales tax, if applicable, will be indicated on invoice statements.

11. **TEMINATION FOR NON-PAYMENT OF FEES**
MEG may terminate this contract by giving written notice if any MEG invoice remains unpaid for more than sixty (60) days. MEG's right to terminate this contract shall not be waived by MEG's continued performance during any period of investigation by MEG to determine the reasons for CLIENT's nonpayment.

12. **INDEMNIFICATION**
The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless MEG, its officers, directors, employees and subconsultants against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the project and the acts of its representatives, contractors, subcontractors, or consultants or anyone for whom the CLIENT is legally liable. MEG agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, employees and subconsultants against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by MEG's negligent acts in connection with the project and the acts of its representatives, contractors, subcontractors, or consultants or anyone for whom MEG is legally liable. Neither MEG nor the CLIENT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

13. DELAYS AND FORCE MAJEURE

If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or conditions are encountered, Services under this Authorization may be delayed. CLIENT shall not hold MEG responsible for damages or delays in performance caused by acts or omissions of CLIENT, its subcontractors, governmental authorities, regulatory agencies, civil or labor unrest, acts of God, nature, or terror, disruptions of the internet, MEG's electronic telecommunications or hosting services or any other events that are beyond the reasonable control of MEG. In the event of such delays, the contract completion date shall be extended accordingly and the CLIENT shall pay MEG for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays.

14. DATA AND INFORMATION

CLIENT shall provide MEG all reports, data, studies, plans, specifications, documents and other information which are relevant to the Services. MEG shall be entitled to rely upon the Project Information provided by the CLIENT or others and MEG assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against MEG, and agrees to defend, indemnify and hold MEG harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. MEG will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on MEG's data, interpretations or recommendations.

15. INTELLECTUAL PROPERTY

MEG shall own all Intellectual Property associated with the Services and the MEG Products, together with any modifications, updates or enhancements to said Intellectual Property. MEG grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to MEG any interest in any such Intellectual Property rights that notwithstanding or foregoing, would otherwise be deemed by law to vest in CLIENT.

16. INFORMATION MANAGEMENT

CLIENT acknowledges that electronic media is susceptible to unauthorized modifications, deterioration, and incompatibility and therefore CLIENT cannot rely upon the electronic media versions of the Documents. In the event of any discrepancy, MEG's hardcopy shall prevail.

17. ON-SITE RESPONSIBILITIES AND RISKS

Unless otherwise agreed, CLIENT will furnish right of entry and obtain permits as required for MEG to perform the fieldwork. MEG will take reasonable precautions to minimize damage to land and other property caused in MEG's operations, but MEG has not included in the fee the cost of restoration of damage that may occur. If CLIENT desires MEG to restore the site to its former conditions and if MEG agrees to do so, MEG will undertake the repairs and add the cost to the fee.

In case any one or more of the provisions contained in this Authorization shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

FEE PROPOSAL FOR LANDSCAPE ARCHITECTURE FOR LAREDO STORAGE TANK

THE DRY LAND | Landscape Architecture
110 Montecillo, Suite 2A
El Paso, Texas 79912

03 | 06 | 26

Lourdes Borrego-O'Brien
Tank Industry Consultants
7740 West New York Street
Indianapolis, Indiana 46214

Dear Ms. O'Brien:

1.0 SCOPE OF WORK

The proposed scope of work is the landscape design for a storage tank facility, located in Laredo, Texas. Design work includes, and is limited to, the design of trees, shrubs, landscape rock, boulders, edging and irrigation. The stages of work include 60%, 90% and 100% landscape plans, Bidding Assistance and Construction Administration to include Submittal and RFI responses only.

2.0 FEE

The fee is $6,960, broken down as follows:

Phase	Role	Hours	Hourly Rate	Fee
60% Plans	Principal / Landscape Architect	2	$ 180	$ 360
	Project Manager	6	$ 120	$ 720
	Landscape Designer / CAD Drafter	20	$ 80	$ 1,600
			60% Plans Fee	$ 2,680
90% Plans	Principal / Landscape Architect	1.5	$ 180	$ 270
	Project Manager	5	$ 120	$ 600
	Landscape Designer / CAD Drafter	15	$ 80	$ 1,200
			90% Plans Fee	$ 2,070
100% Plans	Principal / Landscape Architect	1	$ 180	$ 180
	Project Manager	3	$ 120	$ 360
	Landscape Designer / CAD Drafter	9	$ 80	$ 720
			100% Plans Fee	$ 1,260
Bidding + CA	Principal / Landscape Architect	0.5	$ 180	$ 90
	Project Manager	2.5	$ 120	$ 300
	Landscape Designer / CAD Drafter	7	$ 80	$ 560
			B + CA Fee	$ 950
			TOTAL FEE	$ 6,960

Invoices are rendered at the completion of each stage and are due within 45 days.

3.0 ADDITIONAL SERVICES

Please note that the fee includes three submissions maximum. Additional redesign based on additional revised site plans, revisions to the design requested after approval to proceed has been given and design of future phases within the same parcel will be viewed as an additional service.

Assuming you find this proposal satisfactory, please sign below where indicated and return.

Regards,

Jonathan Matthews | RLA, LI, SITES AP, LEED Green Associate
THE DRY LAND
915 887 7893
jonathan@thedryland.com

.....

Approved by Lourdes Borrego-O'Brien on behalf of Tank Industry Consultants

X_____ Date_____

ISSUING THE DRY LAND DIGITAL FILES OF THE SITE PLAN SO THAT THE DRY LAND CAN BEGIN DESIGN WILL CONSTITUTE ACCEPTANCE OF THIS PROPOSAL, EVEN IF THE PROPOSAL IS NOT SIGNED.

From: Adrian Castillo
To: "Reveles, Atzuko"; roger@premier-ce.com
Cc: Lourdes Borrego-O"Brien; nelda.oviedo@premier-ce.com
Subject: RE: City of Laredo: New Elevated Water Storage Tank
Date: Friday, March 6, 2026 4:08:18 AM

Good morning Atzuko
Due to the unspecified factors, such as unknown location, unknown existing condition of parcel, unknown number of existing utilities, unknown size of parent tract, unknown existing drainage features and past experiences with City Purchased properties.

Our fee will be $20,000.00
This fee does not purport an ALTA/NSPS Land Title Survey

Should you have any questions please feel free to contact us.
Thank you and have a good weekend.

A wise man's heart inclines to the right, but the heart of fool to the left.
-Ecclesiastes 10-2

Adrian Castillo, Survey Manager
PREMIER ENGINEERING SURVEYING
Home Office
5401 McPherson Rd., Ste. 9
Laredo, TX 78041
P: (956) 717-1199 F: (956) 717-1196 C: (956) 744-5111

Tap to pay with VISA DISCOVER

From: Reveles, Atzuko <AReveles@jmt.com>
Sent: Thursday, March 5, 2026 5:39 PM
To: Adrian Castillo <ac@premier-ce.com>; roger@premier-ce.com
Cc: Lourdes Borrego-O'Brien <borrego-obrien@tankindustry.com>; nelda.oviedo@premier-ce.com
Subject: RE: City of Laredo: New Elevated Water Storage Tank

Good afternoon, Adrian!

Checking in to see how the cost proposal is coming along?

Thank you!
Atzuko

From: Reveles, Atzuko <AReveles@jmt.com>
Sent: Tuesday, March 3, 2026 4:02 PM
To: Adrian Castillo <ac@premier-ce.com>; roger@premier-ce.com

City of Laredo

City Council

Meeting Date: 12/01/2025 **Consent Agenda**

SUBJECT
Authorizing the City Manager for the selection of the three (3) most qualified engineering firms in response to the Request for Qualifications (RFQ) for professional engineering services for the design of a new Elevated Storage Tank (EST), and authorizing staff to begin negotiations with the highest-ranked firms in accordance with Texas Government Code §2254.004.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Moderate
Supporting goal(s)/policy(ies):
Policy 6.5.7 Continue to implement the existing water conservation program
Policy 7.2.4 Increase access to safe water
Summary of alignment:
This agenda item update aligns with Viva Laredo's Comprehensive Plan goals and policies addressing water quality by replacing aged water lines.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND

The City of Laredo Utilities Department issued a Request for Qualifications for professional engineering services to design a new Elevated Storage Tank (EST) to increase system pressure, enhance water reliability, and ensure compliance with Texas Commission on Environmental Quality (TCEQ) storage requirements.

A Request for Qualifications (RFQ) was publicly advertised on September 17, 2025 in accordance with State and local procurement requirements. A total of 6 firms submitted Statements of Qualifications prior to the deadline on October23, 2025.

A selection committee consisting of staff from the Utilities Department Division evaluated each submittal based on the following criteria:

- Experience with Elevated Storage Tank Design.
- Qualifications of Key Personnel.
- Project Approach and Understanding.
- Experience with Similar Municipal Utility Projects.
- Reference and Past Performance
- Proximity and Availability of Firm

	WTC	Urban DDC	Freese Nichols	Garver	Tank Industry	Ardurra
Overall Evaluation	65	70	**90**	77	**95**	**90**

Following the evaluation process, the selection committee ranked the following firms as the **T**op Three (3) Most Qualified Engineering Firms for the Elevated Storage Tank design project:

1. **Tank Industry**
2. **Ardurra**
3. **Freese Nichols**

In compliance with Texas Government Code §2254.004 (Professional Services Procurement Act), negotiations will begin with the highest-ranked firm to establish a fair and reasonable contract. If negotiations are unsuccessful, staff will formally end negotiations and proceed to the next most qualified firm.

A contract for engineering design services will be brought back to City Council for approval once negotiations are complete.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of Motion

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Yes
Source of Funds:	2022 Water Revenue Bond
Account #:	557-9879-535-9301
Change Order: Exceeds 25% Y/N:	No

FINANCIAL IMPACT:
There is no financial impact associated with this action. Funding for engineering design services will be included in a future agenda item once a contract amount is negotiated and finalized. Once a contract amount is negotiated we will use 2022 Water Revenue Bond, Account #557-9879-535-9301, project ID:WP2118.

	Freese & Nichols	Tank Industry Consultants	Garver
Evaluator#1	95.00	95.00	85.00
Evaluator#2	90.00	95.00	75.00
Evaluator#3	90.00	95.00	85.00
Average & Final Scores	**91.67**	**95.00**	**81.67**

	Ardurra Group	Urban DCCM	WTC Inc.
Evaluator#1	90.00	65.00	65.00
Evaluator#2	85.00	60.00	65.00
Evaluator#3	95.00	80.00	60.00
Average & Final Scores	**90.00**	**68.33**	**63.33**

FY25-098: Professional Consulting Services for the Design of an Elevated Storage Tank Utilities Department

Tanea Al-Zabet

Signature

Return completed Evaluation Sheet to Purchasing for tabulation.

		Firms Listed in Alphabetical Order					
Evaluation Criteria	MAXIMUM RATING *	TIC	F&N	ARD	GARVER	URB	WTC
Experience with Elevated Storage Tank Design	30	30	25	25	25	25	20
Qualification of Key Personnel	20	20	20	15	15	15	15
Project Approach and Understanding	20	20	20	20	15	15	15
Experience with Similar Municipal Utility Projects	10	10	10	10	10	5	5
References and Past Performance	10	10	10	10	10	5	5
Proximity and Availability of Firm	10	5	5	10	5	5	5
TOTAL POINTS	*100*	*95*	*90*	*90*	*80*	*70*	*65*
Member Recommendation:	Seek council approval to negotiate with the first bidder and then the two second bidders.						

Comments:

FY25-098: Professional Consulting Services for the Design of an Elevated Storage Tank Utilities Department

Tara Al-Zahal

Signature

Return completed Evaluation Sheet to Purchasing for tabulation.

		Firms Listed in Alphabetical Order					
Evaluation Criteria	MAXIMUM RATING *	Vendor 1 FCN	Vendor 2 TIC	Vendor 3 GARY	Vendor4 ARD	Vendor 5 URBAN	WTC
Experience with Elevated Storage Tank Design	30	~~30~~ 30	30	25	25	20	20
Qualification of Key Personnel	20	~~20~~ 20	20	15	15	15	15
Project Approach and Understanding	20	20	20	15	20	15	15
Experience with Similar Municipal Utility Projects	10	10	10	10	10	5	5
References and Past Performance	10	10	10	10	10	5	5
Proximity and Availability of Firm	10	5	5	5	10	5	5
TOTAL POINTS	*100*	95	95	85	90	65	65
Member Recommendation:							

Comments:

FY25-098: Professional Consulting Services for the Design of an Elevated Storage Tank Utilities Department

Signature J. Mc

Return completed Evaluation Sheet to Purchasing for tabulation.

Evaluation Criteria	MAXIMUM RATING *	Firms Listed in Alphabetical Order					
		F+N Vendor 1	Tank Industry Vendor 2	Garver Vendor 3	Arcadis Vendor4	Urban Vendor 5	WTC
Experience with Elevated Storage Tank Design	30	25	30	20	25	20	20
Qualification of Key Personnel	20	20	20	15	15	15	15
Project Approach and Understanding	20	20	20	15	15	10	15
Experience with Similar Municipal Utility Projects	10	10	5	10	10	5	5
References and Past Performance	10	10	10	10	10	5	5
Proximity and Availability of Firm	10	5	10	5	10	5	5
TOTAL POINTS	*100*	90	95	75	85	60	65
Member Recommendation:							

Comments:

FY25-098: Professional Consulting Services for the Design of an Elevated Storage Tank Utilities Department

Signature

Return completed Evaluation Sheet to Purchasing for tabulation.

Evaluation Criteria	MAXIMUM RATING *	Firms Listed in Alphabetical Order					
		FTN Vendor 1	TIC Vendor 2	Garver Vendor 3	Ardurra Vendor4	Urban Vendor 5	WTC 6
Experience with Elevated Storage Tank Design	30	25	30	25	30	25	15
Qualification of Key Personnel	20	20	20	15	15	15	15
Project Approach and Understanding	20	20	20	15	20	15	15
Experience with Similar Municipal Utility Projects	10	10	10	10	10	10	5
References and Past Performance	10	10	10	10	10	10	5
Proximity and Availability of Firm	10	5	5	5	10	5	5
TOTAL POINTS	*100*	90	95	85	95	80	60
Member Recommendation:							

Comments:

City of Laredo

City Council

Meeting Date: 5/4/2026 **Consent Agenda 56.**

SUBJECT
Consideration to renew service contract FY24-064 with Midas Contractors, LLC, of Laredo, Texas in an annual amount of $100,000.00 and $100,000.00 for the remainder of the contract term, for lawn and landscaping restoration caused by excavation work during water line break repairs. This contract is based on the unit costs of measured areas in square feet and linear measurements in feet, and includes the cost of a licensed irrigator, plus a contingency fund to cover miscellaneous landscaping components including, but not limited to replacing individual trees, mulch, various plantings, and other landscaping appurtenances. The term of this contract shall be for a period of one year beginning as of the date of its execution. There was no price increase during the last extension period. This is the second of three one-year extension periods. All services will be secured on an as needed basis. Funding is available in the Waterworks Fund.

PREVIOUS COUNCIL ACTION
Approved a one-year contract on 6/10/24.
Approved a one-year contract on 5/19/25.

BACKGROUND
This contract establishes pricing for lawn and landscaping restoration caused by excavation work during utility repairs. This contract is based on unit cost of measured areas in square feet and measured linear measurements in feet and when required a licensed irrigator; plus a contingency fund to cover miscellaneous landscaping components including (but not limited to) replacing individual trees, mulch, various plantings, and other landscaping appurtenances. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This contract may be extended for one, additional one (1) year period. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

A complete bid tabulation is attached. The summarized listing of all the types of rates that are included in this service are shown.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:	2026.
Budgeted Y/N?:	Yes.

Source of Funds:	Water Works Fund.
Account #:	557-4130 533-2011 & 559-4220-533-2011.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

				Midas Contractors LLC		MG Landscaping, Inc.	
				Total Price	$539.80	Total Price	$650.50
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Landscaping RepairsRepairs to restore damaged lawn with San Augustine sod. Contractor shall provide all labor sod, tools, and equipment needed tore-lay sod damaged or disturbed by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.	1	PKG	**$104.55**	$104.55	$156.30	$156.30
1.1	Minimum charge for repairs: Less than 100 S.F	1	Square Foot	**$100.00**		$150.00	
1.2	101-500 Square ft.	1	Square Foot	**$1.50**		**$1.50**	
1.3	501 to 1000 Square ft.	1	Square Foot	$1.25		**$1.00**	
1.4	1001 and over Square ft.	1	Square Foot	**$0.80**		**$0.80**	
1.5	Expected completion in working days per repair.	1	each	**$1.00**		$3.00	
2	Repairs to restore damaged lawn with Bermuda sod Contractor shall provide all labor, sod, tools, and equipment needed to re-lay sod damaged or disturbed by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.	1	PKG	**$104.55**	$104.55	$156.30	$156.30
2.1	Minimum charge for repairs: Less than 100 S.F	1	Square Foot	**$100.00**		$150.00	
2.2	101-500 Square ft.	1	Square Foot	**$1.50**		**$1.50**	
2.3	501 to 1000 Square ft.	1	Square Foot	$1.25		**$1.00**	
2.4	1001 and over Square ft.	1	Square Foot	**$0.80**		**$0.80**	
2.5	Expected completion in working days per repair.	1	Each	**$1.00**		$3.00	
3	Repairing Irrigation System (Sprinkler Heads)Contractor shall provide labor, licensed irrigator, sprinkler heads, materials, tools, and equipment needed to repair sprinkler system damaged by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.	1	PKG	**$85.00**	$85.00	$88.00	$88.00
3.1	Pop-up Sprinkler Heads	1	Each	$20.00		**$10.00**	
3.2	Impact Rotors	1	Each	**$25.00**		$30.00	
3.3	Gear-driven Rotors	1	Each	**$18.00**		$20.00	
3.4	Large Turf Rotors	1	Each	**$20.00**		$25.00	
3.5	Expected completion in working days per repair.	1	Each	**$2.00**		$3.00	

4	Repairing Irrigation System (Main Line Replacement)Contractor shall provide all labor, licensed Irrigator, PVC pipe/fittings, tools, and equipment needed to repair mainline damaged by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.	1	PKG	**$77.00**	$77.00	$80.20	$80.20
4.1	Minimum charge for repairs: Less than 25 Linear Foot	1	Linear Foot	**$70.00**		$75.00	
4.2	26-50 Linear feet	1	Linear Foot	$2.00		**$1.00**	
4.3	51-75 Linear feet	1	Linear Foot	$1.20		**$0.90**	
4.4	76-100 Linear feet	1	Linear Foot	$1.00		**$0.75**	
4.5	101 and over Linear feet	1	Linear Foot	$0.80		**$0.55**	
4.6	Expected completion in working days per repair.	1	Each	**$2.00**		**$2.00**	
5	Repairing Irrigation System (Lateral Line Replacement)Contractor shall provide all labor, licensed Irrigator, PVC pipe/fittings, tools, and equipment needed to repair lateral line damaged by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.	1	PKG	**$78.70**	$78.70	$80.70	$80.70
5.1	Minimum charge for repairs: Less than 25 Linear Foot	1	Linear Foot	**$70.00**		$75.00	
5.2	26-50 Linear feet	1	Linear Foot	$2.50		**$1.00**	
5.3	51-75 Linear feet	1	Linear Foot	$1.20		**$0.90**	
5.4	76-100 Linear feet	1	Linear Foot	$1.00		**$0.75**	
5.5	101 - 150 Linear feet	1	Linear Foot	$1.00		**$0.55**	
5.6	151 and over Linear feet	1	Linear Foot	$1.00		**$0.50**	
5.7	Expected completion in working days per repair.	1	Each	**$2.00**		**$2.00**	
6	Repairing Irrigation System (Valve Replacement)	1	PKG	**$49.00**	$49.00	$52.00	$52.00
6.1	Contractor shall provide all labor, licensed irrigator, valves, PVC pipe/fittings, tools, and equipment needed to repair/replace damaged valves by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.	1	EA	**$48.00**		$50.00	
6.2	Expected completion in working days per repair.	1	EA	**$1.00**		$2.00	
7	Repairs to Irrigation Electrical System	1	PKG	$41.00	$41.00	**$37.00**	$37.00

7.1	Contractor shall provide all labor, tools, and equipment needed to repairirrigations electrical system damaged by Utilities Department. Including anybackfilling, leveling, and ordinary compaction of excavated area.	1	Hourly Rate	$40.00	**$35.00**
7.2	Expected completion in working days per repair.	1	Each	**$1.00**	$2.00

Line #
1
1.1
1.2
1.3
1.4
1.5
2
2.1
2.2
2.3
2.4
2.5
3
3.1
3.2
3.3
3.4
3.5

4

4.1

4.2

4.3

4.4

4.5

4.6

5

5.1

5.2

5.3

5.4

5.5

5.6

5.7

6

6.1

6.2

7

7.1

7.2

City of Laredo
Purchasing Division
RENEWAL NOTICE

April 10, 2026

Mr. Nelso Molina
Midas Contractors LLC.
203 Valladolid Avenue
Laredo, Texas 78046

Re: FY24-064 Lawn & Landscaping Repairs
Extension II

Dear Mr. Molina,

This is to inform you that contract FY24-064 which was approved by the City Council on June 10, 2024 is up for renewal. This is the second of three extension periods. Please advise if you wish to renew this contract.

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 authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Midas Contractor LLC.

Request a contract extension: YUM Not request a contract extension: _____

Authorized Signature: _____

Print Name: Nelso Molina

Date: 4-10-26

City of Laredo
Purchasing Division
LETTER OF AWARD

May 20, 2025

Mr. Nelso Molina
Midas Contractors LLC.
203 Valladolid Avenue
Laredo, Texas 78046

Re: FY24-064 Lawn & Landscaping Repairs
Extension I

Dear Mr. Molina,

This is to inform you that the contract renewal FY24-064 was approved by the City Council on May 19, 2025. The term of this contract shall be for a period of one year. This is the first of three extension periods.

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

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

City of Laredo

City Council

Meeting Date: 5/19/2025 **Consent Agenda 61.**

SUBJECT
Consideration to renew annual service contract FY24-064 with Midas Contractors, LLC, of Laredo, Texas in an amount, not to exceed, $100,000.00 for lawn and landscaping restoration caused by excavation work during water line break repairs. This contract is based on the unit costs of measured areas in square feet and linear measurements in feet, and includes the cost of a licensed irrigator, plus a contingency fund to cover miscellaneous landscaping components including, but not limited to replacing individual trees, mulch, various plantings, and other landscaping appurtenances. The term of this contract shall be for a period of one year beginning as of the date of its execution. There was no price increase during the last extension period. This is the first of three one-year extension periods. All services will be secured on an as needed basis. Funding is available in the Waterworks and Sewer System Funds.

PREVIOUS COUNCIL ACTION
Approved a one-year contract on 6/10/24.

BACKGROUND
This contract establishes pricing for lawn and landscaping restoration caused by excavation work during utility repairs. This contract is based on unit cost of measured areas in square feet and measured linear measurements in feet and when required a licensed irrigator; plus a contingency fund to cover miscellaneous landscaping components including (but not limited to) replacing individual trees, mulch, various plantings, and other landscaping appurtenances. Based on the Utilities Department's review of the bids submitted, staff is recommending that a contract be awarded to the lowest responsive bidder being Midas Contractors, LLC, of Laredo, Texas. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This contract may be extended for two, additional one (1) year periods. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

A complete bid tabulation is attached. The summarized listing of all the types of rates that are included in these services.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:	2025.
Budgeted Y/N?:	Yes.
Source of Funds:	Waterworks and Sewer System Funds.
Account #:	557-4130 533-2011 & 559-4220-533-2011.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

City of Laredo
Purchasing Division
RENEWAL NOTICE

April 24, 2025

Mr. Nelso Molina
Midas Contractors LLC.
203 Valladolid Avenue
Laredo, Texas 78046

Re: FY24-064 Lawn & Landscaping Repairs
Extension I

Dear Mr. Molina,

This is to inform you that contract FY24-064 which was approved by the City Council on June 10, 2024 is up for renewal. This is the first of three extension periods.

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

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Midas Contractor LLC.

Request a contract extension: YES Not request a contract extension: _____

Authorized Signature: _____

Print Name: NELSO MOLINA

Date: 4/24/2024

City of Laredo
Purchasing Division
LETTER OF AWARD

June 11, 2024

Mr. Nelso Molina
Midas Contractors LLC.
203 Valladolid Avenue
Laredo, Texas 78046

Re: FY24-064 Lawn & Landscaping Repairs
Approved by City Council on June 10, 2024

Dear Mr. Molina,

This is to inform you that contract FY24-064 was approved by the City Council on June 10, 2024. The term of this contract shall be for a period of one year. This contract has three extension periods.

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a copy to ealdape@ci.laredo.tx.us.

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 authorization, please feel free to call me at (956) 794-1733.

Sincerely,

Enrique Aldape III
Interim Purchasing Agent

Xc: Purchasing File

24-064

SUBJECT
Consideration to award annual contract FY24-064 to the lowest bidder being Midas Contractors, LLC, of Laredo, Texas in an amount, not to exceed, $100,000.00 for lawn and landscaping restoration caused by excavation work during water line break repairs. This contract is based on the unit costs of measured areas in square feet and linear measurements in feet, and includes the cost of a licensed irrigator, plus a contingency fund to cover miscellaneous landscaping components including (but not limited to) replacing individual trees, mulch, various plantings, and other landscaping appurtenances. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract has three extension periods. All services will be secured on an as needed basis. Funding is available in the Waterworks Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The City received two (2) bids through Cit-E-Bid for awarding an annual contract for lawn and landscaping restoration caused by excavation work during utility repairs. This contract is based on unit cost of measured areas in square feet and measured linear measurements in feet and when required a licensed irrigator; plus a contingency fund to cover miscellaneous landscaping components including (but not limited to) replacing individual trees, mulch, various plantings, and other landscaping appurtenances. Based on the Utilities Department's review of the bids submitted, staff is recommending that a contract be awarded to the lowest responsive bidder being Midas Contractors, LLC, of Laredo, Texas. 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. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

A complete bid tabulation is attached. The summarized listing of all the types of rates that are included in this service are shown.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes.
Source of Funds:	Water Works Fund
Account #:	557-4130-533-2011 & 559-4220-533-2011.

FY24-064 Lawn & Landscaping Repairs
Midas Contractors LLC
Supplier Response

Event Information

Number: FY24-064 Lawn & Landscaping Repairs
Title: FY24-064 Lawn & Landscaping Repairs- Utilities
Type: Request For Bid
Issue Date: 4/15/2024
Deadline: 5/6/2024 05:00 PM (CT)
Notes: All questions for this bid shall be submitted through Cit-E-Bid or by email no later than April 24, 2024.
List of any specialized equipment should be submitted through Cit-E-Bid as an attachment.

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue

Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Midas Contractors LLC Information

Address: 203 Valladolid Ave
Laredo, TX 78046
Phone: (956) 231-9142
Email: nelso@midascontractors.com

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

Nelso Molina — *Signature*
nelso@midascontractors.com — *Email*
Submitted at 5/6/2024 02:26:55 PM (CT)

Response Attachments

CCF05062024_0002.pdf

Certificate of interestes parties bidder questionaire conflict of intetest questionaire affidavit discretionary contracts disclosure

PHOTO-2024-05-06-13-22-38 (1).jpg

Irrigation License

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Midas Contractors, LLC. / Nelso Molina 956-231-9142
3	**State how long under has the business been in its present business name** 5 years
4	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A
5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

6	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? N/A
7	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessec against the Business for failure to complete work on time or any other reason? N/A
8	**State if the Company is a certified minority business enterprise** This company is not a certified minority business
9	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.
10	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491. 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
11	**Conflict of Interest Questionnaire** Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? Yes

12	**Construction Contract** Construction Contract Requires Acknowledgement ☑ Acknowledge
13	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
14	**This is a** New Submission
15	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Nelso Molina
16	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department FY24-064 Lawn & Landscaping Repairs (FY24-064 Lawn & Landscaping Repairs- Utilities) Purchasing Division
17	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Midas Contractors, LLC.
18	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
19	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. *No response*
20	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
21	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. *No response*
22	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable

23	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. *No response*
24	**Question 7. Disclosure of political contributions** List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) Not Applicable
25	**Question 7. Disclosure of political contributions** If you selected Not Applicable on question 7. please skip this section. If it applies to you, please list all contributors in this section. *No response*
26	**Updates on contributions required** Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
27	**Question 8. Disclosure of Conflict of Interest** Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? I am not aware of any conflict of interest
28	**8. Disclosure of Conflict of Interest** If you selected I am aware of conflict of interest is question 8, please list them in this section. *No response*
29	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☑ I have read and understand this section

30	**Question 10. No Contact with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section
31	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised
32	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Nelso Molina Managing Member Midas Contractors, LLC. 05/03/2024
33	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct
34	**Company Information Questionnaire** ☑ I have completed this section
35	**Conflict of Interest Questionnaire** ☑ I have completed this section
36	**Non-Collusive Affidavit** ☑ I have completed and included this form
37	**Discretionary Contracts Disclosure** ☑ I have completed this section

38 **Certificate of Interested Parties (Form 1295)**

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

☑ I will comply with this form

39 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material.

Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

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

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A

bidder
is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the
City of Laredo, bidder will not engage in employment practices such as discriminating against employees because
of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require
assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.
5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved
by the City Council.
6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will
not be considered. Late bids will be returned to the bidder unopened.
7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a
bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part
thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled
bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to
the scheduled date for opening to:
CITY OF LAREDO INTERIM PURCHASING AGENT Enrique Aldape III
5512 Thomas Ave,
Laredo, TX 78041
ealdape@ci.laredo.tx.us
or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference
to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or
edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through
Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible
for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award
of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest
specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing
a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the
recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest tc the City
Purchasing Officer. Such protest must include specific reasons for the protest.

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

8.0 BIDDER DISCOUNTS

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

(a) This contract will be **awarded** to the **(lowest responsive responsible bidder or bidders)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid

requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. 4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

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.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any

and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS CHAPTER 137: COMPLIANCE AND PROFESSIONALISM SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS §137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services.

(b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost.

(c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

13.0 INSURANCE REQUIREMENTS

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

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

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

(c) Commercial Automobile Liability (Not Applicable for this contract).

(d) Professional Liability (Not Applicable for this contract).

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

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

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

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

Liability.

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

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

liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any
material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as
primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must
be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained
herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

14.0 CONTRACT REQUIREMENTS

14.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

14.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

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

14.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the
party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder
has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham 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 of 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.

14.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

mpany Information Questionnaire,
ned Price Schedule,
nflict of Interest Questionnaire,
n-Collusive Affidavit
cretionary Contracts Disclosure
rtificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

14.5 CONFLICT OF INTEREST FORMS (Attached)

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

14.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

15.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for
debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person
or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State
of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs
under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies
that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal
Assistance Programs under Executive Order 12549.

The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

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

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

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

☑ I Agree to the Terms and Conditions

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

4 1	**Disqualification & Debarment Certification** **DISQUALIFICATION & DEBARMENT CERTIFICATION** By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill. ☑ I certify to the terms and conditions

4 2	**Contract Requirements**

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

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

☑ I have read and understand this section

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

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

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

☑ I have read and understand this section

44 **Ordinace 2018-O-175**

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

No response

45 **Equipment List**

☑ Yes

Bid Lines

1 **Package Header**

Landscaping Repairs Repairs to restore damaged lawn with San Augustine sod. Contractor shall provide all labor sod, tools, and equipment needed to re-lay sod damaged or disturbed by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.

Quantity: 1 UOM: PKG Total: $104.55

Item Notes: Please submit "0" for unit price

Package Items

1.1 Minimum charge for repairs: Less than 100 S.F

Quantity: 1 UOM: Square Foot Price: $100.00 Total: $100.00

1.2 101-500 Square ft.

Quantity: 1 UOM: Square Foot Price: $1.50 Total: $1.50

1.3 501 to 1000 Square ft.

Quantity: 1 UOM: Square Foot Price: $1.25 Total: $1.25

1.4 1001 and over Square ft.

Quantity: 1 UOM: Square Foot Price: $0.80 Total: $0.80

1.5 Expected completion in working days per repair.

Quantity: 1 UOM: each Price: $1.00 Total: $1.00

2 **Package Header**

Repairs to restore damaged lawn with Bermuda sod Contractor shall provide all labor, sod, tools, and equipment needed to re-lay sod damaged or disturbed by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.

Quantity: 1 UOM: PKG Total: $104.55

Item Notes: Please submit "0" for unit price

Package Items

2.1 Minimum charge for repairs: Less than 100 S.F

Quantity: 1 UOM: Square Foot Price: $100.00 Total: $100.00

2.2 101-500 Square ft.

Quantity: 1 UOM: Square Foot Price: $1.50 Total: $1.50

2.3 501 to 1000 Square ft.

Quantity: 1 UOM: Square Foot Price: $1.25 Total: $1.25

2.4 1001 and over Square ft.

Quantity: 1 UOM: Square Foot Price: $0.80 Total: $0.80

2.5 Expected completion in working days per repair.

Quantity: 1 UOM: Each Price: $1.00 Total: $1.00

3 Package Header

Repairing Irrigation System (Sprinkler Heads) Contractor shall provide labor, licensed irrigator, sprinkler heads, materials, tools, and equipment needed to repair sprinkler system damaged by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.

Quantity: 1 UOM: PKG Total: $85.00

Item Notes: Please submit "0" for unit price

Package Items

3.1 Pop-up Sprinkler Heads

Quantity: 1 UOM: Each Price: $20.00 Total: $20.00

3.2 Impact Rotors

Quantity: 1 UOM: Each Price: $25.00 Total: $25.00

3.3 Gear-driven Rotors

Quantity: 1 UOM: Each Price: $18.00 Total: $18.00

3.4 Large Turf Rotors

Quantity: 1 UOM: Each Price: $20.00 Total: $20.00

3.5 Expected completion in working days per repair.

Quantity: 1 UOM: Each Price: $2.00 Total: $2.00

4 Package Header

Repairing Irrigation System (Main Line Replacement) Contractor shall provide all labor, licensed Irrigator, PVC pipe/fittings, tools, and equipment needed to repair mainline damaged by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.

Quantity: 1 UOM: PKG Total: $77.00

Item Notes: Please submit "0" for unit price

Package Items

4.1 Minimum charge for repairs: Less than 25 Linear Foot

Quantity: 1 UOM: Linear Foot Price: $70.00 Total: $70.00

4.2 26-50 Linear feet

Quantity: 1 UOM: Linear Foot Price: $2.00 Total: $2.00

4.3 51-75 Linear feet

Quantity: 1 UOM: Linear Foot Price: $1.20 Total: $1.20

4.4 76-100 Linear feet

Quantity: 1 UOM: Linear Foot Price: $1.00 Total: $1.00

4.5 101 and over Linear feet

Quantity: 1 UOM: Linear Foot Price: $0.80 Total: $0.80

4.6 Expected completion in working days per repair.

Quantity: 1 UOM: Each Price: $2.00 Total: $2.00

5 Package Header

Repairing Irrigation System (Lateral Line Replacement) Contractor shall provide all labor, licensed Irrigator, PVC pipe/fittings, tools, and equipment needed to repair lateral line damaged by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.

Quantity: 1 UOM: PKG Total: $78.70

Item Notes: Please submit "0" for unit price

Package Items

5.1 Minimum charge for repairs: Less than 25 Linear Foot

Quantity: 1 UOM: Linear Foot Price: $70.00 Total: $70.00

5.2 26-50 Linear feet

Quantity: 1 UOM: Linear Foot Price: $2.50 Total: $2.50

5.3 51-75 Linear feet

Quantity: 1 UOM: Linear Foot Price: $1.20 Total: $1.20

5.4 76-100 Linear feet

Quantity: 1 UOM: Linear Foot Price: $1.00 Total: $1.00

5.5 101 - 150 Linear feet

Quantity: 1 UOM: Linear Foot Price: $1.00 Total: $1.00

5.6 151 and over Linear feet

Quantity: 1 UOM: Linear Foot Price: $1.00 Total: $1.00

5.7 Expected completion in working days per repair.

Quantity: 1 UOM: Each Price: $2.00 Total: $2.00

6 Package Header

Repairing Irrigation System (Valve Replacement)

Quantity: 1 UOM: PKG Total: $49.00

Item Notes: Please submit "0" for unit price

Package Items

6.1 Contractor shall provide all labor, licensed irrigator, valves, PVC pipe/fittings, tools, and equipment needed to repair/replace damaged valves by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.

Quantity: 1 UOM: EA Price: $48.00 Total: $48.00

6.2 Expected completion in working days per repair.

Quantity: 1 UOM: EA Price: $1.00 Total: $1.00

7 Package Header

Repairs to Irrigation Electrical System

Quantity: 1 UOM: PKG Total: $41.00

Item Notes: Please submit "0" for unit price

Package Items

7.1 Contractor shall provide all labor, tools, and equipment needed to repair irrigations electrical system damaged by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.

Quantity: 1 UOM: Hourly Rate Price: $40.00 Total: $40.00

7.2 Expected completion in working days per repair.

Quantity: 1 UOM: Each Price: $1.00 Total: $1.00

Response Total: $539.80

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5 and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1156441

Date Filed:
05/03/2024

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Midas Contractors, LLC
Laredo, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
City of Laredo

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
FY24-064
Lawn & Landscaping Repairs (FY24-064 Lawn & Landscaping Repairs- Utilities)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** [X]

6 **UNSWORN DECLARATION**

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

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

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

Executed in Webb County, State of Texas, on the 03 day of May (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

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.**
Midas Contractors, LLC

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
City of Laredo

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Midas Contractors	Laredo TX USA		

5 Check only if there is NO Interested Party. ☒

6 AFFIDAVIT

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

ANA MARTINA CADENAS
Notary Public, State of Texas
Comm. Expires 06-24-2025
Notary ID 129455098

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Nelso Molina, this the 6 day of May, 20 24, to certify which, witness my hand and seal of office.

Ana Cadenas — Signature of officer administering oath
Ana Cadenas — Printed name of officer administering oath
Notary Public — Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

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

27.0 **Tab A – Bidder Information Questionnaire**

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

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

Name of Offeror (Business) Midas Contractors, LLC

Signature of person authorized to sign bid _____ Date 5-6-24

Print Name of person authorized to sign bid Nelso Molina

Title: Managing Member

Business Address: 2710 Zacatecas

City, State, Zip Code: Laredo TX 78046

Telephone Number: (956) 231-9142 Fax Number: _____

Contact Person Email Address: nelso@midascontractors.com

Federal Tax ID Number: 83-2491550

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship ✓ Other: _____

If other state business status: _____

State how long under its present business name: 6 years

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

_____

_____

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

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

Is any litigation pending against the Business? Yes No.

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

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

This company is not a certified minority business: ☐

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

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

Delso Molina — Name | [signature] — Signature | 5-6-24 — Date

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

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

Midas Contractors, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.) N/A

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A
Name of Officer

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

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

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

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

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

[signature]
Signature of person doing business with the governmental entity

5-6-24
Date

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Nelso Molina

Being first duly sworn, deposes and says:

That he/she is Managing Member of Midas Contractors, LLC
(a Partner of officer of the firm of, etc.)

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

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

Subscribed and sworn before me this 6 day of May 2024.

Ana Cadenas
Notary Public

My commission expires:

June 24, 2025

ANA MARTINA CADENAS
Notary Public, State of Texas
Comm. Expires 06-24-2025
Notary ID 129455098

31.0

City of Laredo
Discretionary Contracts Disclosure

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

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

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

Nelso | | Molina | |
First | M.I. | Last | Suffix

***2. Contract Information.**

a) Contract or Project name(s): FY24-064 Lawn and Landscaping Repairs

b) Originating Department(s): Purchasing Division

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

Name (Print)	Signature	Name (Print)	Signature
Nelso Molina			

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

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

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

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

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

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

List of subcontractors: _____

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

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

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

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

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

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

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

List of contributors: _____

Updates on Contributions Required

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

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

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

by these city officials?

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

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

***Acknowledgements**

Updates Required

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

No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

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

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

***Oath**

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

Nelso Molina		Managing member.
Name (Print)	Signature	Title
Midas Contractors, LLC		05/03/24
Company or DBA		Date

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

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

City of Laredo

City Council

Meeting Date: 5/4/2026 **Staff Report 57.**

SUBJECT
Staff report with possible action regarding RFQ 2026-003 for Wildlife Management Professionals Services with Brewster Environmental Quality Services LLC for developing and implementing wildlife population control plans for wild hogs and javelinas within the city limits and surrounding areas.

PREVIOUS COUNCIL ACTION
On April 7, 2026, Council approved Motion 26-173 to select and Negotiate contract.

BACKGROUND
The City of Laredo Public Health Department - Animal Care Services issued a Request for Qualifications (RFQ) for qualified Wildlife Management Professionals or Firms with expertise in developing and implementing wildlife population control plans. The primary objective is to reduce the population of wild hogs (Sus scrofa) and javelinas (Pecaro tajacu) within the city limits and surrounding areas, which have increasingly become a threat to public safety, property, and the local ecosystem body.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):

- **Goal 7.2:** Prevent and control risks to public health and safety.
- **Policy 7.2.8:** Manage animal populations to reduce the risk of injury, property damage, and zoonotic disease transmission.
- **Goal 7.6:** Protect the community from environmental and public safety hazards.
- **Policy 7.6.1:** Address environmental and wildlife-related threats that impact
- community health and safety.
- **Goal 7.5:** Strengthen public health systems and operational capacity.
- **Policy 7.5.1:** Support effective public health and animal control operations that respond to emerging community needs.

Summary of alignment: This action aligns with the Viva Laredo Comprehensive Plan by addressing public health, safety, and environmental risks associated with unmanaged wildlife populations. Reducing wild hog and javelina populations helps prevent injuries, property damage, traffic hazards, and potential zoonotic disease exposure while protecting local ecosystems. The implementation of a professional wildlife management plan strengthens the City’s animal care and public health operations and supports the Plan’s goals of safeguarding residents, maintaining environmental balance, and enhancing community well-being.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION
N/A

Fiscal Impact

Fiscal Year:	2027
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No financial impact at the moment.

RFQ 2026-003 Wildlife Management Professionals or Firms

RECOMMENDATION PANEL Rating Tabulation

Tabulation by: Tania Herrera

Panel Members: Richard Chamberlain, Frank Mata, Manuel Gonzalez.

		Firms Listed in Alphabetical Order				
Evaluation Criteria	MAXIMUM RATING *	Brewster Environmental Quality Services				
Experience in public sector	90	88				
Staff Qualifications	60	58				
Approach & Understanding of Scope	90	88				
Licenses & Certifications	30	28				
References	30	28				
TOTAL POINTS	***300***	***290***				

Solicitation Open Date: 10/08/2025 *Solicitation Close Date: 12/08/2025*

Panel Recommendation: Select **Brewster Environmental Quality Services**

Comments: NA

2026

Wildlife Management Services – Wild Hog and Javelina Control

COST PROPOSAL

SUBMITTED BY: BIANCA BREWSTER

Cost Proposal

Brewster Environmental Quality Services LLC

Project: Wildlife Management Services – Wild Hog and Javelina Control
Contract Term: 12 Months
Staffing Level: 8 Personnel

Total Project Cost Summary

Base Project Cost (Core Services)

Cost Category	Estimated Cost
Personnel (Salaries & Wages)	$460,000
Containment Equipment & Bait	$120,000
Transportation Equipment	$22,500
Surveillance & Tracking Equipment	$17,500
Total Base Project Cost	**$620,000**

Optional Services

Service	Estimated Cost
Live Relocation Services	$220,000
Total with Optional Services	**$840,000**

Cost Breakdown and Justification

1. Personnel (Salaries & Wages) – $460,000

Covers a full-time team of 8 personnel over a 12-month period, including:

- Project Manager / Lead Wildlife Control Operator
- Wildlife Control Operators/ Field Technicians
- Administrative Data and Permit Specialist

This staffing level ensures:

- Continuous field operations
- Timely response to high-activity areas
- Safe and humane wildlife handling
- Accurate data collection and reporting

---

2. Containment Equipment & Bait – $120,000

Includes all materials necessary for effective wildlife capture and control:

- Corral traps and drop-door systems
- Live traps and containment equipment
- Contraceptive Feed/Bait and attractants (ongoing replenishment)
- Maintenance and replacement of equipment

This category represents a critical investment to ensure efficient and humane population reduction.

---

3. Transportation Equipment – $22,500

Covers costs associated with:

- Vehicle usage and field mobility
- Transport of traps, equipment, and personnel
- Fuel and maintenance related to project operations

---

4. Surveillance & Tracking Equipment – $17,500

Supports data-driven decision-making through:

- Trail cameras and monitoring systems
- GPS/GIS tracking tools
- Data collection and movement pattern analysis

This allows the project to remain targeted, efficient, and measurable.

---

5. Optional: Live Relocation Services – $220,000

Brewster Environmental Quality Services, LLC offers live relocation as an optional service based on City preference, regulatory approval, and public perception considerations.

This service includes:

- Humane live capture and transport
- Coordination with approved relocation sites (if permitted)
- Additional labor support, equipment, and logistical requirements

Note: Due to regulatory constraints and effectiveness considerations, live relocation may be limited in application compared to other control methods. This service is presented as an optional alternative where appropriate.

Cost Assumptions

- Project duration is 12 months with consistent field operations
- Staffing level of 8 personnel is required to maintain adequate coverage
- Wildlife population density may fluctuate, impacting operational intensity
- Equipment and bait costs reflect ongoing use and replenishment
- Optional services will only be implemented upon City approval

---

Cost Summary Statement

Brewster Environmental Quality Services, LLC has developed a cost structure that prioritizes safety, field operations, and measurable outcomes. The proposed budget ensures that sufficient resources are allocated to personnel and equipment necessary to effectively manage wild hog and javelina populations within an urban environment.

The inclusion of optional services provides the City with flexibility to adapt management strategies based on regulatory guidance, public input, and project performance.

City of Laredo

City Council

Meeting Date: 5/4/2026 **Staff Report 58.**

SUBJECT
Presentation with possible action of the FY2024-2025 Annual Comprehensive Financial Report (ACFR) prepared by the City of Laredo's Financial Services Department and audited by the Independent Audit Firm of Canales, Garza, and Baum, P.L.L.C.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Article VI, Section 6.11 of the City Charter requires that an annual audit of all funds of the City be conducted by an independent certified public accounting firm. The Annual Comprehensive Financial Report (ACFR) consists of four parts: (1) The Introductory Section includes the transmittal letter and a management and discussion analysis, which highlights significant aspects of financial operations during the year and particular financial issues faced by the City, an organization chart, and a list of principal City officials. (2) The Financial Section includes the independent auditor's report, basic financial statements, and related notes, and supplement financial data. (3) The Statistical Section includes several exhibits and tables of unaudited data depicting the financial history of the City as well as demographic and other miscellaneous statistics. (4) The Single Audit Section and the U.S. Office of Management and Budget Circular A-133, Audit of State and Local Government and Non-Profit Organizations. This section includes the Reports on Compliance on Internal Controls over Financial Reporting and a Report on Compliance with Requirements Applicable to each Major Program and a Schedule of Expenditures of Federal and State Awards. The City will forward its Annual Comprehensive Financial Report to the Government Officers' Association for grading towards a thirty-seven Certificate of Achievement of Excellence in Financial Reporting.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Staff recommends the acceptance of the FY 2024-2025 Annual Comprehensive Financial Report.

City of Laredo

City Council

Meeting Date: 5/4/2026 **Closed Session 59.**

SUBJECT
Request for Executive Session pursuant to Texas Government Code § 551.071 (Consultation with Attorney) to receive legal advice regarding regulatory compliance matters, potential enforcement actions, possible litigation exposure, and related internal review processes involving the Solid Waste Department, the Utilities Department, and any other necessary departments.

PREVIOUS COUNCIL ACTION
Click or tap here to enter text.

BACKGROUND
Click or tap here to enter text.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Click or tap here to enter text.

Fiscal Impact

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

FINANCIAL IMPACT:
Click or tap here to enter text.

City of Laredo

City Council

Meeting Date: 5/4/2026 **Laredo Mass Transit Board 60.**

SUBJECT
Authorizing the City Manager to submit a grant application in the amount of $9,022,377.00 to the Federal Transit Administration (FTA) for Fiscal Year 2026 Section 5307 Urbanized Area Formula grant program. The FTA Share is $4,977,863.00 and Local Match in the amount of $4,044,514.00. Funding will be used to cover part of the operating expenses (50/50) and capital preventive maintenance expenses (80/20) for El Metro Operations. No Financial Impact at the moment.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
On March 31, 2026, Federal Transit Administration announced the posting of the funding tables, which provides the full year spending authority. The tables represent close to $14.6 billion in formula funding to transit agencies and communities to support public transportation throughout the country.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this resolution in order to continue providing operating assistance to El Metro Operations.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	El Metro Operations
Account #:	558
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No financial impact.

FEDERAL TRANSIT ADMINISTRATION

TABLE 3A

FY 2026 FULL YEAR SECTION 5307 OPERATING ASSISTANCE SPECIAL RULE OPERATOR CAPS FOR URBANIZED AREAS OVER 200,000 IN POPULATION

The total available for operating assistance is based on NTD Data and the Section 5307 funding shown in FTA Apportionment Table #3.

Notes:

1. Agencies that are included in this table AND that are eligible for grants under the Section 5307 Urbanized Area Formula Program are eligible to receive operating assistance under the provisions of 5307(a)(2)(A), subject to local allocation, up to the amounts specified in column "G" in Fiscal Year 2026.

2. Beginning in FY17, agencies may alternatively use program funds up to the amount shown in column "H" for operating assistance under 5307(a)(2)(B), provided that this amount is no greater than 50 or 75 percent of the total amount allocated to them for eligible projects through the local planning process, consistent with the eligible percent factor shown in column "F".

*3. This list **does NOT** indicate an agency's eligibility or entitlement for funding and does not represent an allocation of funding under the Urbanized Area Formula Program or any other FTA program.*

4. Public agencies that operate fixed-route bus service and/or demand-response service, excluding complementary ADA service, are permitted to use this provision in their Urbanized Area Formula Program grants.

5. Transit operators may receive a cap for each urbanized area in which they operate and report transit service.

6. Agencies that contract for public transportation service from a private operator, and which otherwise qualify for an operating cap under this provision, have been credited with the vehicle revenue hours reported by the private provider as attributable to the public agency.

Urbanized Area of Service Provided	Public Transportation System Operator	Vehicles Operated in Peak Fixed Route or Demand Response Service	Apportionment to Urbanized Area	Percent of Apportionment Attributable to Operator based on Vehicle Revenue Hours	Eligible Percent Factor Category	FY 2026 Maximum Amount of Section 5307 Operating Assistance Allowed	FY 2026 Maximum Amount of Section 5307 Operating Assistance Allowed 5307(a)(2)(B)
Aguadilla-Isabela-San Sebastián, PR	Municipality of Aguada	1	$2,230,621	5.77%	75%	**$96,482**	**$106,130**
Aguadilla-Isabela-San Sebastián, PR	Municipality of Añasco	3	$2,230,621	28.09%	75%	**$469,985**	**$516,984**
Aguadilla-Isabela-San Sebastián, PR	Municipality of San Sebastian	2	$2,230,621	17.18%	75%	**$287,336**	**$316,070**
Akron, OH	Medina County	23	$11,072,781	0.52%	75%	**$43,029**	**$47,332**
Akron, OH	Portage Area Regional Transportation Authority	19	$11,072,781	13.13%	75%	**$1,090,794**	**$1,199,873**
Albany-Schenectady, NY	Vermont Agency of Transportation	12	$20,860,435	0.02%	75%	**$2,648**	**$2,913**
Albuquerque, NM	City of Albuquerque	74	$27,250,543	85.45%	75%	**$17,464,237**	**$19,210,661**
Albuquerque, NM	Pueblo of Santa Ana	3	$27,250,543	0.79%	75%	**$160,440**	**$176,484**
Albuquerque, NM	Rio Metro Regional Transit District	13	$27,250,543	3.38%	75%	**$690,501**	**$759,551**
Allentown-Bethlehem, PA-NJ	Lehigh and Northampton Transportation Authority	71	$11,490,932	99.65%	75%	**$8,587,682**	**$8,618,199**
Amarillo, TX	City of Amarillo	12	$2,864,674	96.36%	75%	**$2,070,370**	**$2,148,506**
Anchorage, AK	Municipality of Anchorage	40	$23,065,986	95.65%	75%	**$16,547,256**	**$17,299,490**
Ann Arbor, MI	Ann Arbor Area Transportation Authority	83	$10,585,900	76.76%	50%	**$4,062,643**	**$4,468,907**
Ann Arbor, MI	University of Michigan Parking and Transportation Services	46	$10,585,900	23.08%	75%	**$1,832,487**	**$2,015,736**
Antioch, CA	The Eastern Contra Costa Transit Authority	50	$11,440,278	68.32%	75%	**$5,862,418**	**$6,448,660**
Appleton, WI	City of Appleton	22	$3,381,315	100.00%	75%	**$2,535,986**	**$2,535,986**
Asheville, NC	Buncombe County	3	$4,322,617	30.90%	75%	**$1,001,889**	**$1,102,078**
Asheville, NC	City of Asheville	19	$4,322,617	62.77%	75%	**$2,034,846**	**$2,238,331**
Asheville, NC	Henderson County	3	$4,322,617	6.33%	75%	**$205,228**	**$225,751**
Atlanta, GA	Atlanta-Region Transit Link Authority	80	$102,784,206	3.64%	50%	**$1,868,667**	**$2,055,534**
Atlanta, GA	Bartow County	10	$102,784,206	0.40%	75%	**$309,659**	**$340,625**
Atlanta, GA	Cherokee County Board of Commissioners	2	$102,784,206	0.50%	75%	**$386,197**	**$424,817**
Atlanta, GA	Cobb County	62	$102,784,206	6.51%	75%	**$5,016,976**	**$5,518,674**
Atlanta, GA	County of Douglas	9	$102,784,206	1.04%	75%	**$800,164**	**$880,180**
Atlanta, GA	Coweta County	6	$102,784,206	0.22%	75%	**$166,901**	**$183,591**
Atlanta, GA	Forsyth County Board of Commissioners	13	$102,784,206	0.41%	75%	**$315,269**	**$346,796**
Atlanta, GA	Gwinnett County Board of Commissioners	56	$102,784,206	5.18%	75%	**$3,997,015**	**$4,396,717**
Atlanta, GA	Henry County	30	$102,784,206	0.97%	75%	**$745,566**	**$820,123**
Atlantic City-Ocean City-Villas, NJ	Cape May County	26	$19,960,572	6.60%	75%	**$987,686**	**$1,086,455**
Atlantic City-Ocean City-Villas, NJ	County of Atlantic	4	$19,960,572	1.93%	75%	**$289,071**	**$317,978**
Atlantic City-Ocean City-Villas, NJ	South Jersey Transportation Authority	23	$19,960,572	0.92%	75%	**$137,640**	**$151,404**
Augusta-Richmond County, GA-SC	Aiken Area Council on Aging, Inc.	22	$4,613,196	14.59%	75%	**$504,775**	**$555,253**
Augusta-Richmond County, GA-SC	Augusta Richmond County Transit Department	12	$4,613,196	74.17%	75%	**$2,566,289**	**$2,822,918**
Augusta-Richmond County, GA-SC	Lower Savannah COG	3	$4,613,196	11.24%	75%	**$388,833**	**$427,716**
Austin, TX	City of Round Rock	3	$51,181,247	1.23%	75%	**$471,711**	**$518,882**
Bakersfield, CA	County of Kern	24	$11,369,585	1.58%	75%	**$134,475**	**$147,923**
Bakersfield, CA	Golden Empire Transit District	51	$11,369,585	96.98%	75%	**$8,269,853**	**$8,527,189**
Baltimore, MD	Anne Arundel County	7	$99,142,235	2.07%	75%	**$1,542,669**	**$1,696,936**
Baltimore, MD	Baltimore County Department of Public Works Transportation	8	$99,142,235	1.02%	75%	**$758,420**	**$834,262**
Baltimore, MD	City of Annapolis	11	$99,142,235	1.16%	75%	**$862,526**	**$948,779**
Baltimore, MD	City of Baltimore	18	$99,142,235	1.41%	75%	**$1,051,179**	**$1,156,297**
Baltimore, MD	Queen Anne's County	4	$99,142,235	0.31%	75%	**$231,007**	**$254,108**
Baltimore, MD	Transit Management of Central Maryland, Inc.	26	$99,142,235	3.99%	75%	**$2,964,652**	**$3,261,117**
Barnstable Town, MA	Cape Cod Regional Transit Authority	78	$15,154,768	63.05%	50%	**$4,777,207**	**$5,254,928**
Barnstable Town, MA	Greater Attleboro-Taunton Regional Transit Authority	37	$15,154,768	9.08%	75%	**$1,031,789**	**$1,134,968**
Barnstable Town, MA	The Mashpee Wampanoag Tribe	4	$15,154,768	0.70%	75%	**$79,828**	**$87,811**
Barnstable Town, MA	Woods Hole, Martha's Vineyard and Nantucket Steamship Authority	16	$15,154,768	12.46%	75%	**$1,416,190**	**$1,557,809**
Baton Rouge, LA	Capital Area Transit System	38	$8,135,305	100.00%	75%	**$6,101,479**	**$6,101,479**
Bel Air-Aberdeen, MD	Harford County Maryland	12	$4,637,540	100.00%	75%	**$3,478,155**	**$3,478,155**
Birmingham, AL	Birmingham-Jefferson County Transit Authority	42	$10,901,407	83.72%	75%	**$6,844,617**	**$7,529,079**
Birmingham, AL	Regional Planning Commission of Greater Birmingham	1	$10,901,407	16.28%	75%	**$1,331,438**	**$1,464,582**
Boise City, ID	Ada County Highway District	88	$7,038,666	15.85%	50%	**$557,922**	**$613,714**
Boise City, ID	Boise State University	10	$7,038,666	13.75%	75%	**$726,126**	**$798,739**
Boise City, ID	Valley Regional Transit	38	$7,038,666	70.39%	75%	**$3,715,991**	**$4,087,590**
Bonita Springs-Estero, FL	Collier County	19	$7,034,886	76.71%	75%	**$4,047,495**	**$4,452,245**
Bonita Springs-Estero, FL	Florida Department of Transportation, District 1 Office	46	$7,034,886	1.33%	75%	**$69,944**	**$76,938**
Bonita Springs-Estero, FL	Lee County	40	$7,034,886	21.96%	75%	**$1,158,725**	**$1,274,598**
Boston, MA-NH	Brockton Area Transit Authority	44	$210,444,413	2.51%	75%	**$3,959,797**	**$4,355,777**
Boston, MA-NH	Cape Ann Transportation Authority	10	$210,444,413	0.50%	75%	**$788,326**	**$867,159**
Boston, MA-NH	Cape Cod Regional Transit Authority	78	$210,444,413	0.02%	50%	**$20,421**	**$22,463**
Boston, MA-NH	City of Beverly	1	$210,444,413	0.04%	75%	**$69,625**	**$76,588**
Boston, MA-NH	Greater Attleboro-Taunton Regional Transit Authority	37	$210,444,413	1.74%	75%	**$2,753,208**	**$3,028,529**
Boston, MA-NH	Lowell Regional Transit Authority	39	$210,444,413	1.25%	75%	**$1,971,847**	**$2,169,032**
Boston, MA-NH	Manchester Transit Authority	16	$210,444,413	0.03%	75%	**$49,419**	**$54,361**
Boston, MA-NH	Merrimack Valley Regional Transit Authority	46	$210,444,413	2.96%	75%	**$4,676,724**	**$5,144,396**
Boston, MA-NH	MetroWest Regional Transit Authority	42	$210,444,413	2.29%	75%	**$3,620,343**	**$3,982,377**
Boston, MA-NH	Montachusett Regional Transit Authority	26	$210,444,413	0.22%	75%	**$344,711**	**$379,182**
Boston, MA-NH	The Mashpee Wampanoag Tribe	4	$210,444,413	0.00%	75%	**$6,832**	**$7,515**
Boston, MA-NH	Town of Bedford	1	$210,444,413	0.02%	75%	**$36,620**	**$40,282**

Urbanized Area of Service Provided	Public Transportation System Operator	Vehicles Operated in Peak Fixed Route or Demand Response Service	Apportionment to Urbanized Area	Percent of Apportionment Attributable to Operator based on Vehicle Revenue Hours	Eligible Percent Factor Category	FY 2026 Maximum Amount of Section 5307 Operating Assistance Allowed	FY 2026 Maximum Amount of Section 5307 Operating Assistance Allowed 5307(a)(2)(B)
Boston, MA-NH	Town of Lexington	3	$210,444,413	0.12%	75%	**$197,231**	**$216,954**
Bradenton-Sarasota-Venice, FL	Charlotte County Government	23	$15,045,988	1.33%	75%	**$150,014**	**$165,015**
Bradenton-Sarasota-Venice, FL	Florida Department of Transportation, District 1 Office	46	$15,045,988	0.22%	75%	**$25,046**	**$27,551**
Bradenton-Sarasota-Venice, FL	Manatee County Board of County Commissioners	25	$15,045,988	34.53%	75%	**$3,896,892**	**$4,286,581**
Bradenton-Sarasota-Venice, FL	Sarasota County	37	$15,045,988	63.51%	75%	**$7,167,065**	**$7,883,772**
Bremerton, WA	Kitsap County Public Transportation Benefit Area Authority	97	$5,998,799	95.17%	50%	**$2,854,547**	**$2,999,400**
Bridgeport-Stamford, CT-NY	Greater Bridgeport Transit Authority	40	$38,167,679	27.89%	75%	**$7,984,863**	**$8,783,349**
Bridgeport-Stamford, CT-NY	Greater New Haven Transit District	51	$38,167,679	0.65%	75%	**$185,378**	**$203,916**
Bridgeport-Stamford, CT-NY	Housatonic Area Regional Transit	27	$38,167,679	0.94%	75%	**$270,161**	**$297,177**
Bridgeport-Stamford, CT-NY	Milford Transit District	6	$38,167,679	4.35%	75%	**$1,245,896**	**$1,370,486**
Bridgeport-Stamford, CT-NY	Norwalk Transit District	30	$38,167,679	19.21%	75%	**$5,498,289**	**$6,048,118**
Bridgeport-Stamford, CT-NY	Valley Transit District	12	$38,167,679	2.23%	75%	**$637,935**	**$701,729**
Brownsville, TX	City of Brownsville	18	$4,022,848	87.92%	75%	**$2,652,617**	**$2,917,879**
Brownsville, TX	University of Texas Rio Grande Valley	30	$4,022,848	12.08%	75%	**$364,519**	**$400,971**
Canton, OH	Stark Area Regional Transit Authority	36	$5,739,595	100.00%	75%	**$4,304,696**	**$4,304,696**
Cape Coral, FL	Florida Department of Transportation, District 1 Office	46	$11,218,037	3.78%	75%	**$318,057**	**$349,863**
Cape Coral, FL	Lee County	40	$11,218,037	96.22%	75%	**$8,095,471**	**$8,413,528**
Charleston, SC	Berkeley Charleston Dorchester RTMA	28	$9,618,394	4.91%	75%	**$353,903**	**$389,293**
Charleston, SC	Charleston Area Regional Transportation Authority	71	$9,618,394	95.09%	75%	**$6,859,892**	**$7,213,796**
Charlotte, NC-SC	City of Concord	8	$29,116,192	0.58%	75%	**$126,547**	**$139,202**
Charlotte, NC-SC	The County of Iredell	3	$29,116,192	1.66%	75%	**$361,894**	**$398,083**
Charlotte, NC-SC	Union County	23	$29,116,192	3.25%	75%	**$710,216**	**$781,238**
Chattanooga, TN-GA	Catoosa County	8	$5,722,858	5.39%	75%	**$231,490**	**$254,639**
Chattanooga, TN-GA	Chattanooga Area Regional Transportation Authority	54	$5,722,858	91.99%	75%	**$3,948,153**	**$4,292,144**
Chicago, IL-IN	Bloom Township	5	$351,757,232	0.06%	75%	**$159,904**	**$175,894**
Chicago, IL-IN	Bremen Township	5	$351,757,232	0.02%	75%	**$63,342**	**$69,676**
Chicago, IL-IN	Calumet Township	3	$351,757,232	0.03%	75%	**$72,774**	**$80,051**
Chicago, IL-IN	Chicago State University	1	$351,757,232	0.01%	75%	**$16,914**	**$18,605**
Chicago, IL-IN	City of Berwyn	7	$351,757,232	0.07%	75%	**$182,665**	**$200,932**
Chicago, IL-IN	City of East Chicago	2	$351,757,232	0.04%	75%	**$118,244**	**$130,068**
Chicago, IL-IN	City of Oak Forest	2	$351,757,232	0.00%	75%	**$7,343**	**$8,077**
Chicago, IL-IN	City of Palos Heights	1	$351,757,232	0.01%	75%	**$27,408**	**$30,149**
Chicago, IL-IN	City of Palos Hills	2	$351,757,232	0.01%	75%	**$14,496**	**$15,946**
Chicago, IL-IN	City of Valparaiso	9	$351,757,232	0.01%	75%	**$18,881**	**$20,769**
Chicago, IL-IN	City of Wood Dale	1	$351,757,232	0.01%	75%	**$21,404**	**$23,544**
Chicago, IL-IN	Gary Public Transportation Corporation	16	$351,757,232	0.46%	75%	**$1,222,221**	**$1,344,443**
Chicago, IL-IN	Hanover Township	9	$351,757,232	0.04%	75%	**$113,476**	**$124,824**
Chicago, IL-IN	Lemont Township	3	$351,757,232	0.01%	75%	**$24,223**	**$26,645**
Chicago, IL-IN	Lisle Township	2	$351,757,232	0.01%	75%	**$16,793**	**$18,472**
Chicago, IL-IN	Moraine Township	2	$351,757,232	0.00%	75%	**$10,841**	**$11,925**
Chicago, IL-IN	North Township of Lake County	6	$351,757,232	0.04%	75%	**$102,948**	**$113,243**
Chicago, IL-IN	Northwestern Indiana Regional Planning Commission	36	$351,757,232	0.19%	75%	**$500,645**	**$550,710**
Chicago, IL-IN	Orland Township	2	$351,757,232	0.01%	75%	**$17,141**	**$18,855**
Chicago, IL-IN	Palatine Township	4	$351,757,232	0.02%	75%	**$59,026**	**$64,929**
Chicago, IL-IN	Rich Township	6	$351,757,232	0.02%	75%	**$55,320**	**$60,852**
Chicago, IL-IN	Town of Cicero	5	$351,757,232	0.02%	75%	**$63,011**	**$69,312**
Chicago, IL-IN	Triton College	2	$351,757,232	0.00%	75%	**$9,693**	**$10,662**
Chicago, IL-IN	Village of Bellwood	2	$351,757,232	0.02%	75%	**$41,538**	**$45,692**
Chicago, IL-IN	Village of Crestwood	1	$351,757,232	0.01%	75%	**$29,966**	**$32,963**
Chicago, IL-IN	Village of Elmwood Park	1	$351,757,232	0.01%	75%	**$14,565**	**$16,022**
Chicago, IL-IN	Village of Forest Park	2	$351,757,232	0.02%	75%	**$52,483**	**$57,731**
Chicago, IL-IN	Village of Harwood Heights	1	$351,757,232	0.01%	75%	**$25,580**	**$28,138**
Chicago, IL-IN	Village of Melrose Park	2	$351,757,232	0.01%	75%	**$14,078**	**$15,486**
Chicago, IL-IN	Village of Norridge	1	$351,757,232	0.01%	75%	**$15,661**	**$17,227**
Chicago, IL-IN	Village of Orland Hills	1	$351,757,232	0.01%	75%	**$19,855**	**$21,841**
Chicago, IL-IN	Village of Orland Park	1	$351,757,232	0.00%	75%	**$12,982**	**$14,280**
Chicago, IL-IN	Village of Park Forest	2	$351,757,232	0.01%	75%	**$18,707**	**$20,578**
Chicago, IL-IN	Village of River Grove	1	$351,757,232	0.00%	75%	**$9,118**	**$10,030**
Chicago, IL-IN	Village of Schaumburg	11	$351,757,232	0.10%	75%	**$252,741**	**$278,015**
Chicago, IL-IN	Village of South Chicago Heights	1	$351,757,232	0.00%	75%	**$2,993**	**$3,292**
Chicago, IL-IN	Waukegan Township	1	$351,757,232	0.00%	75%	**$10,128**	**$11,141**
Chicago, IL-IN	Wheeling Township	7	$351,757,232	0.06%	75%	**$155,049**	**$170,554**
Chicago, IL-IN	Worth Township	3	$351,757,232	0.01%	75%	**$28,278**	**$31,106**
Cincinnati, OH-KY	Butler County Regional Transit Authority	21	$30,189,635	6.34%	75%	**$1,435,542**	**$1,579,096**
Cincinnati, OH-KY	Clermont County, Ohio	6	$30,189,635	3.04%	75%	**$688,273**	**$757,100**
Cincinnati, OH-KY	County of Warren	16	$30,189,635	2.13%	75%	**$482,526**	**$530,779**
Cincinnati, OH-KY	Transit Authority of Northern Kentucky	90	$30,189,635	18.02%	50%	**$2,720,133**	**$2,992,146**
Clarksville, TN-KY	City of Clarksville	17	$2,989,091	100.00%	75%	**$2,241,818**	**$2,241,818**
Cleveland, OH	Laketran	32	$39,436,354	11.47%	75%	**$3,391,612**	**$3,730,773**
Cleveland, OH	Lorain County	3	$39,436,354	0.30%	75%	**$89,272**	**$98,199**
Cleveland, OH	Medina County	23	$39,436,354	0.47%	75%	**$138,565**	**$152,422**
Cleveland, OH	Portage Area Regional Transportation Authority	19	$39,436,354	0.16%	75%	**$47,063**	**$51,769**
College Station-Bryan, TX	Brazos Transit District	17	$2,877,455	100.00%	75%	**$2,158,091**	**$2,158,091**
Colorado Springs, CO	City of Colorado Springs	58	$11,106,224	86.40%	75%	**$7,196,970**	**$7,916,667**
Colorado Springs, CO	Denver Regional Council of Governments	78	$11,106,224	1.29%	50%	**$71,804**	**$78,984**
Columbia, SC	Central Midlands Regional Transportation Authority	55	$8,297,885	100.00%	75%	**$6,223,414**	**$6,223,414**
Columbus, GA-AL	Columbus Consolidated Government	15	$3,601,942	91.89%	75%	**$2,482,420**	**$2,701,457**
Columbus, GA-AL	Lee-Russell Council of Governments	4	$3,601,942	8.11%	75%	**$219,036**	**$240,940**
Columbus, OH	Delaware County Transit Board	22	$27,456,850	3.94%	75%	**$810,652**	**$891,717**
Columbus, OH	Lancaster Public Transit System	6	$27,456,850	0.24%	75%	**$48,413**	**$53,254**
Columbus, OH	Licking County, Ohio	3	$27,456,850	0.49%	75%	**$101,870**	**$112,057**
Columbus, OH	Mid-Ohio Regional Planning Commission	34	$27,456,850	1.11%	75%	**$227,912**	**$250,703**
Concord, NC	Cabarrus County	21	$3,407,168	24.75%	75%	**$632,431**	**$695,674**
Concord, NC	City of Concord	8	$3,407,168	50.51%	75%	**$1,290,798**	**$1,419,878**
Concord, NC	City of Salisbury	3	$3,407,168	17.00%	75%	**$434,473**	**$477,920**
Concord, NC	Rowan County	22	$3,407,168	7.74%	75%	**$197,674**	**$217,441**
Concord-Walnut Creek, CA	Central Contra Costa Transit Authority	76	$20,180,532	41.40%	50%	**$4,176,926**	**$4,594,619**
Concord-Walnut Creek, CA	Livermore / Amador Valley Transit Authority	49	$20,180,532	0.29%	75%	**$43,818**	**$48,200**
Corpus Christi, TX	Corpus Christi Regional Transportation Authority	55	$8,624,704	100.00%	75%	**$6,468,528**	**$6,468,528**
Dallas-Fort Worth-Arlington, TX	City of Cleburne	2	$131,352,135	0.10%	75%	**$94,308**	**$103,739**
Dallas-Fort Worth-Arlington, TX	City of Grand Prairie	26	$131,352,135	1.15%	75%	**$1,131,325**	**$1,244,458**

Urbanized Area of Service Provided	Public Transportation System Operator	Vehicles Operated in Peak Fixed Route or Demand Response Service	Apportionment to Urbanized Area	Percent of Apportionment Attributable to Operator based on Vehicle Revenue Hours	Eligible Percent Factor Category	FY 2026 Maximum Amount of Section 5307 Operating Assistance Allowed	FY 2026 Maximum Amount of Section 5307 Operating Assistance Allowed 5307(a)(2)(B)
Dallas-Fort Worth-Arlington, TX	Denton County Transportation Authority	25	$131,352,135	0.61%	75%	**$603,286**	**$663,615**
Dallas-Fort Worth-Arlington, TX	Public Transit Services	17	$131,352,135	0.09%	75%	**$84,298**	**$92,728**
Dallas-Fort Worth-Arlington, TX	SPAN, Incorporated	30	$131,352,135	0.45%	75%	**$447,370**	**$492,107**
Dallas-Fort Worth-Arlington, TX	STAR Transit	2	$131,352,135	1.33%	75%	**$1,309,576**	**$1,440,534**
Davenport, IA-IL	City of Bettendorf	5	$6,552,041	13.26%	75%	**$651,784**	**$716,962**
Davenport, IA-IL	City of Davenport	16	$6,552,041	26.72%	75%	**$1,313,183**	**$1,444,501**
Davenport, IA-IL	East Central Iowa Council of Governments	4	$6,552,041	0.23%	75%	**$11,366**	**$12,503**
Davenport, IA-IL	Rock Island County Metropolitan Mass Transit District	47	$6,552,041	59.04%	75%	**$2,901,147**	**$3,191,262**
Dayton, OH	Greater Dayton Regional Transit Authority	80	$20,312,158	93.70%	50%	**$9,515,929**	**$10,156,079**
Dayton, OH	Greene County Transit Board	21	$20,312,158	6.30%	75%	**$960,225**	**$1,056,248**
Daytona Beach-Palm Coast-Port Orange, FL	County of Volusia	55	$8,464,344	85.08%	75%	**$5,400,797**	**$5,940,877**
Daytona Beach-Palm Coast-Port Orange, FL	Flagler County	18	$8,464,344	14.92%	75%	**$947,461**	**$1,042,207**
Deltona, FL	County of Volusia	55	$3,811,608	100.00%	75%	**$2,858,706**	**$2,858,706**
Denton-Lewisville, TX	Denton County Transportation Authority	25	$11,835,893	88.73%	75%	**$7,876,060**	**$8,663,666**
Des Moines, IA	Des Moines Area Regional Transit Authority	84	$9,305,927	100.00%	50%	**$4,652,964**	**$4,652,964**
Detroit, MI	Ann Arbor Area Transportation Authority	83	$58,873,260	0.48%	50%	**$140,365**	**$154,402**
Durham, NC	City of Durham	40	$11,163,772	52.83%	75%	**$4,422,968**	**$4,865,265**
Durham, NC	Orange County	4	$11,163,772	0.25%	75%	**$20,603**	**$22,663**
Durham, NC	Research Triangle Regional Public Transportation Authority	49	$11,163,772	15.34%	75%	**$1,284,411**	**$1,412,852**
Durham, NC	Town of Chapel Hill	74	$11,163,772	31.55%	75%	**$2,641,907**	**$2,906,098**
Durham, NC	Wake County	43	$11,163,772	0.04%	75%	**$2,941**	**$3,235**
El Paso, TX-NM	El Paso County	16	$19,569,668	4.52%	75%	**$663,341**	**$729,675**
El Paso, TX-NM	South Central Regional Transit District	15	$19,569,668	1.40%	75%	**$206,103**	**$226,713**
Eugene, OR	Lane Transit District	69	$10,066,012	100.00%	75%	**$7,549,509**	**$7,549,509**
Evansville, IN	City of Evansville	16	$2,870,544	100.00%	75%	**$2,152,908**	**$2,152,908**
Fargo, ND-MN	City of Fargo	27	$3,885,825	64.21%	75%	**$1,871,332**	**$2,058,465**
Fargo, ND-MN	City of Moorhead	8	$3,885,825	24.87%	75%	**$724,857**	**$797,343**
Fargo, ND-MN	Fargo Park District	23	$3,885,825	10.92%	75%	**$318,180**	**$349,998**
Fayetteville, NC	City of Fayetteville	22	$4,974,780	76.92%	75%	**$2,870,028**	**$3,157,031**
Fayetteville, NC	Cumberland County	15	$4,974,780	7.46%	75%	**$278,160**	**$305,976**
Fayetteville, NC	Hoke County	12	$4,974,780	15.32%	75%	**$571,423**	**$628,565**
Fayetteville, NC	Research Triangle Regional Public Transportation Authority	49	$4,974,780	0.31%	75%	**$11,474**	**$12,621**
Fayetteville-Springdale-Rogers, AR-MO	Ozark Regional Transit	19	$4,545,867	58.20%	75%	**$1,984,409**	**$2,182,850**
Fayetteville-Springdale-Rogers, AR-MO	University of Arkansas, Fayetteville	17	$4,545,867	41.80%	75%	**$1,424,992**	**$1,567,491**
Flint, MI	Mass Transportation Authority	91	$11,182,827	99.15%	50%	**$5,543,612**	**$5,591,414**
Fort Collins, CO	City of Fort Collins	34	$5,905,768	75.78%	75%	**$3,356,391**	**$3,692,030**
Fort Collins, CO	City of Loveland, Colorado	7	$5,905,768	18.59%	75%	**$823,498**	**$905,848**
Fort Collins, CO	Denver Regional Council of Governments	78	$5,905,768	0.18%	50%	**$5,406**	**$5,947**
Fort Collins, CO	North Front Range Transportation and Air Quality Planning Council	22	$5,905,768	5.45%	75%	**$241,327**	**$265,460**
Fort Wayne, IN	Fort Wayne Public Transportation Corporation	25	$4,750,729	100.00%	75%	**$3,563,047**	**$3,563,047**
Fresno, CA	City of Clovis	8	$16,294,346	10.10%	75%	**$1,234,756**	**$1,358,232**
Gainesville, FL	City of Gainesville, FL	86	$6,223,523	100.00%	50%	**$3,111,762**	**$3,111,762**
Green Bay, WI	City of Green Bay	15	$3,156,380	89.64%	75%	**$2,122,071**	**$2,334,278**
Green Bay, WI	Oneida Tribe of Indians of Wisconsin	9	$3,156,380	10.36%	75%	**$245,214**	**$269,735**
Greensboro, NC	City of Greensboro	41	$7,603,902	86.88%	75%	**$4,954,818**	**$5,450,300**
Greensboro, NC	Guilford County	21	$7,603,902	4.93%	75%	**$281,297**	**$309,427**
Greensboro, NC	Piedmont Authority for Regional Transportation	22	$7,603,902	8.19%	75%	**$466,812**	**$513,493**
Greenville, SC	Greenville Transit Authority	16	$4,082,111	100.00%	75%	**$3,061,583**	**$3,061,583**
Gulfport-Biloxi, MS	Ms Coast Transportation Authority	16	$3,552,208	100.00%	75%	**$2,664,156**	**$2,664,156**
Harrisburg, PA	Susquehanna Regional Transportation Authority	87	$9,332,578	96.88%	50%	**$4,520,777**	**$4,666,289**
Hartford, CT	Estuary Transit District	14	$35,114,200	2.15%	75%	**$564,913**	**$621,404**
Hickory, NC	Western Piedmont Regional Transit Authority	8	$2,256,770	100.00%	75%	**$1,692,578**	**$1,692,578**
Houston, TX	Fort Bend County, Texas	23	$125,898,160	1.43%	75%	**$1,345,540**	**$1,480,094**
Houston, TX	Gulf Coast Transit District	14	$125,898,160	0.07%	75%	**$70,278**	**$77,306**
Houston, TX	Harris County	16	$125,898,160	1.25%	75%	**$1,175,745**	**$1,293,320**
Huntington, WV-KY-OH	City of Ashland	5	$3,238,609	17.44%	75%	**$423,639**	**$466,003**
Huntington, WV-KY-OH	Lawrence County Port Authority	7	$3,238,609	13.92%	75%	**$338,022**	**$371,824**
Huntington, WV-KY-OH	The Tri-State Transit Authority	23	$3,238,609	68.64%	75%	**$1,667,297**	**$1,834,027**
Huntsville, AL	City of Huntsville, Alabama	17	$3,961,740	100.00%	75%	**$2,971,305**	**$2,971,305**
Indianapolis, IN	Central Indiana Regional Transportation Authority	2	$25,334,746	1.93%	75%	**$365,851**	**$402,436**
Indianapolis, IN	Hamilton County	17	$25,334,746	4.42%	75%	**$840,337**	**$924,371**
Indianapolis, IN	Hancock County, Indiana	11	$25,334,746	1.52%	75%	**$289,205**	**$318,126**
Indio-Palm Desert-Palm Springs, CA	SunLine Transit Agency	47	$6,688,990	99.40%	75%	**$4,986,807**	**$5,016,743**
Jackson, MS	City of Jackson, MS	14	$3,666,456	100.00%	75%	**$2,749,842**	**$2,749,842**
Jacksonville, FL	City of Gainesville, FL	86	$23,285,269	0.01%	50%	**$929**	**$1,022**
Kalamazoo, MI	Central County Transportation Authority	28	$4,062,700	99.77%	75%	**$3,040,135**	**$3,047,025**
Kansas City, MO-KS	City of Bonner Springs	4	$28,062,019	0.15%	75%	**$31,530**	**$34,683**
Kansas City, MO-KS	City of Independence	6	$28,062,019	2.30%	75%	**$483,995**	**$532,395**
Kansas City, MO-KS	Johnson County Kansas	28	$28,062,019	10.49%	75%	**$2,208,117**	**$2,428,929**
Kansas City, MO-KS	Unified Government of Wyandotte County and Kansas City, KS	10	$28,062,019	4.05%	75%	**$852,495**	**$937,745**
Kennewick-Richland-Pasco, WA	Ben Franklin Transit	51	$8,753,979	100.00%	75%	**$6,565,484**	**$6,565,484**
Killeen, TX	Hill Country Transit District	16	$3,249,711	100.00%	75%	**$2,437,283**	**$2,437,283**
Knoxville, TN	City of Knoxville	44	$9,081,981	74.45%	75%	**$5,071,250**	**$5,578,375**
Knoxville, TN	East Tennessee Human Resource Agency, Inc.	5	$9,081,981	11.74%	75%	**$799,588**	**$879,547**
Knoxville, TN	Knoxville-Knox County Community Action Committee	29	$9,081,981	13.81%	75%	**$940,649**	**$1,034,714**
Lafayette, LA	Lafayette City-Parish Consolidated Government	17	$3,231,697	99.29%	75%	**$2,406,465**	**$2,423,773**
Lakeland, FL	Florida Department of Transportation, District 1 Office	46	$4,318,310	0.33%	75%	**$10,674**	**$11,741**
Lakeland, FL	Lakeland Area Mass Transit District	44	$4,318,310	98.56%	75%	**$3,191,988**	**$3,238,733**
Lancaster-Manheim, PA	South Central Transit Authority	75	$11,950,363	90.76%	75%	**$8,134,673**	**$8,948,140**
Lansing, MI	Capital Area Transportation Authority	89	$8,829,321	97.41%	50%	**$4,300,539**	**$4,414,661**
Lansing, MI	Eaton County Transportation Authority	2	$8,829,321	0.37%	75%	**$24,512**	**$26,963**
Laredo, TX	City of Laredo	37	$4,977,863	100.00%	75%	**$3,733,397**	**$3,733,397**
Lexington-Fayette, KY	Lexington Transit Authority	53	$6,471,232	100.00%	75%	**$4,853,424**	**$4,853,424**
Lincoln, NE	City of Lincoln	55	$5,324,683	98.89%	75%	**$3,949,089**	**$3,993,512**
Lincoln, NE	Nebraska Department of Transportation	28	$5,324,683	0.96%	75%	**$38,303**	**$42,133**
Lincoln, NE	Ponca Tribe of Nebraska	16	$5,324,683	0.15%	75%	**$6,120**	**$6,732**
Little Rock, AR	Rock Region Metropolitan Transit Authority	34	$7,434,726	84.86%	75%	**$4,731,846**	**$5,205,031**
Livermore-Pleasanton-Dublin, CA	Central Contra Costa Transit Authority	76	$8,422,231	9.69%	50%	**$407,850**	**$448,635**
Livermore-Pleasanton-Dublin, CA	Livermore / Amador Valley Transit Authority	49	$8,422,231	54.03%	75%	**$3,413,107**	**$3,754,418**
Livermore-Pleasanton-Dublin, CA	Stanislaus Regional Transit Authority	70	$8,422,231	1.91%	75%	**$120,716**	**$132,788**
Los Angeles-Long Beach-Anaheim, CA	Anaheim Transportation Network	49	$415,018,008	1.05%	75%	**$3,258,123**	**$3,583,935**

Urbanized Area of Service Provided	Public Transportation System Operator	Vehicles Operated in Peak Fixed Route or Demand Response Service	Apportionment to Urbanized Area	Percent of Apportionment Attributable to Operator based on Vehicle Revenue Hours	Eligible Percent Factor Category	FY 2026 Maximum Amount of Section 5307 Operating Assistance Allowed	FY 2026 Maximum Amount of Section 5307 Operating Assistance Allowed 5307(a)(2)(B)
Los Angeles-Long Beach-Anaheim, CA	City of Alhambra	10	$415,018,008	0.18%	75%	**$561,518**	**$617,670**
Los Angeles-Long Beach-Anaheim, CA	City of Arcadia	6	$415,018,008	0.15%	75%	**$453,318**	**$498,650**
Los Angeles-Long Beach-Anaheim, CA	City of Artesia	1	$415,018,008	0.02%	75%	**$47,836**	**$52,620**
Los Angeles-Long Beach-Anaheim, CA	City of Azusa	6	$415,018,008	0.07%	75%	**$224,022**	**$246,424**
Los Angeles-Long Beach-Anaheim, CA	City of Baldwin Park	6	$415,018,008	0.14%	75%	**$432,134**	**$475,347**
Los Angeles-Long Beach-Anaheim, CA	City of Bell	1	$415,018,008	0.03%	75%	**$98,843**	**$108,727**
Los Angeles-Long Beach-Anaheim, CA	City of Bell Gardens	3	$415,018,008	0.08%	75%	**$251,146**	**$276,261**
Los Angeles-Long Beach-Anaheim, CA	City of Bellflower	2	$415,018,008	0.04%	75%	**$135,920**	**$149,512**
Los Angeles-Long Beach-Anaheim, CA	City of Beverly Hills	4	$415,018,008	0.02%	75%	**$60,347**	**$66,382**
Los Angeles-Long Beach-Anaheim, CA	City of Burbank	11	$415,018,008	0.17%	75%	**$523,197**	**$575,517**
Los Angeles-Long Beach-Anaheim, CA	City of Calabasas	6	$415,018,008	0.08%	75%	**$264,411**	**$290,852**
Los Angeles-Long Beach-Anaheim, CA	City of Carson	4	$415,018,008	0.05%	75%	**$144,646**	**$159,111**
Los Angeles-Long Beach-Anaheim, CA	City of Cerritos	6	$415,018,008	0.06%	75%	**$186,559**	**$205,215**
Los Angeles-Long Beach-Anaheim, CA	City of Claremont	17	$415,018,008	0.01%	75%	**$44,577**	**$49,035**
Los Angeles-Long Beach-Anaheim, CA	City of Commerce	10	$415,018,008	0.32%	75%	**$988,798**	**$1,087,678**
Los Angeles-Long Beach-Anaheim, CA	City of Compton	5	$415,018,008	0.09%	75%	**$294,900**	**$324,390**
Los Angeles-Long Beach-Anaheim, CA	City of Covina	5	$415,018,008	0.03%	75%	**$99,036**	**$108,940**
Los Angeles-Long Beach-Anaheim, CA	City of Cudahy	1	$415,018,008	0.02%	75%	**$76,818**	**$84,500**
Los Angeles-Long Beach-Anaheim, CA	City of Culver City	40	$415,018,008	0.75%	75%	**$2,328,445**	**$2,561,290**
Los Angeles-Long Beach-Anaheim, CA	City of Downey	7	$415,018,008	0.09%	75%	**$274,293**	**$301,722**
Los Angeles-Long Beach-Anaheim, CA	City of El Monte	7	$415,018,008	0.16%	75%	**$503,554**	**$553,909**
Los Angeles-Long Beach-Anaheim, CA	City of Gardena	25	$415,018,008	0.53%	75%	**$1,643,289**	**$1,807,618**
Los Angeles-Long Beach-Anaheim, CA	City of Glendale	35	$415,018,008	0.61%	75%	**$1,896,556**	**$2,086,212**
Los Angeles-Long Beach-Anaheim, CA	City of Glendora	3	$415,018,008	0.08%	75%	**$239,319**	**$263,251**
Los Angeles-Long Beach-Anaheim, CA	City of Huntington Park	7	$415,018,008	0.13%	75%	**$391,167**	**$430,284**
Los Angeles-Long Beach-Anaheim, CA	City of Inglewood	1	$415,018,008	0.05%	75%	**$148,238**	**$163,062**
Los Angeles-Long Beach-Anaheim, CA	City of La Mirada	5	$415,018,008	0.03%	75%	**$108,638**	**$119,502**
Los Angeles-Long Beach-Anaheim, CA	City of Lakewood	12	$415,018,008	0.04%	75%	**$113,457**	**$124,803**
Los Angeles-Long Beach-Anaheim, CA	City of Lynwood	4	$415,018,008	0.09%	75%	**$292,832**	**$322,115**
Los Angeles-Long Beach-Anaheim, CA	City of Malibu	2	$415,018,008	0.00%	75%	**$3,434**	**$3,777**
Los Angeles-Long Beach-Anaheim, CA	City of Manhattan Beach	3	$415,018,008	0.01%	75%	**$42,474**	**$46,721**
Los Angeles-Long Beach-Anaheim, CA	City of Maywood	1	$415,018,008	0.03%	75%	**$79,954**	**$87,949**
Los Angeles-Long Beach-Anaheim, CA	City of Monrovia	4	$415,018,008	0.05%	75%	**$165,287**	**$181,816**
Los Angeles-Long Beach-Anaheim, CA	City of Montebello	36	$415,018,008	0.90%	75%	**$2,811,673**	**$3,092,840**
Los Angeles-Long Beach-Anaheim, CA	City of Monterey Park	8	$415,018,008	0.12%	75%	**$381,985**	**$420,184**
Los Angeles-Long Beach-Anaheim, CA	City of Norwalk	20	$415,018,008	0.53%	75%	**$1,636,175**	**$1,799,793**
Los Angeles-Long Beach-Anaheim, CA	City of Pasadena	21	$415,018,008	0.53%	75%	**$1,637,630**	**$1,801,393**
Los Angeles-Long Beach-Anaheim, CA	City of Pico Rivera	2	$415,018,008	0.02%	75%	**$60,574**	**$66,631**
Los Angeles-Long Beach-Anaheim, CA	City of Redondo Beach	13	$415,018,008	0.23%	75%	**$724,247**	**$796,672**
Los Angeles-Long Beach-Anaheim, CA	City of Rosemead	4	$415,018,008	0.08%	75%	**$261,292**	**$287,421**
Los Angeles-Long Beach-Anaheim, CA	City of Santa Fe Springs	2	$415,018,008	0.02%	75%	**$53,145**	**$58,460**
Los Angeles-Long Beach-Anaheim, CA	City of South Gate	6	$415,018,008	0.11%	75%	**$328,945**	**$361,840**
Los Angeles-Long Beach-Anaheim, CA	City of South Pasadena	4	$415,018,008	0.02%	75%	**$65,113**	**$71,624**
Los Angeles-Long Beach-Anaheim, CA	City of Torrance	38	$415,018,008	0.85%	75%	**$2,654,849**	**$2,920,334**
Los Angeles-Long Beach-Anaheim, CA	City of West Covina	4	$415,018,008	0.09%	75%	**$286,892**	**$315,581**
Los Angeles-Long Beach-Anaheim, CA	City of West Hollywood	4	$415,018,008	0.13%	75%	**$403,695**	**$444,065**
Los Angeles-Long Beach-Anaheim, CA	City of Whittier	10	$415,018,008	0.10%	75%	**$326,387**	**$359,026**
Los Angeles-Long Beach-Anaheim, CA	Los Angeles County	9	$415,018,008	0.52%	75%	**$1,615,744**	**$1,777,318**
Los Angeles-Long Beach-Anaheim, CA	Palos Verdes Peninsula Transit Authority	21	$415,018,008	0.10%	75%	**$325,914**	**$358,505**
Los Angeles-Long Beach-Anaheim, CA	Pomona Valley Transportation Authority	42	$415,018,008	0.17%	75%	**$544,627**	**$599,090**
Los Angeles-Long Beach-Anaheim, CA	San Bernardino County Transportation Authority	79	$415,018,008	0.00%	50%	**$8,843**	**$9,727**
Lubbock, TX	City of Lubbock	60	$4,919,241	100.00%	75%	**$3,689,431**	**$3,689,431**
McAllen, TX	City of McAllen	15	$14,389,440	38.05%	75%	**$4,106,090**	**$4,516,699**
McAllen, TX	Lower Rio Grande Valley Development Council	29	$14,389,440	37.94%	75%	**$4,094,109**	**$4,503,520**
McAllen, TX	South Texas College	2	$14,389,440	1.83%	75%	**$197,736**	**$217,510**
McAllen, TX	University of Texas Rio Grande Valley	30	$14,389,440	22.18%	75%	**$2,394,145**	**$2,633,560**
McKinney-Frisco, TX	City of McKinney	27	$6,394,131	73.37%	75%	**$3,518,603**	**$3,870,463**
McKinney-Frisco, TX	Denton County Transportation Authority	25	$6,394,131	26.63%	75%	**$1,276,995**	**$1,404,695**
Memphis, TN-MS-AR	City of Memphis	74	$14,179,474	96.14%	75%	**$10,223,761**	**$10,634,606**
Miami-Fort Lauderdale, FL	City of Coconut Creek	3	$189,122,055	0.12%	75%	**$165,749**	**$182,324**
Miami-Fort Lauderdale, FL	City of Coral Springs	2	$189,122,055	0.09%	75%	**$133,793**	**$147,172**
Miami-Fort Lauderdale, FL	City of Dania Beach	3	$189,122,055	0.08%	75%	**$112,728**	**$124,001**
Miami-Fort Lauderdale, FL	City of Deerfield Beach	2	$189,122,055	0.07%	75%	**$95,786**	**$105,365**
Miami-Fort Lauderdale, FL	City of Fort Lauderdale	11	$189,122,055	0.31%	75%	**$440,411**	**$484,452**
Miami-Fort Lauderdale, FL	City of Hallandale Beach	9	$189,122,055	0.36%	75%	**$507,830**	**$558,613**
Miami-Fort Lauderdale, FL	City of Lauderdale Lakes	2	$189,122,055	0.08%	75%	**$112,174**	**$123,391**
Miami-Fort Lauderdale, FL	City of Lauderhill	7	$189,122,055	0.27%	75%	**$382,016**	**$420,218**
Miami-Fort Lauderdale, FL	City of Lighthouse Point	1	$189,122,055	0.02%	75%	**$32,879**	**$36,167**
Miami-Fort Lauderdale, FL	City of Margate	3	$189,122,055	0.13%	75%	**$180,312**	**$198,343**
Miami-Fort Lauderdale, FL	City of Miramar	4	$189,122,055	0.06%	75%	**$79,870**	**$87,857**
Miami-Fort Lauderdale, FL	City of North Lauderdale	2	$189,122,055	0.09%	75%	**$130,183**	**$143,201**
Miami-Fort Lauderdale, FL	City of Pembroke Pines	7	$189,122,055	0.28%	75%	**$400,292**	**$440,321**
Miami-Fort Lauderdale, FL	City of Pompano Beach	4	$189,122,055	0.11%	75%	**$153,545**	**$168,900**
Miami-Fort Lauderdale, FL	City of Tamarac	2	$189,122,055	0.06%	75%	**$79,418**	**$87,360**
Miami-Fort Lauderdale, FL	South Florida Regional Transportation Authority	3	$189,122,055	0.21%	75%	**$302,967**	**$333,264**
Miami-Fort Lauderdale, FL	Town of Davie	6	$189,122,055	0.21%	75%	**$304,526**	**$334,979**
Miami-Fort Lauderdale, FL	Town of Hillsboro Beach	1	$189,122,055	0.02%	75%	**$27,895**	**$30,685**
Milwaukee, WI	City of Racine, Wisconsin	32	$29,589,228	0.29%	75%	**$64,329**	**$70,762**
Milwaukee, WI	City of Waukesha	23	$29,589,228	4.06%	75%	**$900,402**	**$990,442**
Milwaukee, WI	County of Washington	28	$29,589,228	0.37%	75%	**$81,605**	**$89,766**
Milwaukee, WI	Ozaukee County	4	$29,589,228	0.06%	75%	**$12,516**	**$13,768**
Minneapolis-St. Paul, MN	City of Maple Grove	10	$81,817,386	0.50%	75%	**$303,841**	**$334,225**
Minneapolis-St. Paul, MN	City of Plymouth	15	$81,817,386	0.86%	75%	**$526,297**	**$578,927**
Minneapolis-St. Paul, MN	Metropolitan Council	66	$81,817,386	42.99%	75%	**$26,380,404**	**$29,018,444**
Minneapolis-St. Paul, MN	Minnesota Valley Transit Authority	83	$81,817,386	5.11%	50%	**$2,091,893**	**$2,301,082**
Minneapolis-St. Paul, MN	SouthWest Transit	15	$81,817,386	1.88%	75%	**$1,152,843**	**$1,268,127**
Minneapolis-St. Paul, MN	University of Minnesota	18	$81,817,386	1.14%	75%	**$698,798**	**$768,678**
Mission Viejo-Lake Forest-Laguna Niguel, CA	City of Laguna Beach	18	$14,002,060	16.98%	75%	**$1,783,258**	**$1,961,584**
Mobile, AL	City of Mobile	20	$4,165,104	100.00%	75%	**$3,123,828**	**$3,123,828**
Modesto, CA	City of Escalon	1	$10,615,425	0.15%	75%	**$11,903**	**$13,093**
Modesto, CA	Stanislaus Council of Governments	100	$10,615,425	14.08%	50%	**$747,195**	**$821,915**

Urbanized Area of Service Provided	Public Transportation System Operator	Vehicles Operated in Peak Fixed Route or Demand Response Service	Apportionment to Urbanized Area	Percent of Apportionment Attributable to Operator based on Vehicle Revenue Hours	Eligible Percent Factor Category	FY 2026 Maximum Amount of Section 5307 Operating Assistance Allowed	FY 2026 Maximum Amount of Section 5307 Operating Assistance Allowed 5307(a)(2)(B)
Modesto, CA	Stanislaus Regional Transit Authority	70	$10,615,425	85.77%	75%	**$6,828,873**	**$7,511,760**
Montgomery, AL	Autauga County	11	$3,538,461	6.95%	75%	**$184,557**	**$203,013**
Montgomery, AL	City of Montgomery	19	$3,538,461	93.05%	75%	**$2,469,289**	**$2,653,846**
Myrtle Beach-North Myrtle Beach, SC-NC	Waccamaw Regional Transportation Authority	18	$3,503,274	100.00%	75%	**$2,627,456**	**$2,627,456**
Nashua, NH-MA	City of Nashua	8	$2,411,851	82.53%	75%	**$1,492,893**	**$1,642,182**
Nashua, NH-MA	Lowell Regional Transit Authority	39	$2,411,851	1.03%	75%	**$18,683**	**$20,551**
Nashua, NH-MA	Manchester Transit Authority	16	$2,411,851	16.44%	75%	**$297,312**	**$327,043**
Nashville-Davidson, TN	Franklin Transit Authority	6	$33,178,712	4.10%	75%	**$1,020,989**	**$1,123,088**
Nashville-Davidson, TN	Regional Transportation Authority	14	$33,178,712	1.45%	75%	**$361,133**	**$397,246**
Navarre-Miramar Beach-Destin, FL	Okaloosa County Board of County Commissioners	10	$3,348,570	100.00%	75%	**$2,511,428**	**$2,511,428**
New Haven, CT	Estuary Transit District	14	$31,089,207	4.16%	75%	**$970,047**	**$1,067,052**
New Haven, CT	Greater New Haven Transit District	51	$31,089,207	16.24%	75%	**$3,786,984**	**$4,165,682**
New Orleans, LA	Jefferson Parish	30	$21,913,944	16.17%	75%	**$2,657,305**	**$2,923,036**
New Orleans, LA	New Orleans Regional Transit Authority	75	$21,913,944	65.76%	75%	**$10,807,385**	**$11,888,124**
New Orleans, LA	River Parishes Transit Authority	3	$21,913,944	0.40%	75%	**$66,094**	**$72,703**
New Orleans, LA	St. Bernard Parish	2	$21,913,944	0.48%	75%	**$78,402**	**$86,242**
New York-Jersey City-Newark, NY-NJ	City of Long Beach	5	$1,309,952,998	0.05%	75%	**$465,716**	**$512,288**
New York-Jersey City-Newark, NY-NJ	County of Hunterdon	11	$1,309,952,998	0.03%	75%	**$257,655**	**$283,421**
New York-Jersey City-Newark, NY-NJ	County of Mercer	25	$1,309,952,998	0.00%	75%	**$31,129**	**$34,242**
New York-Jersey City-Newark, NY-NJ	County of Rockland	36	$1,309,952,998	0.24%	75%	**$2,346,265**	**$2,580,892**
New York-Jersey City-Newark, NY-NJ	Monmouth County	10	$1,309,952,998	0.00%	75%	**$40,465**	**$44,512**
New York-Jersey City-Newark, NY-NJ	Morris County	20	$1,309,952,998	0.03%	75%	**$246,499**	**$271,149**
New York-Jersey City-Newark, NY-NJ	New York City Department of Transportation	10	$1,309,952,998	0.05%	75%	**$485,723**	**$534,295**
New York-Jersey City-Newark, NY-NJ	Putnam County	7	$1,309,952,998	0.04%	75%	**$378,757**	**$416,633**
New York-Jersey City-Newark, NY-NJ	Somerset County	8	$1,309,952,998	0.13%	75%	**$1,254,323**	**$1,379,755**
New York-Jersey City-Newark, NY-NJ	Town of Clarkstown	9	$1,309,952,998	0.02%	75%	**$194,670**	**$214,137**
New York-Jersey City-Newark, NY-NJ	Town of Huntington	8	$1,309,952,998	0.08%	75%	**$785,316**	**$863,848**
Oklahoma City, OK	Central Oklahoma Transportation and Parking Authority	57	$15,016,402	82.59%	75%	**$9,301,245**	**$10,231,370**
Oklahoma City, OK	City of Edmond	8	$15,016,402	9.34%	75%	**$1,051,632**	**$1,156,795**
Olympia-Lacey, WA	Intercity Transit	62	$5,391,516	100.00%	75%	**$4,043,637**	**$4,043,637**
Omaha, NE-IA	Nebraska Department of Transportation	28	$12,935,348	2.09%	75%	**$202,401**	**$222,641**
Omaha, NE-IA	Ponca Tribe of Nebraska	16	$12,935,348	0.69%	75%	**$66,593**	**$73,252**
Omaha, NE-IA	Transit Authority of Omaha	74	$12,935,348	97.23%	75%	**$9,432,517**	**$9,701,511**
Orlando, FL	Florida Department of Transportation, District 1 Office	46	$55,322,928	0.05%	75%	**$20,535**	**$22,589**
Orlando, FL	Lake County Board of County Commissioners	12	$55,322,928	1.80%	75%	**$746,258**	**$820,884**
Oxnard-San Buenaventura (Ventura), CA	City of Ojai	2	$13,099,165	1.29%	75%	**$127,051**	**$139,756**
Oxnard-San Buenaventura (Ventura), CA	Gold Coast Transit District	49	$13,099,165	69.32%	75%	**$6,810,658**	**$7,491,724**
Oxnard-San Buenaventura (Ventura), CA	Ventura County Transportation Commission	32	$13,099,165	24.21%	75%	**$2,378,005**	**$2,615,806**
Palm Bay-Melbourne, FL	Brevard Board of County Commissioners	35	$9,084,168	100.00%	75%	**$6,813,126**	**$6,813,126**
Palmdale-Lancaster, CA	Antelope Valley Transit Authority	68	$14,130,339	63.11%	75%	**$6,688,213**	**$7,357,034**
Palmdale-Lancaster, CA	County of Kern	24	$14,130,339	0.43%	75%	**$45,679**	**$50,247**
Pensacola, FL-AL	Escambia County Board of County Commissioners, FL	29	$6,222,457	100.00%	75%	**$4,666,843**	**$4,666,843**
Peoria, IL	Greater Peoria Mass Transit District	40	$4,642,590	100.00%	75%	**$3,481,943**	**$3,481,943**
Philadelphia, PA-NJ-DE-MD	Borough of Pottstown	5	$213,120,057	0.28%	75%	**$447,154**	**$491,869**
Philadelphia, PA-NJ-DE-MD	Cecil County Government	9	$213,120,057	0.16%	75%	**$250,024**	**$275,026**
Philadelphia, PA-NJ-DE-MD	County of Atlantic	4	$213,120,057	0.00%	75%	**$2,066**	**$2,273**
Philadelphia, PA-NJ-DE-MD	County of Burlington	6	$213,120,057	0.14%	75%	**$218,384**	**$240,222**
Philadelphia, PA-NJ-DE-MD	Cumberland County	20	$213,120,057	0.01%	75%	**$8,859**	**$9,745**
Philadelphia, PA-NJ-DE-MD	Gloucester County	3	$213,120,057	0.20%	75%	**$324,841**	**$357,325**
Philadelphia, PA-NJ-DE-MD	South Jersey Transportation Authority	23	$213,120,057	0.23%	75%	**$367,461**	**$404,207**
Phoenix West-Goodyear-Avondale, AZ	City of Avondale	13	$8,419,083	8.55%	75%	**$540,172**	**$594,189**
Phoenix West-Goodyear-Avondale, AZ	City of Glendale	3	$8,419,083	0.13%	75%	**$8,254**	**$9,079**
Phoenix West-Goodyear-Avondale, AZ	City of Goodyear	6	$8,419,083	6.13%	75%	**$386,800**	**$425,480**
Phoenix-Mesa-Scottsdale, AZ	City of Glendale	3	$78,196,539	0.88%	75%	**$515,409**	**$566,950**
Phoenix-Mesa-Scottsdale, AZ	City of Peoria	7	$78,196,539	0.23%	75%	**$132,049**	**$145,254**
Phoenix-Mesa-Scottsdale, AZ	City of Scottsdale	12	$78,196,539	1.20%	75%	**$702,891**	**$773,180**
Phoenix-Mesa-Scottsdale, AZ	Salt River Pima-Maricopa Indian Community	9	$78,196,539	0.43%	75%	**$253,893**	**$279,282**
Pittsburgh, PA	Beaver County Transit Authority	11	$44,278,135	2.64%	75%	**$878,136**	**$965,950**
Pittsburgh, PA	Butler Transit Authority	8	$44,278,135	0.11%	75%	**$36,469**	**$40,116**
Pittsburgh, PA	County of Fayette	8	$44,278,135	0.22%	75%	**$74,331**	**$81,764**
Pittsburgh, PA	Mid Mon Valley Transit Authority	22	$44,278,135	0.61%	75%	**$202,893**	**$223,182**
Pittsburgh, PA	Southwestern Pennsylvania Commission	19	$44,278,135	0.40%	75%	**$134,420**	**$147,862**
Pittsburgh, PA	Washington County Transportation Authority	7	$44,278,135	2.82%	75%	**$936,128**	**$1,029,741**
Pittsburgh, PA	Westmoreland County Transit Authority	26	$44,278,135	3.68%	75%	**$1,222,312**	**$1,344,543**
Port St. Lucie, FL	Board of County Commissioners of St. Lucie County	14	$7,436,628	75.15%	75%	**$4,191,740**	**$4,610,914**
Port St. Lucie, FL	Martin County	9	$7,436,628	19.19%	75%	**$1,070,102**	**$1,177,112**
Portland, ME	Biddeford-Saco-Old Orchard Beach Transit Committee Shuttle Bus	12	$15,470,528	11.10%	75%	**$1,288,433**	**$1,417,276**
Portland, ME	City of South Portland	3	$15,470,528	9.46%	75%	**$1,097,616**	**$1,207,378**
Portland, ME	Greater Portland Transit District	30	$15,470,528	51.38%	75%	**$5,961,088**	**$6,557,197**
Portland, OR-WA	City of Canby	5	$65,412,741	0.11%	75%	**$51,628**	**$56,791**
Portland, OR-WA	City of Wilsonville	12	$65,412,741	0.84%	75%	**$414,422**	**$455,864**
Portland, OR-WA	Clackamas County	7	$65,412,741	0.75%	75%	**$367,531**	**$404,284**
Portland, OR-WA	Clark County Public Transportation Benefit Area Authority	95	$65,412,741	11.61%	50%	**$3,797,770**	**$4,177,547**
Poughkeepsie-Newburgh, NY	Dutchess County	34	$18,221,053	24.07%	75%	**$3,289,079**	**$3,617,987**
Poughkeepsie-Newburgh, NY	Orange County	10	$18,221,053	11.22%	75%	**$1,533,931**	**$1,687,324**
Poughkeepsie-Newburgh, NY	Town of Newburgh	3	$18,221,053	0.85%	75%	**$115,641**	**$127,205**
Poughkeepsie-Newburgh, NY	Ulster County	26	$18,221,053	9.64%	75%	**$1,316,980**	**$1,448,678**
Providence, RI-MA	Greater Attleboro-Taunton Regional Transit Authority	37	$50,784,762	5.41%	75%	**$2,061,686**	**$2,267,855**
Providence, RI-MA	Southeastern Regional Transit Authority	51	$50,784,762	10.91%	75%	**$4,155,359**	**$4,570,895**
Raleigh, NC	City of Raleigh	86	$19,020,992	66.75%	50%	**$6,348,585**	**$6,983,444**
Raleigh, NC	North Carolina State University	25	$19,020,992	7.15%	75%	**$1,020,003**	**$1,122,003**
Raleigh, NC	Research Triangle Regional Public Transportation Authority	49	$19,020,992	6.65%	75%	**$948,589**	**$1,043,448**
Raleigh, NC	Town of Apex	1	$19,020,992	0.53%	75%	**$75,754**	**$83,329**
Raleigh, NC	Town of Cary	12	$19,020,992	7.88%	75%	**$1,124,100**	**$1,236,510**
Raleigh, NC	Town of Morrisville	2	$19,020,992	0.59%	75%	**$83,786**	**$92,165**
Raleigh, NC	Wake County	43	$19,020,992	10.28%	75%	**$1,466,399**	**$1,613,039**
Reading, PA	South Central Transit Authority	75	$5,291,305	100.00%	75%	**$3,968,479**	**$3,968,479**
Reno, NV-CA	Regional Transportation Commission of Washoe County	56	$13,708,074	99.40%	75%	**$10,219,586**	**$10,281,056**
Reno, NV-CA	Reno-Sparks Indian Colony	2	$13,708,074	0.60%	75%	**$61,470**	**$67,617**
Richmond, VA	City of Petersburg	12	$17,668,873	6.01%	75%	**$796,346**	**$875,981**
Richmond, VA	Research Triangle Regional Public Transportation Authority	49	$17,668,873	0.01%	75%	**$1,035**	**$1,139**

Urbanized Area of Service Provided	Public Transportation System Operator	Vehicles Operated in Peak Fixed Route or Demand Response Service	Apportionment to Urbanized Area	Percent of Apportionment Attributable to Operator based on Vehicle Revenue Hours	Eligible Percent Factor Category	FY 2026 Maximum Amount of Section 5307 Operating Assistance Allowed	FY 2026 Maximum Amount of Section 5307 Operating Assistance Allowed 5307(a)(2)(B)
Riverside-San Bernardino, CA	City of Corona	5	$50,388,553	2.66%	75%	**$1,003,990**	**$1,104,389**
Riverside-San Bernardino, CA	City of Riverside	21	$50,388,553	2.92%	75%	**$1,101,950**	**$1,212,145**
Riverside-San Bernardino, CA	Riverside County Transportation Commission	37	$50,388,553	1.82%	75%	**$687,780**	**$756,558**
Riverside-San Bernardino, CA	San Bernardino County Transportation Authority	79	$50,388,553	4.11%	50%	**$1,035,793**	**$1,139,372**
Riverside-San Bernardino, CA	SunLine Transit Agency	47	$50,388,553	0.85%	75%	**$319,506**	**$351,457**
Roanoke, VA	Greater Roanoke Transit Company	24	$3,636,776	100.00%	75%	**$2,727,582**	**$2,727,582**
Rock Hill, SC	Catawba Indian Nation	7	$2,192,162	23.41%	75%	**$384,902**	**$423,392**
Rock Hill, SC	City of Rock Hill	8	$2,192,162	50.94%	75%	**$837,547**	**$921,302**
Rockford, IL	Rockford Mass Transit District	24	$4,510,773	94.55%	75%	**$3,198,554**	**$3,383,080**
Round Lake Beach-McHenry-Grayslake, IL-WI	Grant Township	2	$7,080,773	1.32%	75%	**$70,145**	**$77,160**
Round Lake Beach-McHenry-Grayslake, IL-WI	Lake Villa Township	1	$7,080,773	0.22%	75%	**$11,551**	**$12,706**
Round Lake Beach-McHenry-Grayslake, IL-WI	McHenry Township	4	$7,080,773	3.40%	75%	**$180,720**	**$198,792**
Round Lake Beach-McHenry-Grayslake, IL-WI	Village of Fox Lake	1	$7,080,773	0.82%	75%	**$43,516**	**$47,868**
Sacramento, CA	City of Roseville	18	$38,631,420	3.83%	75%	**$1,110,694**	**$1,221,763**
Sacramento, CA	County of Placer	21	$38,631,420	2.58%	75%	**$746,200**	**$820,820**
Sacramento, CA	County of Sacramento Municipal Services Agency	5	$38,631,420	0.33%	75%	**$95,522**	**$105,074**
Sacramento, CA	El Dorado County Transit Authority	11	$38,631,420	0.31%	75%	**$89,681**	**$98,649**
Sacramento, CA	Paratransit, Inc.	12	$38,631,420	2.50%	75%	**$723,146**	**$795,461**
Sacramento, CA	Yolo County Transportation District	32	$38,631,420	2.80%	75%	**$810,983**	**$892,081**
Salem, OR	City of Wilsonville	12	$6,409,457	0.11%	75%	**$5,495**	**$6,045**
Salem, OR	Lane Transit District	69	$6,409,457	0.22%	75%	**$10,796**	**$11,876**
Salem, OR	Salem Area Mass Transit District	68	$6,409,457	99.66%	75%	**$4,790,802**	**$4,807,093**
San Antonio, TX	Alamo Area Council of Governments	5	$47,185,203	0.02%	75%	**$7,065**	**$7,772**
San Francisco-Oakland, CA	City of Union City	14	$202,587,574	0.67%	75%	**$1,017,314**	**$1,119,045**
San Francisco-Oakland, CA	Golden Gate Bridge, Highway and Transportation District	55	$202,587,574	1.46%	75%	**$2,221,267**	**$2,443,394**
San Francisco-Oakland, CA	Marin County Transit District	50	$202,587,574	2.12%	75%	**$3,218,198**	**$3,540,018**
San Francisco-Oakland, CA	Monterey-Salinas Transit	66	$202,587,574	0.03%	75%	**$43,205**	**$47,526**
San Francisco-Oakland, CA	Sonoma-Marin Area Rail Transit District	2	$202,587,574	0.00%	75%	**$2,047**	**$2,252**
San Francisco-Oakland, CA	Stanislaus Council of Governments	100	$202,587,574	0.10%	50%	**$96,372**	**$106,009**
San Francisco-Oakland, CA	Western Contra Costa Transit Authority	28	$202,587,574	0.95%	75%	**$1,440,874**	**$1,584,961**
San Jose, CA	Monterey-Salinas Transit	66	$61,202,373	0.07%	75%	**$29,961**	**$32,957**
San Jose, CA	Stanislaus Council of Governments	100	$61,202,373	0.03%	50%	**$10,489**	**$11,538**
San Juan, PR	Alternativa de Transporte Integrado	24	$26,699,877	9.86%	75%	**$1,975,409**	**$2,172,950**
San Juan, PR	Autonomous Municipality of Vega Alta	8	$26,699,877	1.67%	75%	**$333,981**	**$367,379**
San Juan, PR	City of San Juan	19	$26,699,877	2.38%	75%	**$476,453**	**$524,098**
San Juan, PR	Metropolitan Bus Authority	79	$26,699,877	36.89%	50%	**$4,924,299**	**$5,416,729**
San Juan, PR	Municipality of Bayamon	13	$26,699,877	2.46%	75%	**$493,011**	**$542,312**
San Juan, PR	Municipality of Caguas	16	$26,699,877	2.19%	75%	**$437,628**	**$481,391**
San Juan, PR	Municipality of Canovanas	7	$26,699,877	1.07%	75%	**$213,844**	**$235,228**
San Juan, PR	Municipality of Carolina	22	$26,699,877	4.39%	75%	**$880,032**	**$968,035**
San Juan, PR	Municipality of Catano	1	$26,699,877	0.46%	75%	**$92,343**	**$101,577**
San Juan, PR	Municipality of Cayey	3	$26,699,877	0.35%	75%	**$69,780**	**$76,758**
San Juan, PR	Municipality of Ciales	1	$26,699,877	0.06%	75%	**$11,827**	**$13,010**
San Juan, PR	Municipality of Cidra	4	$26,699,877	0.34%	75%	**$68,916**	**$75,808**
San Juan, PR	Municipality of Comerio	2	$26,699,877	0.22%	75%	**$43,624**	**$47,986**
San Juan, PR	Municipality of Corozal	3	$26,699,877	0.13%	75%	**$25,861**	**$28,447**
San Juan, PR	Municipality of Dorado	4	$26,699,877	1.28%	75%	**$256,263**	**$281,889**
San Juan, PR	Municipality of Guaynabo	12	$26,699,877	2.62%	75%	**$524,830**	**$577,313**
San Juan, PR	Municipality of Gurabo	3	$26,699,877	0.46%	75%	**$91,797**	**$100,977**
San Juan, PR	Municipality of Humacao	1	$26,699,877	0.15%	75%	**$31,024**	**$34,126**
San Juan, PR	Municipality of Juncos	5	$26,699,877	0.33%	75%	**$66,869**	**$73,556**
San Juan, PR	Municipality of Manati	4	$26,699,877	1.39%	75%	**$277,370**	**$305,107**
San Juan, PR	Municipality of Orocovis	2	$26,699,877	0.14%	75%	**$28,453**	**$31,298**
San Juan, PR	Municipality of San Lorenzo	7	$26,699,877	0.71%	75%	**$143,063**	**$157,369**
San Juan, PR	Municipality of Toa Baja	4	$26,699,877	1.30%	75%	**$259,401**	**$285,341**
San Juan, PR	Municipality of Vega Baja	6	$26,699,877	1.06%	75%	**$212,752**	**$234,027**
Santa Barbara, CA	City of Lompoc	8	$5,693,994	0.49%	75%	**$21,062**	**$23,168**
Santa Barbara, CA	Santa Barbara County Association of Governments	10	$5,693,994	3.46%	75%	**$147,620**	**$162,382**
Santa Barbara, CA	Santa Barbara Metropolitan Transit District	71	$5,693,994	96.05%	75%	**$4,101,813**	**$4,270,496**
Santa Clarita, CA	Antelope Valley Transit Authority	68	$7,912,265	1.70%	75%	**$100,639**	**$110,703**
Santa Clarita, CA	City of Santa Clarita	66	$7,912,265	93.12%	75%	**$5,525,702**	**$5,934,199**
Santa Clarita, CA	County of Kern	24	$7,912,265	0.04%	75%	**$2,314**	**$2,545**
Santa Rosa, CA	City of Santa Rosa	19	$9,899,447	40.79%	75%	**$3,028,578**	**$3,331,436**
Santa Rosa, CA	County of Sonoma	35	$9,899,447	43.42%	75%	**$3,223,988**	**$3,546,387**
Santa Rosa, CA	Sonoma-Marin Area Rail Transit District	2	$9,899,447	0.89%	75%	**$66,182**	**$72,800**
Savannah, GA	Chatham Area Transit Authority	31	$4,720,288	96.38%	75%	**$3,411,941**	**$3,540,216**
Scranton, PA	County of Lackawanna Transit System	34	$6,916,479	51.90%	75%	**$2,692,211**	**$2,961,432**
Scranton, PA	Luzerne County Transportation Authority	32	$6,916,479	48.10%	75%	**$2,495,148**	**$2,744,663**
Seattle-Tacoma, WA	City of Everett	32	$151,238,946	2.00%	75%	**$2,263,195**	**$2,489,515**
Seattle-Tacoma, WA	Intercity Transit	62	$151,238,946	1.23%	75%	**$1,395,045**	**$1,534,550**
Seattle-Tacoma, WA	Kitsap County Public Transportation Benefit Area Authority	97	$151,238,946	0.09%	50%	**$67,385**	**$74,124**
Seattle-Tacoma, WA	Muckleshoot Indian Tribe	4	$151,238,946	0.12%	75%	**$141,664**	**$155,830**
Seattle-Tacoma, WA	Skagit Transit	22	$151,238,946	0.07%	75%	**$81,718**	**$89,890**
Shreveport, LA	City of Shreveport	33	$7,270,935	100.00%	75%	**$5,453,201**	**$5,453,201**
South Bend, IN-MI	City of Niles	1	$6,136,263	7.47%	75%	**$343,923**	**$378,315**
South Bend, IN-MI	South Bend Public Transportation Corporation	42	$6,136,263	82.73%	75%	**$3,807,445**	**$4,188,190**
Springfield, MA-CT	Cape Cod Regional Transit Authority	78	$13,634,470	3.19%	50%	**$217,728**	**$239,501**
Springfield, MO	City of Springfield	18	$4,004,115	85.49%	75%	**$2,567,478**	**$2,824,226**
St. Louis, MO-IL	Madison County Transit District	74	$45,492,371	13.22%	75%	**$4,510,440**	**$4,961,484**
Stockton, CA	San Joaquin Regional Transit District	80	$17,236,958	48.74%	50%	**$4,200,850**	**$4,620,935**
Stockton, CA	Stanislaus Council of Governments	100	$17,236,958	0.12%	50%	**$10,147**	**$11,162**
Stockton, CA	Stanislaus Regional Transit Authority	70	$17,236,958	0.79%	75%	**$101,973**	**$112,170**
Tallahassee, FL	City of Tallahassee	57	$5,068,980	100.00%	75%	**$3,801,735**	**$3,801,735**
Tampa-St. Petersburg, FL	Florida Department of Transportation, District 1 Office	46	$56,130,882	0.02%	75%	**$6,440**	**$7,084**
Tampa-St. Petersburg, FL	Pasco County Board of County Commissioners	21	$56,130,882	4.69%	75%	**$1,973,953**	**$2,171,348**
The Woodlands-Conroe, TX	City of Conroe	6	$5,239,009	35.15%	75%	**$1,381,179**	**$1,519,297**
The Woodlands-Conroe, TX	The Woodlands Township	29	$5,239,009	64.39%	75%	**$2,529,919**	**$2,782,911**
Thousand Oaks, CA	City of Agoura Hills	2	$3,749,765	2.26%	75%	**$63,688**	**$70,057**
Thousand Oaks, CA	City of Moorpark	2	$3,749,765	11.60%	75%	**$326,226**	**$358,849**
Thousand Oaks, CA	City of Thousand Oaks	8	$3,749,765	75.29%	75%	**$2,117,507**	**$2,329,258**
Thousand Oaks, CA	County of Ventura	4	$3,749,765	5.22%	75%	**$146,782**	**$161,460**

Urbanized Area of Service Provided	Public Transportation System Operator	Vehicles Operated in Peak Fixed Route or Demand Response Service	Apportionment to Urbanized Area	Percent of Apportionment Attributable to Operator based on Vehicle Revenue Hours	Eligible Percent Factor Category	FY 2026 Maximum Amount of Section 5307 Operating Assistance Allowed	FY 2026 Maximum Amount of Section 5307 Operating Assistance Allowed 5307(a)(2)(B)
Toledo, OH-MI	Lake Erie Transportation Commission	8	$8,543,382	1.19%	75%	**$75,982**	**$83,580**
Toledo, OH-MI	Toledo Area Regional Transit Authority	44	$8,543,382	98.45%	75%	**$6,308,098**	**$6,407,537**
Trenton, NJ	County of Mercer	25	$21,046,717	6.23%	75%	**$983,142**	**$1,081,456**
Tucson, AZ	Pima Association of Governments	20	$23,370,491	0.50%	75%	**$87,254**	**$95,979**
Tucson, AZ	Regional Transportation Authority of Pima County	13	$23,370,491	8.73%	75%	**$1,530,326**	**$1,683,359**
Tucson, AZ	Town of Oro Valley	30	$23,370,491	3.40%	75%	**$595,636**	**$655,200**
Tulsa, OK	Metropolitan Tulsa Transit Authority	47	$10,396,111	100.00%	75%	**$7,797,083**	**$7,797,083**
Victorville-Hesperia-Apple Valley, CA	Victor Valley Transit Authority	53	$13,033,983	100.00%	75%	**$9,775,487**	**$9,775,487**
Virginia Beach-Norfolk, VA	City of Suffolk	6	$25,413,471	0.68%	75%	**$129,193**	**$142,112**
Virginia Beach-Norfolk, VA	Williamsburg Area Transit Authority	17	$25,413,471	0.64%	75%	**$122,166**	**$134,383**
Virginia Beach-Norfolk, VA	York County	3	$25,413,471	0.27%	75%	**$52,402**	**$57,642**
Washington-Arlington, DC-VA-MD	Arlington County, Virginia	54	$290,524,745	1.70%	75%	**$3,709,477**	**$4,080,425**
Washington-Arlington, DC-VA-MD	City of Alexandria	75	$290,524,745	2.28%	75%	**$4,962,228**	**$5,458,451**
Washington-Arlington, DC-VA-MD	City of Fairfax	8	$290,524,745	0.25%	75%	**$554,711**	**$610,182**
Washington-Arlington, DC-VA-MD	City of Fredericksburg	20	$290,524,745	0.01%	75%	**$30,526**	**$33,579**
Washington-Arlington, DC-VA-MD	District Department of Transportation	56	$290,524,745	1.70%	75%	**$3,703,146**	**$4,073,461**
Washington-Arlington, DC-VA-MD	Loudoun County	64	$290,524,745	1.18%	75%	**$2,571,841**	**$2,829,025**
Washington-Arlington, DC-VA-MD	National Capital Region Transportation Planning Board	14	$290,524,745	0.04%	75%	**$89,281**	**$98,209**
Washington-Arlington, DC-VA-MD	Prince George's County, Maryland	72	$290,524,745	2.22%	75%	**$4,833,712**	**$5,317,083**
Wichita, KS	Butler, County of	7	$6,956,425	0.92%	75%	**$48,085**	**$52,894**
Wichita, KS	City of Derby	1	$6,956,425	1.46%	75%	**$76,342**	**$83,976**
Wichita, KS	City of Wichita	42	$6,956,425	95.44%	75%	**$4,979,323**	**$5,217,319**
Wichita, KS	County of Sedgwick	7	$6,956,425	2.18%	75%	**$113,569**	**$124,926**
Wilmington, NC	Cape Fear Public Transportation Authority	25	$3,495,491	100.00%	75%	**$2,621,618**	**$2,621,618**
Winston-Salem, NC	City of Winston Salem	30	$7,042,301	86.23%	75%	**$4,554,604**	**$5,010,064**
Winston-Salem, NC	Davidson County	7	$7,042,301	3.90%	75%	**$206,178**	**$226,796**
Winston-Salem, NC	Piedmont Authority for Regional Transportation	22	$7,042,301	9.86%	75%	**$520,944**	**$573,038**
Winter Haven, FL	Florida Department of Transportation, District 1 Office	46	$4,086,464	2.07%	75%	**$63,581**	**$69,939**

RESOLUTION 2026-RT-17

AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION IN THE AMOUNT OF $9,022,377.00 TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR FISCAL YEAR 2026 SECTION 5307 URBANIZED AREA FORMULA GRANT PROGRAM. THE FTA GRANT SHARE IS $4,977,863.00 AND LOCAL MATCH IN THE AMOUNT OF $4,044,514.00. FUNDING WILL BE USED TO COVER PART OF THE OPERATING EXPENSES (50/50) AND CAPITAL PREVENTIVE MAINTENANCE EXPENSES (80/20) FOR EL METRO OPERATIONS. NO FINANCIAL IMPACT AT THE MOMENT.

WHEREAS, the City of Laredo, Texas, authorizes the City Manager to submit a grant application to the Federal Transit Administration Section 5307 Urbanized Area Formula; and

WHEREAS, the Federal Transit Administration, is prepared to award a grant to the City of Laredo, as authorized by the Consolidated Appropriations Act, 2026. Section 5307 Urbanized Area Formula, in the federal share of $4,977,863.00 for Fiscal Year 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AND THE MAYOR OF CITY OF LAREDO THAT:

Section 1. Authorizing the City Manager to submit all the necessary paperwork to obtain Operating Assistance funding in the federal share of $4,977,863.00 from the Federal Transit Administration (FTA) Program; and

Section 2. Authorizing the City Managers to submit all documentation needed to the FTA to comply with the grant application for Urbanized Area Formula Program under Section 5307 funds.

PASSED BY THE MASS TRANSIT BOARD AND APPROVED BY THE MAYOR ON THIS THE __4th__ DAY OF __MAY____, 2026.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY_____
DOAHN "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/4/2026 **Laredo Mass Transit Board 61.**

SUBJECT
Authorizing the City Manager to donate two (2) 2011 Gillig 40 ft. diesel buses from the City of Laredo - Laredo Transit Management Inc. (LTMI) to Southwest Area Regional Transit District (SWART) in Eagle Pass, TX. The donation will be “as is,” and the City of Laredo shall assume no liability for its use following transfer. Both buses have been fully depreciated and hold no monetary value.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
On January 12, 2026, SWART provided an acceptance letter to LTMI accepting the donation of the buses. SWART provides public transportation services throughout the Middle Rio Grande Region, including urban transit services within the City of Eagle Pass, Texas.

The vehicles being donated are described below, both buses were purchased with FTA grant ARRA #TX-96-X001-01. FTA and TxDOT have been notified about this donation.

- 2011 Gillig Diesel Bus - VIN:15GGD2716B1178160 Unit #1134 Mileage 647,552
- 2011 Gillig Diesel Bus - VIN:15GGD2718B1178161 Unit #1135 Mileage 583,027

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this resolution. This donation will support and enhance the urban transit services in Eagle Pass, Texas.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Donation will be accounted for in the Transit Fixed Assets.

Southwest Area Regional Transit District

The Heartbeat of the Southwest

January 12, 2026

Mr. Robert Garza
Transit Director
Laredo Metro
Laredo Transit Management, Inc.
1301 Farragut Street – 3rd Floor
Laredo, Texas 78040

Dear Mr. Garza,

On behalf of the Southwest Area Regional Transit District (SWART), I would like to formally acknowledge and accept the transfer of two (2) vehicles from Laredo Metro for use within the SWART Urban System in Eagle Pass, specifically to support our Fixed Route transit services.

SWART accepts these vehicles in their current condition, as provided by Laredo Metro, and we are grateful for the opportunity to place them into service to meet the growing transportation needs of our community. This generous contribution will play a vital role in helping SWART address the increasing ridership demand and service expansion within the City of Eagle Pass.

We sincerely appreciate your leadership and the continued spirit of cooperation demonstrated by Laredo Metro and Laredo Transit Management, Inc. Your support strengthens regional transit partnerships and directly benefits the residents who rely on public transportation for access to employment, education, healthcare, and essential services.

Thank you again for this generous gift and for your continued commitment to improving public transportation across our region. Please do not hesitate to contact me should you require any additional documentation or information related to this vehicle transfer.

Sincerely,
Sarah Hidalgo-Cook
Sarah Hidalgo-Cook
General Manager

Website
www.paseoswart.org

Phone
830-278-4155
800-499-1617

Address
713 E. Main Street
Uvalde, Texas 78801

SOUTHWEST AREA REGIONAL TRANSIT DISTRICT
RESOLUTION

A RESOLUTION AUTHORIZING THE SOUTHWEST AREA REGIONAL TRANSIT DISTRICT (SWART) TO ACCEPT THE DONATION OF TWO (2) 2011 GILLIG DIESEL TRANSIT BUSES FOR USE IN URBAN TRANSIT SERVICES IN EAGLE PASS, TEXAS.

WHEREAS, the Southwest Area Regional Transit District (SWART) provides public transportation services throughout the Middle Rio Grande Region, including urban transit services within the City of Eagle Pass, Texas; and

WHEREAS, reliable public transit vehicles are essential to ensuring continued mobility for residents who depend on public transportation for employment, medical appointments, education, and other essential services; and

WHEREAS, SWART has been offered the donation of two (2) transit buses to support the provision of public transportation services; and

WHEREAS, the vehicles being donated are described as follows:

- 2011 Gillig Diesel Transit Bus – VIN: 15GGD2718B1178161
- 2011 Gillig Diesel Transit Bus – VIN: 15GGD2716B1178160

WHEREAS, these vehicles will be utilized to support and enhance SWART's urban transit services in Eagle Pass, Texas, improving service reliability and fleet capacity; and

WHEREAS, the SWART Board of Directors finds that accepting this donation is in the best interest of the District and the communities it serves.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS EXECUTIVE COMMITTEE OF THE SOUTHWEST AREA REGIONAL TRANSIT DISTRICT THAT:

Section 1. The Southwest Area Regional Transit District hereby accepts the donation of two (2) 2011 Gillig diesel transit buses, identified by VIN numbers 15GGD2718B1178161 and 15GGD2716B1178160, for use in SWART transit operations.

Section 2. These vehicles shall be incorporated into the SWART fleet and utilized primarily to support urban transit services in Eagle Pass, Texas, consistent with SWART's mission to provide safe, reliable, and accessible public transportation.

Section 3. The General Manager of SWART is hereby authorized to execute any necessary documentation required to complete the acceptance, transfer, and integration of these vehicles into the SWART fleet.

Section 4. This resolution shall become effective immediately upon its adoption by the SWART Board of Directors.

PASSED AND APPROVED by the Board of Directors Executive Committee of the Southwest Area Regional Transit District on this 9th day of APRIL, 2026.

Judge Bella A. Rubio
Chairperson, Board of Directors
Southwest Area Regional Transit District

ATTEST:

Judge John Paul Schuseter
Board Secretary
Southwest Area Regional Transit District

EL METRO

January 12, 2026

Gail Lyssy
Region 6 Administrator
819 Taylor Street, Room 14A02
Fort Worth, TX 76102

Bolivar C. Bolaños
Laredo District PTC
4615 N.W. Loop 410
San Antonio, TX 78229

RE: Request for Asset Transfer of Transit Vehicles to Texas Transit Agencies

Dear Ms. Lyssy and Mr. Bolaños,

On behalf of City of Laredo – Laredo Transit Management, Inc. (El Metro), I am formally requesting your approval to transfer a total of two (2) transit buses to the following partner agencies:

- **Southwest Area Regional Transit District (SWART)** – Eagle Pass, Texas

The agency has identified an urgent need for additional rolling stock to meet their community's transportation demands. This proposal designates two (2) units for the agency to bolster their fleet capacity and service reliability.

The two units proposed for transfer have exceeded their Useful Life Benchmark (ULB) but remain in operable condition. For your records, these units were originally purchased using Section 5307 funding.

Attached is a detailed list of the specific vehicles, including VINs and current mileage, for your review. We respectfully request your formal authorization to proceed with these transfers to assist our regional transit partners in their mission to provide essential public transportation.

Thank you for your assistance and continued support of our regional transit initiatives.

Sincerely,

Robert J. Garza

1301 Farragut, 3rd Floor
Laredo, TX 78040
Phone: 956.795.2280
Fax: 956.795.2250
elmetrotransit.com

ELMETRO

EL METRO VEHICLE LISTING FY 24-25

Updated: 10/01/2025

ULB's TAM Information

Veh No	Type	Make	Ft.	Model	Year	Fuel	VIN	Plate No	Seating Capacity	GVWR	Warranty	Active / In-Active	Adm.Info. (hide/un-hide) Funding Source	Lien	Orig. Veh title on File	2025 Veh.Age	Minimum before replacement ULB Grant Life (Cir	Meets / Exceed sMinm. ULB	Maximum / Enters SGR Backlog TAM's ULB (Sheet)	Meets / Exceeds Max ULB
1134	BUS	Gillig	40	G27D102N4	2011	Diesel	15GGD2716B1178160	**1568681**	38	39,600	No	I	5307	TxDot	N	14	12	Yes	14	No
1135	BUS	Gillig	40	G27D102N4	2011	Diesel	15GGD2718B1178161	**1568682**	38	39,600	No	I	5307	TxDot	N	14	12	Yes	14	No

CC: Joseph W. Neeb, City Manager
Kwasi Bosompem, Community Planner
Zille Khan, Transportation Program Specialist

1301 Farragut, 3rd Floor
Laredo, TX 78040
Phone: 956.795.2280
Fax: 956.795.2250
elmetrotransit.com

City of Laredo

City Council

Meeting Date: 5/4/2026 **Council Item 62.**

City of Laredo

City Council

Meeting Date: 5/4/2026 **Council Item 63.**

City of Laredo

City Council

Meeting Date: 5/4/2026 **Council Item 64.**

City of Laredo

City Council

Meeting Date: 5/4/2026 **Council Item 65.**

City of Laredo

City Council

Meeting Date: 5/4/2026 **Council Item 66.**

City of Laredo

City Council

Meeting Date: 5/4/2026 **Council Item 67.**

City of Laredo

City Council

Meeting Date: 5/4/2026 **Council Item 68.**

City of Laredo

City Council

Meeting Date: 5/4/2026 **Council Item 69.**

City of Laredo

City Council

Meeting Date: 5/4/2026 **Council Item 70.**