City of Laredo

REGULAR MEETING AGENDA

A-2025-R-04

Monday, March 17, 2025
5:30 PM

City Council Chambers

City Council

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City of Laredo
Regular City Council Meeting
A-2025-R-04
COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
March 17, 2025
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. MOMENT OF SILENCE

IV. ROLL CALL

V. MINUTES

Approval of Minutes of:

March 3, 2025

CITIZEN COMMENTS

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

VI. COMMUNICATIONS

1. Presentation by Mayor Dr. Victor Trevino, providing general comments on city matters, upcoming initiatives, and other relevant updates for the Council and the public. **25-473**

VII. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

1. Appointment by Mayor Dr. Victor D. Treviño of Johnny Narvaez to the Historic Board Committee. **APPT - 30**

2. Appointment by Council Member Dr. Tyler King of Joshua Soto to the Airport Advisory Board. **APPT - 31**

3. Reappointment by Mayor Victor D. Treviño of Cynthia Mares, Silvia Madrid, Joe E. Aranda to the Laredo Housing Authority. **APPT - 32**

VIII. PUBLIC HEARING & INTRODUCTORY ORDINANCE

1. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a special use permit for a Tobacco Shop on Lots 7, 8, 9, and 10, Block 1372, Eastern Division, located at 2419 East Saunders Street, Suite 107 (1379.04 square feet). **25-399**

The Planning and Zoning Commission recommended approval of the proposed special use permit and staff does not support the application.

ZC-022-2025
District IV

2. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a special use permit for a communication tower on Lot 3A1, Block 1, Ponderosa Commercial Subdivision Unit 1, located at 2320 Bob Bullock Loop. **25-415**

The Planning and Zoning Commission recommended approval of the proposed special use permit and staff did not support the application.

ZC-063-2024
District IV

3. Public Hearing and Introductory Ordinance amending the City of Laredo Zoning Ordinance (Map) by authorizing a special use permit for a communication tower on approximately 3.7 acres as further described by metes and bounds in attached Exhibit A, located north of US Highway 59 and west of Escondido Drive. **25-416**

The Planning and Zoning Commission recommended approval of the proposed special use permit and staff did not support the application.

ZC-067-2024
District V

4. Public Hearing and Introductory Ordinance of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept and enter into a contract from The Meadows Foundation, for the Community Mental Health Program Recharge Center at Santa Rita, amending the FY2024-2025 budget by appropriating revenues and expenditures in the amount of $80,600.00, with no match for the City of Laredo Public Health Department for the term period from October 01, 2024 through September 30, 2025. Funds will be accounted for in the Laredo Public Health Department Fund - The Meadows Foundation Grant. **25-450**

(Recess)
(Press Availability)

IX. FINAL READING OF ORDINANCES

5. Authorizing the City Manager to execute a lease agreement between the City of Laredo and I35 Church for a property located at 1705 E Hillside, Laredo, Texas 78041, legally described as a building of approximately 15,483. Lease term shall be for five years commencing on April 1, 2025. Tenant is hereby granted two options to extend this lease for an additional five years per option upon mutual written agreement between parties. The monthly rent shall be $4,189.00 and will be adjusted annually according to changes in the Consumer Price Index (CPI); providing for severability; and providing for an effective date. **2025-O-52**

6. Authorizing the City Manager to execute a lease agreement between the City of Laredo and I35 Church for a property located at 1720 E Hillside, Laredo, Texas 78041, legally described as a building #2075 for approximately 8,184 square feet. Lease term shall be for five years commencing on April 1, 2025. Tenant is hereby granted two options to extend this lease for an additional five years per option upon mutual written agreement between parties. The monthly rent shall be $5,000 and will be adjusted annually according to changes in the Consumer Price Index (CPI); providing for severability; and providing for an effective date. **2025-O-53**

7. An ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 5.9 acres, as further described by metes and bounds in attached Exhibit A, located north of Wormser Road and west of Cuatro Vientos Road, from R-1A (Single Family Reduced Area District) to B-1 (Limited Business District). **2025-O-51**

ZC-005-2025
District I

X. 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.

COMMUNITY DEVELOPMENT: TINA MARTINEZ, DIRECTOR

8. Authorizing the City Manager or their designee to execute Advanced Funding Agreement (AFA) No. CSJ-0922-33-226 with the Texas Department of Transportation in the amount of $1,250,000.00 including federal participation in the amount of $1,000,000.00 and an estimated local participation in the amount of $47,500.00 including 100% of overruns for the city improvements to **2025-R-60**

and construction of sidewalks, curb and gutter, cross-surface materials, pavement markings, lighting, landscaping and select utility relocation along Salinas Avenue between Iturbide Street and Water Street. In addition, an estimated direct state cost of $50,000.00 for general administration is included in the AFA No. CSJ-0922-33-226. The required local match is funded from the City of Laredo Tax Increment Reinvestment Zone No. 1.

ECONOMIC DEVELOPMENT: MIRIAM CASTILLO, DIRECTOR

9. Authorizing the reappointment and ratification of the City's representatives, appointed by motion on April 3, 2023, as Board Members of the Coves at Winfield Tax Increment Reinvestment Zone (TIRZ) Number Two Board of Directors; through December 31, 2025; as authorized by Chapter 311 of the Texas Tax Code; and ratification of any and all action taken by the Board since initial appointment; and providing an effective date. **2025-R-68**

Position 1: Jose Zuniga
Position 2: Olivia Varela
Position 3: Edward Ochoa

The City reappoints Jose Zuniga as the chairperson of the Board and that he shall serve as such until December 31, 2025, or until replaced by a subsequent chairman appointed by the City as allowed by law.

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

10. Authorizing the City Manager to accept a donation and enter into an agreement with HK Designs, LLC, has offered to donate Lot Number Forty-one, in Block Number Two, Khaledi Heights Subdivision, Unit 2, a subdivision in the City of Laredo, as per Plat recorded in Volume 27, Page 77, Webb County Plat Records. Drainage easement has a value of $10,000.00. The property will be used for municipal purposes. The drainage easement will be maintained by the City of Laredo. **2025-R-59**

11. A Resolution authorizing the City Manager to execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Highway Safety Improvement Program (HSIP), which includes traffic signal improvements at the McPherson Road Corridor. The project has been awarded federal funds in the amount of $411,057.88 and the City of Laredo shall cover any cost overruns including direct state costs in the estimated amount of $12,500.00 Funds are available in General Fund-Traffic Division. **2025-R-70**

12. Consideration to renew annual supply contract FY23-028 with Pathmark Traffic Equipment, LLC, San Marcos, Texas in an annual **25-236**

amount of $70,000.00 and for the total contract value of $280,000.00. The initial term of this contract was for a period of one year with the option to renew for three additional one-year periods, upon mutual agreement of the parties and availability of appropriated funds. This is the second of three extension periods. Funding is available in the General Fund – Traffic Safety Department.

13. Ratifying service lease program contract with sole source provider IPS Group, Inc., San Diego, CA, for five years as stated on the Agreement to Purchase Parking Technology and Related Services of the Terms and Conditions. This service agreement has an initial term of five years with the option to renew five (5) additional one year increments, for a total of ten years. The initial term of the lease program contract runs from November 15, 2023 through November 14, 2028 for an annual amount not to exceed $75,000.00 and for a total contract value of $750,000.00, contingent on continued appropriations in future fiscal years. This contract is for the purchase of parking technology and related services for parking meter operations. Funding shall be available in the Parking Enforcement Division Budget. **25-308**

14. Consideration to award a construction contract to the sole, responsible, responsive bidder ALC Construction Co., Laredo, Texas, in the amount not to exceed $1,361,278.00 for the City of Laredo - Riverbend Hike & Bike Trail Project - Phase 1 Rebid Project for the total base bid and alternate #4, which includes removing asphalt and replacing with concrete. Construction contract time is 120 working days. Funding is available in the Environmental Services Fund- Riverbend Grant and 2019 Certificate of Obligation Bond. **25-417**

1. ALC Construction Co., Laredo, Texas
   Total Base Bid Amount + Alternate #4: $1,361,278.00

Refer to attached letter of recommendation from Crane Engineering, Laredo, Texas.

15. Consideration for approval of Amendment No. 3, an increase in the amount of $77,021.00 to the professional services contract with Crane Engineering, Laredo, Texas for the City of Laredo Riverbend Hike & Bike Trail Project - Phase 1 Rebid. Amendment No. 3 includes rebid letting services, construction phase services, and project closeout. Current contract amount with this amendment is $142,928.18. Funding is available in the Environmental 2019 Certificate of Obligation Bond. **25-418**

FIRE: GUILLERMO HEARD, FIRE CHIEF

16. Consideration to renew an annual supply/service contract to the sole source vendor Laredo Dodge, Laredo, Texas in the estimated annual amount of $80,000.00 for the purchase of dodge Original Equipment Manufacturer (OEM) parts and services for the Fire Department dodge vehicles. All emergency units have to be operational at all times. The term of this contract was be for a period of one with option to extended for two additional one-year periods. This is the first of two renewal periods. Funding is available on the General Fund- Fire Department. **25-315**

17. Consideration to renew contract FY24-044 for the purchase of supplies and accessories for the X-Series Cardiac Monitors for the Laredo Fire Department in an annual amount of $75,000.00, this includes a 25 % increase due to higher use of the monitors, to the following vendors: **25-316**

Zoll Medical Corporation, Chelmsford
Bound Tree Medical, Dublin, OH

These purchases are made on an as-needed basis. The term of this contract was one year, with the option to renew three additional one year periods. This is the first of three extension periods. Funding is available in the Fire Department General Fund Budget.

FLEET MANAGEMENT: RONALD MILLER, DIRECTOR

18. Consideration to amend service contract FY23-021 by 25% to provide car wash services with the following vendors: **25-402**

1. (Section II: Exterior Car Wash Services) - Go Car Wash, Laredo, Texas for an amount increase of $11,250.00 and a new contract amount of $56,250.00 (Primary Vendor);

2. (Section II: Exterior Car Wash Services) - Aqua Express Auto Wash, Laredo, Texas for an amount increase of $2,500.00 and a new contract amount of $12,500.00 (Secondary Vendor).

This contract amendment is due to an increase in car washing services and to cover future expenditures. Funding is available in the Fleet Management fund.

19. Consideration to renew annual parts/service contract FY22-048 with Laredo Mechanical Industrial Services, Laredo, Texas, in an amount up to $220,000.00 for the purchase of Original Equipment Manufacturer (OEM) generator parts and services for the City's stationary and portable generators. There was no price increase during the last extension period. 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. This is **25-407**

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.

PUBLIC HEALTH: DR. RICHARD A. CHAMBERLAIN, DIRECTOR

20. 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 Diabetes Prevention and Control Grant in the amount of $125,000.00, with no match for the City of Laredo Public Health Department for the term period from September 01, 2025 through August 31, 2026. Funds will be accounted for in the Laredo Public Health Department Fund - Diabetes Prevention and Control Grant. **2025-R-77**

21. 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, Obesity Prevention Program in the amount of $144,000.00 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 allocated in the Laredo Public Health Department Fund - Obesity Prevention Program. **2025-R-78**

22. A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept and enter into a continuation contract amendment from the Department of State Health Services, Children/Youth with Special Health Care Needs Systems Development Group Family Support and Community Resources (FSCR) Grant in the amount of $125,000.00, with no match for the City of Laredo Public Health Department for the term period from September 01, 2025 through August 31, 2026. Funds will be accounted for in the Laredo Public Health Department Fund - FSCR Grant. **2025-R-79**

23. 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 Health and Human Services, Children & Youth with Special Health Care Needs (CYSHCN) Case Management Grant in the amount of $99,000.00, 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 - CYSHCN Grant. **2025-R-80**

24. 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, Women, Infants, and Children (WIC) Program in the additional amount of $440,500.00, with no match for the City of Laredo Public Health **2025-R-81**

Department for a total amount of $6,550,071.00 for the term period from October 01, 2024 through September 30, 2025. Funds will be accounted for in the Laredo Public Health Department Fund - WIC Program.

25. Consideration for approval of a contract amendment with Dental Odyssey, located at 5901 McPherson Rd Laredo, TX 78041, in the amount of $70,000.00 for dental services necessary within the scope of practice for the HIV Ryan White Program; for a total not to exceed $150,000.00 per year. Term of the agreement is from April 01, 2024 through March 31, 2025; with option to renew one two-year period. Funding is available in the Laredo Public Health Department - HIV Ryan White Program fund. **25-413**

26. Consideration for approval of a contract with Dental Odyssey, located at 5901 McPherson Rd Laredo, TX 78041, in the total amount no to exceed $150,000.00 for dental services necessary within the scope of practice for the HIV Ryan White Program. Term of the agreement is from April 01, 2025 through March 31, 2026; with option to renew additional two one-year periods, contingent of funding availability. Funding is available in the Laredo Public Health Department - HIV Ryan White Program fund. **25-414**

LIBRARY: ANALIZA PEREZ-GOMEZ, INTERIM DIRECTOR

27. Consideration to renew the use of the following Interlocal Cooperative Purchasing Programs: The Interlocal Purchasing System (TIPS), Texas Procurement and Support Services Cooperative Purchasing Program (TPASS), BuyBoard, Omnia Partners, and include Sole Source vendors for the purchase of library materials such as books and audiovisual materials in an estimated annual amount of $575,000.00. Approximately $575,000.00 is purchased on an annual basis. **25-474**

POLICE: MIGUEL RODRIGUEZ, CHIEF OF POLICE

28. A resolution of the City Council of the City of Laredo, Texas authorizing the City Manager to submit a grant application in the estimated amount of $30,700.00 to the Office of the Governor, Public Safety Office, Criminal Justice Division for the FY2026 Violence Against Women Justice and Training Program Grant for the period of October 1, 2025 through September 30, 2026. This grant will provide funding for Crimes Against Women training intended for Laredo Police Department personnel. The 30% required match for the City of Laredo is approximately $9,200.00. Grant funding will be accounted for in the Special Police Fund. **2025-R-71**

29. Consideration to authorize the purchase of one unmarked unit from Gunn Chevrolet, Selma, TX, in the amount of $72,329.15. The purchase of this vehicle shall be made utilizing the PACE **25-453**

(Purchasing Association of Cooperative Entities) Purchasing Program Fleet Vehicles, Contract No. P00302. Funding is available in the 2023 Certificate of Obligation Bond.

30. Consideration to authorize the purchase of one unmarked unit from Sames Motor Company, Laredo, TX, in the amount of $48,653.00. The purchase of this vehicle shall be made utilizing the TIPS USA Purchasing Program, Contract No. 240901. Funding is available in the 2022 Certificate of Obligation Bond, 2023 Certificate of Obligation Bond, and 2024 Certificate of Obligation Bond. **25-454**

31. Consideration to authorize a purchase contract with Motorola Solutions, Inc., in the amount of $169,965.28 to purchase portable radio units and a dispatch radio console. This purchase of the portable radio units will be made through the HGACBuy, Contract# 17724 - HGAC (TX) and the dispatch radio console will be made through the Texas DIR-CPO-5433 contract. Funding is available in the 2013 Public Property Finance Contractual Obligation (PPFCO), 2014 PPFCO, 2018 PPFCO, 2019 PPFCO, and 2019 Certificate of Obligation Bond. **25-455**

SOLID WASTE: ALEJANDRO BENAVIDES, INTERIM DIRECTOR

32. Consideration to renew contract FY23-014 with Nueces Power Equipment, Laredo, Texas, for the rental of heavy equipment used at the city landfill in an annual amount not to exceed $100,000.00 and for the total contract value of $400,000.00. Equipment will be rented on as needed basis for daily maintenance of waste management at the landfill. The term of this contract shall be for a period of one year and has the option to renew for three additional one year periods. This is the second of three extension periods. There was no price increase during the last extension period. Funding is available in the Solid Waste Fund. **25-307**

UTILITIES: WALTER PISHKUR, INTERIM DIRECTOR

33. Consideration to award service contract FY25-039 to the lowest bidder HK Solutions Group, Des Moines, Iowa, in the amount of $50,750.00 for furnishing all necessary machinery, equipment, labor, superintendence, and all appurtenances required for the Manhole Rehabilitation Phase I project for the Utilities Department. The scope of work is a NASSCO Level 2 inspection of 450 manholes using CCTV which involves a comprehensive assessment of the manhole structure using technology and video. Estimated time for completion of this project is one hundred working days. Funding is available in the Sewer System Fund-2015 Sewer Revenue Bond. **25-366**

34. Consideration to renew annual supply and service contract FY24-046 with Martin's Heating & Cooling, Laredo, TX in an **25-404**

amount up to $60,000.00 to provide HVAC (heating, ventilation, and air conditioning) repair services for the Wastewater Treatment Plants. This contract establishes an hourly service rate and cost percentage for parts. 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. The contract may be extended for two, additional one year periods. Funding for the additional extensions are subject to future budget appropriations. All services will be purchased on an as needed basis and funding will be secured from the Sewer System Fund.

35. Authorizing the City Manager to award a construction contract to the lowest responsive bidder, MAGE 4 Group, Ltd., Laredo Texas in the amount of $2,137,000.00 for the South Laredo Wastewater Treatment Plant Blower Building Enclosure project. The contract time is three hundred calendar days. Funding is available in the Sewer System Fund- 2015B Sewer Revenue Bond and 2022 Sewer Revenue Bond. **25-457**

END OF CONSENT AGENDA

XI. 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.

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

36. Consideration to award professional services contract to Sepulveda Associates Architects, Inc., Laredo, Texas in the amount not to exceed $78,208.35 for City of Laredo El Metro Transit Center Building Assessment Study located at 1319 Farragut Street for basic architectural and engineering services. Funding is available in the Transit System-2019 Certificate of Obligation Bond. **2025-RT-18**

37. Consideration to authorize the purchase of a three year software service, Swiftly, provided by vendor Vertosoft, LLC in the total amount of $298,838.88. This web-based software will provide real-time bus services and on-time performance monitoring for El Metro fixed-route services. The purchase will be made utilizing the TIPS USA contract number 220105. The purchase will be funded through the FTA grant TX-2024-001. Funding is available in the Transit System-Capital Grants Fund. **2025-RT-13**

38. Authorizing the Laredo Mass Transit Board to approve the Federal Transportation Administration (FTA) Opinion of Counsel Letter and Authorizing Resolution for Laredo Transit Management, Inc. - El Metro. **2025-RT-14**

39. Authorizing the Laredo Mass Transit Board to approve the Laredo Mass Transit Management, Inc. (LTMI) Disadvantage Business Enterprise (DBE) Program Plan. This plan is in accordance with regulations of the United States Department of Transportation (DOT) Title 49 Code of Regulations (CFR) Part 26 that ensure DBEs have an equal opportunity to receive and participate on DOT assisted contracts. **2025-RT-15**

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

XIV. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

40) A. Request by Mayor Dr. Victor D. Treviño

1. Discussion with possible on City of Laredo's Legislative trip and possible additions and/or improvements, and any matters related thereto. **25-C-35**

Sponsors: Mayor Pro Tempore Vanessa Perez

2. Discussion with possible action on removal of restrictions for recognitions by City Council, and any matters related thereto. **25-C-36**

3. Discussion with possible action on appointment of liaison(s) to update city council on public inquiries and projects, and any matters related thereto. **25-C-38**

40) B. Request by Council Member Gilbert Gonzalez

1. Recognizing United Day School 8th Grade Volleyball team for their outstanding achievement as City Champions, showcasing their hard work, dedication, and teamwork throughout the season. **25-C-37**

Sponsors: Cm. Dr. David Tyler King and Cm. Ruben Gutierrez

40) C. Request by Mayor Pro Tempore Vanessa J. Perez

1. Discussion with possible action on Autism Coalition work within the BRC, status of the All Kinds of Minds Master Plan, and any other matters incident thereto. **25-C-30**

XV. ADJOURN

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Wednesday, March 12, 2025 at 3:30 p.m.

City of Laredo

City Council

Meeting Date: 3/17/2025 **Communications 1.**

City of Laredo

City Council

Meeting Date: 3/17/2025 **Appointment 1.**

City of Laredo

City Council

Meeting Date: 3/17/2025 **Appointment 2.**

City of Laredo

City Council

Meeting Date: 3/17/2025 **Appointment 3.**

City of Laredo

City Council

Meeting Date: 3/17/2025 **Public Hearing & Introductory Ordinance 1.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a special use permit for a Tobacco Shop on Lots 7, 8, 9, and 10, Block 1372, Eastern Division, located at 2419 East Saunders Street, Suite 107 (1379.04 square feet).

The Planning and Zoning Commission recommended approval of the proposed special use permit and staff does not support the application.

ZC-022-2025
District IV

Council District: District 4 **Zone Case:** ZC-022-2025

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

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

City Council-Regular

Meeting Date: 03/17/2025

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: IDR Investments, LLC, Owner; Ibrahem Alnimer-IAHMP, LLC., Applicant, Dora Rodriguez, Representative

Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a special use permit for a Tobacco Shop on Lots 7, 8, 9, and 10, Block 1372, Eastern Division, located at 2419 East Saunders Street, Suite 107 (1379.04 square feet).

The Planning and Zoning Commission recommended **approval** of the proposed special use permit and staff **does not support** the application.

ZC-022-2025
District IV

PREVIOUS COUNCIL ACTION

On December 11, 2017, the City Council approved a special use permit for a restaurant serving alcohol, located in Suite 101 (La Laguna Restaurant).

BACKGROUND

Council District: IV - Cm. Ricardo Garza

Proposed use: The proposed use is a Tobacco Shop.

Site: The site is currently occupied by a commercial plaza.

Minimum Zoning Required for Proposed Use: B-3 (Community Business District) zoning district.

Current Zoning District: B-3 (Community Business District) zoning district.

Surrounding land uses: To the north of the site is East Saunders Street, HEB, Aaron's, Doc-Aid, and Gym Legacy. To the east of the site is North Milmo Avenue, Royal Laser Wash, HWY 59 Motel Laredo, and Taquitos Ravi. To the south of the site is Workforce Solutions, Mercy Kids Rehab, Gibson Chiropractic, and East San Jose Street. To the west of the site is Fred Loya Insurance, Hacienda Arandas, and North Javis Avenue.

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 East Saunders Street as a Modified Principal Arterial.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 12 In Favor: 0 Opposed: 0

COMMITTEE RECOMMENDATION

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

STAFF RECOMMENDATION

A Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects, such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for those tobacco shops located in B-3, B-4, M-1, or M-2.

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 560 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 tobacco shop and commercial structure = 66 parking spaces
        - Proposed tobacco shop requires = 7 parking spaces
        - Required remaining commercial structure = 59 parking spaces
    - Actual amount identified on site plan = 61 parking spaces
    - Therefore, the proposed site would need an additional 5 parking spaces.

General Comments:

1. The approval of the special use permit does not guarantee the issuance of the building permit.
2. The use authorized by the special use permit is required to abide by all relevant municipal codes.

If approved, Staff suggests the following conditions:

1. The Special Use Permit is issued to Ibrahem Alnimer, and shall be non-transferal.
2. The Special Use Permit is restricted to 1379.04 square feet located within Suite 107 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 Sunday, 9:00 a.m. to 12:00 a.m.
4. No person under 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 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. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
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. Tobacco Shops shall be required to submit, at the request of the City, an audit or allow an audit, of their gross revenue to insure that not more than 45% of the establishments gross revenue is derived from the sale of Drug paraphernalia.

20. 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.

21. The approval of the special use permit does not guarantee the issuance of the building permit.

22. The use authorized by the special use permit is required to abide by all relevant municipal codes.

Staff **does not support** the application.

Is this change contrary to the established land use pattern?
There are several commercial uses within the vicinity.

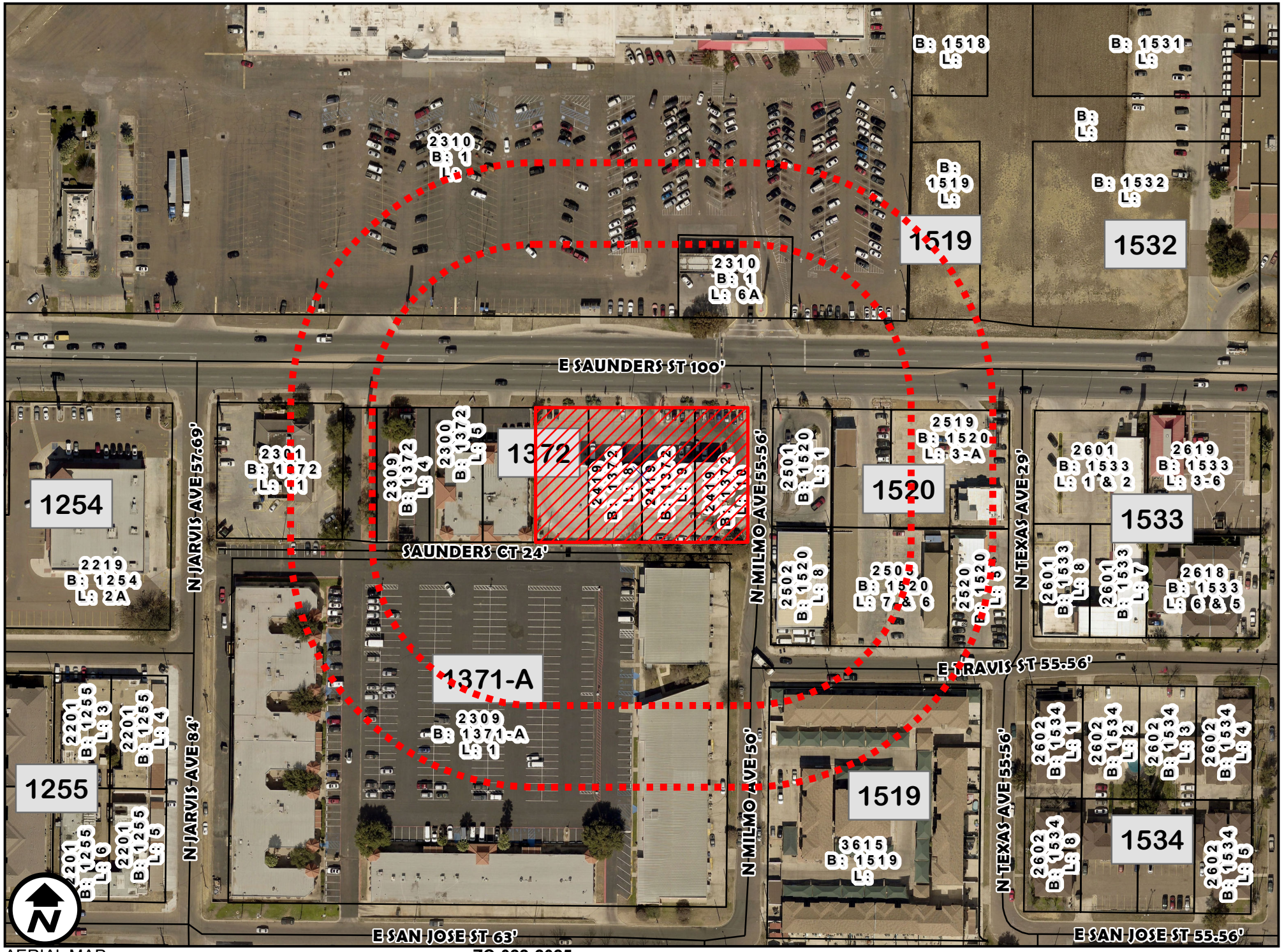
Would this change create an isolated zoning district unrelated to surrounding districts?
No, the zone will not change.

Will change adversely influence living conditions in the neighborhood?
Possibly.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The underlying zone requires the special use permit overlay to allow for a Tobacco Shop.

Attachments

Maps
Narrative
List of Tenants
Site Plan
Zone Change Signage
Draft Ordinance

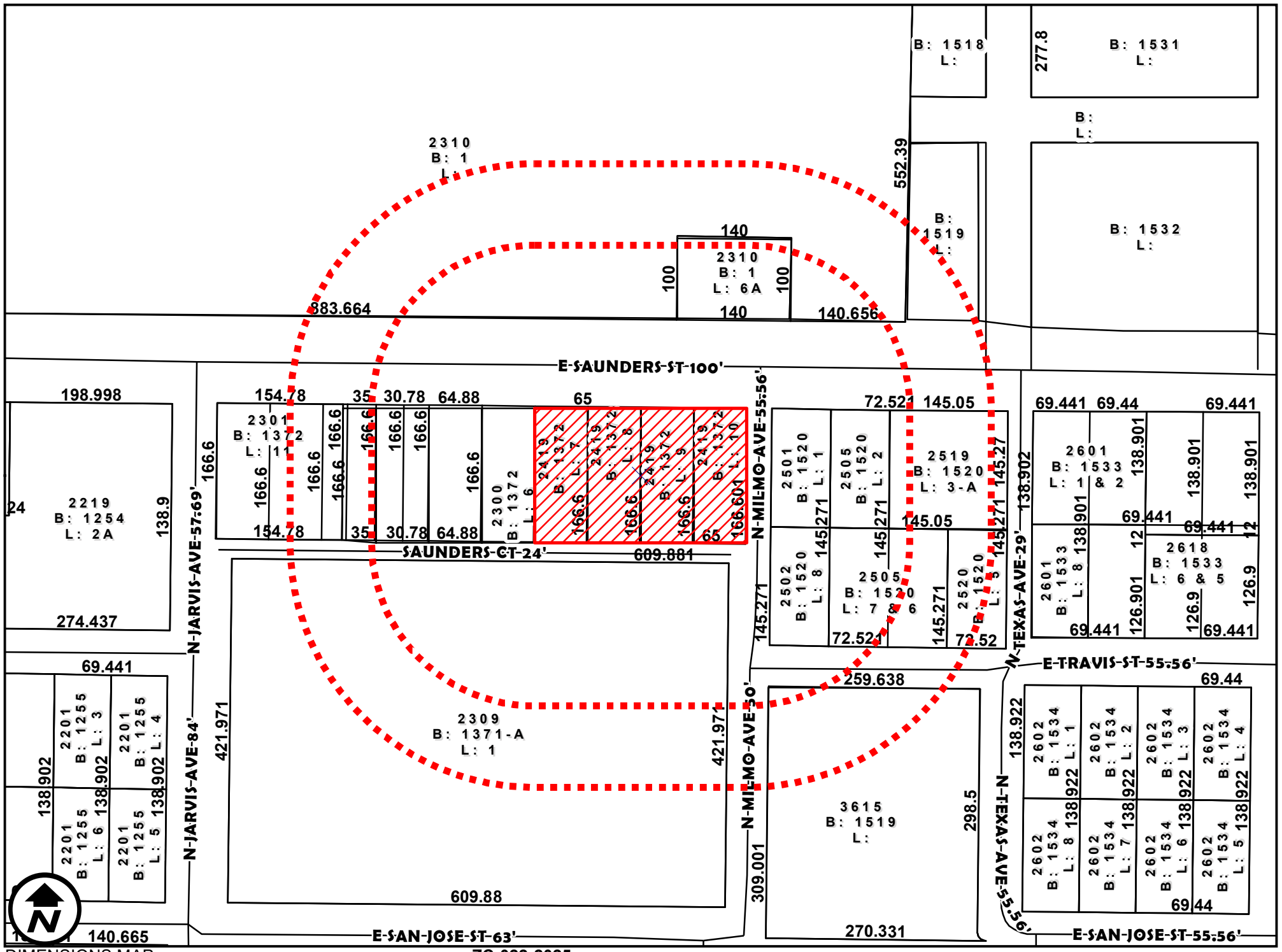


AERIAL MAP

1 inch = 150 feet

ZC-022-2025
COUNCIL DISTRICT 4
2419 EAST SAUNDERS STREET

APPLICATION FO
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P FOR TOBACCO SHOP

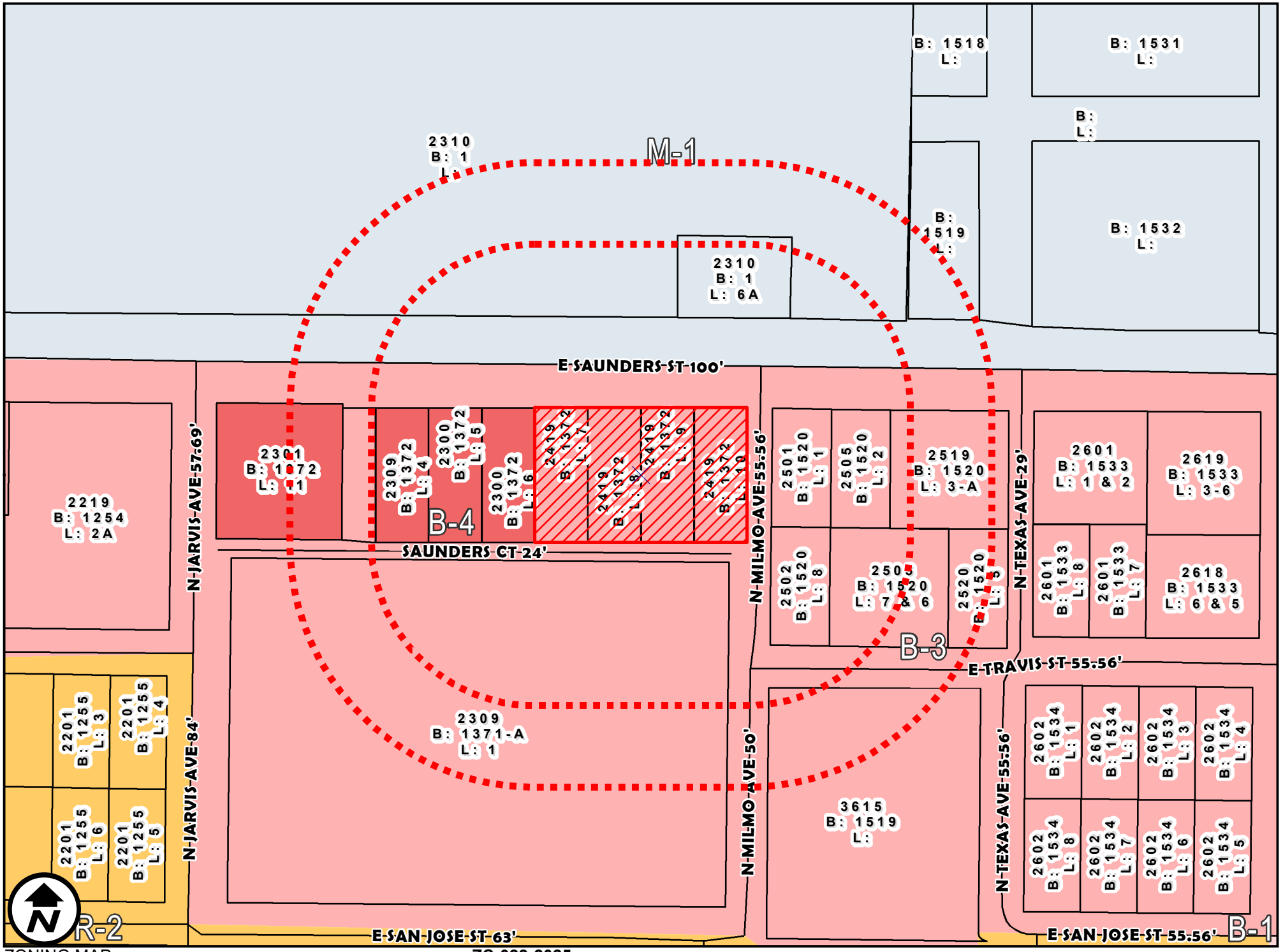


DIMENSIONS MAP

1 inch = 150 feet

ZC-022-2025
COUNCIL DISTRICT 4
2419 EAST SAUNDERS STREET

APPLICATION FO
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P FOR TOBACCO SHOP

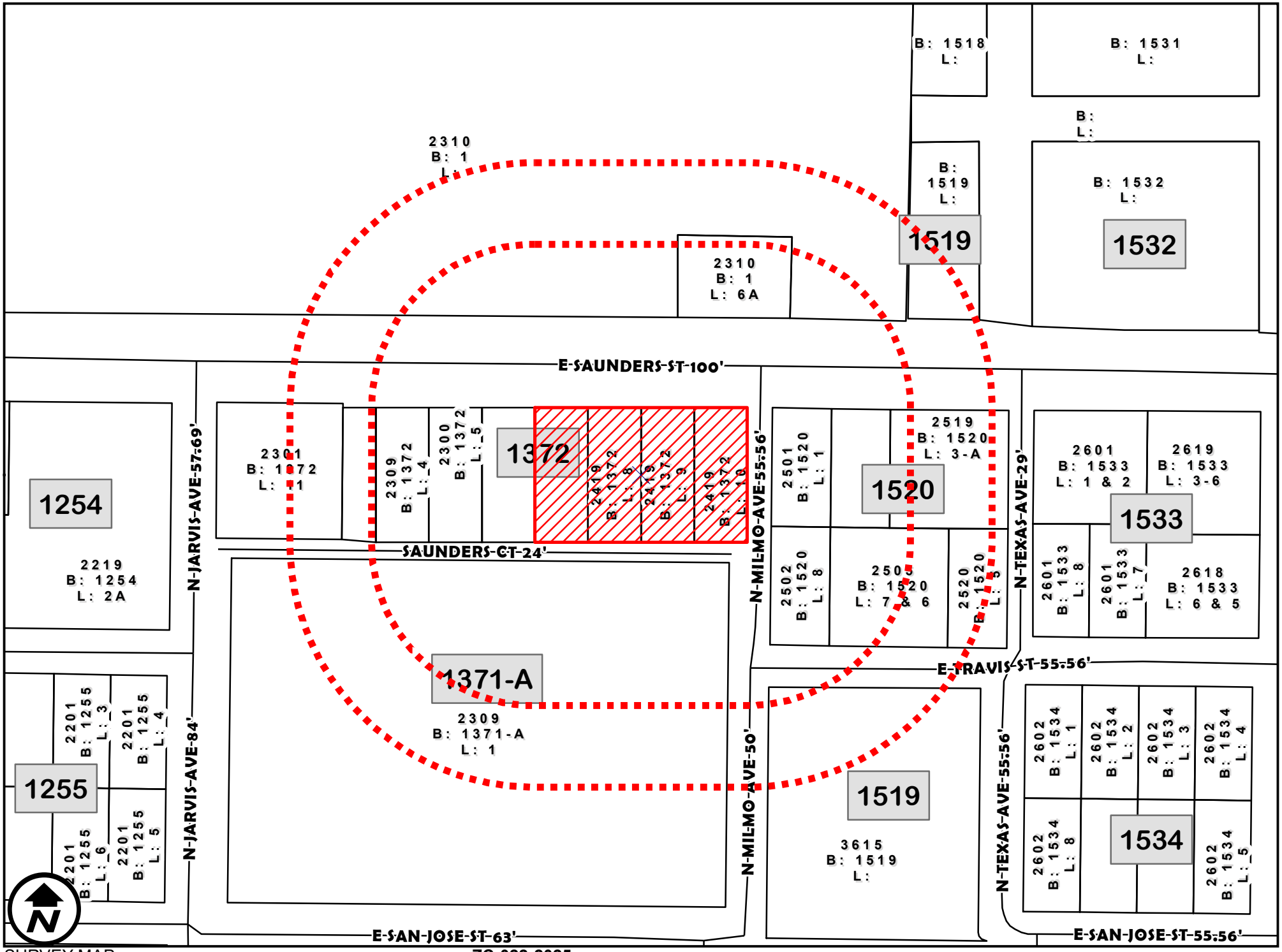


ZONING MAP

1 inch = 150 feet

ZC-022-2025
COUNCIL DISTRICT 4
2419 EAST SAUNDERS STREET

APPLICATION FO
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P FOR TOBACCO SHOP

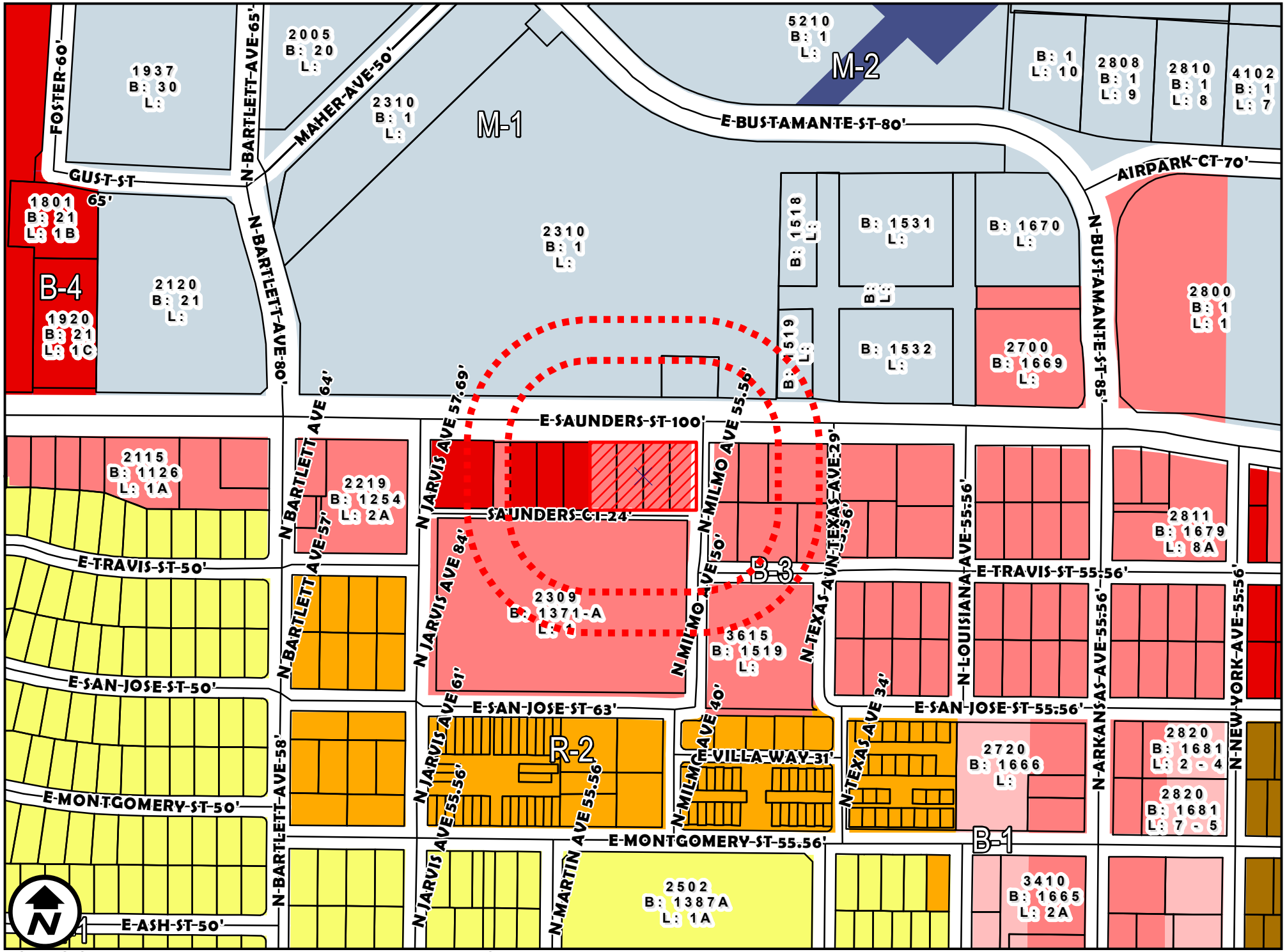


SURVEY MAP

1 inch = 150 feet

ZC-022-2025
COUNCIL DISTRICT 4
2419 EAST SAUNDERS STREET

APPLICATION FC
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P FOR TOBACCO SHOP

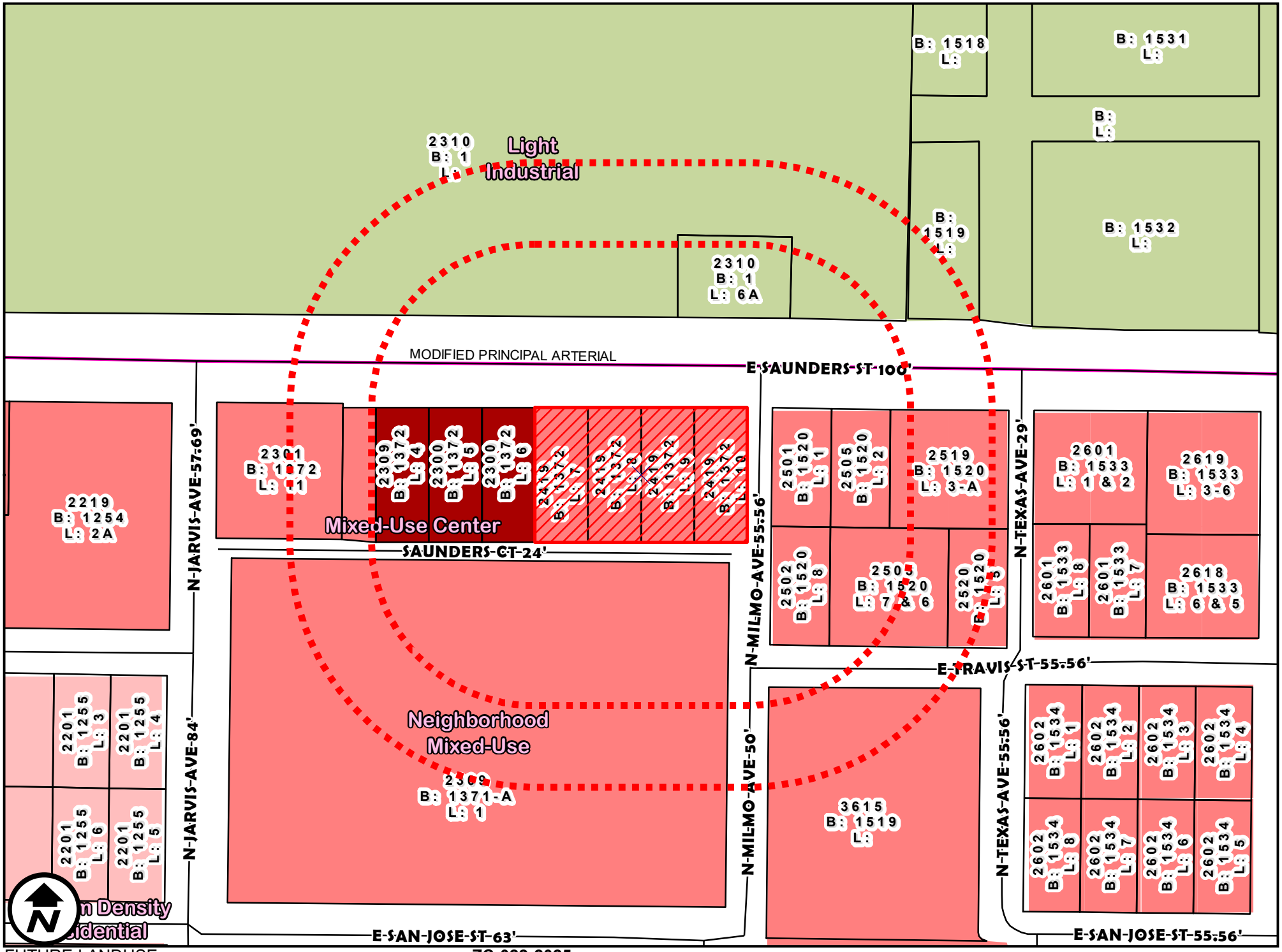


ZONING OVERVIEW

1 inch = 300 feet

ZC-022-2025
COUNCIL DISTRICT 4
2419 EAST SAUNDERS STREET

APPLICATION FO
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P FOR TOBACCO SHOP

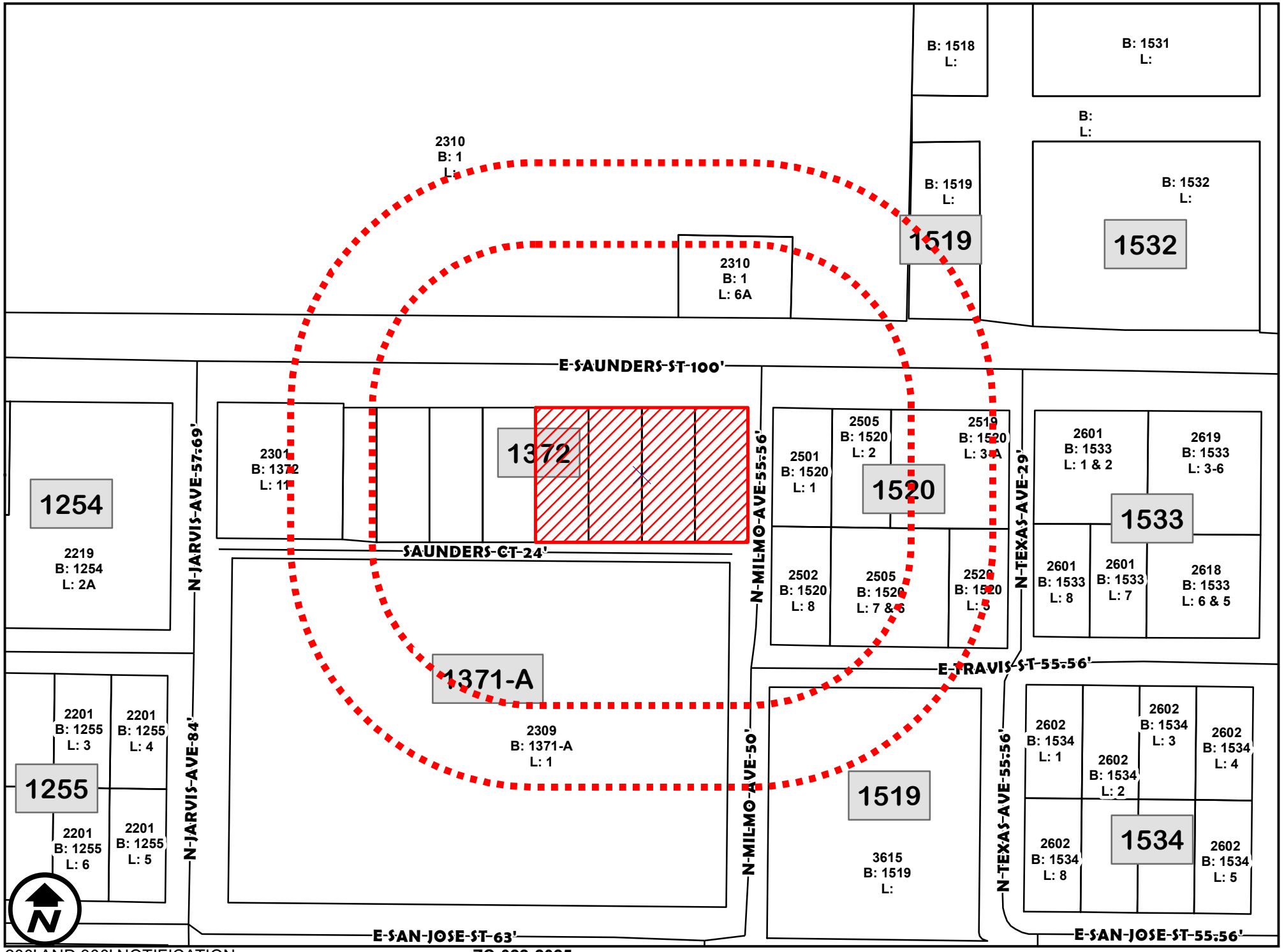


FUTURE LANDUSE

1 inch = 150 feet

ZC-022-2025
COUNCIL DISTRICT 4
2419 EAST SAUNDERS STREET

APPLICATION FO
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P FOR TOBACCO SHOP



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-022-2025
COUNCIL DISTRICT 4
2419 EAST SAUNDERS STREET

APPLICATION FO
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P FOR TOBACCO SHOP

To the City of Laredo Planning and Zoning Department,

Subject: Detailed Narrative Describing Proposed Use for Mr. Puff Smoke shop

Proposed Location: 2419 E Saunders St, Laredo, TX 78041

Dear Members of the Planning and Zoning Department,

I am writing to provide a detailed narrative regarding the proposed use of the premises located at 2419 E Saunders St, Laredo, TX 78041 for the establishment of Mr. Puff Smoke shop. This letter aims to outline the nature of the business, its operational structure, and the measures we plan to implement to ensure compliance with all applicable local regulations.

Business Overview: Mr. Puff Smoke shop will be a retail establishment specializing in the sale of tobacco products and related accessories. Our inventory will include items such as tobacco products, pipe tobacco, hookah tobacco, and rolling papers, e-cigarettes, e-liquid, etc. We will also carry smoking accessories like pipes, lighters, vaporizers, and other items commonly associated with tobacco use. The shop will provide a clean, welcoming, and professional environment for adult customers. Currently, we operate 10 locations across Texas and are consistently in compliance with all state and local regulations.

Proposed Operating Hours: Mr. Puff Smoke shop will operate seven days a week from 9:00 AM to 12:00 AM. These hours have been selected to meet the needs of the community while respecting local ordinances and neighborhood tranquility.

Target Demographic: Our primary customer base will be adults aged 21 and older who are legally permitted to purchase tobacco products. We will implement rigorous age verification

procedures to ensure compliance with federal and state laws regarding the sale of tobacco products.

Compliance with Local and State Regulations: Mr. Puff Smoke shop is committed to adhering to all regulations governing the sale of tobacco products. These measures will include:

1. **Age Verification:** Implementing a strict ID-check policy to verify the age of every customer prior to purchase.
2. **Licensing:** Obtaining all necessary licenses and permits required for the sale of tobacco products and accessories.
3. **Signage:** Displaying all required signage regarding the legal age for purchasing tobacco products and any health warnings mandated by law.

Community Impact: We believe that Mr. Puff Smoke shop will positively contribute to the local economy by creating employment opportunities and generating tax revenue for the City of Laredo. Additionally, our establishment will provide a legal and regulated environment for the purchase of tobacco products, helping to discourage illicit sales within the community.

Traffic and Parking: The location has ample parking facilities to accommodate our customers, and we do not anticipate any significant impact on traffic flow in the area. Deliveries will be scheduled during off-peak hours to minimize disruptions.

Commitment to the Community: Mr. Puff Smoke shop is dedicated to being a responsible member of the Laredo business community. We will actively seek opportunities to participate in local events and initiatives that promote community well-being.

In conclusion, we are applying for a special use permit for Mr. Puff Smoke shop. We kindly request consideration for approval, as there is an existing smoke shop, "Vape City," located within 0.5 miles of our proposed location at 2117 E Saunders St STE 1, Laredo, TX 78043. Mr. Puff Smoke shop is committed to providing a safe, compliant, and professional retail environment for the sale of tobacco products and accessories. We look forward to collaborating with the City of Laredo to ensure that our business operates in harmony with the community and local regulations.

Thank you for your time and consideration. Please do not hesitate to contact me at 832-684-1808 or 713-513-0959 should you require any additional information or documentation.

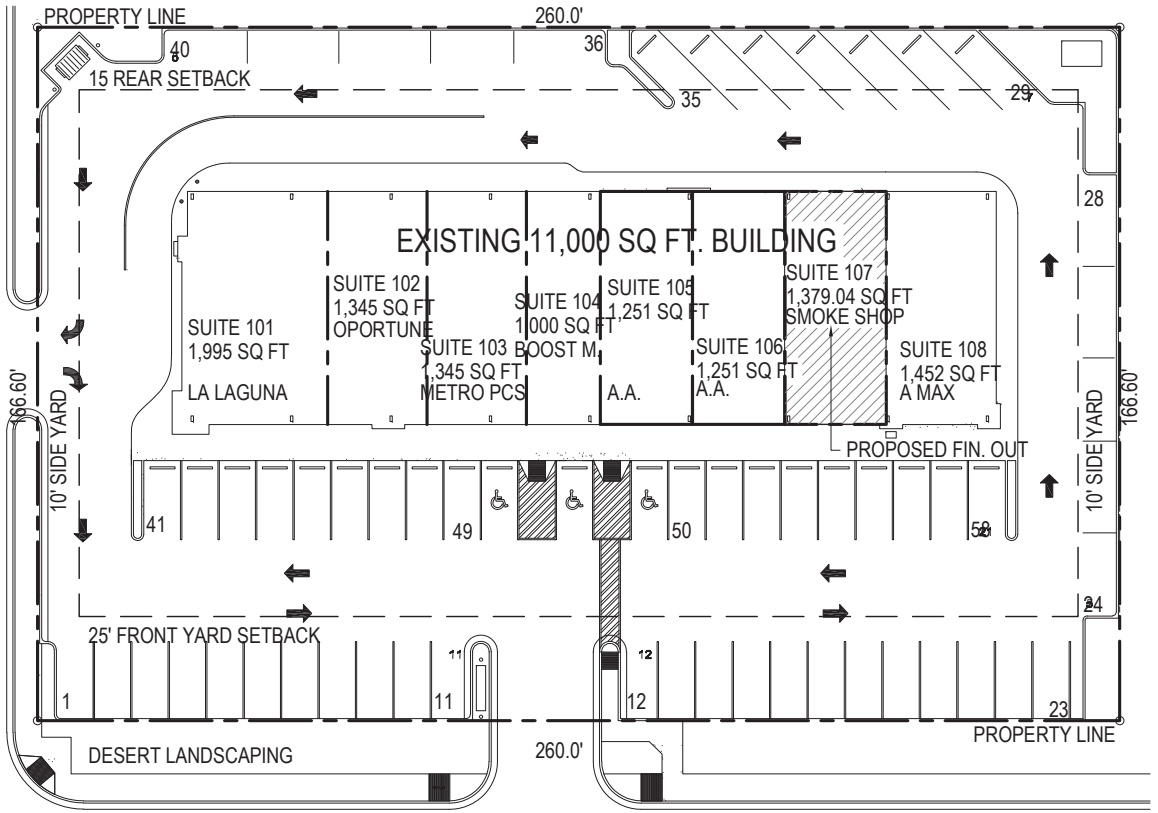
Sincerely,

Ibrahem Alnimer

Abdelhadi Al-Hatabeh

Owners, Mr. Puff Smoke shop

EXHIBIT A



1 SITE PLAN
NO SCALE

Project: Guerra Plaza
2419 E. Saunders St.
Laredo TX. 78045

Structural:

MEP:

Civil Engineer:

Revisions:
1
2
3

Issued for interim review only. Not for regulatory approval, permitting or construction.

Date: 2024, November
Project:
Drawn by: JF
Checked by: JF

ASSOCIATE MEMBERS AMERICAN INSTITUTE OF ARCHITECTS

Fernandez Design
6999 McPherson
North Professional Plaza
Suite 103B
Laredo, Texas 78041
T: (956) 285 7717
joseaia@hotmail.com

A1.0

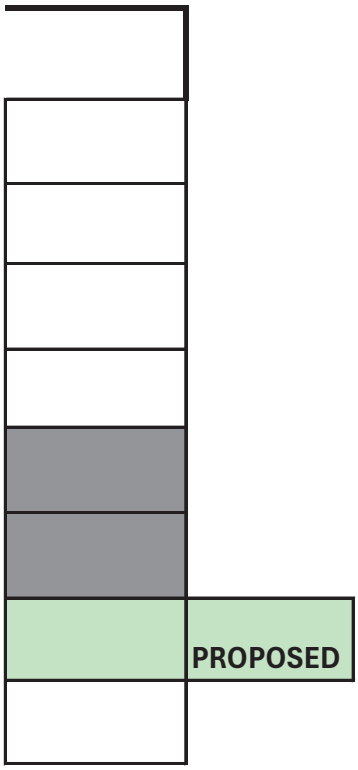
These Drawings and Specifications are and shall remain the property of the Designer. These shall not be used, reproduced, modified, or copied in any form or manner without the express, written permission, consent, and due compensation to the Designer. Copyright 2025

2419 E SAUNDERS, LAREDO TX. 78041

Known as" Via 59 Plaza

Lots 7 to 10 BLK 1372 ED

SUITE #	TENANT	BUSINESS	SQ. FT.	DAYS OF OPERATION	HOURS OF
101	LA LAGUNA RESTAURANT	RESTAURANT	1995	MONDAY- SUNDAY	11:00 am- 1
102	OPORTUN	LOANS	1345	MONDAY-SATURDAY	11:00am-
103	METRO PC'S	WIRELESS	1345	MONDAY-SUNDAY	9;30am -
104	BOOST BY TMOBILE	WIRELESS	1000	MONDAY -SUNDAY	10:00am -
105	**VACANT**	vacant	1251		
106	**VACANT**	vacant	1251		
107	**PROPOSED MR PUFF**	**SMOKE SHOP**	**1379**	**MONDAY- SUNDAY**	**9:00am -**
108	AMAX INSURANCE	INSURANCE	1452	MONDAY-SATURDAY	9:00am -
TOTAL SF			11018		


PROPOSED


ZC-022-2025
ATTENTION
PROPOSED
SPECIAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613
(Tabacco Shop)
(956) 645-7052
FOR LEASE
DORA RODRIGUEZ REALTY

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A SPECIAL USE PERMIT FOR A TOBACCO SHOP ON LOTS 7, 8, 9, AND 10, BLOCK 1372, EASTERN DIVISION, LOCATED AT 2419 EAST SAUNDERS STREET, SUITE 107 (1379.04 SQUARE FEET); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a special use permit for a Tobacco Shop on Lots 7, 8, 9, and 10, Block 1372, Eastern Division, located at 2419 East Saunders Street, Suite 107 (1379.04 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 February 19, 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 March 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 the issuance of a Special Use Permit for a Tobacco Shop on Lots 7, 8, 9, and 10, Block 1372, Eastern Division, located at 2419 East Saunders Street, Suite 107 (1379.04 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 Ibrahem Alnimer, and shall be non-transferal.
2. The Special Use Permit is restricted to 1379.04 square feet located within Suite 107 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 Sunday, 9:00 a.m. to 12:00 a.m.
4. No person under 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 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. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
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. Tobacco Shops shall be required to submit, at the request of the City, an audit or allow an audit, of their gross revenue to insure that not more than 45% of the establishments gross revenue is derived from the sale of Drug paraphernalia.
20. 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.
21. The approval of the special use permit does not guarantee the issuance of the building permit.
22. 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 24.93.12.12, entitled "Enforcement and Revocation of Special Use Permit Revocation," according to the criteria and procedures described therein and below:

1. Enforcement and Revocation of Special Use Permit Revocation

If it is determined based on inspection by the Planning Director or reasonable investigation by the City Manager, or his designee, that there exist reasonable grounds for revocation of a Special User Permit, a public hearing shall be set before the Zoning Commission and the City Council.

A. Circumstances that warrant revocation of an approved special use permit include, but shall not be limited to, any of the following:

1. Any Violation of any of the conditions of the special use permit if not corrected to the satisfaction of the City within 90 days of the owner having received written notice of the violation and the means necessary to correct it;
2. A plea of guilty or no-contest to an offense that that occurs on the property for which the special use permit is granted involving any zoning ordinance or provision of the City's Land Development Code;
3. The building, premise, or land uses under the special use permit is enlarged, modified, structurally altered, or otherwise significantly changed without the approval of a separate special use permit for such enlargement, modification, structural alteration or change;
4. Violation of any provision of the site plan encompassing the property for which the special use permit was issue for, terms or conditions of a special use permit;
5. The special use permit was obtained by fraud or with deception.

B. Revocation process. The revocation process shall be conducted through a public hearing and recommendation by the Zoning Commission, followed by a public hearing and ordinance amendment consideration by the City Council. The City Council ma revoke the special use permit, deny the revocation and allow the sue to continue, or deny the revocation and amend the special use permit to attach conditions to assure that the terms, conditions and requirements of the special use permit be met.

C. Effect of revocation. Upon the effective date of the revocation, it shall be unlawful to undertake or perform any activity that was previously authorized by the special use permit. Any person, firm, or corporation, who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation exists shall constitute a separate offense.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
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: 3/17/2025 **Public Hearing & Introductory Ordinance 2.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a special use permit for a communication tower on Lot 3A1, Block 1, Ponderosa Commercial Subdivision Unit 1, located at 2320 Bob Bullock Loop.

The Planning and Zoning Commission recommended approval of the proposed special use permit and staff did not support the application.

ZC-063-2024
District IV

Council District: District 4 **Zone Case:** ZC-063-2024

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 6 to 1 vote recommended approval of the zone change.

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

City Council-Regular Meeting

Date: 03/03/2025

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Wal-Mart Real Estate Business Trust, Owner; SBA Towers X, LLC, Applicant; KCI Technologies, Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a special use permit for a communication tower on Lot 3A1, Block 1, Ponderosa Commercial Subdivision Unit 1, located at 2320 Bob Bullock Loop.

The Planning and Zoning Commission recommended **approval** of the proposed special use permit and staff **did not support** the application.

ZC-063-2024
District IV

PREVIOUS COUNCIL ACTION
None.

BACKGROUND

Council District: IV - Cm. Ricardo "Rick" Garza

Proposed use: The proposed use is for a 150-foot (height) communication tower.

Minimum Zoning District Required for Proposed Use: AG (Agricultural District) zoning district.

Current Zoning District: B-3 (Community Business District) zoning district.

Site: The site is currently occupied by Walmart Super Center.

Surrounding land uses: To the north of the site is Casa Raul Western Wear, vacant undeveloped land, Chacon Creek, Asmussen Horse Center, commercial plazas which include Firehouse Subs, Quesabrosas, Miss Cow Frozen Yogurt, Wingstop, Little Caesars Pizza, Luminous Nails, & A&TT Store. To the east of the site is Bob Bullock Loop, PNC Bank, Murphy USA Gas Station, Church's, Wendy's and a commercial plaza which include T-Mobile, Lendmark Fianncial Services, LLC, Pronto Insurance, Panda Express. To the south of the site is Clark Boulevard, Chase Bank, Chick-fil-A, Kinder Morgan Texas Pipeline, Inc., a commercial plaza which includes Target, Sally's Beauty Salon, Subway, State Farm Insurance, GameStop, Trinity Dental Laredo, Pizza Patron, Fred Loya Insurance, Just A Cut, Fine Furniture, Cricket.

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 Clark Boulevard as Major Arterial and Bob Bullock as an Expressway.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 12 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 6 to 1 vote recommended **approval** of the zone change.

STAFF RECOMMENDATION

A Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects, such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for communication towers located in AG, R-2, R-3, R-O, B-1, B-1R, B-3, B-4, MXD. The property is a B-3 zoning district.

Staff **does not support** the proposed special use permit for the following reasons:

1. The proposed communication tower does not meet the minimum separation distance requirement between an off-site zoning district and the location of the proposed communication tower of 200 feet or 300% height of tower (whichever is greater), as per the Laredo Land Development Code, Section 24.93.10.c.3.
    - Calculation: 300% x 150 feet (proposed height of communication tower) = 450 feet.
    - The distance between the proposed location of the communication tower and the residential zoning district abutting the proposed site is approximately 118 feet.
    - Therefore, the proposed communication tower does not meet the minimum separation distance requirement between an off-site zoning district and the location of the proposed communication tower.

Additional Information:
Conformity with remaining performance standards:

1. The proposed communication tower complies with the minimum setbacks requirements of "towers must be set back a distance equal to at least seventy-five percent (75%) of the height of the tower from any adjoining lot line" as per the Laredo Land Development Code, Section 24.93.10(2)(a).
    - Calculation: 75% x 150 feet (proposed height of communication tower) = 112.5 feet.
    - Referring to the site plan, Exhibit A, the proposed communication tower location is 115 feet to the north of the property line.
2. The proposed communication tower complies with the minimum separation distance between the proposed tower and preexisting towers of 1500 feet for monopole 75 feet in height or greater as per the Laredo Land Development Code, Section 94.93.10(4)(a).
    - The separation distance between the proposed tower and the preexisting tower is approximately 1700 feet.
    - Therefore, the proposed communication meets the minimum separation distance between the proposed tower and preexisting towers.

General Comments:

1. The approval of the special use permit does not guarantee the issuance of the building permit.
2. The use authorized by the special use permit is required to abide by all relevant municipal codes.

If approved, Staff suggests the following conditions:

1. The Special Use Permit is restricted to the area identified in the attached site plan, Exhibit "A", which is made part hereof for all purposes.
2. The Special Use Permit is restricted to a 150' height communication tower and as further described on the set of plans, Exhibit "B".
3. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
4. Signage shall be consistent with the City's Sign Ordinance or regulations.
5. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
6. Applicant shall comply with Section 24.93.10 entirely. 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.
7. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
8. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
9. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
10. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.
11. Towers shall be enclosed by security fencing not less than six feet in height and also shall be equipped with an appropriate anti-climbing device.
12. Existing mature tree growth and natural land forms on the site shall be preserved to the maximum extent possible.
13. Equipment storage buildings or cabinets shall comply with all applicable building codes.
14. Applicant shall provide verification of compliance with FCC, FAA regulations and, if applicable, any other federal state agencies as required.
15. Applicant shall provide a notarized statement by the applicant and a sealed set of plans by a qualified engineer, confirming the construction of the tower will accommodate collocation of additional antennas for future users.
16. Applicant shall provide a safety report by a qualified structural engineer establishing the structural integrity of the tower.
17. The approval of the special use permit does not guarantee the issuance of the building permit.
18. The use authorized by the special use permit is required to abide by all relevant municipal codes.

Staff **does not support** the application.

Is this change contrary to the established land use pattern?

Yes, the area is primarily surrounded by commercial uses.

Would this change create an isolated zoning district unrelated to surrounding districts?

No, the zone is not changing.

Will change adversely influence living conditions in the neighborhood?

Possibly.

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

Yes, the existing zone does not allow for a communication tower as intended by the applicant.

Attachments:

Maps

Narrative & RF Justification &
Coverage Map

Site Plan & Aerial

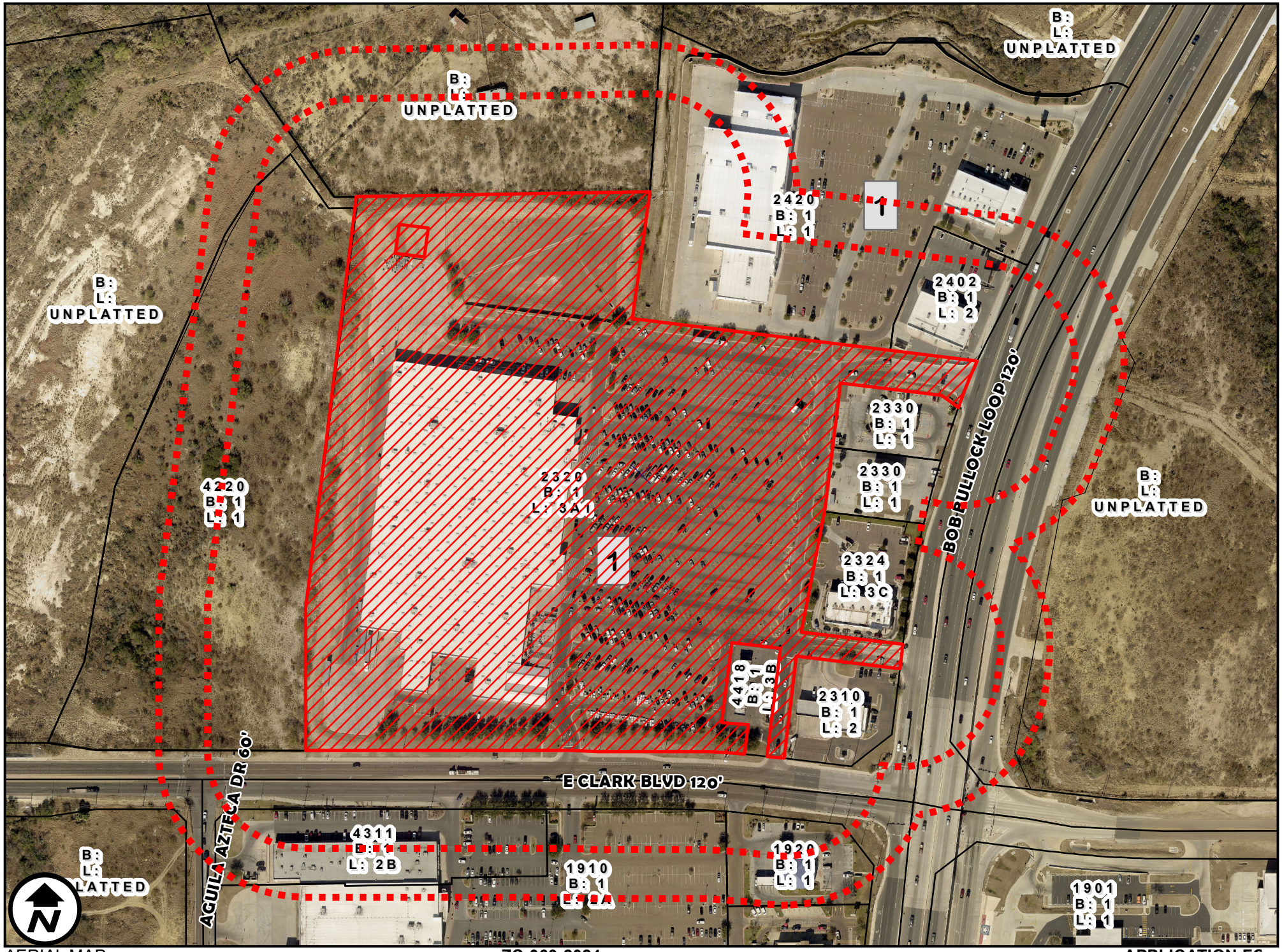
Survey & Compound Plans

Communication Tower Plans

FCC Notice

Separation Tower Distance

Draft Ordinance

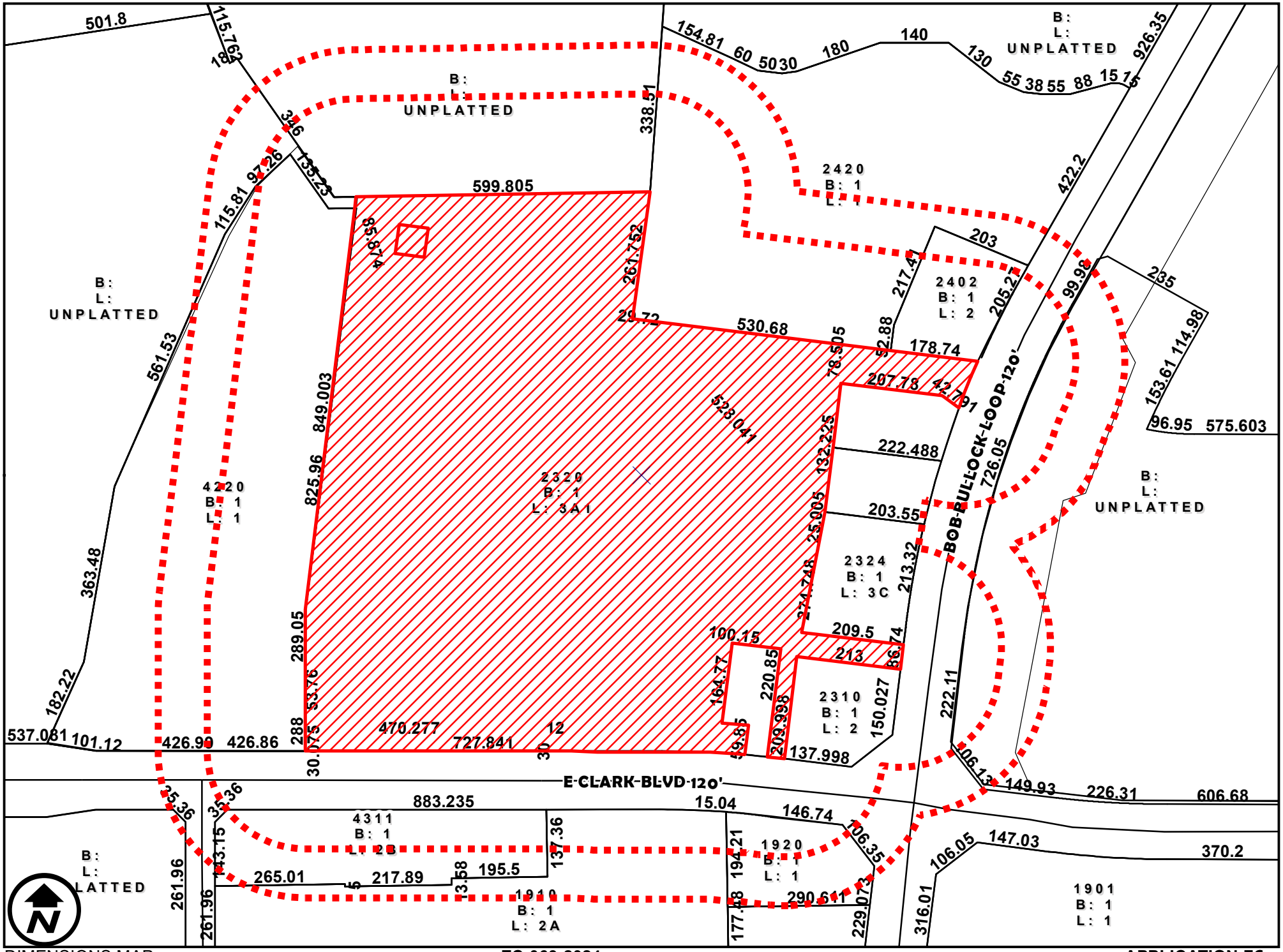


AERIAL MAP

1 inch = 250 feet

ZC-063-2024
COUNCIL DISTRICT 4
2320 BOB BULLOCK LOOP

APPLICATION FC
B-3 (COMMUNITY BUSINESS DISTRICT) T
S.U.P. FOR COMMUNICATION TOWER

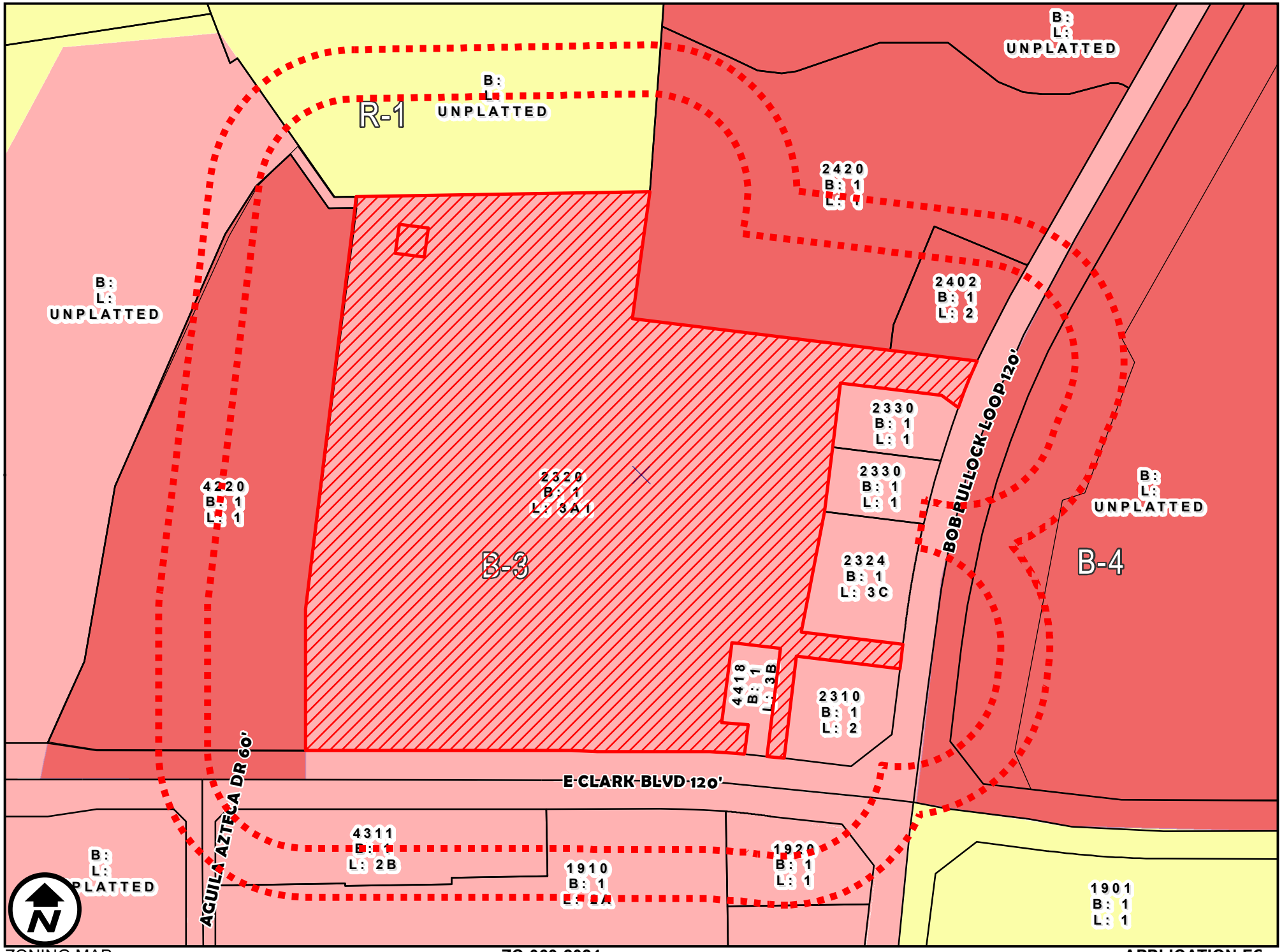


DIMENSIONS MAP

1 inch = 250 feet

ZC-063-2024
COUNCIL DISTRICT 4
2320 BOB BULLOCK LOOP

APPLICATION FC
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P. FOR COMMUNICATION TOWER

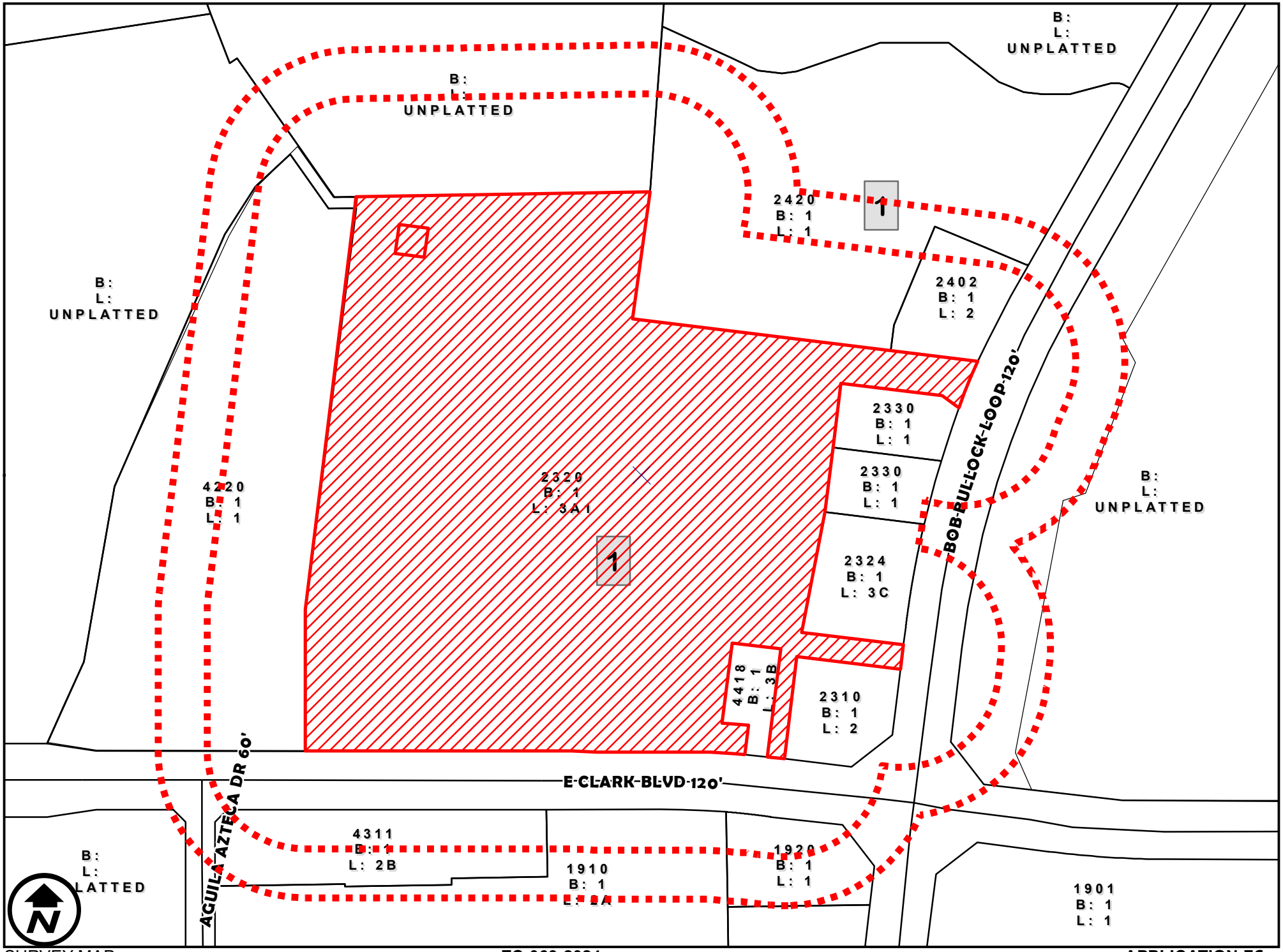


ZONING MAP

1 inch = 250 feet

ZC-063-2024
COUNCIL DISTRICT 4
2320 BOB BULLOCK LOOP

APPLICATION FO
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P. FOR COMMUNICATION TOWER

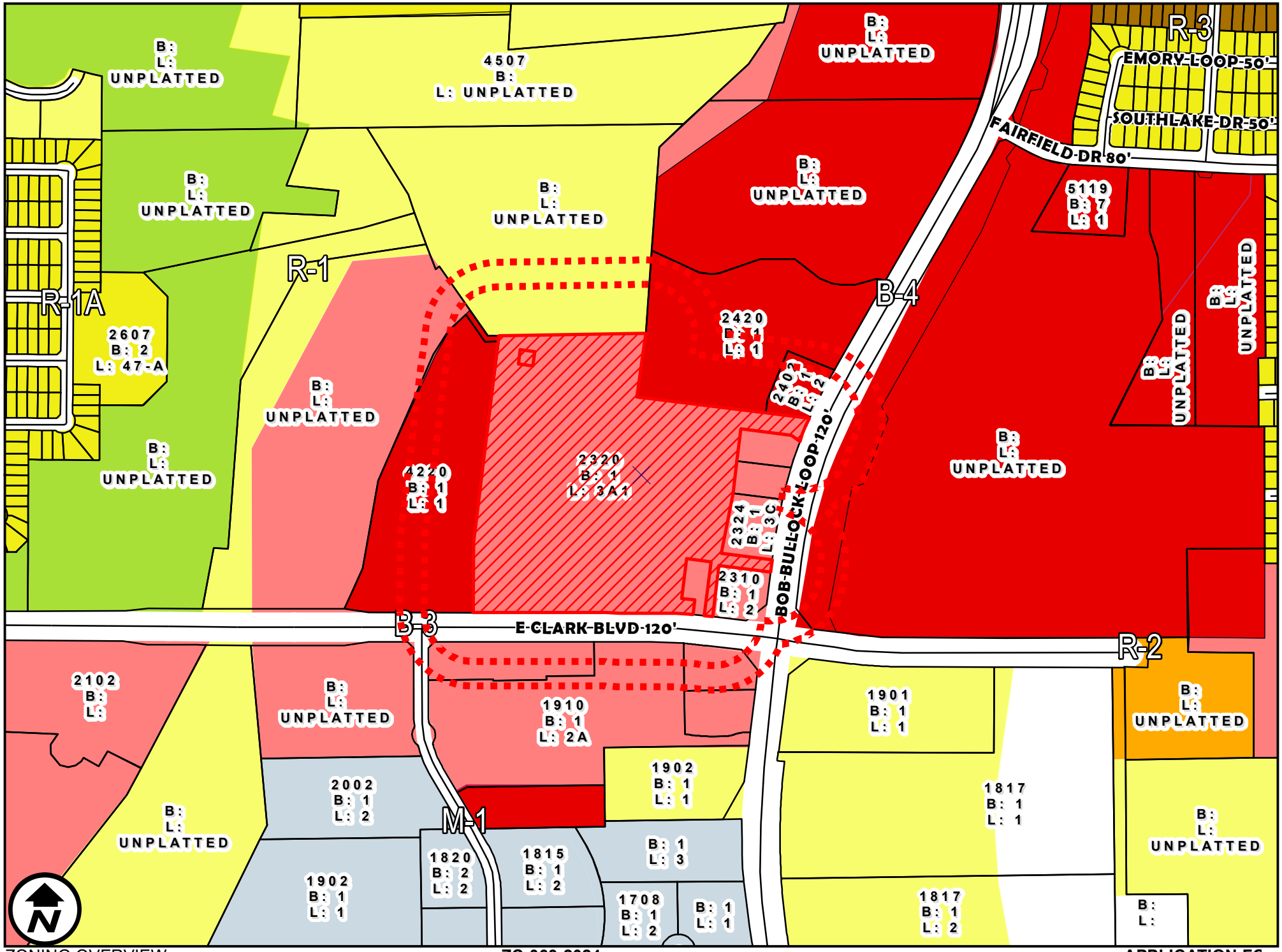


SURVEY MAP

1 inch = 250 feet

ZC-063-2024
COUNCIL DISTRICT 4
2320 BOB BULLOCK LOOP

APPLICATION FO
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P. FOR COMMUNICATION TOWER

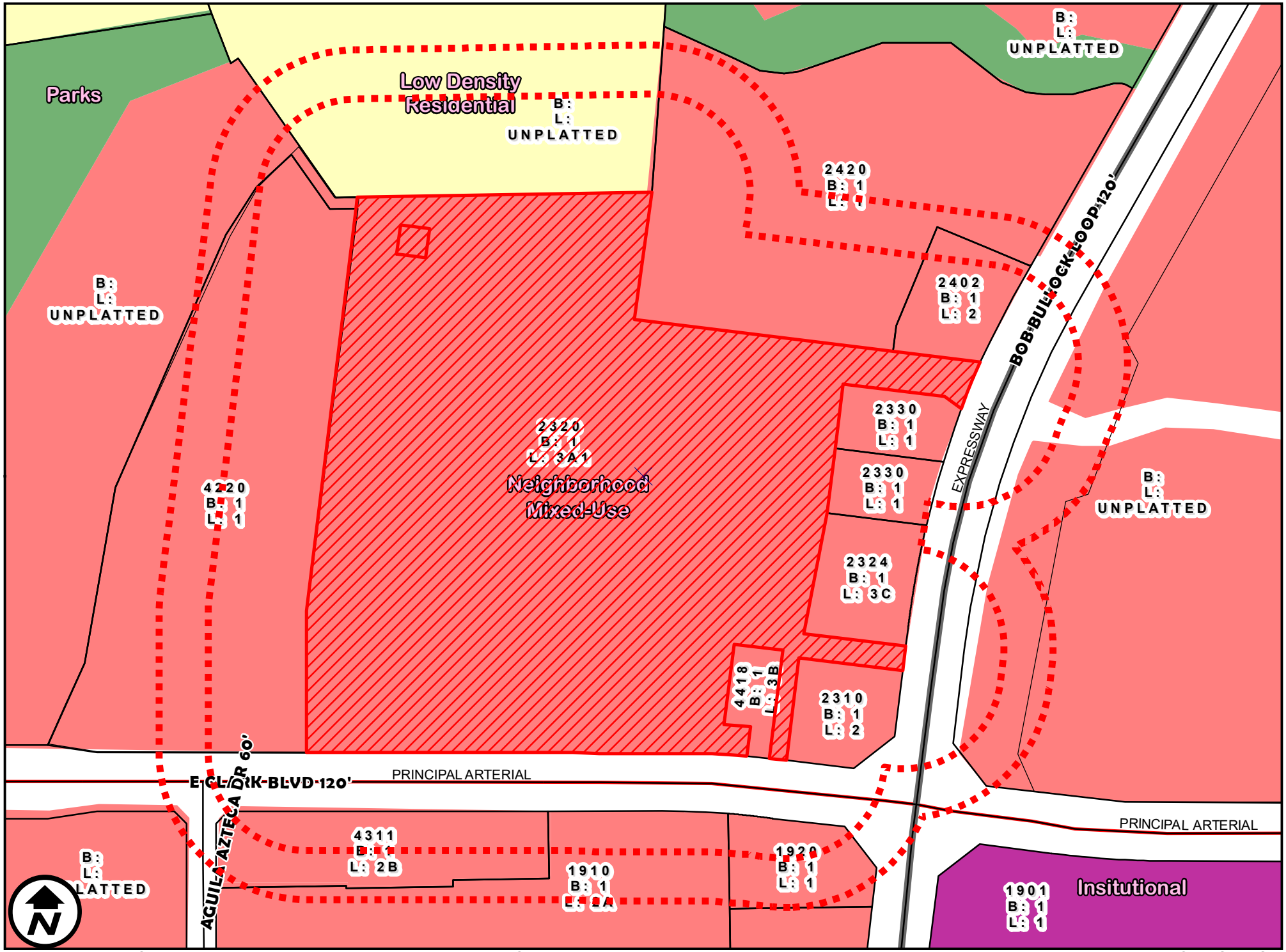


ZONING OVERVIEW

1 inch = 500 feet

ZC-063-2024
COUNCIL DISTRICT 4
2320 BOB BULLOCK LOOP

APPLICATION FC
B-3 (COMMUNITY BUSINESS DISTRICT) T
S.U.P. FOR COMMUNICATION TOWER

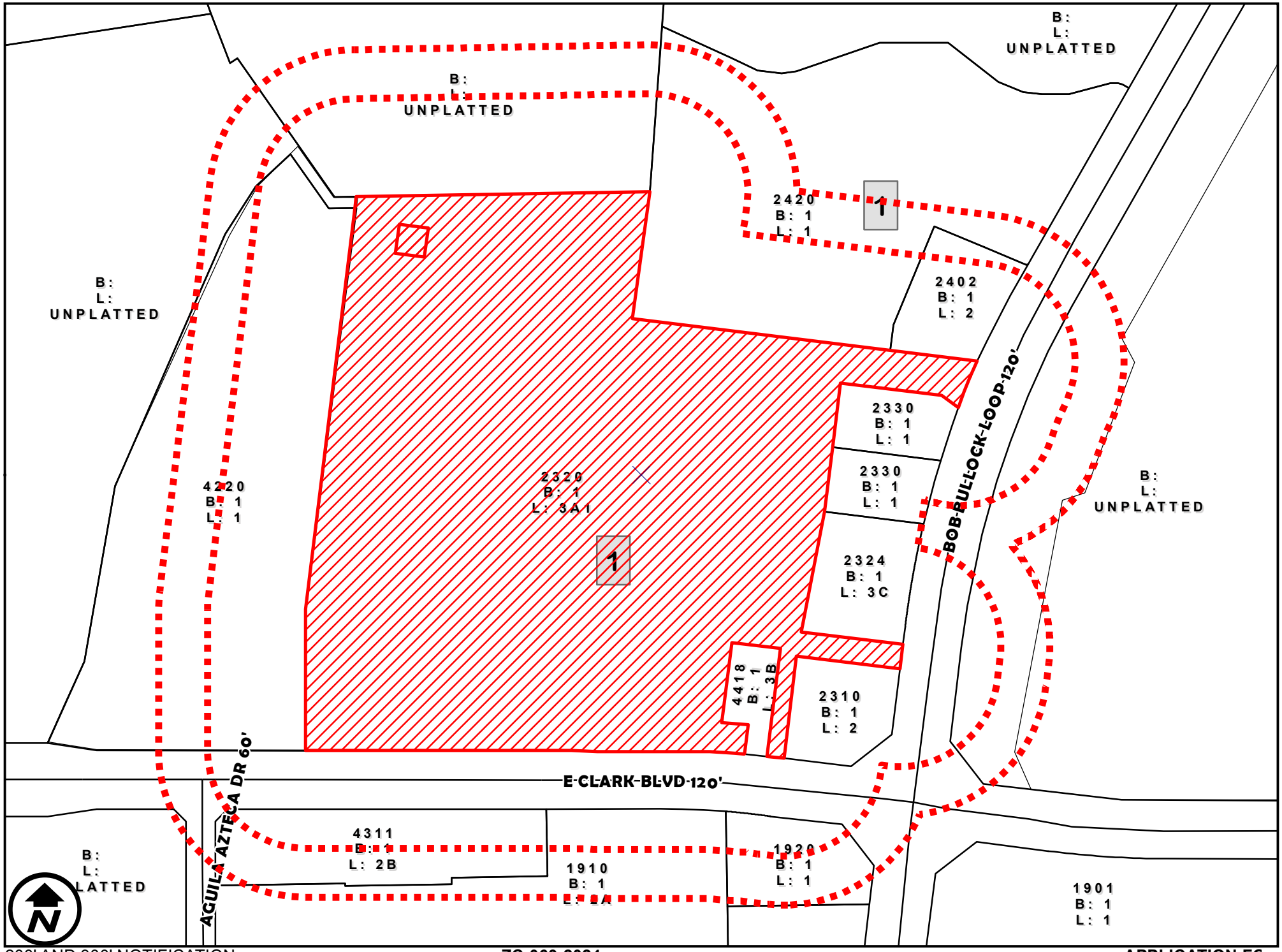


FUTURE LANDUSE

1 inch = 250 feet

ZC-063-2024
COUNCIL DISTRICT 4
2320 BOB BULLOCK LOOP

APPLICATION FO
B-3 (COMMUNITY BUSINESS DISTRICT) T
S.U.P. FOR COMMUNICATION TOWER



200' AND 300' NOTIFICATION

1 inch = 250 feet

ZC-063-2024
COUNCIL DISTRICT 4
2320 BOB BULLOCK LOOP

APPLICATION FC
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P. FOR COMMUNICATION TOWER

KCI TECHNOLOGIES

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

4041 CRESCENT PARK DRIVE • RIVERVIEW, FL 33578 • 813-740-2300 • (FAX) 813-740-0158

June 26th, 2024

City of Laredo
Planning Department
1413 Houston Street
Laredo, Texas 78040

RE: Request for Approval of 150' Monopole Telecommunications Tower at 2320 Bob Bullock Loop, Parcel Number 264646

I am writing to formally notify you of our intent to submit a zoning application for the installation of a new 150-foot Monopole telecommunications tower and associated 2,500-square-foot ground compound near 2320 Bob Bullock Loop, parcel number 264646. This proposal aligns with the growing need for enhanced telecommunications infrastructure in the area and seeks to address the increasing demand for reliable and efficient communication services.

Included with this submission, you will find the RF justification and coverage map provided by the carrier, detailing the technical specifications and necessity for this project.

The proposed site is located in a high growth market saturated in the City of Laredo. This new site will provide the necessary coverage to the densely populated homes, schools, business, nearby Laredo Government facilities, and commuters for wireless customers in and around the surrounding area.

Thank you for considering our proposal. We look forward to the opportunity to discuss this further and provide any additional information as needed. Please do not hesitate to contact me if you have any questions or require further clarification.

Regards,
KCI Technologies, Inc.

Haley Garvin

Haley Garvin
Project Manager

Subject: TX23187-S WM3518 Derby Ave - RF Coverage Maps

From: Kebede, Surafel Mathias <surafel.kebede@verizonwireless.com>
Sent: Friday, June 28, 2024 7:08 PM
To: Oliver, Jeanette <jeanette.oliver@verizonwireless.com>
Cc: Jose Mancilla <JMancilla@sbasite.com>; Ivana Petru-Hotop <IPetru-Hotop@sbasite.com>; Tara Sprague <tara.sprague@verizonwireless.com>
Subject: FW: [External] Fwd: [E] Derby Ave - RF Help

Please find below the RF Justification & coverage map for the proposed new site “DERBY_AVE” where the RF preliminary design prediction run at the [27.514972, -99.447389] location with 120' RAD center.

"***The proposed Verizon Wireless site “DERBY_AVE” is located in a high growth market saturated in the City of Laredo. This new site will provide the necessary coverage to the densely populated homes, schools, business, nearby Laredo Government facilities, and commuters for wireless customers in and around the surrounding area.***

Adding this site equipped with 4G+5G wireless carriers and advanced technology will provide better coverage, significantly reduce the Customers experience network access issues and poor throughput around the proposed new site location.

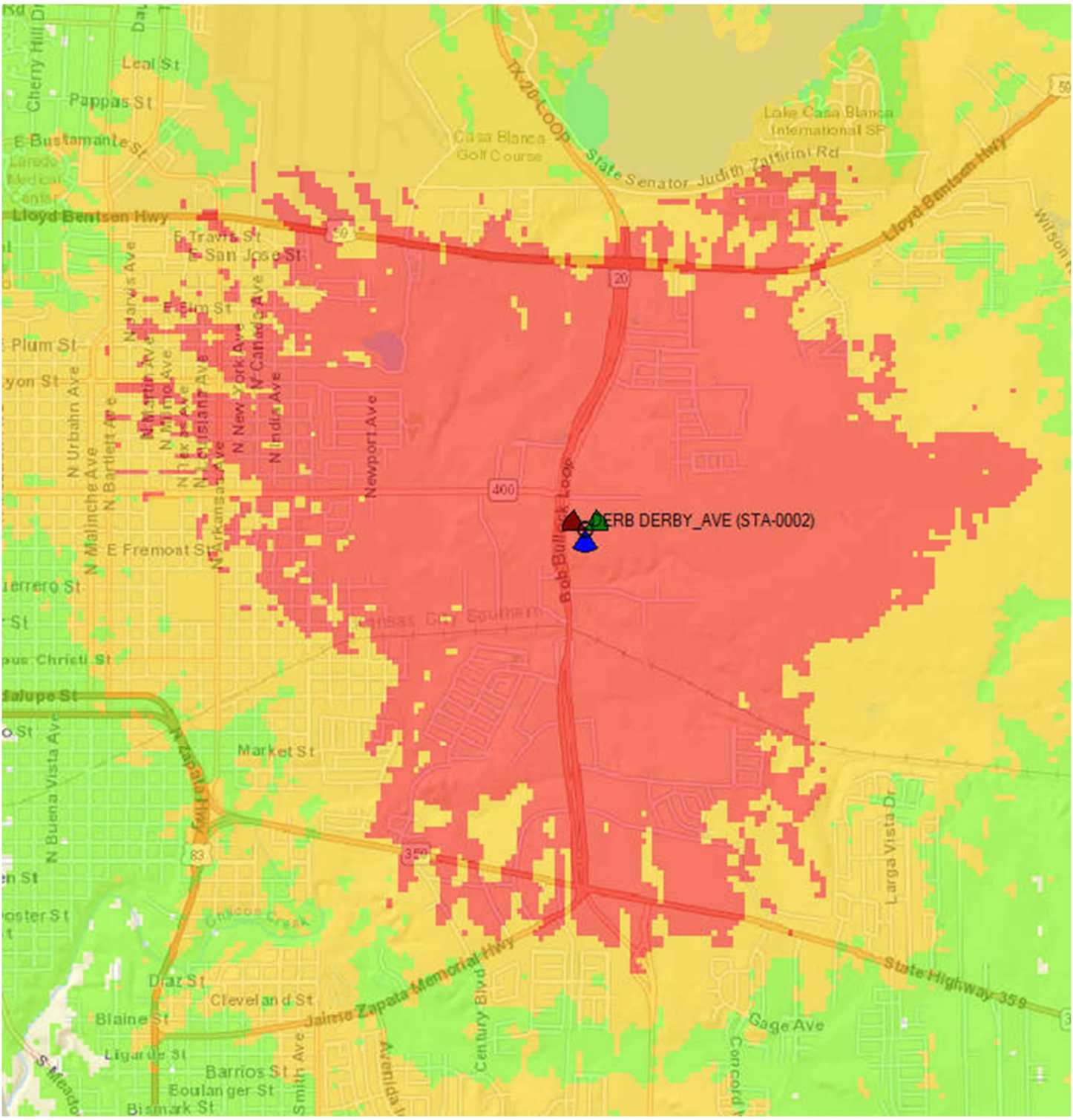
North West of the “DERBY_AVE” new site location, the existing site “PRICE & SEYMORE” currently triggering traffic on Beta sector at 252%. If no additional carriers are added, the trigger is projected to increase to 487% in 2025.

North East of the “DERBY_AVE” new site location, the Gamma sector of an existing site “CASA_BLANCA” currently triggering traffic on the Sub 3 carrier at 102%. If no additional carriers are added, the trigger is projected to increase to 156% in 2025, then 210% in 2026.

Also, South of the “DERBY_AVE” new site location, the existing site “ZAFFIRINI” is currently triggering traffic on Alpha sector Sub 1 carrier at 258%.

In the current active project, the new design configuration for this site includes, adding 5G [C-Band] & 4G [700 MHZ, AWS, PCS, CBRS] carriers with latest radio equipment , advanced beamforming mode & smart multiband Antennas, an ideal solution for independently optimizing multiple 5G/4G in services carriers, also capable to support new technologies.

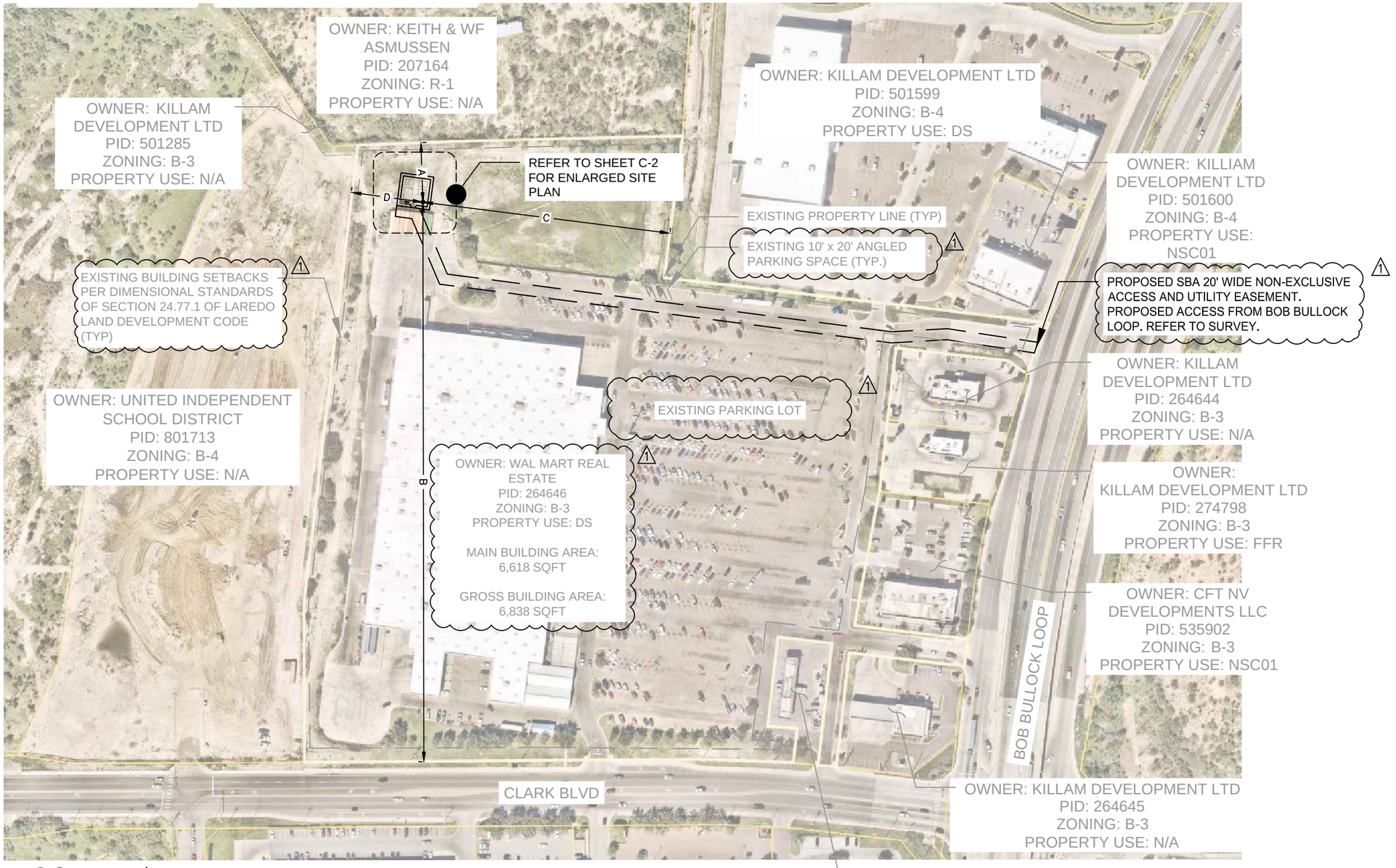
Most importantly, this new “DERBY_AVE” site besides providing RF coverage, will tremendously help to offload capacity around the surrounding sites, allow customers to better stay connected, increase speeds and ultimately improve the customer experience in the area."



Best
Better
Good

Exhibit A

TRUE NORTH



DIRECTION	PROPOSED TOWER SETBACK TO PROPERTY LINES
(A) NORTH	±92'
(B) SOUTH	±1020'
(C) EAST	±435'
(D) WEST	±137'

GRAPHIC SCALE

0 100 200 400

(IN FEET)

OVERALL AERIAL PLAN

SCALE: 1"=200' (1"=100') ON 22"x34" SHEET)

1

KCI TECHNOLOGIES

KCI TECHNOLOGIES, INC.
4041 Crescent Park Dr
Riverview, FL 33578
Phone: 813.740.2300
TX Business License #10573

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

REVISIONS

NO.	DATE	DESCRIPTION
1	07/02/24	REVISED PER COMMENTS
0	06/18/24	ZONING DRAWINGS ISSUED
A	06/14/24	ISSUED FOR REVIEW

KCI PROJECT #:	482400457C
DRAWN BY:	HNG
CHECKED BY:	TWD

THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JAMES T. FENNELL PE (#114838) ON THE DATE SHOWN ON THE T-1 SHEET USING A DIGITAL SIGNATURE IN ACCORDANCE WITH F.A.C. 61G15-23.004, WITH A DIGITAL CERTIFICATE ISSUED BY ENTRUST, INC. PLEASE REFERENCE SHEET T-1 TO VIEW THE SIGNATURE AND VERIFY ITS PROPERTIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA-1 AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SBA

SBA TOWERS, INC.
8051 CONGRESS AVE
BOCA RATON, FL 33487
TEL: (561) 226-9523
FAX: (561) 226-9368

SITE NAME: WM3518 DERBY AVE

SITE NUMBER: TX23187-S

SITE ADDRESS: 2320 BOB BULLOCK LOOP LAREDO, TX 78043

DESIGN TYPE: RAW LAND

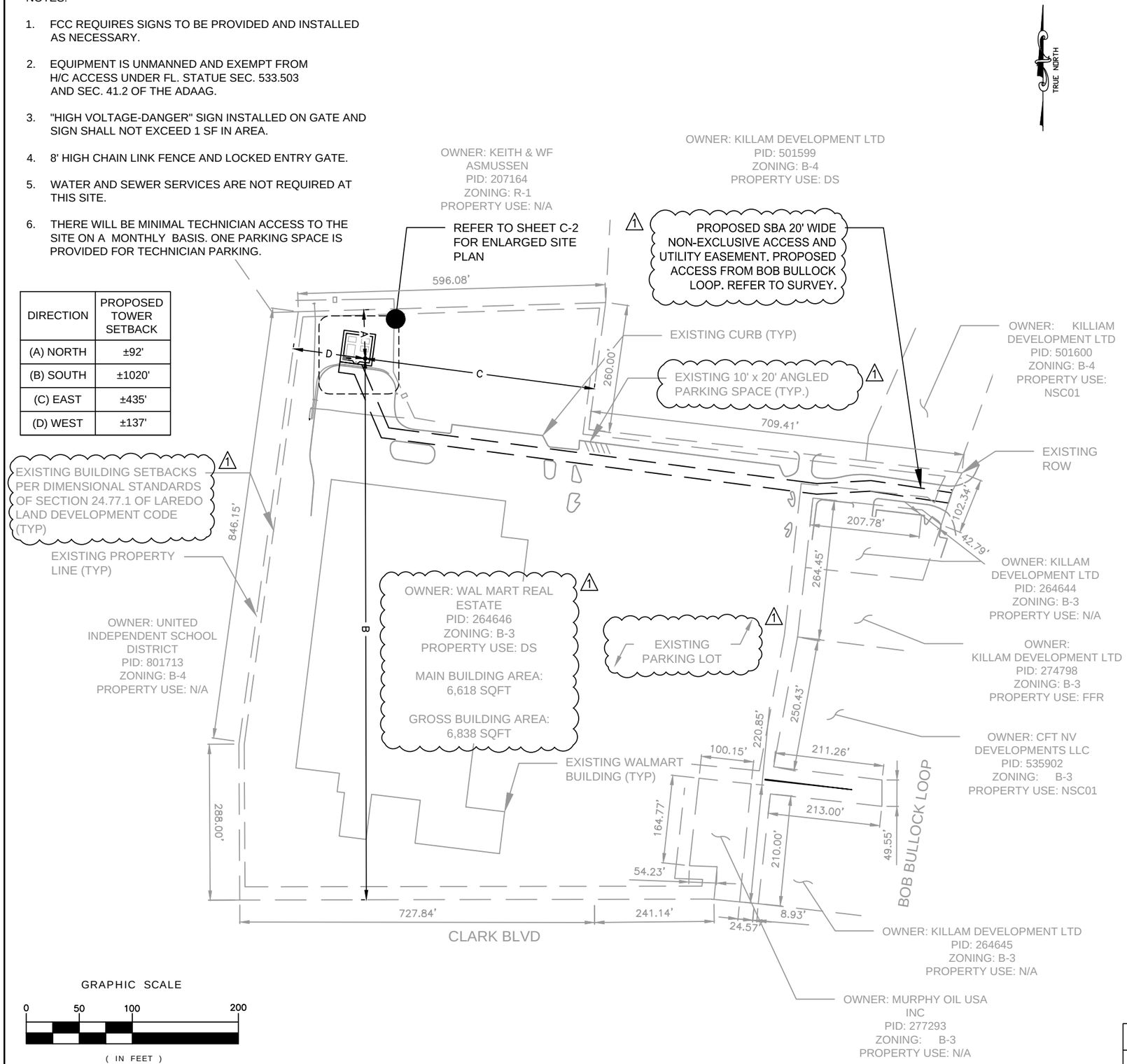
SHEET TITLE: OVERALL AERIAL PLAN

DRAWING NO. A-1

NOTES:

1. FCC REQUIRES SIGNS TO BE PROVIDED AND INSTALLED AS NECESSARY.
2. EQUIPMENT IS UNMANNED AND EXEMPT FROM H/C ACCESS UNDER FL. STATUE SEC. 533.503 AND SEC. 41.2 OF THE ADAAG.
3. "HIGH VOLTAGE-DANGER" SIGN INSTALLED ON GATE AND SIGN SHALL NOT EXCEED 1 SF IN AREA.
4. 8' HIGH CHAIN LINK FENCE AND LOCKED ENTRY GATE.
5. WATER AND SEWER SERVICES ARE NOT REQUIRED AT THIS SITE.
6. THERE WILL BE MINIMAL TECHNICIAN ACCESS TO THE SITE ON A MONTHLY BASIS. ONE PARKING SPACE IS PROVIDED FOR TECHNICIAN PARKING.

DIRECTION	PROPOSED TOWER SETBACK
(A) NORTH	±92'
(B) SOUTH	±1020'
(C) EAST	±435'
(D) WEST	±137'



GRAPHIC SCALE

0 50 100 200

(IN FEET)

NOTES:

1. FENCED SITE AREA SHALL BE CLEARED AND GRUBBED. REMOVE UNSUITABLE SOFT OR LOOSE SOILS, ORGANIC MATERIAL AND OR RUBBLE TO FIRM SUBGRADE. FILL UNDERCUT UP TO 6 INCHES BELOW FINISH GRADE.
2. THE CONTRACTOR MUST CONTACT THE SURVEYOR TO STAKE OUT THE LEASE AREA AND ALL EASEMENTS PRIOR TO CONSTRUCTION. ALL FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
3. IF ANY ARCHAEOLOGICAL MATERIALS ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL STOP WORK IMMEDIATELY AND NOTIFY THE CLIENT.
4. THE CONTRACTOR IS TO ENSURE THAT NO DAMAGE OR DEBRIS OCCURS ON THE ADJACENT PROPERTIES.
5. THE CONTRACTOR SHALL SEED ALL DISTURBED AREAS WITH LOW MAINTENANCE NATIVE GRASS AND COVER WITH APPROVED STRAW.
6. UNTIL THE COMPOUND IS SURROUNDED BY A PERMANENT FENCE, THE CONTRACTOR MUST ERECT A TEMPORARY FENCE AROUND THE TOWER AND POST A "NO TRESPASSING SIGN. ALL CLIMBING PEGS MUST BE REMOVED UP TO 20' UNTIL A PERMANENT FENCE IS INSTALLED.
7. THE CONTRACTOR MUST ENSURE THAT ALL DELIVERY TRUCKS WILL BE ABLE TO DELIVER THE MATERIAL TO THE COMPOUND. IF THE DELIVERY TRUCKS CAN NOT ACCESS THE COMPOUND THEN THE CONTRACTOR MUST MAKE OTHER ARRANGEMENTS TO GET THE MATERIAL TO THE COMPOUND. IF THIS IS REQUIRED THE CONTRACTOR MUST CONTACT KCI TECHNOLOGIES IMMEDIATELY. NO ADDITIONAL FEES WILL BE PASSED ON TO THE CLIENT.
8. PROPOSED TOWER AND FOUNDATION TO BE INSTALLED IN ACCORDANCE WITH THE TOWER MANUFACTURER PLANS PROVIDED BY CLIENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE UNLOADING OF TOWER MATERIALS DELIVERED TO SITE BY THE TOWER MANUFACTURER.
9. CONTRACTOR MUST REFER TO THE GEOTECH REPORT FOR ALL COMPACTED FILL RECOMMENDATIONS. IF THE GEOTECH REPORT CONFLICTS WITH THE CONSTRUCTION DRAWINGS THEN STOP WORK AND CONTACT THE CLIENT AS SOON AS POSSIBLE.
10. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL DOT AND/OR COUNTY SPECIFICATIONS PRIOR TO BID AND CONSTRUCTION. IF THE SPECIFICATIONS DIFFER FROM THE CONSTRUCTION DRAWINGS, THEN THE SPECIFICATIONS WILL GOVERN. NO ADDITIONAL COSTS FOR ADHERING TO THE SPECIFICATIONS WILL BE ALLOWED AFTER THE BID HAS BEEN ISSUED AND ACCEPTED NOR WILL PROJECT DELAYS BE TOLERATED.
11. AT THE TIME THE CONSTRUCTION DRAWINGS WERE COMPLETED, KCI TECHNOLOGIES DID NOT HAVE A COPY OF THE PROPOSED TOWER MANUFACTURER DRAWINGS THUS WE DO NOT KNOW THE EXACT SIZE OF THE OVERALL TOWER FOOTPRINT. THE CONTRACTOR MUST COMPARE THE CONSTRUCTION DRAWINGS WITH THE TOWER DRAWINGS PRIOR TO BID AND/OR CONSTRUCTION AND IF THEY FIND ANY DISCREPANCIES OR POSSIBLE ISSUES THEY MUST NOTIFY THE CLIENT IMMEDIATELY.

FLOOD ZONE INFORMATION	
FLOOD ZONE:	X
PANEL NUMBER:	48479C1215C
DATE:	04/02/2008
FLOOD ELEVATION:	N/A

OVERALL SITE PLAN

SCALE: 1"=100' (1"=50') ON 22"x34" SHEET)

1

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REVISIONS

NO.	DATE	DESCRIPTION
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0	06/18/24	ZONING DRAWINGS ISSUED
A	06/14/24	ISSUED FOR REVIEW

KCI PROJECT #:	482400457C
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CHECKED BY:	TWD

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SITE NAME:
WM3518 DERBY AVE

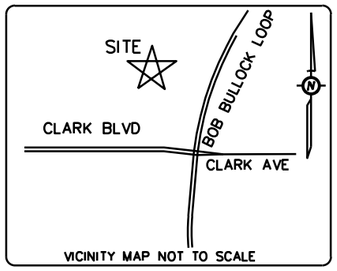
SITE NUMBER:
TX23187-S

SITE ADDRESS:
2320 BOB BULLOCK LOOP
LAREDO, TX 78043

DESIGN TYPE:
RAW LAND

SHEET TITLE:
OVERALL SITE PLAN

DRAWING NO.
C-1



PARENT PARCEL INFORMATION:
OWNER: WAL-MART REAL ESTATE BUSINESS TRUST, A DELAWARE BUSINESS TRUST
2320 BOB BULLOCK LOOP,
LAREDO, TX 78043
PARCEL ID #: 264646
GEO ID: 949-11001-030
DEED BOOK 33, PAGE 15-16

FAA 1-A INFORMATION:

LATITUDE: 27° 31' 11.25" N
LONGITUDE: 99° 27' 07.31" W

GROUND ELEVATION AT BASE OF PROPOSED TOWER: 418.8'

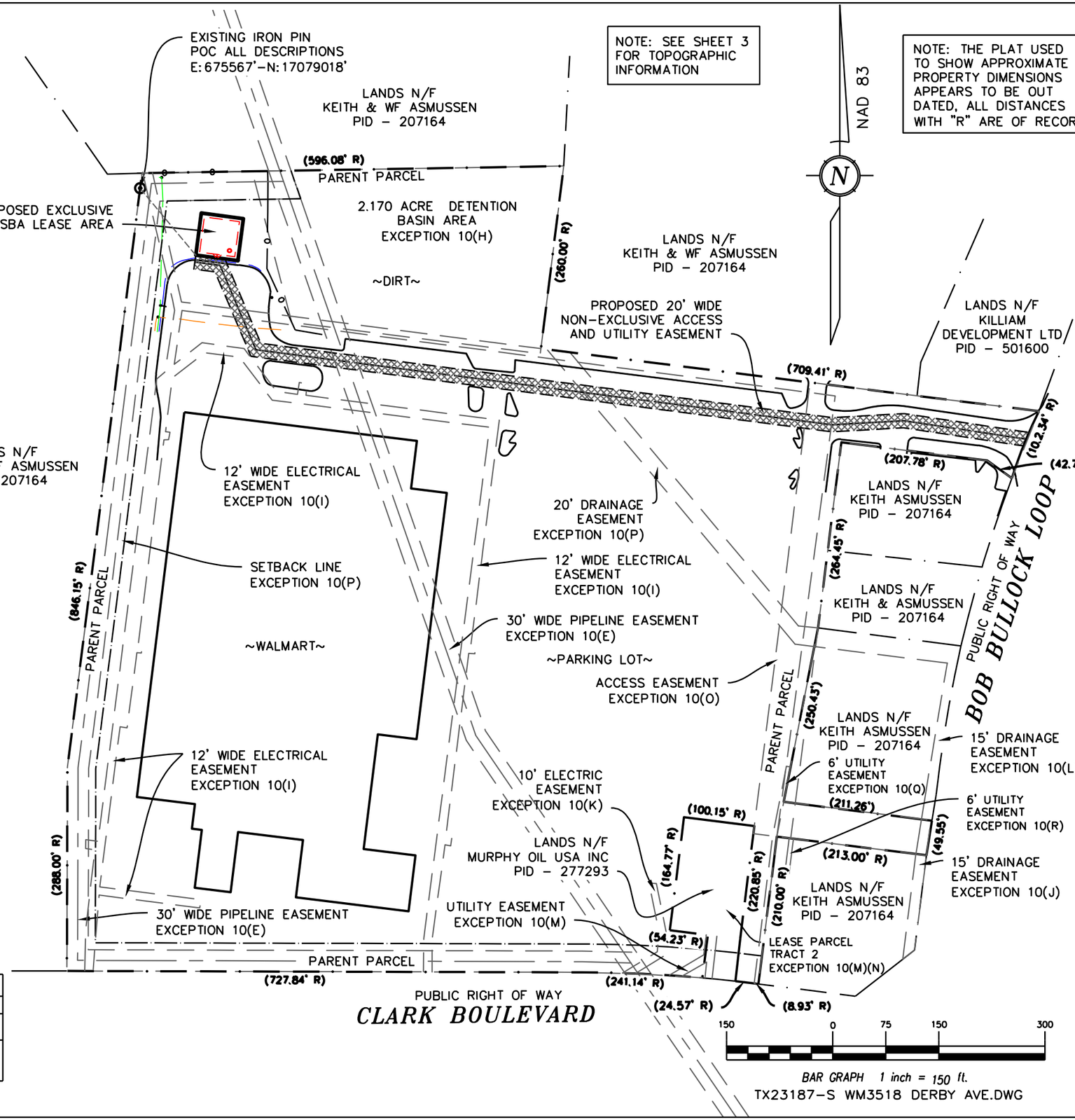
ZONING: N/A

THIS PARCEL OF LAND LIES WITHIN FLOOD ZONE X WHICH IS NOT A SPECIAL FLOOD HAZARD AREA AS PER F.I.R.M. PANEL NUMBER: 48479C1215C
EFFECTIVE DATE: 04/02/2008

LEGEND:
- ● : SET 5/8" REBAR, OR AS NOTED
- ○ : FOUND 1/2" REBAR, OR AS NOTED
- ■ : FOUND MONUMENT, OR AS NOTED
- (___) : RECORD DESCRIPTION DATA
- P.O.T. : POINT OF TERMINUS
- P.O.B. : POINT OF BEGINNING
- P.O.C. : POINT OF COMMENCEMENT
- —— o —— : FENCE AS NOTED
- —— OH —— : OVER HEAD UTILITY LINES
- : WOOD UTILITY POLE
- : ELECTRIC TRANSFORMER
- T : TELCO PEDESTAL
- HH : HAND HOLE
- N/A : NOT AVAILABLE
- N/F : LANDS NOW/FORMERLY
- : FLOOD LIGHT
- : UNDERGROUND FIBER MARKER

AREA	SQUARE FEET	ACRES
PARENT PARCEL	1032577	23.70
PROPOSED EXCLUSIVE SBA LEASE AREA	3600	0.08
PROPOSED 20' WIDE NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT	24261	0.58

SHEET 1 OF 4



RAWLAND SURVEY

KIMLEY HORN

SITE: WM3518 DERBY AVE
SITE #: TX23187-S
ADDRESS: 2320 BOB BULLOCK LOOP
LAREDO TX 78043
WEBB COUNTY

NATIONAL SURVEY SERVICES COORDINATION BY:

GEOLINE SURVEYING, INC.
13430 NW 104th Terrace, Suite A Alachua, FL 32615
Office:(386) 418-0500 Fax:(386) 462-9986
WWW.GEOLINEINC.COM

SURVEY WORK PERFORMED BY:

JONATHAN MURPHY
Professional Land Surveying
10505 Leafwood Place (919) 280-8189
Raleigh NC 27613 FAX 995-9616
E-MAIL : raleigh@murphygeomatics.com FIRM C-2757

SURVEYOR'S NOTES

1. BASIS OF BEARING: TX GRID SOUTH ZONE NAD83

2. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.

3. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA, UNLESS OTHERWISE SHOWN HEREON. THERE ARE NO ENCROACHMENTS INTO OR BEYOND THE DESCRIBED SBA EXCLUSIVE LEASE AREA.

4. NOT ALL SYMBOLS SHOWN HEREON ARE DEPICTED TO SCALE.

5. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY TO:
SBA TOWERS X, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND FIDELITY NATIONAL TITLE INSURANCE COMPANY, TITLE COMMITMENT NO. 5000002973, GF NO. 226068-DGS, EFFECTIVE DATE NOVEMBER 8, 2023 AT 8:00 AM.

MURPHY GEOMATICS

JONATHAN MURPHY
LAND SURVEYOR - 7062
DATE: 01/18/2024

FIELD DATE: 12/1/2023 TX FIRM NO. 10194850

EXISTING IRON PIN
POC ALL DESCRIPTIONS
E:675567'-N:17079018'

POC TIE
S39°47'08"E
122.82'

PROPOSED EXCLUSIVE SBA LEASE AREA

PARENT PARCEL

POB PROPOSED 20' WIDE NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT

BLUE PAINT (WATER)

GREEN PAINT (SEPTIC)

L1

L2

L3

~DIRT~

129.58'
S23°02'13"E

129.62'
N23°02'13"W

CURB (TYP)

814.42'
S82°35'51"E

PARENT PARCEL

N82°35'51"W
827.73'

ORANGE PAINT (TELECOM)

LINE TABLE		
LINE	BEARING	LENGTH
L1	S82° 25' 15"E	41.64
L2	N82° 25' 15"W	30.23
L3	N7° 34' 45"E	20.00

NAD 83

N

101.71'
N86°46'30"E

178.34'
S81°23'40"E

S86°46'30"W
101.50'

N81°23'40"W
171.28'

S22°37'21"W
20.61'

PUBLIC RIGHT
BOB BULLOCK LOOP

20' WIDE NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT

PARENT PARCEL

~WALMART~

~PARKING LOT~

150 0 75 150 300

BAR GRAPH 1 inch = 150 ft.

TX23187-S WM3518 DERBY AVE.DWG

SHEET 2 OF 4

RAWLAND SURVEY

KIMLEY HORN

SITE: WM3518 DERBY AVE
SITE #: TX23187-S
ADDRESS: 2320 BOB BULLOCK LOOP
LAREDO TX 78043
WEBB COUNTY

NATIONAL SURVEY SERVICES COORDINATION BY:

GEOLINE SURVEYING, INC.
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Office:(386) 418-0500 Fax:(386) 462-9986
WWW.GEOLINEINC.COM

SURVEY WORK PERFORMED BY:

JONATHAN MURPHY
Professional Land Surveying
10505 Leafwood Place (919) 280-8189
Raleigh NC 27613 FAX 995-9616
E-MAIL : raleigh@murphygeomatics.com FIRM C-2757

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TX GRID SOUTH ZONE NAD83

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4. NOT ALL SYMBOLS SHOWN HEREON ARE DEPICTED TO SCALE.

5. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

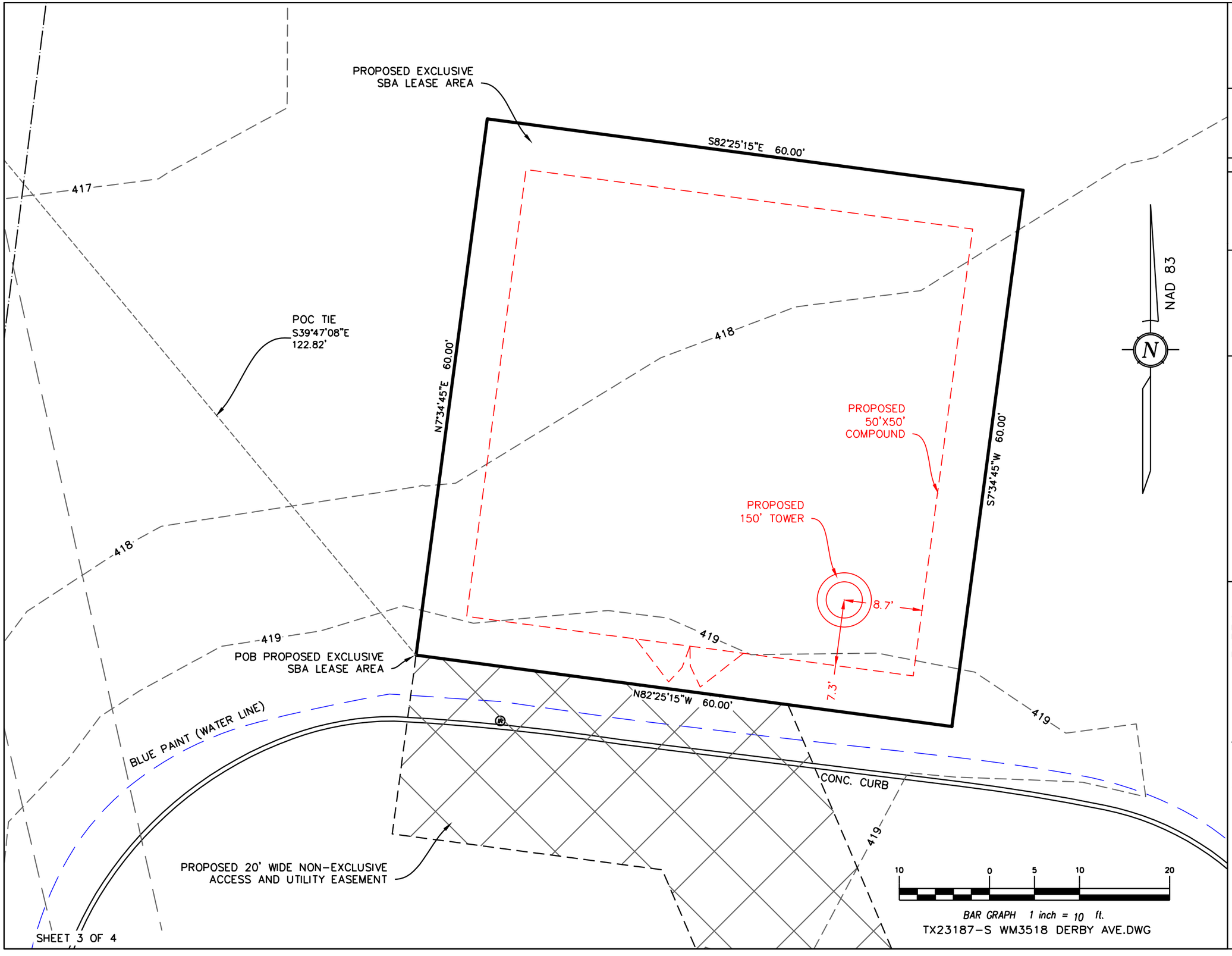
SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY TO:
SBA TOWERS X, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND FIDELITY NATIONAL TITLE INSURANCE COMPANY, TITLE COMMITMENT NO. 5000002973, GF NO. 226068-DGS, EFFECTIVE DATE NOVEMBER 8, 2023 AT 8:00 AM.

MURPHY GEOMATICS

JONATHAN MURPHY
LAND SURVEYOR - 7062
DATE: 01/18/2024

FIELD DATE: 12/1/2023 TX FIRM NO. 10194850



RAWLAND SURVEY

KIMLEY HORN

SITE: WM3518 DERBY AVE
SITE #: TX23187-S
ADDRESS: 2320 BOB BULLOCK LOOP
LAREDO TX 78043
WEBB COUNTY

NATIONAL SURVEY SERVICES COORDINATION BY:

GEOLINE
SURVEYING, INC.
13430 NW 104th Terrace, Suite A Alachua, FL 32615
Office:(386) 418-0500 Fax:(386) 462-9986
WWW.GEOLINEINC.COM

SURVEY WORK PERFORMED BY:

JONATHAN MURPHY
Professional Land Surveying
10505 Leafwood Place (919) 280-8189
Raleigh NC 27613 FAX 995-9616
E-MAIL : raleigh@murphygeomatics.com FIRM C-2757

SURVEYOR'S NOTES

1. BASIS OF BEARING:
TX GRID SOUTH ZONE NAD83

2. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.

3. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA, UNLESS OTHERWISE SHOWN HEREON. THERE ARE NO ENCROACHMENTS INTO OR BEYOND THE DESCRIBED SBA EXCLUSIVE LEASE AREA.

4. NOT ALL SYMBOLS SHOWN HEREON ARE DEPICTED TO SCALE.

5. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY TO:
SBA TOWERS X, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND FIDELITY NATIONAL TITLE INSURANCE COMPANY, TITLE COMMITMENT NO. 5000002973, GF NO. 226068-DGS, EFFECTIVE DATE NOVEMBER 8, 2023 AT 8:00 AM.

MURPHY GEOMATICS

JONATHAN MURPHY
LAND SURVEYOR – 7062
DATE: 01/18/2024

FIELD DATE: 12/1/2023 *TX FIRM NO. 10194850*

SURVEYORS REVIEW OF FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 5000002973 COMMITMENT DATE: NOVEMBER 8, 2023 AT 8:00 AM.

SCHEDULE B, SECTION II:

1. THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW (WE MUST EITHER INSERT SPECIFIC RECORDING DATA OR DELETE THIS EXCEPTION):
INTENTIONALLY LEFT BLANK
-STANDARD EXCEPTION.
2. ANY DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA OR BOUNDARY LINES, OR ANY ENCROACHMENTS OR PROTRUSIONS, OR ANY OVERLAPPING OF IMPROVEMENTS.
-STANDARD EXCEPTION.
3. HOMESTEAD OR COMMUNITY PROPERTY OR SURVIVORSHIP RIGHTS, IF ANY, OF ANY SPOUSE OF ANY INSURED.
(APPLIES TO THE OWNER POLICY ONLY).
-STANDARD EXCEPTION.
4. ANY TITLES OR RIGHTS ASSERTED BY ANYONE, INCLUDING, BUT NOT LIMITED TO, PERSONS, THE PUBLIC, CORPORATIONS, GOVERNMENTS
OR OTHER ENTITIES,
A. TO TIDELANDS, OR LANDS COMPRISING THE SHORES OR BEDS OF NAVIGABLE OR PERENNIAL RIVERS AND STREAMS, LAKES, BAYS, GULFS OR OCEANS, OR
B. TO LANDS BEYOND THE LINE OF HARBOR OR BULKHEAD LINES AS ESTABLISHED OR CHANGED BY ANY GOVERNMENT, OR
C. TO FILLED-IN LANDS, OR ARTIFICIAL ISLANDS, OR
D. TO STATUTORY WATER RIGHTS, INCLUDING RIPARIAN RIGHTS, OR
E. TO THE AREA EXTENDING FROM THE LINE OF MEAN LOW TIDE TO THE LINE OF VEGETATION, OR THE RIGHTS OF ACCESS TO THAT AREA OR EASEMENT ALONG AND ACROSS THAT AREA.
(APPLIES TO THE OWNER POLICY ONLY.)
-STANDARD EXCEPTION.
5. STANDBY FEES, TAXES AND ASSESSMENTS BY ANY TAXING AUTHORITY FOR THE YEAR 2024, AND SUBSEQUENT YEARS; AND SUBSEQUENT TAXES AND ASSESSMENTS BY ANY TAXING AUTHORITY FOR PRIOR YEARS DUE TO CHANGE IN LAND USAGE OR OWNERSHIP, BUT NOT THOSE TAXES OR ASSESSMENTS FOR PRIOR YEARS BECAUSE OF AN EXEMPTION GRANTED TO A PREVIOUS OWNER OF THE PROPERTY UNDER SECTION 11.13, TEXAS TAX CODE, OR BECAUSE OF IMPROVEMENTS NOT ASSESSED FOR A PREVIOUS TAX YEAR.
-STANDARD EXCEPTION.
6. THE TERMS AND CONDITIONS OF THE DOCUMENTS CREATING YOUR INTEREST IN THE LAND.
-STANDARD EXCEPTION.
7. MATERIALS FURNISHED OR LABOR PERFORMED IN CONNECTION WITH PLANNED CONSTRUCTION BEFORE SIGNING AND DELIVERING THE LIEN DOCUMENT DESCRIBED IN SCHEDULE A, IF THE LAND IS PART OF THE HOMESTEAD OF THE OWNER. (APPLIES TO THE MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN ONLY, AND MAY BE DELETED IF SATISFACTORY EVIDENCE IS FURNISHED TO US BEFORE A BINDER IS ISSUED.)
-STANDARD EXCEPTION.
8. LIENS AND LEASES THAT AFFECT THE TITLE TO THE LAND, BUT THAT ARE SUBORDINATE TO THE LIEN OF THE INSURED MORTGAGE.
(APPLIES TO MORTGAGEE POLICY (T-2) ONLY.)
-STANDARD EXCEPTION.
9. THE EXCEPTIONS FROM COVERAGE AND EXPRESS INSURANCE IN SCHEDULE B OF THE TEXAS SHORT FORM RESIDENTIAL MORTGAGEE POLICY (T-2R). (APPLIES TO TEXAS SHORT FORM RESIDENTIAL MORTGAGEE POLICY (T-2R) ONLY. SEPARATE EXCEPTIONS 1 THROUGH 8 OF THIS SCHEDULE B DO NOT APPLY TO THE TEXAS SHORT FORM RESIDENTIAL MORTGAGEE POLICY (T-2R).
-STANDARD EXCEPTION.
10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS
(WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):
A. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF THE GEOTHERMAL ENERGY AND ASSOCIATED RESOURCES BELOW THE SURFACE OF THE LAND, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF THE GEOTHERMAL ENERGY AND ASSOCIATED RESOURCES BELOW THE SURFACE OF THE LAND THAT ARE NOT LISTED.
-STANDARD EXCEPTION.
B. RIGHTS OF PARTIES IN POSSESSION. (OWNER'S TITLE POLICY).
-STANDARD EXCEPTION.
C. ANY VISIBLE AND APPARENT ROADWAY OR EASEMENT OVER OR ACROSS THE SUBJECT PROPERTY, THE EXISTENCE OF WHICH DOES NOT APPEAR OF RECORD. (OWNER'S TITLE POLICY ONLY).
-STANDARD EXCEPTION.
D. ALL OIL, GAS AND OTHER MINERALS AS RESERVED IN THE FOLLOWING INSTRUMENTS RECORDED IN VOLUME 522, PAGE 774, IN VOLUME 252, PAGE 21, AND IN VOLUME 684, PAGE 459, WEBB COUNTY DEED RECORDS.
-NOT A SURVEY MATTER.
E. PIPELINE EASEMENT FROM ANITA UGARTE LUCAS, ET AL TO V. F. NEUHAUS AS SET OUT IN VOLUME 221, PAGE 35, WEBB COUNTY DEED RECORDS, AMENDED BY INSTRUMENT RECORDED IN VOLUME 88, PAGE 124, WEBB COUNTY OFFICIAL RECORDS; FURTHER AMENDED BY INSTRUMENT RECORDED IN VOLUME 1086, PAGES 481-488, WEBB COUNTY OFFICIAL RECORDS.
-AFFECTS PARENT PARCEL. 30' WIDE PIPELINE EASEMENTS AS SHOWN.
F. EASEMENTS WITH COVENANTS AND RESTRICTIONS DATED JUNE 25, 2001 EXECUTED BY AND BETWEEN WAL-MART REAL ESTATE BUSINESS TRUST AND KILLAM OIL CO. AND RECORDED IN VOLUME 1069, PAGES 417-443, AND IN PAGES 444-464, WEBB COUNTY OFFICIAL RECORDS.
-AFFECTS PARENT PARCEL. PARENT PARCEL AS SHOWN.
G. SUBJECT TO TERMS AND CONDITIONS AS PER STANDARD MAINTENANCE AND MONITORING AGREEMENT DATED NOVEMBER 5, 2001 EXECUTED BY AND BETWEEN WAL-MART REAL ESTATE BUSINESS TRUST AND THE CITY OF LAREDO, AND RECORDED IN VOLUME 1133, PAGES 607-613, WEBB COUNTY OFFICIAL RECORDS.
-DOES NOT AFFECT PARENT PARCEL. EASEMENT LOCATED NEAR SARA ROAD.
H. SUBJECT TO TERMS AND CONDITIONS AS PER STANDARD MAINTENANCE AND MONITORING AGREEMENT DATED NOVEMBER 5, 2001 EXECUTED BY AND BETWEEN WAL-MART REAL ESTATE BUSINESS TRUST AND THE CITY OF LAREDO, AND RECORDED IN VOLUME 1134, PAGES 688-694, WEBB COUNTY OFFICIAL RECORDS.
-AFFECTS PARENT PARCEL. 2.170 ACRES DETENTION BASIN AREA AS SHOWN.
I. EASEMENT AND RIGHT OF WAY DATED JANUARY 21, 2002 EXECUTED BY WAL-MART REAL ESTATE BUSINESS TRUST TO CENTRAL POWER AND LIGHT CO. AND RECORDED IN VOLUME 1182, PAGES 213-216, WEBB COUNTY OFFICIAL RECORDS.
-AFFECTS PARENT PARCEL. 12' WIDE C.P.L. ELECTRICAL EASEMENTS AS SHOWN.
J. DRAINAGE EASEMENT DATED MAY 23, 2002 EXECUTED BY KILLAM OIL CO., LTD. TO CITY OF LAREDO AND RECORDED IN VOLUME 1219, PAGES 456-459, WEBB COUNTY OFFICIAL RECORDS.
-AFFECTS PARENT PARCEL. 15' DRAINAGE EASEMENT AS SHOWN.
K. EASEMENT AND RIGHT OF WAY DATED JUNE 12, 2002 EXECUTED BY WAL-MART REAL ESTATE BUSINESS TRUST TO CENTRAL POWER AND LIGHT CO., AND RECORDED IN VOLUME 1241, PAGES 87-91, WEBB COUNTY OFFICIAL RECORDS.
-AFFECTS PARENT PARCEL. 10' ELECTRIC EASEMENT AS SHOWN.
L. DRAINAGE EASEMENT DATED NOVEMBER 1, 2002 EXECUTED BY WAL-MART REAL ESTATE BUSINESS TRUST TO CITY OF LAREDO AND RECORDED IN VOLUME 1304, PAGES 748-751, WEBB COUNTY OFFICIAL RECORDS.
-AFFECTS PARENT PARCEL. 15' DRAINAGE EASEMENT AS SHOWN.
M. SUBJECT TO TERMS AND CONDITIONS AS SET FORTH IN STORM WATER DRAINAGE AND UTILITY EASEMENT DATED APRIL 25, 2002 EXECUTED BY AND BETWEEN WAL-MART REAL ESTATE BUSINESS TRUST & MURPHY OIL USA AND RECORDED IN VOLUME 1311, PAGES 456-467, WEBB COUNTY OFFICIAL RECORDS.
-AFFECTS PARENT PARCEL. LEASE PARCEL AND UTILITY EASEMENT AS SHOWN.
N. SUBJECT TO EASEMENT WITH COVENANTS AND RESTRICTIONS DATED APRIL 25, 2008 EXECUTED BY AND BETWEEN WAL-MART REAL ESTATE BUSINESS TRUST AND MURPHY OIL USA INC. AND RECORDED IN VOLUME 2695, PAGES 641-662, WEBB COUNTY OFFICIAL RECORDS.
-AFFECTS PARENT PARCEL. TRACT 2 AS SHOWN.
O. SUBJECT TO TERMS AND CONDITIONS AS PER ACCESS EASEMENT DATED NOVEMBER 25, 2014 EXECUTED BY AND BETWEEN WAL-MART REAL ESTATE BUSINESS TRUST, AND CFT DEVELOPMENTS, LLC AND RECORDED IN VOLUME 3715, PAGES 155-164, WEBB COUNTY OFFICIAL RECORDS.
-AFFECTS PARENT PARCEL. ACCESS EASEMENT AS SHOWN.
P. SUBJECT TO SETBACK LINES, UTILITY AND DRAINAGE EASEMENTS AND PLAT NOTATIONS AS PER PLAT OF PONDEROSA COMMERCIAL SUBDIVISION UNIT 1, RECORDED IN VOLUME 21, PAGE 99, WEBB COUNTY PLAT RECORDS; AND AS PER REPLAT RECORDED IN VOLUME 28, PAGES 18-19, WEBB COUNTY PLAT RECORDS; AND AS PER REPLAT RECORDED IN VOLUME 33, PAGES 15-16, WEBB COUNTY PLAT RECORDS.
-AFFECTS PARENT PARCEL. SETBACK LINE, DRAINAGE EASEMENT AND OTHER EASEMENTS AS SHOWN.
Q. UTILITY EASEMENT AGREEMENT DATED JUNE 29, 2015 EXECUTED BY AND BETWEEN WAL-MART REAL ESTATE BUSINESS TRUST TO CFT NV DEVELOPMENTS, LLC AND RECORDED IN VOLUME 3826, PAGES 488-499, WEBB COUNTY OFFICIAL RECORDS.
-AFFECTS PARENT PARCEL. 6' UTILITY EASEMENT AS SHOWN.
R. EASEMENT AND RIGHT OF WAY DATED DECEMBER 3, 2015 EXECUTED BY WAL-MART REAL ESTATE BUSINESS TRUST TO AEP TEXAS CENTRAL COMPANY AND RECORDED IN VOLUME 3896, PAGES 273-278, WEBB COUNTY OFFICIAL RECORDS.
-DOES NOT AFFECT PARENT PARCEL. 6' UTILITY EASEMENT AS SHOWN.

LEGAL DESCRIPTION: PROPOSED EXCLUSIVE SBA LEASE AREA (CREATED BY THIS OFFICE)

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE CITY OF LAREDO, COUNTY OF WEBB, STATE OF TEXAS, HAVING PARCEL ID: 264646, FURTHER DESCRIBED AS:
COMMENCING FROM AN EXISTING IRON PIN, FOUND ON LINE 21.60' FROM THE NORTHWEST CORNER OF SAID PARCEL, AND HAVING TEXAS STATE PLANE COORDINATES E:675567'-N:17079018';
THENCE, S 39° 47' 08" E FOR A DISTANCE OF 122.82 FEET TO THE POINT OF BEGINNING;
THENCE, N 07° 34' 45" E FOR A DISTANCE OF 60.00 FEET TO A POINT;
THENCE, S 82° 25' 15" E FOR A DISTANCE OF 60.00 FEET TO A POINT;
THENCE, S 07° 34' 45" W FOR A DISTANCE OF 60.00 FEET TO A POINT;
THENCE, N 82° 25' 15" W FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3,600 SQFT -OR- 0.08 ACRES.

LEGAL DESCRIPTION: PROPOSED 20' WIDE ACCESS AND UTILITY EASEMENT (CREATED BY THIS OFFICE)

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE CITY OF LAREDO, COUNTY OF WEBB, STATE OF TEXAS, HAVING PARCEL ID: 264646, FURTHER DESCRIBED AS:
COMMENCING FROM AN EXISTING IRON PIN, FOUND ON LINE 21.60' FROM THE NORTHWEST CORNER OF SAID PARCEL, AND HAVING TEXAS STATE PLANE COORDINATES E:675567'-N:17079018';
THENCE, S 39° 47' 08" E FOR A DISTANCE OF 122.82 FEET TO THE POINT OF BEGINNING;
THENCE, S 82° 25' 15" E FOR A DISTANCE OF 41.64 FEET TO A POINT;
THENCE, S 23° 02' 13" E FOR A DISTANCE OF 129.58 FEET TO A POINT;
THENCE, S 82° 35' 51" E FOR A DISTANCE OF 814.42 FEET TO A POINT;
THENCE, N 86° 46' 30" E FOR A DISTANCE OF 101.71 FEET TO A POINT;
THENCE, S 81° 23' 40" E FOR A DISTANCE OF 154.07 FEET TO A POINT LYING ON THE WESTERN RIGHT OF WAY OF BOB BULLOCK LOOP, A DEDICATED PUBLIC RIGHT OF WAY;
THENCE, ALONG SAID RIGHT OF WAY, S 18° 12' 35" W FOR A DISTANCE OF 20.28 FEET TO A POINT;
THENCE, DEPARTING SAID RIGHT OF WAY, N 81° 23' 40" W FOR A DISTANCE OF 148.61 FEET TO A POINT;
THENCE, S 86° 46' 30" W FOR A DISTANCE OF 101.50 FEET TO A POINT;
THENCE, N 82° 35' 51" W FOR A DISTANCE OF 827.73 FEET TO A POINT;
THENCE, N 23° 02' 13" W FOR A DISTANCE OF 129.62 FEET TO A POINT;
THENCE, N 82° 25' 15" W FOR A DISTANCE OF 30.23 FEET TO A POINT;
THENCE, N 07° 34' 45" E FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 24,791 SQFT -OR- 0.57 ACRES.

LEGAL DESCRIPTION: PARENT PARCEL (AS PROVIDED)

AN INTEREST IN LAND, SAID INTEREST BEING OVER A PORTION OF THE FOLLOWING DESCRIBED PARENT PARCEL:

SITUATED IN WEBB COUNTY, TEXAS AND BEING LOT NUMBER THREE-A-ONE (3A1), IN BLOCK NUMBER ONE (1), PONDEROSA COMMERCIAL SUBDIVISION UNIT 1, A SUBDIVISION SITUATED IN THE CITY OF LAREDO AS PER REPLAT RECORDED IN VOLUME 33, PAGES 15-16, WEBB COUNTY PLAT RECORDS.

RAWLAND SURVEY

KIMLEY HORN

SITE: WM3518 DERBY AVE
SITE #: TX23187-S
ADDRESS: 2320 BOB BULLOCK LOOP
LAREDO TX 78043
WEBB COUNTY

NATIONAL SURVEY SERVICES COORDINATION BY:

GEOLINE
SURVEYING, INC.
13430 NW 104th Terrace, Suite A Alachua, FL 32615
Office:(386) 418-0500 Fax:(386) 462-9986
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SURVEY WORK PERFORMED BY:

JONATHAN MURPHY
Professional Land Surveying
10505 Leafwood Place (919) 280-8189
Raleigh NC 27613 FAX 995-9616
E-MAIL : raleigh@murphygeomatics.com FIRM C-2757

SURVEYOR'S NOTES

1. BASIS OF BEARING:
TX GRID SOUTH ZONE NAD83

2. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.

3. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA, UNLESS OTHERWISE SHOWN HEREON. THERE ARE NO ENCROACHMENTS INTO OR BEYOND THE DESCRIBED SBA EXCLUSIVE LEASE AREA.

4. NOT ALL SYMBOLS SHOWN HEREON ARE DEPICTED TO SCALE.

5. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

SURVEYOR'S CERTIFICATION

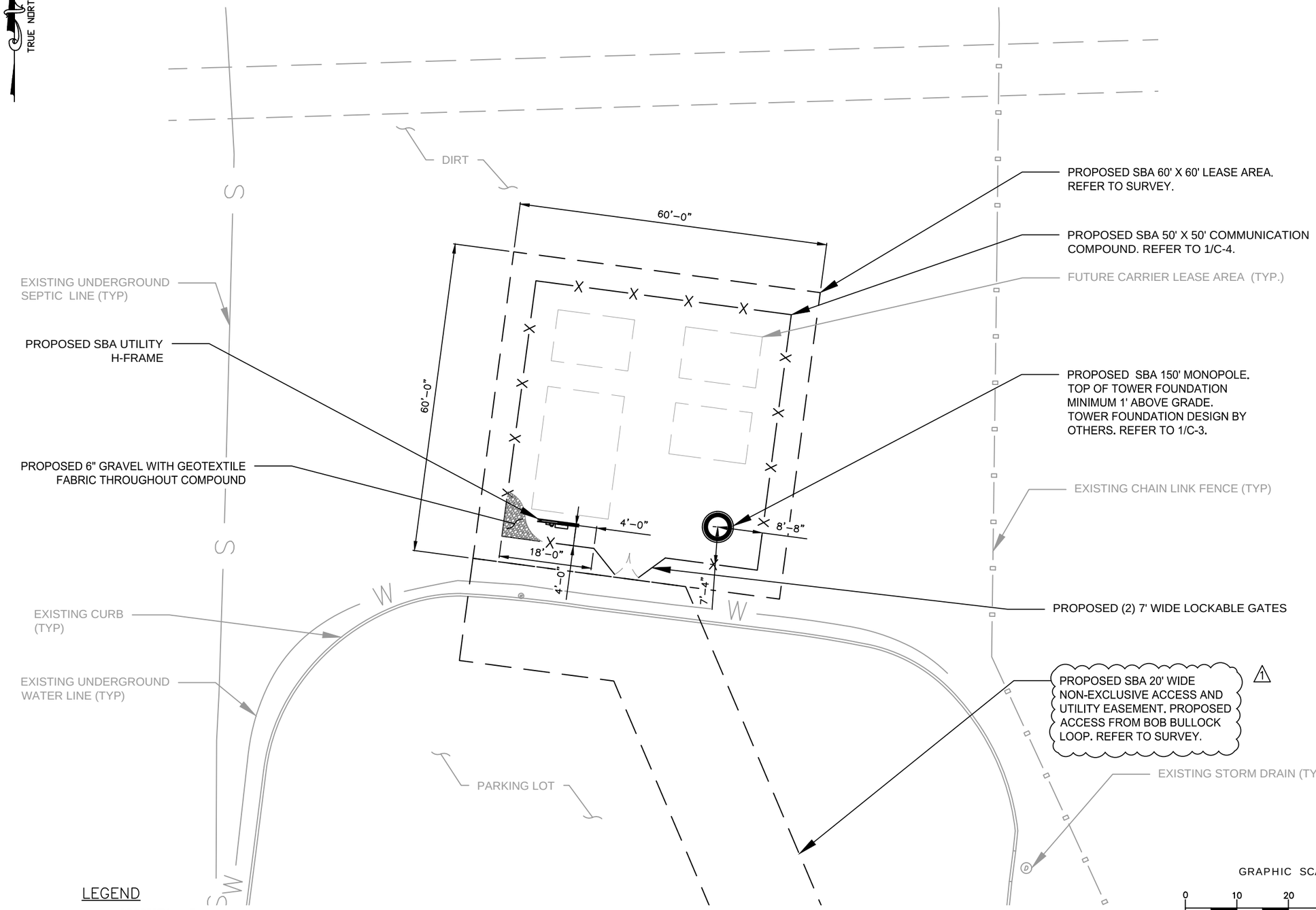
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MURPHY GEOMATICS

JONATHAN MURPHY
LAND SURVEYOR - 7062
DATE: 01/18/2024

FIELD DATE: 12/1/2023 *TX FIRM NO. 10194850*

Exhibit B



LEGEND

- PROPERTY LINE
- EX. BUILDING
- EX. FEATURES
- EX. TREE LINE
- EX. FENCE
- PROP. FEATURES

GRAPHIC SCALE

0 10 20 40

(IN FEET)

ENLARGED SITE PLAN

SCALE: 1"=20' (1"=10') ON 22"x34" SHEET)

1

KCI TECHNOLOGIES

KCI TECHNOLOGIES, INC.
4041 Crescent Park Dr
Riverview, FL 33578
Phone: 813.740.2300
TX Business License #10573

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

REVISIONS

NO.	DATE	DESCRIPTION
1	07/02/24	REVISED PER COMMENTS
0	06/18/24	ZONING DRAWINGS ISSUED
A	06/14/24	ISSUED FOR REVIEW

KCI PROJECT #:	482400457C
DRAWN BY:	HNG
CHECKED BY:	TWD

THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JAMES T. FENNELL PE (#114838) ON THE DATE SHOWN ON THE T-1 SHEET USING A DIGITAL SIGNATURE IN ACCORDANCE WITH F.A.C. 61G15-23.004, WITH A DIGITAL CERTIFICATE ISSUED BY ENTRUST, INC. PLEASE REFERENCE SHEET T-1 TO VIEW THE SIGNATURE AND VERIFY ITS PROPERTIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA-1 AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SBA

SBA TOWERS, INC.
8051 CONGRESS AVE
BOCA RATON, FL 33487
TEL: (561) 226-9523
FAX: (561) 226-9368

SITE NAME:
WM3518 DERBY AVE

SITE NUMBER:
TX23187-S

SITE ADDRESS:
2320 BOB BULLOCK LOOP
LAREDO, TX 78043

DESIGN TYPE:
RAW LAND

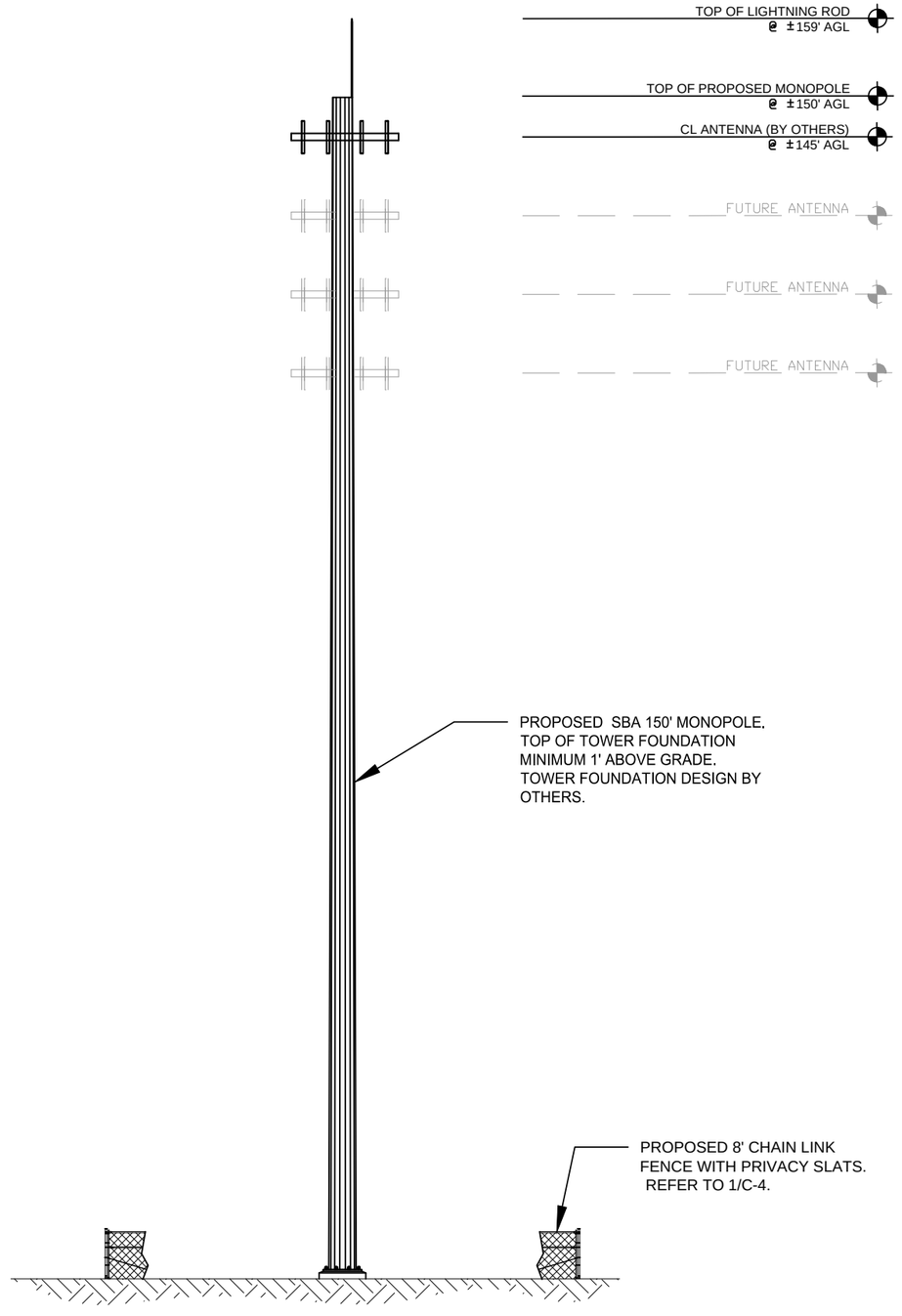
SHEET TITLE:
ENLARGED SITE PLAN

DRAWING NO.
C-2

STRUCTURAL NOTES:

1. STRUCTURAL CALCULATION PREPARED BY OTHERS. CONTRACTOR TO COORDINATE WITH CLIENT REPRESENTATIVE TO OBTAIN A COPY.
2. CONTRACTOR TO REFER TO TOWER STRUCTURAL CALCULATIONS FOR ADDITIONAL LOADS. NO ERECTION OR MODIFICATION OF TOWER SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.
3. DESIGN REQUIREMENTS PER LOCAL BUILDING CODE AND THE E1A/TIA-222-G STRUCTURAL STANDARDS FOR STEEL ANTENNAS TOWERS AND SUPPORTING STRUCTURES.
4. STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF A.I.S.C. SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS-ALLOWABLE STRESS DESIGN AND PLASTIC DESIGN INCLUDING THE COMMENTARY AND THE A.I.S.C. CODE OF STANDARD PRACTICE.
5. STRUCTURAL STEEL PLATES AND SHAPES SHALL CONFORM TO ASTM A36. ALL STRUCTURAL STEEL PIPES SHALL CONFORM TO ASTM A53 GRADE 8. ALL STRUCTURAL STEEL TUBING SHALL CONFORM TO ASTM A500 GRACE 8. ALL STRUCTURAL STEEL COMPONENTS AND FABRICATED ASSEMBLIES SHALL BE HOT DIP GALVANIZED AFTER FABRICATION.
6. WELDING SHALL BE IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY (AWS) D.1.1-96. STRUCTURAL WELDING CODE-STEEL WELD ELECTRODES SHALL BE E70XX.
7. ALL COAXIAL CABLE CONNECTORS AND TRANSMITTER EQUIPMENT SHALL BE AS SPECIFIED BY THE OWNER AND IS NOT INCLUDED IN THESE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL FURNISH ALL CONNECTION HARDWARE REQUIRED TO SECURE THE CABLES. CONNECTION HARDWARE SHALL BE STAINLESS STEEL.
8. NORTH ARROW SHOWN ON PLANS REFERS TO TRUE NORTH. CONTRACTOR SHALL VERIFY NORTH AND INFORM OWNER OF ANY DISCREPANCY BEFORE STARTING CONSTRUCTION.
9. ALL CAST IN PLACE CONCRETE SHALL BE MIXED AND PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF ACI 318 AND AC1 301, AND SHALL HAVE A 28 DAY MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI (U.O.N.). CONCRETE SHALL BE PLACED AGAINST UNDISTURBED SOIL UNLESS OTHERWISE NOTED. MINIMUM CONCRETE COVER SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
10. ALL REINFORCING STEEL SHALL CONFORM TO ASTM 615 GRADE 80, DEFORMED BILLET STEEL BARS. WELDED WIRE FABRIC REINFORCING SHALL CONFORM TO ASTM A185.
11. THE FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE LATEST A.I.S.C. SPECIFICATIONS.
12. ALL CONNECTIONS NOT FULLY DETAILED ON THESE PLANS SHALL BE DETAILED BY THE STEEL FABRICATOR IN ACCORDANCE WITH A.I.S.C. SPECIFICATIONS.
13. HOT-DIP GALVANIZE ITEMS SPECIFIED TO BE ZINC-COATED. AFTER FABRICATION WHERE PRACTICAL. GALVANIZING: ASTM A 123, ASTM A 153/A 153M OR ASTM A 653/A 653M, G90, AS APPLICABLE.
14. REPAIR DAMAGED SURFACES WITH GALVANIZING REPAIR METHOD AND PAINT' CONFORMING TO ASTM A 780 OR BY APPLICATION OF STICK OR THICK PASTE MATERIAL SPECIFICALLY DESIGNED FOR REPAIR OF GALVANIZING. CLEAN AREAS TO BE REPAIRED, AND REMOVE SLAG FROM WELDS. HEAT SURFACES TO WHICH STICK OR PASTE MATERIAL IS APPLIED WITH A TORCH TO A TEMPERATURE SUFFICIENT TO MELT THE METALLICS. IN STICK OR PASTE, SPREAD MOLTEN MATERIAL UNIFORMLY OVER SURFACES TO BE COATED AND WIPE OFF EXCESS MATERIAL.
15. CONTRACTOR SHALL FOLLOW THE MANUFACTURER'S INSTRUCTIONS/ SPECIFICATIONS IF NO INFORMATION IS CONTAINED IN THESE PLANS OR IF THE MANUFACTURER'S SPECIFICATIONS ARE STRICTER.

1



TOWER ELEVATION

SCALE: N.T.S.

1

KCI TECHNOLOGIES, INC.
4041 Crescent Park Dr
Riverview, FL 33578
Phone: 813.740.2300
TX Business License #10573

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A	06/14/24	ISSUED FOR REVIEW

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DRAWN BY:	HNG
CHECKED BY:	TWD

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FAX: (561) 226-9368

SITE NAME: WM3518 DERBY AVE

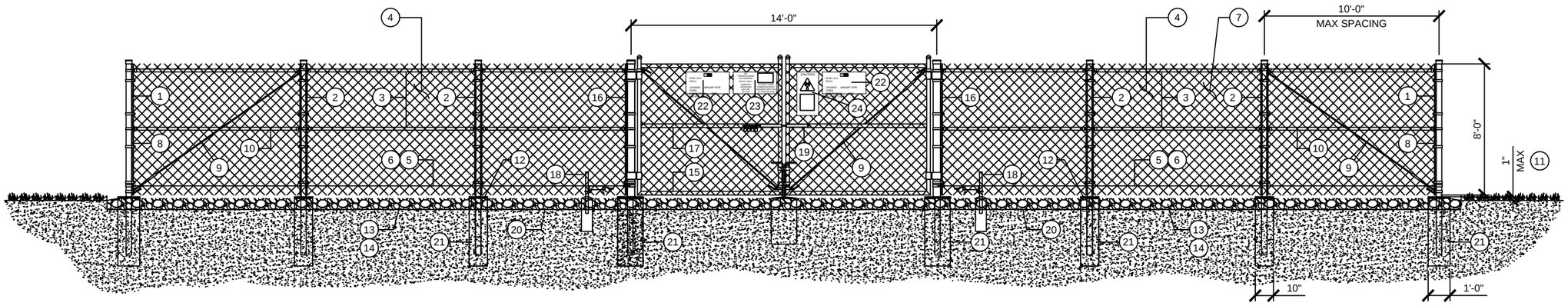
SITE NUMBER: TX23187-S

SITE ADDRESS: 2320 BOB BULLOCK LOOP
LAREDO, TX 78043

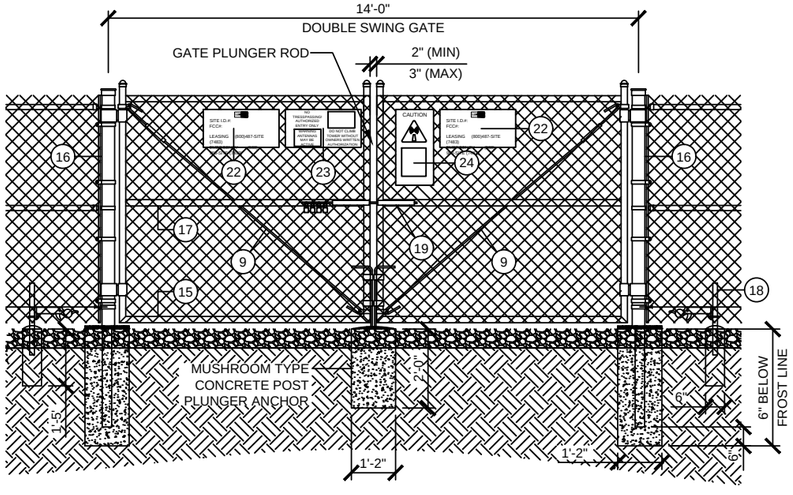
DESIGN TYPE: RAW LAND

SHEET TITLE: TOWER ELEVATION

DRAWING NO. C-3



1 TYPICAL FENCING DETAIL SCALE: N.T.S.



2 DOUBLE-SWING GATE DETAIL SCALE: N.T.S.

GENERAL NOTES:

1. INSTALL FENCING PER ASTM F-567
2. INSTALL SWING GATES PER ASTM F- 900
3. LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLIED IF REQUIRED.
4. POST & GATE PIPE SIZES ARE INDUSTRY STANDARDS. ALL PIPE TO BE GALVANIZED (HOT DIP, ASTM A120 GRADE "A" STEEL). ALL GATE FRAMES SHALL BE WELDED. ALL WELDING SHALL BE COATED WITH (3) COATS OF COLD GALV. (OR EQUAL).
5. ALL OPEN POSTS SHALL HAVE END-CAPS.
6. USE GALVANIZED HOG-RING WIRE TO MOUNT ALL SIGNS.
7. ALL SIGNS MUST BE MOUNTED ON INSIDE OF FENCE FABRIC.
8. MUSHROOM ANCHOR & PLUNGER REQUIRED FOR GATE.
9. G.C. RESPONSIBLE FOR SBA GATE LOCK

3 GENERAL NOTES

BALLOON REFERENCE NOTES:

1. CORNER, END OR PULL POST: 3" O.D. SCHEDULE 40 PIPE.
2. LINE POST: 2 1/2" NOMINAL SCHEDULE 40 PIPE, PER ASTM-F1083. LINE POSTS SHALL BE EQUALLY SPACED AT MAXIMUM 10'-0" O.C.
3. TOP RAIL & BRACE RAIL: 1-5/8"O.D. STANDARD ROUND PIPE, PER ASTM-F1083.
4. FABRIC: 9 GA CORE WIRE SIZE 2" MESH, CONFORMING TO ASTM-A392.
5. TIE WIRE: 9 GA ALUMINUM. A SINGLE WRAP OF FABRIC TIE AND AT TENSION WIRE BY HOG RINGS SPACED 12" O.C. POSTS/GATES AND 24" RAILS/WIRE.
6. TENSION WIRE: 9 GA ALUMINUM
7. PRIVACY SLATS
8. 3/16" X 3/4" (MIN) FULL HEIGHT STRETCHER BAR.
9. 3/8" DIAGONAL ROD WITH GALVANIZED STEEL TURNBUCKLE OR DIAGONAL THREADED ROD.
10. FENCE CORNER POST BRACE: 1 5/8" NOMINAL PIPE.
11. 1" MAXIMUM CLEARANCE FROM FINISH GRADE.
12. FENCE POST FOUNDATION TO BE 1" FINISH ABOVE FINISHED GRADE
13. 6" COMPACTED BASE MATERIAL
14. FINISH GRADE SHALL BE UNIFORM AND LEVEL.
15. WELDED GATE FRAME: 2" O.D., SCHEDULE 40 PIPE, PER ASTM-F1083.
16. GATE POST 4" O.D., SCHEDULE 40 PIPE, PER ASTM-F1083.
17. GATE FRAME BRACE RAIL: 1 1/2" NOMINAL PIPE, PER ASTM-F1083.
18. DUCK BILL OPEN GATE HOLDER. VERIFY LOCATION IN FIELD PRIOR TO INSTALLATION.
19. STYMIE LOCK MULTI-TENANT LOCKING DEVICE
20. GEOTEXTILE FABRIC
21. CONCRETE FOUNDATION (MIN 3000 PSI). MINIMUM DEPTH: 6" BELOW FROST LINE
22. 12" x 24" SBA SITE INFORMATION SIGN.
23. 12" x 24" NO TRESPASSING SIGN.
24. 12" x 24" RF CAUTION SIGN.
25. 18" x 12" KEEP GATE CLOSED SIGN.

4 FENCING NOTES

KCI TECHNOLOGIES, INC.
4041 Crescent Park Dr
Riverview, FL 33578
Phone: 813.740.2300
TX Business License #10573

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

REVISIONS

NO.	DATE	DESCRIPTION
1	07/02/24	REVISED PER COMMENTS
0	06/18/24	ZONING DRAWINGS ISSUED
A	06/14/24	ISSUED FOR REVIEW

KCI PROJECT #:	482400457C
DRAWN BY:	HNG
CHECKED BY:	TWD

THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JAMES T. FENNELL PE (#114838) ON THE DATE SHOWN ON THE T-1 SHEET USING A DIGITAL SIGNATURE IN ACCORDANCE WITH F.A.C. 61G15-23.004, WITH A DIGITAL CERTIFICATE ISSUED BY ENTRUST, INC. PLEASE REFERENCE SHEET T-1 TO VIEW THE SIGNATURE AND VERIFY ITS PROPERTIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA-1 AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SBA TOWERS, INC.
8051 CONGRESS AVE
BOCA RATON, FL 33487
TEL: (561) 226-9523
FAX: (561) 226-9368

SITE NAME: WM3518 DERBY AVE

SITE NUMBER: TX23187-S

SITE ADDRESS: 2320 BOB BULLOCK LOOP LAREDO, TX 78043

DESIGN TYPE: RAW LAND

SHEET TITLE: FENCE DETAILS

DRAWING NO. C-4

NEW SITE BUILDS

City of Laredo

Planning Department

1413 Houston Street

Laredo, Texas 78040

Below is the FCC compliance information for the national and public notice:

1. SBA Entity: SBA Towers X, LLC
2. FCC Filing # A1287683
3. National Public Notice date is set for 7/12/2024. The local notice is required to run **on or before this date**.
4. We filed everything based on the new FAA determination that was issued on 2/22/2024 and that we have also provided: 150' monopole.

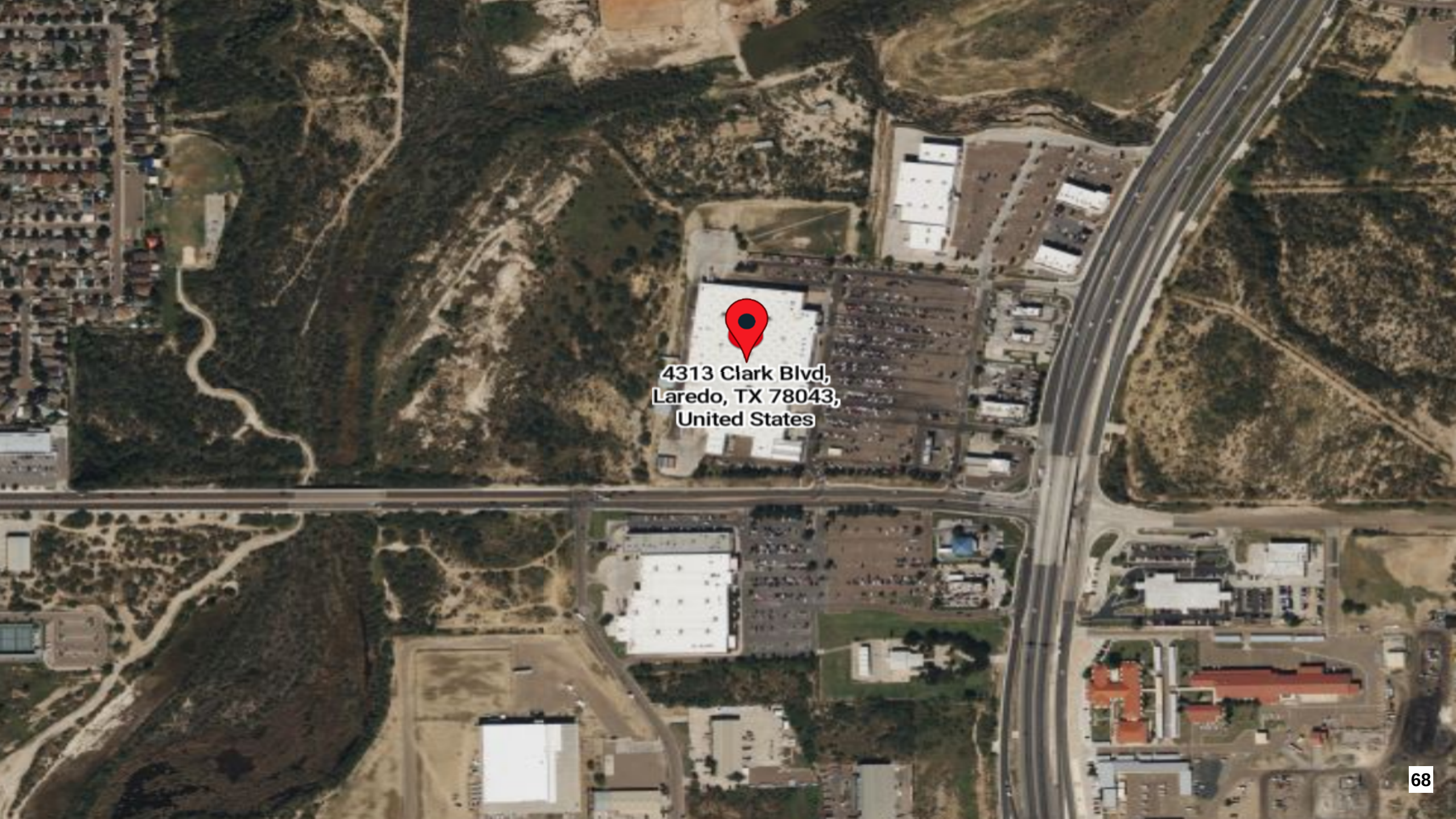
Jose Mancilla
Site Development Specialist II
New Tower Builds

SBA Communications Corporation
8051 Congress Avenue
Boca Raton, FL 33487-1307

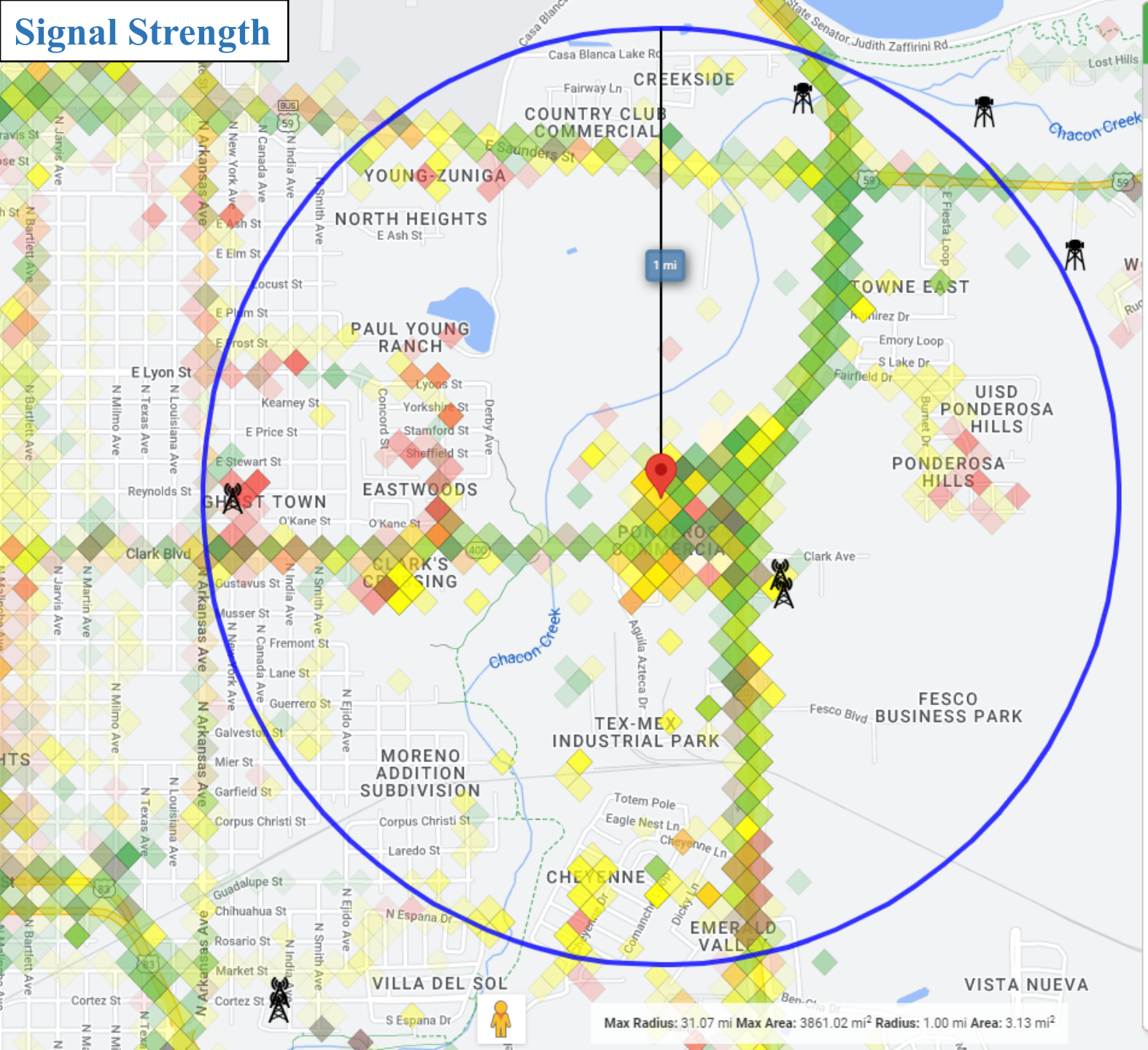
561.981.7381 + T
561.226.0893 + F
727.645.7508 + C
JMancilla@sbasite.com

Your Signal Starts Here.


WM3518 Derby Ave
Laredo, TX
27.51836, -99.45177
0.87 mi
CCI – Unknown' – Monopole
1 – RAD Center (Unknown)
27.5302222, -99.4466944
1.03 mi
CCI – Unknown' – Monopole
1 – RAD Center (Unknown)
27.52542, -99.43706
CCI – Unknown' – Monopole
1 – RAD Center (Unknown)
27.5176734, -99.4670245
0.93 mi
Independent – 141' – Self-Support
0 – RAD Centers
27.5147, -99.4475
0.31 mi
Independent – 130' – Self-Support
1 – Rad Center (Unknown)
27.515054, -99.449853
0.24 mi
0.36 mi
Independent – 170' – Self-Support
0 – RAD Centers
27.5147, -99.4475

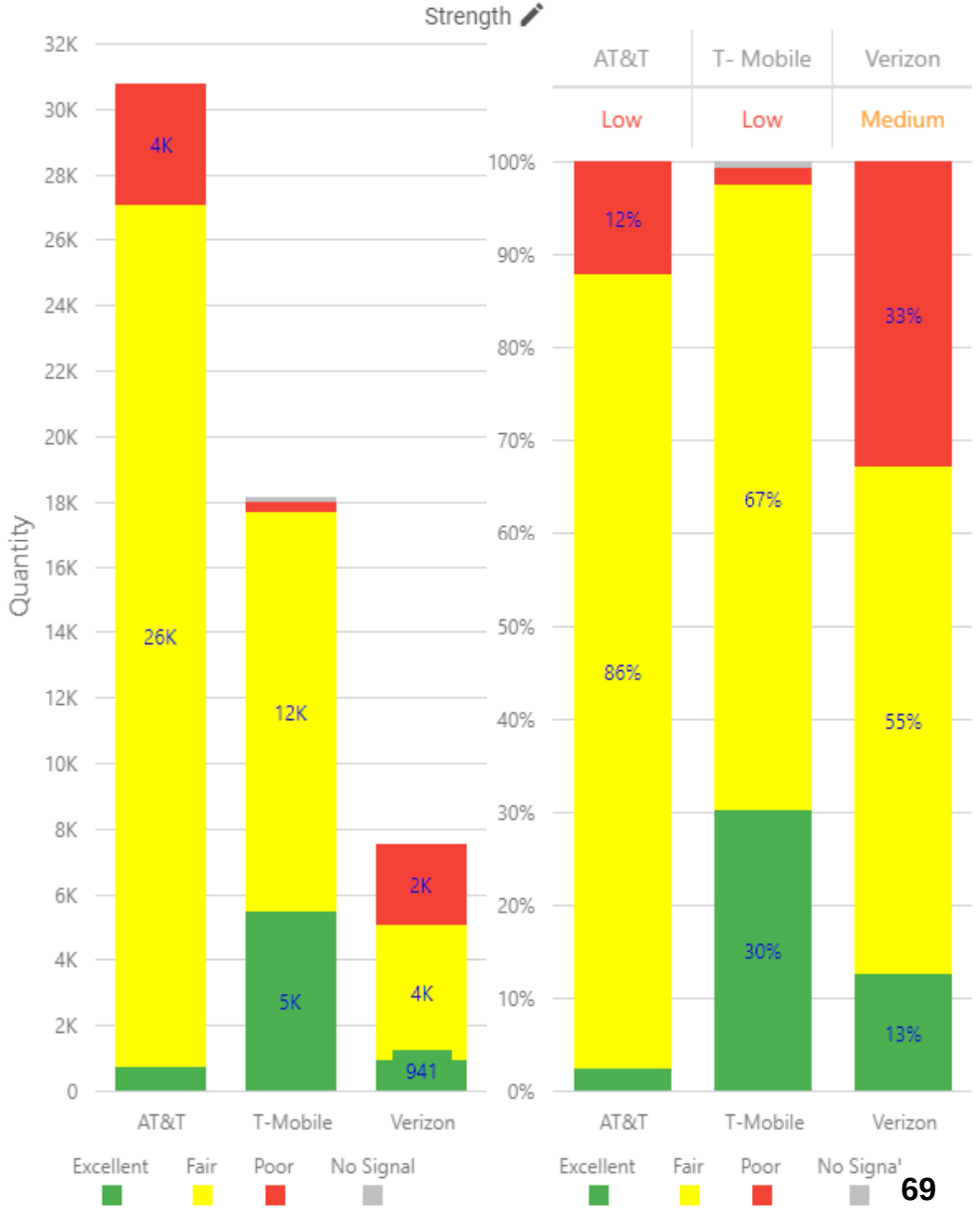

4313 Clark Blvd,
Laredo, TX 78043,
United States

Signal Strength

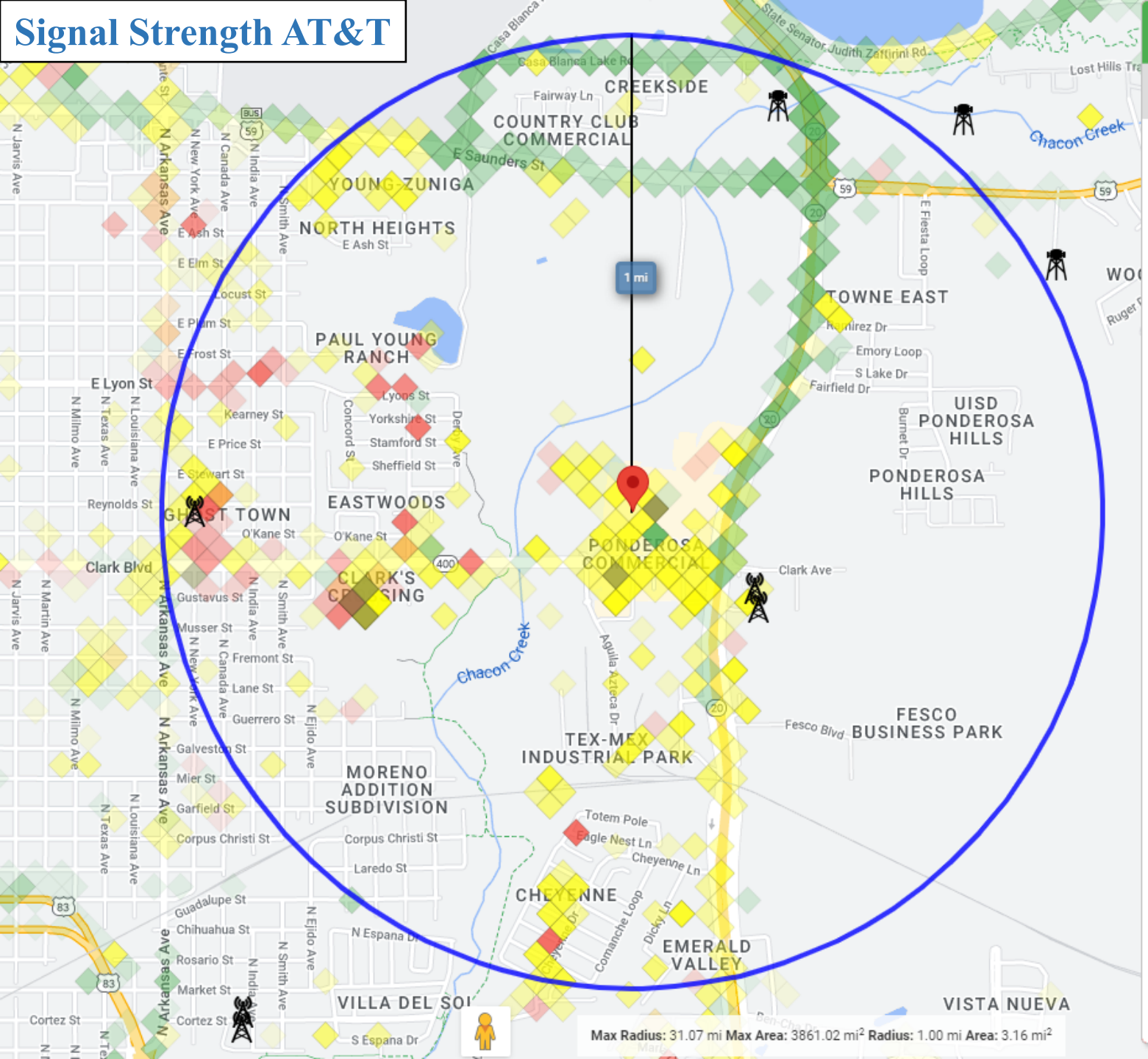


Signal Panel

Both | Raw Data



Signal Strength AT&T

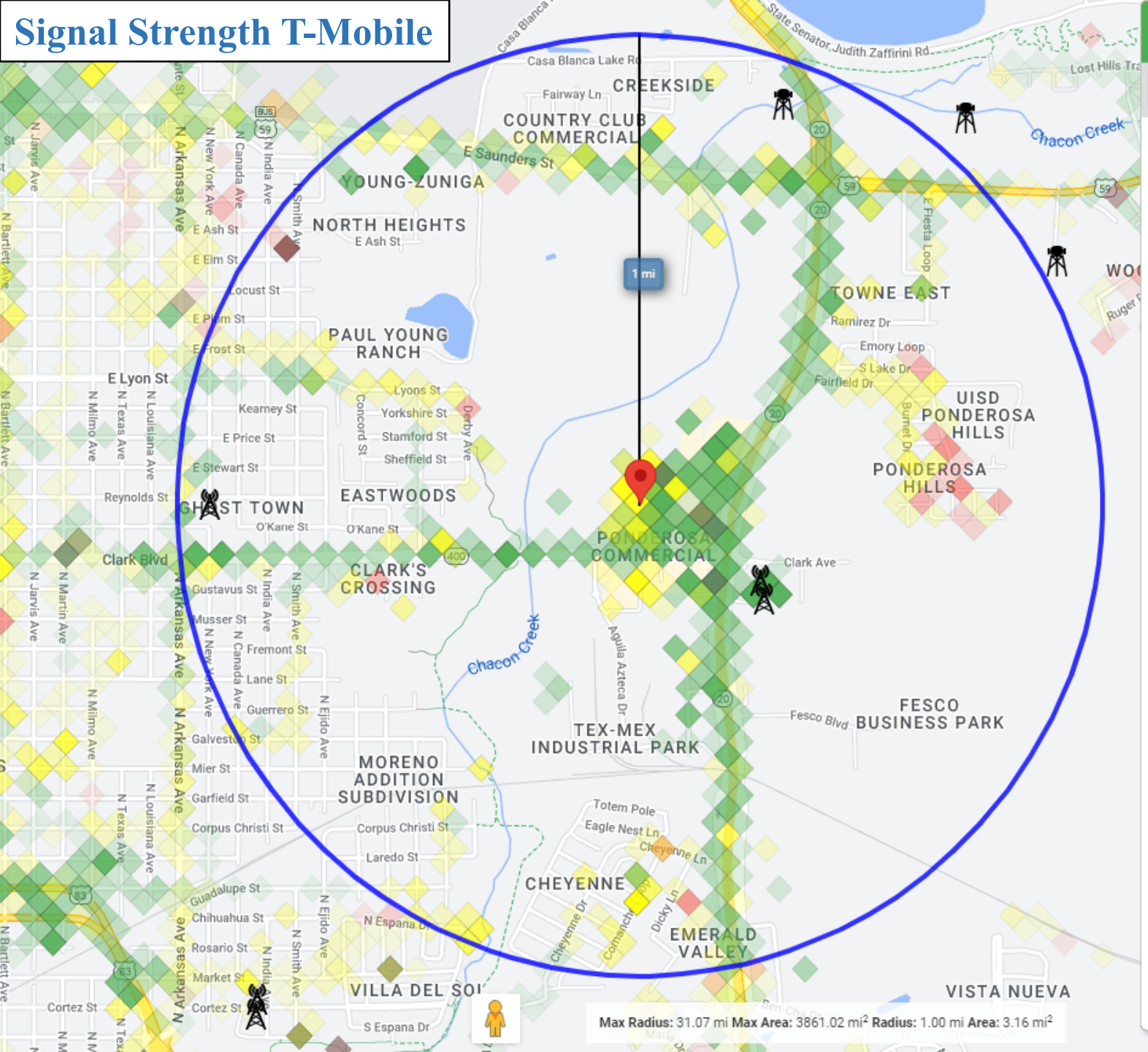


Signal Panel

Both | Raw Data

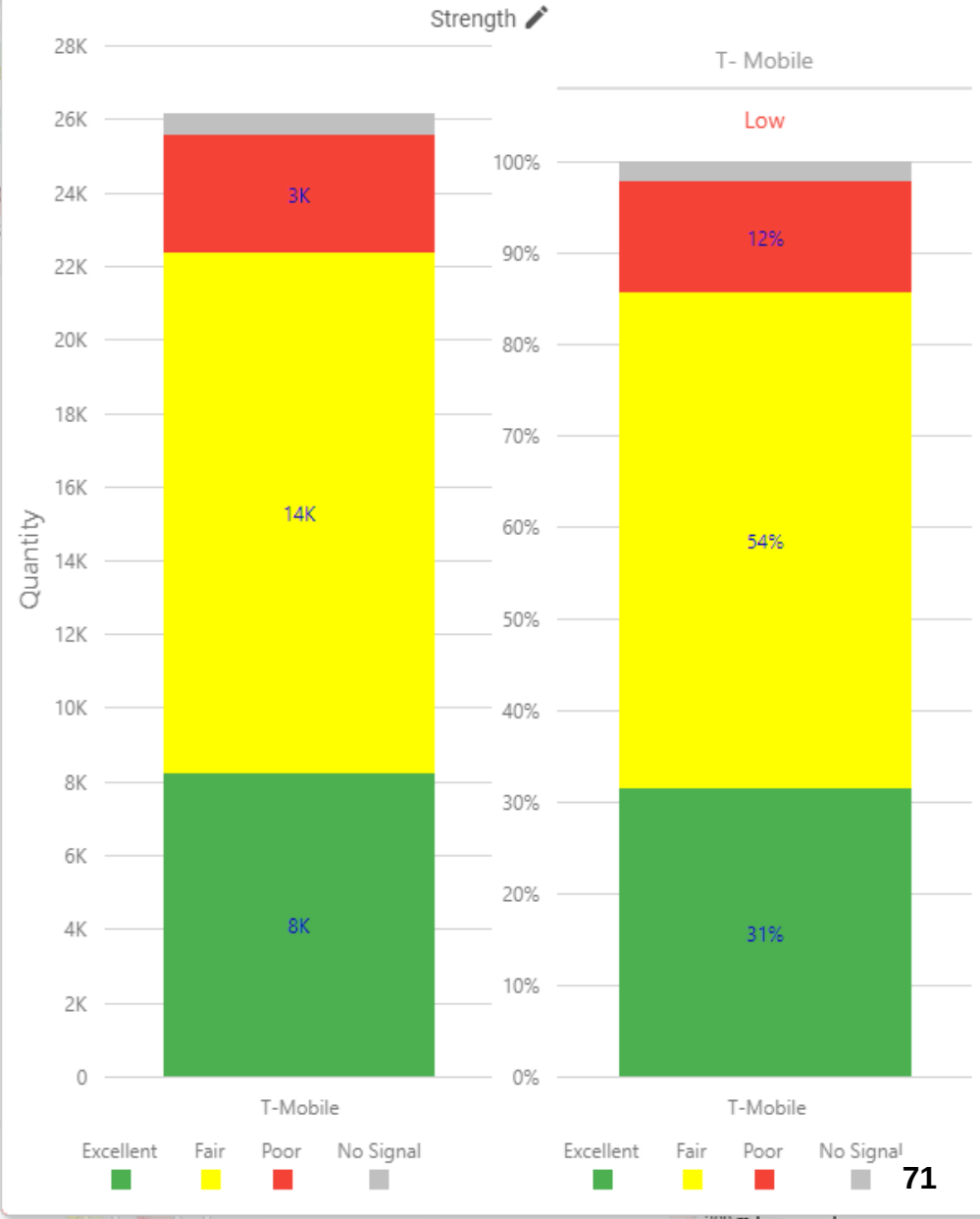


Signal Strength T-Mobile

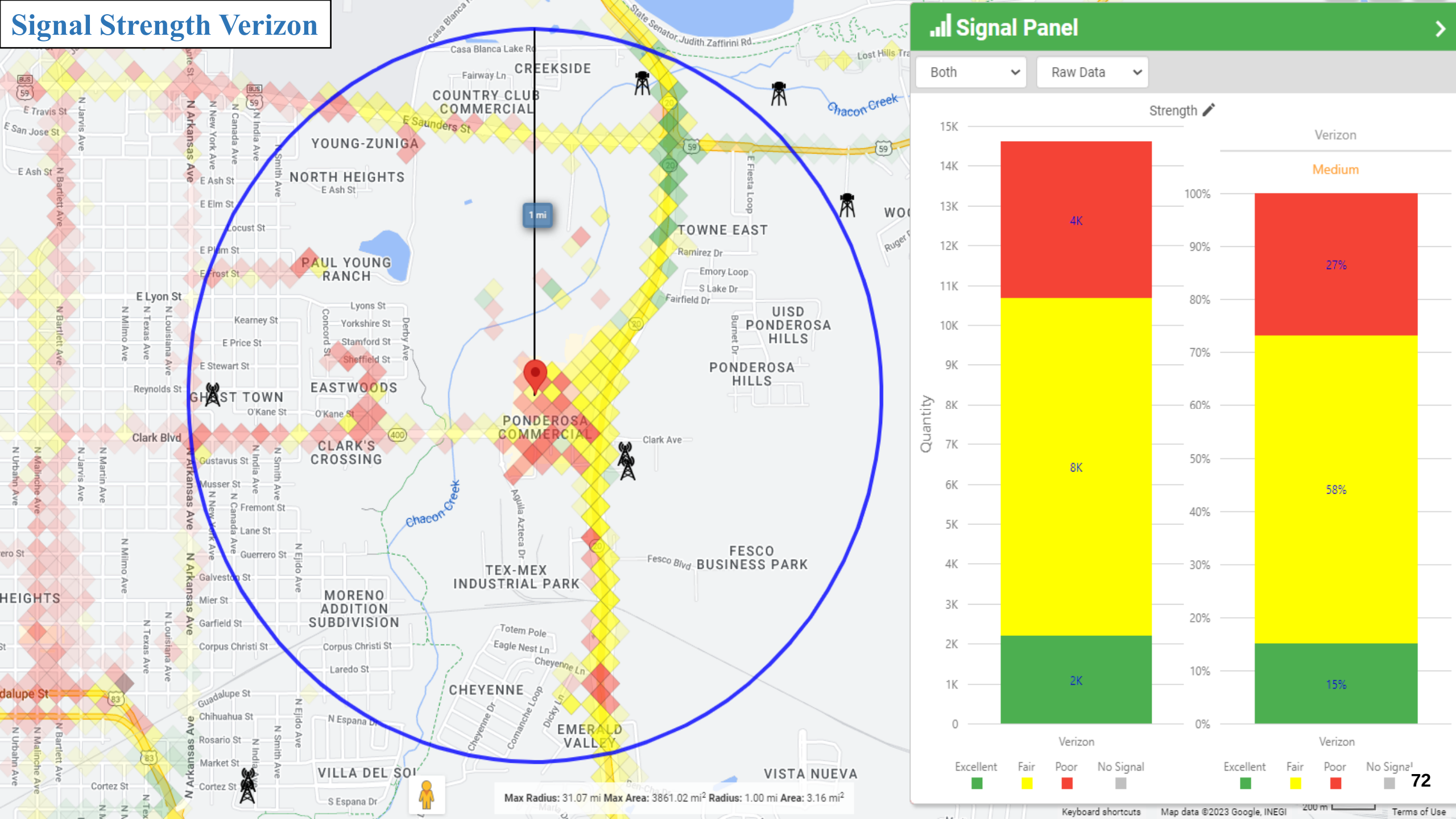


Signal Panel

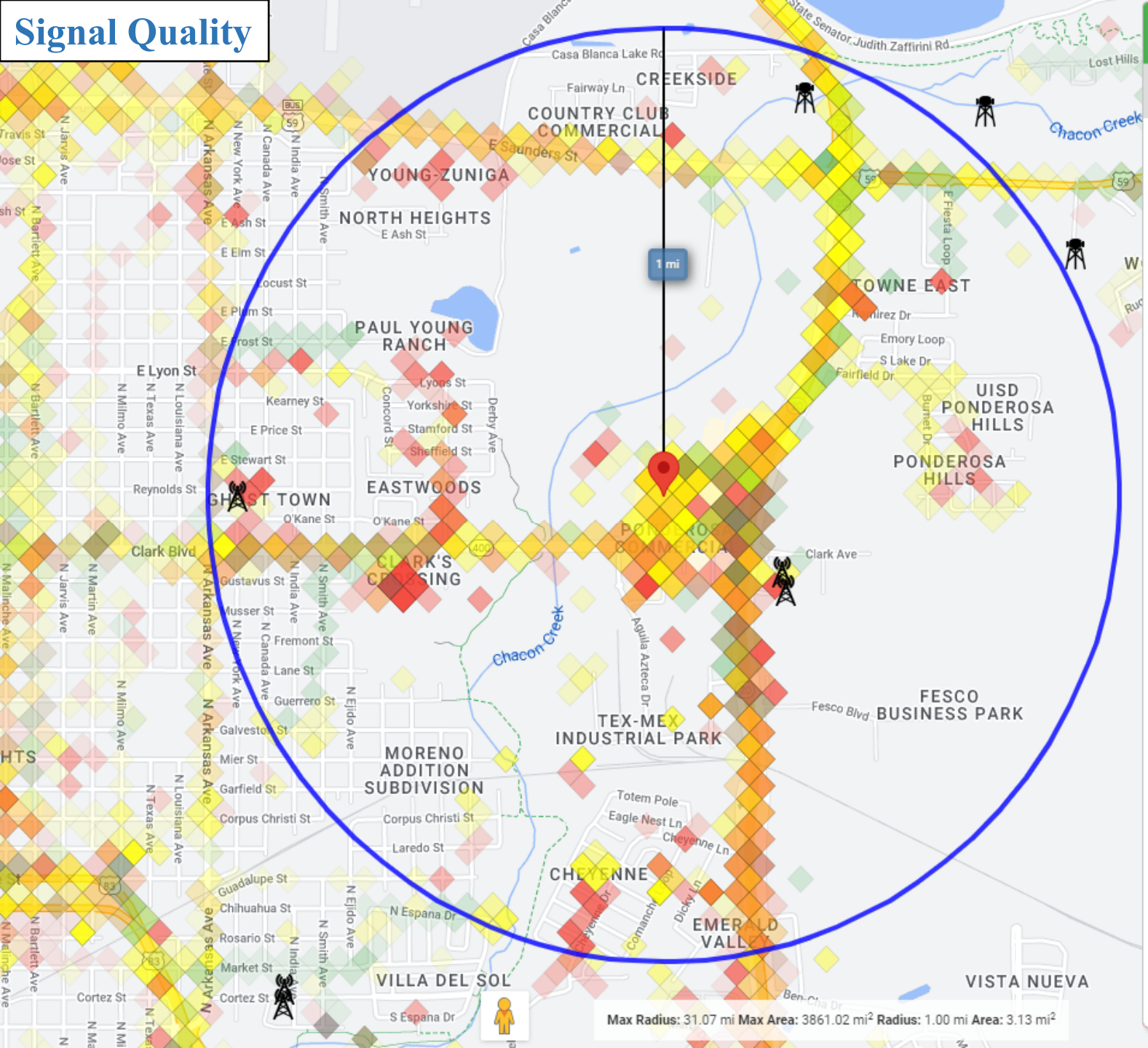
Both | Raw Data



Signal Strength Verizon

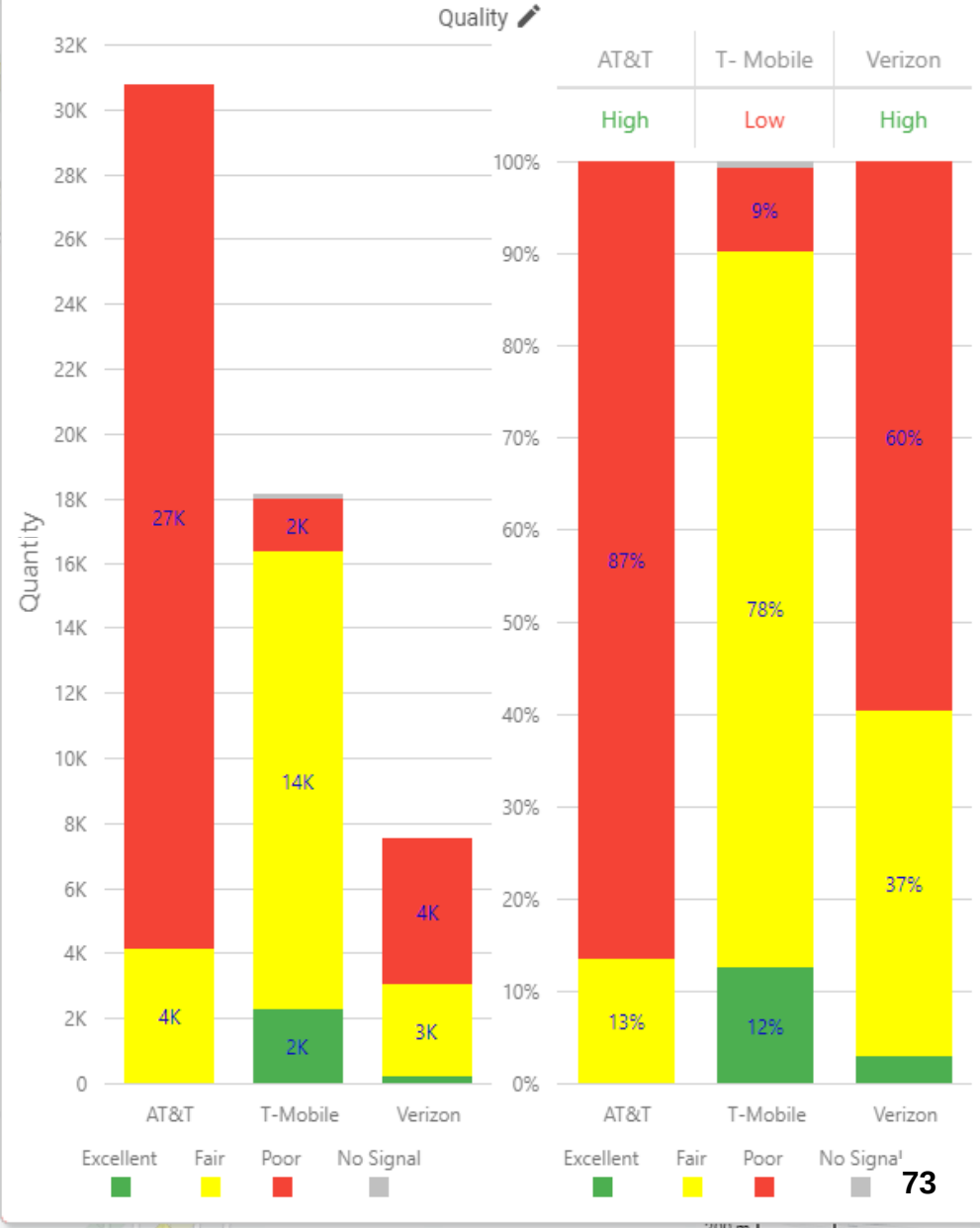


Signal Quality

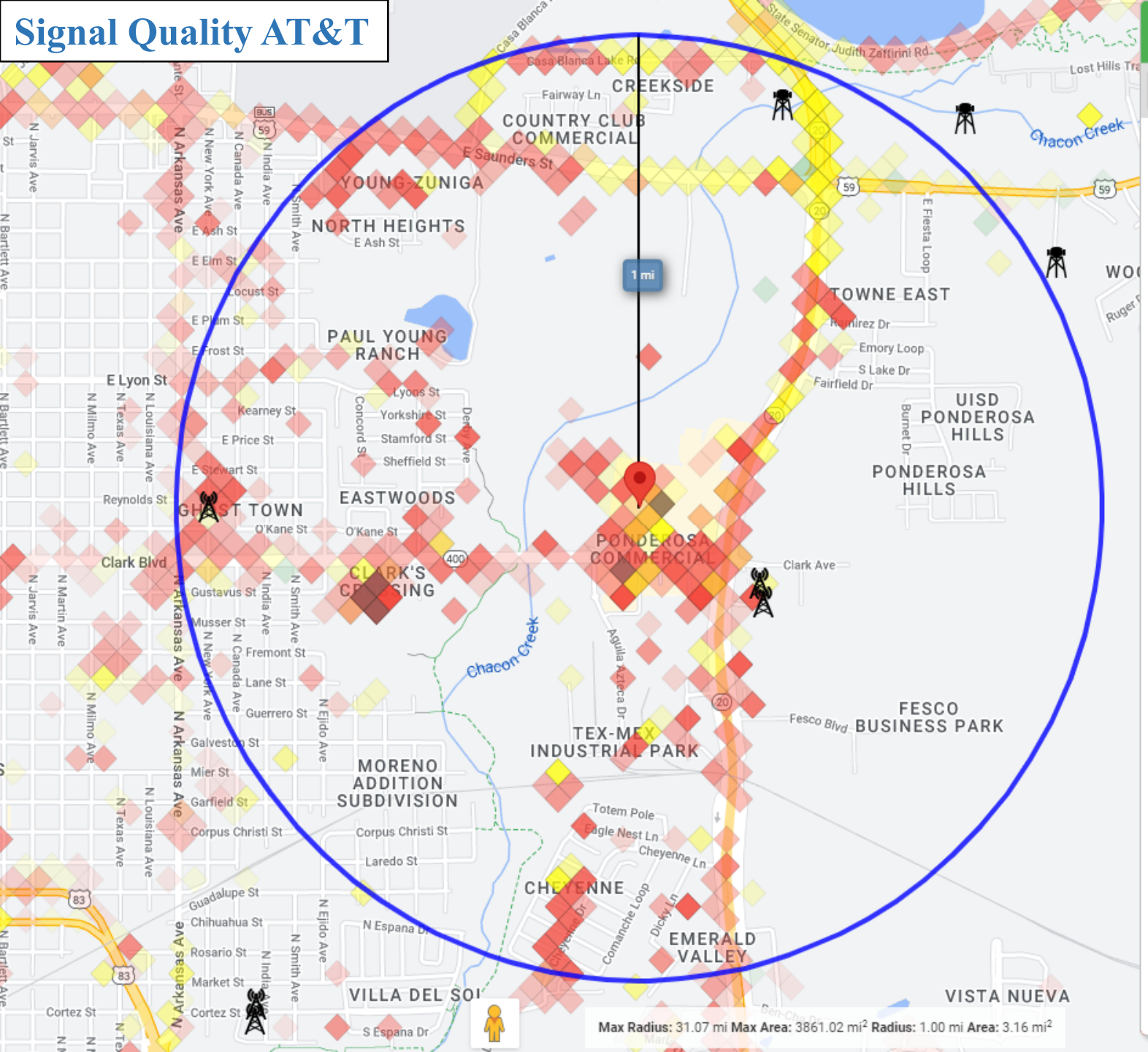


Signal Panel

Both | Raw Data

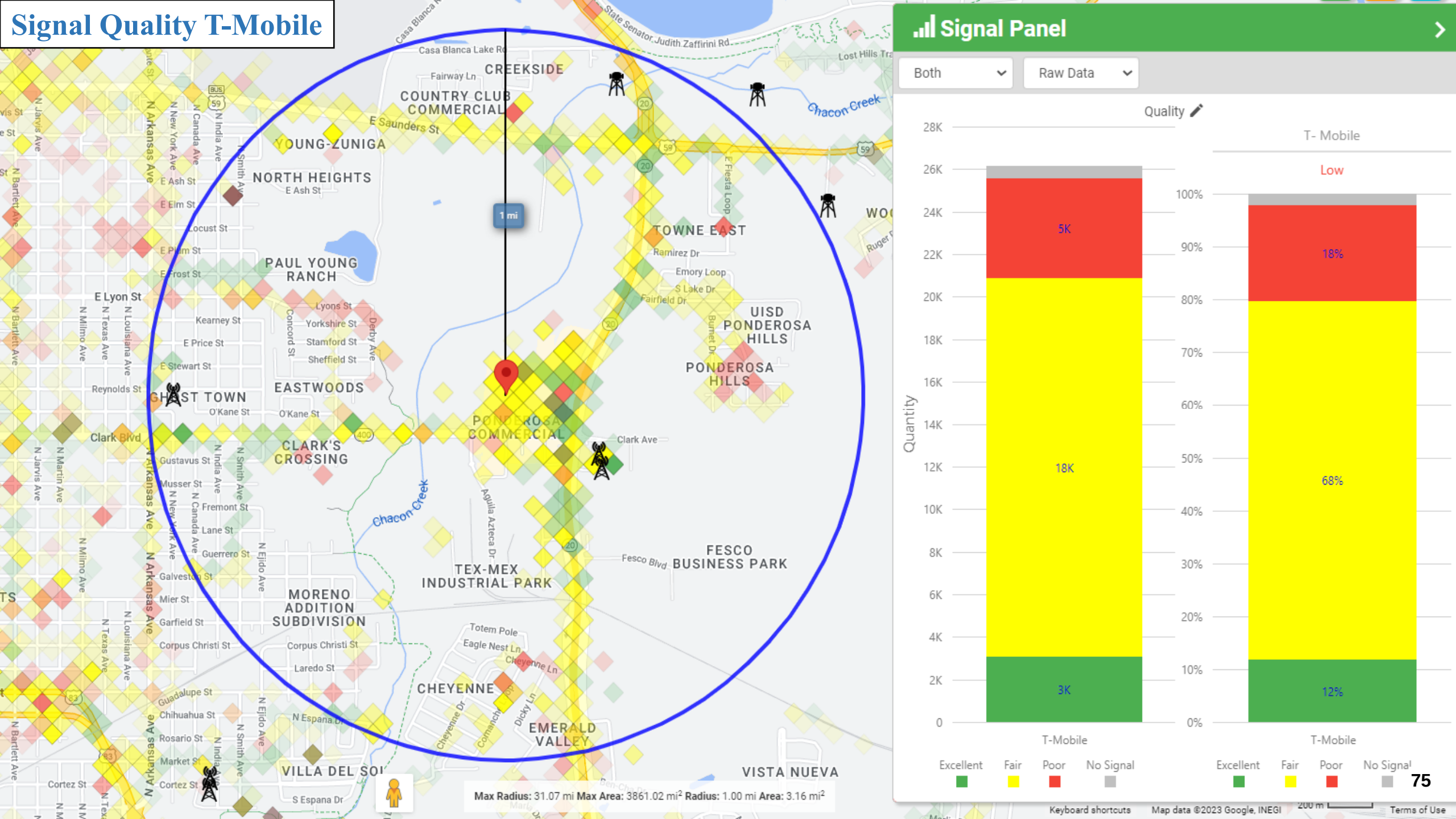


Signal Quality AT&T

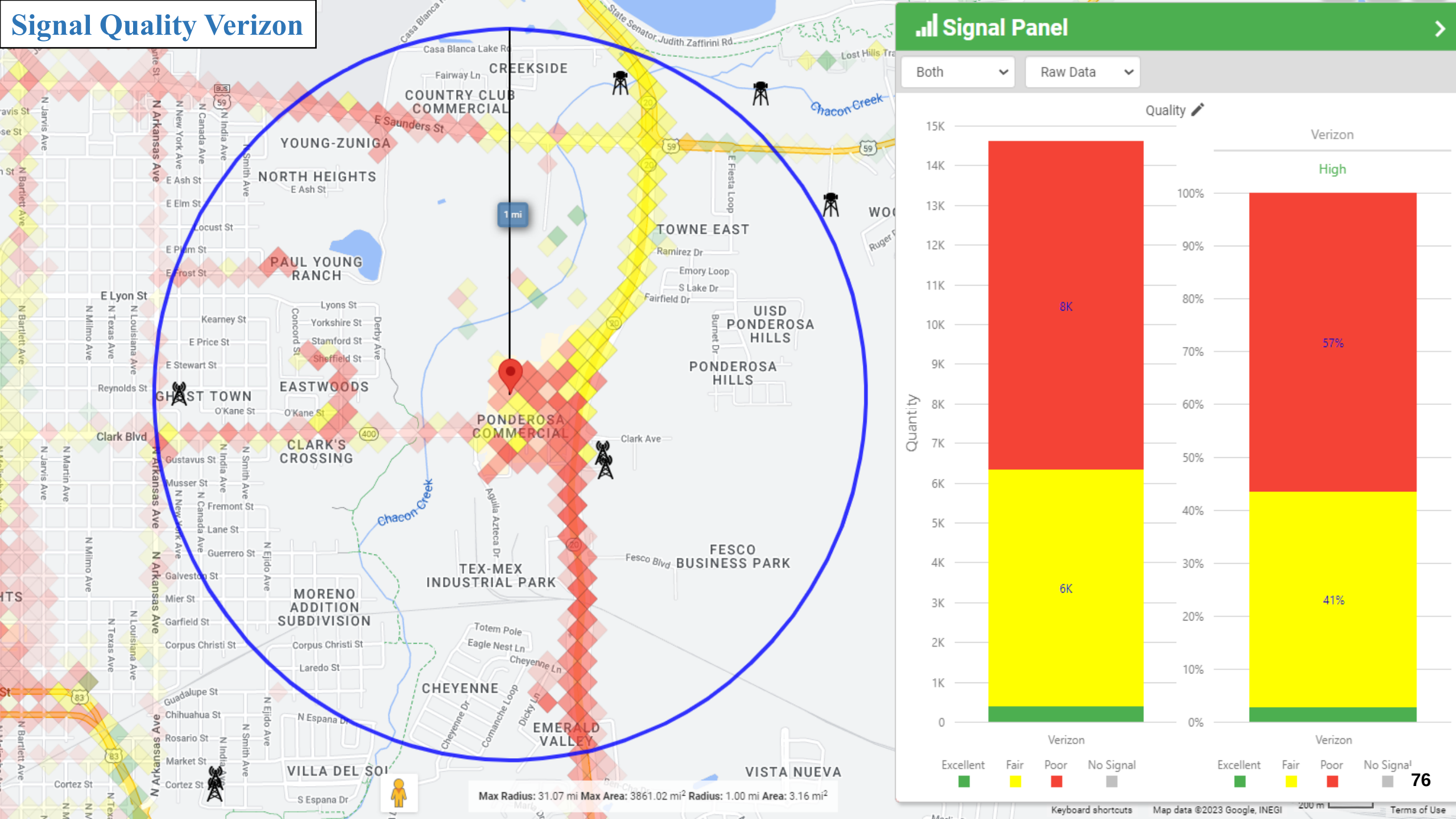




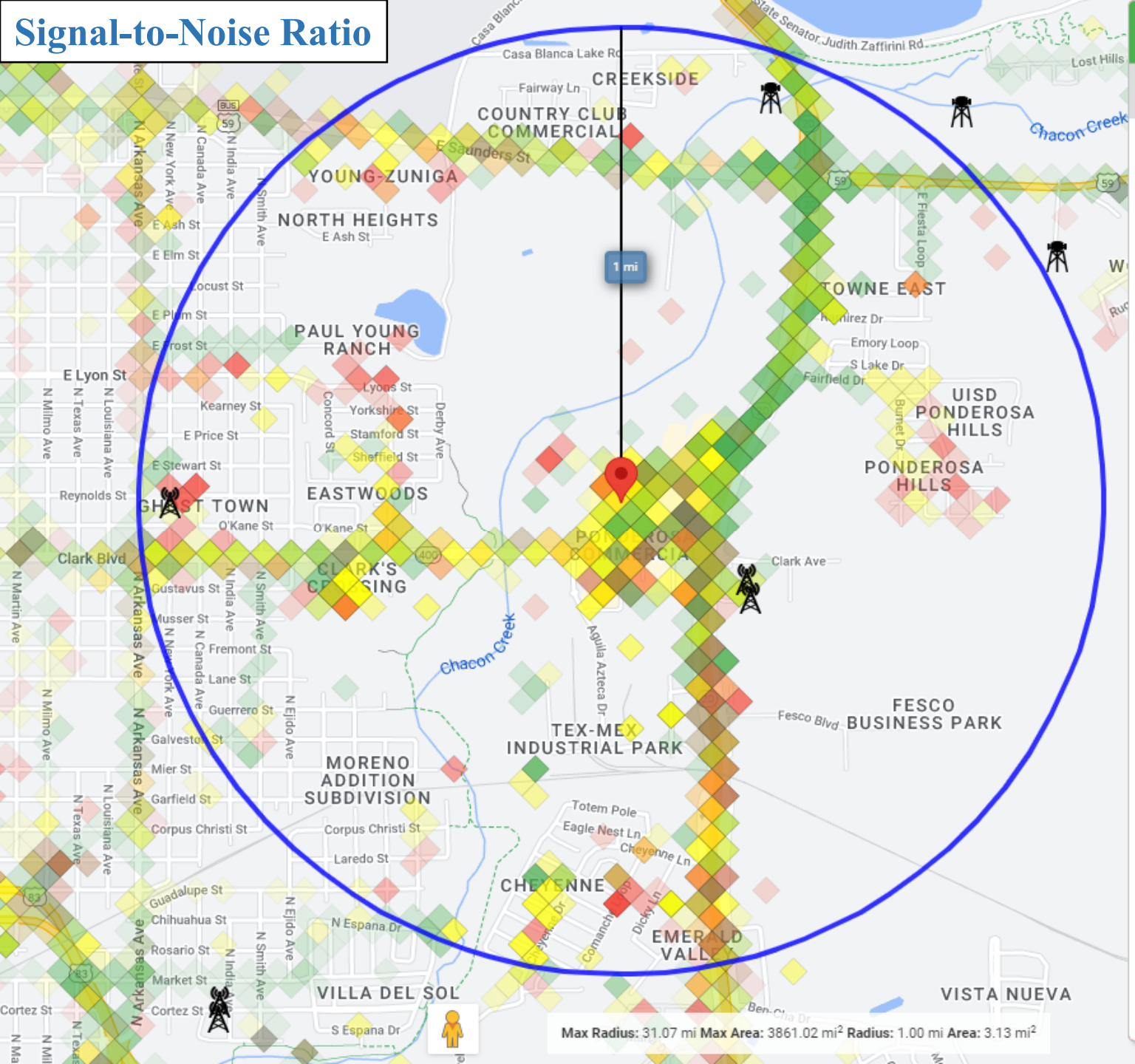
Signal Quality T-Mobile



Signal Quality Verizon



Signal-to-Noise Ratio



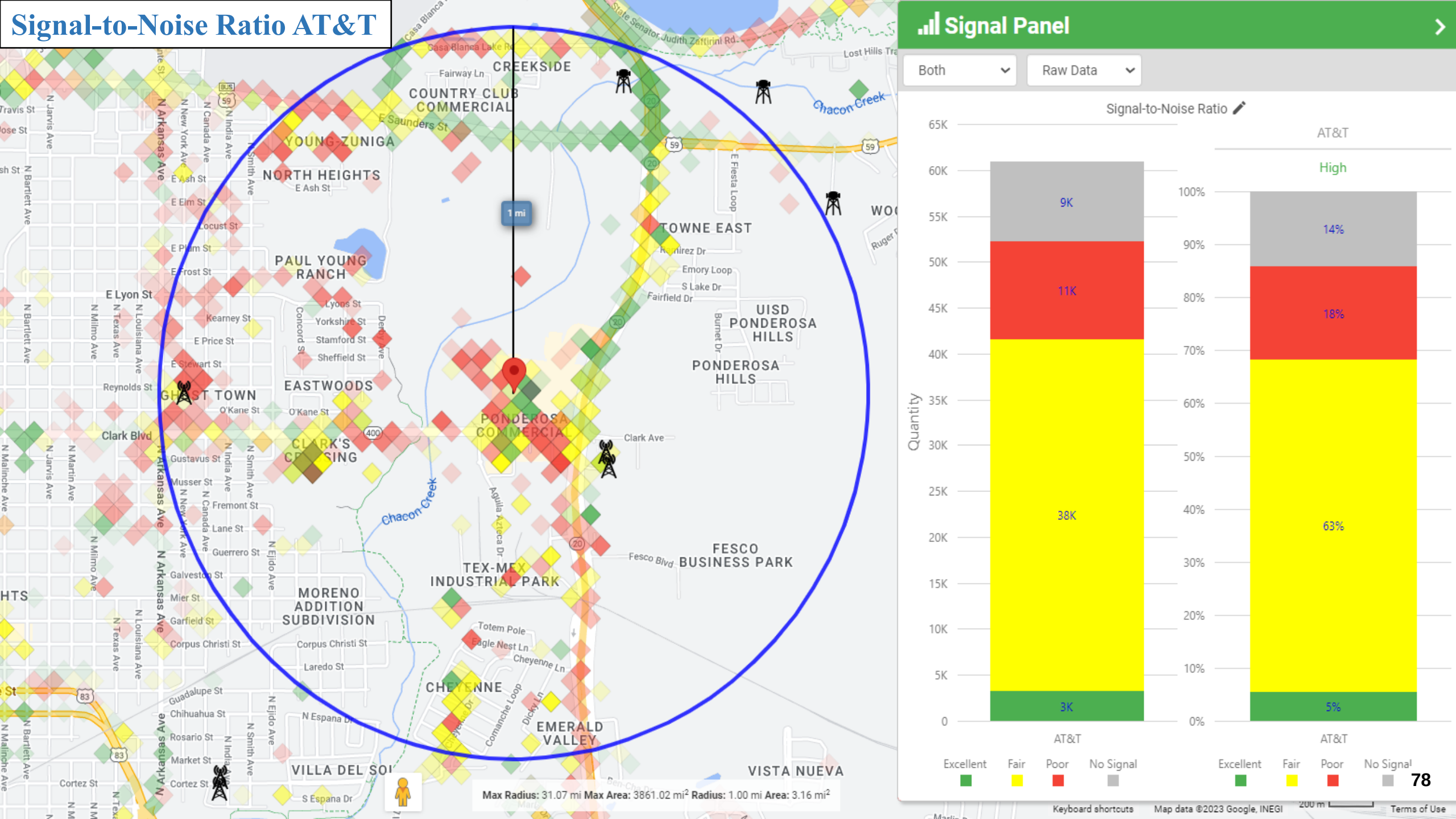
Signal Panel

Both | Raw Data

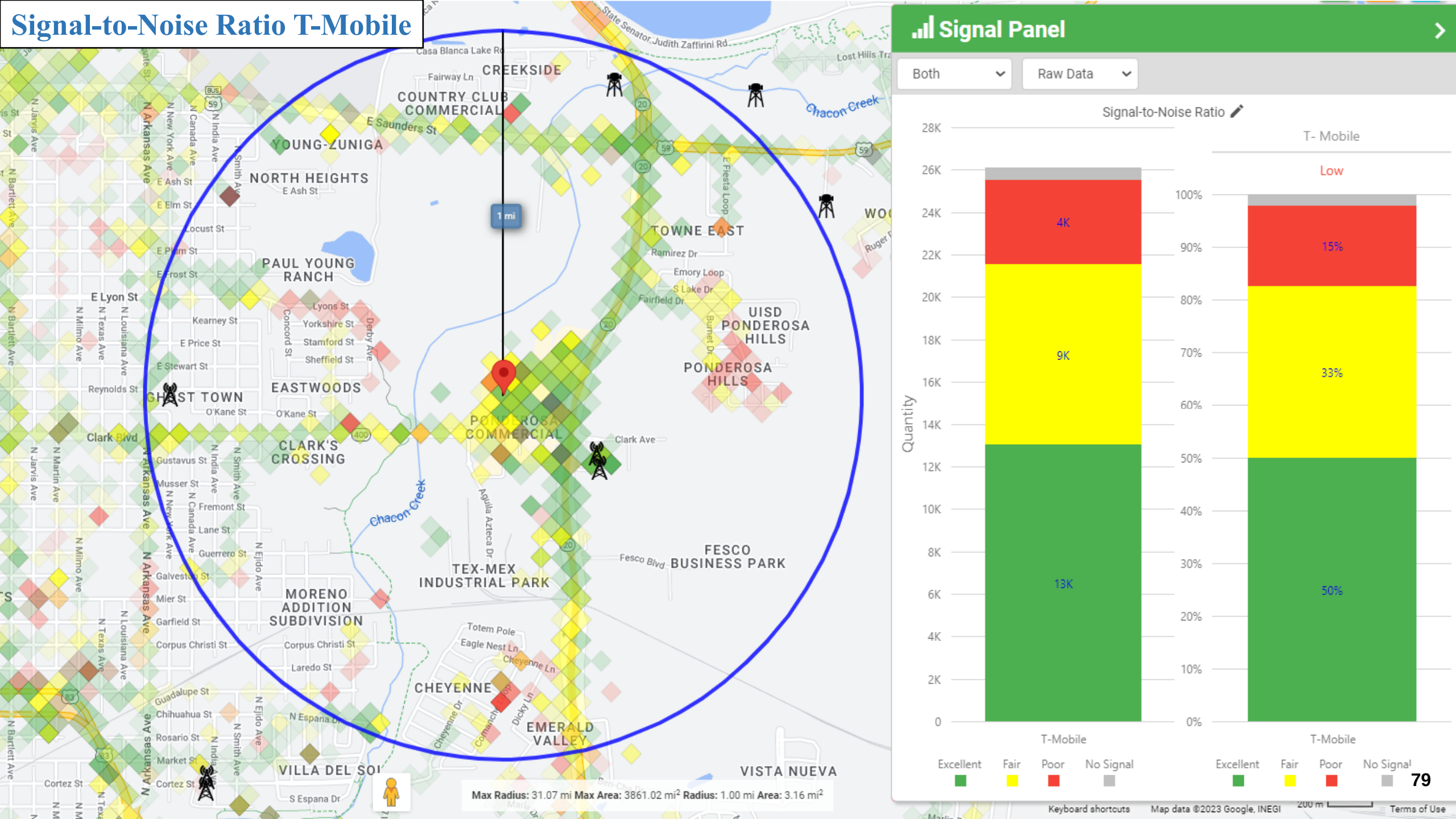


Keyboard shortcuts Map data ©2023 Google, INEGI 200 m Terms of Use

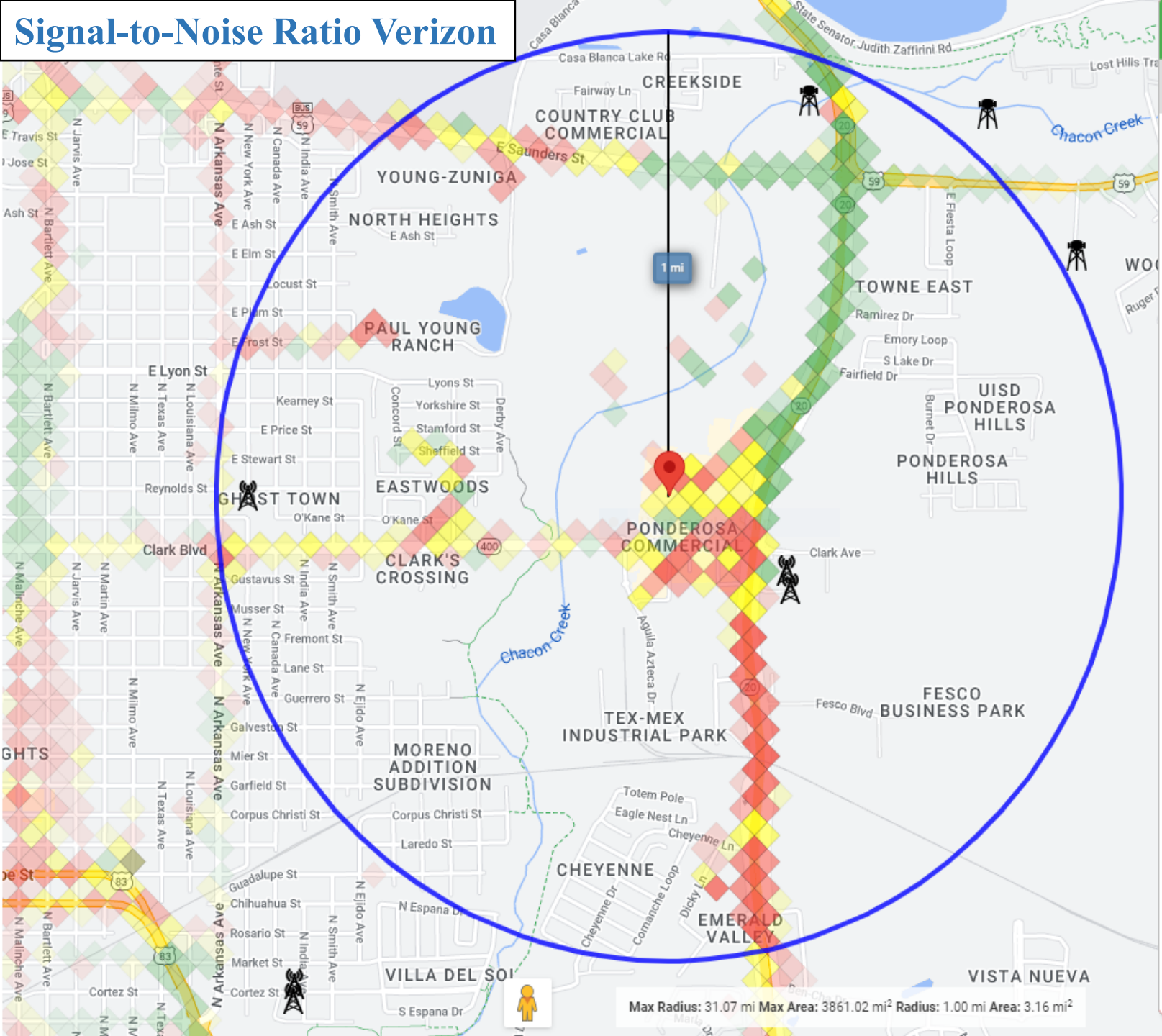
Signal-to-Noise Ratio AT&T



Signal-to-Noise Ratio T-Mobile



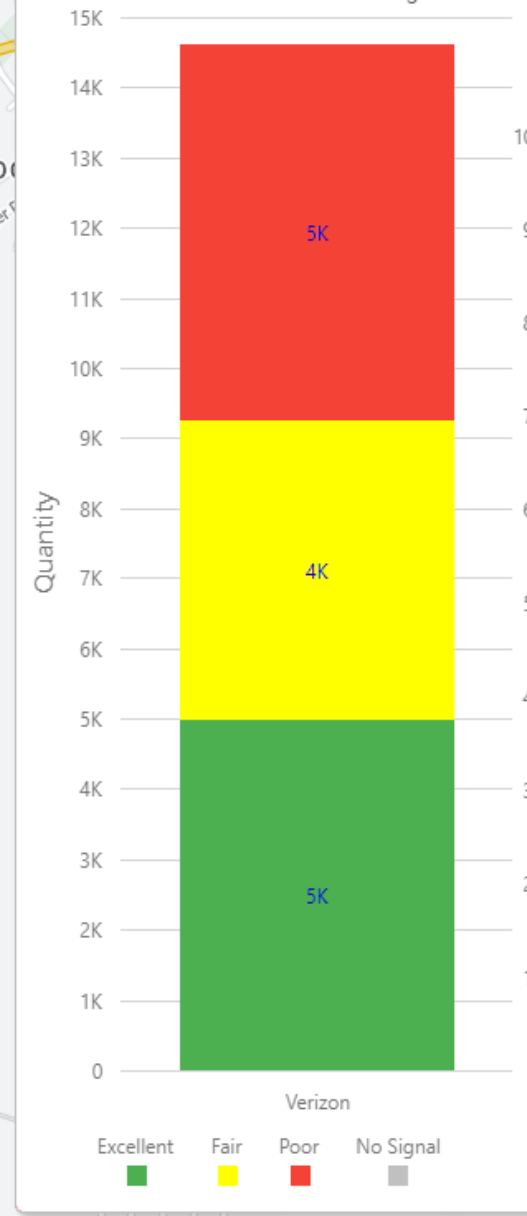
Signal-to-Noise Ratio Verizon

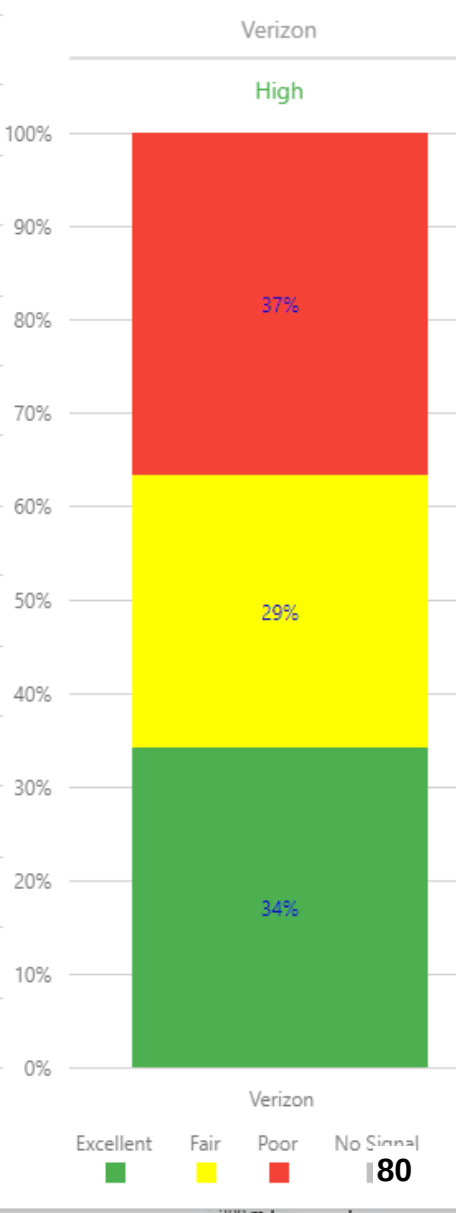


Signal Panel

Both | Raw Data

Signal-to-Noise Ratio






Independent – Unknown' – Self-Support
1 – Rad Center (Unknown)
27.515054, -99.449853
Distance – 0.24mi
Google Maps April 2024

Independent – 141’ – Self-Support
Unknown RAD Centers
27.5147, -99.4475
Distance – 0.31mi
Google Maps May 2024



Independent – 170’ – Self-Support
Unknown RAD Centers
27.5147, -99.4475
Distance – 0.36mi
Google Maps May 2024




CCI – 69’ AGL – Monopole
1 – RAD Center (Unknown)
27.5302222, -99.4466944
Distance – 0.87 mi
Bing Maps 2023
Chacon Creek
4852 Bob Bullock
Loop, Laredo, TX
78041, United States


CCI – Unknown' – Monopole
1 – RAD Center (Unknown)
27.5176734, -99.4670245
Distance – 0.36 mi
Bing Maps 2023
N Arkansas Av
as Ave
2919
2911
2901
2909
2804
2808
2820
2810


CCI – Unknown' – Monopole
1 – RAD Center (Unknown)
27.52542, -99.43706
Distance – 1.03 mi
Bing Maps 2023
Al Barerra Dr
Al Barerra Dr
5811
5811 E Saunders St,
Laredo, TX 78043,
United States
86

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A COMMUNICATION TOWER ON LOT 3A1, BLOCK 1, PONDEROSA COMMERCIAL SUBDIVISION UNIT 1, LOCATED AT 2320 BOB BULLOCK LOOP; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a special use permit for a for a communication tower on Lot 3A1, Block 1, Ponderosa Commercial Subdivision Unit 1, located at 2320 Bob Bullock Loop; 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 February 19, 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 March 03, 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 the issuance of a Special Use Permit for a communication tower on Lot 3A1, Block 1, Ponderosa Commercial Subdivision Unit 1, located at 2320 Bob Bullock Loop.

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

1. The Special Use Permit is restricted to the area identified in the attached site plan, Exhibit “A”, which is made part hereof for all purposes.
2. The Special Use Permit is restricted to a 150’ height communication tower and as further described on the set of plans, Exhibit “B”.
3. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
4. Signage shall be consistent with the City's Sign Ordinance or regulations.
5. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
6. Applicant shall comply with Section 24.93.10 entirely. 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.
7. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
8. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
9. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
10. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.
11. Towers shall be enclosed by security fencing not less than six feet in height and also shall be equipped with an appropriate anti-climbing device.
12. Existing mature tree growth and natural land forms on the site shall be preserved to the maximum extent possible.
13. Equipment storage buildings or cabinets shall comply with all applicable building codes.
14. Applicant shall provide verification of compliance with FCC, FAA regulations and, if applicable, any other federal state agencies as required.
15. Applicant shall provide a notarized statement by the applicant and a sealed set of plans by a qualified engineer, confirming the construction of the tower will accommodate collocation of additional antennas for future users.
16. Applicant shall provide a safety report by a qualified structural engineer establishing the structural integrity of the tower.
17. The approval of the special use permit does not guarantee the issuance of the building permit.
18. 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 24.93.12.12, entitled "Enforcement and Revocation of Special Use Permit Revocation," according to the criteria and procedures described therein and below:

1. Enforcement and Revocation of Special Use Permit Revocation

If it is determined based on inspection by the Planning Director or reasonable investigation by the City Manager, or his designee, that there exist reasonable grounds for revocation of a Special User Permit, a public hearing shall be set before the Zoning Commission and the City Council.

A. Circumstances that warrant revocation of an approved special use permit include, but shall not be limited to, any of the following:
    1. Any Violation of any of the conditions of the special use permit if not corrected to the satisfaction of the City within 90 days of the owner having received written notice of the violation and the means necessary to correct it;
    2. A plea of guilty or no-contest to an offense that that occurs on the property for which the special use permit is granted involving any zoning ordinance or provision of the City's Land Development Code;
    3. The building, premise, or land uses under the special use permit is enlarged, modified, structurally altered, or otherwise significantly changed without the approval of a separate special use permit for such enlargement, modification, structural alteration or change;
    4. Violation of any provision of the site plan encompassing the property for which the special use permit was issue for, terms or conditions of a special use permit;
    5. The special use permit was obtained by fraud or with deception.

B. Revocation process. The revocation process shall be conducted through a public hearing and recommendation by the Zoning Commission, followed by a public hearing and ordinance amendment consideration by the City Council. The City Council ma revoke the special use permit, deny the revocation and allow the sue to continue, or deny the revocation and amend the special use permit to attach conditions to assure that the terms, conditions and requirements of the special use permit be met.

C. Effect of revocation. Upon the effective date of the revocation, it shall be unlawful to undertake or perform any activity that was previously authorized by the special use permit. Any person, firm, or corporation, who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars

($2,000.00) for each offense. Each day that a violation exists shall constitute a separate offense.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
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: 3/17/2025 **Public Hearing & Introductory Ordinance 3.**

SUBJECT
Public Hearing and Introductory Ordinance amending the City of Laredo Zoning Ordinance (Map) by authorizing a special use permit for a communication tower on approximately 3.7 acres as further described by metes and bounds in attached Exhibit A, located north of US Highway 59 and west of Escondido Drive.

The Planning and Zoning Commission recommended approval of the proposed special use permit and staff did not support the application.

ZC-067-2024
District V

Council District: District 5 **Zone Case:** ZC-067-2024

Letters sent to property owners: 10

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

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

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 6 to 1 vote recommended approval of the zone change.

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

City Council-Regular Meeting

Date: 03/03/2025

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: J Nicky Clay and Verona Clay, Owners; American Tower Corporation, Applicant; Hope Carrico - Crafton Communications, Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the City of Laredo Zoning Ordinance (Map) by authorizing a special use permit for a communication tower on approximately 3.7 acres as further described by metes and bounds in attached Exhibit A, located north of US Highway 59 and west of Escondido Drive.

The Planning and Zoning Commission recommended **approval** of the proposed special use permit and staff **did not support** the application.

ZC-067-2024
District V

PREVIOUS COUNCIL ACTION
None.

BACKGROUND

Council District: V - Cm. Ruben Gutierrez, Jr.

Proposed use: The proposed use is for a 122-foot (height) communication tower.

Minimum Zoning District Required for Proposed Use: AG (Agricultural District) zoning district.

Current Zoning District: B-3 (Community Business District) zoning district.

Site: The site is currently occupied by commercial buildings/storages.

Surrounding land uses: To the north of the site is Chacon Creek, Lost Hills Trail, and single family residential uses. To the east of the site is Hacienda Vieja Imports, Dollar Tree, Puerto Escondido and US Highway 59. To the south of the site is US Highway 59 (Saunders Street), JM Flores Roofing & Construction, Memorial Gardens of Laredo, Sal Trans Logistics, Inc., Elite Auto Collision. To the west of the site are junk yards (immobile vehicles), and a trucking company.

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 US Highway 59 as an Expressway.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 10 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 6 to 1 vote recommended **approval** of the zone change.

STAFF RECOMMENDATION

A Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects, such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for communication towers located in AG, R-2, R-3, R-O, B-1, B-1R, B-3, B-4, MXD. The property is a B-3 zoning district.

Staff **does not support** the proposed special use permit for the following reasons:

1. The proposed communication tower does not comply with the minimum separation distance between the proposed tower and preexisting towers of 1500 feet for monopole 75 feet in height or greater as pe r the Laredo Land Development Code, Section 94.93.10(4)(a).
    - The separation distance between the proposed tower and the preexisting tower is approximately 750 feet.
    - Therefore, the proposed communication tower does not meet the minimum separation distance between the proposed tower and the preexisting tower.

Additional Information:
Conformity with the remaining performance standards:

1. The proposed communication tower complies with the minimum setbacks requirements of "towers must be set back a distance equal to at least seventy-five percent (75%) of the height of the tower from any adjoining lot line" as per the Laredo Land Development Code, Section 24.93.10(2)(a).
    - Calculation: 75% x 122 feet (proposed height of communication tower) = 91.5 feet.
    - Referring to the site plan, Exhibit B, the proposed communication tower location is 111 feet to the north of the property line.
2. The proposed communication tower meets the minimum separation distance requirement between an off-site zoning district and the location of the proposed communication tower of 100 feet or 100% height of tower (whichever is greater), as per the Laredo Land Development Code, Section 24.93.10.c.3.
    - Calculation: 100% x 122 feet (proposed height of communication tower) = 122 feet.
    - The proposed communication tower meets the distance between the off-site Townhouse Planned Unit Development (PUD), which requires an R-2 base zone. The distance between the proposed location of the communication tower and the Townhouse PUD is approximately 200 feet.
    - Therefore, the proposed communication tower meets the minimum separation distance between an off-site zoning district and the location of the proposed communication tower.

General Comments:

1. The approval of the special use permit does not guarantee the issuance of the building permit.
2. The use authorized by the special use permit is required to abide by all relevant municipal codes.

If approved, Staff suggests the following conditions:

1. The Special Use Permit is restricted to the area identified in the attached site plan, Exhibit "B", which is made part hereof for all purposes.
2. The Special Use Permit is restricted to a 122' height communication tower and as further described on the set of plans, Exhibit "C".
3. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
4. Signage shall be consistent with the City's Sign Ordinance or regulations.
5. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
6. Applicant shall comply with Section 24.93.10 entirely. 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.
7. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
8. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
9. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
10. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.
11. Towers shall be enclosed by security fencing not less than six feet in height and also shall be equipped with an appropriate anti-climbing device.
12. Existing mature tree growth and natural land forms on the site shall be preserved to the maximum extent possible.
13. Equipment storage buildings or cabinets shall comply with all applicable building codes.
14. Applicant shall provide verification of compliance with FCC, FAA regulations and, if applicable, any other federal state agencies as required.
15. Applicant shall provide a notarized statement by the applicant and a sealed set of plans by a qualified engineer, confirming the construction of the tower will accommodate collocation of additional antennas for future users.
16. Applicant shall provide a safety report by a qualified structural engineer establishing the structural integrity of the tower.
17. The approval of the special use permit does not guarantee the issuance of the building permit.
18. The use authorized by the special use permit is required to abide by all relevant municipal codes.

Staff **does not support** the application.

Is this change contrary to the established land use pattern?
No. There is an existing cell tower within 800 feet from the location of the proposed communication tower.

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

Will change adversely influence living conditions in the neighborhood?

Possibly.

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

Attachments:

Maps

Narrative & Airspace Study

Site Plan

Survey & Topography Plans

Collocation Letter

FCC Notice

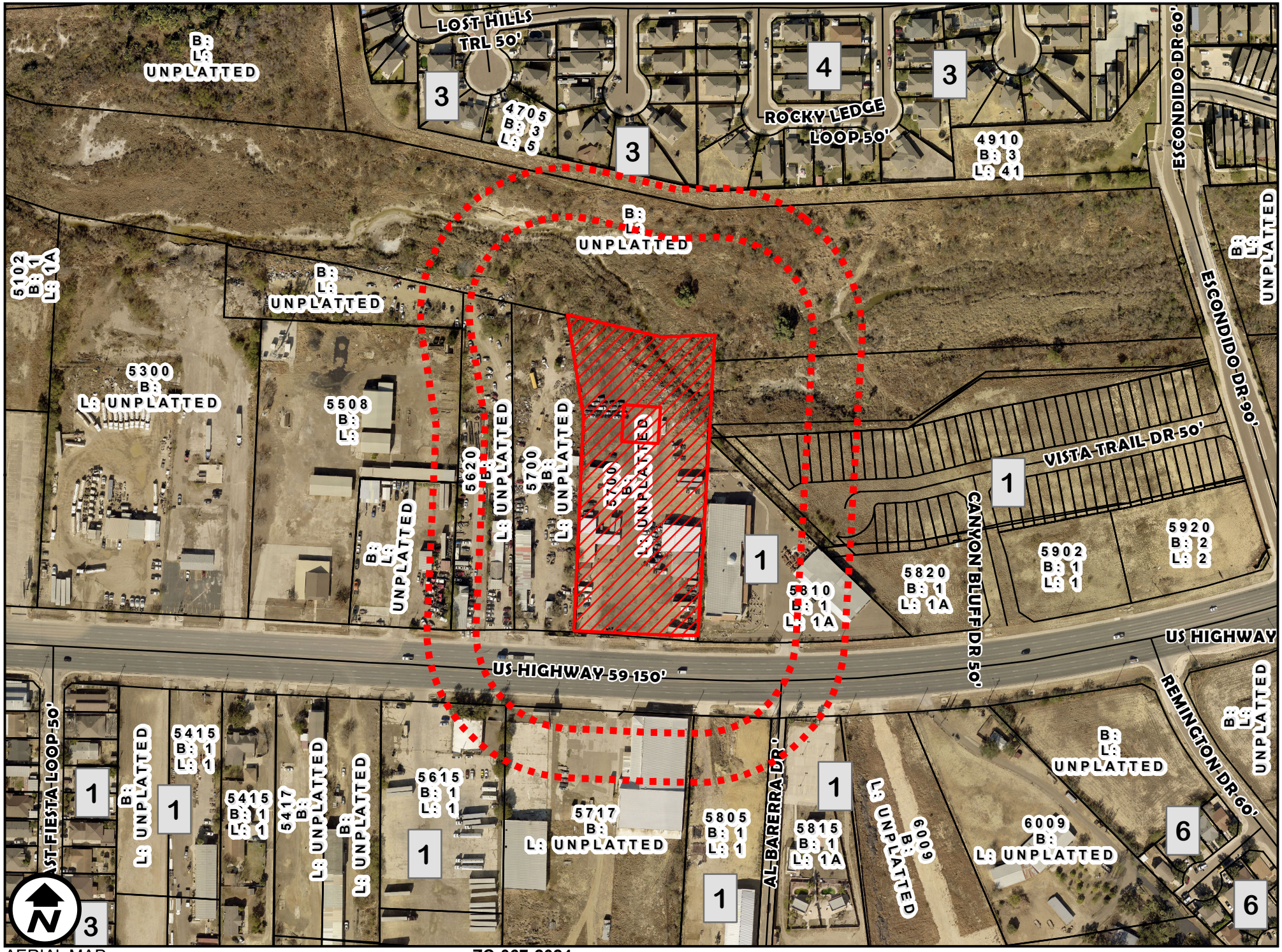
Tower Separation Letter & Map

Feasible Location for New Tower

Communication Tower Plans

Grading Plans, Profile, & Compound Plan

Draft Ordinance

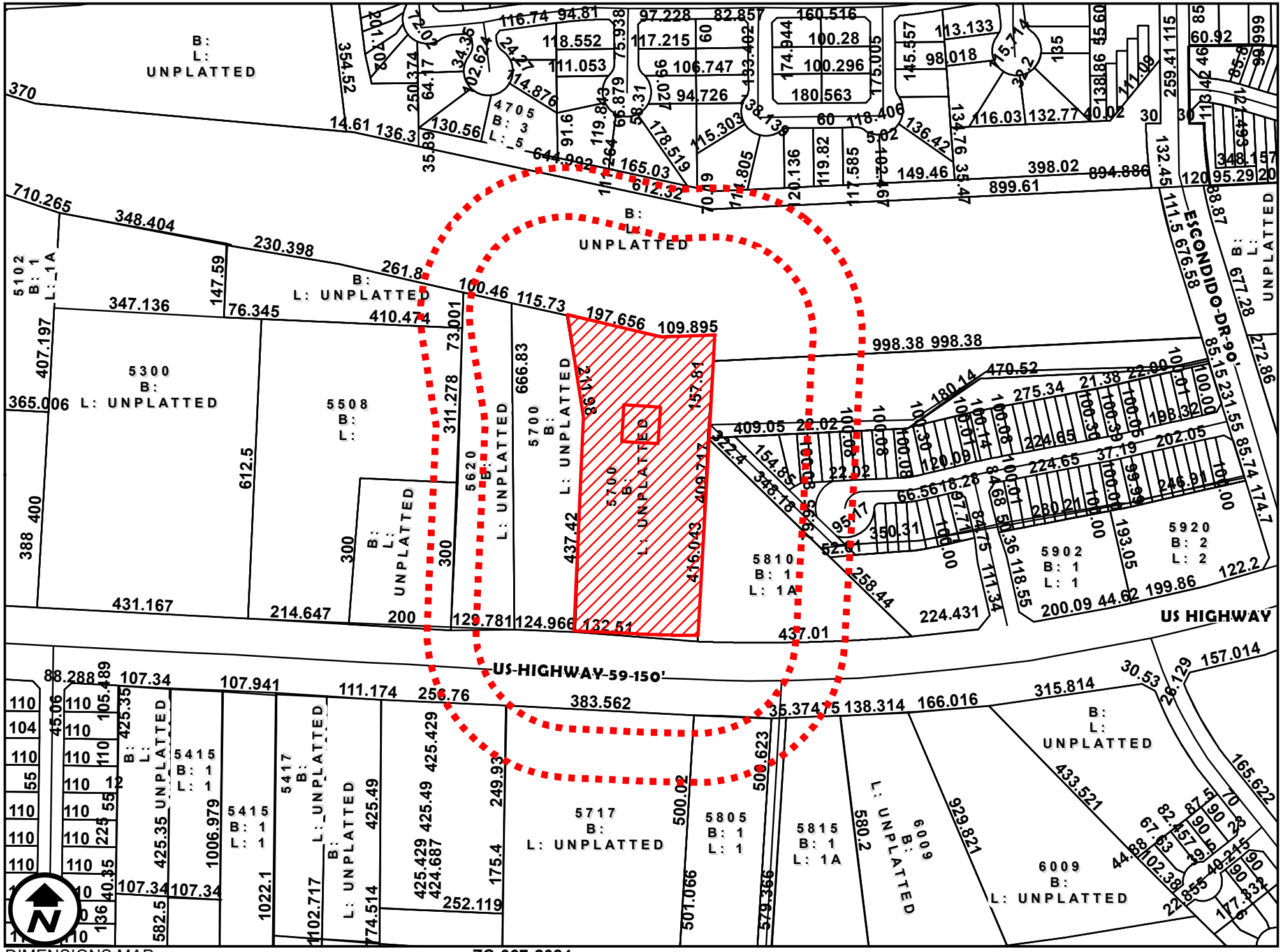


AERIAL MAP

1 inch = 250 feet

ZC-067-2024
COUNCIL DISTRICT 5
NORTH OF US HIGHWAY 59 AND WEST OF ESCONDIDO DRIVE

APPLICATION FO
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P FOR COMMUNICATION TOWER

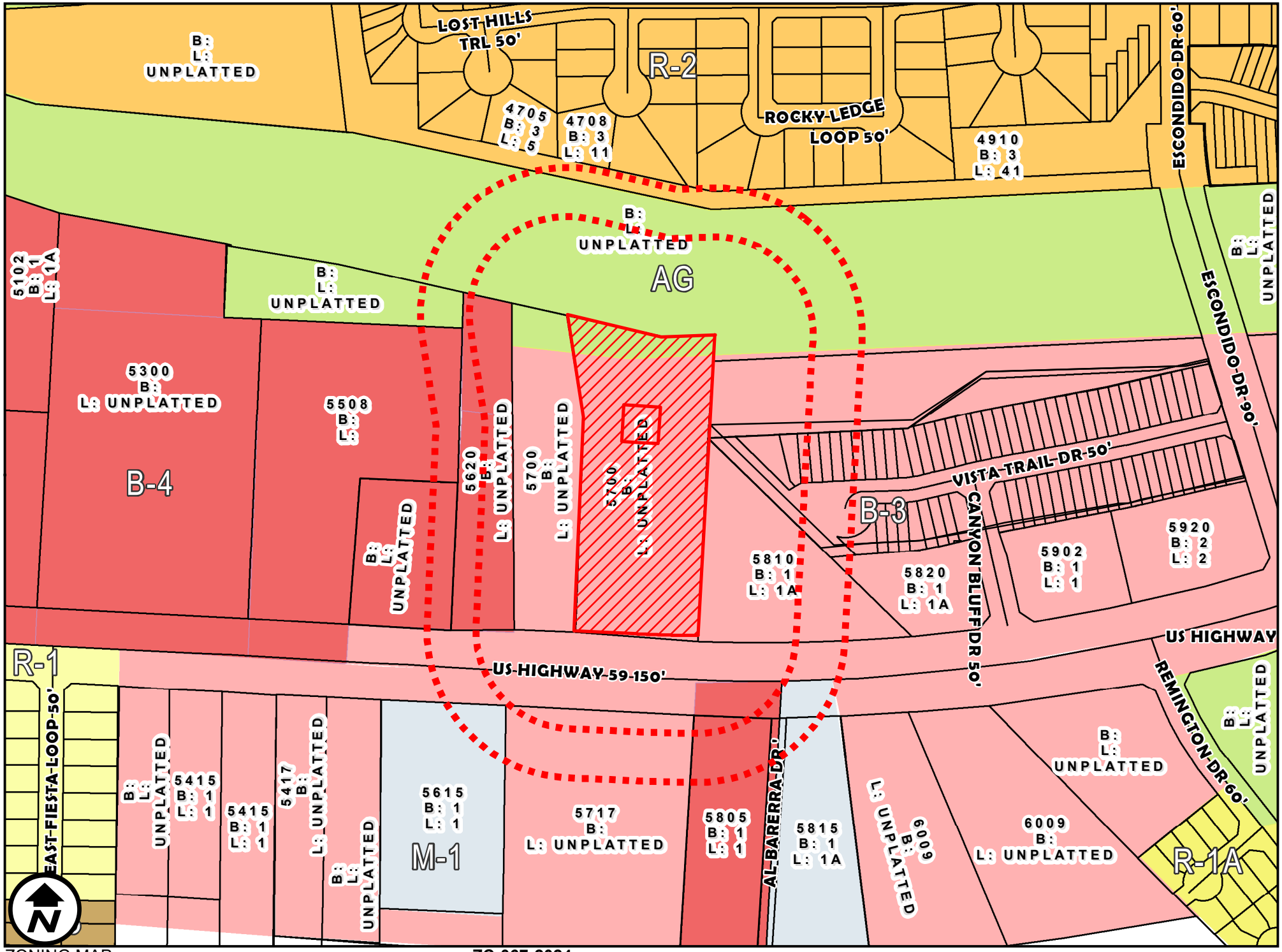


DIMENSIONS MAP

1 inch = 250 feet

ZC-067-2024
COUNCIL DISTRICT 5
NORTH OF US HIGHWAY 59 AND WEST OF ESCONDIDO DRIVE

APPLICATION FC
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P FOR COMMUNICATION TOWER

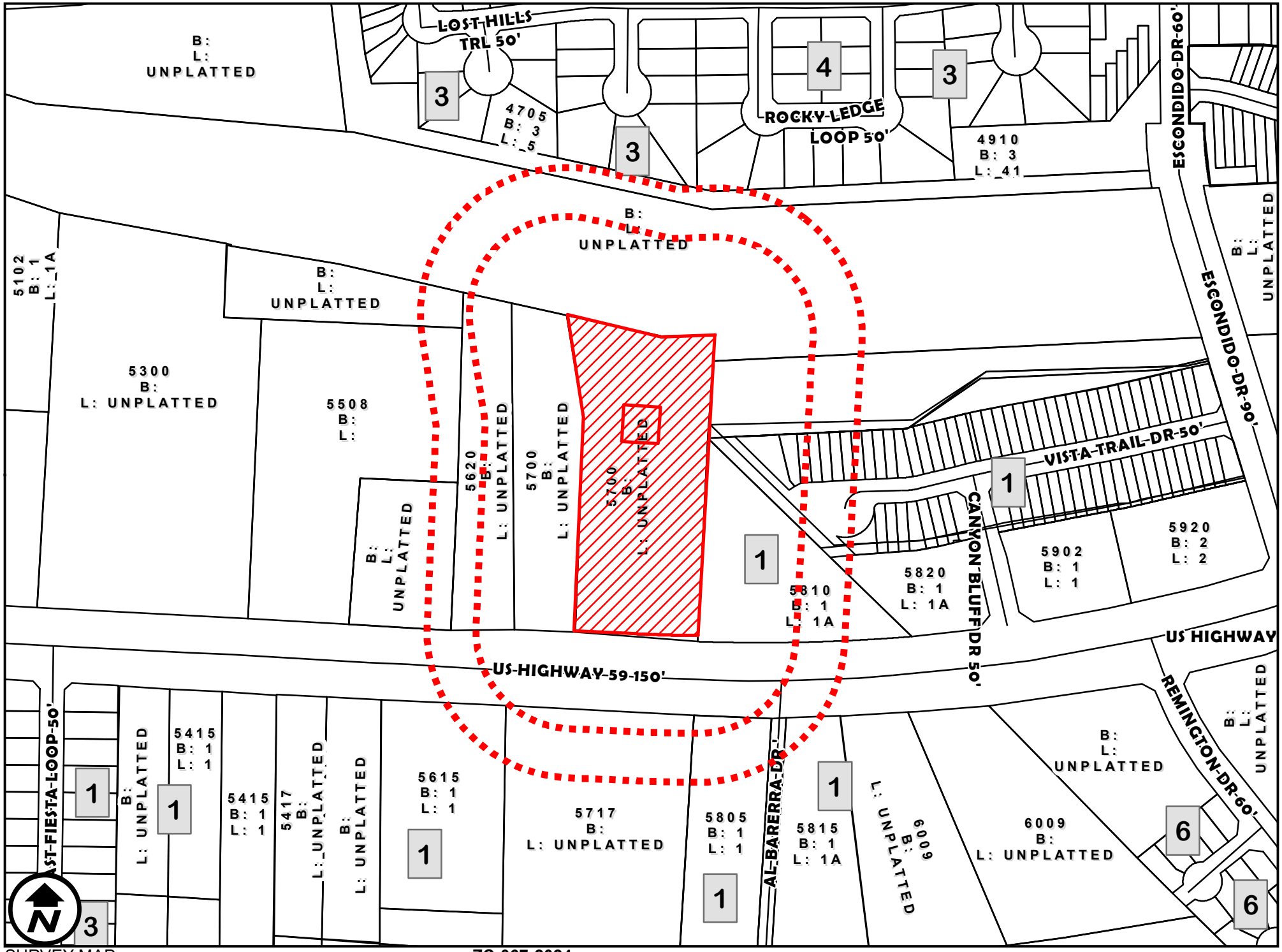


ZONING MAP

1 inch = 250 feet

ZC-067-2024
COUNCIL DISTRICT 5
NORTH OF US HIGHWAY 59 AND WEST OF ESCONDIDO DRIVE

APPLICATION FO
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P FOR COMMUNICATION TOWER

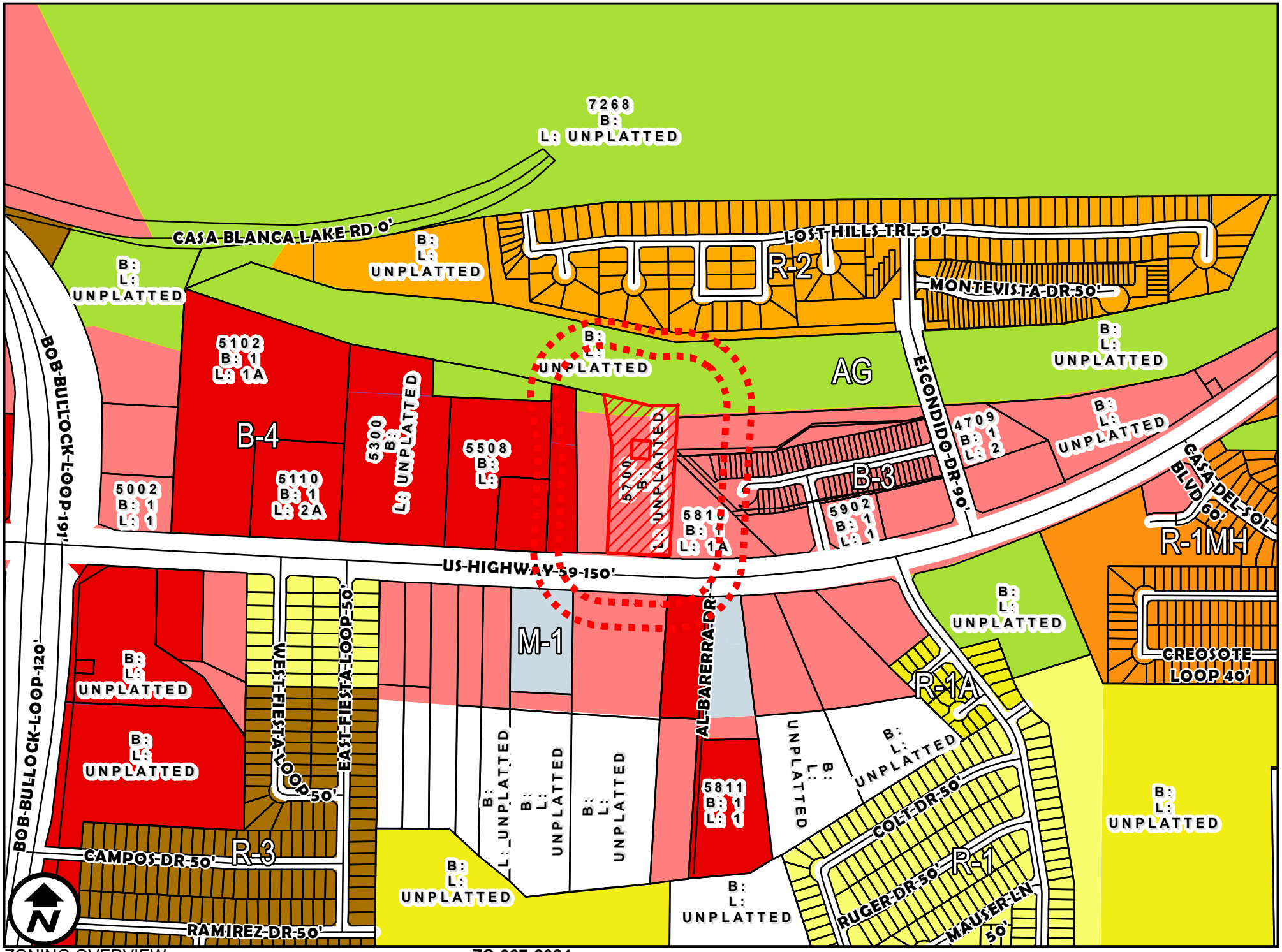


SURVEY MAP

1 inch = 250 feet

ZC-067-2024
COUNCIL DISTRICT 5
NORTH OF US HIGHWAY 59 AND WEST OF ESCONDIDO DRIVE

APPLICATION FO
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P FOR COMMUNICATION TOWER

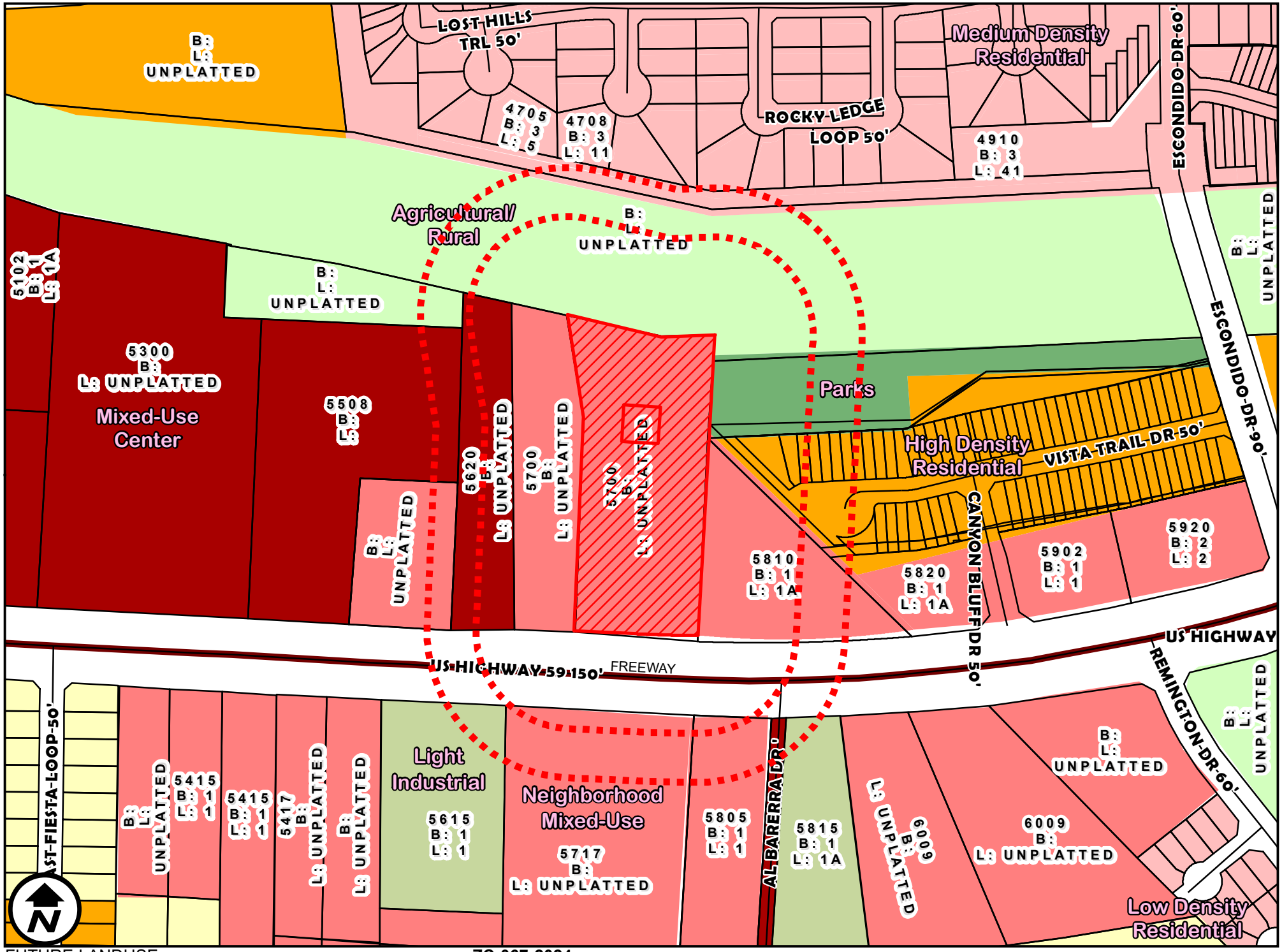


ZONING OVERVIEW

1 inch = 500 feet

ZC-067-2024
COUNCIL DISTRICT 5
NORTH OF US HIGHWAY 59 AND WEST OF ESCONDIDO DRIVE

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P FOR COMMUNICATION TOWER

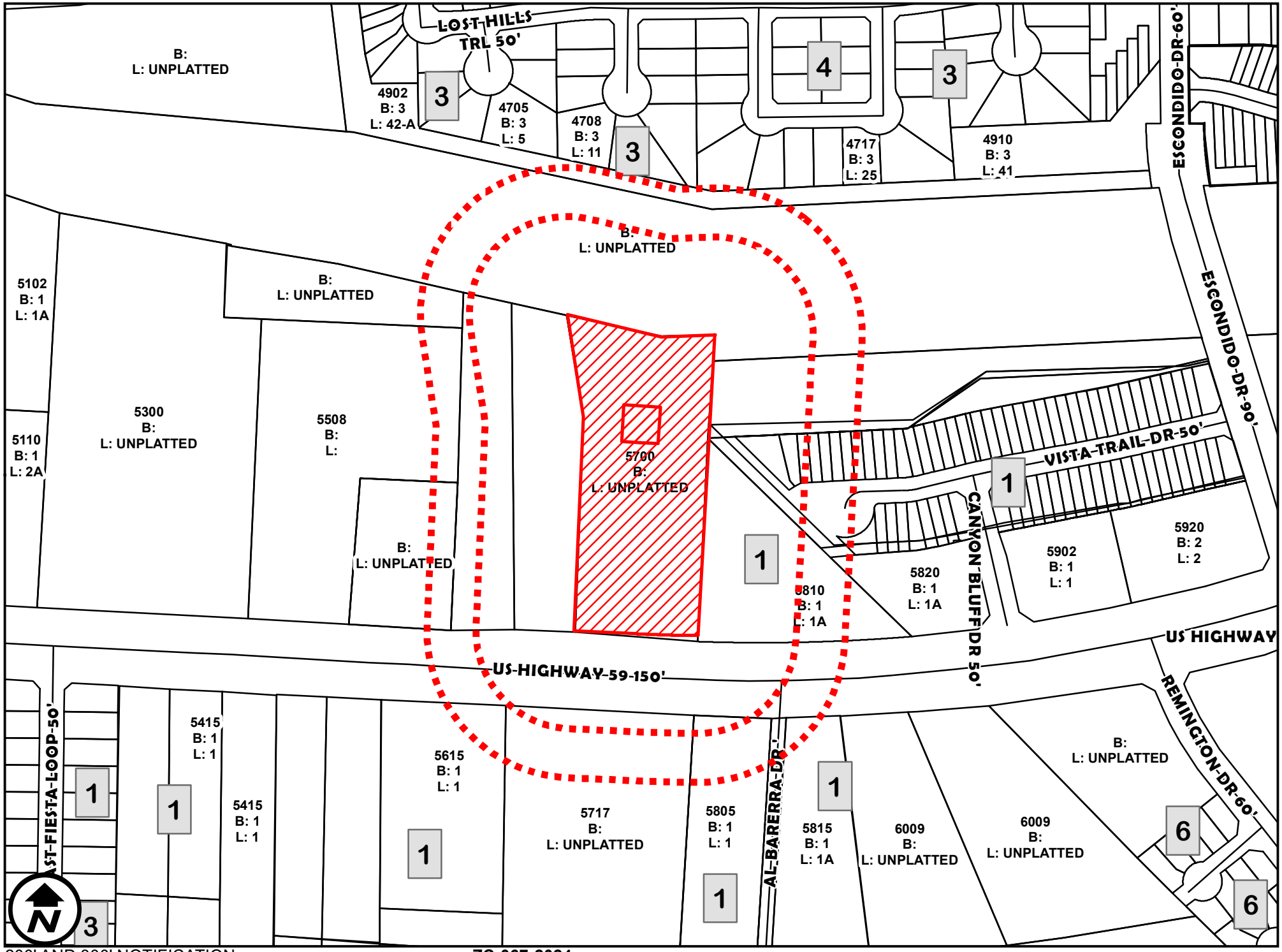


FUTURE LANDUSE

1 inch = 250 feet

ZC-067-2024
COUNCIL DISTRICT 5
NORTH OF US HIGHWAY 59 AND WEST OF ESCONDIDO DRIVE

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P FOR COMMUNICATION TOWER



200' AND 300' NOTIFICATION

1 inch = 250 feet

ZC-067-2024
COUNCIL DISTRICT 5
NORTH OF US HIGHWAY 59 AND WEST OF ESCONDIDO DRIVE

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P FOR COMMUNICATION TOWER

City of Laredo TX
1413 Houston Street
Laredo, TX 78040

June 28, 2024

Re: Site Number: 212070 Ultra Well

To whom it may concern,

American Tower Corporation is making application for a Specific Use Permit for the construction of a wireless telecommunications facility in the City of Laredo TX.

Narrative:

American Tower Corporation (ATC) currently operates a 122’ tall tower and wireless telecommunications facility located at 5508 E. Saunders Street where the lease for the facility is expiring August 11, 2024. Therefore, in order to provide its tenants a platform to operate their wireless telecommunications networks and provide communications service and essential life safety network capacity, ATC must install a new tower near the tower to be dismantled. In this effort, ATC has secured an interest in a property located at 531 County Road 457 for a long term lease and construction of a 122’ tall tower and wireless telecommunications facility. The new tower facility will be substantially similar to the existing facility and will be built to accommodate all the major wireless communications carriers. The tower will be a galvanized steel monopole designed to code and placed within a fenced and secured compound. The tower will be located in excess of 75% of tower height from the nearest property line as prescribed in the City ordinance. Construction of the facility will begin within the next six to twelve months.

Supplementary Information:

The carriers who will install on this tower will operate on federally licensed frequencies under the guidelines and requirements of the Federal Communications Commission (FCC). The facility will be registered with the FCC. The tower will not pose a hazard to air navigation as demonstrated by the enclosed air space analysis and ATC has submitted notification to the Federal Aviation Administration (FAA), filing number 2024-ASW-6834-OE, providing notice to the FAA for their official review and issuance of a determination of no hazard to airspace. The tower facility will be operated within the guidelines of the FAA. This facility will comply with the 1996 telecommunications act and will receive all necessary approvals from the state

historical preservation office and other agencies in compliance with the act prior to the start of construction.

If you have any questions, please do not hesitate to call and / or email me. I can be reached at 205-443-3429 or via email to hcarrico@craftongroup.com.

Thank you,

Hope Carrico
Project Manager

****
* Federal Airways & Airspace *
* Summary Report: New Construction *
* Antenna Structure *
****

Airspace User: Not Identified

File: 212070

Location: Laredo, TX

Latitude: 27°-31'-45.91" Longitude: 99°-26'-16.54"

SITE ELEVATION AMSL.....421 ft.
STRUCTURE HEIGHT.....130 ft.
OVERALL HEIGHT AMSL.....551 ft.

NOTICE CRITERIA
  FAR 77.9(a): NNR (DNE 200 ft AGL)
  FAR 77.9(b): NR (Exceeds Notice Slope, Maximum: 532 ft.)
  FAR 77.9(c): NNR (Not a Traverse Way)
  FAR 77.9:   NNR FAR 77.9 IFR Notice for LRD
  FAR 77.9:   NNR (No Expected TERPS® impact with XA66)
  FAR 77.9(d): NNR (Off Airport Construction)

  NR = Notice Required
  NNR = Notice Not Required
  PNR = Possible Notice Required (depends upon actual IFR procedure)
        For new construction review Air Navigation Facilities at bottom
        of this report.

  Notice to the FAA is required because height exceeds Notice Slope criteria.
  The maximum height to avoid notice is 532 ft AMSL.

OBSTRUCTION STANDARDS
  FAR 77.17(a)(1): DNE 499 ft AGL
  FAR 77.17(a)(2): DNE - Airport Surface
  FAR 77.19(a):   DNE - Horizontal Surface
  FAR 77.19(b):   DNE - Conical Surface
  FAR 77.19(c):   DNE - Primary Surface
  FAR 77.19(d):   DNE - Approach Surface
  FAR 77.19(e):   DNE - Approach Transitional Surface
  FAR 77.19(e):   DNE - Abeam Transitional Surface

VFR TRAFFIC PATTERN AIRSPACE FOR: LRD: LAREDO INTL
Type: A   RD: 6545.079   RE: 467.4
  FAR 77.17(a)(1):   DNE
  FAR 77.17(a)(2):   DNE - Height No Greater Than 200 feet AGL.
  VFR Horizontal Surface: DNE
  VFR Conical Surface: DNE
  VFR Primary Surface: DNE
  VFR Approach Surface: DNE
  VFR Transitional Surface: DNE

  The structure is within VFR - Traffic Pattern Airspace Climb/Descent Area.
  Structures exceeding the greater of 350' AAE, 77.17(a)(2), or VFR horizontal
  and conical surfaces will receive a hazard determination from the FAA.
  Maximum AMSL of Traffic Pattern Area is 858 feet.

VFR TRAFFIC PATTERN AIRSPACE FOR: XA66: EL JARDIN RANCH
Type: A   RD: 202824.8   RE: 475.1
  FAR 77.17(a)(1):   DNE
  FAR 77.17(a)(2):   DNE - Greater Than 5.99 NM.
  VFR Horizontal Surface: DNE
  VFR Conical Surface: DNE
  VFR Primary Surface: DNE
  VFR Approach Surface: DNE
  VFR Transitional Surface: DNE

TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)
  FAR 77.17(a)(3) Departure Surface Criteria (40:1)
  DNE Departure Surface

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)
  FAR 77.17(a)(4) MOCA Altitude Enroute Criteria
  The Maximum Height Permitted is 1400 ft AMSL

PRIVATE LANDING FACILITIES

FACIL IDENT	TYP	NAME	BEARING To FACIL	RANGE IN NM	DELTA ARP ELEVATION	FAA IFR
XA22	HEL	LAREDO MEDICAL CENTER	277.18	2.14	+85	

  No Impact to Private Landing Facility
  Structure is beyond notice limit by 8003 feet.

AIR NAVIGATION ELECTRONIC FACILITIES

FAC IDNT	TYPE	ST AT	FREQ	VECTOR	DIST (ft)	DELTA ELEVA	ST	LOCATION	GRND ANGLE	APCH BEAR
LRD	LOCALIZER	I	111.9	274.01	8371	+74	TX	RWY 18R LAREDO IN	.51	178
LRD	ATCT	I	A/G	293.78	10669	-53	TX	LAREDO INTL	-.28	

No Impact. Does Not Exceed Navaid EMI Notice Height Criteria.

LRD	VORTAC	R	117.4	160.39	19565	-32	TX	LAREDO	-.09	

No Impact. Does Not Exceed Navaid EMI Notice Height Criteria.
Alert! IFR Notice is not required for this structure.
Predict within Final Segment of Approach plus Fix Error Area.
Within FAR 77.9 IFR Notice Requirement Area for LRD: VOR OR TACAN RWY 32
The maximum IFR No Notice Height for new construction is: 620' AMSL.

LRD	CO	Y	A/G	133.43	24229	-38	TX	LAREDO	-.09	
QZA	RADAR ARSR	Y	1277.7	94.28	152298	-407	TX	Oilton	-.15	

5G AIRPORT SAFETY AREA
5G conflict with airport LRD Zone 2.
Please review 5G Report: 212070.5GR

CFR Title 47, §1.30000-§1.30004
AM STUDY NOT REQUIRED: Structure is not near a FCC licensed AM station.
Movement Method Proof as specified in §73.151(c) is not required.
Please review 'AM Station Report' for details.
Nearest AM Station: KLNT @ 5047 meters.

Airspace® Summary Version 24.5.700

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05-21-2024
12:35:15

Exhibit B

ZONING INFORMATION		
DISTRICT: CITY OF LAREDO		
	REQUIRED:	PROPOSED:
MIN SET BACK:	92'	111'
FALL ZONE REQUIREMENT:	92'	111'

BOM NOTES:

1. ENGINEERS ESTIMATED GRAVEL QUANTITY IS BASED ON THE LENGTH AND WIDTH OF THE ROAD AND DOES NOT CONSIDER COMPACTION. CONTRACTOR SHALL DETERMINE REQUIRED COMPACTED QUANTITY OF GRAVEL PER QUARRY RECOMMENDATION.
2. QUANTITY OF MATERIALS SHOWN IN THE PROVIDED TABLE ARE ESTIMATED BASED ON THE PROPOSED ENGINEERING DESIGN. ANY CHANGES TO QUANTITIES SHALL BE DISCUSSED AND CONFIRMED WITH THE ATC CONSTRUCTION MANAGER.

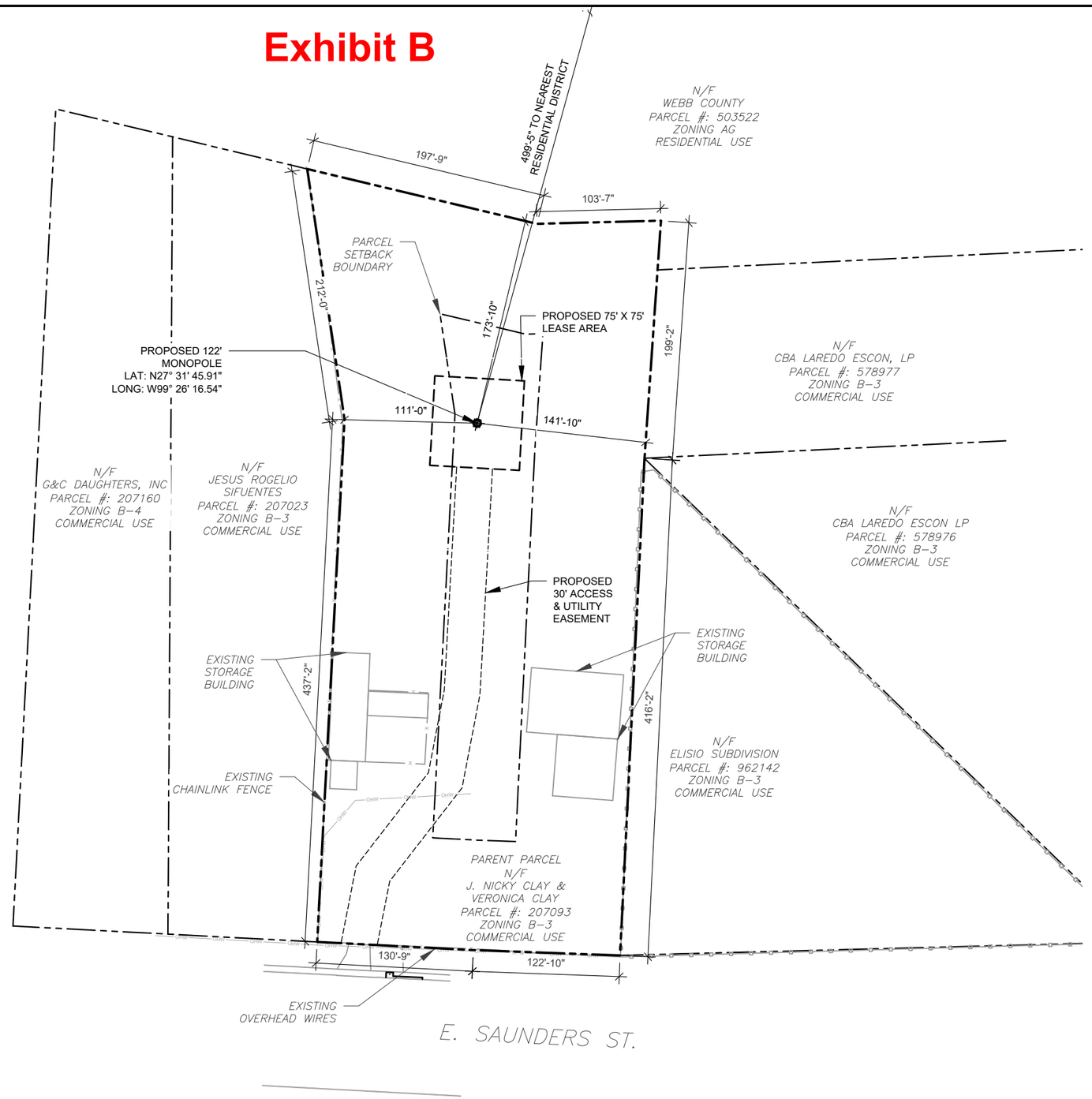
BID DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY
MATERIAL - CIVIL (CONTRACTOR PROVIDED)		
GROUNDING SYSTEM	EACH	1
CONDUIT	LF ±	870
LANDSCAPING	LF ±	0
FENCE AND GATE(S)	LF ±	230
BOLLARD(S)	EACH	0
FILL	CY ±	268

BID DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY
LABOR - CIVIL		
COMPOUND REPAIR / INSTALLATION	SQ. FT. ±	3150
BOLLARD INSTALLATION / REPAIR	EACH	0

EXISTING STRUCTURES: 11,125 SF / 0.255 AC

LEGEND

- EXISTING PROPERTY
- EXISTING ADJ. PROPERTY
- EXISTING EASEMENT
- EXISTING CONTOUR (MAJOR)
- EXISTING CONTOUR (MINOR)
- EXISTING TREELINE
- EXISTING CHAINLINK FENCE
- EXISTING BUILDING
- EXISTING STORM DRAIN
- EXISTING ROAD (DIRT)
- EXISTING ROAD (STONE)
- EXISTING ROAD (PAVED)
- EXISTING CONCRETE
- EXISTING LEASE AREA
- EXISTING OVERHEAD WIRE
- EXISTING UTILITY POLE



1 OVERALL SITE PLAN

0 100' 200'

SCALE: 1"=100' (11X17)
1"=50' (22X34)

AMERICAN TOWER®
ATC TOWER SERVICES, LLC
1 FENTON MAIN STREET
SUITE 300
CARY, NC 27511
PHONE: (919) 468-0112
COA: F-6274

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OR SERVICE ARE THE EXCLUSIVE PROPERTY OF AMERICAN TOWER. THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO AMERICAN TOWER OR THE SPECIFIED CARRIER IS STRICTLY PROHIBITED. TITLE TO THESE DOCUMENTS SHALL REMAIN THE PROPERTY OF AMERICAN TOWER WHETHER OR NOT THE PROJECT IS EXECUTED. NEITHER THE ARCHITECT NOR THE ENGINEER WILL BE PROVIDING ON-SITE CONSTRUCTION REVIEW OF THIS PROJECT. CONTRACTOR(S) MUST VERIFY ALL DIMENSIONS AND ADVISE AMERICAN TOWER OF ANY DISCREPANCIES. ANY PRIOR ISSUANCE OF THIS DRAWING IS SUPERSEDED BY THE LATEST VERSION ON FILE WITH AMERICAN TOWER.

REV.	DESCRIPTION	BY	DATE
0	FOR CONSTRUCTION	PN	09/09/24
1	REMOVE AERIAL	ST	10/08/24
3	BUILDING NAME UPDATE	PN	01/06/25

ATC SITE NUMBER:
212070

ATC SITE NAME:
STRELO ULTRA WELL

SITE ADDRESS:
5700 E SAUNDERS STREET
LAREDO, TX 78041-765

SEAL:

STATE OF TEXAS
SCOTT R. FLETCHER
154014
LICENSED PROFESSIONAL ENGINEER

Digitally Signed: 2025-01-06

DATE DRAWN:	09/09/24
ATC JOB NO:	14853811_D4
OPS JOB NO:	14430369
ATC LEGACY #:	76534

OVERALL SITE PLAN & BOM

SHEET NUMBER:	REVISION:
C-101	3

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Exhibit A

PROJECT SUMMARY

FIELD SURVEY DATE: 03/05/2024

SITE ADDRESS: 5700 E SAUNDERS ST, LAREDO, TX 78041

PARCEL INFORMATION
OWNER: J. NICKY CLAY AND VERONA CLAY
ADDRESS: 410 BROWN BRIDGE RD, PIEDMONT, AL 36272
APN: 207093

TOTAL AREAS:
PARENT PARCEL: 3.7682 ACRES ± (PER DEED)
ATC AREA: 0.1291 ACRES ±

GEOGRAPHIC COORDINATES OF CENTER ATC AREA:
LATITUDE: 27°31'45.91" N (27.529419°)
LONGITUDE: 99°26'16.54" W (–99.437928°)
VERTICAL DATUM: NAVD 1988 (COMPUTED USING GEOID18)
HORIZONTAL DATUM: NAD83
GROUND ELEVATION: 421.2
*BEARINGS ARE BASED ON GRID NORTH (TX SOUTH)

FLOODPLAIN:
PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE AE – BASE FLOOD ELEVATION 425 FEET. COMMUNITY PANEL NO. : 48479C1215C DATED: 04/02/2008

*THIS SPECIFIC PURPOSE ALTA SURVEY IS FOR THE ATC AREA AND EASEMENTS ONLY AND WAS PREPARED FOR THE EXCLUSIVE USE OF AMERICAN TOWER CORPORATION AND EXCLUSIVELY FOR THE TRANSFERRAL OF THE ATC AREA AND THE RIGHTS OF EASEMENT SHOWN HEREON. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED. THIS SURVEY IS NOT INTENDED TO BE USED OR RELIED UPON BY ANY PARTY OTHER THAN AMERICAN TOWER CORPORATION AND CANNOT BE USED BY ANY PARTY FOR ANY OTHER PURPOSE, INCLUDING RECORDING.

ENCROACHMENT STATEMENT
THERE WERE NO EVIDENT ENCROACHMENTS AT THE TIME OF SURVEY.

SURVEYOR'S NOTES

1. THERE IS ACCESS TO THE PARENT PARCEL VIA E SAUNDERS STREET, A PUBLIC RIGHT OF WAY.
2. THE LOCATIONS OF ALL UTILITIES SHOWN ON THE SURVEY ARE FROM VISIBLE SURFACE EVIDENCE ONLY.
3. AT THE TIME OF THIS SURVEY THERE WAS NO OBSERVABLE SURFACE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
4. AT THE TIME OF THIS SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF THE PARENT PARCEL BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
5. AT THE TIME OF THIS SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF ANY RECENT CHANGES IN STREET RIGHT–OF–WAY LINES EITHER COMPLETED OR PROPOSED, AND AVAILABLE FROM THE CONTROLLING JURISDICTION.
6. AT THE TIME OF THIS SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF ANY RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
7. EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: GEOMAX ZOOM ROBOTIC AND CARLSON brx7 BASE AND ROVER. SEE GNSS NOTES FOR GNSS EQUIPMENT.
8. NO WETLANDS AREAS HAVE BEEN INVESTIGATED BY THIS SURVEY.
9. BASIS OF BEARING: GNSS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.
10. BASIS OF ELEVATION: GNSS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.

ZONING INFORMATION

ZONE: B–3

*ALL SITE RESTRICTIONS SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS

LEGAL DESCRIPTION

30' ACCESS & UTILITY EASEMENT – AS SURVEYED:

TOGETHER WITH A 30–FOOT WIDE LYING AND BEING A PART OF IN PORCION 28, ABSTRACT 241, WEBB COUNTY, TEXAS, AND BEING A PART OF A CALLED 3.7682 ACRE TRACT OUT OF A 7.5364 ACRE TRACT AS DESCRIBED IN DEED TO J. NICKY CLAY AND VERONA CLAY AS RECORDED IN VOLUME 1467, PAGE 415, WEBB COUNTY RECORDS, MEASURING 15 FEET EACH SIDE OF CENTERLINE, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1.5–INCH OPEN TOP PIPE FOUND AT THE SOUTHWEST CORNER OF A CALLED 1.7682 ACRE TRACT OUT OF A 7.5364 ACRE TRACT AS DESCRIBED IN DEED TO G & C DAUGHTERS, INC. AS RECORDED IN VOLUME 3869, PAGE 203, WEBB COUNTY RECORDS, SAID PIPE HAVING A TEXAS GRID NORTH, NAD 83, SOUTH ZONE VALUE OF N: 17081975.1055 E: 679901.3504;

THENCE RUNNING ALONG THE NORTHERLY RIGHT–OF–WAY LINE OF EAST SAUNDERS STREET, SOUTH 87°00'05" EAST, 289.87 FEET TO A POINT AND THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID RIGHT–OF–WAY LINE AND RUNNING, NORTH 11°06'02" EAST, 60.14 FEET TO A POINT;

THENCE, NORTH 37°45'22" EAST, 98.79 FEET TO A POINT;

THENCE, NORTH 10°50'33" EAST, 74.95 FEET TO A POINT;

THENCE, NORTH 03°10'43" EAST, 187.88 FEET TO THE ENDING AT A POINT IN AN ATC AREA LINE.

BEARINGS BASED ON TEXAS GRID NORTH, NAD 83, SOUTH ZONE.

ATC AREA – AS SURVEYED:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING A PART OF IN PORCION 28, ABSTRACT 241, WEBB COUNTY, TEXAS, AND BEING A PART OF A CALLED 3.7682 ACRE TRACT OUT OF A 7.5364 ACRE TRACT AS DESCRIBED IN DEED TO J. NICKY CLAY AND VERONA CLAY AS RECORDED IN VOLUME 1467, PAGE 415, WEBB COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1.5–INCH OPEN TOP PIPE FOUND AT THE SOUTHWEST CORNER OF A CALLED 1.7682 ACRE TRACT OUT OF A 7.5364 ACRE TRACT AS DESCRIBED IN DEED TO G & C DAUGHTERS, INC. AS RECORDED IN VOLUME 3869, PAGE 203, WEBB COUNTY RECORDS, SAID PIPE HAVING A TEXAS GRID NORTH, NAD 83, SOUTH ZONE VALUE OF N: 17081975.1055 E: 679901.3504;

THENCE RUNNING ALONG THE NORTHERLY RIGHT–OF–WAY LINE OF EAST SAUNDERS STREET, SOUTH 87°00'05" EAST, 289.87 FEET TO A POINT;

THENCE LEAVING SAID RIGHT–OF–WAY LINE AND RUNNING, NORTH 11°06'02" EAST, 60.14 FEET TO A POINT;

THENCE, NORTH 37°45'22" EAST, 98.79 FEET TO A POINT;

THENCE, NORTH 10°50'33" EAST, 74.95 FEET TO A POINT;

THENCE, NORTH 03°10'43" EAST, 187.88 FEET TO A POINT;

THENCE, NORTH 86°40'10" WEST, 37.52 FEET TO A CAPPED REBAR SET AND THE TRUE POINT OF BEGINNING;

THENCE, NORTH 03°19'50" EAST, 75.00 FEET TO A CAPPED REBAR SET;

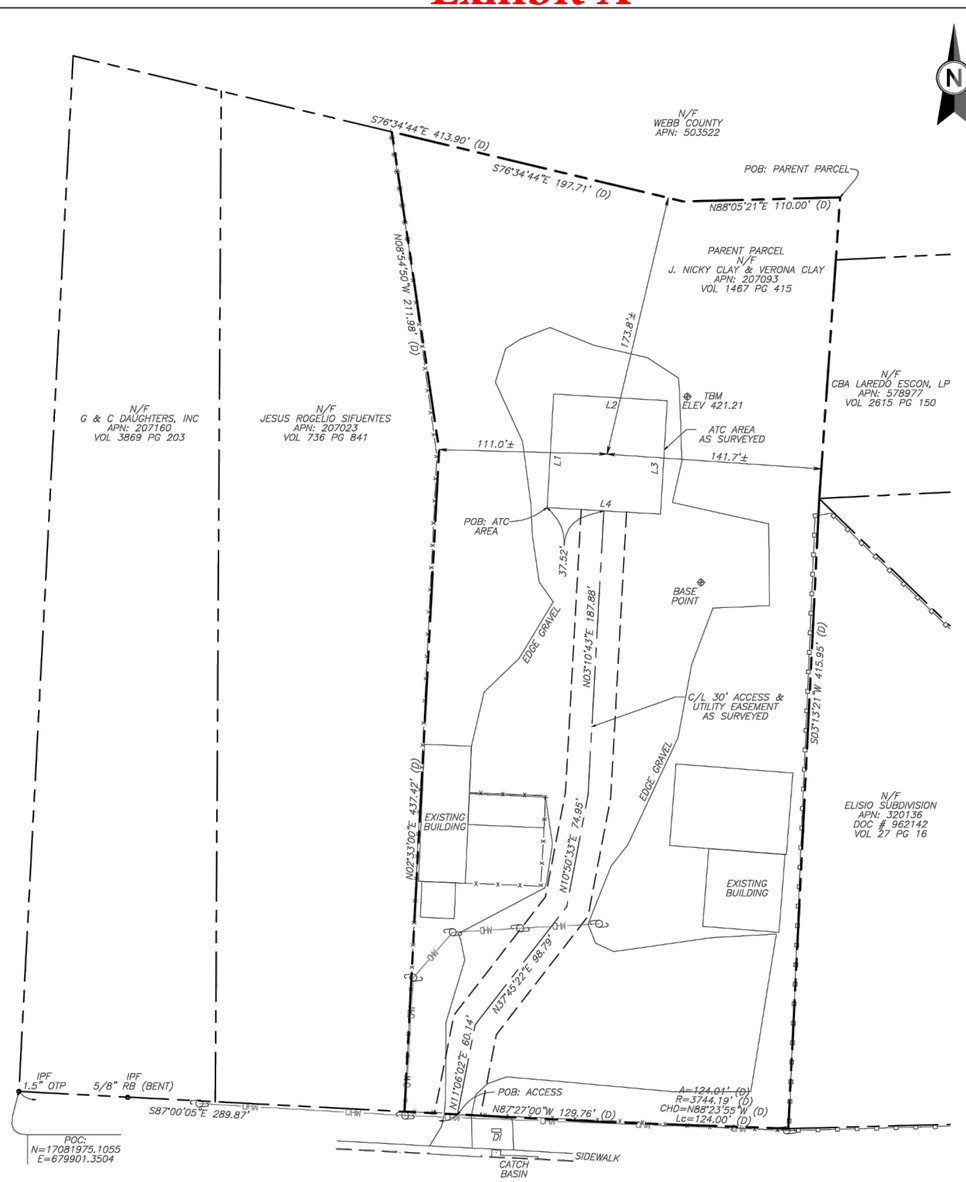
THENCE, SOUTH 86°40'10" EAST, 75.00 FEET TO A CAPPED REBAR SET;

THENCE, SOUTH 03°19'50" WEST, 75.00 FEET TO A CAPPED REBAR SET;

THENCE, NORTH 86°40'10" WEST, 75.00 FEET TO A CAPPED REBAR SET AND THE POINT OF BEGINNING.

BEARINGS BASED ON TEXAS GRID NORTH, NAD 83, SOUTH ZONE.

SAID TRACT CONTAINS 0.1291 ACRES (5,625 SQUARE FEET), MORE OR LESS.



SURVEY LEGEND

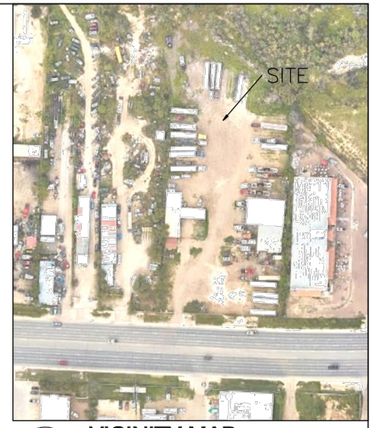
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
IPS	IRON PIN SET
IPF	IRON PIN FOUND
CMF	CONCRETE MONUMENT FOUND
RB	REBAR
UP	UTILITY POLE
FH	FIRE HYDRANT
OU	OVERHEAD UTILITY
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
HDPE	HIGH DENSITY POLYETHYLENE PIPE
PVC	POLYVINYL CHLORIDE PIPE
GW	GUY WIRE ANCHOR
TR	TRANSFORMER
CLF	CHAIN LINK FENCE
N/F	NOW OR FORMERLY
IB	ICE BRIDGE
IBP	ICE BRIDGE POLE
A/C	AIR CONDITIONING
TYP	TYPICAL
CP	CONCRETE PAD
GC	GROUND COVER
EP	EDGE OF PAVEMENT
BC	BACK OF CURB
R/W	RIGHT–OF–WAY
DI	DRAIN INLET
D	DEED
	UTILITY POLE

EXISTING PROPERTY
EXISTING ADJ. PROPERTY
EXISTING EASEMENT
EXISTING CHAIN LINK FENCE
EXISTING BARB WIRE FENCE
EXISTING METAL FENCE
EXISTING OVERHEAD WIRE

SURVEY PLAN

0 100' 200'

SCALE: 1"=100' (11X17)
1"=50' (22X34)



VICINITY MAP

LINE TABLE

LINE	BEARING	DISTANCE
L1	N03°19'50"E	75.00'
L2	S86°40'10"E	75.00'
L3	S03°19'50"W	75.00'
L4	N86°40'10"W	75.00'

GNSS NOTES

THE FOLLOWING GNSS STATISTICS UPON WHICH THIS SURVEY IS BASED HAVE BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL:

POSITIONAL ACCURACY: 0.04 FEET (HORZ) 0.21 FEET (VERT)
TYPE OF EQUIPMENT: CARLSON BRX7 BASE AND ROVER, DUAL FREQUENCY
TYPE OF GNSS FIELD PROCEDURE: ONLINE POSITION USER SERVICE
DATES OF SURVEY: 03/05/2024
DATUM / EPOCH: NAD_83(2011)(EPOCH: 2010.0000)
PUBLISHED / FIXED CONTROL USE: N/A
GEOID MODEL: 18
COMBINED GRID FACTOR(S): 0.99992071
(CENTERED ON THE GNSS BASE POINT AS SHOWN HEREON)
CONVERGENCE ANGLE: –0.42573889°
BENCHMARKS USED: DM2696, DM2674, DF4381

SURVEYOR'S CERTIFICATE

TO AMERICAN TOWER CORPORATION AND WESTCOR LAND TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 7(A), 7(B)(1), 8, 9, AND 13 TABLE A THEREOF.

03/13/24

JUSTIN KYLE LAWRENCE, PROFESSIONAL SURVEYOR # 6589

Know what's below. Call before you dig.

AMERICAN TOWER ®
ATC TOWER SERVICES, INC.
3500 REGENCY PARKWAY
SUITE 100
CARY, NC 27518
PHONE: (919) 468-0112
FAX: (919) 466-5415

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REV.	DESCRIPTION	BY	DATE
0	INITIAL RELEASE	JSD	03/13/24
1	PARENT METES/BOUNDS	DMM	10/7/24

ATC SITE NUMBER:
212070

ATC SITE NAME:
STRELO ULTRA WELL

SITE ADDRESS:
5700 E SAUNDERS STREET,
LAREDO, WEBB COUNTY, TX 78041

STATE OF TEXAS
REGISTERED
JUSTIN KYLE LAWRENCE
6589
PROFESSIONAL
LAND SURVEYOR

I DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND UNDER MY SUPERVISION. THE HORIZONTAL DATUM (COORDINATES) ARE IN THE TERMS OF THE NORTH AMERICAN DATUM OF 1983 (NAD83) AND ARE EXPRESSED AS DEGREES, MINUTES AND SECONDS, TO THE NEAREST HUNDREDTH OF A SECOND. THE VERTICAL DATUM (HEIGHTS) ARE IN TERMS OF NORTH AMERICAN VERTICAL DATUM OF 1988 AND ARE DETERMINED TO THE NEAREST TENTH OF A FOOT.

TEXAS REGISTRATION NO. 10194197

SURVEY BY:
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LAND SURVEYORS
100 GOVERNORS TRACE, STE. 103
PEACHTREE CITY, GA 30269
(p) (678) 565–4440
(F) (678) 565–4497
(w) pointtopointsurvey.com

P2P JOB NO: 240424TX

DRAWN BY:	JSD
APPROVED BY:	JKL
DATE DRAWN:	03/13/24
ATC JOB NO:	212070

*ALTA SURVEY

SHEET NUMBER:	REVISION:
V-101	1
SHEET 1 OF 3	

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GF NO: ATC-169198-C

LEGAL DESCRIPTION

PARENT PARCEL - AS PROVIDED (PER GF NO: ATC-169198-C):

SITUATED IN WEBB COUNTY, TEXAS AND BEING THE SURFACE ONLY OF A 3.7682 ACRES OF LAND, MORE OR LESS, OUT OF PORCION 28, ABSTRACT 241, WEBB COUNTY, TEXAS, BEING THE EAST-HALF OF A 7.5364 ACRE TRACT OF LAND, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

A TRACT OF LAND CONTAINING 7.5364 ACRES, MORE OR LESS, BEING COMPRISED OF A TRACT OF LAND CONTAINING APPROXIMATELY 2.85 ACRES CONVEYED BY T.B. DUNN AND WIFE ADELAIDE BUNN TO GEORGE NEEL BY DEED DATED THE 16TH DAY OF JANUARY 1956 AND RECORDED IN VOLUME 245, PAGES 198-199, WEBB COUNTY DEED RECORDS AND OF A TRACT OF LAND CONVEYED BY T.B. BUNN AND WIFE ADELAIDE BUNN TO GEORGE NEEL BY DEED DATED THE 16TH DAY OF SEPTEMBER 1959, AND RECORDED IN VOLUME 273, PAGES 573-574, WEBB COUNTY DEED RECORDS, SAID 7.5364 ACRE TRACT BEING SITUATED IN PORCION 28, ABSTRACT 241, EUGENIO MARTINEZ HEIRS ORIGINAL GRANTEE, WITHIN THE LIMITS OF THE CITY OF LAREDO, WEBB COUNTY, TEXAS AND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOW TO-WIT:

BEGINNING AT A BURNED RAILROAD TIE WHICH IS THE NORTHEAST CORNER OF THAT CERTAIN 110 ACRE TRACT OF LAND CONVEYED TO T.B. BUNN BY YSABEL P. GARCIN (FORMERLY YSABEL P. LIGHTNER) AND HUSBAND, MAX E. GARCIA, BY DEED DATED DECEMBER 2, 1954, RECORDED IN VOLUME 238, PAGES 139-141, WEBB COUNTY DEED RECORDS, ALSO BEING THE NORTH CORNER OF THE LINO FLORES TRACT AND THE NORTHEAST CORNER OF THE ABOVE MENTIONED 2.85 ACRE TRACT, SAID BURNED RAILROAD TIE BEING A PART ON TANGENT ON THE EASTERLY LINE HEREOF;

THENCE SOUTH 03°13'21" WEST - 415.95 FEET WITH FENCE ON THE EAST LINE OF THE ABOVE MENTIONED 2.85 ACRE TRACT, THE WEST LINE OF THE LINO FLORES TRACT, THE EAST LINE HEREOF, TO A ½ INCH DIAMETER IRON ROD SET ON THE NORTHERLY RIGHT-OFWAY LINE OF U.S. HIGHWAY NO. 59 FOR THE SOUTHEAST CORNER HEREOF;

THENCE NORTH 88°23'55" WEST - 124.00 FEET ALONG THE LONG CHORD OF A CURVE TO THE RIGHT HAVING THE FOLLOWING CHARACTERISTICS:

CENTRAL ANGLE RADIUS ARC CHORD TAN

01°53'50" 3744.719 124.01 124.0 62.01,

WITH THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 59, THE SOUTH LINE HEREOF TO A ½ INCH DIAMETER IRON ROD SET AT THE POINT OF TANGENCY OF SAID CURVE;

THENCE NORTH 87°27'00" WEST - 385.52 FEET CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 59, THE SOUTH LINE HEREOF, TO A ½ INCH DIAMETER IRON ROD SET FOR THE SOUTHEAST CORNER OF A TRACT CONTAINING 1.3774 ACRES, MORE OR LESS, SAID ½ INCH DIAMETER IRON ROD BEING THE SOUTHWEST CORNER HEREOF;

THENCE NORTH 02°33'00" EAST ALONG THE WEST LINE HEREOF, AT 300.00 FEET PASS A ½ INCH DIAMETER IRON ROD AT THE NORTHEAST CORNER OF THE ABOVE MENTIONED 1.3774 ACRE TRACT, SAME BEING THE MOST EASTERLY SOUTHEAST CORNER OF A 4.4193 ACRE TRACT, AT 612.50 FEET PASS A ½ INCH DIAMETER IRON ROD, THE NORTHEAST CORNER OF THE 4.4193 ACRE TRACT, AND AT A TOTAL DISTANCE OF 684.28 FEET, A ½ INCH DIAMETER IRON ROD ON THE SOUTH LINE OF THE LAKE CASABLANCA SPILLWAY TRACT, THIS BEING THE NORTHWEST CORNER HEREOF;

THENCE SOUTH 77°01'39" EAST - 413.90 FEET WITH THE SOUTH LINE OF THE LAKE CASA BLANCA SPILLWAY TRACT, THE NORTH LINE HEREOF TO A ½ INCH DIAMETER IRON ROD SET FOR A POINT OF DEFLECTION TO THE LEFT;

THENCE NORTH 88°05'21" EAST - 110.00 FEET CONTINUING WITH THE SOUTH LINE OF THE LAKE CASA BLANCA SPILLWAY TRACT, THE NORTH LINE HEREOF, TO A ½ INCH DIAMETER IRON ROD SET AT THE POSITION CALLED FOR IN THE AFOREMENTIONED DEED WHICH IS FILED OF RECORD IN VOLUME 273, PAGES 573-574 OF THE WEBB COUNTY DEED RECORDS, SAID ½ INCH DIAMETER IRON ROD BEING THE NORTHEAST CORNER HEREOF;

THENCE SOUTH 03°13'21" WEST - 200.00 FEET WITH THE EAST LINE HEREOF TO THE PLACE OF BEGINNING.

PARCEL ID 207093 (GEO ID: 900-90281-117)

THIS BEING THE SAME PROPERTY CONVEYED TO ARTEMIO GARZA AND WIFE, ALICIA GARZA FROM RAYMUNTO T. SALDIVAR AND WIFE, ALICIA SALDIVAR IN A DEED DATED MAY 18, 1990 AND RECORDED MAY 25, 1990 AS BOOK 1425, PAGE 205 AND RE-RECORDED IN A DEED DATED AUGUST 29, 2003 AND RECORDED SEPTEMBER 30, 2003 AS BOOK 1467, PAGE 415.

NOTES CORRESPONDING TO SCHEDULE B

THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY WESTCOR LAND TITLE INSURANCE COMPANY, EFFECTIVE DATE OF FEBRUARY 19, 2024, BEING GF NO: ATC-169198-C, FOR THE PARENT PARCEL, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS. THE COMMITMENT CONTAINS THE FOLLOWING SURVEY RELATED ITEMS.

10F) TERMS AND CONDITIONS OF AN UNRECORDED LEASE, AS EVIDENCED BY A(N) RESERVATION OF ALL OIL, GAS AND OTHER MINERALS CONTAINED IN DEED BETWEEN RAYMUNTO T. SALDIVAR AND WIFE, ALICIA SALDIVAR AND ARTEMIO GARZA AND WIFE ALICIA GARZA, DATED MAY 18, 1990 AND RECORDED SEPTEMBER 4, 2003 IN, IN WEBB COUNTY, TEXAS. [THIS ITEM IS APPLICABLE TO THE PARENT PARCEL AND IS BLANKET IN NATURE.]

10G) TERMS AND CONDITIONS OF AN UNRECORDED LEASE, AS EVIDENCED BY A(N) RESERVATIONS OF ALL OIL, GAS AND MINERALS CONTAINED IN DEED BETWEEN GEORGE E. NEEL, JR. AND RAYMUNDO T. SALDIVAR AND WIFE, ALICIA SALDIVAR, DATED MAY 18, 1990 AND RECORDED MAY 25, 1990 IN (BOOK) 1425 (PAGE) 201 (INSTRUMENT) 428775, IN WEBB COUNTY, TEXAS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL AND IS BLANKET IN NATURE.]

10H) TERMS AND CONDITIONS OF AN UNRECORDED LEASE, AS EVIDENCED BY A(N) RESERVATION OF ALL OIL, GAS AND MINERALS CONTAINED IN DEED BETWEEN GEORGE E. NELL, JR. AND SUZY NEEL MAYO AND ARTEMIO GARZA AND WIFE, ALICIA GARZA, DATED MAY 18, 1990 AND RECORDED MAY 25, 1990 IN (BOOK) 1425 (PAGE) 209 (INSTRUMENT) 428777, IN WEBB COUNTY, TEXAS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL AND IS BLANKET IN NATURE.]

AMERICAN TOWER ®
ATC TOWER SERVICES, INC.
3500 REGENCY PARKWAY
SUITE 100
CARY, NC 27518
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FAX: (919) 466-5415

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REV.	DESCRIPTION	BY	DATE
0	INITIAL RELEASE	JSD	03/13/24
1	PARENT METES/BOUNDS	DMM	10/7/24

ATC SITE NUMBER:
212070
ATC SITE NAME:
STRELO ULTRA WELL
SITE ADDRESS:
5700 E SAUNDERS STREET,
LAREDO, WEBB COUNTY, TX 78041

STATE OF TEXAS
REGISTERED
JUSTIN KYLE LAWRENCE
6589
PROFESSIONAL
LAND SURVEYOR

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TEXAS REGISTRATION NO. 10194197

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100 GOVERNORS TRACE, STE. 103
PEACHTREE CITY, GA 30269
(p) (678) 565-4440
(F) (678) 565-4497
(w) pointtopointsurvey.com

P2P JOB NO: 240424TX

DRAWN BY:	**JSD**
APPROVED BY:	**JKL**
DATE DRAWN:	**03/13/24**
ATC JOB NO:	**212070**

***ALTA SURVEY**

SHEET NUMBER:	REVISION:
V-102 SHEET 2 OF 3	1

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PROJECT SUMMARY

FIELD SURVEY DATE: 03/05/2024

SITE ADDRESS: 5700 E SAUNDERS ST, LAREDO, TX 78041

PARCEL INFORMATION
OWNER: J. NICKY CLAY AND VERONA CLAY
ADDRESS: 410 BROWN BRIDGE RD, PIEDMONT, AL 36272
APN: 207093

TOTAL AREAS:
PARENT PARCEL: 3.7682 ACRES ± (PER DEED)
ATC AREA: 0.1291 ACRES ±

GEOGRAPHIC COORDINATES OF CENTER ATC AREA:
LATITUDE: 27°31'45.91" N (27.52919°)
LONGITUDE: 99°26'16.54" W (-99.437928°)
VERTICAL DATUM: NAVD 1988 (COMPUTED USING GEOID18)
HORIZONTAL DATUM: NAD83
GROUND ELEVATION: 421.2
*BEARINGS ARE BASED ON GRID NORTH (TX SOUTH)

FLOODPLAIN:
PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE AE – BASE FLOOD ELEVATION 425 FEET. COMMUNITY PANEL NO. : 48479C1215C DATED: 04/02/2008

*THIS SPECIFIC PURPOSE EXISTING CONDITIONS AND TOPOGRAPHY PLAN IS FOR THE ATC AREA AND EASEMENTS ONLY AND WAS PREPARED FOR THE EXCLUSIVE USE OF AMERICAN TOWER CORPORATION AND EXCLUSIVELY FOR THE TRANSFERRAL OF THE ATC AREA AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFERRAL OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.

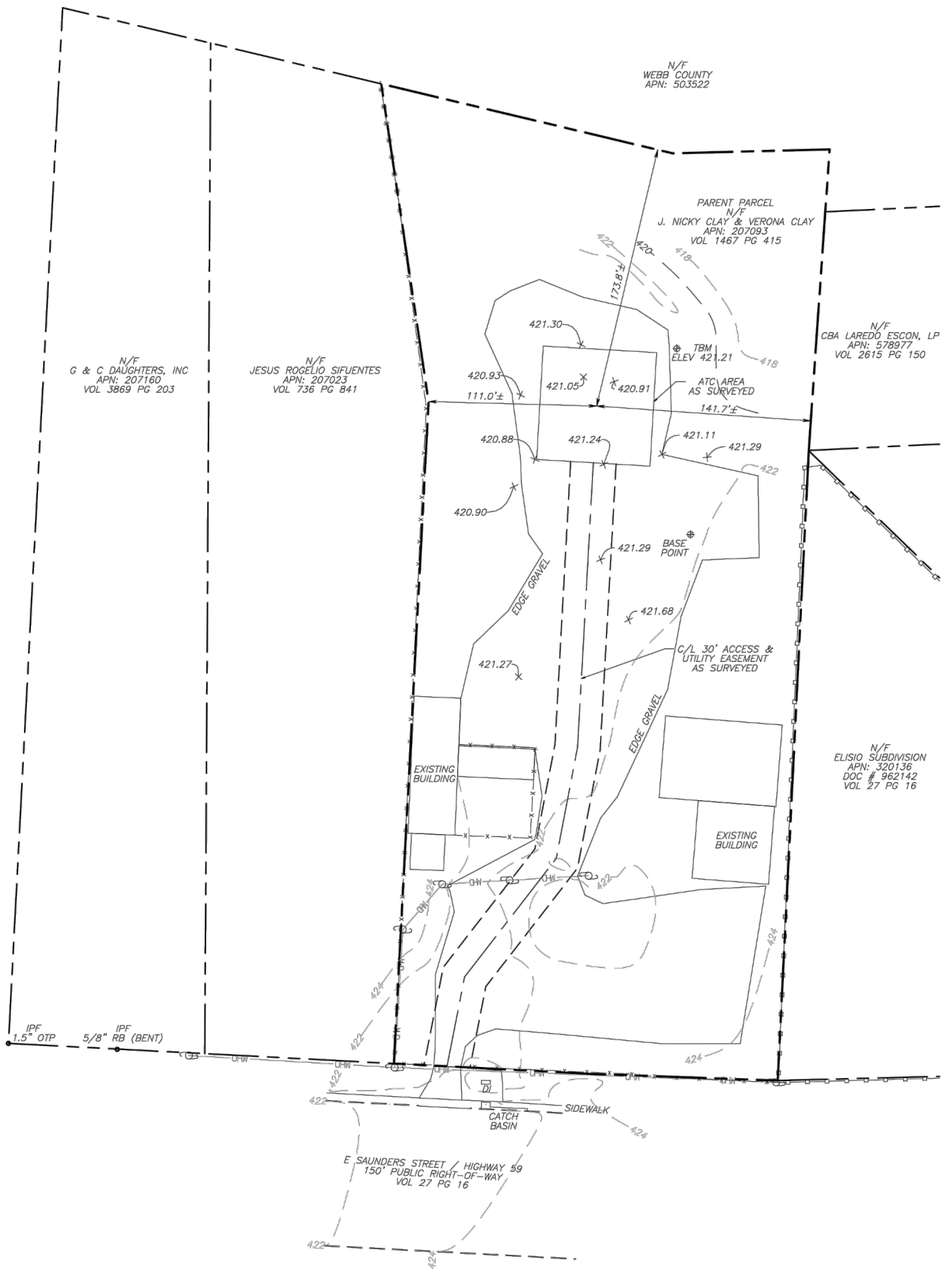
ENCROACHMENT STATEMENT
THERE WERE NO EVIDENT ENCROACHMENTS AT THE TIME OF SURVEY.

THE 2' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS SURVEY ARE ADJUSTED TO NAVD 88 DATUM AND HAVE A VERTICAL ACCURACY OF ± 1'. CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.

ZONING INFORMATION

ZONE: B-3

*ALL SITE RESTRICTIONS SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.



SURVEY LEGEND

POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
IPS	IRON PIN SET
IPF	IRON PIN FOUND
CMF	CONCRETE MONUMENT FOUND
RB	REBAR
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A/C	AIR CONDITIONING
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EXISTING PROPERTY
EXISTING ADJ. PROPERTY
EXISTING EASEMENT
EXISTING CHAIN LINK FENCE
EXISTING BARB WIRE FENCE
EXISTING METAL FENCE
EXISTING OVERHEAD WIRE

EXISTING CONDITIONS PLAN

0 100' 200'

SCALE: 1"=100' (11X17)
1"=50' (22X34)

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0	INITIAL RELEASE	JSD	03/13/24
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SITE ADDRESS:
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STATE OF TEXAS REGISTERED JUSTIN KYLE LAWRENCE 6589 PROFESSIONAL LAND SURVEYOR

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P2P JOB NO: 240424TX

DRAWN BY:	JSD
APPROVED BY:	JKL
DATE DRAWN:	03/13/24
ATC JOB NO:	212070

*EXISTING CONDITIONS & TOPOGRAPHY PLAN

SHEET NUMBER:	REVISION:
V-103 SHEET 3 OF 3	1

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7/30/2024
RE:
STRELO Ultra Well TX 212070
5700 E Saunders St
Webb County

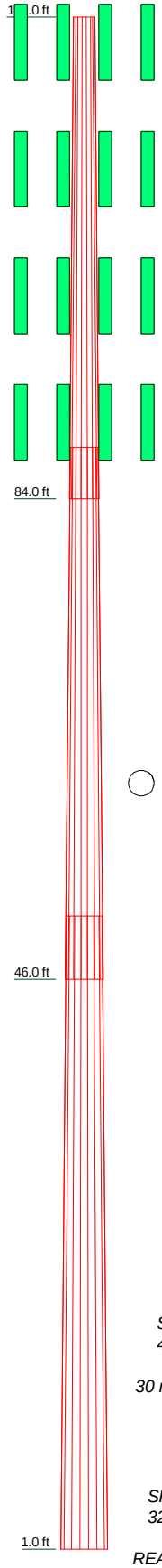
American Tower proposes a 122' Monopole Tower within a fenced compound at the above location that will be able to collocate up to 4 carriers. Tower Designs attached.

Thanks,

Lori Pritchett 07/30/2024

Lori Pritchett
Project Manager Site Development, West Region
American Tower Corporation
281-622-0662
lori.pritchett@americantower.com

Section	1	2	3
Length (ft)	38.00	42.00	50.00
Number of Sides	18	18	18
Thickness (in)	0.1875	0.3125	0.3750
Socket Length (ft)	4.00	5.00	
Top Dia (in)	20.0000	26.5795	33.5227
Bot Dia (in)	27.7727	35.1705	43.7500
Grade	A572-65		
Weight (K)	1.8	4.3	7.7



DESIGNED APPURTENANCE LOADING

TYPE	ELEVATION	TYPE	ELEVATION
Antennas + Mount (EPA 175 ft2 / 5,200 lbs)	120	Antennas + Mount (EPA 150 ft2 / 4,700 lbs)	100
Antennas + Mount (EPA 175 ft2 / 5,200 lbs)	110	Antennas + Mount (EPA 125 ft2 / 4,500 lbs)	90

MATERIAL STRENGTH

GRADE	Fy	Fu	GRADE	Fy	Fu
A572-65	65 ksi	80 ksi			

TOWER DESIGN NOTES

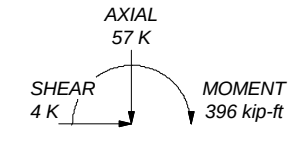
1. Tower designed for Exposure C to the TIA-222-H Standard.
2. Tower designed for a 108 mph basic wind in accordance with the TIA-222-H Standard.
3. Tower is also designed for a 30 mph basic wind with 0.50 in ice. Ice is considered to increase in thickness with height.
4. Deflections are based upon a 60 mph wind.
5. Tower Risk Category II.
6. Topographic Category 1 with Crest Height of 0.00 ft
7. TOWER RATING: 100%

Additional Notes:

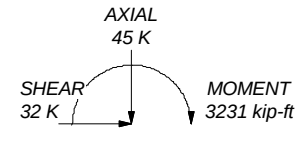
- Bulk EPA wind loading takes no reductions for shielding or directional factors.

- Foundation designed to a maximum of 90% capacity

ALL REACTIONS ARE FACTORED



30 mph WIND - 0.5000 in ICE



REACTIONS - 108 mph WIND

BASE PLATE:	2.25" x 56.75" ROUND (50 KSI)
ANCHOR BOLTS:	(14) ANCHORS ON 50.75" B.C
	2.25 in. A615 GR. 75 X 7'-0"

Preliminary Design

Not For Fabrication

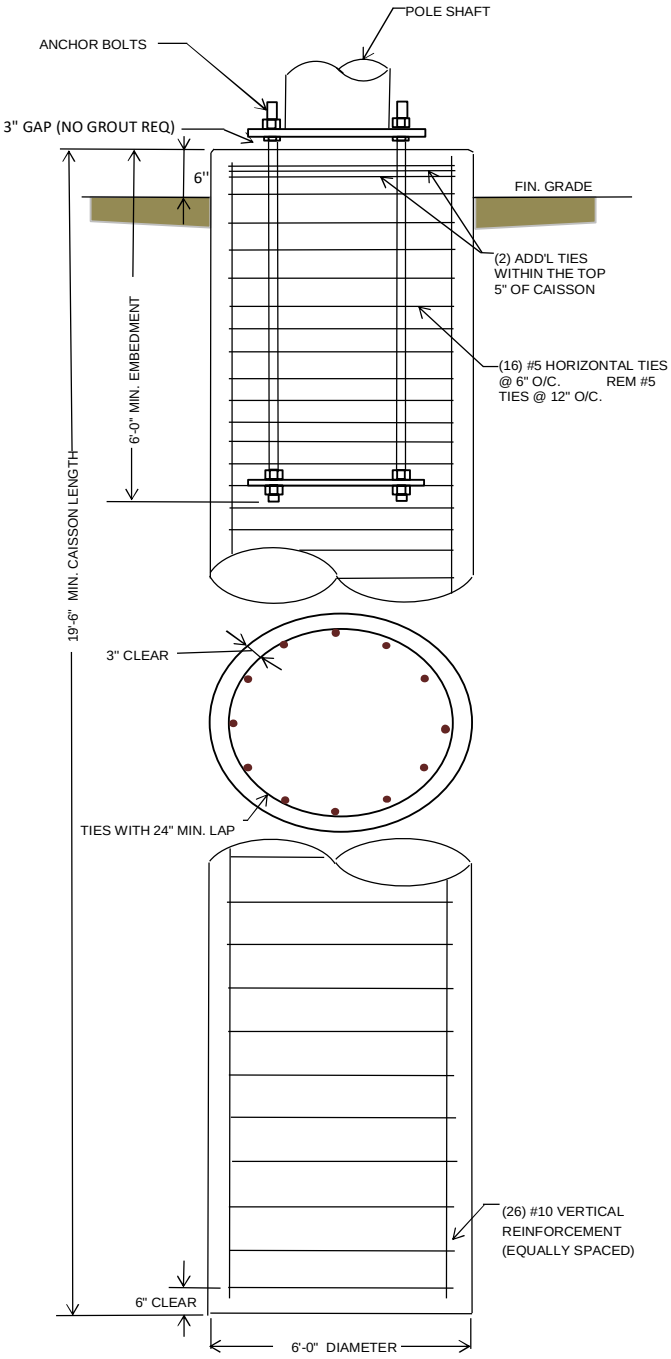
Estimated Total Structure Wt. = 14903 lbs

TAPP
QUALITY STEEL POLES. DELIVERED.

Design may not be used without written permission from Michael F. Plahovinsak, PE

Michael Plahovinsak, P.E.
18301 State Route 161
Plain City, OH 43064
Phone: 614-398-6250
FAX: mike@mfpeng.com

Job:	***122-ft Monopole - MFP #23524-318***		
Project:	***212070 STRELO Ultra Well***		
Client:	24-0600	Drawn by: JC	App'd:
Code:	TIA-222-H	Date: 05/31/24	Scale: NTS
Path:	C:\Users\jorge\Dropbox\MFP Engineering Files\Projects\235-TAPP\23524-318\23524-318		Dwg No. E-1



FOUNDATION NOTES:

1. FOUNDATION DESIGN IS BASED ON GEOTECHNICAL REPORT PROVIDED BY:

GEOTECH:	TOWER ENGINEERING PROFESSIONALS
REPORT NO.:	339682.952583
REPORT DATE:	5/22/24

2. FOUNDATION CONCRETE STRENGTH SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4500 PSI .

3. ESTIMATED CONCRETE VOLUME = 20 CUBIC YARDS.

4. ANCHOR RODS: 2 1/4"ø x 7'-0" LONG, WITH MIN.6'-0" EMBEDMENT INTO CONCRETE.

5. THE FOUNDATION WAS DESIGNED FOR THE FOLLOWING LOADS:

MOMENT:	3590 FT-KIPS
SHEAR:	36 KIPS
AXIAL:	45 KIPS

6. GEOTECHNICAL REPORT INDICATES GROUNDWATER MAY BE ENCOUNTERED AT 17 FT BELOW GRADE.

- PRELIMINARY FOUNDATION DESIGN -
NOT FOR CONSTRUCTION

Michael F. Plahovinsak, P.E.
18301 State Route 161 W
Plain City, OH 43064
Phone: 614-398-6250
email: mike@mfpeng.com

122-ft monopole - MFP #23524-318		
212070 STRELO Ultra Well		
TAPP	Mike	
TIA-222-H	05/31/2024	
PRELIMINARY FOUNDATION		

CRAFTON COMMUNICATIONS

City of Laredo TX
1413 Houston Street
Laredo, TX 78040

August 21, 2024

RE: Site: ATC Site 212070 Ultra Well
Site Address: 531 County Road 457

The carriers who will install on this tower will operate on federally licensed frequencies under the guidelines and requirements of the Federal Communications Commission (FCC). The facility will be registered with the FCC. The tower will not pose a hazard to air navigation as demonstrated by the enclosed air space analysis and ATC has submitted notification to the Federal Aviation Administration (FAA), filing number 2024-ASW-6834-OE, providing notice to the FAA for their official review and issuance of a determination of no hazard to airspace. The tower facility will be operated within the guidelines of the FAA. This facility will comply with the 1996 telecommunications act and will receive all necessary approvals from the state historical preservation office and other agencies in compliance with the act prior to the start of construction.

If you have any questions, please do not hesitate to call and / or email me. I can be reached at 205-443-3429 or via email to hcarrico@craftongroup.com.

Thank you,

Hope Carrico

Hope Carrico
205-443-3429
hcarrico@craftongroup.com

City of Laredo TX
1413 Houston Street
Laredo, TX 78040

July 12, 2024

Re: Site Number: 212070 Ultra Well

To whom it may concern,

American Tower Corporation is making application for a Specific Use Permit for the construction of a wireless telecommunications facility in the City of Laredo TX.

Enclosed please find a Tower Separation Map.

This map depicts all of the existing towers within one mile of the proposed tower. All of these existing towers were evaluated to determine if any could provide the adequate coverage required by the current tenants of the existing tower to be removed (Verizon and T-Mobile). Due to the heights and locations of these other existing towers it has been determined that none meet the requirements for adequate coverage objectives. The nearest tower, labeled "C" on the map would provide an antenna centerline 30 feet lower in elevation for one carrier and 45 feet lower for the other. These significant reductions in height do not allow for collocation and utilization of an existing tower and necessitate the construction of a new tower to replace the tower to be removed.

If you have any questions, please do not hesitate to call and / or email me. I can be reached at 205-443-3429 or via email to hcarrico@craftongroup.com.

Thank you,

Hope Carrico
Project Manager



Tower Locations Within One Mile of Proposed Tower									
Location	Owner	Carrier(s)	Tower Type	Tower Height	Distance from Proposed Tower	Year Constructed	Note:	Coordinates	Site Address
A	ATC	Verizon and T-Mobile	Monopole	122'	NA	Proposed	Proposed Tower	27.5294194 -99.437927	5700 E. Saunders
B	ATC	Verizon and T-Mobile	Monopole	122'	0.15 miles	1999	Existing - To Be Removed	27.52982 -99.44025	5508 E. Saunders
C	Crown	AT&T	Monopole	107'	0.28 miles	2003	Inadequate Height /	27.52542 -99.43706	5811 E. Saunders
D	Crown	AT&T	Monopole	87'	0.54 miles	2001	Inadequate Height /	27.53022 -99.44669	4852 HWY 59
E	Webb County	NA	Not Constructed	Not Constructed	Not Constructed	Not Constructed	Not Constructed	27.53528 -99.42778	US HWY 59

CRAFTON COMMUNICATIONS

City of Laredo TX
1413 Houston Street
Laredo, TX 78040

August 21, 2024

RE: Site: ATC Site 212070 Ultra Well
Site Address: 531 County Road 457

A description of the feasible location(s) of future towers or antennas within the City of Laredo based upon existing physical, engineering, technological or geographical limitations in the event of the proposed tower is erected is not available. Each carrier's network continues to evolve on a regular basis. As populations shift, new businesses are established, and new roads are built, the needs of the network change.

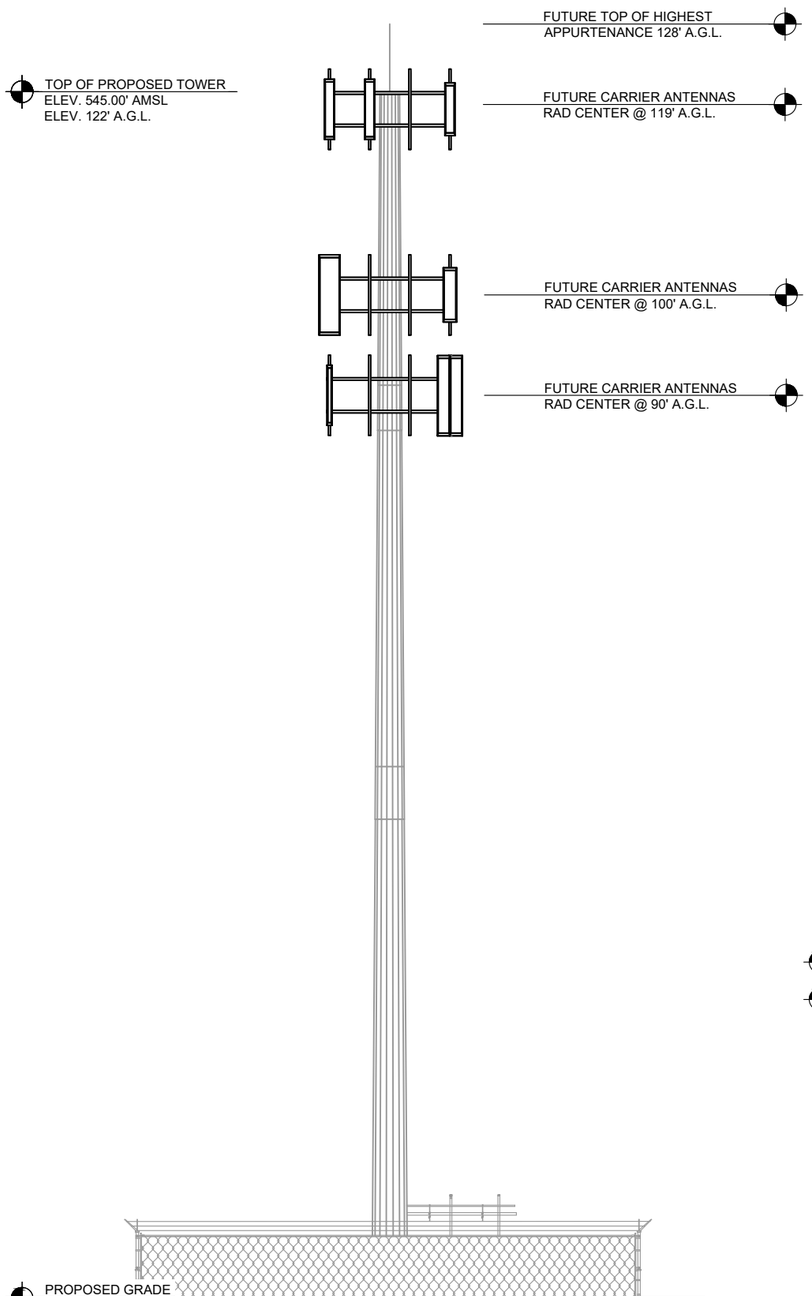
If you have any questions, please do not hesitate to call and / or email me. I can be reached at 205-443-3429 or via email to hcarrico@craftongroup.com.

Thank you,

Hope Carrico

Hope Carrico
205-443-3429
hcarrico@craftongroup.com

Exhibit C

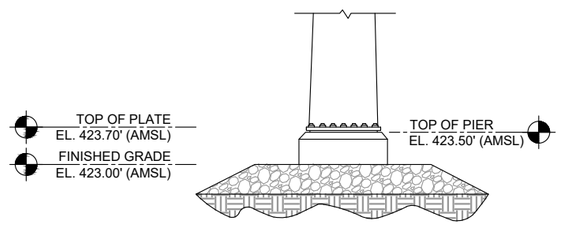


1 PROPOSED TOWER ELEVATION

SCALE: NOT TO SCALE

TOWER NOTE:

1. CARRIER LOADING SHOWN IS FOR ILLUSTRATIVE PURPOSES ONLY AND MAY NOT REPRESENT ACTUAL FINAL LOADING. PLEASE REFER TO THE LATEST RFDS OR APPLICATION FOR CONFIRMATION.



2 TOWER BASE ELEVATION

SCALE: NOT TO SCALE

AMERICAN TOWER®
ATC TOWER SERVICES, LLC
1 FENTON MAIN STREET
SUITE 300
CARY, NC 27511
PHONE: (919) 468-0112
COA: F-6274

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REV.	DESCRIPTION	BY	DATE
0	FOR CONSTRUCTION	PN	09/09/24

ATC SITE NUMBER:
212070

ATC SITE NAME:
STRELO ULTRA WELL

SITE ADDRESS:
5700 E SAUNDERS STREET
LAREDO, TX 78041-765

SEAL:



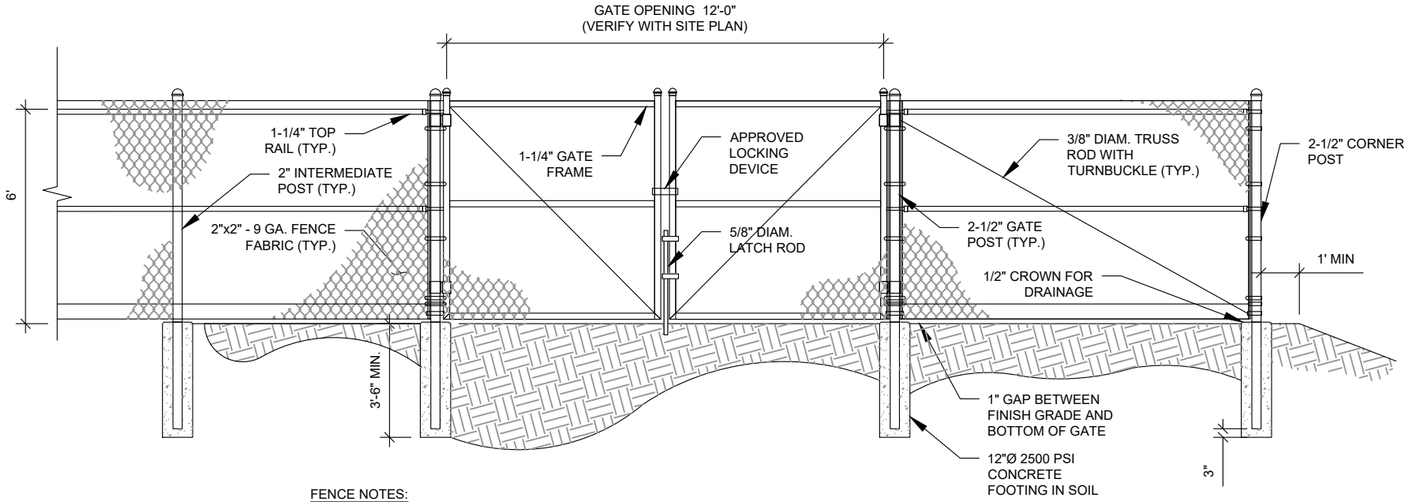
Digitally Signed: 2025-01-06

DATE DRAWN:	09/09/24
ATC JOB NO:	14853811_D4
OPS JOB NO:	14430369
ATC LEGACY #:	76534

TOWER ELEVATION

SHEET NUMBER:	REVISION:
C-402	0

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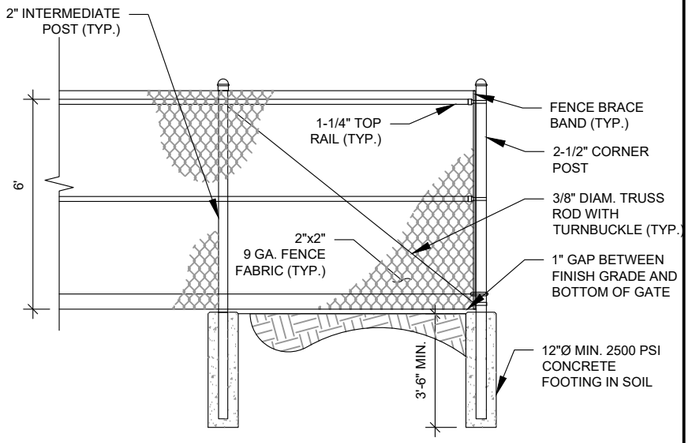


FENCE NOTES:

1. ATTACH EACH GATE WITH 1-1/2 PAIR OF NON-LIFT-OFF TYPE, MALLEABLE IRON OR FORGING, PIN-TYPE HINGES. ASSEMBLIES SHALL ALLOW FOR 180° OF GATE TRAVEL. TACK WELD GATE HINGE TO POST FOR SECURITY.
2. POSTS NOT TO EXCEED A MAXIMUM SEPARATION OF 10 FEET.

AMERICAN TOWER CONSTRUCTION SPECIFICATION:
1. DIVISION 32 EXTERIOR IMPROVEMENTS SECTION 0323113 FOR CHAIN LINK FENCE AND GATES

1 GATE AND FENCE DETAIL
SCALE: NOT TO SCALE

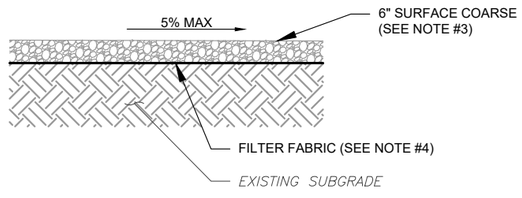


FENCE NOTES:

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AMERICAN TOWER CONSTRUCTION SPECIFICATION:
1. DIVISION 32 EXTERIOR IMPROVEMENTS SECTION 0323113 FOR CHAIN LINK FENCE AND GATES

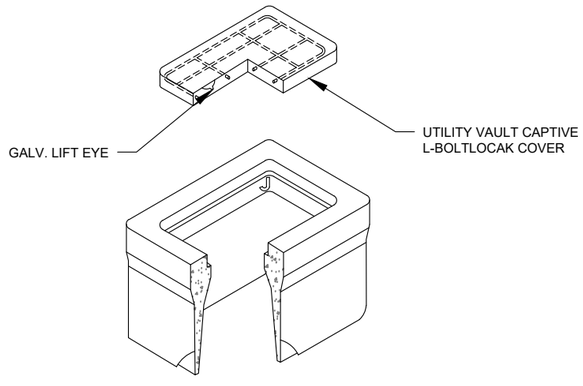
2 FENCE DETAIL
SCALE: N.T.S.



NOTES:

1. CONTRACTOR TO CONTACT ALL UTILITIES FOR LOCATION OF UNDERGROUND SERVICES. SERVICE LOCATIONS TO BE CONFIRMED PRIOR TO CONSTRUCTION.
2. REMOVE ALL UNSUITABLE OR DELETERIOUS MATERIAL AS REQUIRED. COMPACT UNDERLYING SOIL TO 90% OF MAXIMUM DENSITY. REPLACE REMOVED SOIL WITH 8" LIFTS OF GRANULAR "B" MATERIAL TO A DEPTH OF 4" BELOW PROPOSED GRADE. COMPACT TO MINIMUM 95% OF MAXIMUM DRY DENSITY ALL COMPACTION SHALL BE IN ACCORDANCE WITH THE MOST RECENT IBC. REVIEW WITH PROJECT MANAGER AND GEOTECT PRIOR TO CONSTRUCTION.
3. SURFACE COARSE OF GRANULAR "A" MATERIAL SHALL CONSIST OF EVENLY GRADED MIXTURE OF CRUSHED STONE OR GRAVEL, WITH 100% PASSING THROUGH 3/4" SIEVE AND NOT MORE THAN 5% PASSING THROUGH #4 SIEVE.
4. PROVIDE GEOTEXTILE FABRIC UNDER WASHED CHIPPED STONE COMPOUND UNLESS NOTED OTHERWISE. WOVEN GEOTEXTILE:US FABRICS: US 230 OR APPROVED EQUIVALENT. CONTRACTOR MAY SUBMIT DESIGN ALTERNATIVE AS OUTLINED IN THE AMERICAN TOWER MASTER SPECIFICATIONS.

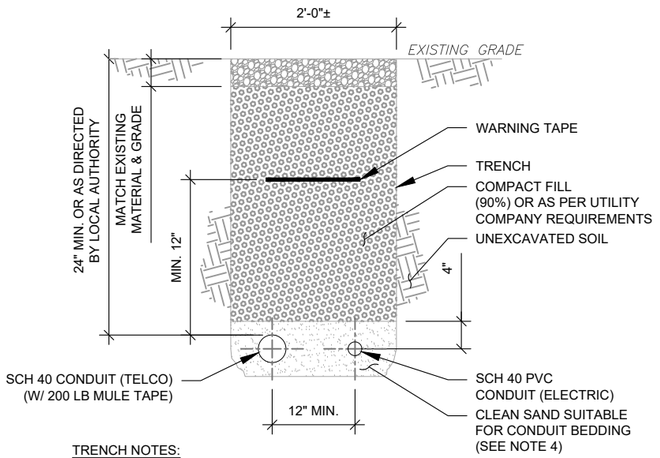
3 COMPOUND CROSS SECTION
SCALE: NOT TO SCALE



NOTES:

1. INSTALL ON 3/4" AGGREGATE WHICH SHALL EXTEND A MINIMUM OF 6" BEYOND ALL SIDES OF THE BOX AND BE A MINIMUM OF 4" DEEP, BELOW THE BOX.
2. SIZED APPROPRIATELY FOR THE APPLICATION PER NEC.
3. CAP TO HAVE POWER/ELEC OR TELCO SHOWN.

4 TYPICAL PULL BOX
SCALE: NOT TO SCALE



TRENCH NOTES:

1. IF FREE OF ORGANIC OR OTHER DELETERIOUS MATERIAL, EXCAVATED MATERIAL MAY BE USED FOR BACKFILL. IF NOT, PROVIDE CLEAN, COMPACTIBLE MATERIAL. COMPACT IN 8" LIFTS. REMOVE ANY LARGE ROCKS PRIOR TO BACKFILLING. CONTRACTOR TO VERIFY LOCATION OF EXISTING U/G UTILITIES PRIOR TO DIGGING.
2. IF CURRENT AS-BUILT DRAWINGS ARE NOT AVAILABLE CONTRACTOR SHALL HAND DIG U/G TRENCHING.
3. CONCRETE ENCASE CONDUIT IN MINIMUM 2" THICK ENVELOPE WHEN INSTALLING UNDER SITE ACCESS ROAD AND EXTEND 6" BEYOND ROAD.
4. CONFIRM SPACING AND DEPTH WITH NEC OR LOCAL CODE REQUIREMENTS

5 TELCO AND POWER JOINT TRENCH CONDUIT
SCALE: NOT TO SCALE

AMERICAN TOWER®
ATC TOWER SERVICES, LLC
1 FENTON MAIN STREET
SUITE 300
CARY, NC 27511
PHONE: (919) 468-0112
COA: F-6274

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REV.	DESCRIPTION	BY	DATE
0	FOR CONSTRUCTION	PN	09/09/24

ATC SITE NUMBER:
212070

ATC SITE NAME:
STRELO ULTRA WELL

SITE ADDRESS:
5700 E SAUNDERS STREET
LAREDO, TX 78041-765

SEAL:



Digitally Signed: 2025-01-06

DATE DRAWN:	09/09/24
ATC JOB NO:	14853811_D4
OPS JOB NO:	14430369
ATC LEGACY #:	76534

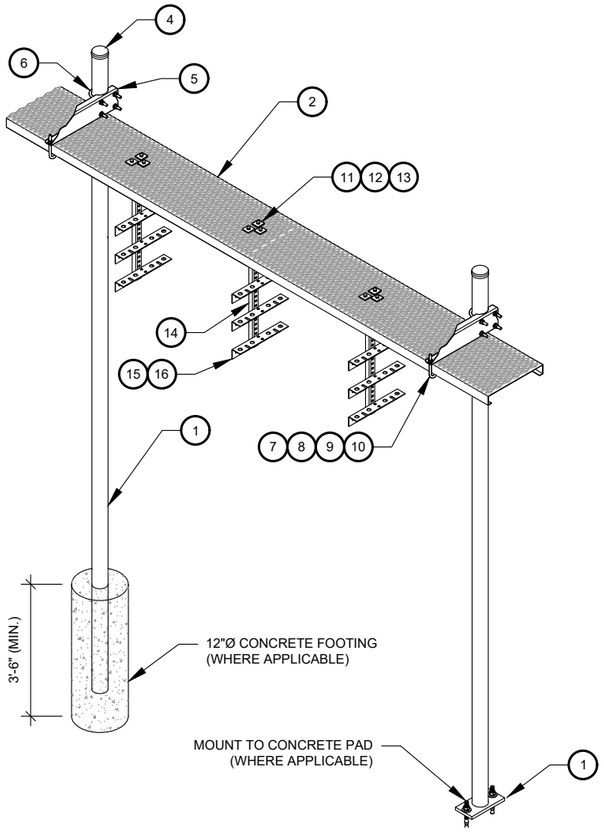
CONSTRUCTION DETAILS

SHEET NUMBER:	REVISION:
C-501	0

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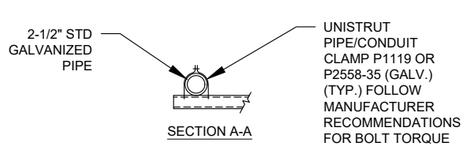
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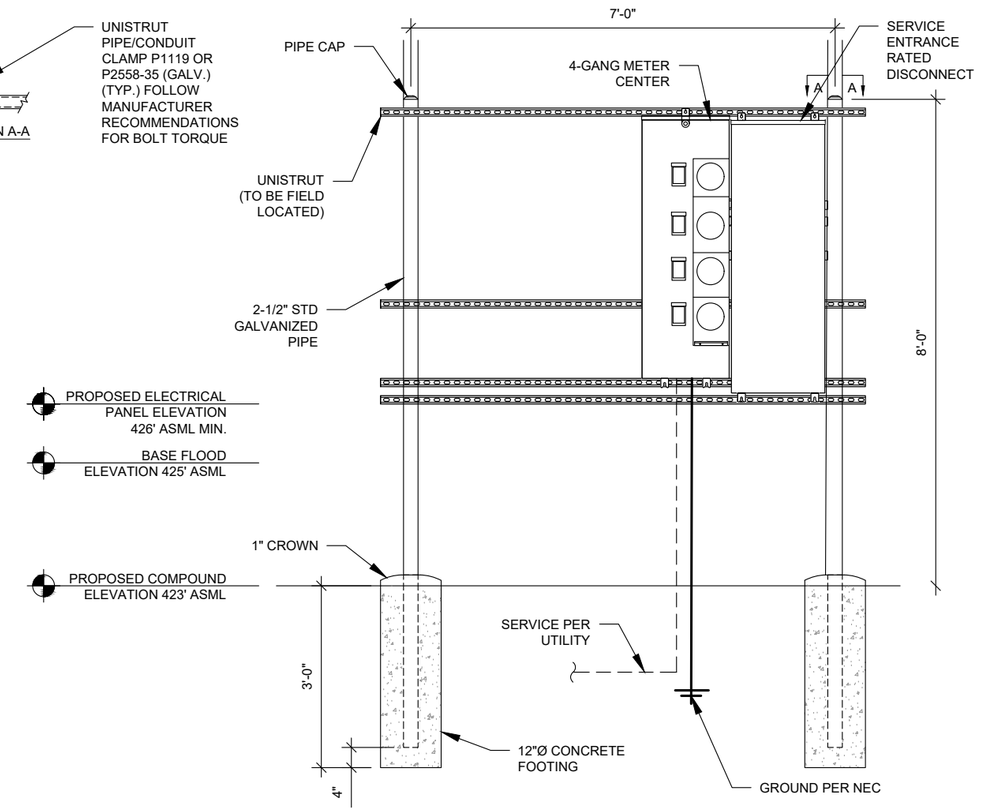
1. WHERE POSSIBLE AND AS APPLICABLE, THE CONTRACTOR SHALL UTILIZE EXISTING ICE BRIDGE, CABLE LADDER, COAX SUPPORTS, AND COAX PORTS. BEFORE UTILIZING, CONTRACTOR SHALL VERIFY THAT ALL ASPECTS OF THE COMPONENTS MEET THE ATC SPECIFICATIONS. CONTRACTOR SHALL COORDINATE THE INSTALLATION OF NEW ICE BRIDGE, CABLE LADDER, COAX SUPPORT, AND COAX PORT, AS REQUIRED, WITH THE ATC CONSTRUCTION MANAGER.
2. INSTALL ICE BRIDGE TO ALLOW 7 FEET CLEARANCE ABOVE GRADE TO LOWEST APPURTENANCE.



WB-K210-B WAVEGUIDE BRIDGE KIT - BILL OF MATERIALS (INCLUDED WITH KIT UNLESS NOTED OTHERWISE)					
ITEM	PART NUMBER	DESCRIPTION	ITEM	PART NUMBER	DESCRIPTION
1	MF126.01 MF-130	10'-4" COLUMN & BASE SHOE* 13'-4" PIPE COLUMN	9	GWL-04	1/2" GALV LOCK WASHER
2	WB-CY210	SAFETY GRATING 24" X 10'	10	GN-04	1/2" GALV HEX NUT
3	WBK110BHK	HARDWARE KIT (ITEMS 4-16)	11	GB-03205	3/8" X 2" GALV BOLT KIT
4	PC-034	PIPE CAP 3-1/2"	12	MT-387	SQUARE WASHER, 1-1/2" X 1-1/2" W/ 7/16" HOLE
5	WBLB243.08	24" WAVEGUIDE BRIDGE SUPPORT BRACKET	13	GWF-03	3/8" GALV FLAT WASHER
6	GUB-4356	1/2" X 3-5/8" X 6" GALV U-BOLT	14	WBT243.01	VERTICAL TRAPEZE SECTION
7	WB-JB-6	1/2" J-BOLT	15	GB-03105	3/8" X 1" GALV BOLT KIT
8	GWF-04	1/2" GALV FLAT WASHER	16	WBT243.02	HORIZONTAL TRAPEZE SECTION
CONTRACTOR SHALL USE PARTS MANUFACTURED BY COMMSCOPE OR APPROVED EQUIVALENT. *BASE SHOE NOT INCLUDED IN WB-K210-B KIT, ORDER COLUMN SEPARATELY OR KIT WB-K210-S.					

1 24" WAVEGUIDE BRIDGE KIT
SCALE: NOT TO SCALE





H-FRAME NOTES:

1. IF IT IS NECESSARY TO EXTEND THE H-FRAME, AN ADDITIONAL POST WILL ALWAYS BE REQUIRED.
2. PROPOSED UNISTRUTS TO BE FIELD CUT AND SHOULD NOT EXTEND MORE THAN 6 INCHES BEYOND THE LAST POST.
3. SPRAY ENDS OF UNISTRUT WITH COLD GALVANIZING SPRAY PAINT, ALLOW TO DRY, THEN COVER WITH RUBBER PROTECTIVE CAPS FOR SAFETY.
4. UNISTRUT TO BE CUT FLUSH WITH NO SHARP OR JAGGED EDGES.
5. ALL PROPOSED HARDWARE TO BE MOUNTED PER MANUFACTURERS SPECS.
6. METER CENTER TO FOLLOW HEIGHT REQUIREMENTS PER UTILITY.

2 UTILITY H-FRAME
SCALE: N.T.S.

AMERICAN TOWER®
ATC TOWER SERVICES, LLC
1 FENTON MAIN STREET
SUITE 300
CARY, NC 27511
PHONE: (919) 468-0112
COA: F-6274

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REV.	DESCRIPTION	BY	DATE
0	FOR CONSTRUCTION	PN	09/09/24

ATC SITE NUMBER:
212070

ATC SITE NAME:
STRELO ULTRA WELL

SITE ADDRESS:
5700 E SAUNDERS STREET
LAREDO, TX 78041-765

SEAL:



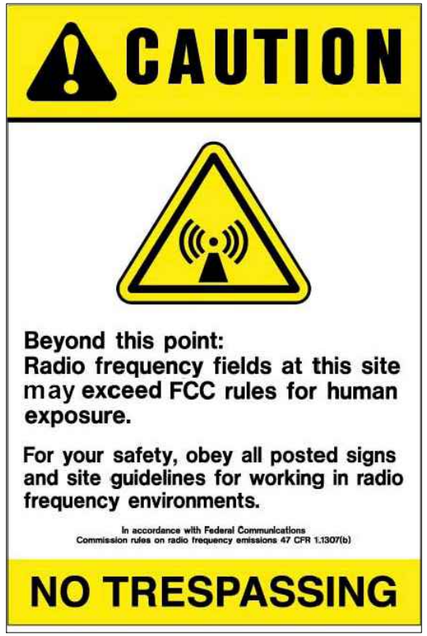
Digitally Signed: 2025-01-06

DATE DRAWN:	09/09/24
ATC JOB NO:	14853811_D4
OPS JOB NO:	14430369
ATC LEGACY #:	76534

CONSTRUCTION DETAILS

SHEET NUMBER:	REVISION:
C-502	0

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ATC CAUTION AND NO TRESPASSING SIGN



ATC RF WARNING AND FCC NUMBER SIGN

FCC TOWER REGISTRATION #

TO BE DETERMINED

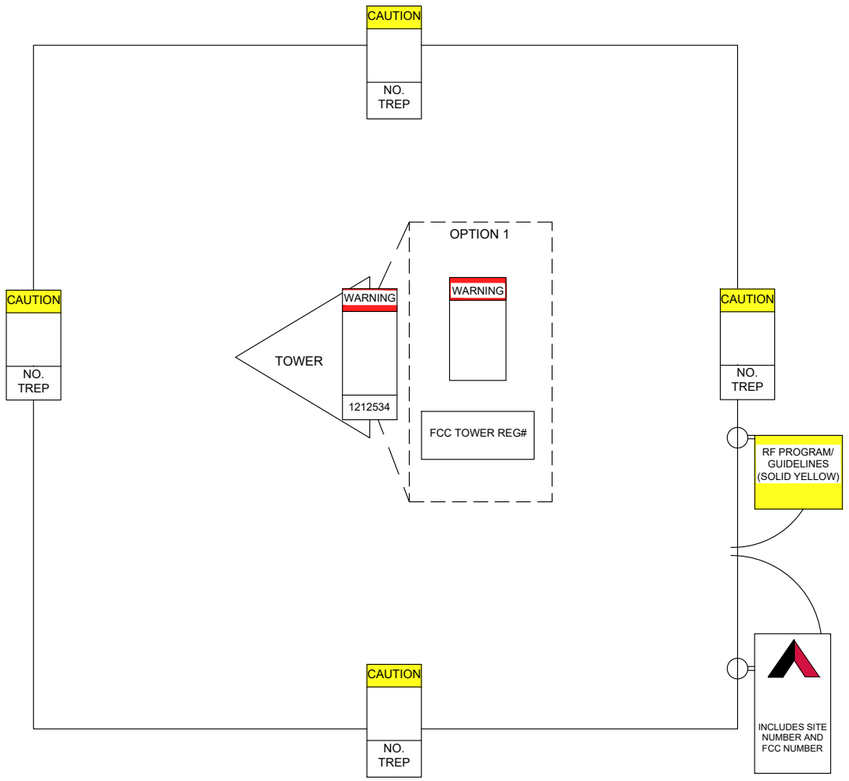
Posting of sign required by law

ATC STAND-ALONE FCC TOWER REGISTRATION SIGN



ATC RF PROGRAM NOTICE SIGN

A "NO TRESPASSING" SIGN MUST BE POSTED A MINIMUM OF EVERY 50'.

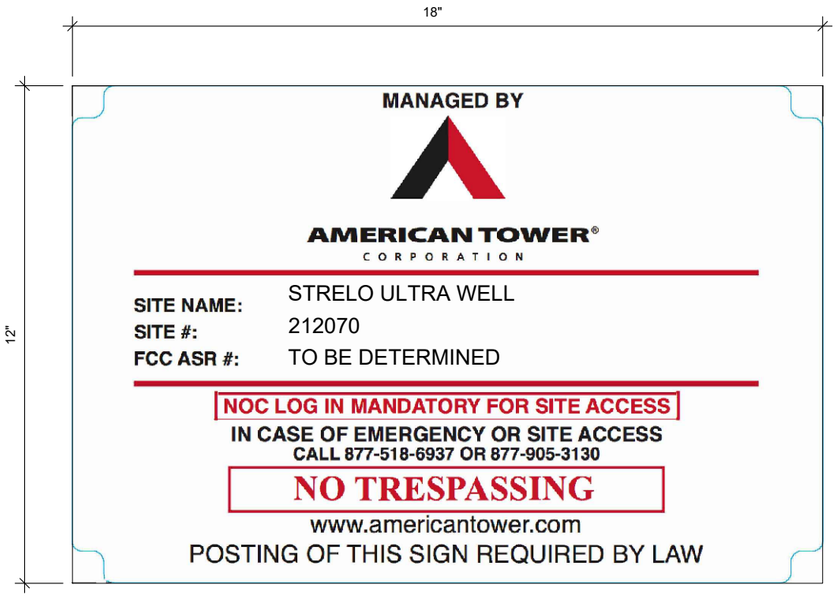


THERE MUST BE AN ATC SIGN WITH SITE INFORMATION AND FCC REGISTRATION NUMBER AT BOTH THE ACCESS ROAD GATE (GATE OFF OF MAIN ROAD, IF APPLICABLE) AND COMPOUND FENCE (IF NO COMPOUND FENCE, THEN IN A CONSPICUOUS PLACE UPON DRIVE UP). IN ADDITION, PLEASE LOOK AT DIAGRAM FOR ALL ADDITIONAL SIGNS REQUIRED.

OPTION 1 MAY BE USED TO POST TOWER REGISTRATION NUMBERS AT THE BASE OF THE TOWER IF A WARNING SIGN DOES NOT HAVE SPACE FOR THE TOWER REGISTRATION NUMBER.

IMPORTANT: FOR ANY ATC SIGN THAT DOES NOT MEET THE ATC SPECIFICATION FOR SIGNAGE (I.E., SHARPIE/PAINT PEN, WORN LABELS, ETC.), BRING IT INTO COMPLIANCE (RE-WRITE IF WORN) AND FLAG FOR REPLACEMENT ASAP WITH THE APPROPRIATE PERMANENT SIGN (YOU CAN ORDER THESE THROUGH THE WAREHOUSE).

ONLY LABELS PRINTED BY A ZEBRA LABEL PRINTER WILL BE ACCEPTED.



ATC SITE SIGN

REPLACEMENT OF SIGNAGE:

AS SIGNAGE BECOMES STOLEN, DAMAGED, BRITTLE OR FADED, IT SHOULD BE REPLACED WITH SIGNAGE PER THIS SPECIFICATION. ANY ACQUIRED SITE SHOULD HAVE NEW SIGNS POSTED WITHIN 60 DAYS UNLESS OTHERWISE SPECIFIED. ANY SITE SOLD SHOULD HAVE THE ATC SIGNS REMOVED WITHIN 30 DAYS UNLESS OTHERWISE SPECIFIED. ALL FCC OR REGULATORY SIGNAGE MUST BE INSTALLED OR REPLACED AS REQUIRED TO MEET OUR STANDARD. SIGNS SHOULD BE REPLACED ON NORMAL, QUARTERLY MAINTENANCE VISITS BY CONTRACTORS OR SITE MANAGERS, UNLESS OTHERWISE REQUIRED ON A CASE-BY-CASE BASIS.

NOTE:

EXTERIOR SIGNS ARE NOT PROPOSED EXCEPT AS REQUIRED BY THE FCC. ALL EXISTING SIGNAGE AND ANY FUTURE SIGNAGE WILL BE COMPLIANT WITH STATUTE 164-43.4 NO HIGH-VOLTAGE SIGNAGE IS NECESSARY. NO HIGH-VOLTAGE EQUIPMENT PRESENT.

AMERICAN TOWER®
ATC TOWER SERVICES, LLC
1 FENTON MAIN STREET
SUITE 300
CARY, NC 27511
PHONE: (919) 468-0112
COA: F-6274

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REV.	DESCRIPTION	BY	DATE
0	FOR CONSTRUCTION	PN	09/09/24

ATC SITE NUMBER:
212070

ATC SITE NAME:
STRELO ULTRA WELL

SITE ADDRESS:
5700 E SAUNDERS STREET
LAREDO, TX 78041-765

SEAL:



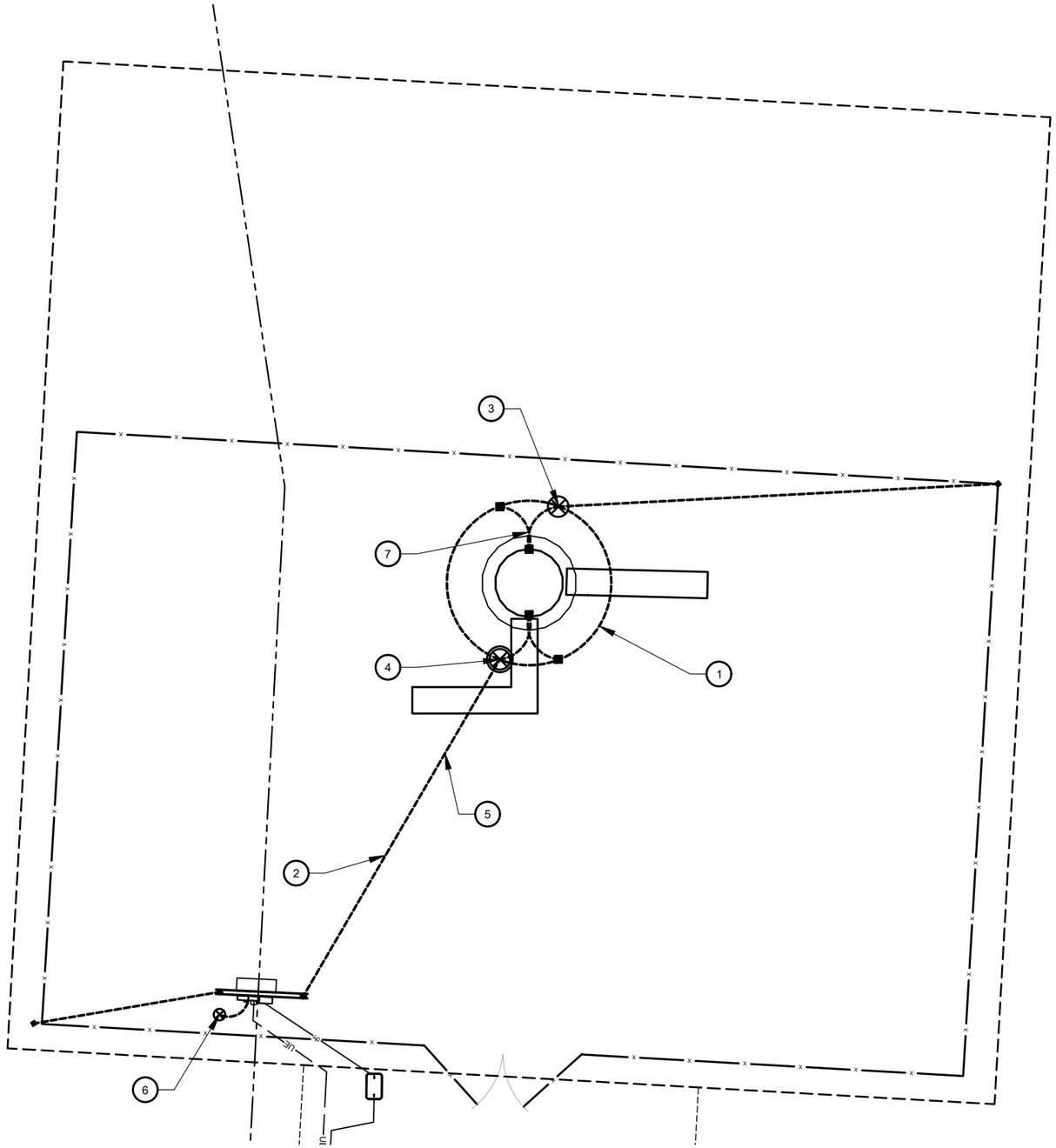
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DATE DRAWN:	09/09/24
ATC JOB NO:	14853811_D4
OPS JOB NO:	14430369
ATC LEGACY #:	76534

SIGNAGE

SHEET NUMBER:	REVISION:
C-503	0

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1 GROUNDING PLAN

0 10' 20'

SCALE: 1"=10' (11X17)
1"=5' (22X34)

GROUNDING PLAN NOTES:

1. ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL INSTALLATION AND CONSTRUCTION MAY VARY DUE TO SITE SPECIFIC CONDITIONS.
2. ALL GROUND CONNECTIONS SHALL BE EXOTHERMIC WELDED. ALL WIRES SHALL BE COPPER.
3. CONTRACTOR TO VERIFY AND TEST GROUND TO SOURCE. GROUNDING AND OTHER OPERATIONAL TESTING WILL BE WITNESSED BY OWNER REPRESENTATIVE.
4. REFER TO ATC CONSTRUCTION SPEC AND COMPLY WITH ALL REQUIREMENTS OF GROUNDING STANDARDS.
5. ELECTRICAL CONTRACTOR TO PROVIDE DETAILED DESIGN OF GROUNDING SYSTEM, AND RECEIVE APPROVAL OF DESIGN BY OWNER REPRESENTATIVE, PRIOR TO INSTALLATION OF GROUNDING SYSTEM. PHOTO DOCUMENT ALL CONNECTIONS AND GROUND RING
6. NOTIFY CONSTRUCTION MANAGER IF THERE ARE ANY DIFFICULTIES INSTALLING GROUNDING SYSTEM DUE TO SITE SOIL CONDITIONS.
7. TO AVOID TOWER FOUNDATION, GROUND RODS MAY BE INSTALLED AT AN ANGLE OR TOWER GROUND RING MAY BE EXTENDED AS NEEDED.

KEYED NOTES:

1. #2 AWG SBTC TOWER GROUND RING. (MIN 2 FT FROM FOUNDATION)
2. #2 AWG SBTC TOWER RING RADIALS. GROUNDING RADIAL (TYP.) SEE TRENCH DETAIL 4 ON SHEET E-501. MAINTAIN DEPTH AND MINIMUM 15 FT. SEPARATION FROM OTHER RADIALS AT ENDS AND MINIMUM 5 FT. SEPARATION AT GROUNDING SYSTEMS AND BUILDING FOUNDATIONS.
3. 3/4Ø" X 10 FT GROUND ROD (TYP). SEE DETAIL 2 ON SHEET E-501
4. 3/4Ø" X 10 FT GROUND ROD WITH TEST WELL (MIN. ONE PER SITE ON TOWER GROUND RING). SEE DETAIL 5 ON SHEET E-501.
5. BOND TO ELECTRICAL SERVICE AT MAIN BONDING JUMPER WITH #2 AWG SBTC. PARALLEL CONNECTION AWAY FROM TOWER. SEE DETAIL 1 ON SHEET E-501.
6. SERVICE GROUND ROD SIZE MINIMUM PER NEC OR AS OTHERWISE INDICATED. PLACE MINIMUM OF 10' FROM ALL OTHER GROUND RODS.
7. TOWER TO GROUND RING BONDS. SEE DETAIL 3 ON SHEET E-501.

INSTALLATION NOTES:

1. INSTALL STANDARD LEVEL I DESIGN (BASE BID) WHICH INCLUDES:
   1.1. TOWER RING, 1 GROUND ROD PER LEG, SERVICE GROUND ROD AT H-FRAME, RADIALS TO H-FRAME. ADDITIONAL WORK NECESSARY BELOW SHALL BE CONSIDERED AN ALLOWANCE.
2. MEASURE GROUNDING SYSTEM RESISTANCE WITH A 3-PROBE TEST PRIOR TO BACKFILL/DEMOBILIZATION AND PRIOR TO CONNECTION OF UTILITY POWER NEUTRAL TO THE SYSTEM.
3. IF GROUNDING SYSTEM RESISTANCE IS GREATER THAN 10 OHMS COORDINATE WITH ATC ENGINEER OF RECORD.

GROUNDING PLAN LEGEND:

- GROUND WIRE
- EXOTHERMIC WELD
- MECHANICAL WELD
- COPPER GROUND ROD
- TEST WELL

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5700 E SAUNDERS STREET
LAREDO, TX 78041-765

SEAL:



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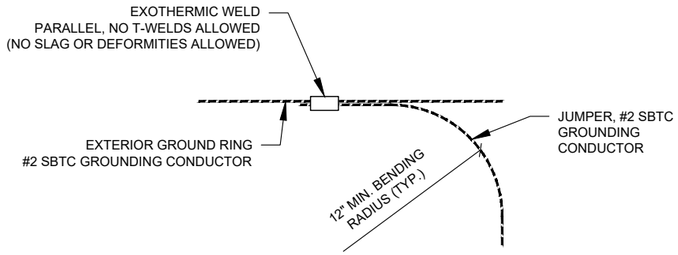
GROUNDING LAYOUT

SHEET NUMBER:	REVISION:
E-401	0

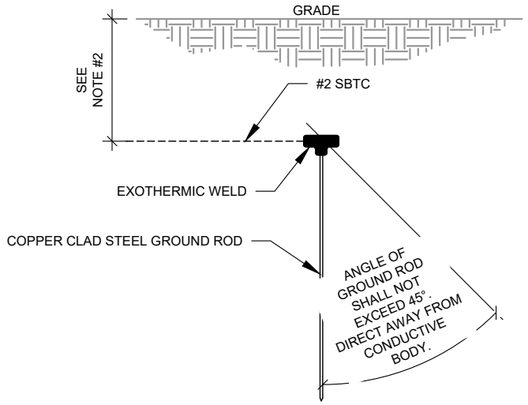
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NOTES:

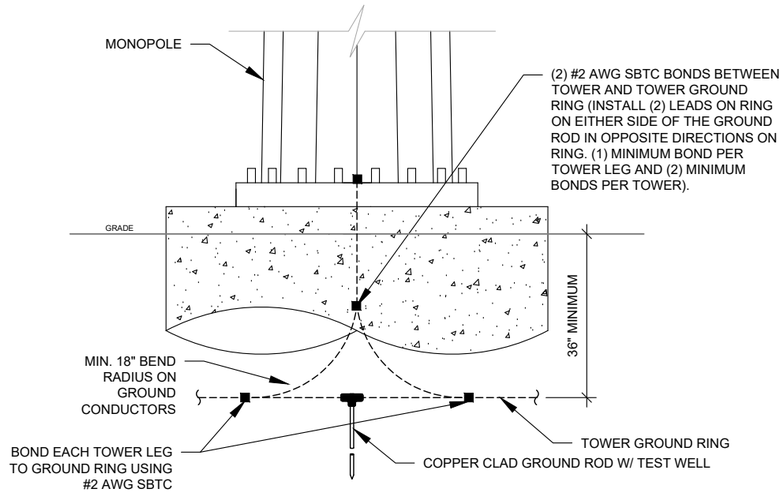
1. LOCATE BEFORE DIGGING.
2. ALL RING AND RADIAL DEPTHS AT 30" OR 6" BELOW FROST LINE, WHICHEVER IS GREATER.
3. WELD GROUND TO FENCE AS LOW AS POSSIBLE TO DETER COPPER THEFT



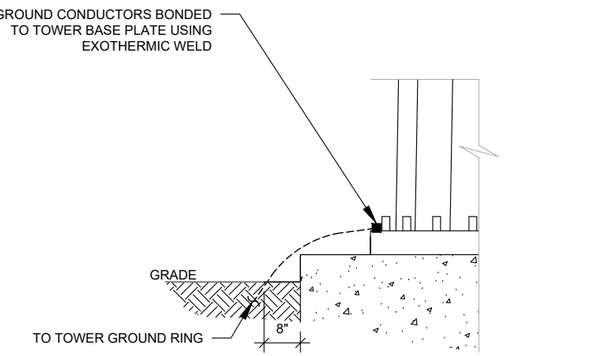
1 TIE CONNECTION DETAIL
SCALE: N.T.S.



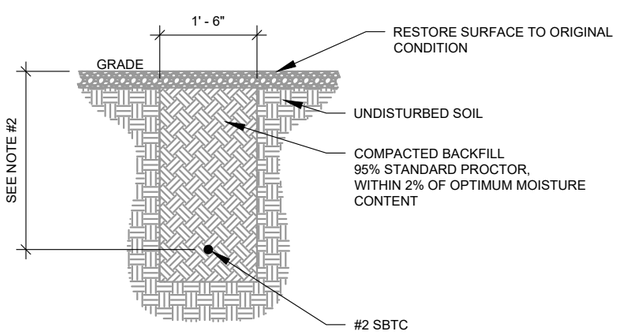
2 GROUND ROD DETAIL
SCALE: N.T.S.



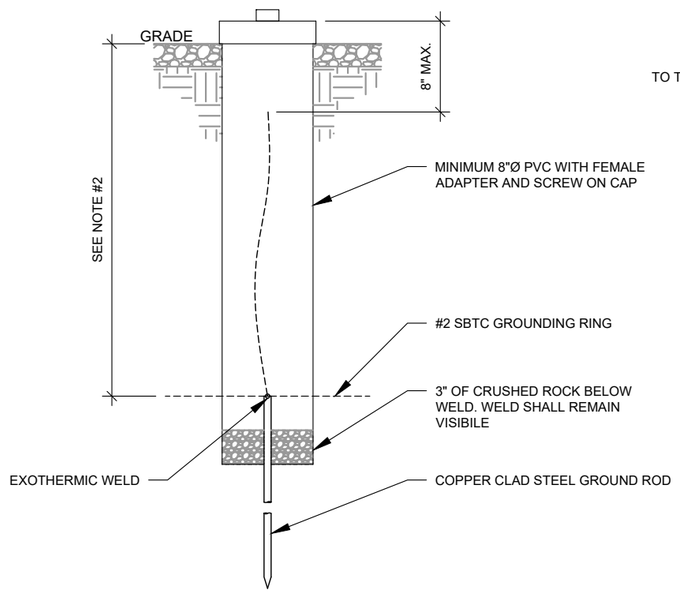
3 TOWER GROUNDING (FRONT)
SCALE: N.T.S.



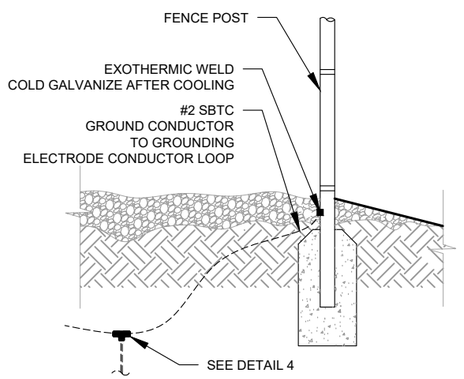
6 TOWER GROUNDING (SIDE)
SCALE: N.T.S.



4 GROUND CONNECTION TRENCH DETAIL (STD.)
SCALE: N.T.S.



5 TEST WELL DETAIL
SCALE: N.T.S.



7 FENCE GROUNDING DETAIL
SCALE: N.T.S.

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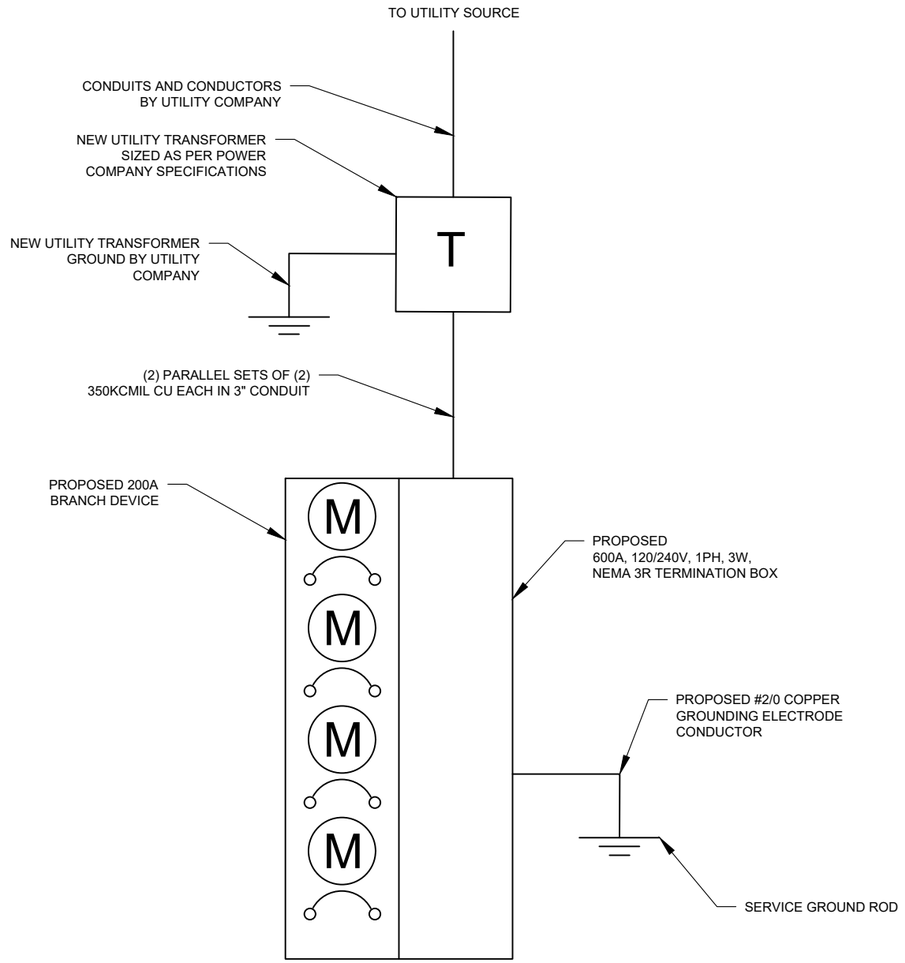
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ELECTRICAL DETAILS

SHEET NUMBER:	REVISION:
E-501	0

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1 ELECTRICAL ONE-LINE DIAGRAM

SCALE: N.T.S.

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212070

ATC SITE NAME:
STRELO ULTRA WELL

SITE ADDRESS:
5700 E SAUNDERS STREET
LAREDO, TX 78041-765

SEAL:

STATE OF TEXAS
SCOTT R. FLETCHER
154014
LICENSED
PROFESSIONAL ENGINEER

Digitally Signed: 2025-01-06

DATE DRAWN:	09/09/24
ATC JOB NO:	14853811_D4
OPS JOB NO:	14430369
ATC LEGACY #:	76534

ELECTRICAL ONE LINE DIAGRAM

SHEET NUMBER:	REVISION:
E-601	0

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CAP EX INSPECTION NOTES

THE SPECIAL INSPECTION (SI) PROCEDURE IS INTENDED TO CONFIRM THAT CONSTRUCTION AND INSTALLATION MEETS ENGINEERING DESIGN, ATC PROCEDURES AND ATC STANDARD SPECIFICATIONS FOR WIRELESS TOWER SITES.

TO ENSURE THAT THE REQUIREMENTS OF THE SI ARE MET, IT IS VITAL THAT THE GENERAL CONTRACTOR AND THE INSPECTOR BEGIN COMMUNICATING AND COORDINATING AS SOON AS A PO IS RECEIVED FROM AMERICAN TOWER CORPORATION (ATC). IT IS EXPECTED THAT EACH PARTY WILL PROACTIVELY REACH OUT TO THE OTHER PARTY. IF CONTACT INFORMATION IS NOT KNOWN, CONTACT YOUR AMERICAN TOWER POINT OF CONTACT.

SPECIAL INSPECTOR

THE SPECIAL INSPECTOR IS REQUIRED TO CONTACT THE GENERAL CONTRACTOR AS SOON AS RECEIVING A PO FROM ATC. UPON RECEIVING A PO FROM ATC THE SPECIAL INSPECTOR AT A MINIMUM MUST:

- REVIEW THE REQUIREMENTS OF THE SI CHECKLIST.
- WORK WITH THE GENERAL CONTRACTOR TO DEVELOP A SCHEDULE TO CONDUCT ON-SITE INSPECTIONS, INCLUDING FOUNDATION INSPECTIONS.
- ANY CONCERNS WITH THE SCOPE OF WORK OR PROJECT COMMITMENT MUST BE RELAYED TO THE ATC POINT OF CONTACT IMMEDIATELY.

THE SPECIAL INSPECTOR IS RESPONSIBLE FOR COLLECTING ALL GENERAL CONTRACTOR INSPECTION AND TEST REPORTS, REVIEWING THESE DOCUMENTS FOR ADHERENCE TO CONTRACT DOCUMENTS, CONDUCTING THE IN-FIELD INSPECTIONS, AND SUBMITTING THE SI REPORT TO AMERICAN TOWER CORPORATION.

GENERAL CONTRACTOR

THE GENERAL CONTRACTOR IS REQUIRED TO CONTACT THE SI INSPECTOR AS SOON AS RECEIVING A PO FOR THE MODIFICATION INSTALLATION OR TURNKEY PROJECT TO, AT A MINIMUM:

- REVIEW THE REQUIREMENTS OF THE SI CHECKLIST.
- WORK WITH THE SI TO DEVELOP A SCHEDULE TO CONDUCT ON-SITE INSPECTIONS, INCLUDING FOUNDATION INSPECTIONS.
- BETTER UNDERSTAND ALL INSPECTION AND TESTING REQUIREMENTS.

THE GENERAL CONTRACTOR SHALL PERFORM AND RECORD THE TEST AND INSPECTION RESULTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE SI CHECKLIST.

CAP EX SPECIAL INSPECTION CHECKLIST

INSPECTION ITEM	DESCRIPTION	INSPECTION TESTING REQUIRED	RESPONSIBILITY	SI REVIEW REQUIRED			INSPECTION FREQUENCY	
				PRE CX	DURING CX	POST CX	PERIODIC	CONTINUOUS
SPECIAL INSPECTION FIELD WORK & REPORT	DOCUMENTATION AND SITE VISIT CONDUCTED BY AN ATC APPROVED SPECIAL INSPECTOR AS REQUIRED BY ATC AND OTHER AUTHORITIES HAVING JURISDICTION. INSPECTION PARAMETERS TO FOLLOW ATC'S STANDARD SPECIFICATION FOR WIRELESS TOWER SITES.	Y	SI		✔	✔		
ENGINEERING ASSEMBLY DRAWINGS	GC SHALL SUBMIT DRAWINGS TO SI FOR INCLUSION IN SI REPORT	Y	GC			✔		
FABRICATED MATERIAL VERIFICATION & INSPECTION	MTR AND OR MILL CERTIFICATIONS FOR SUPPLIED MATERIALS GC SHALL SUPPLY SI WITH REPORTS TO BE INCLUDED IN SI REPORT WHEN REQUIRED BY ATC	Y	SI			✔		
ROAD INSPECTION	STONE SHOULD HAVE A MINIMUM DEPTH OF 6". ENTRANCE SHALL HAVE A MINIMUM WIDTH OF 20' FOR A MINIMUM LENGTH OF 30' AND A 30' RADIUS, IF POSSIBLE. TRAVEL LANE SHALL HAVE A MIN. WIDTH OF 12' IN THE TANGENTS AND 15' AT THE CURVES. ROAD HAS NO SIGNS OF RILLS AND EROSION. ROAD IS PROPERLY CROWNED OR SUPER-ELEVATED. ALL DIMENSIONS AND DEPTHS SHALL BE PER THE PLANS OR ABOVE UNLESS UNLESS OTHERWISE SPECIFIED.	Y	GC / SI			✔		
DITCH INSPECTION	A DITCH SHOULD BE INSTALLED PER THE APPROVED PLANS. INSPECT EROSION PROBLEMS, DAMAGE TO VEGETATION, SEDIMENT AND DEBRIS ACCUMULATION (ADDRESS WHEN >3 INCHES AT ANY SPOT OR COVERING VEGETATION). INSPECT FOR POOLS OF STANDING WATER. IF REQUIRED, DEWATER AND DISCHARGE TO AN APPROVED LOCATION AND RESTORE GRADE TO PROVIDE POSITIVE DRAINAGE. VEGETATION ALONG THE SURFACE OF THE DITCH SHOULD BE KEPT IN GOOD CONDITION, AND ANY BARE SPOTS IMMEDIATELY RE-VEGETATED. IF THE DITCH IS RIP-RAP VERIFY IF ADDITIONAL RIP-RAP NEEDS TO BE INSTALLED. THE CHANNEL SHOULD BE CLEANED WHENEVER THE TOTAL DEPTH IS REDUCED BY 25% AT ANY LOCATION OR A MINIMUM 9" DEPTH IS NOT ACHIEVED.	N	SI					
CHECK DAM INSPECTION	INSPECT AND CORRECT CHECK DAMS WHEN SIGNS OF ALTERED WATER FLOW (CHANNELIZATION, OBSTRUCTIONS, EROSION ETC.) ARE IDENTIFIED.CHECK DAMS SHOULD BE HALF OF THE DITCH HEIGHT. A CHECK DAM SHALL BE INSTALLED AT THE CULVERT TO PREVENT BYPASS FLOW.	N	SI					
WATER BAR INSPECTION	IS THE WATER BAR FUNCTIONING PROPERLY AND PREVENT WATER FROM TRAVELING DOWN THE ROADWAY IN STEEP SLOPES OR AT CURVES. SHOULD BE CONSTRUCTED AND MAINTAINED AT A CROSS SLOPE OF 2% AND DISCHARGE TO A DITCH OR WELL VEGETATED AREA.	N	SI					
TURN-OUT INSPECTION	IS THE TURNOUT LOCATED TO TAKE ADVANTAGE OF NATURAL DRAINAGE COURSES OR BUFFER AREAS WHERE POSSIBLE? INSPECT AND VERIFY IF THE TURNOUTS ARE FUNCTIONING PROPERLY AND IF EARTHEN BERMS OR RIP-RAP IS NECESSARY TO MAINTAIN THE DRAINAGE PATTERN.	N	SI					
CULVERT INSPECTION	INSTALLED THE CORRECT SIZE AND MATERIAL TYPE AND AT THE PROPER LOCATIONS WITH A MINIMUM OF 1' COVER. CULVERTS SHOULD BE KEPT CLEAN AND ENSURE WATER FLOW. UNLESS AT A LOW POINT ALL A DOWNSTREAM EARTHEN OR STONE BERM SHALL BE INSTALLED AT THE CULVERT TO PREVENT BYPASS FLOW.	N	SI					
OUTLET PROTECTION INSPECTION	SHALL BE INSTALLED ON LEVEL GRADE TO PREVENT SCOUR AND EROSION AT PIPE OR CHANNEL OUTFALL.DISPLACED RIP-RAP SHALL BE REPLACED. DEPTH SHALL BE 1.5 TIMES THE STONE SIZE OR MIN OF 9". A MINIMUM LENGTH OF 8' IS REQUIRED. MIN STONE SIZE: AASHTO R-3 RIP RAP (3"-6" CLEAN STONE).	N	SI					
BASIN INSPECTION	UP GRADIENT CULVERTS, CATCH BASINS AND INLETS OF BASIN SHOULD BE INSPECTED AND CLEANED. VEGETATION ALONG THE SURFACE OF THE BASIN SHOULD BE MAINTAINED IN GOOD CONDITION, AND ANY BARE SPOTS REVEGETATED AS SOON AS POSSIBLE. INSPECT FOR ACCUMULATION OF SEDIMENT, DAMAGE TO OUTLET CONTROL STRUCTURES, EROSION CONTROL MEASURES, SIGNS OF WATER CONTAMINATION/SPILLS, AND SLOPE STABILITY IN THE BERMS AND PONDING OF WATER GREATER THAN 72 HOURS SINCE THE LAST RUNOFF EVENT.	N	SI					
SILT FENCE INSPECTION	ALL SILT FENCE AND STAKES SHOULD BE REMOVED BY THE CONTRACTOR AFTER THE SITES HAS ACHIEVED STABILIZATION. NO LONG TERM MAINTENANCE IS REQUIRED.	N	SI					
SEEDING INSPECTION	SITES SHOULD OBTAIN AND MAINTAIN AT LEAST 70% STABILIZATION. STONE IS CONSIDERED STABILIZED.	N	SI					
COMPACTION VERIFICATION	CONTRACTOR SHALL PROVIDE AN INDEPENDENT THIRD PARTY CERTIFIED INSPECTION WHICH PROVIDES TEST RESULTS FOR COMPACTION TEST OF SOILS IN PLACE TO ASTM STANDARDS.	Y	GC / TA		✔			
COMPOUND INSPECTION	THE COMPOUND SHALL HAVE A MAXIMUM GRADE OF 5% AND A MINIMUM OF 1% IN ANY DIRECTION. A 1' MINIMUM GRAVEL APRON AROUND THE COMPOUND WITH A DITCH INSTALLED PER THE PLANS SURROUNDING THE UP GRADIENT PERIMETER OF THE COMPOUND. THE DITCH SHALL FREELY GRAVITY DRAIN TO AN APPROPRIATE LOCATION WITH NO IMPACT TO DOWN GRADIENT FEATURES SUCH AS THE ACCESS ROAD OR OTHER STRUCTURES.	Y	GC / TA			✔		
SLOPE STABILITY INSPECTION	EROSION CONTROL BLANKETS SHALL BE USED ON ALL SLOPES GREATER THAN 2H:1V OR STEEPER OR AS DIRECTED BY LOCAL REGULATING AGENCIES, AND WHERE POTENTIAL EXISTS FOR SEDIMENT POLLUTION TO RECEIVING SURFACE WATERS. SINCE ROCK SLOPES POSE LITTLE, IF ANY, POTENTIAL FOR EROSION, CUT SLOPES IN COMPETENT BEDROCK AND ROCK FILL SLOPES DO NOT NEED TO BE BLANKETED.	N	SI					
POWER AND GROUNDING	POWER PANELS, DISCONNECTS, ATS, TROUGH, H-FRAME, CONDUIT AND GROUNDING SYSTEMS ARE IN CONFORMANCE WITH THE DESIGN DRAWINGS	Y	SI			✔		
GC AS-BUILT DRAWINGS WITH CONSTRUCTION RED-LINES	GC SHALL SUBMIT "AS-BUILT" DRAWINGS INDICATING ANY APPROVED CHANGES TO ENGINEERED PLANS TO SI FOR APPROVAL/REVIEW AND INCLUSION IN SI REPORT	Y	GC			✔		
SI AS-BUILT DRAWINGS WITH INSPECTION RED-LINES (AS REQUIRED)	SI SHALL SUBMIT "AS-BUILT" DRAWINGS INDICATING ANY APPROVED CHANGES TO ENGINEERED PLANS WITHIN SI REPORT	Y	SI			✔		
PHOTOGRAPHS	PHOTOGRAPHIC EVIDENCE OF SPECIAL INSPECTION, ON SITE REMEDIATION, AND ITEMS FAILING INSPECTION & REQUIRING FOLLOW UP TO BE INCLUDED WITHIN THE SI REPORT. COMPLETE PHOTO LOG IS TO BE SUBMITTED WITHIN SI REPORT.	Y	GC / SI			✔		

NOTE:
1. SPECIAL INSPECTIONS ARE INTENDED TO BE A COLLABORATIVE EFFORT BETWEEN GC AND SI. WHENEVER POSSIBLE GC IS TO PROVIDE SI WITH PHOTOGRAPHIC OR OTHER ACCEPTABLE EVIDENCE OF PROPER INSTALLATION IF PERIODIC INSPECTION FREQUENCY IS ACCEPTABLE. THE GC AND SI SHALL WORK TO COMPILE EVIDENCE OF PROPER CONSTRUCTION AND LIMIT THE NUMBER OF SI SITE VISITS REQUIRED.
2. GC TO REFERENCE TOWER AND FOUNDATION DRAWINGS FOR SPECIAL INSPECTION REQUIREMENTS.

TABLE KEY:
SI - ATC APPROVED SPECIAL INSPECTOR
GC - GENERAL CONTRACTOR
CX - CONSTRUCTION
CM - CONSTRUCTION MANAGER
TA - 3RD PARTY TESTING AGENCY
ATC - AMERICAN TOWER CORPORATION

COMMENTS:
COORDINATE WITH TOWER INSPECTION

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PHONE: (919) 468-0112
COA: F-6274

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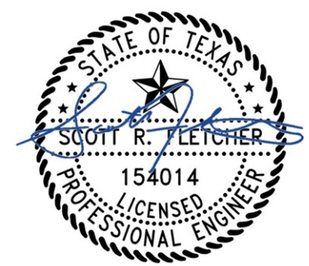
REV.	DESCRIPTION	BY	DATE
0	FOR CONSTRUCTION	PN	09/09/24

ATC SITE NUMBER:
212070

ATC SITE NAME:
STRELO ULTRA WELL

SITE ADDRESS:
5700 E SAUNDERS STREET
LAREDO, TX 78041-765

SEAL:



Digitally Signed: 2025-01-06

DATE DRAWN:	09/09/24
ATC JOB NO:	14853811_D4
OPS JOB NO:	14430369
ATC LEGACY #:	76534

SPECIAL INSPECTIONS WORKSHEET

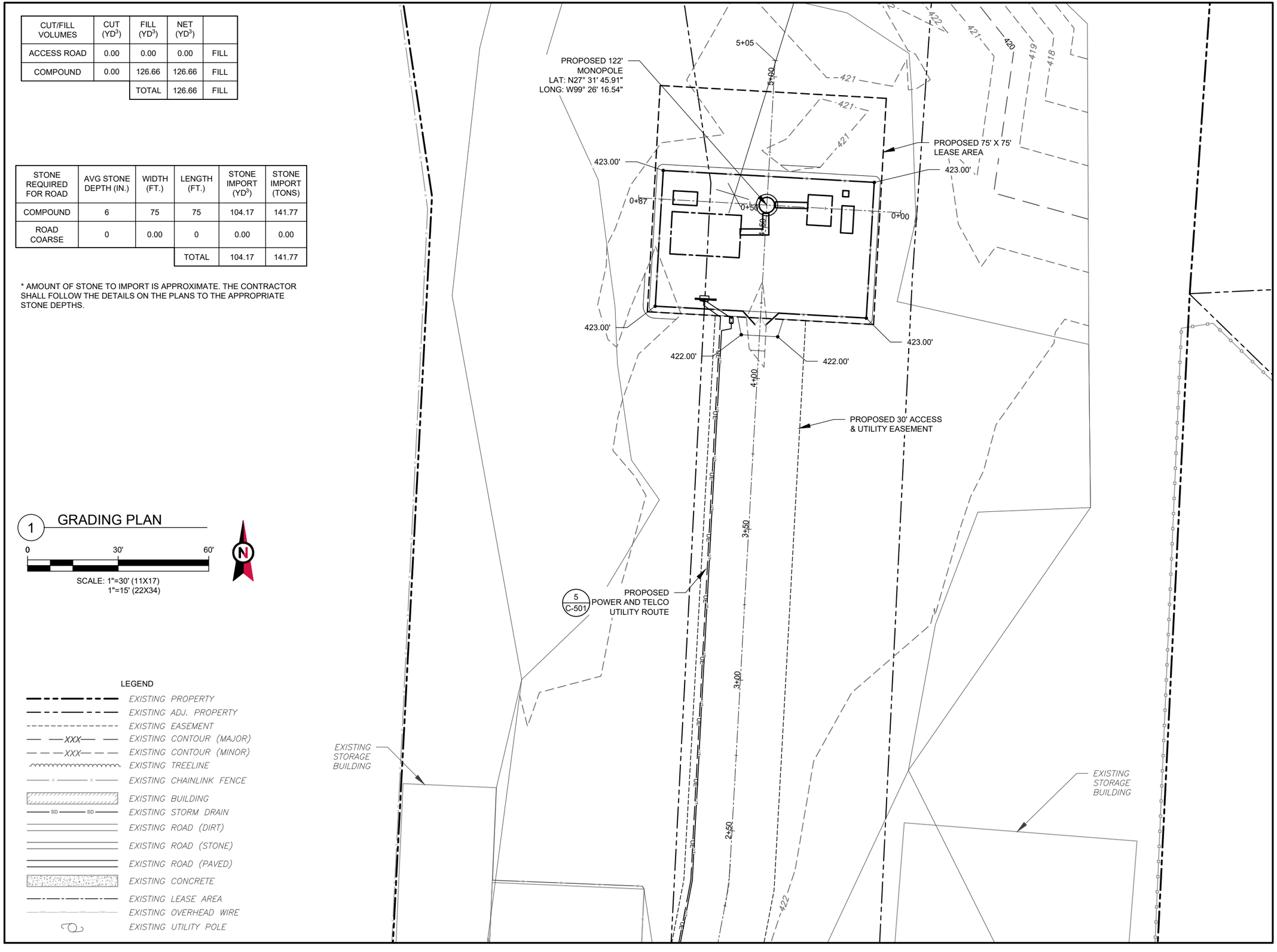
SHEET NUMBER:	REVISION:
R-601	0

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CUT/FILL VOLUMES	CUT (YD^3)	FILL (YD^3)	NET (YD^3)	
ACCESS ROAD	0.00	0.00	0.00	FILL
COMPOUND	0.00	126.66	126.66	FILL
		TOTAL	126.66	FILL

STONE REQUIRED FOR ROAD	AVG STONE DEPTH (IN.)	WIDTH (FT.)	LENGTH (FT.)	STONE IMPORT (YD^3)	STONE IMPORT (TONS)
COMPOUND	6	75	75	104.17	141.77
ROAD COARSE	0	0.00	0	0.00	0.00
			TOTAL	104.17	141.77

* AMOUNT OF STONE TO IMPORT IS APPROXIMATE. THE CONTRACTOR SHALL FOLLOW THE DETAILS ON THE PLANS TO THE APPROPRIATE STONE DEPTHS.



1 GRADING PLAN

0 30' 60'

SCALE: 1"=30' (11X17)
1"=15' (22X34)

LEGEND

- EXISTING PROPERTY
- EXISTING ADJ. PROPERTY
- EXISTING EASEMENT
- EXISTING CONTOUR (MAJOR)
- EXISTING CONTOUR (MINOR)
- EXISTING TREELINE
- EXISTING CHAINLINK FENCE
- EXISTING BUILDING
- EXISTING STORM DRAIN
- EXISTING ROAD (DIRT)
- EXISTING ROAD (STONE)
- EXISTING ROAD (PAVED)
- EXISTING CONCRETE
- EXISTING LEASE AREA
- EXISTING OVERHEAD WIRE
- EXISTING UTILITY POLE

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1 FENTON MAIN STREET
SUITE 300
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PHONE: (919) 468-0112
COA: F-6274

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REV.	DESCRIPTION	BY	DATE
0	FOR CONSTRUCTION	PN	09/09/24
3	BUILDING NAME UPDATE	PN	01/06/25

ATC SITE NUMBER:
212070

ATC SITE NAME:
STRELO ULTRA WELL

SITE ADDRESS:
5700 E SAUNDERS STREET
LAREDO, TX 78041-765

SEAL:

STATE OF TEXAS
SCOTT R. FLETCHER
154014
LICENSED
PROFESSIONAL ENGINEER

Digitally Signed: 2025-01-06

DATE DRAWN:	09/09/24
ATC JOB NO:	14853811_D4
OPS JOB NO:	14430369
ATC LEGACY #:	76534

GRADING PLAN

SHEET NUMBER:	REVISION:
C-201	3

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1 GRADING PLAN

0 30' 60'

SCALE: 1"=30' (11X17)
1"=15' (22X34)

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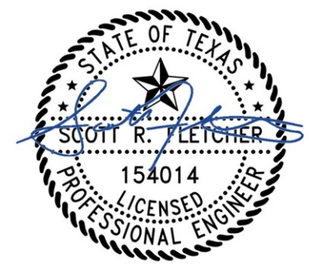
REV.	DESCRIPTION	BY	DATE
0	FOR CONSTRUCTION	PN	09/09/24
3	BUILDING NAME UPDATE	PN	01/06/25

ATC SITE NUMBER:
212070

ATC SITE NAME:
STRELO ULTRA WELL

SITE ADDRESS:
5700 E SAUNDERS STREET
LAREDO, TX 78041-765

SEAL:



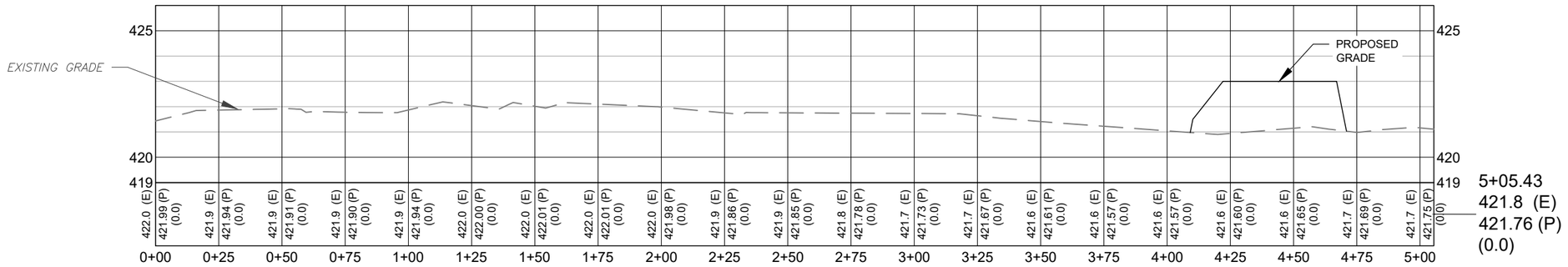
Digitally Signed: 2025-01-06

DATE DRAWN:	09/09/24
ATC JOB NO:	14853811_D4
OPS JOB NO:	14430369
ATC LEGACY #:	76534

GRADING PLAN

SHEET NUMBER:	REVISION:
C-202	3

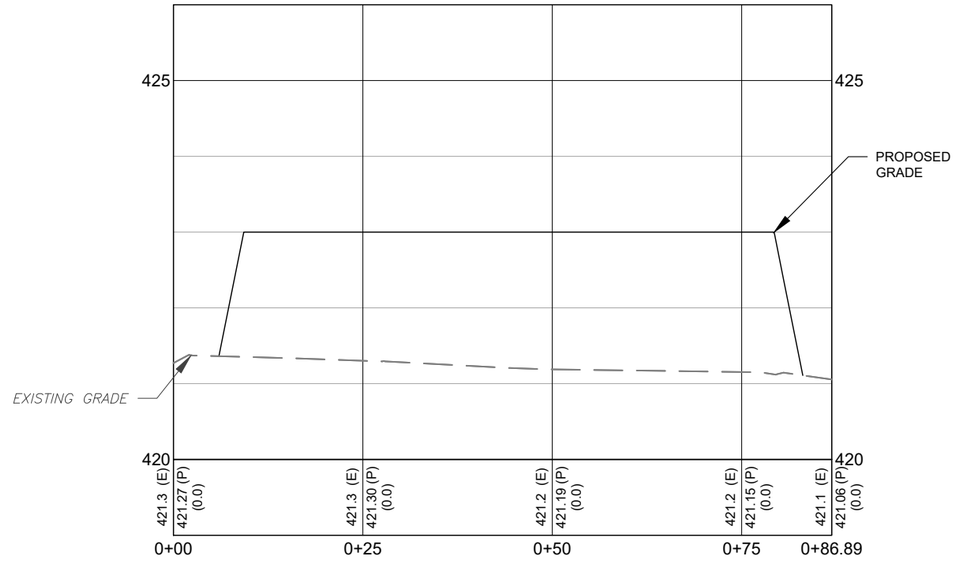
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1 PROFILE

0 50' 100'

SCALE: 1"=50' (11X17)
1"=25' (22X34)



2 PROFILE

0 20' 40'

SCALE: 1"=20' (11X17)
1"=10' (22X34)

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REV.	DESCRIPTION	BY	DATE
0	FOR CONSTRUCTION	PN	09/09/24

ATC SITE NUMBER:
212070

ATC SITE NAME:
STRELO ULTRA WELL

SITE ADDRESS:
5700 E SAUNDERS STREET
LAREDO, TX 78041-765

SEAL:



Digitally Signed: 2025-01-06

DATE DRAWN:	09/09/24
ATC JOB NO:	14853811_D4
OPS JOB NO:	14430369
ATC LEGACY #:	76534

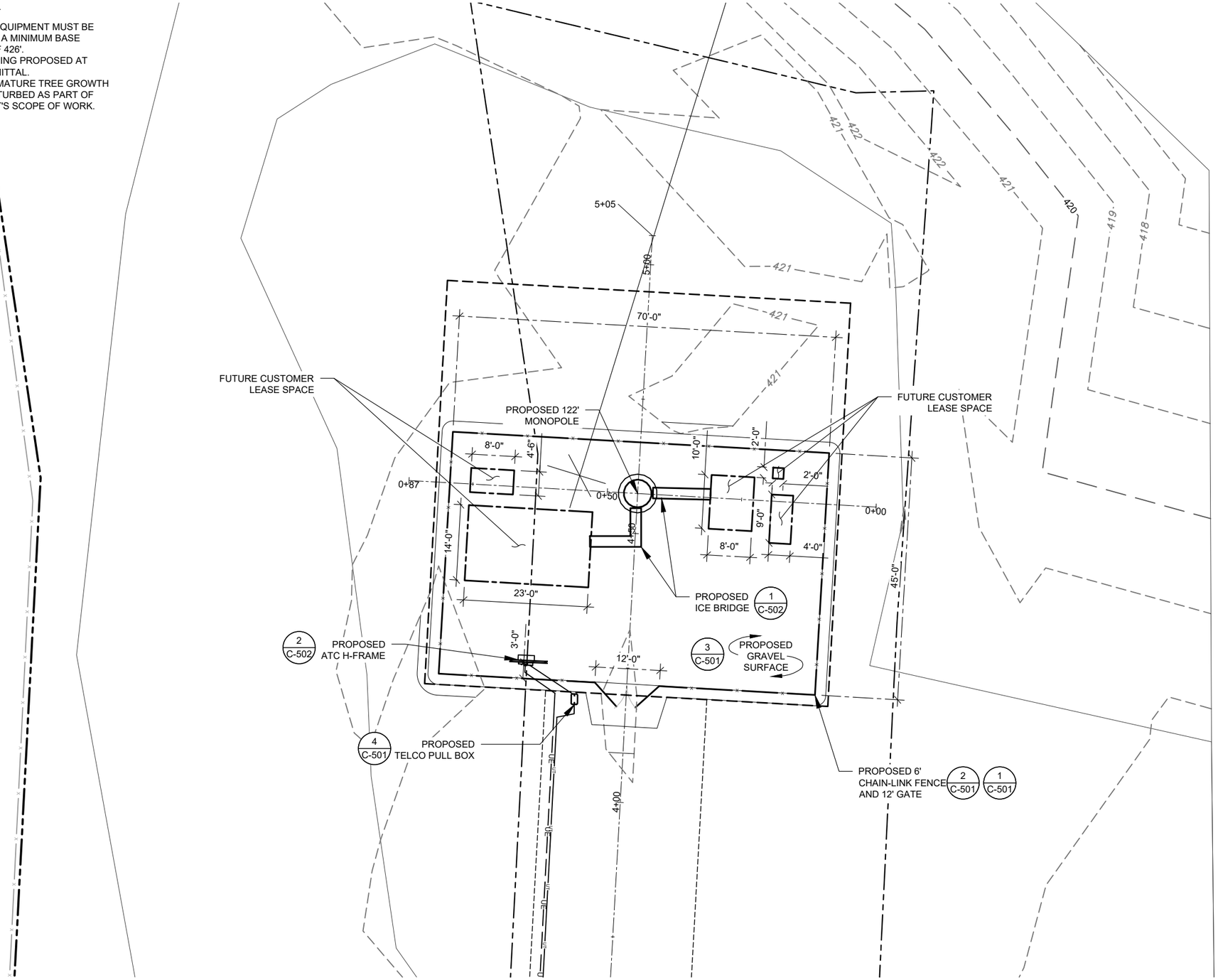
PROFILE

SHEET NUMBER:	REVISION:
C-203	0

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COMPOUND NOTE:

1. ALL FUTURE EQUIPMENT MUST BE INSTALLED AT A MINIMUM BASE ELEVATION OF 426'.
2. NO LANDSCAPING PROPOSED AT TIME OF SUBMITTAL.
3. NO EXISTING MATURE TREE GROWTH SHALL BE DISTURBED AS PART OF THIS PROJECT'S SCOPE OF WORK.



1 COMPOUND PLAN

0 20' 40'

SCALE: 1"=20' (11X17)
1"=10' (22X34)

N

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COA: F-6274

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REV.	DESCRIPTION	BY	DATE
0	FOR CONSTRUCTION	PN	09/09/24
2	NOTE UPDATE	PN	11/27/24

ATC SITE NUMBER:
212070

ATC SITE NAME:
STRELO ULTRA WELL

SITE ADDRESS:
5700 E SAUNDERS STREET
LAREDO, TX 78041-765

SEAL:



Digitally Signed: 2025-01-06

DATE DRAWN:	09/09/24
ATC JOB NO:	14853811_D4
OPS JOB NO:	14430369
ATC LEGACY #:	76534

COMPOUND PLAN

SHEET NUMBER:	REVISION:
C-401	2

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ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A COMMUNICATION TOWER ON APPROXIMATELY 3.7 ACRES AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT A, LOCATED NORTH OF US HIGHWAY 59 AND WEST OF ESCONDIDO DRIVE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a special use permit for a communication tower on approximately 3.7 acres as further described by metes and bounds in attached Exhibit A, located north of US Highway 59 and west of Escondido Drive; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on February 19, 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 March 03, 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 the issuance of a Special Use Permit for a communication tower on approximately 3.7 acres as further described by metes and bounds in attached Exhibit A, located north of US Highway 59 and west of Escondido Drive.

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

1. The Special Use Permit is restricted to the area identified in the attached site plan, Exhibit "B", which is made part hereof for all purposes.
2. The Special Use Permit is restricted to a 122' height communication tower and as further described on the set of plans, Exhibit "C".
3. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
4. Signage shall be consistent with the City's Sign Ordinance or regulations.
5. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
6. Applicant shall comply with Section 24.93.10 entirely. 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.
7. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
8. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
9. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
10. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.
11. Towers shall be enclosed by security fencing not less than six feet in height and also shall be equipped with an appropriate anti-climbing device.
12. Existing mature tree growth and natural land forms on the site shall be preserved to the maximum extent possible.
13. Equipment storage buildings or cabinets shall comply with all applicable building codes.
14. Applicant shall provide verification of compliance with FCC, FAA regulations and, if applicable, any other federal state agencies as required.
15. Applicant shall provide a notarized statement by the applicant and a sealed set of plans by a qualified engineer, confirming the construction of the tower will accommodate collocation of additional antennas for future users.
16. Applicant shall provide a safety report by a qualified structural engineer establishing the structural integrity of the tower.
17. The approval of the special use permit does not guarantee the issuance of the building permit.
18. 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 24.93.12.12, entitled "Enforcement and Revocation of Special Use Permit Revocation," according to the criteria and procedures described therein and below:

1. Enforcement and Revocation of Special Use Permit Revocation

If it is determined based on inspection by the Planning Director or reasonable investigation by the City Manager, or his designee, that there exist reasonable grounds for revocation of a Special User Permit, a public hearing shall be set before the Zoning Commission and the City Council.

A. Circumstances that warrant revocation of an approved special use permit include, but shall not be limited to, any of the following:
    1. Any Violation of any of the conditions of the special use permit if not corrected to the satisfaction of the City within 90 days of the owner having received written notice of the violation and the means necessary to correct it;
    2. A plea of guilty or no-contest to an offense that that occurs on the property for which the special use permit is granted involving any zoning ordinance or provision of the City's Land Development Code;
    3. The building, premise, or land uses under the special use permit is enlarged, modified, structurally altered, or otherwise significantly changed without the approval of a separate special use permit for such enlargement, modification, structural alteration or change;
    4. Violation of any provision of the site plan encompassing the property for which the special use permit was issue for, terms or conditions of a special use permit;
    5. The special use permit was obtained by fraud or with deception.

B. Revocation process. The revocation process shall be conducted through a public hearing and recommendation by the Zoning Commission, followed by a public hearing and ordinance amendment consideration by the City Council. The City Council ma revoke the special use permit, deny the revocation and allow the sue to continue, or deny the revocation and amend the special use permit to attach conditions to assure that the terms, conditions and requirements of the special use permit be met.

C. Effect of revocation. Upon the effective date of the revocation, it shall be unlawful to undertake or perform any activity that was previously authorized by the special use permit. Any person, firm, or corporation, who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the

provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation exists shall constitute a separate offense.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
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: 3/17/2025 **Public Hearing & Introductory Ordinance 4.**

SUBJECT
Public Hearing and Introductory Ordinance of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept and enter into a contract from The Meadows Foundation, for the Community Mental Health Program Recharge Center at Santa Rita, amending the FY2024-2025 budget by appropriating revenues and expenditures in the amount of $80,600.00, with no match for the City of Laredo Public Health Department for the term period from October 01, 2024 through September 30, 2025. Funds will be accounted for in the Laredo Public Health Department Fund - The Meadows Foundation Grant.

PREVIOUS COUNCIL ACTION
On September 16, 2024, Council approved Resolution 2024-R-288.

BACKGROUND
The Meadows Foundation contracts 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. Through this partnership, the City of Laredo Public Health Department will revamp their Community Mental Health Recharge Center at Santa Rita to further provide mental health services to the uninsured and underinsured in Webb County.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approves the Introductory Ordinance.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	N
Source of Funds:	The Meadows Foundation Grant
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
The revenue account 226-0000-323-4095 and the expenditure division is 226-6043 with Project Number HEMF02.

ORDINANCE No. 2025-O-XXX

PUBLIC HEARING AND INTRODUCTORY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO A CONTRACT FROM THE MEADOWS FOUNDATION, FOR THE COMMUNITY MENTAL HEALTH PROGRAM RECHARGE CENTER AT SANTA RITA, AMENDING THE FY2024-2025 BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF $80,600.00, WITH NO MATCH FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT FOR THE TERM PERIOD FROM OCTOBER 01, 2024 THROUGH SEPTEMBER 30, 2025. FUNDS WILL BE ALLOCATED IN THE LAREDO PUBLIC HEALTH DEPARTMENT FUND – THE MEADOWS FOUNDATION GRANT.

WHEREAS, The Meadows Foundation contracts 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. Through this partnership, the City of Laredo Public Health Department will revamp their Community Mental Health Recharge Center at Santa Rita to further provide mental health services to the uninsured and underinsured in Webb County.

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 from The Meadows Foundation, for the Community Mental Health Program Recharge Center at Santa Rita, amending the FY2024-2025 budget by appropriating revenues and expenditures in the amount of $80,600.00, with no match for the City of Laredo Public Health Department for the term period from October 01, 2024 through September 30, 2025. Funds will be accounted for in the Laredo Public Health Department Fund – The Meadows Foundation Grant.

Section 2: The revenue account 226-0000-323-4095 and the expenditure division is 226-6043 with Project Number HEMF02.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2025.

_____

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: 3/17/2025 **Final Readings 5.**

SUBJECT
Authorizing the City Manager to execute a lease agreement between the City of Laredo and I35 Church for a property located at 1705 E Hillside, Laredo, Texas 78041, legally described as a building of approximately 15,483. Lease term shall be for five years commencing on April 1, 2025. Tenant is hereby granted two options to extend this lease for an additional five years per option upon mutual written agreement between parties. The monthly rent shall be $4,189.00 and will be adjusted annually according to changes in the Consumer Price Index (CPI); providing for severability; and providing for an effective date.

PREVIOUS COUNCIL ACTION
2021-O-252

BACKGROUND
On 12/06/2021 the Laredo City Council approved a lease agreement authorizing a lease between the City of Laredo and Iglesia Casa de Alabanza. Iglesia Casa de Alabanza has remained a tenant for the airport since the assignment of the lease. The tenant currently leases approximate 15,483 square feet of building space located at 1705 E Hillside.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends to approve this Introductory Ordinance.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Rent
Account #:	242-0000-361-1060
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Monthly Rent: $4,189.00
Annual Rent: $50,268.00
Revenue will be allocated in the Building Rent account: 242-0000-361-1060

STATE OF TEXAS COUNTY OF WEBB,

This lease agreement is made and entered into by and between CITY OF LAREDO, TEXAS ("LESSOR") and IGLESIA CASA DE ALABANZA ("LESSEE").

WHEREAS, the LESSOR owns those premises at the Laredo International Airport located at 1705 E Hillside, Laredo, Texas 78041, legally described as a building of approximately 15,483 square feet located at Webb County, Texas situated on property described as Block No. 15, of the subdivision plat of Laredo Airport according to the map or plat thereof recorded in Volume 15, Page 75, plat records of Webb County, Texas.

NOW, THEREFORE THE LESSOR AND LESSEE for and in consideration (If the covenants and agreements set forth in this lease, do hereby covenant and agree as follows:

ARTICLE I
DEFINITIONS AND DEMISE OF LEASED PREMISES

1.01 DEFINITIONS

A. "Laredo International Airport area" means that certain area administered by the city of Laredo. Pursuant to an indenture from the United States of America to the City of Laredo. Dated February 21, 1975 and recorded in volume 478 at page 471 et seq. of the Real Property Records of Webb County. Texas.

B. "LESSOR" means City of Laredo and its duly constituted agents.

C. "PREMISES" includes the property and building subject to the lease.

D. The word "building" includes, but is not limited to, the foundation, load-bearing walls, joists, rafters, load bearing surfaces, water pipes, drainage pipes, and air conditioning ducts.

1.02 DEMISE OF LEASED PREMISES

In consideration of the mutual covenants and agreements set forth in this lease, and other good and valuable consideration, LESSOR does hereby demise and lease to LESSEE, and LESSEE does hereby lease from LESSOR, approximately 15,483 square feet constituting of a building located at 1705 E Hillside Road, Laredo, Webb County, Texas situated on property described as Block 15, of the subdivision plat of Laredo Airport according to the map or plat thereof recorded in Volume 15, Page 75, plat records of Webb County, Texas. The property on which the building is situated is more particularly described and depicted on "Exhibit A" attached hereto and incorporated herein, all hereinafter referred to as the leased area, all within the Laredo International Airport , and LESSEE hereby leases the said leased area from LESSOR.

ARTICLE II
LEASE TERM

2.01 COMMENCEMENT OF TERM AND TERMINATION DATE

This lease shall be for a total of five (5) years, commencing on the first day of April 1, 2025, and shall terminate on March 31, 2030.

2.02 OPTION TO EXTEND:

LESSEE is hereby granted two (2) options to extend this lease for an additional five (5) years per option with LESSOR'S prior approval. LESSEE shall provide LESSOR written notice by 180 days prior to end of each term, if LESSEE chooses to extend the lease term during any of the option periods. Notwithstanding anything to the contrary, if LESSEE elects to extend the term of the lease, rent will be adjusted in accordance with Article III.

2.03 TERMINATION

This lease shall terminate and become null and void without further notice on the expiration of the term specified in Section 2.01, and any holding over by LESSEE after the expiration of that term, shall not constitute a renewal of the lease or give LESSEE any rights under the lease in or to the leased premises.

2.04 HOLDOVER

In the event LESSEE remains in possession of the premises after the expiration of this lease and without the execution of a new lease, LESSEE shall be deemed to be occupying the premises as a tenant from month-to-month, at a monthly rental equal to two times the latest monthly rental being paid by LESSEE and subject to all the conditions, provisions and obligations of this lease insofar as they are applicable to month-to-month tenancy. The LESSOR'S collection of holdover rent shall not be deemed a waiver of LESSOR'S rights to take possession of the leased premises nor shall it establish any rights on the part of the LESSEE to occupy the leased premises, except on a month-to-month tenancy. However, the parties to this agreement acknowledge that the parties may at anytime enter into a new written agreement.

2.05 CONDITION OF PREMISES AT TERMINATION

LESSEE covenants that at the expiration or prior termination of this Agreement it will quit and surrender possession of the leased premises and all improvements thereon. LESSEE shall surrender the premises to LESSOR free and clear of any all liens/encumbrances which were caused by LESSEE. LESSEE shall further surrender the premises in good repair and condition, reasonable wear and tear and damage by fire, act of God, the public enemy or action of the elements or by any cause not due to any act or omission of LESSEE and beyond

the control of LESSEE are excepted. LESSEE shall be deemed to have abandoned to LESSOR any trade equipment and other property of LESSEE when, without the consent of the LESSOR, it has failed to remove from the leased premises such trade equipment and other property after the end of the term of this Agreement or after effective date of termination thereof provided.

ARTICLE III

RENT

3.01 ANNUAL RENTAL

a. LESSEE agrees to pay to LESSOR in legal money of the United States of America annually for the use and occupancy of the leased premises during the first year of this lease, an initial annual rental in the amount of Fifty Thousand Two Hundred Sixty Seven Dollars and Zero Cents ($50,267.00) payable in equal monthly installments of Four Thousand One Hundred Eighty Nine Dollars and Zero Cents ($4,189.00) paid in advance on the first day of each month of the initial term of this lease. Notwithstanding anything to the contrary, the monthly rental obligation shall change annually thereafter in accordance with the requirements of Section 3.01 (b) and (c).

b. Without waiving other rental escalation provisions in this contract, monthly rentals shall be adjusted annually during the primary and extension periods by an amount which is equivalent to the percent change in the Consumer Price Index {CPI) from the preceding calendar year's average, specifically defined as the Consumer Price Index {U.S. Average, All Urban Consumers, All Items) 1982-84 = 100 Base as compiled by the Bureau of Labor Statistics. This means that at the anniversary date of April 1, 2025, and annually thereafter, the rent will be adjusted according to the percent change in the CPI as of that date from that of the preceding calendar year {January-December) except, when the new monthly rental amount will be changed in accordance with LESSOR'S appraised value and in accordance with Section 3.01 {c).

Example:

1. First Anniversary: Base rent x CPI= adjustment+ base rent= rent for second year.

2. Second Anniversary: Second year's rent x CPI= adjustment+ second year's rent = rent for third year... etc., annually until lease expiration or any extension thereto.

c. Notwithstanding anything to the contrary, the annual rental shall be adjusted upward but not downwards as of each fifth (5th) anniversary date of the initial term of the lease, and upon each option used to extend the lease. Annual rent shall be adjusted based on then appraised fair market rental value of the leased premises thereon and such revised rental shall be adjusted annually thereafter in accordance with Section 3.01 (b). Upon every 5th year anniversary and every option period, annual rent shall be adjusted in accordance with this section and shall not be subject to a CPI adjustment as set forth in Section 3.01 (b).

3.02 TIME AND MANNER OF PAYMENT

Each monthly rental payment is due and payable on or before the first day of each month and monthly thereafter at each month during the term of this lease.

3.03 INTEREST/PENALTY ON DELINQUENT PAYMENTS

A. Each installment of the rent shall be a payable no later than the tenth (10^{th}) day of each calendar month, as applicable without regard to notice, demand, setoff, deduction, defense, or counterclaim.

B. Except as otherwise provided in the lease, the rental obligation of LESSEE shall be due and payable as provided in this Section and shall not be affected by circumstances or occurrences, but not limited to damages to or destruction of the Premises or any part of them, including improvements; use restrictions or interference with any use of the premises or the like; claims of Lessee against Lessor; and notice of termination by either Lessor or LESSEE.

C. Should lessee fail to pay when due any installment of rental or any other legal sum payable to LESSOR, under the terms of this lease then on the eleventh (11^{th}) day for which payment is due, a One Hundred Fifty Dollar ($150) delinquent fee shall be due and payable by LESSEE to LESSOR.

3.04 PLACE OF PAYMENT

All rent shall be paid by LESSEE at Office of the Airport Director, Laredo International Airport, 5210 Bob Bullock Loop, Laredo, Texas 78041 or at such other location or locations as LESSOR may from time to time designate by written notice to LESSEE.

ARTICLE IV

UTILITIES AND AD VALOREM TAXES

4.01 UTILITY CHARGES

LESSEE shall pay or cause to be paid all charges for heat, gas, electricity, and all other utilities used on the leased premises throughout the term of this lease. Water/Sewer utility charges will be pro-rated among the buildings tenants in accordance with LESSEE' S percentage occupancy of the leased premises or until such time an independent utility meter is installed and LESSEE shall pay all charges. LESSEE shall also pay for the removal of all garbage from the leased premises.

4.02 AD VALOREM TAXES

a. LESSEE agrees to promptly pay, upon receipt of a tax statement from any taxing entity, all ad valorem taxes, leasehold interest taxes, penalties and interest imposed by it

upon any personal property, tools', equipment, furniture, fixtures, and inventory belonging to the LESSEE. The taxes shall be paid prior to delinquency.

b. LESSEE'S failure to pay all ad valorem taxes, leasehold interest taxes or any other taxes due and owing any taxing entity or authority as required by this lease agreement shall constitute a material breach of this lease agreement.

c. LESSOR shall be obligated to pay all taxes due and owing as a result of the real property and real property improvements situated at 1719 E. Hillside.

ARTICLE V

INSPECTION OF PREMISES

LESSOR hereby reserves the right to inspect, at all times during normal business hours, the leased premises and improvements for the purpose of determining whether or not the improvements are being properly maintained in accordance with the requirements of this agreement. However, LESSOR affirmatively acknowledges that any right of inspection shall not interfere and/or disrupt LESSEE'S business operations being conducted on the premises.

ARTICLE VI

RIGHTS AND PRIVILEGES OF LESSEE

All rights and privileges granted to LESSEE herein are expressly made subject to the rules and regulations established from time to time by LESSOR and the Laredo International Airport under the provisions of this lease. LESSOR shall provide LESSEE with notice of any change of rule or regulation or the implementation of same within 10 days of receiving notice of same.

6.01 POSSESSION

During the term of this lease and while LESSEE is not in default of any of its obligations, LESSEE shall be entitled to and shall have the possession and enjoyment of the leased premises.

ARTICLE VII

ASSIGNMENT AND SUBLEASE

7.01 ASSIGNMENT AND SUBLEASE

a. LESSEE covenants and agrees that it will not sell, sublet, convey, transfer, mortgage, or pledge this Agreement or any rights created thereby, without prior written approval of the LESSOR.

b. Any such sublease shall be subject to the same applicable conditions, obligations and terms as set forth herein and LESSEE shall be responsible for the observance by sublessees of the term

c. LESSEE shall not have the right or privilege to assign or transfer this Lease to any party without prior written approval of the LESSOR, which shall not be unreasonably withheld or delayed. Should any approval for any assignment or transfer of this Lease be

given by LESSOR, such assignment or transfer shall be subject to the same conditions, obligations and terms as set forth herein.

d. Any sublease, assignment, or transfer of this Agreement or any rights of LESSEE inconsistent with Section 7.01 (a), Section 7.01 (b) and Section 7.01 (c), shall entitle the LESSOR at its option to terminate this Agreement and re- enter upon and take possession of the leased premises provided that LESSOR has given LESSEE notice of the alleged lease violation and an opportunity to cure as provided in this agreement.

ARTICLE VIII

USE OF LEASED PREMISES

8.01 PURPOSE

LESSEE shall have the right to use the premises for the sole purpose of office space, storage, church services and related church activities and for non-profit meetings. No other use of the leased area is permitted, LESSEE shall follow all State, Local, Municipal, and any and all governmental guidelines with regards to its use of the leased premises.

8.02 ILLEGAL USE NOT PERMITTED

LESSEE agrees not to use all or part of the leased premises for any use or purpose in violation of any applicable law, regulation, or ordinance of the United States, the State of Texas, or the City of Laredo, or other lawful authority having jurisdiction over the leased premises.

8.03 OUTSIDE STORAGE PROHIBITED

Storage of vehicles, equipment, supplies or any other items outside of the building(s) is prohibited. For the purpose of this provision, the term “storage” shall mean the placing of vehicles, equipment, supplies or any other items outside the building and which vehicles, do not serve an actual day-to-day business function.

8.04 TRAILERS, ABANDONED VEHICLES EXPRESSLY PROHIBITED

Towed vehicles or any motor vehicles not currently licensed and actively used are not permitted on the demised premises. Under this provision, vehicles, RV trailers, travel homes and mobile homes, wrecked or abandoned vehicles (to include aircraft) must be removed at LESSEE'S expense, and failure to do so shall constitute a material breach of this lease.

8.05 CONDITIONS PROHIBITED

The premises occupied by the LESSEE shall not be used or occupied in any manner which:

a. unreasonably affects the health, comfort, or safety of members of the general public or other adjoining tenants,

b. unreasonably affects the beneficial enjoyment and use of properties demised to adjoining tenants,

c. violates the zoning or other ordinances of the City of Laredo as amended.

8.06 ULTRA HAZARDOUS ACTIVITIES INCLUDING FIRE AND EXPLOSIVE HAZARDS

No ultra-hazardous activities including those creating fire or explosive hazards endangering life or property shall be conducted upon the demised premises by the LESSEE.

8.07 NOISE LEVELS

At no point within fifty (50) feet of the property line of the demised premises shall the sound pressure of any individual plant or operation conducted by the LESSEE (other than operation of motor vehicles, aircraft, or other conveyances of transportation which comply with, the state and federal licensing requirements) exceed the decibel levels in the designated octave bands shown below:

Octave Band Cycles Per Second	Maximum Permitted Sound Level in Decibels RE 0.0002 dynes/cm2
0-300	75
300 -1200	55
1200 -4800	45
4800 and above	40

8.08 VIBRATION OR SHOCK

No vibration or shock perceptible to a person of normal sensibilities shall be permitted within fifty (50) feet of any property line delineating the demised premises.

8.09 AIR POLLUTION

a. Any use of the premises by the LESSEE which will produce smoke, gas, dust, odor, fumes, aerosols, particles, products of combustion, or other atmospheric pollutants shall be conducted within a completely enclosed container.

b. Visible emissions of smoke which exceed Ringlemenn No. I on the Ringlemenn Chart of the U.S. Bureau of Mines other than motor vehicle emissions from conveyances of transportation which comply with state and federal licensing and emission requirements shall not be permitted. This requirement is applicable to trash and waste material disposal. Wind

borne dust, sprays and mists originating in any plants upon the demised premises will not be permitted.

c. No operation shall discharge toxic or noxious matter into the atmosphere or into the sanitary sewer system.

d. Emission of odors detectable at any point beyond the property line of the premises occupied by LESSEE shall not be permitted.

8.10 HEAT, GLARE OR ELECTRICAL DISTURBANCES

Any operation producing intense glare or heat shall be performed within an enclosed or screened area in such a manner which prevents the glare or heat so emitted from being discernible from any point on the property line of the demised premises. No electrical disturbances may be created within the demised premises, which may affect the operation, taking off and landing of aircraft on the Laredo International Airport.

8.11 ILLUMINATION

a. The maximum height of any lighting standard shall be limited to twenty (20) feet above curb level, and with LESSOR'S prior approval.

b. The intensity of illumination shall be limited to 10 foot candles or 0.1 lumens per square foot for open area or surfaces visible at the property line

c. The design and location of exterior lighting shall comply in all respects to the requirements of the Federal Aviation Administration or any successor agencies and other governmental agencies having applicable jurisdiction with respect to height, type, and placement of lighting standards as they may affect the safety of flight operations at the Airport.

8.12 SIGNS

The following regulations shall apply to all commercial signs displayed for observation from the outside of the building whether displayed on, near or within the building:

a. LESSEE, with the prior written consent of LESSOR which consent shall not be unreasonably withheld or delayed, shall have the right and privilege to erect, maintain, remove, and replace such signs on the leased premises as LESSEE may deem reasonably necessary or convenient in the operation of its business from the leased premises. LESSEE agrees to maintain said signs in a good state of repair. LESSEE shall remove said signs upon termination of this lease.

b. Permitted Signs: LESSEE'S commercial signs shall be limited to those identifying the uses conducted on the site and to those necessary for directional purposes. The design and location of all signs shall require the written approval of the LESSOR or its authorized agent prior to installation. Approval shall not be unreasonably withheld.

c. Area and Location: One sign may be permitted on the front of structure and at the rear of the structure.

d. Construction: All signs shall comply with all building codes of the City of Laredo and with all rules and regulations of the Federal Aviation Administration or any other successor agencies.

8.13 REFUSE AND TRASH

No refuse or trash shall be kept, stored or allowed to unreasonably accumulate on the demised premises. LESSEE shall dispose of all trash and refuse behind the building until same is collected by the chosen contractors. Trash and refuse shall be collected at least once a week.

8.14 SEWAGE DISPOSAL SYSTEMS

No cesspool, septic tank or other sewage disposal system or device shall be installed, maintained or used upon the premises.

ARTICLE IX

CARE, MAINTENANCE AND REPAIR BY LESSEE

9.01 MAINTENANCE OF PREMISES AND IMPROVEMENTS

LESSEE shall, throughout the term of this lease, take good care of the leased area and the fixtures and appurtenances therein and at its sole cost and expense make routine maintenance and non-structural repairs thereto as and when needed to preserve them in good working order and condition, damage from the elements and fire excepted. In this regard, LESSEE is responsible for the maintenance and repair of all windows, all doors, plumbing lines, electrical, light fixtures, and plumbing fixtures. LESSEE is not responsible for damages and/or repairs related to foundation, building defect, structural defect, construction defects, and/or any other pre-existing defects/conditions.

LESSOR, at its sole expense, agrees to keep the roof, foundation, vertical and horizontal columns, and all other structural portions of the premises including the parking lots in good condition and repair during the term of this lease agreement, so long as damages for repairs were not caused due to negligence by LESSEE.

LESSEE shall be responsible for the exterior trash and debris removal, sidewalk sweeping, pavement striping, interior plumbing, and interior maintenance through the term of this lease.

LESSEE shall provide interior janitorial maintenance.

LESSEE shall enter into a Heating and Air Conditioning Service Agreement through the lease term. LESSOR and LESSEE shall each be responsible for the damage to any portions of the premises caused by their respective negligence.

LESSEE agrees to change air conditioning filters monthly, where such air conditioning units and/or filtering system are solely for the use by LESSEE and readily accessible by LESSEE.

LESSEE shall be responsible for the heating and air conditioning, electrical, system replacement along with the major repair expenses of these systems throughout the term of this lease agreement.

LESSEE shall surrender the premises to the LESSOR in good condition, broom clean, ordinary wear and tear expected.

LESSEE shall repair any damage to the premises occasioned by the removal of LESSEE'S trade fixtures, furnishings, and equipment. LESSOR represents and warrants that at the time of giving possession of the premises, all building systems are in good repair and working order.

Damage or injury to the premises, fixture, appurtenances whether requiring structural or nonstructural repairs, caused by or resulting from carelessness, omission, neglect or improper conduct of LESSEE, it servants, employees, or licensees' shall be repaired promptly by LESSEE at its sole cost and expense.

a. Keep at all times in a clean and orderly condition and appearance the leased premises and all improvement thereon.

b. Provide and maintain in good operable condition all fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule order, ordinance, resolution or regulation of any competent authority, including the City of Laredo.

c. LESSEE shall observe all regulations and requirements of insurers on the leased premise concerning the use and condition thereof for the purpose of reducing fire hazards and insurance rates on the leased premises. LESSOR shall notify LESSEE of all obligations requested by insurers other than these with whom LESSEE is in privily of contract.

d. LESSEE shall repair at its sole cost any damage to paving or other surface of the premises cause by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.

e, LESSEE shall be responsible for unclogging of sanitary sewers and storm sewers located at the leased premises to the extent that same is the result of LESSEE'S ordinary and regular use of premise and would constitute “routine maintenance.”

f. LESSEE shall keep mowed and in a neat condition all landscaping and areas within the leased premises. This area expressly excludes any area subject to the control of other parties (not LESSOR) including but not limited to areas which are city right of ways. Landscaping maintenance conditions shall be in accordance to City Ordinances.

9.02 FAILURE TO MAINTAIN PREMISES AND IMPROVEMENTS

The LESSOR will notify the LESSEE of any failures to maintain or repair on their part through a notice of required maintenance.

a. The LESSOR may, at its option, and in addition to any other remedies which may be available to it, repair or replace all or any part of the leased premises or the improvements thereon upon the following conditions:

1. LESSEE fails to commence, within a period of 30 days after notice from the LESSOR of any reasonable routine maintenance or repair work required to be done under the provisions hereof.

2. LESSEE fails to commence, within a period of 60 days if the said notice specifies that the work to be accomplished by the LESSEE involves reasonable routine preventive maintenance only.

3. LESSEE fails in any material respect diligently to continue to completion of the repair or replacement of all of the premises required to be repaired or replaced by LESSEE under the terms of this Agreement.

If lessor opts to move forward with providing remedies for maintenance and repair due to LESSE's failure to commence or complete, the cost thereof shall be payable to LESSOR by LESSEE upon demand.

b. LESSOR is expressly excluded from attempting to unreasonably burden LESSEE with maintenance on the facility that is not routine or for the sole purpose of improving the value of the property or structure.

c. LESSOR shall act in good faith with regard to maintenance requests. LESSOR shall be responsible for all other repairs not specifically identified herein as the obligations of LESSEE. LESSOR shall respond timely to all maintenance and repair obligations.

ARTICLE X

OBLIGATIONS OF LESSEE

10.01 REQUIREMENTS

a. LESSEE shall conduct its operation hereunder in an orderly and proper manner.

b. LESSEE shall, within reason, control the conduct and demeanor of its officers, agents and employees and upon objection from LESSOR, concerning the conduct or demeanor of a said person shall immediately take all reasonable steps necessary to remedy the objection.

c. LESSEE shall commit no nuisance, waste, or injury on the leased premises and shall not do or permit to be done anything, which may result in the creation or commission or maintenance of a nuisance, waste or injury on the leased premises.

d. LESSEE shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located on the lease premises.

e. LESSEE shall not do or permit to be done any act or thing upon the leased premises: (I) Which will invalidate or -conflict with any fire insurance policies on the premises, (2) Which may constitute an extra hazardous condition so as to increase the risks normally attendant upon the operation permitted by this Agreement; (3) Which will interfere with the

safe and efficient operation of the premises or create any undue noise, vibration, fumes, smoke or any other condition that will be a hazard to the safe operation of the premises or that will be a health hazard to, or unreasonably interfere with the operation of other tenants and users of the premises. Again, LESSEE'S obligation is triggered only upon due notice of the insurance policy requirement in issue.

f. Any liquids having a flash point of less than one hundred and ten degrees Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.

g. LESSEE must comply, obtain, and maintain all necessary certificates and licenses, as required and applicable to all federal, state, and local laws, rules and regulations, pertaining to the operation being conducted on the leased premises.

ARTICLE XI

CONSTRUCTION BY LESSEE

11.01 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND ARCHITECTURAL DESIGN GUIDELINES:

All improvements constructed on the Premises which are situated on a tract on which aeronautical travel or maintenance operations are conducted (an "Airport Parcel"), including the Improvements, shall be done in conformity with the Declaration of Covenants, Conditions and Restrictions approved by Resolution No. 2006-R-014 dated February 21, 2006, as may be amended from time to time (the "Declaration").

11. 02 AIRPORT LAWS:

All improvements constructed on the property, including the Improvements, shall be subject to all applicable Airport Laws and regulations and to all federal, state, and local laws, rules and regulations pertaining to the Airport and to federally-obligated airports in general (collectively, "Airport Laws").

11.03 TYPE OF CONSTRUCTION:

A. All buildings as part of improvements constructed on the property, including the Improvements, shall be constructed in accordance with the specifications set forth in the Development Agreement, subject to reasonable amendments thereto which may be required in connection with certain construction requirements.

B. All buildings as part of improvements constructed on the property, including the Improvements, shall conform to all local building codes, ordinances, and to the Declaration.

ARTICLE XII: PREPARATION AND SUBMISSION OF PLANS FOR IMPROVEMENTS

12.01 GENERAL:

A. LESSEE has represented to LESSOR during the negotiations of this Lease and hereby represents to LESSOR that LESSEE shall erect and otherwise construct certain building(s) of the size specified in the Development Agreement upon the Premises. The parties hereto understand and acknowledge that the representation set forth herein is a part of the total consideration of this Lease.

12.02 TIME PERIOD FOR COMMENCEMENT OF CONSTRUCTION:

A. If LESSEE has not commenced the construction of any of the Improvements within 3-months of fully executed Lease, LESSOR may terminate this Lease upon the delivery of notice within ninety (90) days' immediately thereafter to LESSEE (the "Commencement Breach Notice"); provided, however, that if LESSEE uses commercially reasonable efforts to commence the construction following the delivery of the Commencement Breach Notice, said notice will be deemed withdrawn if construction is commenced within thirty (30) days thereafter.

12.03 ALTERATIONS, CONSTRUCTION OF ADDITIONAL IMPROVEMENTS:

A. Building or landscape alterations and the erection of additional structures on the Premises shall be subject to LESSOR'S approval, which shall not be unreasonably conditioned, withheld, or delayed. Plan submissions, approval, and time for completion of alterations and improvements shall be governed by the provisions of this Lease. LESSOR'S approval shall not be withheld in an arbitrary or otherwise unreasonable manner.

B. Any material alterations to structures, landscaping, or other improvements, without LESSOR'S written approval shall constitute a breach of this Lease that, if not remedied or timely cured in accordance herewith, shall constitute grounds for termination of this Lease by LESSOR insofar as LESSOR exercises the option to terminate set forth in this section within thirty (30) calendar days of the date on which LESSOR knew of any given alteration.

12.04 MAINTENANCE OF PREMISES AND IMPROVEMENTS:

A. LESSEE covenants that it commits no waste, nor shall it allow the commission of waste upon or to the Premises during the Term.

B. LESSEE agrees to maintain in a safe, clean, well-kept, and orderly condition the Premises surrounding said Improvements, which shall include all landscaping and outside appearances to the street curb and the Right-of-Way.

C. LESSEE shall maintain the Improvements in a good state of repair and condition and in a presentable condition. The exterior finish on the Improvements shall be repainted and refinished as necessary to maintain the appearance of the Improvements in "as new" condition and appearance as commercially reasonable.

D. LESSEE shall keep at all times during the Term the Premises, including the Improvements, in a clean and orderly condition.

E. LESSEE shall provide and maintain in good operable condition at all times during the Term all fire protection and safety equipment and all other equipment, as applicable, of every

kind and nature required by any law, rule, order, ordinance, resolution, or regulation of any authority, including the City of Laredo and the LESSOR.

F. LESSEE shall observe all regulations and requirements of insurers on the Premises concerning the use and condition thereof for the purpose of reducing fire hazards and insurance rates on the Airport during the Term.

G. LESSEE shall repair at its sole cost and expense any damage caused thereby to paving or other surface of the Premises caused by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon during the term.

12.05 RIGHT OF ENTRY:

A. LESSOR may, during regular business hours and after providing reasonable notice to LESSEE and Sublessee and, except in the case of an emergency as reasonably coordinated with LESSEE and Sublessee, enter the Premises for the purpose of ensuring LESSEE's compliance with plans and timetables for the construction of the Improvements upon the Premises as well as for ensuring compliance with certain restrictions and requirements embodied in this Lease.

B. LESSOR, as reasonably coordinated with Sublessee (except in the case of an emergency), reserves the right to inspect during regular business hours the Premises and Improvements and all equipment and vehicles of Sublessee used in its operations on the Airport for the purpose of determining whether or not fire and safety measures and regulations are being observed and to determine whether or not the improvements are being properly maintained in accordance with the requirements of this Lease. LESSOR reserves the right to prohibit the operation of any vehicle or equipment on the Airport that LESSOR reasonably determines to be in an unsafe condition. LESSOR reserves the right to require each vehicle operated on the Airport to be inspected and to obtain a permit or license authorizing such vehicle to operate on the Airport.

12.06 LESSOR COOPERATION:

From time to time and at any time during the Term of this Lease, LESSEE may request that LESSOR assist, cooperate, provide information, and otherwise be actively involved in efforts in furtherance of the construction of the Improvements, including, but not limited to, efforts in connection with the Texas Department of Transportation's road expansion efforts, which may from time to time affect and otherwise encumber the Premises. LESSOR shall not be under any affirmative obligation to provide such assistance but shall act in good faith with regard to any such request in order to timely facilitate the construction of the Improvements.

ARTICLE XIII

INSURANCE AND INDEMNIFICATION

13.01 IMPROVEMENTS CONSTRUCTED

All insurable improvements currently existing or constructed on the leased premises by either LESSOR or LESSEE, if any shall be insured at all times during the term of this Agreement by LESSOR under so-called "Fire and Extended Coverage" policy or policies.

13.02 OBLIGATIONS DUE TO DAMAGE OR DESTRUCTION

In the event the improvements on leased premises are damaged or destroyed, LESSOR shall have the election of repairing or reconstructing the improvements substantially as they were immediately prior to such casualty, or in a new or modified design, or not to construct the improvements, LESSOR shall give the LESSEE notice of its election hereunder within 30 days next following the damage to or destruction of the improvements, If LESSOR elects not to repair or reconstruct the improvements, this Agreement and all of LESSEE'S and LESSOR'S unaccrued obligations hereunder shall terminate.

13.03 INSURANCE PROCEEDS

Upon receipt by LESSEE and LESSOR of the proceeds of the insurance policy or policies, LESSEE and LESSOR shall deposit same in an escrow account to pay for the cost of such repair, replacement and rebuilding. Such proceeds shall be disbursed by LESSOR during construction to pay the costs of such work. LESSOR has no right to claim any portion of the insurance proceeds for reimbursement related to personal property, inventory, equipment, etc.

13.04 BUILDER'S RISK INSURANCE

During any period of construction by LESSEE on the leased premises, LESSEE shall carry a Builder's Risk Completed Value Policy with an all risk endorsement in the minimum amount of one million dollars ($1,000,000.00).

13.05 FIRE INSURANCE AND EXTENDED COVERAGE

LESSOR shall maintain in full force and effect fire insurance and extended coverage insuring the real property improvements located on the leased premises for resulting from but limited to fire, flood, rain, wind, hail and/or other natural causes.

13.06 LIABILITY INSURANCE

Prior to the conduct of its business operations on the premises, LESSEE, at its sole expense, shall obtain and cause to be kept in force at all times during the term of this Agreement, liability insurance issued by a company or companies of sound and adequate financial responsibility authorized to do business in the State of Texas, by policies meeting the requirements of the laws of the State of Texas a general commercial liability policy of insurance or similar policy with the following coverage:

Commercial General Liability	$1,000,000.00 per occurrence
	$2,000,000.00 aggregate
Automobile Liability	$1,000,000.00 per occurrence
Workmen's Compensation	$1,000,000.00 per occurrence
Umbrella Liability	$10,000,000.00 per occurrence

All the above liability insurance shall include the LESSOR as an additional insured and waiver of subrogation under contractual liability coverage for the covenants and indemnification of LESSOR by LESSEE under the term of this Agreement. The naming of the LESSOR as an additional insured in such policies of liability insurance shall not thereby cause the LESSOR to be deemed a joint venture with LESSEE in its business conducted.

A. Each of the above insurance policies shall contain a waiver of subrogation in favor of LESSOR.

B. General Comprehensive Public Liability Insurance Policy shall protect LESSOR against any and all liability created by reason of LESSEE'S conduct incident to use of the Airport, or resulting from any accident occurring on or about the roads, driveways or other public areas of the Airport, including the runways, taxiways and ramps used by LESSEE or Sublessee at the Airport to the extent of the coverage amounts set forth in such policy as required hereunder.

C. Said policies of insurance shall be performable in Webb County, Texas, and shall be construed in accordance with the laws of the State of Texas.

D. Certificates, in duplicate, of all insurance coverage required of LESSEE or Sublesee shall be promptly filed with LESSOR. Such certificates shall provide therein that the policies of insurance referred to in such certificates shall not be subject to cancellation by insured except after delivery of written notice by certified mail to LESSOR at least thirty (30) days prior to the effective date of cancellation or material change. In such event LESSEE shall procure the insurance required by this Lease prior to the cancellation of the existing insurance policy(s). LESSEE shall provide LESSOR with all certificates of insurance complying with this Lease required upon execution hereof within ten (10) days of the execution of this Lease and annually thereafter prior to the renewal of such insurance upon request by LESSOR. LESSEE shall provide LESSOR with a certified copy of each policy of insurance requested of LESSEE.

E. Should LESSEE fail or refuse to obtain and keep in full force and effect the insurance required by this section, LESSOR may either terminate this Lease or suspend LESSEE'S rights hereunder.

F. LESSOR reserves the right to increase the amounts of insurance coverage described here-in-above, and to require any additional riders or provisions in said policies or certificates as shall be considered reasonably necessary by LESSOR and consistent with the terms and conditions of this Lease, provided, however, that the LESSOR may only exercise its right under the foregoing upon six (6) months' notice to LESSEE and any such change must be in line with requirements at comparable facilities at comparable airports and, in any event, not more burdensome than applicable to comparable tenants at the Airport.

G. LESSEE agrees that any subcontractor(s) hired by LESSEE in connection with the construction of the Improvements shall be required to maintain insurance coverages as are required of LESSEE hereunder and which are applicable to such subcontractor in connection with the specific services rendered by such subcontractor.

13.07 <u>COMPREHENSIVE PUBLIC LIABILITY INSURANCE</u>

Should LESSEE'S general commercial liability insurance or similar policy as identified above not provide protection to LESSEE for and against any and all liability created by reason of LESSEE'S insurable conduct and resulting in an accident occurring on or about the roads, driveways or other public areas of the leased premises, LESSEE shall obtain a Comprehensive Public Liability Insurance or its equivalent or other similar policy that shall name LESSOR and the City of Laredo as additional insured and provide liability coverage for LESSEE'S insurable conduct and resulting in an accident occurring on or about the roads, driveways or other public areas of the leased premises. Comprehensive Public Liability Insurance, its equivalent or similar policy for the above risks shall maintain coverage in the amount of not less than $1,000,000.00. It is required that the LESSOR be an additional named insured under this excess coverage.

13.08 CERTIFICATES AND DUPLICATES OF INSURANCE

Certificates, in duplicate, of all insurance coverage required of LESSEE shall be filed with the LESSOR. Such Certificates shall provide therein that the policies of insured referred to in such certificates shall not be subject to cancellation by insured except after delivery of written notice by certified mail to LESSOR at least thirty days prior to the effective date of cancellation. In such event LESSEE shall procure the insurance required by this Agreement prior to the cancellation of the existing insurance policy(s). LESSEE shall provide the LESSOR with all certificates of insurance complying with this Agreement.

13.09 RIGHTS AND REMEDIES OF LESSOR

Should LESSEE fail or refuse to obtain and keep in full force and effect the insurance required by this Article XIII, LESSOR may either cancel this Agreement or suspend LESSEE'S rights hereunder. The LESSOR reserves the right to increase the amounts of insurance coverage described herein above and to require any additional riders or provisions in said policies or certificates as shall be considered necessary by the LESSOR and consistent with the terms and conditions of this Lease. LESSOR shall notify LESSEE of any increase, additional riders, provisions or certificates in writing at least 90 days before the renewal date of the policy. Increases shall not be unreasonable or for the purpose of intending to cause breach of contract or to place a due burden on LESSEE.

13.10 WORKMEN'S COMPENSATION INSURANCE

LESSEE shall Workmen's Compensation Insurance in the amounts and form required by the Workmen's Compensation Act and the insurance policy of the City of Laredo.

13.11 NON -LIABILITY OF LESSOR FOR THIRD PARTIES

The LESSOR shall not in any event be liable to LESSEE for any acts or omissions of, or for any condition resulting from, the operations or activities of any third person, firm, corporation, or the agents, servants, employees or independent contractors of any such person, firm or corporation, that results in ~injury, loss or damage to LESSEE or to any other person, or loss or damage to any personal property installed or stored on the leased premises.

13.12 INSURANCE PROVISIONS

All policies of insurance provided for in this Article XII shall be issued in form acceptable to LESSOR by solvent insurance companies licensed to do business in the State of Texas

with a general policy holder's rating of not less than B+ and a financial rating of "X" as rated in the most current available "Best's Insurance Reports", and qualified to do business in the State of Texas. Each such policy shall be issued in the names of LESSOR and LESSEE, its designees and any other parties in interest from time to time designated in writing by notice from LESSOR to LESSEE. Said policies shall be for the mutual and joint benefit and protection of LESSOR and LESSEE and any such other parties in interest as designated in this agreement. Executed copies of each such policy of insurance or a certificate thereof shall be delivered to LESSOR within 30 days of the commencement of the term of this LEASE, and thereafter, within thirty (30) days receipt of the renewal. All such insurance policies as required herein shall be renewed in a timely manner so as to prohibit and avoid any lapse in coverage. All such policies of insurance shall contain provisions that:

a. The company writing said policy will give to LESSOR and any such other parties in interest at least thirty days' notice in writing in advance of any cancellations or lapse, or the effective date of any reduction in the amount of insurance.

b. All such insurance policies required to be maintained by LESSEE as set forth in this agreement, shall be written as primary policies which do not contribute to and are not in excess of coverage which LESSOR may carry. All such insurance policies required to be maintained by LESSEE as set forth in this agreement, shall contain a provision that LESSOR and any other parties in interest identified in this agreement, although named as an additional insured, shall nevertheless be entitled to recover under said polices for any loss sustained by it, its servants, agents and employees by reason of the negligence of LESSEE to the extent such policies are obtainable. LESSEE'S failure to provide and keep in force any of the insurance policies required hereunder shall be regarded as a material default hereunder entitling LESSOR to exercise any and all of the remedies provided in this lease in the event of LESSEE'S default after LESSOR has given proper notice of default.

13.13 INDEMNIFICATION OF LESSOR

LESSEE shall keep and hold harmless the LESSOR, its officers, agents, servants, and employees from any and all costs, liability, damages and expenses including, costs of suit and reasonable expenses of legal services, claimed or recovered by anyone by reason of injury to or death of any person or persons and damage to, destruction or loss of use of property caused by or resulting from any act or omission of LESSEE, its agents, servants, employees, or contractors, excepting such liability as may be proximately caused by the acts or omission of LESSOR. Provided, however, that upon the filing by anyone of a claim against LESSOR for damages arising out of incidents for which LESSEE herein agrees to indemnify and hold LESSOR harmless, LESSOR shall notify LESSEE of such claim within IO days of receipt of same. In the event that LESSEE docs not settle or compromise such claim, then LESSEE shall undertake. the legal defense of such claims both on behalf of LESSEE and on behalf of the LESSOR. It is specifically agreed, however, that LESSOR, at its option, may have its personal counsel participate in the legal defense of any such claim-However, LESSEE is not responsible for any such cost associated herewith. LESSEE or its insurance carrier has the right to choose counsel for LESSOR. Any final judgment rendered against LESSOR for any cause for which LESSEE is liable hereunder shall be conclusive against LESSEE as to liability and amount upon the expiration of the time appeal. In addition to LESSEE'S undertaking, as stated in this Article XII, and as means of further protecting LESSOR, its officers, agents, servants, and employees, LESSEE shall at all times during the term of this Agreement obtain and maintain in effect the insurance coverage required under the

provisions of this Article hereof LESSOR shall in no way compromise the defense of any claim or lawsuit.

ARTICLE XIV

DEFAULT AND REMEDIES

14.01 EVENTS OF DEFAULT BY LESSEE AND LESSOR

The following shall be deemed to be events of default by LESSEE under this Lease:

a. LESSEE shall fail to comply with any term, covenants, or condition of this lease and fails to cure within ten (10) days after written notice by LESSOR;

b. LESSEE shall do or permit to be done any act which results in a lien being filed against the leased premises, and does not discharge of record or place bond against said lien within 30 days following written notice by LESSOR to LESSEE of the filing thereof.

The following shall be deemed to be events of default by LESSOR under this Lease:

a. LESSOR fails to comply with any term, covenants, or condition of this lease and fails to cure within 30 days after written notice by LESSEE;

b. LESSOR'S intentional interference with LESSEE'S enjoyment of the premises.

14.02 REMEDIES

If LESSEE fails to cure any default with 10days of receiving written notice of same,

a. LESSOR may at its option enter and take possession of the leased premises. LESSOR may secure, lock up, cut off utility service to, and attempt to relet the leased premises, all without any such actions being deemed a trespass or an election on LESSOR' S part to terminate the lease. If however, any such default on LESSEE'S part should be fully corrected and cured before LESSOR exercises an option to terminate the lease, and before LESSOR has relet the leased premises then the leased premises shall be returned to LESSEE, and LESSEE may continue in possession. LESSEE expressly waives any and all damages resulting from a reasonable reentry by LESSOR under this lease.

b. In the event that LESSOR elects to re-enter the leased premises without terminating the lease, then LESSEE shall be liable for and shall pay to LESSOR at the place for payment provided in Section 3.05, all rent and other indebtedness accrued to that date, plus rent required to be paid by LESSEE to LESSOR during the remainder of the lease term until the date of expiration of the term, diminished by a net sums thereafter received by LESSOR through reletting the leased premises (after deducting all expenses incurred by LESSOR to relet the leased premises). In no event shall LESSOR be entitled to any excess of any rent obtained by reletting over and above the rent herein reserved. LESSOR acknowledges its common law and statutory obligation to mitigate damages and make reasonable efforts to relet premium.

c. Notwithstanding any prior election not to terminate, LESSOR may at any time, including subsequent to a re-entry, elect to terminate this lease on account of such default. Upon termination LESSEE shall be liable for and shall pay to LESSOR the sum of all rent accrued to the date of such termination, and as liquidated damages, an amount equal to the rent for the remaining portion of the lease term had such a term not been terminated by LESSOR prior to expiration of the lease term. Any option of LESSEE to renew or extend the current agreement shall not be considered when calculating damages.

d. In case of Default, LESSEE shall also be liable for and shall pay to LESSOR, at the place for payment provided in Section 3.06, in addition to any sum provided to be paid above: Broker's fee incurred by LESSOR in connection with reletting the whole part or any part of the leased premises; the costs of removing and storing LESSEE'S or other occupant's property; the cost of repairing, altering, remodeling, renovating, or otherwise putting the leased premises into condition acceptable to a new tenant, and all reasonable expenses incurred by LESSOR in enforcing LESSOR'S remedies, including reasonable attorney's fees.

14.03 LESSOR'S LIEN

LESSOR shall have a statutory LESSOR'S lien on all merchandise, goods, chattels, implements, fixtures, tools, furniture, machinery and any other personal property which LESSEE now or at any time hereafter may place in or upon the premises, all exemption of said property, or any part of it being herein expressly waived by the LESSEE.

LESSOR IS HEREBY GRANTED AN EXPRESSED CONTRACTUAL LESSOR'S LIEN ON THE ABOVE GOODS, ALL OR ANY EXEMPTION BEING HEREBY WAIVED BY LESSEE, BUT WITHOUT LIMITING LESSEE'S RIGHT TO SELL, EXCHANGE OR REPLACE SUCH GOODS FROM TIME TO TIME IN THE ORDER OR COURSE OF BUSINESS OR TRADE.

Default on rent entitles LESSOR, at its option, to take whatever lawful action reasonably necessary to protect LESSOR'S interest in said property, including the storing of liened goods for payment for a reasonable time, as well as the selling of such goods a (public or private auction for rent due, without waiving LESSOR' S right to the total rent due:

14.04 CHANGE OF LOCKS

In the event that LESSEE defaults in the payment of rent and the default continues for a period of ten (10) days after the due date of the rent, LESSOR may change the door locks to the leased premises. LESSOR shall have the right to withhold a new key from LESSEE unless LESSEE pays all delinquent rent and cures any other existing default. A new key will be provided only during the regular business hours of LESSOR.

ARTICLE XV

RIGHTS OF ENTRY RESERVED

15.01 LESSOR'S RIGHTS OF ENTRY SHALL BE AS FOLLOWS:

a. The LESSOR, by its officer, employees, agents, representative, contractors and the City of Laredo shall have the right at all reasonable times during normal business hours of LESSEE to enter upon the leased premises for the purpose of inspecting the same, for observing the performance of LESSEE of its obligations under this Agreement and for doing for any act or thing which the LESSOR may be obligated or have the right to do under this Agreement or otherwise, so long as such entry does not interfere with the daily operations of LESSEE. LESSOR shall provide LESSEE with at least one-hour notice before entering the premises unless such entry is required due to an emergency in which reasonable effort will be made to inform LESSEE prior to such entry.

b. In the event that any personal property of LESSEE shall obstruct the access of the LESSOR, its officers, employees, agents, or contractors to any of the existing or future utility, mechanical, electrical, and other systems and thus shall interfere with the inspection maintenance or repair of any such system, LESSEE shall move such property, as directed by the City or the utility company owing and furnishing the utility service, in order that the access may be had to the system or part thereof for inspection, maintenance or repair, and if LESSEE shall fail to so move such property within a reasonable period after direction from LESSOR or the utility company to do so, the ·LESSOR or utility company may' move it and the LESSEE hereby agrees to pay the cost of such moving upon demand.

c. At any time and from time to time during ordinary business hours within the six months preceding the expiration of the term of this Agreement, the LESSOR by its agents, and employees, shall have the rights to enter upon the lease premises to exhibit to prospective tenants. LESSOR shall provide LESSEE with at least one-hour notice before entering the premises unless such entry is required due to an emergency in which reasonable effort will be made to inform LESSEE prior to such entry.

d. Exercise of any of the foregoing rights as identified in Article XIV, by the LESSOR or under other rights of LESSOR shall not be or be construed to be an eviction of LESSEE nor be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.

ARTICLE XVI

LESSOR'S WARRANTIES AND COVENANTS

16.01 WARRANTY OF QUIET ENJOYMENT

The LESSOR covenants that as long as LESSEE is not in default of any provision of this Agreement, LESSEE shall and may peaceably and quietly have, hold and enjoy the leased premises during the term hereof unless sooner terminated as provided in this Agreement.

ARTICLE XVII

RULES AND REGULATIONS

From time to time the City may adopt and enforce any regulations with respect to the occupancy and use of the airport, its services and facilities, by person's vehicles, aircraft and equipment that in City' s opinion will reasonably insure the safe, efficient and economically practicable operation thereof and provide for the safety and convenience of those using the Airport, and to protect the Airport and its facilities and the public from damage or injury resulting from operations on, into and from the Airport.

LESSEE agrees to observe and obey any and all rules and regulations and all Federal, State, and Municipal rules and regulations and laws and to require its officers, agents, employees, contractors, and suppliers, to observe and obey the same.

LESSEE shall be furnished a current copy of any such rules and regulations and any amendments thereto.

ARTICLE XVIII

NON- DISCRIMINATION

In the use of the Airport under the provisions of this Agreement. LESSEE will not discriminate or permit discrimination against any person or group of persons because of race, color, or national origin or in any manner validly prohibited by Part 15 of the Federal Aviation Administration's regulations, the Federal Aid Airport Program Grant Agreements applicable to the Airport and all Federal Laws. In enforcing this provision, the City reserves the right to take whatever action it might be required or entitled to take.

This provisions is to be considered as a covenant on the part of the LESSEE, a breach of which, continuing after notice by LESSOR or cease or desist, will constitute a material breach of this Agreement and will entitle the LESSOR at its option to exercise its right of termination as provided for herein.

ARTICLE XIX

NON-EXCLUSIVITY

Nothing herein contained shall be deemed to grant to LESSEE any exclusive right or privilege within the meaning of Section·3.08 of the Federal Aviation Act for the conduct of any activity on the Airport, except that, subject to the terms and provisions hereof, LESSEE shall have the exclusive right to possession of the leased premises as defined within this lease.

ARTICLE XX

SPECIAL CONDITIONS

20.01 NATIONAL EMERGENCY

During the time of war or national emergency, the City of Laredo shall have the right to lease the Airport or any part thereof to the United States Government for military or naval use, and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be terminated.

20.02 ATTORNMENT

In the event the LESSEE'S lease with the City of Laredo is terminated, the LESSEE shall, at the request of the City, attorney to the City and this lease agreement, at the option of the City, shall continue in effect with the City as LESSOR, but the City shall be bound to the LESSEE in such circumstances only by privily of estate. The City of Laredo shall not be required to accept LESSEE'S attornment.

20.03 SUBJECT TO

This Agreement is made subject to the Constitution and laws of the State of Texas and the Charter of the City of Laredo, Texas, and, to the provisions of the Federal Aid Airport Program Grant Agreements applicable to the Airport and its operation, and the provisions of such agreements, insofar as they are applicable to the terms and provisions of this Agreement, shall be considered a part hereof to the same extent as though copied herein at length,

ARTICLE XXI

MISCELLANEOUS PROVISIONS

21.01 NON-AUTHORIZED USES PROHIBITED

Lessee shall not use or permit the use of the leased premises or any part thereof for any purpose or use other than those authorized by this Agreement.

21.02 TEXAS LAW APPLICABLE

This Agreement shall be performable and enforceable in Laredo, Webb County, Texas, and shall be construed in accordance with the laws of the State of Texas.

21.03 BENEFIT OF LESSOR AND LESSEE ONLY

This Agreement is made for the sole and exclusive benefit of the LESSOR and LESSEE, their successors and assigns, and is not made for the benefit of any third party,

A. All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, and its legal representatives, successors and assigns.

B. This Agreement shall not become effective until the same has been fully and properly executed by both parties hereto.

C. The titles of the several articles of this Agreement are inserted herein for convenience only and are not intended and shall not b9 construed to affect in any manner the terms and provisions hereof or the interpretation or construction on thereof.

21.07 NO PARTNERSHIP OR JOINT VENTURE

The relationship between LESSOR and LESSEE at all times shall remain solely that of landlord and tenant and shall not be deemed a partnership or joint venture. LESSOR shall

-not have or ·be, construed to have any responsibility or liability for any work, acts, or omissions of LESSEE, its agents, employees, tenants, sublessee, guest, invitee or customers. LESSEE shall not have or be construed to have any responsibility or liability for any work, acts, or omissions of LESSOR, its agents, employees, tenants, successors in interest, guest, invitee or customers.

21.08 PRIOR AGREEMENTS

This Agreement constitutes the sole and only agreement of the parties to the lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of the lease.

21.09 AMENDMENT

No amendment, modification or alteration of the terms of this lease shall be binding unless it is in writing, dated subsequent to the date of this lease, and duly executed by the parties to this lease and subject to City Council approval.

21.10 ATTORNEY'S FEES AND COSTS

If as a result of a breach of this Agreement by LESSEE, LESSOR employs an attorney or attorneys to enforce its rights under this lease, then the LESSEE agrees to pay the LESSOR the reasonable attorney's fees and costs incurred to enforce this lease.

21.11 TIME OF ESSENCE

Time is of the essence of this Agreement

21.12 CONTRACT AMBIGUITY

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did nor did not author same.

21.13 PREPARATION OF LEASE

The parties hereto expressly agree and stipulate that there shall not be a presumption that this lease shall be construed more strongly against the party drafting this lease or any paragraph, clause or provision hereof.

21.14 INDEMNITY AGAINST TOXIC WASTE CLEANUP

All operations by LESSEE shall be in strict compliance with all state, local and federal laws, ordinances and regulations applicable to the business of LESSEE, and in particular those applicable to the storage and dispensing of fuels, oxygen, or other hazardous or toxic chemicals or substances handled, stored or dispensed by LESSEE. LESSEE agrees to hold LESSOR completely harmless from, and to fully indemnify LESSOR against, all fines, claims, costs and damages (including attorney's fees) relating to, or arising out of LESSEE' S use of the leased premises, including those arising by reason of spillage, leakage, escape or contamination of any fuel, oxygen, chemical or substance from or upon the premises, including also the cost of removing same and returning the premises to a clean and healthful condition. LESSEE has no obligation to indemnify LESSOR for any toxic waste cleanup that does not result from LESSEE'S own actions.

ARTICLE XXII

NOTICES

All notices, demands or requests from one party to another may be personally delivered or sent by mail, certified, postage prepaid, to the addresses stated in this section and shall be deemed to have been given at the time of personal delivery or at the time of mailing.

All payments notices, demands or requests from LESSEE to LESSOR shall be given or mailed to LESSOR at:

Office of the Airport Director

Laredo International Airport

5210 Bob Bullock Loop

Laredo, Texas 78041

All notices demands or requests from LESSOR to LESSEE shall be given or mailed to LESSEE at:

Iglesia Casa de Alabanza

1705 E Hillside

Laredo, Texas 78041

ARTICLE XXIII

FEDERAL PROVISIONS

23.01 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:

Further, LESSEE will keep and maintain the leased area in a clean and healthful condition and comply with the laws, ordinances, orders, rules and regulations (State, Federal, Municipal and other agencies or bodies having any jurisdiction hereof) with reference to use, conditions, or occupancy of the leased area.

23.02 OUTSIDE STORAGE PROHIBITED:

Storage of vehicles, equipment, supplies, or any other items outside of the leased building(s) is prohibited.

23.03 FIRE CLAUSE:

Should the leased area be destroyed by fire or casualty to the extent that it is no longer reasonably appropriate for LESSEE'S use and occupancy of said premises, LESSEE shall have the option of cancelling this lease upon written notice to LESSOR within thirty (30) days of the date the premises are rendered untenantable or restoring said leased area in a reasonable, sufficient, and timely manner at LESSEE'S sole cost and expense, in which case this lease shall continue in accordance with all of its terms and conditions. Failure of LESSEE to give notice of cancellation within said thirty (30) day period shall mean that the LESSEE exercises its option to continue the lease in force and effect. Rental during the period that the premises are being restored hereunder shall be abated.

23.04 GARBAGE STORAGE AND DISPOSAL:

LESSEE agrees to store all accumulated garbage in a neat and clean manner, as an essential element of its responsibilities for neatness of the premises, and agrees to comply with all rules and ordinances of the City and state regarding it storage and disposal.

23.05 IMPROVEMENTS VESTED IN LESSOR:

The parties agree that the obligation and promises of LESSEE, as expressed herein, to make repairs and improvements and maintain the leased premises is a part of the total consideration for this lease agreement. Therefore, all right, title, and interest in and to said repairs or improvements shall at all times herein be vested in LESSOR, subject only to the right of LESSEE to the use and possession of said building and improvements during this lease plus any extensions hereof a provided in said lease so long as LESSEE is not in default of any of the terms of this agreement. It shall be the obligation of LESSEE to maintain and repair the said leased area and improvements during the term of this lease or any extension thereof. Upon te1mination, interest in and to the said repairs or improvements shall remain vested in LESSOR, and LESSEE shall not have any further rights therein nor be entitled to

any reimbursement by reason of LESSEE'S maintenance, improvements, repair or use of said leased area.

23.06 SUBORDINATION OF LEASE:

This lease shall be subordinated to the provisions of any existing or future agreement between LESSOR and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport.

It is expressly understood and agreed that this lease is subject to and subordinate to and controlled by provisions, stipulations, covenants and agreements contained in those certain contracts, agreements, resolutions and actions of the City of Laredo, Texas, constituting agreements between the City and United States of America and its agents including but not limited, to the Federal Aviation Administration (FAA) and all regulations now and hereafter imposed upon the City and that the LESSOR shall not be liable to LESSEE on account of any of the foregoing matters and all of such contracts, agreements, resolutions and regulations are incorporated herein by reference, and if any provision of this lease is determined to be a variance with same, such provision is unilaterally reformable at LESSOR'S option.

The parties agree that as of the date of execution of this contract there exists no provisions, stipulations, covenants, or agreements which would prohibit LESSEE from using the leased premises for the purpose set forth in Paragraph 1.1O; titled “Use and Use Conflict” in this agreement.

23.07 NATIONAL EMERGENCY:

During the time of war and national emergency, LESSOR shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of such lease to the Government, shall be suspended.

23.08 AIRPORT HAZARD:

The LESSEE and its agents, servants, employees, successors and assigns, will not make or permit any use of the property which would interfere with landing or taking off of aircraft at the Airport, or otherwise constitute an airport hazard. This includes such items as electrical or electronic equipment, creation of smoke or dust or glaring or misleading lights.

23.09 NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION:

The LESSEE and its successors and assigns agree to complete an FAA Form 7460- 1, “Notice of Proposed Construction or Alteration”, and receive a favorable determination form FAA prior to any construction on the property.

23.10 AERIAL APPROACHES:

LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LESEE from erecting, or permitting to be erected, any building or other structure on or adjacent to the

Airport which, in the opinion of the LESSOR, would limit the usefulness of the Airport or constitute a hazard to aircraft.

23.11 AIRPORT SECURITY:

LESSEE covenants and agrees that it will at all times maintain the integrity of the Airport Security Plan and TSR Part 1542, as amended from time to time. Should LESSEE, through a negligent act of its own, allow access to the Security Identification Display Area to an unauthorized person or persons, and LESSOR should be cited a civil penalty for the LESSEE'S beach of security, LESSEE shall reimburse LESSOR for any monetary civil penalty which may be imposed upon LESSOR by the Transportation Security Administration.

23.13 PREMISES LEASED "AS IS":

Premises are leased AS IS and there is no expressed or implied warranty on the condition or suitability of the building.

23.14 PROVISIONS:

Any provision in this Lease which proves to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and the remainder of this Lease shall remain in full force and effect.

23.15 AGREEMENT:

This Agreement consists of Article I through IV and Exhibit A. It constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by the LESSOR and LESSEE. LESSEE agrees that no representations or grant of rights or privileges shall be binding upon the LESSOR unless expressed in writing in this Agreement.

EXECUTED ON THIS _____ DAY OF _____, 2025.

CITY OF LAREDO
a municipal corporation

By: _____
JOSEPH NEEB
CITY MANAGER

ATTEST:

_____
MARIO I. MALDONADO, JR
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

IGLESIA CASA DE ALABANZA

BY:_____
HUGO CHAPPARO
OWNER

ORDINANCE NO. 2025-O-52

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF LAREDO AND I35 CHURH FOR A PROPERTY LOCATED AT 1705 E HILLSIDE, LAREDO, TEXAS 78041, LEGALLY DESCRIBED AS A BUILDING OF APPROXIMATELY 15,483. LEASE TERM SHALL BE FOR FIVE (5) YEARS COMMENCING ON APRIL 1, 2025. TENANT IS HEREBY GRANTED TWO (2) OPTIONS TO EXTEND THIS LEASE FOR AN ADDITIONAL FIVE (5) YEARS PER OPTION UPON MUTUAL WRITTEN AGREEMENT BETWEEN PARTIES. THE MONTHLY RENT SHALL BE $4,189.00 AND WILL BE ADJUSTED ANNUALLY ACCORDING TO CHANGES IN THE CONSUMER PRICE INDEX (CPI); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Director recommends that the Mayor and City Council to authorize the City Manager to enter into a lease agreement between the City of Laredo, as LESSOR, and I35 Church, LESSEE, approximately 15,473 square feet constituting of a building located at 1705 E. Hillside Road at the Laredo International Airport. Lease term shall be for five (5) years commencing on April 1, 2025. Tenant is hereby granted two (2) options to extend this lease for an additional five (5) years per option upon mutual written agreement between parties. The monthly rent shall be $4,189.00 and will be adjusted annually according to changes in the Consumer Price Index (CPI); providing for severability; and providing for an effective date.

WHEREAS, the Mayor and City Council of the City of Laredo having heard the recommendations of the Airport Director agrees with same.

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

Section 1: The Mayor and City Council be hereby Authorize the City Manager to execute a lease agreement between the City of Laredo, as LESSOR, and I35 Church, LESSEE, approximately 15,473 square feet constituting of a building located at 1705 E. Hillside Road at the Laredo International Airport. Lease term shall be for five (5) years commencing on April 1, 2025. Tenant is hereby granted two (2) options to extend this lease for an additional five (5) years per option upon mutual written agreement between parties. The monthly rent shall be $4,189.00 and will be adjusted annually according to changes in the Consumer Price Index (CPI); providing for severability; and providing for an effective date.

Section 2: This Ordinance shall become effective upon passage hereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE ____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

BY: _____
MARIO I. MALDONADO, JR
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 3/17/2025 **Final Readings 6.**

SUBJECT
Authorizing the City Manager to execute a lease agreement between the City of Laredo and I35 Church for a property located at 1720 E Hillside, Laredo, Texas 78041, legally described as a building #2075 for approximately 8,184 square feet. Lease term shall be for five (5) years commencing on April 1, 2025. Tenant is hereby granted two (2) options to extend this lease for an additional five (5) years per option upon mutual written agreement between parties. The monthly rent shall be $5,000 and will be adjusted annually according to changes in the Consumer Price Index (CPI); providing for severability; and providing for an effective date.

PREVIOUS COUNCIL ACTION
99-O-200, 2000-O-126, 2002-R-028

BACKGROUND
Iglesia Casa de Alabanza has remained a tenant for the airport since the assignment of the lease since 07/19/1999. The tenant currently leases approximate 8,184 square feet constituting building #2075, located at 1720 Hillside Road.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends to approve this Introductory Ordinance.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Rent
Account #:	242-0000-361-1060
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Monthly Rent: $5,000.00
Annual Rent: $60,000.00
Revenue collected will be allocated to Building Rent Account: 242-0000-361-1060.

STATE OF TEXAS COUNTY OF WEBB,

This lease agreement is made and entered into by and between CITY OF LAREDO, TEXAS ("LESSOR") and I35 Church ("LESSEE").

WHEREAS, the LESSOR owns those premises at the Laredo International Airport located at 1720 Hillside Rd, Laredo, Texas 78041, legally described as a constituting Building #2075, located at 1720 Hillside Road, Laredo, Webb County, Texas situated on property described as Block No. 27, of the subdivision plat of Laredo Airport according to the map or plat thereof recorded in Volume 5, Page 1, plat records of Webb County, Texas.

NOW, THEREFORE THE LESSOR AND LESSEE for and in consideration (If the covenants and agreements set forth in this lease, do hereby covenant and agree as follows:

ARTICLE I
DEFINITIONS AND DEMISE OF LEASED PREMISES

1.01 DEFINITIONS

A. "Laredo International Airport area" means that certain area administered by the city of Laredo. Pursuant to an indenture from the United States of America to the City of Laredo. Dated February 21, 1975 and recorded in volume 478 at page 471 et seq. of the Real Property Records of Webb County. Texas.

B. "LESSOR" means City of Laredo and its duly constituted agents.

C. "PREMISES" includes the property and building subject to the lease.

D. The word "building" includes, but is not limited to, the foundation, load-bearing walls, joists, rafters, load bearing surfaces, water pipes, drainage pipes, and air conditioning ducts.

1.02 DEMISE OF LEASED PREMISES

In consideration of the mutual covenants and agreements set forth in this lease, and other good and valuable consideration, LESSOR does hereby demise and lease to LESSEE, and LESSEE does hereby lease from LESSOR, approximately 8,184 square feet constituting Building #2075, located at 1720 Hillside Road, Laredo, Webb County, Texas situated on property described as Block No. 27, of the subdivision plat of Laredo Airport according to the map or plat thereof recorded in Volume 5, Page 1, plat records of Webb County, Texas. The property on which the building is situated is more particularly described and depicted on "Exhibit A" attached hereto and incorporated herein, all hereinafter referred to as the leased area, all within the Laredo International Airport, and LESSEE hereby leases the said leased area from LESSOR.

ARTICLE II
LEASE TERM

2.01 COMMENCEMENT OF TERM AND TERMINATION DATE

This lease shall be for a total of five (5) years, commencing on the first day of April 1, 2025, and shall terminate on March 31, 2030.

2.02 OPTION TO EXTEND:

LESSEE is hereby granted two (2) options to extend this lease for an additional five (5) years per option with LESSOR'S prior approval. LESSEE shall provide LESSOR written notice by 180 days prior to end of each term, if LESSEE chooses to extend the lease term during any of the option periods. Notwithstanding anything to the contrary, if LESSEE elects to extend the term of the lease, rent will be adjusted in accordance with Article III.

2.03 TERMINATION

This lease shall terminate and become null and void without further notice on the expiration of the term specified in Section 2.01, and any holding over by LESSEE after the expiration of that term, shall not constitute a renewal of the lease or give LESSEE any rights under the lease in or to the leased premises.

2.04 HOLDOVER

In the event LESSEE remains in possession of the premises after the expiration of this lease and without the execution of a new lease, LESSEE shall be deemed to be occupying the premises as a tenant from month-to-month, at a monthly rental equal to two times the latest monthly rental being paid by LESSEE and subject to all the conditions, provisions and obligations of this lease insofar as they are applicable to month-to-month tenancy. The LESSOR'S collection of holdover rent shall not be deemed a waiver of LESSOR'S rights to take possession of the leased premises nor shall it establish any rights on the part of the LESSEE to occupy the leased premises, except on a month-to-month tenancy. However, the parties to this agreement acknowledge that the parties may at anytime enter into a new written agreement.

2.05 CONDITION OF PREMISES AT TERMINATION

LESSEE covenants that at the expiration or prior termination of this Agreement it will quit and surrender possession of the leased premises and all improvements thereon. LESSEE shall surrender the premises to LESSOR free and clear of any all liens/encumbrances which were caused by LESSEE. LESSEE shall further surrender the premises in good repair and condition, reasonable wear and tear and damage by fire, act of God, the public enemy or action of the elements or by any cause not due to any act or omission of LESSEE and beyond

the control of LESSEE are excepted. LESSEE shall be deemed to have abandoned to LESSOR any trade equipment and other property of LESSEE when, without the consent of the LESSOR, it has failed to remove from the leased premises such trade equipment and other property after the end of the term of this Agreement or after effective date of termination thereof provided.

ARTICLE III

RENT

3.01 ANNUAL RENTAL

a. LESSEE agrees to pay to LESSOR in legal money of the United States of America annually for the use and occupancy of the leased premises during the first year of this lease, an initial annual rental in the amount of Sixty Thousand Dollars and No Cents ($60,0000.00) payable in equal monthly installments of Five Thousand Dollars and Thirty Zero Cents ($5,000.00) paid in advance on the first day of each month of the initial term of this lease. Notwithstanding anything to the contrary, the monthly rental obligation shall change annually thereafter in accordance with the requirements of Section 3.01 (b) and (c).

b. Without waiving other rental escalation provisions in this contract, monthly rentals shall be adjusted annually during the primary and extension periods by an amount which is equivalent to the percent change in the Consumer Price Index {CPI) from the preceding calendar year's average, specifically defined as the Consumer Price Index {U.S. Average, All Urban Consumers, All Items) 1982-84 = 100 Base as compiled by the Bureau of Labor Statistics. This means that at the anniversary date of April 1, 2025, and annually thereafter, the rent will be adjusted according to the percent change in the CPI as of that date from that of the preceding calendar year {January-December) except, when the new monthly rental amount will be changed in accordance with LESSOR'S appraised value and in accordance with Section 3.01 {c).

Example:

1. First Anniversary: Base rent x CPI= adjustment+ base rent= rent for second year.

2. Second Anniversary: Second year's rent x CPI= adjustment+ second year's rent = rent for third year... etc., annually until lease expiration or any extension thereto.

c. Notwithstanding anything to the contrary, the annual rental shall be adjusted upward but not downwards as of each fifth (5th) anniversary date of the initial term of the lease, and upon each option used to extend the lease. Annual rent shall be adjusted based on then appraised fair market rental value of the leased premises thereon and such revised rental shall be adjusted annually thereafter in accordance with Section 3.01 (b). Upon every 5th year anniversary and every option period, annual rent shall be adjusted in accordance with this section and shall not be subject to a CPI adjustment as set forth in Section 3.01 (b).

3.02 TIME AND MANNER OF PAYMENT

Each monthly rental payment is due and payable on or before the first day of each month and monthly thereafter at each month during the term of this lease.

3.03 INTEREST/PENALTY ON DELINQUENT PAYMENTS

A. Each installment of the rent shall be a payable no later than the tenth (10^{th}) day of each calendar month, as applicable without regard to notice, demand, setoff, deduction, defense, or counterclaim.

B. Except as otherwise provided in the lease, the rental obligation of LESSEE shall be due and payable as provided in this Section and shall not be affected by circumstances or occurrences, but not limited to damages to or destruction of the Premises or any part of them, including improvements; use restrictions or interference with any use of the premises or the like; claims of Lessee against Lessor; and notice of termination by either Lessor or LESSEE.

C. Should lessee fail to pay when due any installment of rental or any other legal sum payable to LESSOR, under the terms of this lease then on the eleventh (11^{th}) day for which payment is due, a One Hundred Fifty Dollar ($150) delinquent fee shall be due and payable by LESSEE to LESSOR.

3.04 PLACE OF PAYMENT

All rent shall be paid by LESSEE at Office of the Airport Director, Laredo International Airport, 5210 Bob Bullock Loop, Laredo, Texas 78041 or at such other location or locations as LESSOR may from time to time designate by written notice to LESSEE.

ARTICLE IV

UTILITIES AND AD VALOREM TAXES

4.01 UTILITY CHARGES

LESSEE shall pay or cause to be paid all charges for heat, gas, electricity, and all other utilities used on the leased premises throughout the term of this lease. Water/Sewer utility charges will be pro-rated among the buildings tenants in accordance with LESSEE' S percentage occupancy of the leased premises or until such time an independent utility meter is installed and LESSEE shall pay all charges. LESSEE shall also pay for the removal of all garbage from the leased premises.

4.02 AD VALOREM TAXES

a. LESSEE agrees to promptly pay, upon receipt of a tax statement from any taxing entity, all ad valorem taxes, leasehold interest taxes, penalties and interest imposed by it upon any personal property, tools', equipment, furniture, fixtures, and inventory belonging to the LESSEE. The taxes shall be paid prior to delinquency.

b. LESSEE'S failure to pay all ad valorem taxes, leasehold interest taxes or any other taxes due and owing any taxing entity or authority as required by this lease agreement shall constitute a material breach of this lease agreement.

c. LESSOR shall be obligated to pay all taxes due and owing as a result of the real property and real property improvements situated at 1719 E. Hillside.

ARTICLE V

INSPECTION OF PREMISES

LESSOR hereby reserves the right to inspect, at all times during normal business hours, the leased premises and improvements for the purpose of determining whether or not the improvements are being properly maintained in accordance with the requirements of this agreement. However, LESSOR affirmatively acknowledges that any right of inspection shall not interfere and/or disrupt LESSEE'S business operations being conducted on the premises.

ARTICLE VI

RIGHTS AND PRIVILEGES OF LESSEE

All rights and privileges granted to LESSEE herein are expressly made subject to the rules and regulations established from time to time by LESSOR and the Laredo International Airport under the provisions of this lease. LESSOR shall provide LESSEE with notice of any change of rule or regulation or the implementation of same within 10 days of receiving notice of same.

6.01 POSSESSION

During the term of this lease and while LESSEE is not in default of any of its obligations, LESSEE shall be entitled to and shall have the possession and enjoyment of the leased premises.

ARTICLE VII

ASSIGNMENT AND SUBLEASE

7.01 ASSIGNMENT AND SUBLEASE

a. LESSEE covenants and agrees that it will not sell, sublet, convey, transfer, mortgage, or pledge this Agreement or any rights created thereby, without prior written approval of the LESSOR.

b. Any such sublease shall be subject to the same applicable conditions, obligations and terms as set forth herein and LESSEE shall be responsible for the observance by sublessees of the term

c. LESSEE shall not have the right or privilege to assign or transfer this Lease to any party without prior written approval of the LESSOR, which shall not be unreasonably withheld or delayed. Should any approval for any assignment or transfer of this Lease be given by LESSOR, such assignment or transfer shall be subject to the same conditions, obligations and terms as set forth herein.

d. Any sublease, assignment, or transfer of this Agreement or any rights of LESSEE inconsistent with Section 7.01 (a), Section 7.01 (b) and Section 7.01 (c), shall entitle the LESSOR at its option to terminate this Agreement and re- enter upon and take possession of the leased premises provided that LESSOR has given LESSEE notice of the alleged lease violation and an opportunity to cure as provided in this agreement.

ARTICLE VIII

USE OF LEASED PREMISES

8.01 PURPOSE

LESSEE shall have the right to use the premises for the sole purpose of office space, storage, church services and related church activities and for non-profit meetings. No other use of the leased area is permitted, LESSEE shall follow all State, Local, Municipal, and any and all governmental guidelines with regards to its use of the leased premises.

8.02 ILLEGAL USE NOT PERMITTED

LESSEE agrees not to use all or part of the leased premises for any use or purpose in violation of any applicable law, regulation, or ordinance of the United States, the State of Texas, or the City of Laredo, or other lawful authority having jurisdiction over the leased premises.

8.03 OUTSIDE STORAGE PROHIBITED

Storage of vehicles, equipment, supplies or any other items outside of the building(s) is prohibited. For the purpose of this provision, the term “storage” shall mean the placing of vehicles, equipment, supplies or any other items outside the building and which vehicles, do not serve an actual day-to-day business function.

8.04 TRAILERS, ABANDONED VEHICLES EXPRESSLY PROHIBITED

Towed vehicles or any motor vehicles not currently licensed and actively used are not permitted on the demised premises. Under this provision, vehicles, RV trailers, travel homes and mobile homes, wrecked or abandoned vehicles (to include aircraft) must be removed at LESSEE'S expense, and failure to do so shall constitute a material breach of this lease.

8.05 CONDITIONS PROHIBITED

The premises occupied by the LESSEE shall not be used or occupied in any manner which:

a. unreasonably affects the health, comfort, or safety of members of the general public or other adjoining tenants,

b. unreasonably affects the beneficial enjoyment and use of properties demised to adjoining tenants,

c. violates the zoning or other ordinances of the City of Laredo as amended.

8.06 ULTRA HAZARDOUS ACTIVITIES INCLUDING FIRE AND EXPLOSIVE HAZARDS

No ultra-hazardous activities including those creating fire or explosive hazards endangering life or property shall be conducted upon the demised premises by the LESSEE.

8.07 NOISE LEVELS

At no point within fifty (50) feet of the property line of the demised premises shall the sound pressure of any individual plant or operation conducted by the LESSEE (other than operation of motor vehicles, aircraft, or other conveyances of transportation which comply with, the state and federal licensing requirements) exceed the decibel levels in the designated octave bands shown below:

Octave Band Cycles Per Second	Maximum Permitted Sound Level in Decibels RE 0.0002 dynes/cm2
0-300	75
300 -1200	55
1200 -4800	45
4800 and above	40

8.08 VIBRATION OR SHOCK

No vibration or shock perceptible to a person of normal sensibilities shall be permitted within fifty (50) feet of any property line delineating the demised premises.

8.09 AIR POLLUTION

a. Any use of the premises by the LESSEE which will produce smoke, gas, dust, odor, fumes, aerosols, particles, products of combustion, or other atmospheric pollutants shall be conducted within a completely enclosed container.

b. Visible emissions of smoke which exceed Ringlemenn No. I on the Ringlemenn Chart of the U.S. Bureau of Mines other than motor vehicle emissions from conveyances of transportation which comply with state and federal licensing and emission requirements shall not be permitted. This requirement is applicable to trash and waste material disposal. Wind borne dust, sprays and mists originating in any plants upon the demised premises will not be permitted.

c. No operation shall discharge toxic or noxious matter into the atmosphere or into the sanitary sewer system.

d. Emission of odors detectable at any point beyond the property line of the premises occupied by LESSEE shall not be permitted.

8.10 HEAT, GLARE OR ELECTRICAL DISTURBANCES

Any operation producing intense glare or heat shall be performed within an enclosed or screened area in such a manner which prevents the glare or heat so emitted from being discernible from any point on the property line of the demised premises. No electrical disturbances may be created within the demised premises, which may affect the operation, taking off and landing of aircraft on the Laredo International Airport.

8.11 ILLUMINATION

a. The maximum height of any lighting standard shall be limited to twenty (20) feet above curb level, and with LESSOR'S prior approval.

b. The intensity of illumination shall be limited to 10 foot candles or 0.1 lumens per square foot for open area or surfaces visible at the property line

c. The design and location of exterior lighting shall comply in all respects to the requirements of the Federal Aviation Administration or any successor agencies and other governmental agencies having applicable jurisdiction with respect to height, type, and placement of lighting standards as they may affect the safety of flight operations at the Airport.

8.12 SIGNS

The following regulations shall apply to all commercial signs displayed for observation from the outside of the building whether displayed on, near or within the building:

a. LESSEE, with the prior written consent of LESSOR which consent shall not be unreasonably withheld or delayed, shall have the right and privilege to erect, maintain, remove, and replace such signs on the leased premises as LESSEE may deem reasonably necessary or convenient in the operation of its business from the leased premises. LESSEE agrees to maintain said signs in a good state of repair. LESSEE shall remove said signs upon termination of this lease.

b. Permitted Signs: LESSEE'S commercial signs shall be limited to those identifying the uses conducted on the site and to those necessary for directional purposes. The design and location of all signs shall require the written approval of the LESSOR or its authorized agent prior to installation. Approval shall not be unreasonably withheld.

c. Area and Location: One sign may be permitted on the front of structure and at the rear of the structure.

d. Construction: All signs shall comply with all building codes of the City of Laredo and with all rules and regulations of the Federal Aviation Administration or any other successor agencies.

8.13 REFUSE AND TRASH

No refuse or trash shall be kept, stored or allowed to unreasonably accumulate on the demised premises. LESSEE shall dispose of all trash and refuse behind the building until same is collected by the chosen contractors. Trash and refuse shall be collected at least once a week.

8.14 SEWAGE DISPOSAL SYSTEMS

No cesspool, septic tank or other sewage disposal system or device shall be installed, maintained or used upon the premises.

ARTICLE IX

CARE, MAINTENANCE AND REPAIR BY LESSEE

9.01 MAINTENANCE OF PREMISES AND IMPROVEMENTS

LESSEE shall, throughout the term of this lease, take good care of the leased area and the fixtures and appurtenances therein and at its sole cost and expense make routine maintenance and non-structural repairs thereto as and when needed to preserve them in good working order and condition, damage from the elements and fire excepted. In this regard, LESSEE is responsible for the maintenance and repair of all windows, all doors, plumbing lines, electrical, light fixtures, and plumbing fixtures. LESSEE is not responsible for damages and/or repairs related to foundation, building defect, structural defect, construction defects, and/or any other pre-existing defects/conditions.

LESSOR, at its sole expense, agrees to keep the roof, foundation, vertical and horizontal columns, and all other structural portions of the premises including the parking lots in good condition and repair during the term of this lease agreement, so long as damages for repairs were not caused due to negligence by LESSEE.

LESSEE shall be responsible for the exterior trash and debris removal, sidewalk sweeping, pavement striping, interior plumbing, and interior maintenance through the term of this lease.

LESSEE shall provide interior janitorial maintenance.

LESSEE shall enter into a Heating and Air Conditioning Service Agreement through the lease term. LESSOR and LESSEE shall each be responsible for the damage to any portions of the premises caused by their respective negligence.

LESSEE agrees to change air conditioning filters monthly, where such air conditioning units and/or filtering system are solely for the use by LESSEE and readily accessible by LESSEE.

LESSEE shall be responsible for the heating and air conditioning, electrical, system replacement along with the major repair expenses of these systems throughout the term of this lease agreement.

LESSEE shall surrender the premises to the LESSOR in good condition, broom clean, ordinary wear and tear expected.

LESSEE shall repair any damage to the premises occasioned by the removal of LESSEE'S trade fixtures, furnishings, and equipment. LESSOR represents and warrants that at the time of giving possession of the premises, all building systems are in good repair and working order.

Damage or injury to the premises, fixture, appurtenances whether requiring structural or nonstructural repairs, caused by or resulting from carelessness, omission, neglect or improper conduct of LESSEE, it servants, employees, or licensees' shall be repaired promptly by LESSEE at its sole cost and expense.

a. Keep at all times in a clean and orderly condition and appearance the leased premises and all improvement thereon.

b. Provide and maintain in good operable condition all fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule order, ordinance, resolution or regulation of any competent authority, including the City of Laredo.

c. LESSEE shall observe all regulations and requirements of insurers on the leased premise concerning the use and condition thereof for the purpose of reducing fire hazards and insurance rates on the leased premises. LESSOR shall notify LESSEE of all obligations requested by insurers other than these with whom LESSEE is in privily of contract.

d. LESSEE shall repair at its sole cost any damage to paving or other surface of the premises cause by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.

e, LESSEE shall be responsible for unclogging of sanitary sewers and storm sewers located at the leased premises to the extent that same is the result of LESSEE'S ordinary and regular use of premise and would constitute “routine maintenance.”

f. LESSEE shall keep mowed and in a neat condition all landscaping and areas within the leased premises. This area expressly excludes any area subject to the control of other parties (not LESSOR) including but not limited to areas which are city right of ways. Landscaping maintenance conditions shall be in accordance to City Ordinances.

9.02 FAILURE TO MAINTAIN PREMISES AND IMPROVEMENTS

The LESSOR will notify the LESSEE of any failures to maintain or repair on their part through a notice of required maintenance.

a. The LESSOR may, at its option, and in addition to any other remedies which may be available to it, repair or replace all or any part of the leased premises or the improvements thereon upon the following conditions:

1. LESSEE fails to commence, within a period of 30 days after notice from the LESSOR of any reasonable routine maintenance or repair work required to be done under the provisions hereof.

2. LESSEE fails to commence, within a period of 60 days if the said notice specifies that the work to be accomplished by the LESSEE involves reasonable routine preventive maintenance only.

3. LESSEE fails in any material respect diligently to continue to completion of the repair or replacement of all of the premises required to be repaired or replaced by LESSEE under the terms of this Agreement.

If lessor opts to move forward with providing remedies for maintenance and repair due to LESSE's failure to commence or complete, the cost thereof shall be payable to LESSOR by LESSEE upon demand.

b. LESSOR is expressly excluded from attempting to unreasonably burden LESSEE with maintenance on the facility that is not routine or for the sole purpose of improving the value of the property or structure.

c. LESSOR shall act in good faith with regard to maintenance requests. LESSOR shall be responsible for all other repairs not specifically identified herein as the obligations of LESSEE. LESSOR shall respond timely to all maintenance and repair obligations.

ARTICLE X

OBLIGATIONS OF LESSEE

10.01 REQUIREMENTS

a. LESSEE shall conduct its operation hereunder in an orderly and proper manner.

b. LESSEE shall, within reason, control the conduct and demeanor of its officers, agents and employees and upon objection from LESSOR, concerning the conduct or demeanor of a said person shall immediately take all reasonable steps necessary to remedy the objection.

c. LESSEE shall commit no nuisance, waste, or injury on the leased premises and shall not do or permit to be done anything, which may result in the creation or commission or maintenance of a nuisance, waste or injury on the leased premises.

d. LESSEE shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located on the lease premises.

e. LESSEE shall not do or permit to be done any act or thing upon the leased premises: (I) Which will invalidate or -conflict with any fire insurance policies on the premises, (2) Which may constitute an extra hazardous condition so as to increase the risks normally attendant upon the operation permitted by this Agreement; (3) Which will interfere with the safe and efficient operation of the premises or create any undue noise, vibration, fumes, smoke or any other condition that will be a hazard to the safe operation of the premises or that will be a health hazard to, or unreasonably interfere with the operation of other tenants

and users of the premises. Again, LESSEE'S obligation is triggered only upon due notice of the insurance policy requirement in issue.

f. Any liquids having a flash point of less than one hundred and ten degrees Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.

g. LESSEE must comply, obtain, and maintain all necessary certificates and licenses, as required and applicable to all federal, state, and local laws, rules and regulations, pertaining to the operation being conducted on the leased premises.

ARTICLE XI

CONSTRUCTION BY LESSEE

11.01 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND ARCHITECTURAL DESIGN GUIDELINES:

All improvements constructed on the Premises which are situated on a tract on which aeronautical travel or maintenance operations are conducted (an "Airport Parcel"), including the Improvements, shall be done in conformity with the Declaration of Covenants, Conditions and Restrictions approved by Resolution No. 2006-R-014 dated February 21, 2006, as may be amended from time to time (the "Declaration").

11. 02 AIRPORT LAWS:

All improvements constructed on the property, including the Improvements, shall be subject to all applicable Airport Laws and regulations and to all federal, state, and local laws, rules and regulations pertaining to the Airport and to federally-obligated airports in general (collectively, "Airport Laws").

11.03 TYPE OF CONSTRUCTION:

A. All buildings as part of improvements constructed on the property, including the Improvements, shall be constructed in accordance with the specifications set forth in the Development Agreement, subject to reasonable amendments thereto which may be required in connection with certain construction requirements.

B. All buildings as part of improvements constructed on the property, including the Improvements, shall conform to all local building codes, ordinances, and to the Declaration.

ARTICLE XII: PREPARATION AND SUBMISSION OF PLANS FOR IMPROVEMENTS

12.01 GENERAL:

A. LESSEE has represented to LESSOR during the negotiations of this Lease and hereby represents to LESSOR that LESSEE shall erect and otherwise construct certain building(s) of the size specified in the Development Agreement upon the Premises. The parties hereto

understand and acknowledge that the representation set forth herein is a part of the total consideration of this Lease.

12.02 TIME PERIOD FOR COMMENCEMENT OF CONSTRUCTION:

A. If LESSEE has not commenced the construction of any of the Improvements within 3-months of fully executed Lease, LESSOR may terminate this Lease upon the delivery of notice within ninety (90) days' immediately thereafter to LESSEE (the "Commencement Breach Notice"); provided, however, that if LESSEE uses commercially reasonable efforts to commence the construction following the delivery of the Commencement Breach Notice, said notice will be deemed withdrawn if construction is commenced within thirty (30) days thereafter.

12.03 ALTERATIONS, CONSTRUCTION OF ADDITIONAL IMPROVEMENTS:

A. Building or landscape alterations and the erection of additional structures on the Premises shall be subject to LESSOR'S approval, which shall not be unreasonably conditioned, withheld, or delayed. Plan submissions, approval, and time for completion of alterations and improvements shall be governed by the provisions of this Lease. LESSOR'S approval shall not be withheld in an arbitrary or otherwise unreasonable manner.

B. Any material alterations to structures, landscaping, or other improvements, without LESSOR'S written approval shall constitute a breach of this Lease that, if not remedied or timely cured in accordance herewith, shall constitute grounds for termination of this Lease by LESSOR insofar as LESSOR exercises the option to terminate set forth in this section within thirty (30) calendar days of the date on which LESSOR knew of any given alteration.

12.04 MAINTENANCE OF PREMISES AND IMPROVEMENTS:

A. LESSEE covenants that it commits no waste, nor shall it allow the commission of waste upon or to the Premises during the Term.

B. LESSEE agrees to maintain in a safe, clean, well-kept, and orderly condition the Premises surrounding said Improvements, which shall include all landscaping and outside appearances to the street curb and the Right-of-Way.

C. LESSEE shall maintain the Improvements in a good state of repair and condition and in a presentable condition. The exterior finish on the Improvements shall be repainted and refinished as necessary to maintain the appearance of the Improvements in "as new" condition and appearance as commercially reasonable.

D. LESSEE shall keep at all times during the Term the Premises, including the Improvements, in a clean and orderly condition.

E. LESSEE shall provide and maintain in good operable condition at all times during the Term all fire protection and safety equipment and all other equipment, as applicable, of every kind and nature required by any law, rule, order, ordinance, resolution, or regulation of any authority, including the City of Laredo and the LESSOR.

F. LESSEE shall observe all regulations and requirements of insurers on the Premises concerning the use and condition thereof for the purpose of reducing fire hazards and insurance rates on the Airport during the Term.

G. LESSEE shall repair at its sole cost and expense any damage caused thereby to paving or other surface of the Premises caused by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon during the term.

12.05 RIGHT OF ENTRY:

A. LESSOR may, during regular business hours and after providing reasonable notice to LESSEE and Sublessee and, except in the case of an emergency as reasonably coordinated with LESSEE and Sublessee, enter the Premises for the purpose of ensuring LESSEE's compliance with plans and timetables for the construction of the Improvements upon the Premises as well as for ensuring compliance with certain restrictions and requirements embodied in this Lease.

B. LESSOR, as reasonably coordinated with Sublessee (except in the case of an emergency), reserves the right to inspect during regular business hours the Premises and Improvements and all equipment and vehicles of Sublessee used in its operations on the Airport for the purpose of determining whether or not fire and safety measures and regulations are being observed and to determine whether or not the improvements are being properly maintained in accordance with the requirements of this Lease. LESSOR reserves the right to prohibit the operation of any vehicle or equipment on the Airport that LESSOR reasonably determines to be in an unsafe condition. LESSOR reserves the right to require each vehicle operated on the Airport to be inspected and to obtain a permit or license authorizing such vehicle to operate on the Airport.

12.06 LESSOR COOPERATION:

From time to time and at any time during the Term of this Lease, LESSEE may request that LESSOR assist, cooperate, provide information, and otherwise be actively involved in efforts in furtherance of the construction of the Improvements, including, but not limited to, efforts in connection with the Texas Department of Transportation's road expansion efforts, which may from time to time affect and otherwise encumber the Premises. LESSOR shall not be under any affirmative obligation to provide such assistance but shall act in good faith with regard to any such request in order to timely facilitate the construction of the Improvements.

ARTICLE XIII

INSURANCE AND INDEMNIFICATION

13.01 IMPROVEMENTS CONSTRUCTED

All insurable improvements currently existing or constructed on the leased premises by either LESSOR or LESSEE, if any shall be insured at all times during the term of this Agreement by LESSOR under so-called "Fire and Extended Coverage" policy or policies.

13.02 OBLIGATIONS DUE TO DAMAGE OR DESTRUCTION

In the event the improvements on leased premises are damaged or destroyed, LESSOR shall have the election of repairing or reconstructing the improvements substantially as they were

immediately prior to such casualty, or in a new or modified design, or not to construct the improvements, LESSOR shall give the LESSEE notice of its election hereunder within 30 days next following the damage to or destruction of the improvements, If LESSOR elects not to repair or reconstruct the improvements, this Agreement and all of LESSEE'S and LESSOR'S unaccrued obligations hereunder shall terminate.

13.03 INSURANCE PROCEEDS

Upon receipt by LESSEE and LESSOR of the proceeds of the insurance policy or policies, LESSEE and LESSOR shall deposit same in an escrow account to pay for the cost of such repair, replacement and rebuilding. Such proceeds shall be disbursed by LESSOR during construction to pay the costs of such work. LESSOR has no right to claim any portion of the insurance proceeds for reimbursement related to personal property, inventory, equipment, etc.

13.04 BUILDER'S RISK INSURANCE

During any period of construction by LESSEE on the leased premises, LESSEE shall carry a Builder's Risk Completed Value Policy with an all risk endorsement in the minimum amount of one million dollars ($1,000,000.00).

13.05 FIRE INSURANCE AND EXTENDED COVERAGE

LESSOR shall maintain in full force and effect fire insurance and extended coverage insuring the real property improvements located on the leased premises for resulting from but limited to fire, flood, rain, wind, hail and/or other natural causes.

13.06 LIABILITY INSURANCE

Prior to the conduct of its business operations on the premises, LESSEE, at its sole expense, shall obtain and cause to be kept in force at all times during the term of this Agreement, liability insurance issued by a company or companies of sound and adequate financial responsibility authorized to do business in the State of Texas, by policies meeting the requirements of the laws of the State of Texas a general commercial liability policy of insurance or similar policy with the following coverage:

Commercial General Liability	$1,000,000.00 per occurrence $2,000,000.00 aggregate
Automobile Liability	$1,000,000.00 per occurrence
Workmen's Compensation	$1,000,000.00 per occurrence
Umbrella Liability	$10,000,000.00 per occurrence

All the above liability insurance shall include the LESSOR as an additional insured and waiver of subrogation under contractual liability coverage for the covenants and indemnification of LESSOR by LESSEE under the term of this Agreement. The naming of the LESSOR as an additional insured in such policies of liability insurance shall not thereby cause the LESSOR to be deemed a joint venture with LESSEE in its business conducted.

A. Each of the above insurance policies shall contain a waiver of subrogation in favor of LESSOR.

B. General Comprehensive Public Liability Insurance Policy shall protect LESSOR against any and all liability created by reason of LESSEE'S conduct incident to use of the Airport, or resulting from any accident occurring on or about the roads, driveways or other public areas of the Airport, including the runways, taxiways and ramps used by LESSEE or Sublessee at the Airport to the extent of the coverage amounts set forth in such policy as required hereunder.

C. Said policies of insurance shall be performable in Webb County, Texas, and shall be construed in accordance with the laws of the State of Texas.

D. Certificates, in duplicate, of all insurance coverage required of LESSEE or Sublesee shall be promptly filed with LESSOR. Such certificates shall provide therein that the policies of insurance referred to in such certificates shall not be subject to cancellation by insured except after delivery of written notice by certified mail to LESSOR at least thirty (30) days prior to the effective date of cancellation or material change. In such event LESSEE shall procure the insurance required by this Lease prior to the cancellation of the existing insurance policy(s). LESSEE shall provide LESSOR with all certificates of insurance complying with this Lease required upon execution hereof within ten (10) days of the execution of this Lease and annually thereafter prior to the renewal of such insurance upon request by LESSOR. LESSEE shall provide LESSOR with a certified copy of each policy of insurance requested of LESSEE.

E. Should LESSEE fail or refuse to obtain and keep in full force and effect the insurance required by this section, LESSOR may either terminate this Lease or suspend LESSEE'S rights hereunder.

F. LESSOR reserves the right to increase the amounts of insurance coverage described here-in-above, and to require any additional riders or provisions in said policies or certificates as shall be considered reasonably necessary by LESSOR and consistent with the terms and conditions of this Lease, provided, however, that the LESSOR may only exercise its right under the foregoing upon six (6) months' notice to LESSEE and any such change must be in line with requirements at comparable facilities at comparable airports and, in any event, not more burdensome than applicable to comparable tenants at the Airport.

G. LESSEE agrees that any subcontractor(s) hired by LESSEE in connection with the construction of the Improvements shall be required to maintain insurance coverages as are required of LESSEE hereunder and which are applicable to such subcontractor in connection with the specific services rendered by such subcontractor.

13.07 <u>COMPREHENSIVE PUBLIC LIABILITY INSURANCE</u>

Should LESSEE'S general commercial liability insurance or similar policy as identified above not provide protection to LESSEE for and against any and all liability created by

reason of LESSEE'S insurable conduct and resulting in an accident occurring on or about the roads, driveways or other public areas of the leased premises, LESSEE shall obtain a Comprehensive Public Liability Insurance or its equivalent or other similar policy that shall name LESSOR and the City of Laredo as additional insured and provide liability coverage for LESSEE'S insurable conduct and resulting in an accident occurring on or about the roads, driveways or other public areas of the leased premises. Comprehensive Public Liability Insurance, its equivalent or similar policy for the above risks shall maintain coverage in the amount of not less than $1,000,000.00. It is required that the LESSOR be an additional named insured under this excess coverage.

13.08 CERTIFICATES AND DUPLICATES OF INSURANCE

Certificates, in duplicate, of all insurance coverage required of LESSEE shall be filed with the LESSOR. Such Certificates shall provide therein that the policies of insured referred to in such certificates shall not be subject to cancellation by insured except after delivery of written notice by certified mail to LESSOR at least thirty days prior to the effective date of cancellation. In such event LESSEE shall procure the insurance required by this Agreement prior to the cancellation of the existing insurance policy(s). LESSEE shall provide the LESSOR with all certificates of insurance complying with this Agreement.

13.09 RIGHTS AND REMEDIES OF LESSOR

Should LESSEE fail or refuse to obtain and keep in full force and effect the insurance required by this Article XIII, LESSOR may either cancel this Agreement or suspend LESSEE'S rights hereunder. The LESSOR reserves the right to increase the amounts of insurance coverage described herein above and to require any additional riders or provisions in said policies or certificates as shall be considered necessary by the LESSOR and consistent with the terms and conditions of this Lease. LESSOR shall notify LESSEE of any increase, additional riders, provisions or certificates in writing at least 90 days before the renewal date of the policy. Increases shall not be unreasonable or for the purpose of intending to cause breach of contract or to place a due burden on LESSEE.

13.10 WORKMEN'S COMPENSATION INSURANCE

LESSEE shall Workmen's Compensation Insurance in the amounts and form required by the Workmen's Compensation Act and the insurance policy of the City of Laredo.

13.11 NON -LIABILITY OF LESSOR FOR THIRD PARTIES

The LESSOR shall not in any event be liable to LESSEE for any acts or omissions of, or for any condition resulting from, the operations or activities of any third person, firm, corporation, or the agents, servants, employees or independent contractors of any such person, firm or corporation, that results in ~injury, loss or damage to LESSEE or to any other person, or loss or damage to any personal property installed or stored on the leased premises.

13.12 INSURANCE PROVISIONS

All policies of insurance provided for in this Article XII shall be issued in form acceptable to LESSOR by solvent insurance companies licensed to do business in the State of Texas with a general policy holder's rating of not less than B+ and a financial rating of “X” as rated in the most current available “Best's Insurance Reports”, and qualified to do business in the

State of Texas. Each such policy shall be issued in the names of LESSOR and LESSEE, its designees and any other parties in interest from time to time designated in writing by notice from LESSOR to LESSEE. Said policies shall be for the mutual and joint benefit and protection of LESSOR and LESSEE and any such other parties in interest as designated in this agreement. Executed copies of each such policy of insurance or a certificate thereof shall be delivered to LESSOR within 30 days of the commencement of the term of this LEASE, and thereafter, within thirty (30) days receipt of the renewal. All such insurance policies as required herein shall be renewed in a timely manner so as to prohibit and avoid any lapse in coverage. All such policies of insurance shall contain provisions that:

a. The company writing said policy will give to LESSOR and any such other parties in interest at least thirty days' notice in writing in advance of any cancellations or lapse, or the effective date of any reduction in the amount of insurance.

b. All such insurance policies required to be maintained by LESSEE as set forth in this agreement, shall be written as primary policies which do not contribute to and are not in excess of coverage which LESSOR may carry. All such insurance policies required to be maintained by LESSEE as set forth in this agreement, shall contain a provision that LESSOR and any other parties in interest identified in this agreement, although named as an additional insured, shall nevertheless be entitled to recover under said polices for any loss sustained by it, its servants, agents and employees by reason of the negligence of LESSEE to the extent such policies are obtainable. LESSEE'S failure to provide and keep in force any of the insurance policies required hereunder shall be regarded as a material default hereunder entitling LESSOR to exercise any and all of the remedies provided in this lease in the event of LESSEE'S default after LESSOR has given proper notice of default.

13.13 INDEMNIFICATION OF LESSOR

LESSEE shall keep and hold harmless the LESSOR, its officers, agents, servants, and employees from any and all costs, liability, damages and expenses including, costs of suit and reasonable expenses of legal services, claimed or recovered by anyone by reason of injury to or death of any person or persons and damage to, destruction or loss of use of property caused by or resulting from any act or omission of LESSEE, its agents, servants, employees, or contractors, excepting such liability as may be proximately caused by the acts or omission of LESSOR. Provided, however, that upon the filing by anyone of a claim against LESSOR for damages arising out of incidents for which LESSEE herein agrees to indemnify and hold LESSOR harmless, LESSOR shall notify LESSEE of such claim within IO days of receipt of same. In the event that LESSEE docs not settle or compromise such claim, then LESSEE shall undertake. the legal defense of such claims both on behalf of LESSEE and on behalf of the LESSOR. It is specifically agreed, however, that LESSOR, at its option, may have its personal counsel participate in the legal defense of any such claim-However, LESSEE is not responsible for any such cost associated herewith. LESSEE or its insurance carrier has the right to choose counsel for LESSOR. Any final judgment rendered against LESSOR for any cause for which LESSEE is liable hereunder shall be conclusive against LESSEE as to liability and amount upon the expiration of the time appeal. In addition to LESSEE'S undertaking, as stated in this Article XII, and as means of further protecting LESSOR, its officers, agents, servants, and employees, LESSEE shall at all times during the term of this Agreement obtain and maintain in effect the insurance coverage required under the provisions of this Article hereof LESSOR shall in no way compromise the defense of any claim or lawsuit.

ARTICLE XIV

DEFAULT AND REMEDIES

14.01 EVENTS OF DEFAULT BY LESSEE AND LESSOR

The following shall be deemed to be events of default by LESSEE under this Lease:

a. LESSEE shall fail to comply with any term, covenants, or condition of this lease and fails to cure within ten (10) days after written notice by LESSOR;

b. LESSEE shall do or permit to be done any act which results in a lien being filed against the leased premises, and does not discharge of record or place bond against said lien within 30 days following written notice by LESSOR to LESSEE of the filing thereof.

The following shall be deemed to be events of default by LESSOR under this Lease:

a. LESSOR fails to comply with any term, covenants, or condition of this lease and fails to cure within 30 days after written notice by LESSEE;

b. LESSOR'S intentional interference with LESSEE'S enjoyment of the premises.

14.02 REMEDIES

If LESSEE fails to cure any default with 10days of receiving written notice of same,

a. LESSOR may at its option enter and take possession of the leased premises. LESSOR may secure, lock up, cut off utility service to, and attempt to relet the leased premises, all without any such actions being deemed a trespass or an election on LESSOR' S part to terminate the lease. If however, any such default on LESSEE'S part should be fully corrected and cured before LESSOR exercises an option to terminate the lease, and before LESSOR has relet the leased premises then the leased premises shall be returned to LESSEE, and LESSEE may continue in possession. LESSEE expressly waives any and all damages resulting from a reasonable reentry by LESSOR under this lease.

b. In the event that LESSOR elects to re-enter the leased premises without terminating the lease, then LESSEE shall be liable for and shall pay to LESSOR at the place for payment provided in Section 3.05, all rent and other indebtedness accrued to that date, plus rent required to be paid by LESSEE to LESSOR during the remainder of the lease term until the date of expiration of the term, diminished by a net sums thereafter received by LESSOR through reletting the leased premises (after deducting all expenses incurred by LESSOR to relet the leased premises). In no event shall LESSOR be entitled to any excess of any rent obtained by reletting over and above the rent herein reserved. LESSOR acknowledges its common law and statutory obligation to mitigate damages and make reasonable efforts to relet premium.

c. Notwithstanding any prior election not to terminate, LESSOR may at any time, including subsequent to a re-entry, elect to terminate this lease on account of such default. Upon termination LESSEE shall be liable for and shall pay to LESSOR the sum of all rent

accrued to the date of such termination, and as liquidated damages, an amount equal to the rent for the remaining portion of the lease term had such a term not been terminated by LESSOR prior to expiration of the lease term. Any option of LESSEE to renew or extend the current agreement shall not be considered when calculating damages.

d. In case of Default, LESSEE shall also be liable for and shall pay to LESSOR, at the place for payment provided in Section 3.06, in addition to any sum provided to be paid above: Broker's fee incurred by LESSOR in connection with reletting the whole part or any part of the leased premises; the costs of removing and storing LESSEE'S or other occupant's property; the cost of repairing, altering, remodeling, renovating, or otherwise putting the leased premises into condition acceptable to a new tenant, and all reasonable expenses incurred by LESSOR in enforcing LESSOR'S remedies, including reasonable attorney's fees.

14.03 LESSOR'S LIEN

LESSOR shall have a statutory LESSOR'S lien on all merchandise, goods, chattels, implements, fixtures, tools, furniture, machinery and any other personal property which LESSEE now or at any time hereafter may place in or upon the premises, all exemption of said property, or any part of it being herein expressly waived by the LESSEE.

LESSOR IS HEREBY GRANTED AN EXPRESSED CONTRACTUAL LESSOR'S LIEN ON THE ABOVE GOODS, ALL OR ANY EXEMPTION BEING HEREBY WAIVED BY LESSEE, BUT WITHOUT LIMITING LESSEE'S RIGHT TO SELL, EXCHANGE OR REPLACE SUCH GOODS FROM TIME TO TIME IN THE ORDER OR COURSE OF BUSINESS OR TRADE.

Default on rent entitles LESSOR, at its option, to take whatever lawful action reasonably necessary to protect LESSOR'S interest in said property, including the storing of liened goods for payment for a reasonable time, as well as the selling of such goods a (public or private auction for rent due, without waiving LESSOR' S right to the total rent due:

14.04 CHANGE OF LOCKS

In the event that LESSEE defaults in the payment of rent and the default continues for a period of ten (10) days after the due date of the rent, LESSOR may change the door locks to the leased premises. LESSOR shall have the right to withhold a new key from LESSEE unless LESSEE pays all delinquent rent and cures any other existing default. A new key will be provided only during the regular business hours of LESSOR.

ARTICLE XV

RIGHTS OF ENTRY RESERVED

15.01 LESSOR'S RIGHTS OF ENTRY SHALL BE AS FOLLOWS:

a. The LESSOR, by its officer, employees, agents, representative, contractors and the City of Laredo shall have the right at all reasonable times during normal business hours of LESSEE to enter upon the leased premises for the purpose of inspecting the same, for observing the performance of LESSEE of its obligations under this Agreement and for doing for any act or thing which the LESSOR may be obligated or have the right to do under this Agreement or otherwise, so long as such entry does not interfere with the daily operations of LESSEE. LESSOR shall provide LESSEE with at least one-hour notice before entering the premises unless such entry is required due to an emergency in which reasonable effort will be made to inform LESSEE prior to such entry.

b. In the event that any personal property of LESSEE shall obstruct the access of the LESSOR, its officers, employees, agents, or contractors to any of the existing or future utility, mechanical, electrical, and other systems and thus shall interfere with the inspection maintenance or repair of any such system, LESSEE shall move such property, as directed by the City or the utility company owing and furnishing the utility service, in order that the access may be had to the system or part thereof for inspection, maintenance or repair, and if LESSEE shall fail to so move such property within a reasonable period after direction from LESSOR or the utility company to do so, the ·LESSOR or utility company may' move it and the LESSEE hereby agrees to pay the cost of such moving upon demand.

c. At any time and from time to time during ordinary business hours within the six months preceding the expiration of the term of this Agreement, the LESSOR by its agents, and employees, shall have the rights to enter upon the lease premises to exhibit to prospective tenants. LESSOR shall provide LESSEE with at least one-hour notice before entering the premises unless such entry is required due to an emergency in which reasonable effort will be made to inform LESSEE prior to such entry.

d. Exercise of any of the foregoing rights as identified in Article XIV, by the LESSOR or under other rights of LESSOR shall not be or be construed to be an eviction of LESSEE nor be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.

ARTICLE XVI

LESSOR'S WARRANTIES AND COVENANTS

16.01 WARRANTY OF QUIET ENJOYMENT

The LESSOR covenants that as long as LESSEE is not in default of any provision of this Agreement, LESSEE shall and may peaceably and quietly have, hold and enjoy the leased premises during the term hereof unless sooner terminated as provided in this Agreement.

ARTICLE XVII

RULES AND REGULATIONS

From time to time the City may adopt and enforce any regulations with respect to the occupancy and use of the airport, its services and facilities, by person's vehicles, aircraft and equipment that in City' s opinion will reasonably insure the safe, efficient and economically practicable operation thereof and provide for the safety and convenience of those using the Airport, and to protect the Airport and its facilities and the public from damage or injury resulting from operations on, into and from the Airport.

LESSEE agrees to observe and obey any and all rules and regulations and all Federal, State, and Municipal rules and regulations and laws and to require its officers, agents, employees, contractors, and suppliers, to observe and obey the same.

LESSEE shall be furnished a current copy of any such rules and regulations and any amendments thereto.

ARTICLE XVIII

NON- DISCRIMINATION

In the use of the Airport under the provisions of this Agreement. LESSEE will not discriminate or permit discrimination against any person or group of persons because of race, color, or national origin or in any manner validly prohibited by Part 15 of the Federal Aviation Administration's regulations, the Federal Aid Airport Program Grant Agreements applicable to the Airport and all Federal Laws. In enforcing this provision, the City reserves the right to take whatever action it might be required or entitled to take.

This provisions is to be considered as a covenant on the part of the LESSEE, a breach of which, continuing after notice by LESSOR or cease or desist, will constitute a material breach of this Agreement and will entitle the LESSOR at its option to exercise its right of termination as provided for herein.

ARTICLE XIX

NON-EXCLUSIVITY

Nothing herein contained shall be deemed to grant to LESSEE any exclusive right or privilege within the meaning of Section·3.08 of the Federal Aviation Act for the conduct of any activity on the Airport, except that, subject to the terms and provisions hereof, LESSEE shall have the exclusive right to possession of the leased premises as defined within this lease.

ARTICLE XX

SPECIAL CONDITIONS

20.01 NATIONAL EMERGENCY

During the time of war or national emergency, the City of Laredo shall have the right to lease the Airport or any part thereof to the United States Government for military or naval use, and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be terminated.

20.02 ATTORNMENT

In the event the LESSEE'S lease with the City of Laredo is terminated, the LESSEE shall, at the request of the City, attorney to the City and this lease agreement, at the option of the City, shall continue in effect with the City as LESSOR, but the City shall be bound to the LESSEE in such circumstances only by privily of estate. The City of Laredo shall not be required to accept LESSEE'S attornment.

20.03 SUBJECT TO

This Agreement is made subject to the Constitution and laws of the State of Texas and the Charter of the City of Laredo, Texas, and, to the provisions of the Federal Aid Airport Program Grant Agreements applicable to the Airport and its operation, and the provisions of such agreements, insofar as they are applicable to the terms and provisions of this Agreement, shall be considered a part hereof to the same extent as though copied herein at length,

ARTICLE XXI

MISCELLANEOUS PROVISIONS

21.01 NON-AUTHORIZED USES PROHIBITED

Lessee shall not use or permit the use of the leased premises or any part thereof for any purpose or use other than those authorized by this Agreement.

21.02 TEXAS LAW APPLICABLE

This Agreement shall be performable and enforceable in Laredo, Webb County, Texas, and shall be construed in accordance with the laws of the State of Texas.

21.03 BENEFIT OF LESSOR AND LESSEE ONLY

This Agreement is made for the sole and exclusive benefit of the LESSOR and LESSEE, their successors and assigns, and is not made for the benefit of any third party,

A. All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, and its legal representatives, successors and assigns.

B. This Agreement shall not become effective until the same has been fully and properly executed by both parties hereto.

C. The titles of the several articles of this Agreement are inserted herein for convenience only and are not intended and shall not b9 construed to affect in any manner the terms and provisions hereof or the interpretation or construction on thereof.

21.07 NO PARTNERSHIP OR JOINT VENTURE

The relationship between LESSOR and LESSEE at all times shall remain solely that of landlord and tenant and shall not be deemed a partnership or joint venture. LESSOR shall

-not have or ·be, construed to have any responsibility or liability for any work, acts, or omissions of LESSEE, its agents, employees, tenants, sublessee, guest, invitee or customers. LESSEE shall not have or be construed to have any responsibility or liability for any work, acts, or omissions of LESSOR, its agents, employees, tenants, successors in interest, guest, invitee or customers.

21.08 PRIOR AGREEMENTS

This Agreement constitutes the sole and only agreement of the parties to the lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of the lease.

21.09 AMENDMENT

No amendment, modification or alteration of the terms of this lease shall be binding unless it is in writing, dated subsequent to the date of this lease, and duly executed by the parties to this lease and subject to City Council approval.

21.10 ATTORNEY'S FEES AND COSTS

If as a result of a breach of this Agreement by LESSEE, LESSOR employs an attorney or attorneys to enforce its rights under this lease, then the LESSEE agrees to pay the LESSOR the reasonable attorney's fees and costs incurred to enforce this lease.

21.11 TIME OF ESSENCE

Time is of the essence of this Agreement

21.12 CONTRACT AMBIGUITY

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did nor did not author same.

21.13 PREPARATION OF LEASE

The parties hereto expressly agree and stipulate that there shall not be a presumption that this lease shall be construed more strongly against the party drafting this lease or any paragraph, clause or provision hereof.

21.14 INDEMNITY AGAINST TOXIC WASTE CLEANUP

All operations by LESSEE shall be in strict compliance with all state, local and federal laws, ordinances and regulations applicable to the business of LESSEE, and in particular those applicable to the storage and dispensing of fuels, oxygen, or other hazardous or toxic chemicals or substances handled, stored or dispensed by LESSEE. LESSEE agrees to hold LESSOR completely harmless from, and to fully indemnify LESSOR against, all fines, claims, costs and damages (including attorney's fees) relating to, or arising out of LESSEE' S use of the leased premises, including those arising by reason of spillage, leakage, escape or contamination of any fuel, oxygen, chemical or substance from or upon the premises, including also the cost of removing same and returning the premises to a clean and healthful condition. LESSEE has no obligation to indemnify LESSOR for any toxic waste cleanup that does not result from LESSEE'S own actions.

ARTICLE XXII

NOTICES

All notices, demands or requests from one party to another may be personally delivered or sent by mail, certified, postage prepaid, to the addresses stated in this section and shall be deemed to have been given at the time of personal delivery or at the time of mailing.

All payments notices, demands or requests from LESSEE to LESSOR shall be given or mailed to LESSOR at:

Office of the Airport Director

Laredo International Airport

5210 Bob Bullock Loop

Laredo, Texas 78041

All notices demands or requests from LESSOR to LESSEE shall be given or mailed to LESSEE at:

I35 Church

1720 E Hillside

Laredo, Texas 78041

ARTICLE XXIII

FEDERAL PROVISIONS

23.01 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:

Further, LESSEE will keep and maintain the leased area in a clean and healthful condition and comply with the laws, ordinances, orders, rules and regulations (State, Federal, Municipal and other agencies or bodies having any jurisdiction hereof) with reference to use, conditions, or occupancy of the leased area.

23.02 OUTSIDE STORAGE PROHIBITED:

Storage of vehicles, equipment, supplies, or any other items outside of the leased building(s) is prohibited.

23.03 FIRE CLAUSE:

Should the leased area be destroyed by fire or casualty to the extent that it is no longer reasonably appropriate for LESSEE'S use and occupancy of said premises, LESSEE shall have the option of cancelling this lease upon written notice to LESSOR within thirty (30) days of the date the premises are rendered untenantable or restoring said leased area in a reasonable, sufficient, and timely manner at LESSEE'S sole cost and expense, in which case this lease shall continue in accordance with all of its terms and conditions. Failure of LESSEE to give notice of cancellation within said thirty (30) day period shall mean that the LESSEE exercises its option to continue the lease in force and effect. Rental during the period that the premises are being restored hereunder shall be abated.

23.04 GARBAGE STORAGE AND DISPOSAL:

LESSEE agrees to store all accumulated garbage in a neat and clean manner, as an essential element of its responsibilities for neatness of the premises, and agrees to comply with all rules and ordinances of the City and state regarding it storage and disposal.

23.05 IMPROVEMENTS VESTED IN LESSOR:

The parties agree that the obligation and promises of LESSEE, as expressed herein, to make repairs and improvements and maintain the leased premises is a part of the total consideration for this lease agreement. Therefore, all right, title, and interest in and to said repairs or improvements shall at all times herein be vested in LESSOR, subject only to the right of LESSEE to the use and possession of said building and improvements during this

lease plus any extensions hereof a provided in said lease so long as LESSEE is not in default of any of the terms of this agreement. It shall be the obligation of LESSEE to maintain and repair the said leased area and improvements during the term of this lease or any extension thereof. Upon te1mination, interest in and to the said repairs or improvements shall remain vested in LESSOR, and LESSEE shall not have any further rights therein nor be entitled to any reimbursement by reason of LESSEE'S maintenance, improvements, repair or use of said leased area.

23.06 SUBORDINATION OF LEASE:

This lease shall be subordinated to the provisions of any existing or future agreement between LESSOR and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport.

It is expressly understood and agreed that this lease is subject to and subordinate to and controlled by provisions, stipulations, covenants and agreements contained in those certain contracts, agreements, resolutions and actions of the City of Laredo, Texas, constituting agreements between the City and United States of America and its agents including but not limited, to the Federal Aviation Administration (FAA) and all regulations now and hereafter imposed upon the City and that the LESSOR shall not be liable to LESSEE on account of any of the foregoing matters and all of such contracts, agreements, resolutions and regulations are incorporated herein by reference, and if any provision of this lease is determined to be a variance with same, such provision is unilaterally reformable at LESSOR'S option.

The parties agree that as of the date of execution of this contract there exists no provisions, stipulations, covenants, or agreements which would prohibit LESSEE from using the leased premises for the purpose set forth in Paragraph 1.1O; titled “Use and Use Conflict” in this agreement.

23.07 NATIONAL EMERGENCY:

During the time of war and national emergency, LESSOR shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of such lease to the Government, shall be suspended.

23.08 AIRPORT HAZARD:

The LESSEE and its agents, servants, employees, successors and assigns, will not make or permit any use of the property which would interfere with landing or taking off of aircraft at the Airport, or otherwise constitute an airport hazard. This includes such items as electrical or electronic equipment, creation of smoke or dust or glaring or misleading lights.

23.09 NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION:

The LESSEE and its successors and assigns agree to complete an FAA Form 7460- 1, “Notice of Proposed Construction or Alteration”, and receive a favorable determination form FAA prior to any construction on the property.

23.10 AERIAL APPROACHES:

LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LESEE from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the LESSOR, would limit the usefulness of the Airport or constitute a hazard to aircraft.

23.11 AIRPORT SECURITY:

LESSEE covenants and agrees that it will at all times maintain the integrity of the Airport Security Plan and TSR Part 1542, as amended from time to time. Should LESSEE, through a negligent act of its own, allow access to the Security Identification Display Area to an unauthorized person or persons, and LESSOR should be cited a civil penalty for the LESSEE'S beach of security, LESSEE shall reimburse LESSOR for any monetary civil penalty which may be imposed upon LESSOR by the Transportation Security Administration.

23.13 PREMISES LEASED "AS IS":

Premises are leased AS IS and there is no expressed or implied warranty on the condition or suitability of the building.

23.14 PROVISIONS:

Any provision in this Lease which proves to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and the remainder of this Lease shall remain in full force and effect.

23.15 AGREEMENT:

This Agreement consists of Article I through IV and Exhibit A. It constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by the LESSOR and LESSEE. LESSEE agrees that no representations or grant of rights or privileges shall be binding upon the LESSOR unless expressed in writing in this Agreement.

EXECUTED ON THIS _____ DAY OF _____, 2025.

CITY OF LAREDO
a municipal corporation

By: _____
JOSEPH NEEB
CITY MANAGER

ATTEST:

_____
MARIO I. MALDONADO, JR
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

I35 CHURCH

BY:_____
HUGO CHAPPARO
OWNER

ORDINANCE NO. 2025-O-53

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF LAREDO AND I35 CHURCH FOR A PROPERTY LOCATED AT 1720 E HILLSIDE, LAREDO, TEXAS 78041, LEGALLY DESCRIBED AS A BUILDING #2075 FOR APPROXIMATELY 8,184 SQUARE FEET. LEASE TERM SHALL BE FOR FIVE (5) YEARS COMMENCING ON APRIL 1, 2025. TENANT IS HEREBY GRANTED TWO (2) OPTIONS TO EXTEND THIS LEASE FOR AN ADDITIONAL FIVE (5) YEARS PER OPTION UPON MUTUAL WRITTEN AGREEMENT BETWEEN PARTIES. THE MONTHLY RENT SHALL BE $5,000 AND WILL BE ADJUSTED ANNUALLY ACCORDING TO CHANGES IN THE CONSUMER PRICE INDEX (CPI); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Director recommends that the Mayor and City Council to authorize the City Manager to enter into a lease agreement between the City of Laredo, as LESSOR, and I35 Church, LESSEE, for a property located at 1720 E. Hillside, Laredo, Texas 78041, legally described as a building #2075 for approximately 8,184 square feet. Lease term shall be for five (5) years commencing on April 1, 2025. Tenant is hereby granted two (2) options to extend this lease for an additional five (5) years per option upon mutual written agreement between parties. The monthly rent shall be $5,000 and will be adjusted annually according to changes in the consumer price index (CPI); providing for severability; and providing for an effective date.

WHEREAS, the Mayor and City Council of the City of Laredo having heard the recommendations of the Airport Director agrees with same.

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

Section 1: The Mayor and City Council be hereby Authorize the City Manager to execute a lease agreement between the City of Laredo, as LESSOR, and I35 Church, LESSEE, for a property located at 1720 E. Hillside, Laredo, Texas 78041, legally described as a building #2075 for approximately 8,184 square feet. Lease term shall be for five (5) years commencing on April 1, 2025. Tenant is hereby granted two (2) options to extend this lease for an additional five (5) years per option upon mutual written agreement between parties. The monthly rent shall be $5,000 and will be adjusted annually according to changes in the consumer price index (CPI); providing for severability; and providing for an effective date.

Section 2: This Ordinance shall become effective upon passage hereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE ____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

BY: _____
MARIO I. MALDONADO, JR
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 3/17/2025 **Final Readings 7.**

SUBJECT
An ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 5.9 acres, as further described by metes and bounds in attached Exhibit A, located north of Wormser Road and west of Cuatro Vientos Road, from R-1A (Single Family Reduced Area District) to B-1 (Limited Business District).

ZC-005-2025
District I

Council District: District 1 **Zone Case:** ZC-005-2025

Letters sent to property owners: 66

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 a 5 to 0 vote recommended denial of the zone change.

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

City Council-Regular Meeting

Date: 03/17/2025

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: 4V Holdings, Ltd., Owner; Porras Nance Engineering, Applicant/Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Ordinance 2025-O-51 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 5.9 acres, as further described by metes and bounds in attached Exhibit A, located north of Wormser Road and west of Cuatro Vientos Road, from R-1A (Single Family Reduced Area District) to B-1 (Limited Business District).

ZC-005-2025
District I

PREVIOUS COUNCIL ACTION

- On March 3, 2025, the item was introduced by City Council.
- On February 18, 2025, the item was tabled by City Council.

BACKGROUND

Council District: I - Cm. Gilbert Gonzalez

Proposed use: Originally, the proposed use was for warehouse/storage (inside). As per the applicant, the usage of the warehouse was for the owner's personal use of storing equipment. However, the applicant has amended the proposed use to mini-storage/warehouse.

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is single family reduced residential uses, Yvonne Ramirez Court, Calle Alta Court, and United South 9th Grade Campus. To the east of the site is vacant undeveloped land and Cuatro Vientos Road. To the south of the site is Wormser Road, vacant land, and single family reduced residential uses. To the west of the site is Wormser Road and single family reduced 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 does not identify Mexican Avenue or Wormser Road.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 66 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 5 to 0 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 abutting Wormser Road. There is lack of clarity on the access of Wormser Road since it has been barricaded for the past three (3) years.
2. Wormser Road is barricaded and the future access of the road is uncertain.
3. There is a utility easement for overhead AEP powerlines. The exact dimensions will be identified in the platting process. However, the remaining area is a considerable buildable area.

General Comments:

1. 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.
2. Any use allowed under the current zone or proposed zone change is required to abide by all relevant municipal codes.

*** At the time of the Planning and Zoning Commission meeting, Staff initially did not support the proposed zone change of a B-4 zoning district. However, the applicant amended the application to a B-3 zoning district and then decided to amend the application again to a B-1 (Limited Business District).

Staff **does not support** the application.

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 primary land use surrounding the site is single family residential uses.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes. The B-1 zoning district will create an isolated zoning district.

Will change adversely influence living conditions in the neighborhood?
Possibly.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
No. The existing zone does not allow for warehouse/storage (inside) as intended by the applicant.

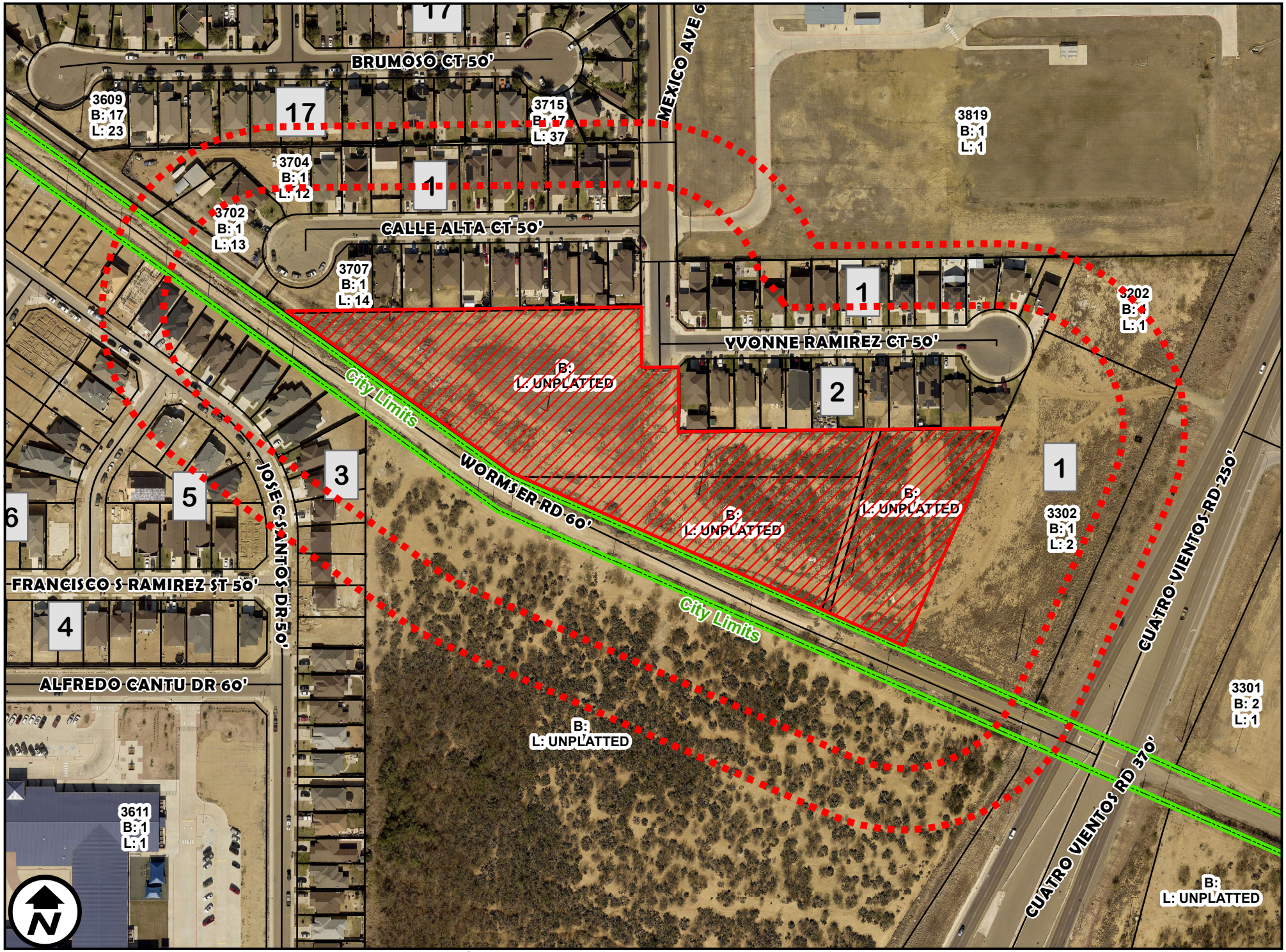
Attachments:

Maps

Survey, Metes, & Bounds

Zone Change Signage

Final Ordinance

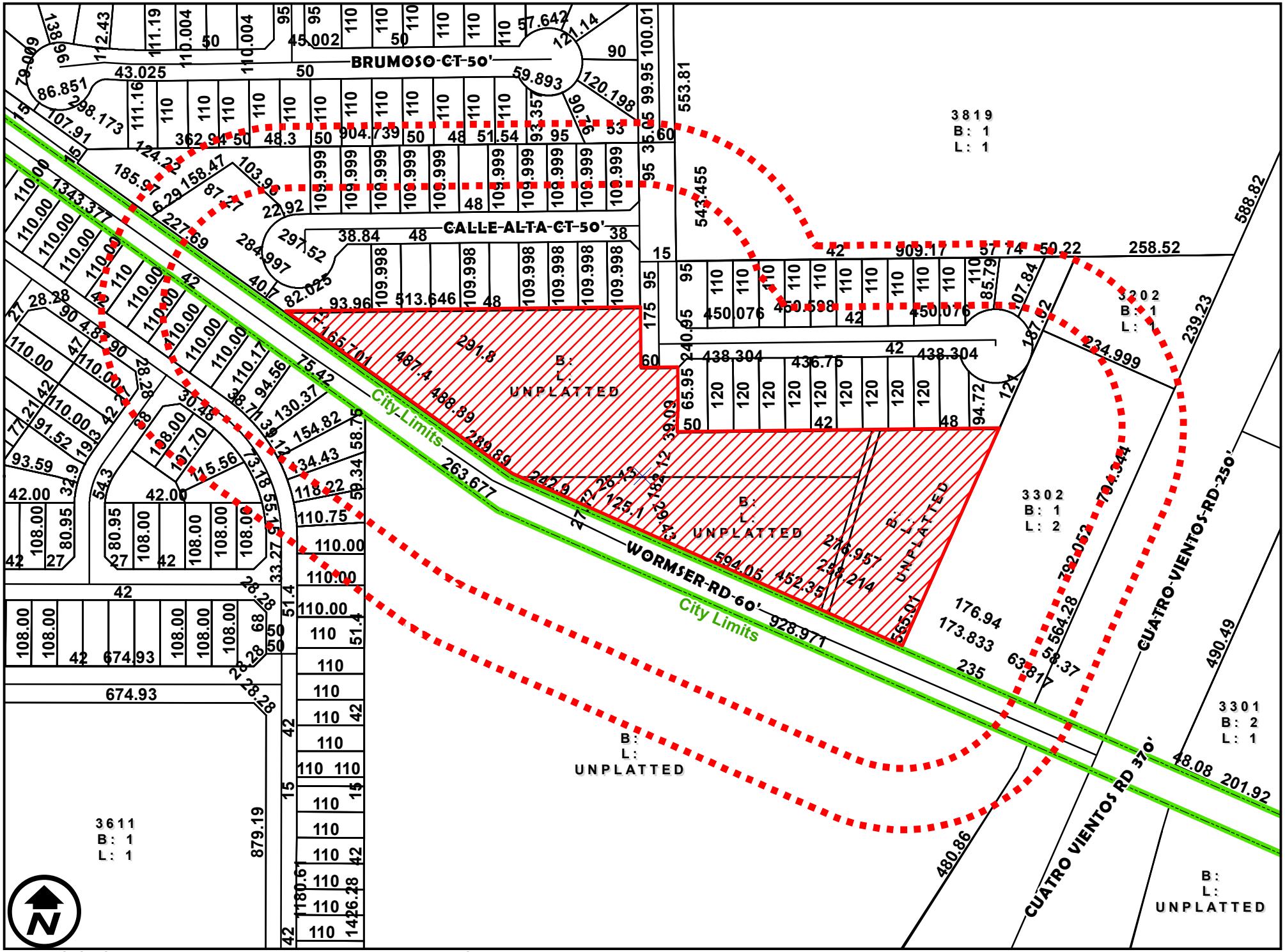


AERIAL MAP

1 inch = 200 feet

ZC-005-2025
COUNCIL DISTRICT 1
NORTH OF WORMSER ROAD AND WEST OF CUATRO VIENTOS ROAD

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)

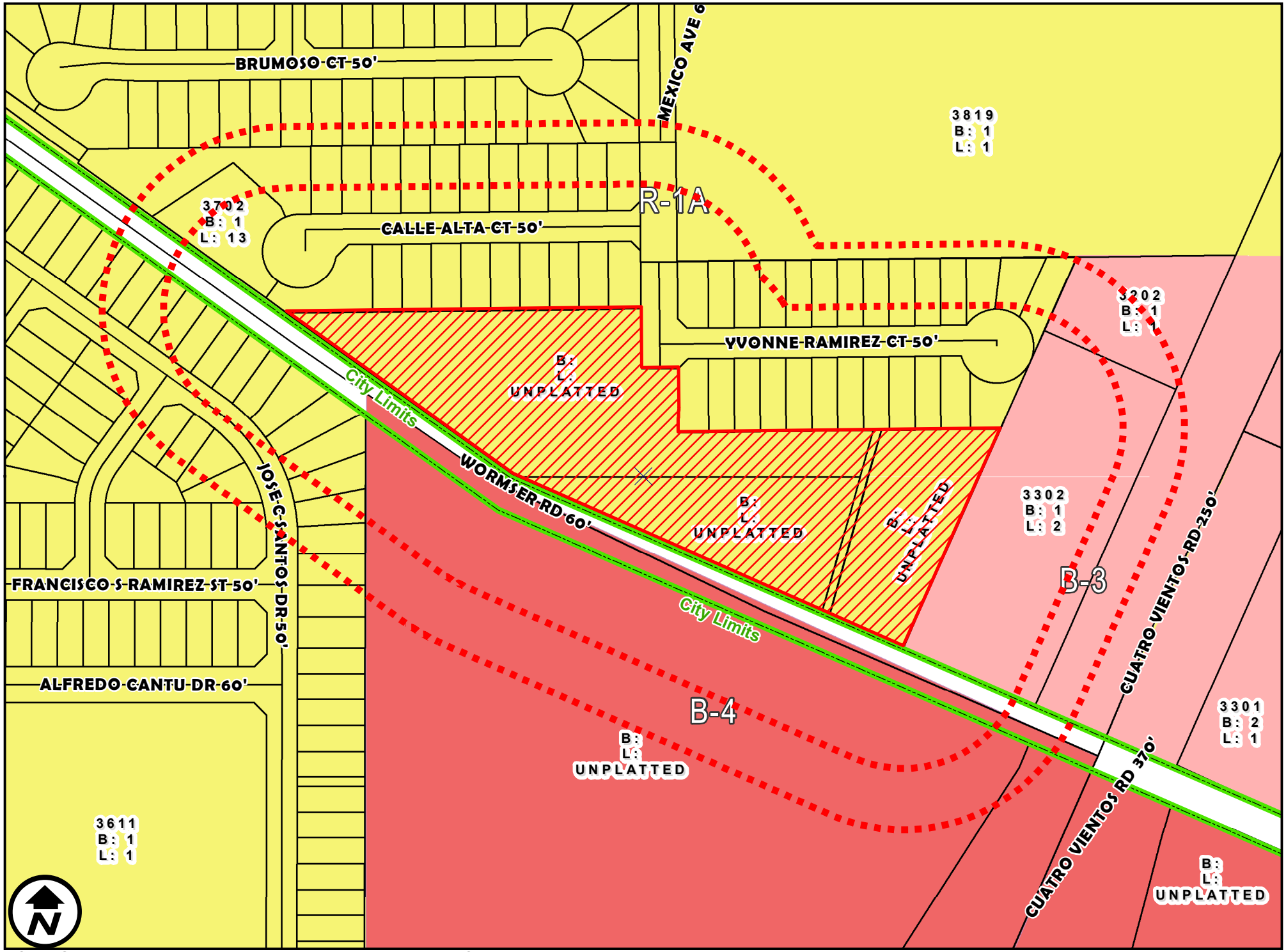


DIMENSIONS MAP

1 inch = 200 feet

ZC-005-2025
COUNCIL DISTRICT 1
NORTH OF WORMSER ROAD AND WEST OF CUATRO VIENTOS ROAD

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)

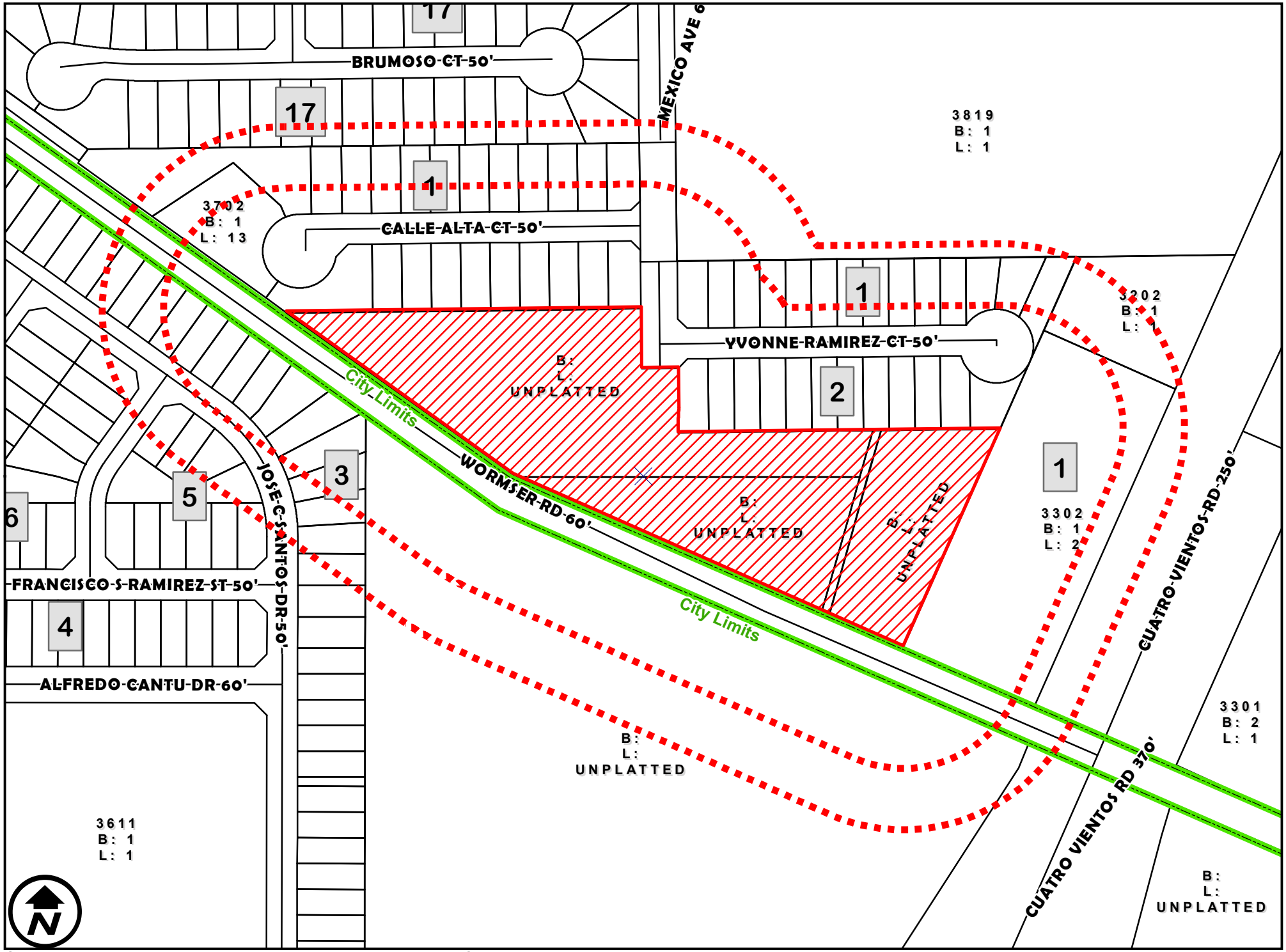


ZONING MAP

1 inch = 200 feet

ZC-005-2025
COUNCIL DISTRICT 1
NORTH OF WORMSER ROAD AND WEST OF CUATRO VIENTOS ROAD

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)

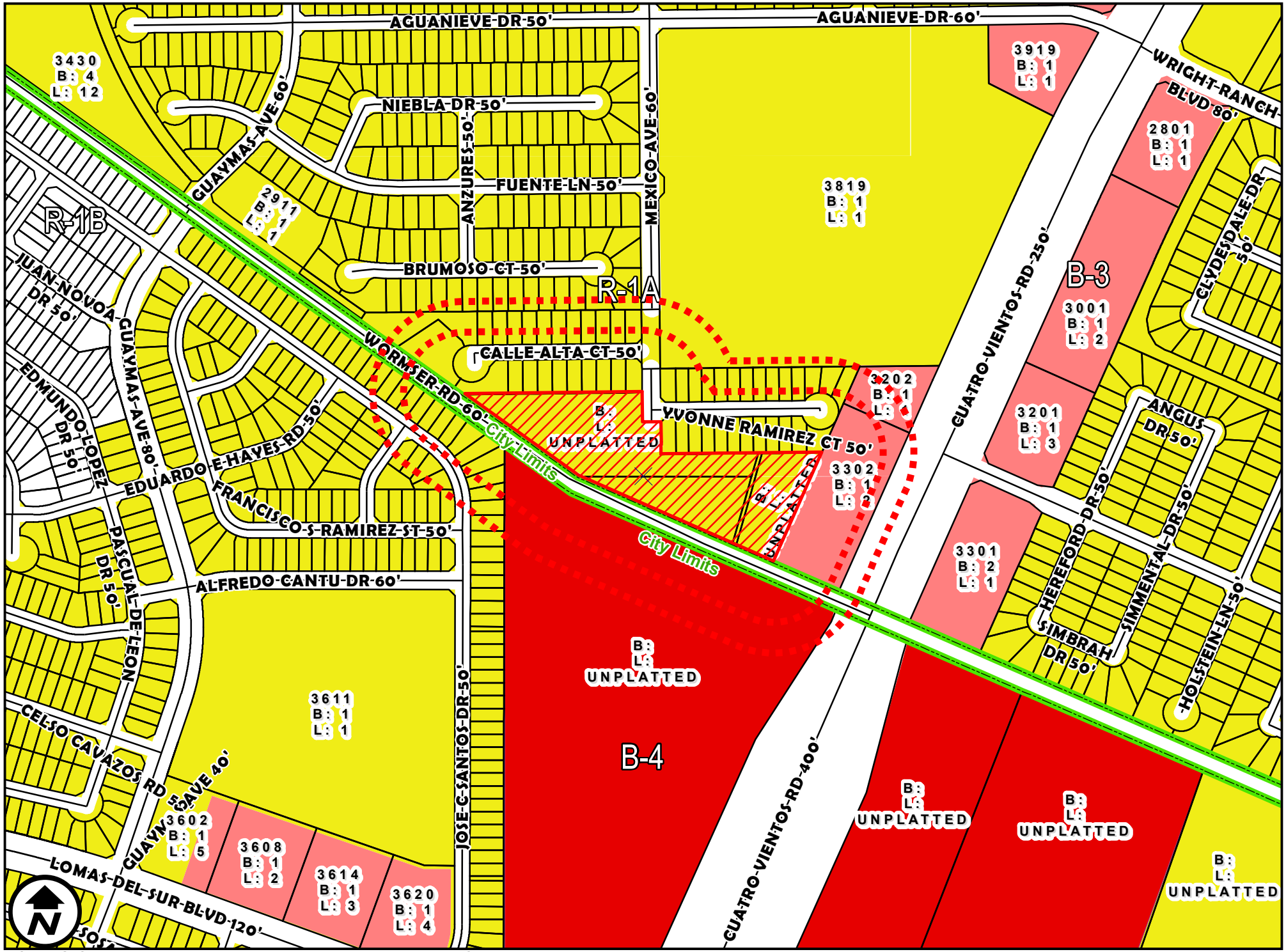


SURVEY MAP

1 inch = 200 feet

ZC-005-2025
COUNCIL DISTRICT 1
NORTH OF WORMSER ROAD AND WEST OF CUATRO VIENTOS ROAD

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)

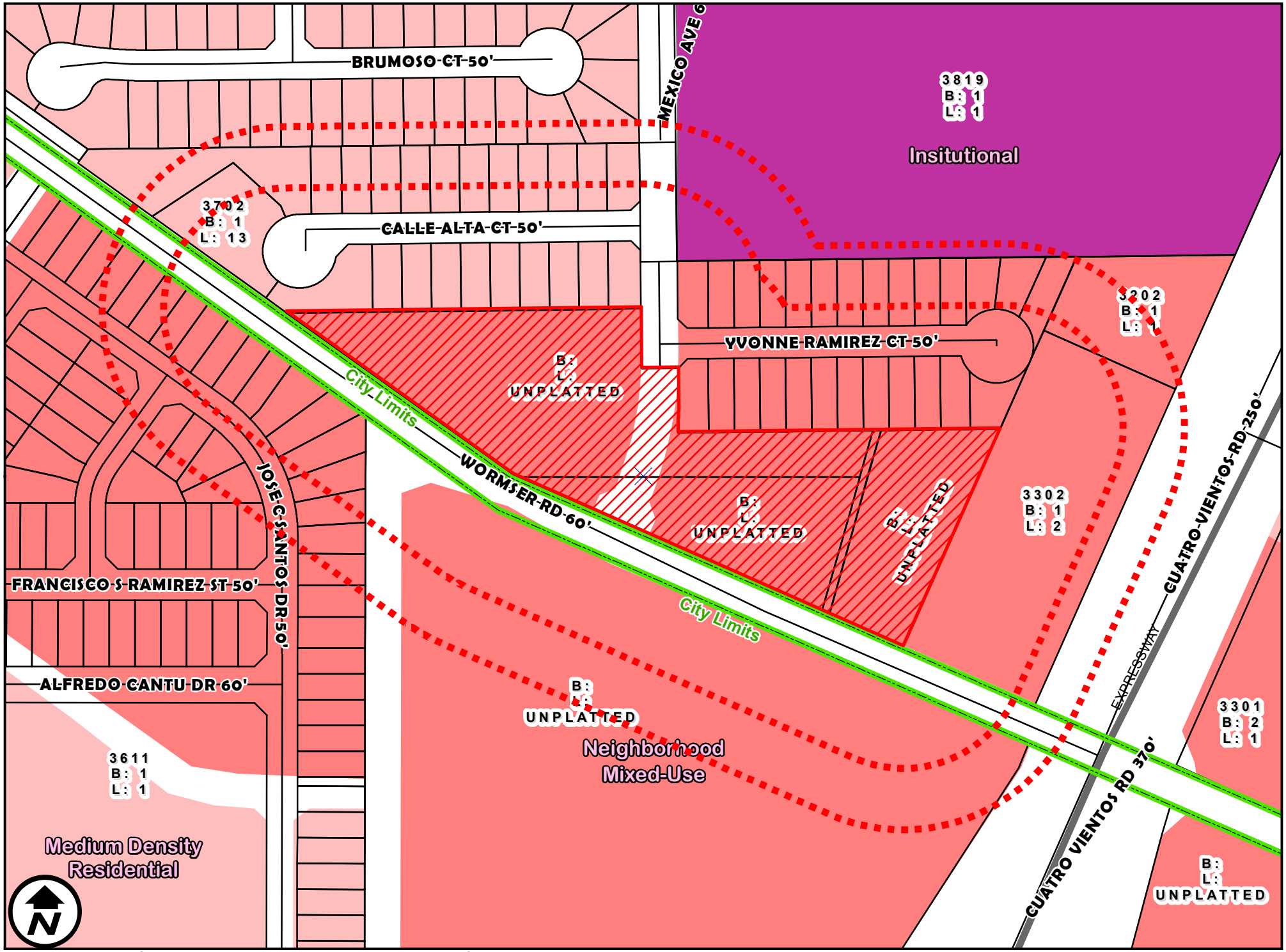


ZONING OVERVIEW

1 inch = 400 feet

ZC-005-2025
COUNCIL DISTRICT 1
NORTH OF WORMSER ROAD AND WEST OF CUATRO VIENTOS ROAD

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
B-3 (COMMUNITY BUSINESS DISTRICT)

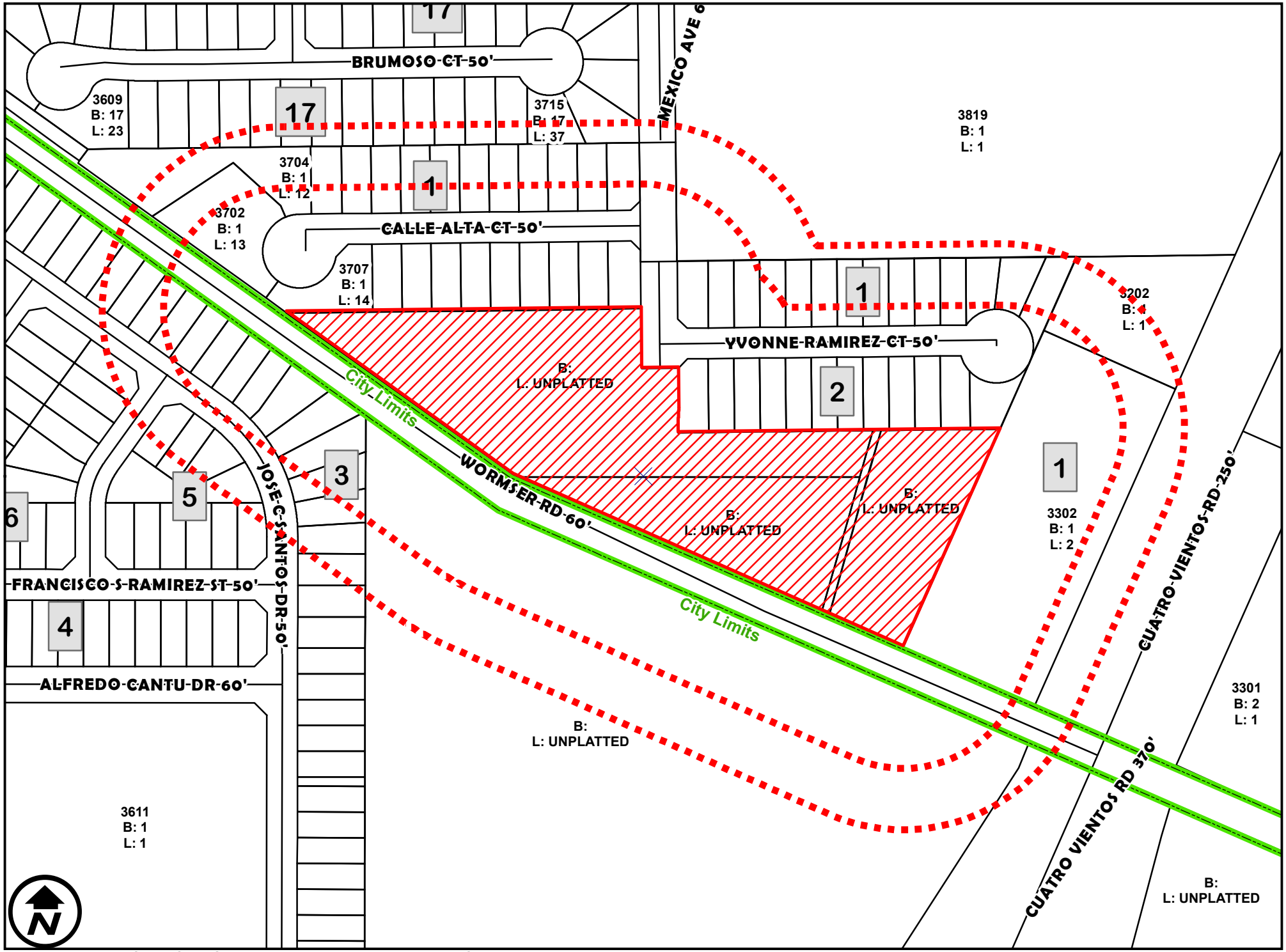


FUTURE LANDUSE

1 inch = 200 feet

ZC-005-2025
COUNCIL DISTRICT 1
NORTH OF WORMSER ROAD AND WEST OF CUATRO VIENTOS ROAD

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)



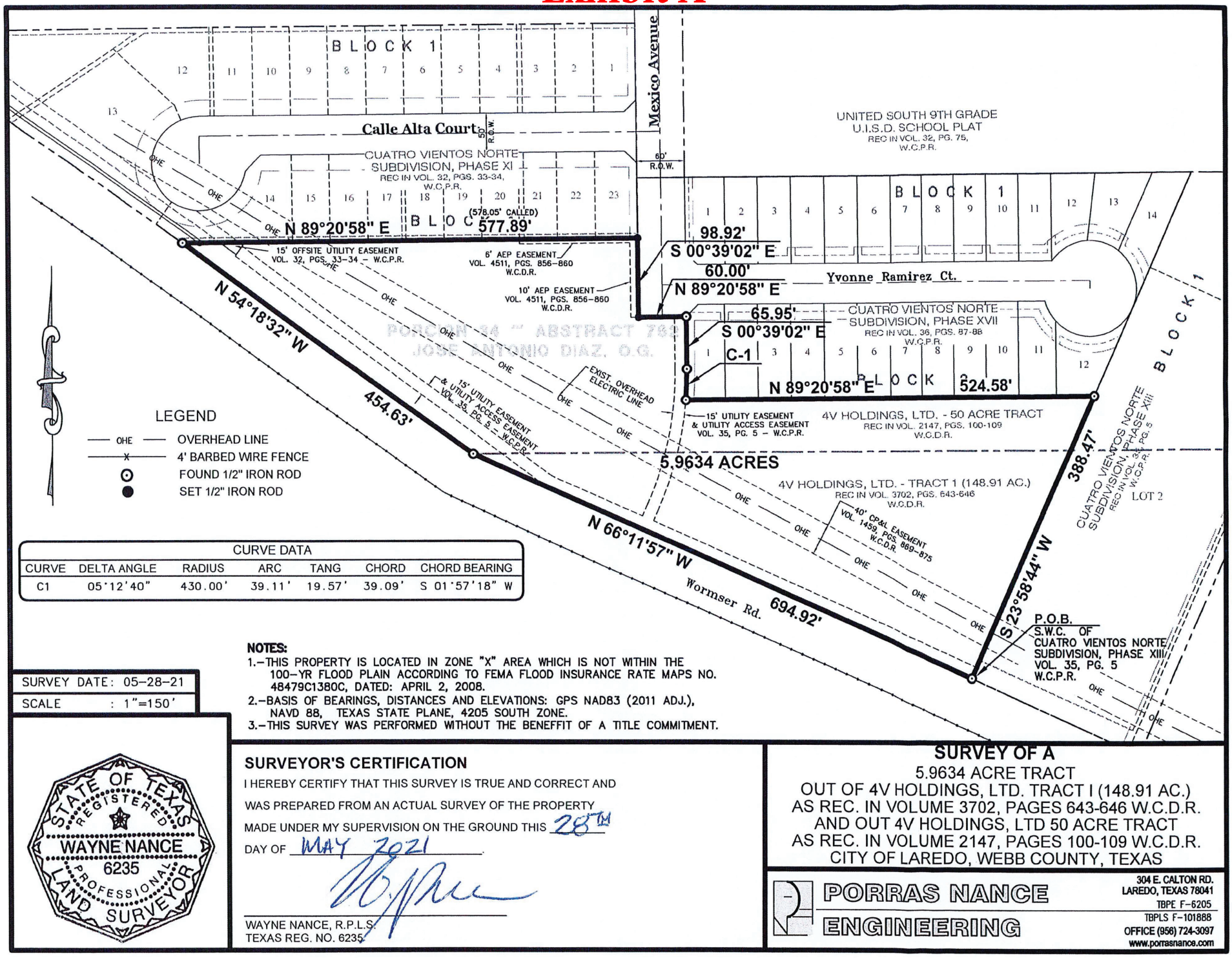
200' AND 300' NOTIFICATION

1 inch = 200 feet

ZC-005-2025
COUNCIL DISTRICT 1
NORTH OF WORMSER ROAD AND WEST OF CUATRO VIENTOS ROAD

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)

Exhibit A



CURVE DATA						
CURVE	DELTA ANGLE	RADIUS	ARC	TANG	CHORD	CHORD BEARING
C1	05°12'40"	430.00'	39.11'	19.57'	39.09'	S 01°57'18" W

NOTES:

1.–THIS PROPERTY IS LOCATED IN ZONE "X" AREA WHICH IS NOT WITHIN THE 100–YR FLOOD PLAIN ACCORDING TO FEMA FLOOD INSURANCE RATE MAPS NO. 48479C1380C, DATED: APRIL 2, 2008.

2.–BASIS OF BEARINGS, DISTANCES AND ELEVATIONS: GPS NAD83 (2011 ADJ.), NAVD 88, TEXAS STATE PLANE, 4205 SOUTH ZONE.

3.–THIS SURVEY WAS PERFORMED WITHOUT THE BENEFFIT OF A TITLE COMMITMENT.

SURVEY DATE: 05–28–21

SCALE : 1"=150'

STATE OF TEXAS REGISTERED WAYNE NANCE 6235 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 UNDER MY SUPERVISION ON THE GROUND THIS 28TH DAY OF MAY 2021.

WAYNE NANCE, R.P.L.S.
TEXAS REG. NO. 6235

SURVEY OF A

5.9634 ACRE TRACT
OUT OF 4V HOLDINGS, LTD. TRACT I (148.91 AC.)
AS REC. IN VOLUME 3702, PAGES 643-646 W.C.D.R.
AND OUT 4V HOLDINGS, LTD 50 ACRE TRACT
AS REC. IN VOLUME 2147, PAGES 100-109 W.C.D.R.
CITY OF LAREDO, WEBB COUNTY, TEXAS

PORRAS NANCE ENGINEERING
304 E. CALTON RD.
LAREDO, TEXAS 78041
TBPE F-6205
TBPLS F-101888
OFFICE (956) 724-3097
www.porrasnance.com

5.9634 ACRE TRACT
Being out and part of
Porcion 34 ~ Abstract 760 ~ Jose Antonio Diaz, Original Grantee
Within the limits of the
City of Laredo, Webb County, Texas

Being a tract of land found to contain 5.9634 acres, more or less, situated in Porcion 34, Abstract 762, Jose Antonio Diaz, Original Grantee, within the City Limits of Laredo and Webb County, Texas, out and part of 4V Holdings, Ltd. Tract I (148.91 Ac.) as recorded in Volume 3702, Pages 643-646 of the Webb County Deed Records and out of 4V Holdings, Ltd. 50 Acre tract as recorded in Volume 2147, Pages 100-109 of the Webb County Deed; and more particularly described by metes and bounds as follows:

BEGINNING at a found ½" iron rod for the Southwest corner of Cuatro Vientos Norte Subdivision, Phase XIII as Recorded in Volume 35, Page 5 of the Webb County Plat Records, being the Southeast corner of the herein described tract and the **POINT OF BEGINNING;**

THENCE along the Southerly Boundary line of the herein described tract, as follows:

North 66°11'57" West, 694.92 Feet, to a found ½" iron rod for an exterior deflection corner to the right of this tract;

North 54°18'32" West, 454.63 Feet, to a found ½" iron rod for the Southwest corner of Cuatro Vientos Norte Subdivision, Phase XI, as recorded in Volume 32, Pages 33-34 of the Webb County Plat Records, also being the Northwest corner of this tract;

THENCE along the Northerly Boundary line of the herein described tract, as follows:

North 89°20'58" East, 577.89 Feet (578.05' called), along the South boundary line of said Phase XI, to a set ½" iron rod for the Southeast corner of same Phase XI, a point on the Westerly boundary line of Cuatro Vientos Norte Subdivision, Phase XVII, as Recorded in Volume 36, Pages 87-88 of the Webb County Plat Records and an exterior deflection corner to the right of this tract;

South 00°39'02" East, 98.92 Feet, along the common boundary line with said Phase XVII, to a set ½" iron rod for an interior deflection corner to the left of this tract;

North 89°20'58" East, 60.00 Feet, continuing along the common boundary line with said Phase XVII, to a found ½" iron rod for an exterior deflection corner to the right of this tract;

South 00°39'02" East, 65.95 Feet, continuing along the common boundary line with said Phase XVII, to a found ½" iron rod for a point of curvature to the right of this tract

A curvilinear distance of 39.11 feet, with said curve having the following characteristics: Central Angle=05°12'40", R=430.00 feet, CL=39.11 feet, TAN=19.57 feet, CHD=39.09 feet, CHD. Bearing = S 01°57'18" W, to a found ½" iron rod for the end of this curve and an interior deflection corner to the left of this tract;

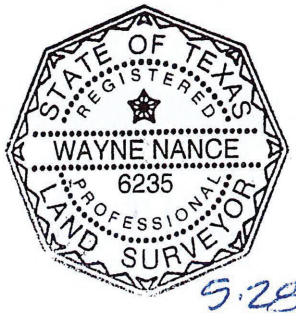
North 89°20'58" East, 524.58 Feet, continuing along the common boundary line with said Phase XVII, to a found ½" iron rod for the Southeast corner of same Phase XVII, a point on the Westerly boundary line of aforesaid Phase XIII and the Northeast corner of this tract;

THENCE South 23°58'44" West, 388.47 feet, along the common boundary line with said Phase XIII, to the Southwest corner of same Phase XIII, the Southeast corner of the herein described tract and the **POINT OF BEGINNING.**

Basis of Bearings:
GPS NAD 83 (2011 Adj.), Texas State Plane, 4205 South Zone

I, Wayne Nance, the undersigned Registered Professional Land Surveyor, Number 6235, do hereby certify that the metes and bounds description shown hereon is true and correct to my best knowledge and belief and that it was prepared from an actual survey made on the ground and from office records available, without the benefit of a complete title examination report.

Witness my Hand and Seal



5.28.21

Wayne Nance, R.P.L.S


NO
DUMPING
ZONE CHANGE

ORDINANCE NO. 2025-O-51

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 5.9 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT A, LOCATED NORTH OF WORMSER ROAD AND WEST OF CUATRO VIENTOS ROAD, FROM R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO B-1 (LIMITED BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on approximately 5.9 acres, as further described by metes and bounds in attached Exhibit A, located north of Wormser Road and west of Cuatro Vientos Road, from R-1A (Single Family Reduced Area 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 November 21, 2024; 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 February 18, 2025 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 approximately 5.9 acres, as further described by metes and bounds in attached Exhibit A, located north of Wormser Road and west of Cuatro Vientos Road, from R-1A (Single Family Reduced Area 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 _____, 2025.

_____
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: 3/17/2025 **Resolution 8.**

SUBJECT
Authorizing the City Manager or their designee to execute Advanced Funding Agreement (AFA) No. CSJ-0922-33-226 with the Texas Department of Transportation in the amount of $1,250,000.00 including federal participation in the amount of $1,000,000.00 and an estimated local participation in the amount of $47,500.00 including 100% of overruns for the city improvements to and construction of sidewalks, curb and gutter, cross-surface materials, pavement markings, lighting, landscaping and select utility relocation along Salinas Avenue between Iturbide Street and Water Street. In addition, an estimated direct state cost of $50,000.00 for general administration is included in the AFA No. CSJ -0922-33-226. The required local match is funded from the City of Laredo Tax Increment Reinvestment Zone No. 1.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND

The Tax Increment Reinvestment Zone (TIRZ) No. 1 has submitted the application for Transportation Alternatives Set-Aside (TASA) funding consideration for the Downtown Safe Sidewalk Improvements project through the Metropolitan Planning Organization (MPO) FY 2022 TASA Call for Projects. The project was selected for funding by the MPO Policy Committee on February 15, 2023. The TIRZ No. 1 requested the City of Laredo to serve as the local government sponsor for the project. Matching funds will be allocated from the TIRZ No. 1 budget.

COMMITTEE RECOMMENDATION
Approved by TIRZ No. 1 on Tuesday, January 14, 2025.

STAFF RECOMMENDATION
Staff recommends the approval of this resolution.

Fiscal Impact

Fiscal Year:	2024-2025
Budgeted Y/N?:	Y
Source of Funds:	2024A C.O.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

N/A

Project CSJ: 0922-33-226
LG Name: City of Laredo
LG Texas ID No. (TIN): 618150460
District: Laredo
Project Name: Downtown Safe Sidewalk Improveme

Oversight Level Special Approval
Part A - LG Qualifications Statement

(Local Government Agency management of project development process elements)

Local government (LG) agencies may manage elements of the project development process (environmental, right-of-way acquisition, utility relocation, design/bid document preparation, letting and award, and construction/project close-out) with written TxDOT approval. This approval is typically provided by language in the Advance Funding Agreement executed by TxDOT and the local government agency. Part A (pages 1-4) of this form is required to be completed by LG personnel. Upon receipt of completed Part A, the TxDOT district will evaluate the LG's capabilities to manage one or more elements of a project using Part B (pages 5-8) for recommendation to the TxDOT's Deputy Executive Director.

Describe the following items for the proposed project or program	
Project limits, type of work and any significant elements	The project scope includes improvements to and reconstruction of sidewalks, curb and gutter, cross-surface materials,pavement markings, lighting, landscaping, limited and select utility relocation with a purpose to improve pedestrian and non-motorized users safety and accessibility in downtown Laredo. The scope includes limited and select utility relocation to accommodate improvements and any user accessibility requirements. The project includes portions of Salinas Ave. between Water St. and Iturbide St. in downtown Laredo.
Preliminary estimated project costs	$1,621,300
Anticipated funding sources	FHWA 80 % TxDOT _____ % Local 20 %

LG proposes to manage the following activities for this project	To be performed by LG with its own staff?	To be performed by consultant under contract with LG?
Environmental	No	No
Right-of-way acquisition	No	No
Utility relocation	No	No
Design and bid document preparation	No	Yes
Letting and award	Yes	No
Construction oversight, inspection, documentation and project close-out	Yes	No
Other_____	No	No
Other_____	No	No

Describe LG's approach to performing the proposed management services for this project

Pursuant to a Development Agreement between City of Laredo (LG) and Tax Increment Reinvestment Zone #1 (TIRZ#1), effective September 23, 2021, the City of Laredo serves as fiscal and purchasing agent, and project manager to undertake TIRZ#1 approved projects.

The LG collaborates and coordinates with the TIRZ#1 Board of Directors and consultants under contract, on a regular monthly basis, to:
1) Develop the preliminary design and planning documents
2) Provide public and stakeholder engagement (including impacted property owners)
3) Coordinate planning and implementation efforts with the City of Laredo affected departments
4) Coordinate with utility service providers and property owners
5) Develop construction documents and drawings
6) Develop project time and schedule and project close-out
7) Implement overall project progress monitoring and oversight, inspections, and reporting. Progress reporting will include the LG City Council, TIRZ#1 Board, TxDOT, Metropolitan Planning Organization (MPO) - as may be required.

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Project CSJ: 0922-33-226
LG Name: City of Laredo
LG Texas ID No. (TIN): 618150460
District: Laredo
Project Name: Downtown Safe Sidewalk Improveme

In evaluating a LG request to manage elements of the project development process for projects on the State Highway System or which include TxDOT and/or FHWA funding, 43 TAC §15.52 requires TxDOT to consider six criteria. The LG is to provide information requested in Items 1 and 2 below. TxDOT district personnel will complete information on the remainder of the evaluation criteria in Part B (pages 5-8).

1. Previous experience of the LG in performing the type of work proposed

Attach an audited financial statement of Local Government Agency for most recent fiscal year. **If TxDOT already has a copy of a Single Audit report or other audited financial statement for a recent year, insert the fiscal year in the box to the right (submittal of an additional audit is not required).**	FY 2023

Please provide information on up to two similar, completed projects managed or performed by the LG in the past 5 years.

PROJECT A

Name of previously completed project	Upper Zacate Hike and Bike Trail CSJ 0922-33-170			
Describe type of work	Scope of Work: Limits: Fenwick Dr. to Del Mar Blvd. Construct 10' Wide Concrete Shared used path for an approximate length of 9,940 LF (1.81 Miles). Construct Two (2) Concrete Box Culverts Install High-Intensity Activated Crosswalk (HAWK) Beacon The work includes, but is not limited to site clearing, rough grading, excavation, embankment, preparation of subgrade, installation of concrete trail, installation of storm drainage crossings, including all appurtenances and incidentals as shown in the construction plans and specifications.			
Describe any complex items of work	The project length is located within the Zone AE regulatory floodplain as defined by the Federal Emergency Management Agency (FEMA) and is part of the Zacate Creek Watershed as mapped by Letter of Map Revision (LOMR) 11/10/2009 revising FEMA MAp Panel 48479C1205C.			
Construction cost	Estimated:	$1,146,071.76	Actual:	$1,146,071.76
Letting date	Scheduled:	October 2018	Actual:	October 18, 2018
Contract time	Scheduled:	210 Calendar Days	Actual:	398 Calendar Days
LG management activities performed by LG personnel	Construction oversight, inspection, documentation, project close-out			
LG management activities performed by consultants	Environmental, Construction Plans, Specifications, Cost Estimate LNV Engineering, Bryan J Spina, P.E, CFM			
Name of current LG employee contact who worked on project	Juan Jose Coutino		Phone #	956-791-7346
			Email	jcoutino@ci.laredo.tx.us

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PROJECT B

Name of previously completed project	World Trade Bridge- Federal Port of Entry- " FAST Lanes Relocation Project"			
Describe type of work	Constructing new commercial processing lanes for "FAST" vehicles consisting of four concrete pavement approach lanes, four commercial primary booths with foundations, two primary canopies, concrete pavement for secondary inspection areas, a restroom/security equipment building and two concrete exit lanes. Said project will be constructed within the limits of the World Trade International Bridge Federal Port of Entry, located on IH-69W at the international boundary			
Describe any complex items of work	The construction access will be via the main entrance to the Port of Entry at IH69 W and the overlap with the TxDOT construction project. This project is divided into two main phases for construction. Phase 1 is to construct the main portion of the new facility including lanes #2 through #4 including approach lanes, 3 booths, one large canopy, second inspection areas, the main exit lanes, and the exit back to the secondary area of the main Port of Entry. Phase 2 consists of shutting down the existing Z-Portal lane and constructing new concrete pavement for approach and departure roadway from the Z-Portal as well as a new booth and a separate canopy over this booth. Phase 1 will be required to be fully operational and turned over to CBP/GSA for operations prior to proceeding with Phase 2.			
Construction cost	Estimated:	$6,978,011.00	Actual:	$7,805,091.23
Letting date	Scheduled:	January 22, 2021	Actual:	November 8, 2020
Contract time	Scheduled:	456 Calendar Days	Actual:	556 Calendar Days
LG management activities performed by LG personnel	Construction oversight, inspection, documentation, project close-out			
LG management activities performed by consultants	Environmental, Construction Plans, Specifications, Cost Estimate. Structural Engineering Associates, Inc., Sid Mielke, P.E.			
Name of current LG employee contact who worked on project	Gloria Perez Saavedra, P.E.		Phone #	956-791-7346
			Email	gsaavedra@ci.laredo.tx.us

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2. The capability of the LG to perform the type of work proposed or to award and manage a contract for that work in a timely manner, consistent with federal, state, and Department regulations, standards, and specifications

Please describe the LG's proposed personnel.

Name of person to serve in the position of Responsible Person in Charge	Ramon E. Chavez, P.E.	**Position/ Title**	City Engineer

a. Must be full-time employee of LG;

b. Must be able to administer project activities (cost, time, scope, adherence to contract requirements, construction quality, etc.);

c. Must maintain familiarity with day-to-day project operations (including project safety);

d. Must make or participate in decisions about change orders or supplemental agreements;

e. Must visit and review the project regularly;

f. Must review financial processes, transactions and documentation; and

g. Must direct his/her project staff (agency or consultant) at all stages of the project.

Name of person to serve as Project Manager	Gloria Perez Saavedra, P.E.	Position/ Title	Civil Engineer II

a. Responsible for daily oversight of the project;

b. Primary point of communication with TxDOT for day-to-day matters;

c. May be same person as Responsible Person in Charge; and

d. May be local government employee or consultant.

Project Manager's previous experience on projects of similar type, complexity and cost	Several Sidewalks Projects during the last three years, the last completed is CDBG Sidewalks District VII (14 Blocks), The scope of work consisted of mobilization, traffic control devices, demolish/dispose concrete sidewalks/ driveways/ramps/mailboxes/signs/ etc. Installation of concrete sidewalks, driveways, ADA Ramps, Type "A" curb & gutter, adjust meter boxes, striping. Cost: $140,423
Project Manager's previous experience on TxDOT and/or FHWA-funded projects	World Trade Bridge- Federal Port of Entry- " FAST Lanes Relocation Project" CBI 2B20(258) - CSJ 0922-33-178

Name of person to serve in the position of Qualified Person	Gloria Perez Saavedra, P.E.	Position/ Title	Civil Engineer II

a. Must have completed TxDOT-required LGPP training prior to execution of AFA;

b. May be same person as Responsible Person in Charge or Project Manager; and

c. May be LG employee or consultant.

Qualified Person's previous experience on projects of similar type, complexity and cost	Several Sidewalks Projects during the last three years, the last completed is CDBG Sidewalks District VII (14 Blocks), The scope of work consisted of mobilization, traffic control devices, demolish/dispose concrete sidewalks/ driveways/ramps/mailboxes/signs/ etc. Installation of concrete sidewalks, driveways, ADA Ramps, Type "A" Curb&gutter, adjust meter boxes, striping. Cost: $140,423
Qualified Person's previous experience on TxDOT and/or FHWA-funded projects	World Trade Bridge- Federal Port of Entry- " FAST Lanes Relocation Project" CBI 2B20(258) - CSJ 0922-33-178

Information submitted by:

	August 30, 2024
LG representative signature	Date
Ramon E. Chavez, P.E.	City Engineer
LG representative printed name	LG representative title

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Project CSJ: 0922-33-226
LG Name: City of Laredo
LG Texas ID No. (TIN): 618150460
District: Laredo
Project Name: Downtown Safe Sidewalk Improveme

Oversight Level Special Approval
Part B - TxDOT Evaluation and Special Approval of LG Qualifications

(Local Government Agency management of project development process elements)

Local government (LG) agencies may manage elements of the project development process (environmental, right-of-way acquisition, utility relocation, design/bid document preparation, letting and award, and construction/project close-out) with written TxDOT approval. This approval is typically provided by language in the Advance Funding Agreement executed by TxDOT and the LG. Completion of Part A - LG Qualifications Statement and this Part B - TxDOT Evaluation and Special Approval of LG Qualifications are required for TxDOT to authorize the LG to manage one or more elements of a project.

In approving a LG request to manage elements of the project development process for projects on the State Highway System or which include TxDOT and/or FHWA funding, 43 TAC §15.52 requires TxDOT to consider five criteria. TxDOT district personnel shall review Part A (pages 1-4), provide supplemental information by fully completing Part B (pages 5-8), and, based upon a determination of the adequacy of the LG's project delivery systems and accounting controls, recommend an appropriate role for the LG in project delivery and set a minimum oversight level on page 7 of this form.

43 TAC §15.52 regulations require the approval of the Executive Director (or authorized designee) for the LG to manage projects in the following cases:

	Applies
Any project on the State Highway System that improves freeway mainlanes	Select one...
A roadway improvement project that is to be on the State Highway System for which less than 50% of the funds come from sources other than federal or state highway funding	Select one...

1. Department resources available to perform or manage the highway improvement project in an efficient and timely manner

Describe any Department resource constraints that suggest the LG management of project development activities is in the best interest of TxDOT and the LG.	

2A. LG's previous experience in performing the type of work proposed

In Section 1 of Part A (beginning on page 2), the LG submitted information on up to two similar projects completed in the past 5 years performed by the LG or by consultants under contract to the LG. Please rate if these previous projects are comparable or not comparable to the proposed new project.

	Yes/No
Project A Comparable	Select one...
Project B Comparable	Select one...

TxDOT Risk Rating of LG Agency: Select one...
(for definition of ratings, see page 8)

Date of Rating: _____

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2B. District evaluation of LG capability to perform type of work proposed based on past projects identified above and other previous projects with TxDOT and/or FHWA funding

Please describe the LG's performance.

a. Timeliness and quality in acquisition of right of way	
b. Timeliness and quality in relocation of utilities	
c. Timeliness and quality of preparing environmental documents and obtaining required permits and clearances	
d. Timeliness and quality of project design and developing contract documents	
e. Timeliness and quality of letting and awarding construction contract	
f. Quality of performance in managing construction contractor and contract change orders	
g. Quality of performance in project inspection and documentation during construction	
h. Timeliness and quality of reimbursement requests throughout project	
i. Timeliness and quality of project close-out after project acceptance	
j. Timeliness of submitting supplemental funding when required	
k. Timeliness and adequacy in responding to audits	

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Project CSJ: 0922-33-226
LG Name: City of Laredo
LG Texas ID No. (TIN): 618150460
District: Laredo
Project Name: Downtown Safe Sidewalk Improveme

3. Percentage of total project costs provided by the local government

List the estimated distribution of project costs.

	Total	*Federal*	*State*	*Local*
Environmental ($)	$0.00			
Right of Way ($)	$0.00			
Utilities ($)	$0.00			
Engineering ($)	$0.00			
Construction ($)	$0.00			
Direct State Costs ($)	$0.00			
Indirect State Costs ($)	$0.00			
Total ($)	$0.00	$0.00	$0.00	$0.00
Total (%)	0.00%	0.00%	0.00%	0.00%

4. Cost effectiveness of local performance of the work as compared to awarding the highway improvement project through TxDOT's competitive bidding process

On federally funded projects, FHWA holds TxDOT entirely responsible for successful project delivery, including the proper acquisition of right of way, utility relocation, environmental, design, construction, and project close-out. LG management of the project requires the LG performance of activities plus TxDOT oversight to assure compliance with all federal and state requirements.

Explain why it is advantageous for successful delivery of this project for the LG to manage the proposed elements of project development.	

5. Any other considerations relating to the benefit of the state, the traveling public, and the operations of the Department

Please list any additional items to be considered in TxDOT's evaluation that are of benefit to the state, the traveling public, and the operations of the Department to allow the LG to manage the proposed elements of the project development process.	

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Project CSJ: 0922-33-226
LG Name: City of Laredo
LG Texas ID No. (TIN): 618150460
District: Laredo
Project Name: Downtown Safe Sidewalk Improveme

Special approval for LG to manage the following items:

Environmental	Select	ROW acquisition	Select	_____	Select
Design/PS&E	Select	Utility relocation	Select	_____	Select
Letting & award	Select	Construction	Select	None	Select

Based upon review of Part A and completion of Part B, the District determines the LG has adequate project delivery systems and sufficient accounting controls. Therefore, I (District Engineer) recommend the Deputy Executive Director provides special approval to the LG performing the above marked project delivery items. The District commits to providing an appropriate level of oversight of the LG activities to maximize compliance with applicable federal and state laws and regulations.

The District will provide oversight (as defined on page 9):
☐ Level 1,
☐ Level 2,
☐ Level 3, or
☐ Waive establishing an oversight level because TxDOT is performing the work. Therefore, I (District Engineer) recommend Deputy Executive Director provides special approval for TxDOT to perform the work. (This may be necessary when TxDOT is completing project work described in the Advance Funding Agreement and the LG is responsible for 100% of the funding including cost overruns).

Form Completed By:

_____ _____
TxDOT employee signature Date

Recommendation for approval:

_____ _____
District Engineer signature Date

Special approval:

_____ _____
Deputy Executive Director signature Date

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Project CSJ: 0922-33-226
LG Name: City of Laredo
LG Texas ID No. (TIN): 618150460
District: Laredo
Project Name: Downtown Safe Sidewalk Improveme

Local Government Projects – Risk Assessment

LG Risk Rating Definitions

Low level of risk to TxDOT	A
Moderate level of risk to TxDOT	B
High level of risk to TxDOT	C
Unacceptable level of risk to TxDOT	D

Oversight Levels

Level 1 Oversight – Relatively Low Risk Non-construction Projects and Very Low Risk Construction Projects

Level 2 Oversight – Higher Risk Non-construction Projects and Low to Moderate Risk Construction Projects

Level 3 Oversight – Higher Risk Construction Projects

TxDOT District Oversight Activity[1]	Minimum Frequency[2]		
	Level of Oversight		
	1	2	3
LG submit and TxDOT review project reports	Quarterly	Monthly	Monthly
TxDOT host project review/coordination meetings with LG	Quarterly	Monthly	Semi-monthly
TxDOT conduct worksite/project site visits	Annually[3]	Monthly	Weekly
TxDOT review LG project documentation/records	Annually[3]	Monthly	Monthly
LG submit and TxDOT review and approve reimbursement requests	Monthly	Monthly	Monthly

[1] Refer to TxDOT LG Project Management Guide for additional details on oversight activities

[2] Greater frequency may be at District discretion

[3] Minimum of two times

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RESOLUTION NO. 2025-R-60

AUTHORIZING THE CITY MANAGER THE CITY MANAGER OR THEIR DESIGNEE TO EXECUTE ADVANCED FUNDING AGREEMENT (AFA) NO. CSJ-0922-33-226 WITH THE TEXAS DEPARTMENT OF TRANSPORTATION IN THE ESTIMATED AMOUNT OF $1,250,000.00 INCLUDING FEDERAL PARTICIPATION IN THE AMOUNT OF $1,000,000.00 AND AN ESTIMATED LOCAL PARTICIPATON IN THE AMOUNT OF $47,500.00 INCLUDING 100% OF OVERRUNS FOR THE CITY IMPROVEMENTS TO AND CONSTRUCTION OF SIDEWALKS, CURB AND GUTTER, CROSS-SURFACE MATERIALS, PAVEMENT MARKINGS, LIGHTING, LANDSCAPING AND SELECT UTILITY RELOCATION ALONG SALINAS AVENUE BETWEEN ITURBIDE STREET AND WATER STREET. IN ADDITION, AN ESTIMATED DIRECT STATE COST OF $50,000.00 FOR GENERAL ADMINISTRATION IS INCLUDED IN THE AFA NO. CSJ-0922-33-226. THE REQUIRED LOCAL MATCH IS FUNDED FROM THE CITY OF LAREDO TAX INCREMENT REINVESTMENT ZONE NO. 1.

WHEREAS, federal law establishes federal funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the final amount of Local Government participation is based on actual costs, therefore the City of Laredo and Tax Increment Reinvestment Zone No. 1 will be responsible for 100% of overruns of project; and

WHEREAS, the required local match of $97,500.00 is funded from Tax Increment Reinvestment Zone No. 1; and

WHEREAS, the Texas Transportation Code, Sections 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires the State and Metropolitan Planning Organizations, (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 49 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Programs (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, Texas Transportation Commission passed Minute Order Number 116752 (MO) dated August 16, 2024 awarding for TASA projects in the TASA Program call of the Laredo Urban Transportation Study, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this by resolution or ordinance dated _____, 2025, which is attached to and made a part of this Agreement as Attachment A, Resolution or Ordinance. A map showing the Project location appears in Attachment B, Project location Map, which is attached to and made a part of this Agreement; and

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

Section 1: Authorizing the City Manager to execute Advanced Funding Agreement (AFA) No. CSJ-0922-33-226 with the Texas Department of Transportation in the estimated amount of $1,250,00.00 including federal participation for $1,000,000.00 and an estimated local participation in the amount of $47,500.00 including 100% of overruns for the city improvements to and construction of sidewalks, curb and gutter, cross-surface materials, pavement markings, lighting, landscaping, and select utility relocation along Salinas Avenue between Iturbide Street and Water Street. In addition, an estimated Indirect State Cost of $50,000.00 for General Administration is included in the AFA 0922-33-226. Funding is available in Tax Increment Reinvestment Zone No. 1 escrow fund.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

BY _____
MARIO MALDONADO
CITY SECRETARY

APPROVED AS TO FORM:

BY_____
NGUYEN, DOANH T. "ZONE"
CITY ATTORNEY

TxDOT:					Federal Highway Administration:	
CCSJ #	0922-33-226	AFA ID	Z00009107		CFDA No.	20.205
AFA CSJs	0922-33-226				CFDA Title	Highway Planning and Construction
District #	22	Code Chart 64#	60411			
Project Name	Downtown Safe Sidewalk Improvements				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT

MPO-Selected On and Off-System

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project ("Agreement") is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of Laredo (Local Government), acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as Downtown Safe Sidewalk Improvements (Project), and

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TxDOT:					Federal Highway Administration:	
CCSJ #	0922-33-226	AFA ID	Z00009107		CFDA No.	20.205
AFA CSJs	0922-33-226				CFDA Title	Highway Planning and Construction
District #	22	Code Chart 64#	60411			
Project Name	Downtown Safe Sidewalk Improvements				*AFA Not Used For Research & Development*	

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116752 (MO) dated August 16, 2024 awarding funding for TASA projects in the TASA Program Call of the Laredo Urban Transportation Study, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated {enter date of resolution}, which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.

B. Period of Performance.

1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

A. The scope of work for Project consists of improvements to and reconstruction of sidewalks, curb and gutter, cross-surface materials, pavement markings, lighting, landscaping, and select utility relocation with a purpose to improve pedestrian and non-motorized user safety and accessibility in downtown Laredo. This TASA project includes portions of Salinas Ave. between Iturbide St. and Water St. as shown on Attachment A.

B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated development cost of the Project is shown in Attachment B, Project Budget Estimate and Source of Funds (Attachment B).

A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one

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individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The total estimated project cost as shown in Attachment B incudes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.

C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.

E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.

F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).

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G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State's estimated construction oversight and construction cost.

J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.

K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.

L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.

M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.

N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this 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. An entity that is the subject of an audit or investigation must provide the state auditor

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with access to any information the state auditor considers relevant to the investigation or audit.

P. State will not pay interest on any funds provided by Local Government.

Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.

R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.

S. If Local Government is an Economically Disadvantaged County (EDC) or the State or MPO selected project meets the State's or MPO's criteria to receive Transportation Development Credits in lieu of providing a cash local match, and the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

A. This Agreement may be terminated by any of the following conditions:
   1. By mutual written consent and agreement of all parties;
   2. By any party with 90 days written notice; or
   3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;

D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.

E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
   1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.

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2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.

3. Local Government withdraws from participation in Project.
4. State determines that federal funding may be lost due to Project not being implemented and completed.
5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.

F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

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8. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

A. The **State** is responsible for the identification and assessment of any environmental problems associated with the development of Project.

B. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.

C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.

D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

A. Architectural and engineering services for preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. Variety

B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for

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Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

A. The **Local Government** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.

B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.

C. All contract change order review and approval procedures must be approved by State prior to start of construction.

D. If the Local Government is the responsible party, the State must review and approve change orders.

E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.

F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.

G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the

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purpose for which it was approved and funded for a period commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.

C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.

D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.

B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

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D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.

F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.

H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.

J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement

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must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.

L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.

M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of Laredo ATTN: City Manager 1110 Houston Street Laredo, TX 78040	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

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Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

Texas Department of Transportation
ATTN: Contract Specialist – TP&D
1617 Bob Bullock Loop
Laredo, TX 78043

All invoicing, payment, and project inquiries must include the following information:

County: Webb
Local Government: City of Laredo
CSJ No.: 0922-33-226
Project Name: Downtown Safe Sidewalk Improvements
Highway or Roadway: Salinas Ave.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

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20. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including

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employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

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C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise ("**DBE**") Program requirements established in 49 CFR Part 26.

B. Local Government shall adopt, in its totality, State's federally approved DBE program.

C. Local Government shall set an appropriate DBE goal consistent with State's DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. Local Government shall follow all other parts of State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business

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Enterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).

F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate."

28. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order
12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an

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employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. Local Government agrees that it shall:

1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://sam.gov/SAM/pages/public/index.jsf
2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to State if:
   a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

Draft

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov .

C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.*

D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

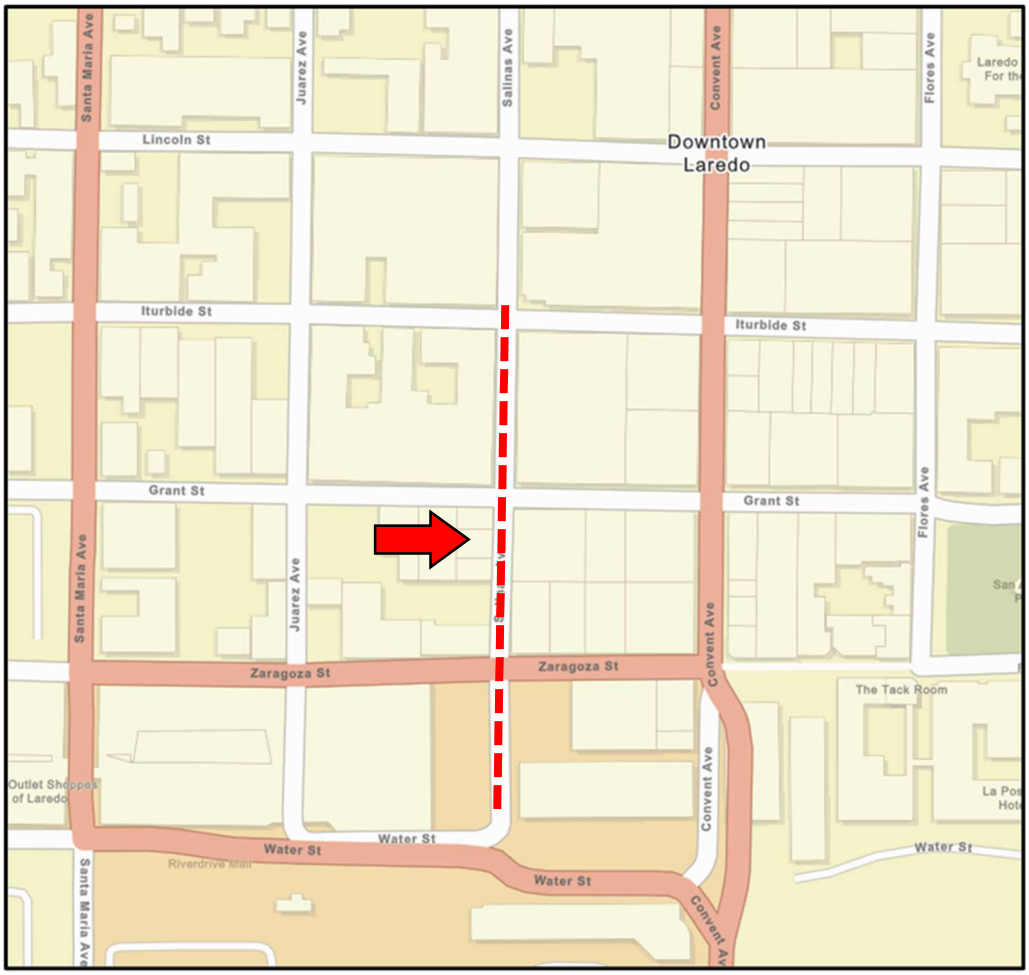
Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
	Joseph Neeb
Typed or Printed Name	Typed or Printed Name
	City Manager
Typed or Printed Title	Typed or Printed Title
Date	Date

Draft

TxDOT:					Federal Highway Administration:	
CCSJ #	0922-33-226	AFA ID	Z00009107		CFDA No.	20.205
AFA CSJs	0922-33-226				CFDA Title	Highway Planning and Construction
District #	22	Code Chart 64#	60411			
Project Name	Downtown Safe Sidewalk Improvements				*AFA Not Used For Research & Development*	

ATTACHMENT A
PROJECT LOCATION MAP





TxDOT:					Federal Highway Administration:	
CCSJ #	0922-33-226	AFA ID	Z00009107		CFDA No.	20.205
AFA CSJs	0922-33-226				CFDA Title	Highway Planning and Construction
District #	22	Code Chart 64#	60411			
Project Name	Downtown Safe Sidewalk Improvements				*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS
LG Performs PE Work or Hires Consultant / LG Lets Project for Construction

Work Performed by Local Government ("LG")								
Description of Project Costs to be Incurred		**Total Project Cost Estimate**	**Federal Participation** Includes percentage for TDC apportionment on projects where applicable		**State Participation** Includes authorized EDC amounts		**Local Government Participation** Includes authorized EDC reduction	
			%	**Cost**	**%**	**Cost**	**%**	**Cost**
Planning/Maps/Education/Non-CST		$0	0%	$0	0%	$0	0%	$0
Preliminary Engineering		$225,000	80%	$180,000	16.2%	$36,450	3.8%	$8,550
Environmental Cost		$0	0%	$0	0%	$0	0%	$0
Right of Way		$0	0%	$0	0%	$0	0%	$0
Utilities		$0	0%	$0	0%	$0	0%	$0
Construction Cost	$1,000,000.00							
Construction Engineering Cost	$							
Eligible In-Kind Contribution Value	$							
Total Construction Value (sum of construction cost and in-kind value)		$1,000,000	80%	$800,000	0%	$162,000	0%	$38,000
Work by LG Subtotal		**$1,225,000**		**$980,000**		**$198,450**		**$46,550**
Work Performed by the State (Local Participation paid up front by LG to TxDOT)								
Preliminary Engineering[1]		$0	0%	$0	0%	$0	0%	$0
Environmental Cost[1]		$25,000	80%	$20,000	16.2%	$4,050	3.8%	$950
Right of Way[3]		$0	0%	$0	0%	$0	0%	$0
Utilities[2]		$0	0%	$0	0%	$0	0%	$0
Construction Cost[2]	$	$0	0%	$0	0%	$0	0%	$0
Eligible In-Kind Contribution Value	$							

Draft

TxDOT:					Federal Highway Administration:	
CCSJ #	0922-33-226	AFA ID	Z00009107		CFDA No.	20.205
AFA CSJs	0922-33-226				CFDA Title	Highway Planning and Construction
District #	22	Code Chart 64#	60411			
Project Name	Downtown Safe Sidewalk Improvements				*AFA Not Used For Research & Development*	

Total Construction Value (sum of construction cost and in-kind value)							
Work by State Subtotal	**$25,000**		**$20,000**		**$4,050**		**$950**

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight

Description of Project Costs to be Incurred	**Total Project Cost Estimate**	**Federal Participation** Includes percentage for TDC apportionment on projects where applicable		**State Participation** Includes authorized EDC amount		**Local Government (LG) Participation** Includes authorized EDC reduction	
		%	**Cost**	**%**	**Cost**	**%**	**Cost**
Preliminary Engineering[1]	$10,000	0%	$0	0%	$0	100%	$10,000
Environmental Cost[1]	$8,000	0%	$0	0%	$0	100%	$8,000
Right of Way[1]	$1,000	0%	$0	0%	$0	100%	$1,000
Utilities[1]	$1,000	0%	$0	0%	$0	100%	$1,000
Construction[2]	$30,000	0%	$0	0%	$0	100%	$30,000
Direct State Costs Subtotal	$50,000	0%	$0	0%	$0	100%	$50,000
Indirect State Cost	$68,770		$0	100%	$68,770		$0
TOTAL PARTICIPATION	$1,368,770		$1,000,000		$271,270		$97,500
In-kind Contribution Credit Applied						0%	$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							**$97,500**

- The estimated total participation by Local Government is $97,500.
- The **Local Government** is responsible for 100% of overruns.
- Total estimated payment by Local Government to State is $50,000.
- [1]Local Government's first payment of $20,000 is due to State within 30 days from execution of this contract.
- [2] Local Government's second payment of $30,000 is due to State within 60 days prior to the Construction contract being advertised for bids.
- [3]If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

Draft

TxDOT:					Federal Highway Administration:	
CCSJ #	0922-33-226	AFA ID	Z00009107		CFDA No.	20.205
AFA CSJs	0922-33-226				CFDA Title	Highway Planning and Construction
District #	22	Code Chart 64#	60411			
Project Name		Downtown Safe Sidewalk Improvements			*AFA Not Used For Research & Development*	

- The local match must be 20% or greater and may include State contributions, eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- Transportation Development Credits (TDC) are being utilized in place of the Local Government's participation in the amount of 0.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are $1,000,000.

Draft

TxDOT:					Federal Highway Administration:	
CCSJ #	0922-33-226	AFA ID	Z00009107		CFDA No.	20.205
AFA CSJs	0922-33-226				CFDA Title	Highway Planning and Construction
District #	22	Code Chart 64#	60411			
Project Name		Downtown Safe Sidewalk Improvements			*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION OF LOCAL GOVERNMENT

Draft

City of Laredo

City Council

Meeting Date: 3/17/2025 **Resolution 9.**

SUBJECT
Authorizing the reappointment and ratification of the City's representatives, appointed by motion on April 3, 2023, as Board Members of the Coves at Winfield Tax Increment Reinvestment Zone (TIRZ) Number Two (2) Board of Directors; through December 31, 2025; as authorized by Chapter 311 of the Texas Tax Code; and ratification of any and all action taken by the Board since initial appointment; and providing an effective date.

Position 1: Jose Zuniga
Position 2: Olivia Varela
Position 3: Edward Ochoa

The City reappoints Jose Zuniga as the chairperson of the Board and that he shall serve as such until December 31, 2025, or until replaced by a subsequent chairman appointed by the City as allowed by law.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
N/A

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
N/A

Fiscal Impact

Fiscal Year:	2025
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.

RESOLUTION NO. 2025-R-068

AUTHORIZING THE REAPPOINTMENT AND RATIFICATION OF THE CITY'S REPRESENTATIVES APPOINTED BY MOTION ON APRIL 3, 2023 AS BOARD MEMBERS OF THE COVES AT WINFIELD TAX INCREMENT REINVESTMENT ZONE (TIRZ) NUMBER TWO (2) BOARD OF DIRECTORS, CITY OF LAREDO; AS AUTHORIZED BY CHAPTER 311 OF THE TEXAS TAX CODE; AND PROVIDING AN EFFECTIVE DATE.

Whereas, the City Council of the City of Laredo, passed and approved Ordinance No. 2017-0-185 on December 12, 2017, which created the Tax Increment Reinvestment Zone Number Two (2), pursuant to the Tax Increment Financing Act, Texas Tax Code, Chapter 311; and

Whereas, said Ordinance established a Board of Directors for the Zone pursuant to Section 311.009 of the Texas Tax Code; and

Whereas, pursuant to Section 311.09(a), the Board of Directors of a reinvestment zone consists of at least five (5) and not more than fifteen (15) members, unless more than fifteen (15) members are required to satisfy the requirements of this subsection. Each taxing unit other than the municipality or county that designated the zone that levies taxes on real property in the zone may appoint one member of the board if the taxing unit has approved the payment of all or part of the tax increment produced by the unit into the tax increment fund for the zone. A unit may waive its right to appoint a director. The governing body of the municipality or county that designated the zone may appoint not more than ten (10) directors to the board; except that if there are fewer than five (5) directors appointed by taxing units other than the municipality or county, the governing body of the municipality or county may appoint more than ten (10) members as long as the total membership of the board does not exceed fifteen (15); and

Whereas, City Council, by motion on April 3, 2023, appointed three (3) people to the Tax Increment Reinvestment Zone Number Two (2) The Coves at Winfield, and City wishes to ratify that motion via resolution; and

Whereas, the City of Laredo wishes to reappoint three (3) members to the Board to serve as City representatives.

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

Section 1: The following individuals are hereby appointed as the City representatives to the Board of the Zone to serve a two (2) year term with said term ending on December 31, 2025:

1. Jose Zuniga — Position 1
2. Olivia Varela — Position 2
3. Edward Ochoa — Position 3

Section 2: Zone Board Member, Jose Zuniga, is hereby appointed as chairman of the Board and shall serve as chairman until November 1, 2025, or until replaced by a subsequent chairman appointed by the City as allowed by law.

Section 3: This Resolution shall take effect upon passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF_____, 2025.

_____
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: 3/17/2025 **Resolution 10.**

SUBJECT
Authorizing the City Manager to accept a donation and enter into an agreement with HK Designs, LLC, has offered to donate Lot Number Forty-one (41), in Block Number Two, Khaledi Heights Subdivision, Unit 2, a subdivision in the City of Laredo, as per Plat recorded in Volume 27, Page 77, Webb County Plat Records. Drainage easement has a value of $10,000.00. The property will be used for municipal purposes. The drainage easement will be maintained by the City of Laredo.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
HK Designs, LLC, has offered to donate Lot Number Forty-One (41), in Block Number Two, Khaledi Heights Subdivision, Unit 2. The drainage easement has a value of $10,000. The property will be used for municipal purposes. The drainage easement will be maintained by the City of Laredo except for Khaledi Heights Subdivision, Unit 2 will be maintained by the homeowner's association for thirteen (13) months following the execution of this agreement.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this resolution.

Fiscal Impact

Fiscal Year:	2024-2025
Budgeted Y/N?:	N
Source of Funds:	N
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
No financial impact. Will be recorded in the Fixed Asset System.

RESOLUTION NO. 2025-R-59

AUTHORIZING THE CITY MANAGER TO ACCEPT A DONATION AND ENTER INTO AN AGREEMENT WITH H K DESIGNS, INC., THE SURFACE ONLY OF LOT NUMBER FORTY-ONE (41), BLOCK NUMBER TWO (2), KHALEDI HEIGHTS SUBDIVISION, UNIT 2, A SUBDIVISION IN THE CITY OF LAREDO, AS PER PLAT RECORDED IN VOLUME 27, PAGE 77-79 WEBB COUNTY PLAT RECORDS. THE DRAIANGE EASEMENT HAS A TOTAL VALUE OF $10,000.00. THE PROPERTIES WILL BE USED FOR MUNICIPAL PURPOSES. THE DRAINAGE EASEMENT WILL BE MAINTAINED BY THE CITY OF LAREDO.

WHEREAS, HK Designs, Inc., is offering the City of Laredo Lot Forty-One (41), Block Two (2) drainage easement through donation for use of municipal purpose, and

WHEREAS, it is in the best interest of the City of Laredo to accept the donations of the above-referenced drainage from HK Designs, Inc. as described on the attached plat.

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

Section 1: It hereby accepts the donation of Lots Forty-one (41), Block Two (2), Khaledi Heights Subdivision, Unit 2, a subdivision situated in the City of Laredo, as per Plat recorded in Volume 27, Pages 77, Webb County Plat Records.

Section 2: The City Manager is hereby authorized to execute all necessary documents to complete the donation and transfer of the property;

Section 3: This resolution shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS, THE ____ DAY OF _____, 2025.

_____
DR. VICTOR D. TREVINO
MAYOR

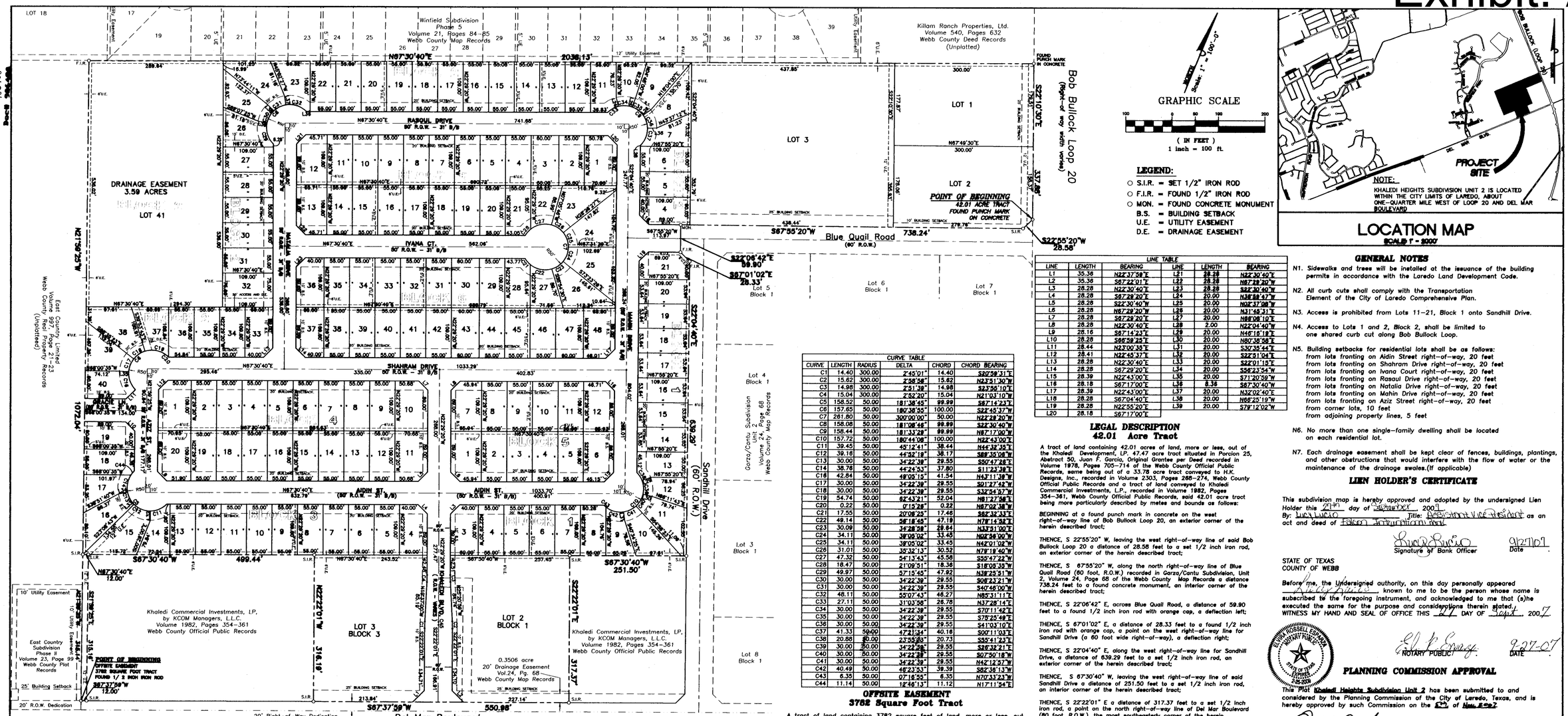
ATTEST:

_____
MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

Exhibit: A



LOCATION MAP

SCALE 1" = 2000'

LEGEND:

- ○ S.I.R. = SET 1/2" IRON ROD
- ○ F.I.R. = FOUND 1/2" IRON ROD
- ○ MON. = FOUND CONCRETE MONUMENT
- B.S. = BUILDING SETBACK
- U.E. = UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT

LINE TABLE					
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	35.36	N32°37'59"E	L21	28.28	N22°30'40"E
L2	35.36	S67°22'01"E	L22	28.28	N67°29'20"W
L3	28.28	N22°30'40"E	L23	28.28	S22°30'40"W
L4	28.28	S67°29'20"E	L24	20.00	N38°58'47"W
L5	28.28	S22°30'40"W	L25	20.00	N08°37'08"W
L6	28.28	N67°29'20"W	L26	20.00	N31°48'31"E
L7	28.28	S67°29'20"E	L27	20.00	N88°08'10"E
L8	28.28	N22°30'40"E	L28	2.00	N22°04'40"W
L9	28.16	S67°14'23"E	L29	20.00	N46°16'18"E
L10	28.28	S66°59'25"E	L30	20.00	N80°36'56"E
L11	28.44	N23°00'38"E	L31	20.00	S30°35'44"E
L12	28.41	N22°45'37"E	L32	20.00	S22°51'04"E
L13	28.28	N22°30'40"E	L33	20.00	S22°01'15"E
L14	28.28	S67°29'20"E	L34	20.00	S56°23'54"W
L15	28.39	N22°43'00"E	L35	20.00	S7°20'59"W
L16	28.18	S67°17'00"E	L36	8.36	S87°30'40"W
L17	28.39	N22°43'00"E	L37	20.00	N32°02'40"E
L18	28.28	S67°04'40"E	L38	20.00	N66°25'19"W
L19	28.28	N22°55'20"E	L39	20.00	S79°12'02"W
L20	28.18	S67°17'00"E			

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	14.40	300.00	2°45'01"	14.40	S20°59'31"E
C2	15.62	300.00	2°58'58"	15.62	N23°51'30"W
C3	14.98	300.00	2°51'39"	14.98	S23°56'10"E
C4	15.04	300.00	2°52'20"	15.04	N21°03'10"W
C5	158.52	50.00	181°38'45"	99.99	S67°14'23"E
C6	157.65	50.00	180°38'55"	100.00	S22°45'37"W
C7	261.80	50.00	300°00'00"	50.00	N22°28'20"W
C8	158.08	50.00	181°08'46"	99.99	S22°30'40"W
C9	158.44	50.00	181°33'28"	99.99	N67°17'00"W
C10	157.72	50.00	180°44'08"	100.00	N22°43'00"E
C11	39.45	50.00	45°12'41"	38.44	N44°32'35"E
C12	39.16	50.00	44°52'18"	38.17	S88°35'08"W
C13	30.00	50.00	34°22'39"	29.55	S50°47'28"E
C14	38.76	50.00	44°24'53"	37.80	S11°23'39"E
C15	42.84	50.00	49°05'15"	41.54	N43°11'38"W
C16	49.14	50.00	56°18'42"	47.18	N78°14'32"E
C17	30.00	50.00	34°22'39"	29.55	S01°27'42"W
C18	30.00	50.00	34°22'39"	29.55	S32°54'57"W
C19	54.74	50.00	62°43'21"	52.04	N81°27'58"E
C20	0.22	50.00	0°15'26"	0.22	N67°02'38"W
C21	17.55	50.00	20°06'25"	17.46	S82°32'33"E
C22	49.14	50.00	56°18'42"	47.18	N78°14'32"E
C23	30.09	50.00	34°28'58"	29.64	N33°51'00"E
C24	34.11	50.00	39°05'02"	33.45	N02°58'00"W
C25	34.11	50.00	39°05'02"	33.45	N42°01'02"W
C26	31.01	50.00	35°32'13"	30.52	N78°19'40"W
C27	47.32	50.00	54°13'43"	45.56	S55°47'22"W
C28	18.47	50.00	21°09'51"	18.36	S18°09'35"W
C29	49.97	50.00	57°15'45"	47.92	N38°25'51"W
C30	30.00	50.00	34°22'39"	29.55	S06°23'21"W
C31	30.00	50.00	34°22'39"	29.55	S40°46'00"W
C32	48.11	50.00	55°07'43"	46.27	N85°31'11"E
C33	27.11	50.00	31°03'56"	26.78	N37°28'14"E
C34	30.00	50.00	34°22'39"	29.55	S70°11'42"E
C35	30.00	50.00	34°22'39"	29.55	S78°25'49"E
C36	30.00	50.00	34°22'39"	29.55	S11°03'10"E
C37	41.33	50.00	47°21'34"	40.16	S00°11'02"E
C38	20.86	50.00	23°55'23"	20.73	S35°41'23"E
C39	30.00	50.00	34°22'39"	29.55	S26°32'21"E
C40	30.00	50.00	34°22'39"	29.55	S07°50'18"W
C41	30.00	50.00	34°22'39"	29.55	N42°12'57"W
C42	40.49	50.00	46°23'53"	39.39	S82°36'13"W
C43	6.35	50.00	07°16'55"	6.35	N70°33'23"W
C44	11.14	50.00	12°46'13"	11.12	N17°11'54"E

GENERAL NOTES

N1. *Sidewalks and trees will be installed at the issuance of the building permits in accordance with the Laredo Land Development Code.*

N2. *All curb cuts shall comply with the Transportation Element of the City of Laredo Comprehensive Plan.*

N3. Access is prohibited from Lots 11-21, Block 1 onto Sandhill Drive.

N4. Access to Lots 1 and 2, Block 2, shall be limited to one shared curb cut along Bob Bullock Loop.

N5. Building setbacks for residential lots shall be as follows:
from lots fronting on Aidin Street right-of-way, 20 feet
from lots fronting on Shahram Drive right-of-way, 20 feet
from lots fronting on Ivana Court right-of-way, 20 feet
from lots fronting on Rasaul Drive right-of-way, 20 feet
from lots fronting on Natalia Drive right-of-way, 20 feet
from lots fronting on Mahin Drive right-of-way, 20 feet
from lots fronting on Aziz Street right-of-way, 20 feet
from corner lots, 10 feet
from adjoining property lines, 5 feet

N6. No more than one single-family dwelling shall be located on each residential lot.

N7. Each drainage easement shall be kept clear of fences, buildings, plantings, and other obstructions that would interfere with the flow of water or the maintenance of the drainage swales.(If applicable)

LEGAL DESCRIPTION
42.01 Acre Tract

A tract of land containing 42.01 acres of land, more or less, out of the Khaledi Development, LP. 47.47 acre tract situated in Porcion 25, Abstract 50, Juan F. Garcia, Original Grantee per Deed recorded in Volume 1978, Pages 705-714 of the Webb County Official Records, same being out of a 33.78 acre tract conveyed to H.K. Designs, Inc., recorded in Volume 2303, Pages 268-274, Webb County Official Public Records and a tract of land conveyed to Khaledi Commercial Investments, L.P., recorded in Volume 1982, Pages 354-361, Webb County Official Public Records, said 42.01 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found punch mark in concrete on the west right-of-way line of Bob Bullock Loop 20, an exterior corner of the herein described tract;

THENCE, S 22°55'20" W, leaving the west right-of-way line of said Bob Bullock Loop 20 a distance of 28.58 feet to a set 1/2 inch iron rod, an exterior corner of the herein described tract;

THENCE, S 67°55'20" W, along the north right-of-way line of Blue Quail Road (80 foot, R.O.W.) recorded in Garza/Cantu Subdivision, Unit 2, Volume 24, Page 68 of the Webb County Map Records a distance 738.24 feet to a found concrete monument, an interior corner of the herein described tract;

THENCE, S 22°06'42" E, across Blue Quail Road, a distance of 59.90 feet to a found 1/2 inch iron rod with orange cap, a deflection left;

THENCE, S 67°01'02" E, a distance of 28.33 feet to a found 1/2 inch iron rod with orange cap, a point on the west right-of-way line for Sandhill Drive (a 60 foot wide right-of-way), a deflection right;

THENCE, S 22°04'40" E, along the west right-of-way line for Sandhill Drive, a distance of 639.29 feet to a set 1/2 inch iron rod, an exterior corner of the herein described tract;

THENCE, S 67°30'40" W, leaving the west right-of-way line of said Sandhill Drive a distance of 251.50 feet to a set 1/2 inch iron rod, an interior corner of the herein described tract;

THENCE, S 22°22'01" E a distance of 317.37 feet to a set 1/2 inch iron rod, a point on the north right-of-way line of Del Mar Boulevard (80 foot, R.O.W.), the most southeasterly corner of the herein described tract;

THENCE, S 67°37'59" W, along the north right-of-way line for Del Mar Boulevard, a distance of 550.98 feet to a set 1/2 inch iron rod, an exterior corner of the herein described tract;

THENCE, N 22°22'01" W a distance of 316.19 feet to a set 1/2 inch iron rod, an interior corner of the herein described tract;

THENCE, S 67°30'40" W a distance of 489.44 feet to a set 1/2 inch iron rod, the most southwesterly corner of the herein described tract;

THENCE, N 21°59'25" W, a distance of 1,072.04 feet to a found 1/2 inch iron rod on the south line of Winfield Subdivision, Phase 5, as recorded in Volume 21, Pages 84-85 of the Webb County Map Records, the northwest corner of the herein described tract;

THENCE, N 67°30'40" E, along the south line of said Winfield Subdivision, Phase 5, a distance of 2,038.13 feet to a found punch mark in concrete on the west right-of-way line of said Bob Bullock Loop 20, the northeast corner of the herein described tract;

THENCE, S 22°10'30" E, along the west right-of-way line of said Bob Bullock Loop 20 a distance of 337.88 feet to return to and close at the POINT OF BEGINNING, containing 42.01 acres of land.

Basis of Bearings:
Found 1/2 inch iron rods on the west line of Sandhill Drive.

Called: S 22°04'49 W, 937.24'
Measured: S 22°04'49 W, 937.15'

OFFSITE EASEMENT
3782 Square Foot Tract

A tract of land containing 3782 square feet of land, more or less, out of the Khaledi Development, LP. 47.47 acre tract situated in Porcion 25, Abstract 50, Juan F. Garcia, Original Grantee per Deed recorded in Volume 1978, Pages 705-714 of the Webb County Official Public Records, same being out of a 33.78 acre tract conveyed to H.K. DESIGNS, INC., recorded in Volume 2303, Pages 268-274, Webb County Official Public Records and a 4.37 acre tract conveyed to Khaledi Commercial Investments, L.P., recorded in Volume 1982, Pages 354-361, Webb County Official Public Records, said 3782 square foot tract being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2 inch iron rod on the north right-of-way line for Del Mar Boulevard (80' R.O.W.), being the southeast corner of East Country Subdivision Phase II as recorded in Volume 23, Page 99 of the Webb County Map Records;

THENCE, N 21°59'25" W, leaving the north right-of-way line said Del Mar Boulevard a distance of 315.14 feet to a set 1/2 inch iron rod, the northwest corner of the herein described tract;

THENCE, N 67°30'40" E, a distance of 12.00 feet to a set 1/2 inch iron rod, the northeast corner of the herein described tract;

THENCE, S 21°59'25" E, a distance of 315.16 feet to a set 1/ 2 inch iron rod, a point on the north right-of-way line of said Del Mar Boulevard, the southeast corner of the herein described tract;

THENCE, S 67°37'59" W, a distance of 12.00 feet to return to and close at the POINT OF BEGINNING of this 3782 square foot tract.

GENERAL NOTES

N1. *Sidewalks and trees will be installed at the issuance of the building permits in accordance with the Laredo Land Development Code.*

N2. *All curb cuts shall comply with the Transportation Element of the City of Laredo Comprehensive Plan.*

N3. Access is prohibited from Lots 11-21, Block 1 onto Sandhill Drive.

N4. Access to Lots 1 and 2, Block 2, shall be limited to one shared curb cut along Bob Bullock Loop.

N5. Building setbacks for residential lots shall be as follows:
from lots fronting on Aidin Street right-of-way, 20 feet
from lots fronting on Shahram Drive right-of-way, 20 feet
from lots fronting on Ivana Court right-of-way, 20 feet
from lots fronting on Rasaul Drive right-of-way, 20 feet
from lots fronting on Natalia Drive right-of-way, 20 feet
from lots fronting on Mahin Drive right-of-way, 20 feet
from lots fronting on Aziz Street right-of-way, 20 feet
from corner lots, 10 feet
from adjoining property lines, 5 feet

N6. No more than one single-family dwelling shall be located on each residential lot.

N7. Each drainage easement shall be kept clear of fences, buildings, plantings, and other obstructions that would interfere with the flow of water or the maintenance of the drainage swales.(If applicable)

LIEN HOLDER'S CERTIFICATE

This subdivision map is hereby approved and adopted by the undersigned Lien Holder this 27th day of September 2007
By: Lucy Lucio Title: Assistant Vice President as an act and deed of Falcon International Bank

Lucy Lucio
Signature of Bank Officer — 9/27/07 Date

STATE OF TEXAS
COUNTY OF WEBB

Before me, the Undersigned authority, on this day personally appeared Lucy Lucio, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purpose and consideration therein stated.
WITNESS MY HAND AND SEAL OF OFFICE THIS 27 DAY OF Sept 2007

Elva Russell — NOTARY PUBLIC, STATE OF TEXAS, MY COMM. EXP. 05-2009
E. P. Garcia — NOTARY PUBLIC — 9-27-07 DATE

PLANNING COMMISSION APPROVAL

This Plat Khaledi Heights Subdivision Unit 2 has been submitted to and considered by the Planning Commission of the City of Laredo, Texas, and is hereby approved by such Commission on the 5th of November 2007.

Orlando D. Navarro, Chairman — 11/19/07 Date

CERTIFICATE COUNTY CLERK

Filed and recorded at 2:11 o'clock PM on the 26th day of November, 2007

Deputy — Jesus Alberto Guillen
Margie R. Ibarra — County Clerk — WEBB COUNTY, TEXAS
STATE OF TEXAS
COUNTY OF WEBB

I Margie R. Ibarra, Clerk of the County Court in and for Webb County, do hereby certify that the foregoing instrument dated the 23rd day of September, 2007, with it's certificate of authentication was filed for record in my office on the 26th day of November, 2007, at 2:11 O'clock PM, in Volume 25 Page 99,98,98 of the Map Records of said County.

Deputy — Jesus Alberto Guillen
Margie R. Ibarra — COUNTY CLERK, WEBB COUNTY, TEXAS — 11/20/07 DATE

CERTIFICATE OF OWNER

STATE OF TEXAS
COUNTY OF WEBB

I, Ross Khaledi, as President of Khaledi Commercial Investments, L.P. by KCOM Managers L.L.C. and H.K. Designs, Inc. a Texas Corporation, the Owner of the land shown on this Plat, and designated herein as: Khaledi Heights Subdivision - Unit 2, in the City of Laredo, County of Webb, Texas, and whose name is subscribed hereto, hereby dedicate the use to the public forever all streets, drains, easements and public places thereon shown for the purpose and consideration therein expressed.

Signature of Owner/Title — 9/27/07 Date

STATE OF TEXAS
COUNTY OF WEBB

Before me, the Undersigned authority, on this day personally appeared Ross Khaledi, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purpose and considerations therein stated.
WITNESS MY HAND AND SEAL OF OFFICE THIS 27 DAY OF Sept 2007

Elva Russell — NOTARY PUBLIC, STATE OF TEXAS, MY COMM. EXP. 05-2009
E. P. Garcia — NOTARY PUBLIC — 9-27-07 DATE

ATTESTMENT OF PLANNING COMMISSION APPROVAL

The City of Laredo Planning Commission approved the filing for record of this Plat at a public meeting held on the 5th of November 2007 The minutes of meeting reflect such approval.

Keith Selman, Planning Director — 11/20/07 Date

PLAT APPROVAL - CITY ENGINEER

STATE OF TEXAS
COUNTY OF WEBB

I have reviewed this Plat identified as: Khaledi Heights Subdivision Unit 2, prepared by JoEmma P. Sherfey, P.E. No. 68028, and dated the 4TH of January 2006, with the last revised date on 04-05-06, and have found them in compliance with the Subdivision Ordinance of the City of Laredo, Texas.

Rogelio Rivera, P.E. - City Engineer — 11/16/07 Date

CERTIFICATE OF ENGINEER

STATE OF TEXAS
COUNTY OF WEBB

I hereby certify that proper engineering consideration has been given this Plat to the matters of streets, lots, water, sewer and appurtenances and drainage layout; and to the best of my knowledge, this Plat conforms to all requirements of the Subdivision Ordinance, except for those variances that may have been granted by the Planning Commission of the City of Laredo, Texas.

JoEmma P. Sherfey — STATE OF TEXAS, JOEMMA P. SHERFEY, 68028, REGISTERED, PROFESSIONAL ENGINEER

JoEmma P. Sherfey, P.E. No. 68028 — 09.25.07 Date

CERTIFICATE OF SURVEYOR

STATE OF TEXAS
COUNTY OF WEBB

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this Khaledi Heights Subdivision - Unit 2 Plat is true and correct and was prepared from an actual survey of the property made under my supervision, on the ground, that the corner monuments shown thereon will be properly placed under my supervision.

STATE OF TEXAS, REGISTERED, FRANCISCO ESTRADA IV, 5862, LICENSED, LAND SURVEYOR

Francisco Estrada IV, R.P.L.S. No. 5862 — 09-25-07 Date

ENGINEER/SURVEYOR:	DEVELOPER/OWNER:	DEVELOPER/OWNER:
SHERFEY ENGINEERING CO.	ROSS KHALEDI, PRESIDENT	ROSS KHALEDI, PRESIDENT
104 Del Court	H.K. DESIGNS, INC.,	KHALEDI COMMERCIAL INVESTMENTS, L.P.,
Suite 400	a TEXAS CORPORATION	by KCOM MANAGERS, L.L.C.
Laredo, Texas 78041	P.O. BOX 451130	P.O. BOX 451130
(956) 791-3511	Laredo, Texas 78045-0027	Laredo, Texas 78045-0027

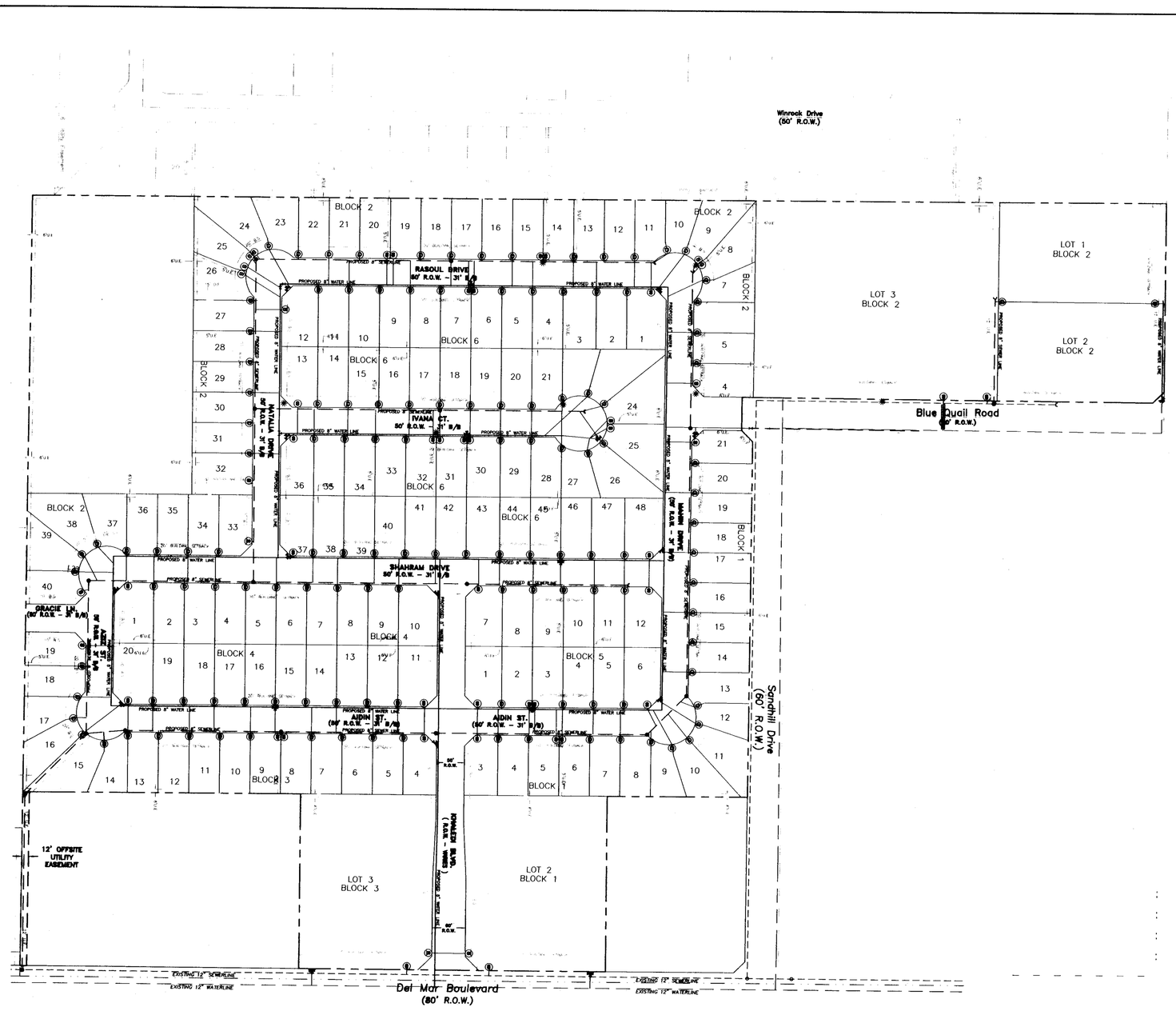
DATE: 01-04-06	
REV: 05-14-07	
SCALE:1" = 100'	
FILE:8066.02.dwg	
PROJECT: 8066.02	

SHERFEY ENGINEERING COMPANY, L.L.C. — 104 Del Court, Suite 400, Laredo, Texas 78041, (956) 791-3511

KHALEDI HEIGHTS SUBDIVISION - UNIT 2

A tract of land containing 42.01 acres of land, more or less, out of the Khaledi Development, LP. 47.47 acre tract situated in Porcion 25, Abstract 50, Juan F. Garcia, Original Grantee per Deed recorded in Volume 1978, Pages 705-714 of the Webb County Official Public Records, same being out of a 33.78 acre tract conveyed to H.K. Designs, Inc., recorded in Volume 2303, Pages 268-274, Webb County Official Public Records and a tract of land conveyed to Khaledi Commercial Investments, L.P., recorded in Volume 1982, Pages 354-361, Webb County Official Public Records.

SHEET No. 1 OF 3



NORTH
Scale: 1" = 100'-0"

GRAPHIC SCALE

100 0 50 100 200

(IN FEET)
1 inch = 100 ft.

Water Supply: Descriptions, Costs, and Operability Date

Khaledi Heights Subdivision Unit 2 will be provided with potable water by the City of Laredo. The subdivider, and the City of Laredo have entered into a contract in which the City of Laredo has promised to provide sufficient water to the subdivision for at least 30 years and the City of Laredo has provided documentation to sufficiently establish the long term quantity and quality of the available water supplies to serve the full development of this subdivision. The City of Laredo has an 8" diameter water line running to the end of Blue Quail Road and a 12" diameter line running along Del Mar Boulevard. The water system for Khaledi Heights Subdivision Unit 2 will consist of an 8" diameter water line connecting to the existing 12" diameter water line along Del Mar Boulevard. This 8" diameter line will run within the subdivision along Khaledi Boulevard, Aidin Street, Shahram Drive, Ivana Court, Rasoul Drive, Natalia Drive, Mahia Drive, Aziz Street, Blue Quail Road, and Gracie Lane. These lines will service a total of 152 residential lots and 5 commercial lots through individual services consisting of a 3/4" diameter single service for individual lots and a 1" diameter dual service lines run to pairs of lots before splitting into two 3/4" diameter single service lines going to the water meter boxes for each lot. The 8" lines, the dual service lines, the 3/4" single service lines, and the meter boxes will be installed, at a total cost of $223,375.00, or $1,422.77 per lot. The subdivider has in addition paid the City of Laredo the sum of $64,798.00 which covers the cost per lot for the water availability and water meter boxes.

Sewage Facilities: Description, Costs, and Operability Date

Sewage from Khaledi Heights Subdivision Unit 2 will be disposed of through the sanitary sewer system of the City of Laredo. The subdivider, and the City of Laredo have entered into a contract in which the City of Laredo has promised to provide sufficient sewage disposal for the full development of this subdivision. The City of Laredo has an existing 12" diameter sanitary sewer line running along Del Mar Boulevard. The sanitary sewer system for Khaledi Heights Subdivision Unit 2 will consist of an 8" sanitary sewer line that will run along Aidin Street, Shahram Drive, Ivana Court, Rasoul Drive, Natalia Drive, Mahin Drive, and Aziz Street. The sanitary sewer system will service a total of 152 residential lots and 5 commercial lots through individual services consisting of a 6" diameter single service for individual lots and a 6" diameter dual service lines run to pairs of lots before splitting into two 6" diameter single service lines. The 8" lines, the dual service lines, and the single service lines have already been installed, at a total cost of $209,188.00, or $1,332.41 per lot. The subdivider in addition paid the City of Laredo the sum of $17,562.01, which covers the installation costs, connection fees, and the reimbursement contract.

Certifications:

By my signature below, I certify that the water and sewage service described above shall be provided in compliance with the Model Rules adopted under Section 16.343, Water Code.

Tomas M. Rodriguez, P.E. Utilities Director — Date: 10/29/07

Certifications:

By my signature below, I certify that the water and sewage service facilities as described above are to the best of my knowledge, in compliance with the Model Rules adopted under Section 16.343, Water Code.

Joëmma P. Sherfey, P.E. No. 86028 — Date: 10-17-07

MAP OF WATER DISTRIBUTION SYSTEM AND SANITARY SEWER SYSTEM

AS PER PLANS SIGNED JUNE 19, 2006

ENGINEER/SURVEYOR:
SHERFEY ENGINEERING CO.
104 Del Court
Suite 400
Laredo, Texas 78041
(956) 791-3511

DEVELOPER/OWNER:
ROSS KHALEDI, PRESIDENT
H.K. DESIGNS, INC.,
a TEXAS CORPORATION
P.O. BOX 451130
Laredo, Texas 78045-0027

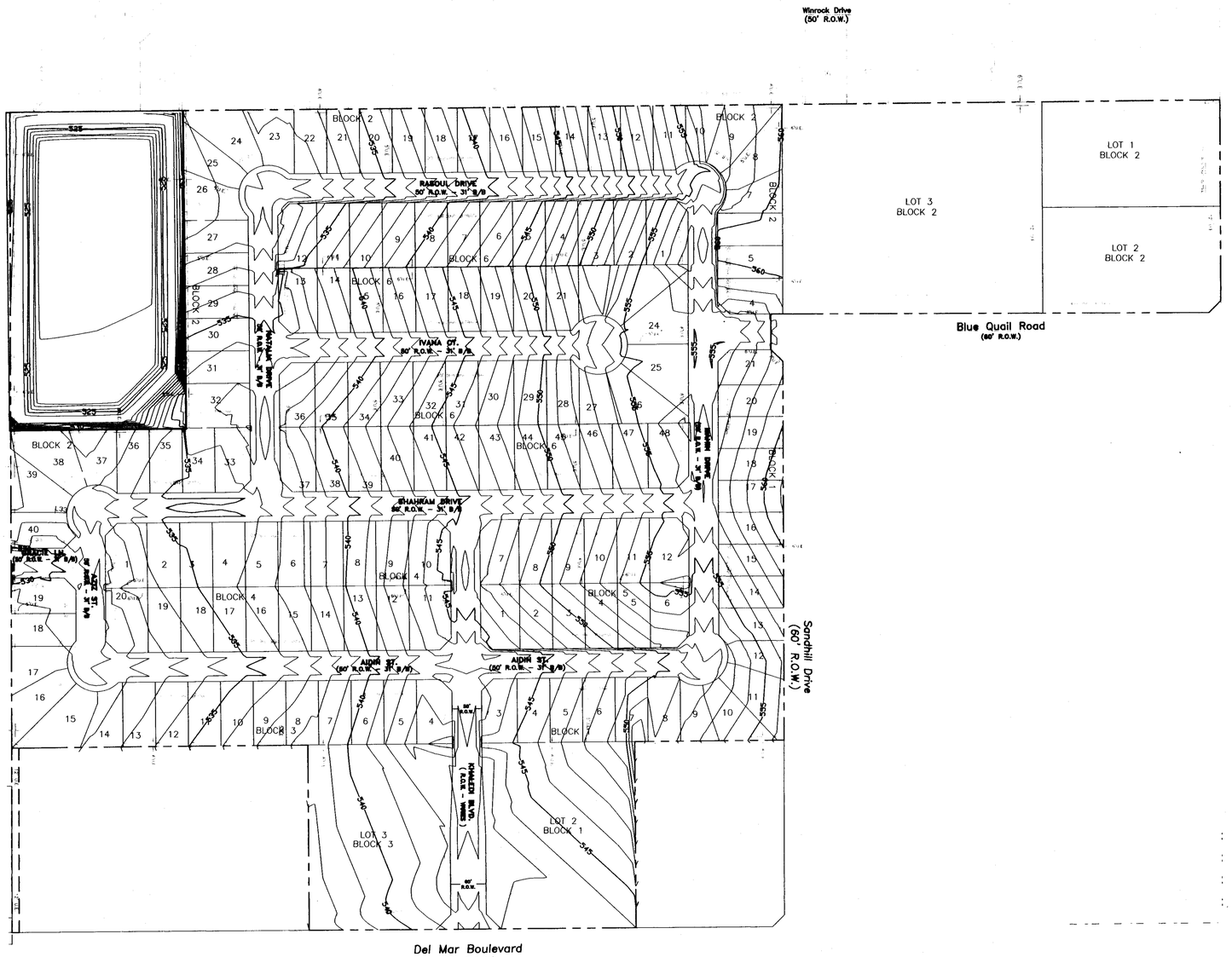
DEVELOPER/OWNER:
ROSS KHALEDI, PRESIDENT
KHALEDI COMMERCIAL INVESTMENTS, L.P.,
by KCOM MANAGERS, L.L.C.
P.O. BOX 451130
Laredo, Texas 78045-0027

DATE: 01-04-06
REV: 04-05-06
SCALE:1" = 100'
FILE:8066.02.dwg
PROJECT:8066.02

SHERFEY ENGINEERING COMPANY, L.L.C.
104 Del Court
Suite 400
Laredo, Texas 78041
(956) 791-3511

KHALEDI HEIGHTS SUBDIVISION – UNIT 2

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POST DEVELOPMENT TOPOGRAPHY

AS PER PLANS SIGNED JUNE 19, 2006

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104 Del Court
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by KCOM MANAGERS, L.L.C.
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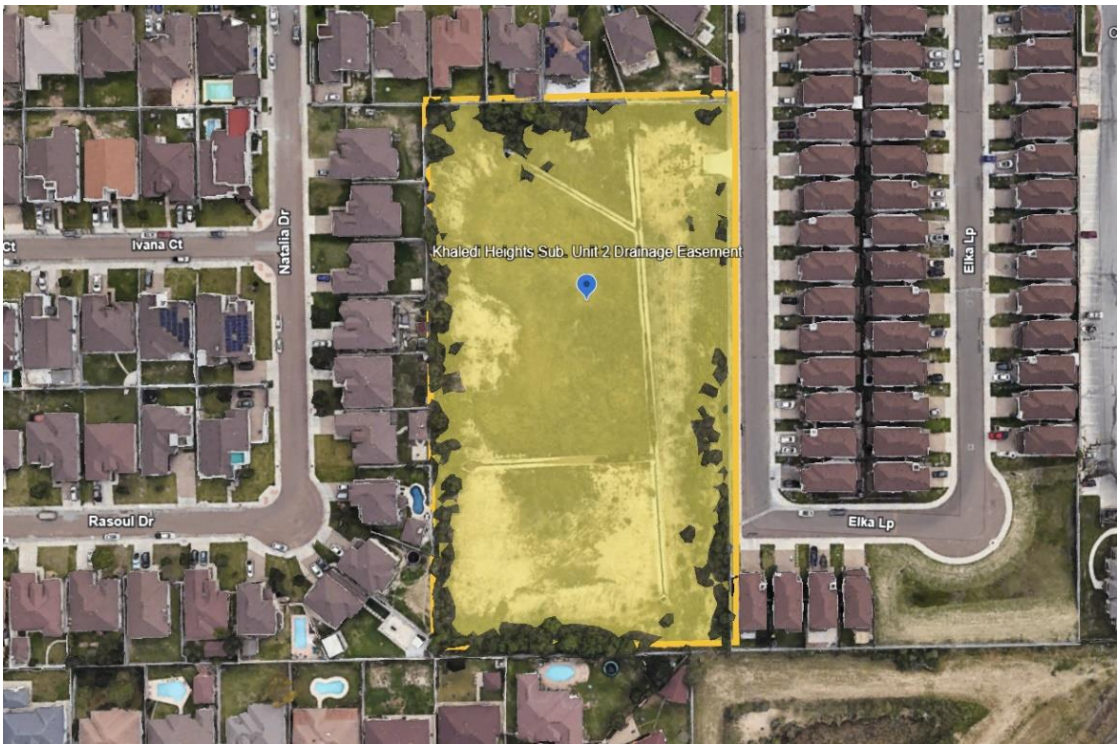
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Land Donation
Khaledi Heights Subdivision Unit 2 (Drainage Easement
Legal Description: KHALEDI HEIGHTS, BLOCK 2, LOT 41, UNIT 2 (DRAINAGE EASEMENT)

Aerial Maps





City of Laredo

City Council

Meeting Date: 3/17/2025 **Resolution 11.**

SUBJECT
A Resolution authorizing the City Manager to execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Highway Safety Improvement Program (HSIP), which includes traffic signal improvements at the McPherson Road Corridor. The project has been awarded federal funds in the amount of $411,057.88 and the City of Laredo shall cover any cost overruns including direct state costs in the estimated amount of $12,500.00 Funds are available in General Fund-Traffic Division.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
Project Budget.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	$9,000.00	0%	$0	0%	$0	100%	$9,000.00
Environmental (byState)	$500.00	100%	$500.00	0%	$0	0%	$0
Construction (by State)	$368,405.43	100%	$368,405.43	0%	$0	0%	$0
Subtotal	$377,905.43		$368,905.43		$0.00		$9,000.00
Engineering Direct State Costs	$3,500.00	0%	$0	0%	$0	100%	$3,500.00
Environmental Direct State Costs	$250.00	0%	$0	0%	$0	100%	$250.00
Right of Way Direct State Costs	$500.00	0%	$0	0%	$0	100%	$500.00
Utility Direct State Costs	$250.00	0%	$0	0%	$0	100%	$250.00
Construction Direct State Costs	$8,000.00	0%	$0	0%	$0	100%	$8,000.00
Indirect State Costs (5.29%)	$20,652.45	0%	$0	100%	$20,652.45	0%	$0
TOTAL	$411,057.88		$368,905.43		$20,652.45		$21,500.00

Initial payment by the Local Government to the State: $4,500.00
Payment by the Local Government to the State before construction: $8,000.00
Estimated total payment by the Local Government to the State $12,500.00. This is an estimate. The final amount of Local Government participation will be based on actual costs.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Staff recommends approval to execute an Advance Funding Agreement with the Texas Department of Transportation.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Yes.
Source of Funds:	Traffic Division General Fund.
Account #:	101-2262-513-2018
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funds are available in the Traffic Division General Fund.

TxDOT:					Federal Highway Administration:	
CCSJ #	0086-01-101	AFA ID	Z00011438		CFDA No.	20.205
AFA CSJs	0922-33-223				CFDA Title	Highway Planning and Construction
District #	22	Code Chart 64#	24000			
Project Name	Installation of Flashing Yellow Arrow – McPherson Rd. Corridor				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Highway Safety Improvements Program
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Laredo**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Installation of Flashing Yellow Arrows.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**Local Government***	Utilities	Article 8
2.	**State**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 11
4.	**State**	Construction Responsibilities	Article 12
5.	**Local Government***	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of installation of flashing yellow arrows along McPherson Rd. corridor from the intersection of BU-59Z and McPherson Rd. to the intersection of US 59 and McPherson Rd. as shown on Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT

procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further

definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this 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. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that

utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was

on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real

property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of Laredo ATTN: City Manager 1110 Houston Street Laredo, TX 78040	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or

whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549

and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-

14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:					Federal Highway Administration:	
CCSJ #	0086-01-101	AFA ID	Z00011438		CFDA No.	20.205
AFA CSJs	0922-33-223				CFDA Title	Highway Planning and Construction
District #	22	Code Chart 64#	24000			
Project Name		Installation of Flashing Yellow Arrow – McPherson Rd. Corridor			*AFA Not Used For Research & Development*	

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

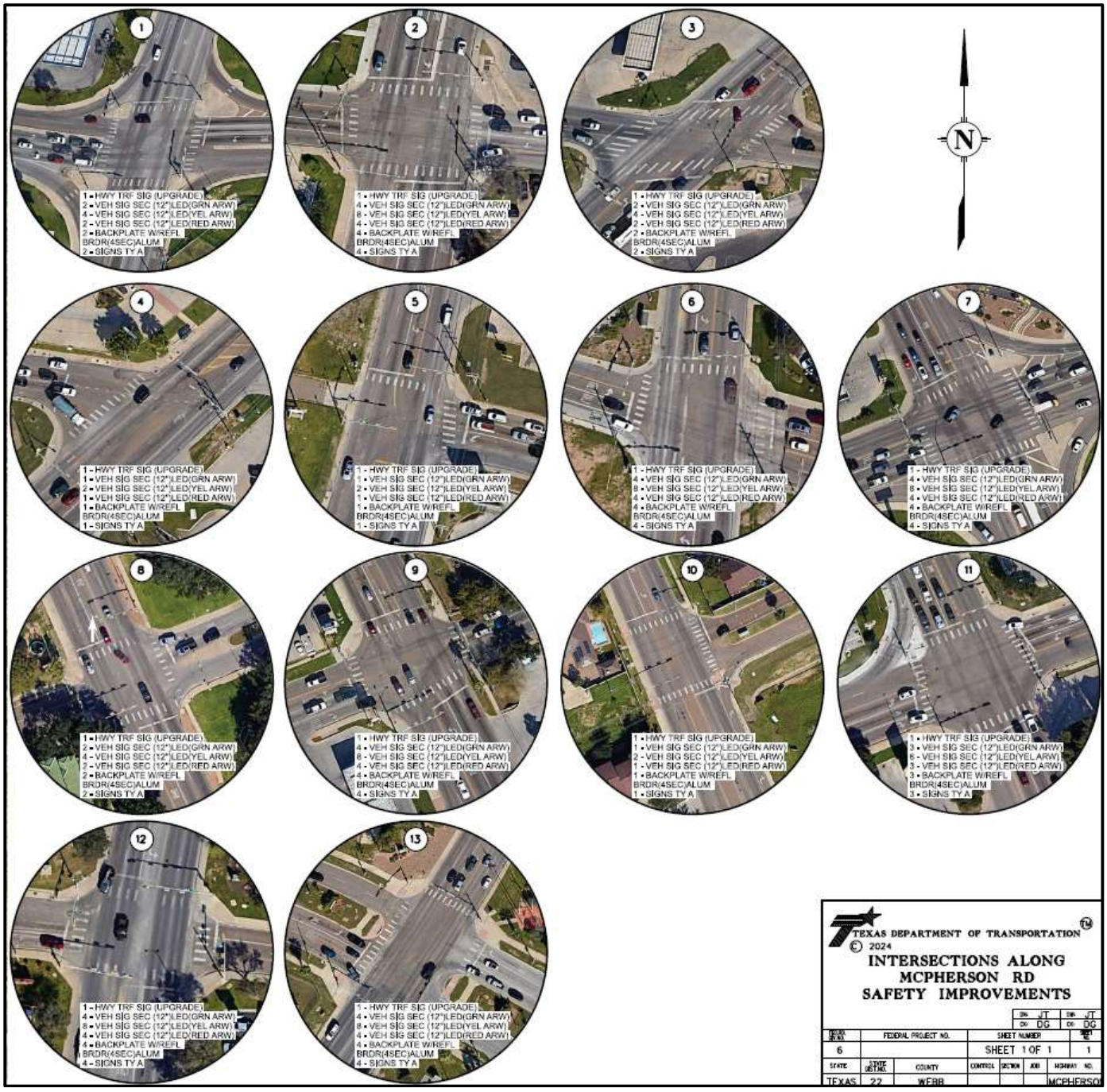
THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Typed or Printed Name	Typed or Printed Name
Typed or Printed Title	Typed or Printed Title
Date	Date

TxDOT:					Federal Highway Administration:	
CCSJ #	0086-01-101	AFA ID	Z00011438		CFDA No.	20.205
AFA CSJs	0922-33-223				CFDA Title	Highway Planning and Construction
District #	22	Code Chart 64#	24000			
Project Name		Installation of Flashing Yellow Arrow – McPherson Rd. Corridor			*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



TxDOT:					Federal Highway Administration:	
CCSJ #	0086-01-101	AFA ID	Z00011438		CFDA No.	20.205
AFA CSJs	0922-33-223				CFDA Title	Highway Planning and Construction
District #	22	Code Chart 64#	24000			
Project Name	Installation of Flashing Yellow Arrow – McPherson Rd. Corridor				*AFA Not Used For Research & Development*	



TxDOT:					Federal Highway Administration:	
CCSJ #	0086-01-101	AFA ID	Z00011438		CFDA No.	20.205
AFA CSJs	0922-33-223				CFDA Title	Highway Planning and Construction
District #	22	Code Chart 64#	24000			
Project Name	Installation of Flashing Yellow Arrow – McPherson Rd. Corridor				*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

Environmental and Construction costs will be allocated based on 100% Federal funding and 0% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	$9,000.00	0%	$0	0%	$0	100%	$9,000.00
Environmental (byState)	$500.00	100%	$500.00	0%	$0	0%	$0
Construction (by State)	$368,405.43	100%	$368,405.43	0%	$0	0%	$0
Subtotal	$377,905.43		$368,905.43		$0.00		$9,000.00
Engineering Direct State Costs	$3,500.00	0%	$0	0%	$0	100%	$3,500.00
Environmental Direct State Costs	$250.00	0%	$0	0%	$0	100%	$250.00
Right of Way Direct State Costs	$500.00	0%	$0	0%	$0	100%	$500.00
Utility Direct State Costs	$250.00	0%	$0	0%	$0	100%	$250.00
Construction Direct State Costs	$8,000.00	0%	$0	0%	$0	100%	$8,000.00
Indirect State Costs (5.29%)	$20,652.45	0%	$0	100%	$20,652.45	0%	$0
TOTAL	$411,057.88		$368,905.43		$20,652.45		$21,500.00

Initial payment by the Local Government to the State: $4,500.00
Payment by the Local Government to the State before construction: $8,000.00
Estimated total payment by the Local Government to the State $12,500.00. This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:					Federal Highway Administration:	
CCSJ #	0086-01-101	AFA ID	Z00011438		CFDA No.	20.205
AFA CSJs	0922-33-223				CFDA Title	Highway Planning and Construction
District #	22	Code Chart 64#	24000			
Project Name		Installation of Flashing Yellow Arrow – McPherson Rd. Corridor			*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

RESOLUTION NO. 2025-R-70

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE HIGHWAY SAFETY IMPROVEMENT PROJECT (HSIP) OFF SYSTEM. WHICH INCLUDES TRAFFIC SIGNAL IMPROVEMENTS AT MCPHERSON ROAD CORRIDOR.

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the state shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.550-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 116752 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as installation of flashing yellow arrows. The portion of the project work covered by this agreement is identified in the Agreement, Article 3, Scope of Work project; and

WHEREAS, the governing Body of the local Government has approved entering into this Agreement by resolution, date _____ 2025, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location map showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL COVENANTS AND AGREEMENTS OF THE PARTIES, TO BE BY THEM RESPECTIVELY KEPT AND PERFORMED AS SET FORTH IN THIS AGREEMENT:

SECTION 1. The City Manager is authorized to execute an Advance Funding Agreement (AFA) for the Highway Safety Improvement Project (HSIP) with the Texas Department of Transportation (TxDOT), including any minor amendments thereto.

SECTION 2. The project has been awarded federal funds in the amount of $411,057.88 and the City of Laredo shall cover any cost overruns including direct state costs in the estimated amount of $12,500.00 and the Traffic Safety Director are hereby authorized to take the necessary steps to carry out this resolution.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____DAY OF _____ ,2025.

_____
DR. VICTOR TREVIÑO, MAYOR

ATTEST:

_____
MARIO MALDONADO JR., CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
DOANH "Zone" T. NGUYEN, CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 3/17/2025 **Consent Agenda 12.**

Contract Renewal

Consideration to renew annual supply contract FY23-028 with Pathmark Traffic Equipment, LLC, San Marcos, Texas in an annual amount of $70,000.00 and for the total contract value of $280,000.00. The initial term of this contract was for a period of one year with the option to renew for three additional one-year periods, upon mutual agreement of the parties and availability of appropriated funds. This is the second of three extension periods. Funding is available in the General Fund - Traffic Safety Department.

PREVIOUS COUNCIL ACTION

Approved a one-year contract on February 6, 2023.
Approved the first extension period on February 20, 2024.

BACKGROUND

This contract establishes pricing for the purchase of speed hump signs and markings for the Traffic Safety Department. There was no price increase during the last extension period. The term of this contract shall be for a period one year with the option to renew for an additional one-year period, upon mutual agreement of both parties and availability of appropriated funds. This is the second extension period.
Current pricing summary is attached.

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year:	2025.
Budgeted Y/N?	Yes**.**
Source of Funds:	General Fund - Traffic Safety Division**.**
Account #:	101-2263-512-3014
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 purchase can be made.

City of Laredo

City Council

Meeting Date: 3/17/2025 **Consent Agenda 13.**

SUBJECT
Ratifying service lease program contract with sole source provider IPS Group, Inc., San Diego, CA, for five (5) years as stated on the Agreement to Purchase Parking Technology and Related Services of the Terms and Conditions. This service agreement has an initial term of five (5) years with the option to renew five (5) additional one (1) year increments, for a total of ten (10) years. The initial term of the lease program contract runs from November 15, 2023 through November 14, 2028 for an annual amount not to exceed $75,000.00 and for a total contract value of $750,000.00, contingent on continued appropriations in future fiscal years. This contract is for the purchase of parking technology and related services for parking meter operations. Funding shall be available in the Parking Enforcement Division Budget.

PREVIOUS COUNCIL ACTION
On January 22, 2024, City Council authorized to enter and execute contract agreement.

BACKGROUND
This contract is for single space meter purchases, vehicle detection sensors, monthly wireless data fess for meters and sensor, software license, meter parts credit card and Park Smarter mobile payment fees, replacement parts and meter repair services. These meters and services are part of daily parking meter operations. Contract is for five (5) years and has the option to renew for five (5) additional one (1) year increments for a total of ten years, contingent on continued appropriations in future fiscal years.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
It is recommended this contract agreement be approved.

Fiscal Impact

Fiscal Year:	24-25
Budgeted Y/N?:	Y
Source of Funds:	Parking Enforcement Division
Account #:	251-2265-513-5588
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Funding is available in the Parking Enforcement Division account # 251-2265-513-5588

File #:	23-0481 Version: 1		
Type:	Consent Agenda	Status:	Passed
File created:	11/16/2023	In control:	City Council
On agenda:	1/22/2024	Final action:	1/22/2024
Title:	Authorizing the City Manager to enter and execute a contract agreement to purchase parking technology and related services for parking meter operations from sole source provider IPS Group, Inc. (IPS) for an estimated annual amount of $75,000.00. Contract agreement includes additional single space meter purchases, vehicle detection sensors, monthly wireless data fees for meters and sensors, software license, meter parts, credit card and Park Smarter mobile payments fees, replacement parts and meter repair services. This contract is contingent on continued appropriations in future fiscal years and includes option to extend two (2) additional terms to purchase parking technology and related services. Funding shall be available in Parking Meter Fund-Parking Enforcement Division Budget.		
Attachments:	1. City of Laredo Texas Parking Technology Agreement		

History (1) Text

SUBJECT

Authorizing the City Manager to enter and execute a contract agreement to purchase parking technology and related services for parking meter operations from sole source provider IPS Group, Inc. (IPS) for an estimated annual amount of $75,000.00. Contract agreement includes additional single space meter purchases, vehicle detection sensors, monthly wireless data fees for meters and sensors, software license, meter parts, credit card and Park Smarter mobile payments fees, replacement parts and meter repair services. This contract is contingent on continued appropriations in future fiscal years and includes option to extend two (2) additional terms to purchase parking technology and related services. Funding shall be available in Parking Meter Fund-Parking Enforcement Division Budget.

PREVIOUS COUNCIL ACTION

Original contract was approved on November 18, 2013 and renewed on January 17, 2017.

BACKGROUND

On November 18, 2013, City Council approved a motion to award original contract FY13-040 to IPS Group, Inc. to purchase and install smart meters to accept credit cards considered state of the art parking meters and vehicle detection sensors and related services for parking meter operations.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

It is recommended this contract agreement be approved.

Fiscal Impact

Fiscal Year:	FY23- FY24
Budgeted Y/N?:	Y

Source of Funds: Parking Meter Funds
Account #: 251-2620-523-5588
Change Order: Exceeds 25% Y/N: Y

FINANCIAL IMPACT:
Funding is available in Parking Meters fund account # 251-2620-523-5588



7737 Kenamar Court
San Diego, CA 92121
ipsgroup.com
858-4040-0607

CUSTOMER AGREEMENT

Date Created:
11/15/2023

Created For:
City of Laredo, TX

AGREEMENT TO PURCHASE PARKING TECHNOLOGY AND RELATED SERVICES

This Agreement To Purchase Parking Technology And Related Services ("Agreement") is made effective ____11/15/2023_____ (the "Effective Date"), by and between CITY OF LAREDO, TEXAS , a MUNICIPALITY (the "MUNICIPALITY"), and IPS GROUP, INC., a Pennsylvania corporation ("IPS"), with reference to the following:

RECITALS

A. MUNICIPALITY is a duly organized and validly existing under the laws of the State of Texas with the power to carry on its business as it is now being conducted under the statutes of the State of Texas

B. IPS is a Pennsylvania corporation that is qualified to do business in the State of Texas. IPS markets and supports a variety of parking technologies, hardware, software and related services.

C. MUNICIPALITY and IPS desire to enter into this Agreement for IPS to deliver and install its parking technology hardware (the "Equipment") and related software services (the "Services", and collectively "Equipment and Services") to the MUNICIPALITY upon the terms and conditions set forth below. The Equipment and Services are described in Attachment A.

Now, therefore, the parties agree as follows:

TERMS AND CONDITIONS

1. **Term of Agreement.**

   1.1. **Initial Term.** The term of the Agreement means the period from the Effective Date above and will be in effect for a period of five (5) years ("Initial Term").

   1.2. **Option to Extend.** MUNICIPALITY shall have the option to extend the term of the Agreement for five (5) additional one (1) year increments, for a total period of ten (10) years. MUNICIPALITY shall notify IPS of its intention to exercise the option to extend the Agreement at least ninety (90) days prior to the end of each such term, absent which the term shall automatically renew for the next one (1) year period.

2. **IPS Services.**

   2.1. **Scope of Services.** IPS agrees to diligently undertake, perform, and complete all of the services described in Attachment A as directed by the MUNICIPALITY. In the case of any conflict, the Terms and Conditions section of this agreement shall supersede information contained in the Attachments or Exhibits contained herein.

3. **MUNICIPALITY Services & Responsibilities.** The MUNICIPALITY agrees to:

   3.1. Make available to IPS any currently existing documents, data or information required for the performance of this Agreement, including any material updates therein.

3.2. Designate a representative authorized to act on behalf of the MUNICIPALITY.

3.3. Keep, at its own cost and expense, the Equipment in good repair, condition and working order, adhering to any requirements for preventative maintenance.

3.4. Notify IPS of any need for customer service support or warranty repair work and will coordinate the return process with IPS.

3.5. Comply with applicable national, state, and local laws and regulations in any way relating to the possession or use of the Equipment and Services.

4. Equipment Delivery, Installation and Acceptance.

4.1. IPS shall deliver new, fully tested Equipment. No used or previously owned Equipment will be allowed unless otherwise agreed to in writing by the MUNICIPALITY.

4.2. Delivery and installation of all Equipment will take place during standard business hours.

4.3. Unless otherwise stated to the contrary, all prices for delivery of Equipment are FOB San Diego.

4.4. Unless otherwise notified in writing, the Equipment shall be deemed accepted by the MUNICIPALITY and to its satisfaction no later than fifteenten (150) business days following completed installation or thirty (30) days following delivery, whichever occurs first.

5. Compensation

5.1. The MUNICIPALITY will compensate IPS for the IPS Equipment and Services, as set forth in Attachment B.

5.2. MUNICIPALITY further agrees to pay to IPS the amounts specified in Attachment B on a Net 30 basis from the date of invoice.

5.3. For any merchant accounts held by IPS for the benefit of the MUNICIPALITY, IPS shall be entitled to withhold any banking, interchange, gateway, convenience, service, merchant account, or other monthly fees when remitting a monthly net amount to the MUNICIPALITY.

5.4. Payment for the Equipment shall be due and paid upon delivery of each batch or invoiced line item of Equipment to the MUNICIPALITY.

5.5. MUNICIPALITY agrees to promptly notify IPS in writing of any dispute with any invoice, and those invoices for which no such notification is made within 10 business days after receipt of the respective invoice shall be deemed accepted by the MUNICIPALITY.

5.6. MUNICIPALITY shall pay interest on any invoices amounts with are unpaid after 45 days at a rate of 1.5% per month (18.0% per year, effective rate) and the maximum allowable by law, whichever is less, from the date such amounts become due. For amounts that are in excess of 90 days past due, MUNICIPALITY agrees to pay all costs incurred by IPS to collect any overdue amounts.

5.7. ~~All pricing excludes any taxes that may be applicable to the MUNICIPALITY. Any applicable taxes will be added to invoices and will be paid by the MUNICIPALITY on submission of an invoice. Exemption from the payment of applicable taxes shall be provided by the MUNICIPALITY in writing~~ The MUNICIPALITY warrants that it is a corporate and political body under the laws of the state of Texas and that it claims exemption from state and use taxes under Taxes Tax Code Ann.

S151309 as amended. MUNICIPALITY shall provide Exemtions Certificates to IPS, upon request. MUNICIPALITY further warrants that it does not pay personal property taxes or similar taxes and governmental charges associated with the ownership, possession or use of the Equipment, subject to this Agreement, which IPS may be required to pay, or reimburse IPS for any charge. The MUNICIPALITY indemnifies IPS against any claim for payment of any such taxes.

5.8. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. MUNICIPALITY Average compounded annually. Such pricing adjustments shall require 30 days' prior notice.

6. **Risk and Title.**

6.1. IPS shall bear risk of loss of the Equipment, including any damage sustained during transportation to the delivery site. Risk in the Equipment shall pass to MUNICIPALITY upon delivery. Transfer of title to Equipment shall only pass to MUNICIPALITY upon full payment for the Equipment.

7. **Warranties.**

7.1. IPS shall provide a limited 12-month warranty on the Equipment as described in Attachment C, being the IPS Limited Warranty. Extended warranties are available for an additional fee.

7.2. IPS shall provide technical support via telephone Mondays through Fridays from 8:00 AM to 4:00 PM PST. IPS can provide on-site services at the MUNICIPALITY's request. Lead times and costs for such services will be provided at the time of the request. IPS shall ensure the availability of current manuals and shall provide all manuals for any future upgraded or new services to the MUNICIPALITY.

7.3. Wireless Coverage & Longevity: IPS does not operate a mobile wireless network, but relies on third party carriers for this service. MUNICIPALITY agrees that it is not a 3rd party beneficiary from any agreements between IPS and its carrier partners, and as there is no direct contract between the MUNICIPALITY and the carrier for this Agreement, the wireless carrier shall have no liability of any kind created by this Agreement. Carriers from time to time may change coverage areas, wireless technology platforms or make other network changes that are not within the control of IPS. During the term of this Agreement, IPS shall provide the MUNICIPALITY the ability to upgrade or change carriers as needed at the prices contained herein or at such prices as may be agreed. Any such change or upgrades shall be at the sole cost and discretion of the MUNICIPALITY.

7.4. IPS warrants that the software Services will substantially conform to the applicable scope of work. IPS does not warrant that the software Services will operate uninterrupted or error-free. IPS will use commercially reasonable efforts to deliver to the MUNICIPALITY software Services free from any viruses, programs, or programming devices designed to modify, delete, damage or disable the software Services or MUNICIPALITY data.

7.5. MUNICIPALITY warrants that it shall not share usernames or passwords to allow any 3rd party, including but not limited to consultants, agents, or any other individuals, to gain access to Equipment and Services of any kind without the written permission of IPS. MUNICIPALITY further agrees to not do anything that could potentially compromise the security of IPS Equipment and Services or use IPS Equipment and Services in any manner which could violate local, provincial,

state or federal law.

7.6. THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE IPS'S SOLE AND EXCLUSIVE WARRANTIES. IPS AND ITS 3RD PARTY SUPPLIERS PROVIDE SOFTWARE SERVICES "AS IS". THE EXTENT OF IPS'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT OR DEFECTIVE SOFTWARE SERVICE. IPS DOES NOT PROVIDE ANY WARRANTY OF ANY KIND WITH REGARDS TO 3RD PARTY EQUIPMENT, WIRELESS COVERAGE OR SOFTWARE SERVICES, WHETHER SUPPLIER IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE. IPS AND ITS 3RD PARTY SUPPLIERS AFFIRMATIVELY EXCLUDE ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE EQUIPMENT AND/OR SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IPS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

7.7. The provisions of this Section will survive expiration or termination of this Agreement.

8. Intellectual Property and Ownership.

8.1. IPS represents and warrants that it owns or has acquired all requisite rights and licenses to use all intellectual property embodied, practiced or employed in IPS Equipment and Services being used by the MUNICIPALITY pursuant to this Agreement.

8.2. IPS hereby grants the MUNICIPALITY, including its departments, commissioners, officials, officers, employees, consultants, and agents (collectively, "MUNICIPALITY") all the rights and licenses required to use IPS Equipment and Services. Such rights and licenses are limited, non-assignable, non-transferable and non-exclusive, and solely for the MUNICIPALITY's internal use for the specific purposes of this Agreement.

8.3. All pre-existing and independently developed intellectual property (including copyrights), and any derivation thereof, including but not limited to designs, models, inventions, processes, methodologies, software, associated documentation, software upgrades, modifications and customizations, copyrightable material and other tangible and intangible materials authored, and combinations thereof, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by IPS and provided to the MUNICIPALITY ("Pre-Existing and Independently Developed IP") will at all times remain the sole and exclusive property of IPS and/or its vendors. Nothing in this Section or elsewhere in this Agreement shall be construed as assigning, selling, conveying, or otherwise transferring any ownership rights or title in IPS's Pre-Existing and Independently Developed IP.

8.4. IPS understands the nature of public information and the requirement for the MUNICIPALITY to adhere to all rules and laws that apply to public information, such as the Freedom of Information Act, Public Records Act(s), and the like. Should the Municipality be obliged to disclose any information relating to the Equipment, the Services or any Confidential Information concerning IPS, the Municipality undertakes to give IPS prior written notice of its intention to do so and to afford IPS

sufficient time in which to launch injunctive proceedings.

8.5. The MUNICIPALITY agrees that it shall not knowingly agree, whether directly or indirectly, to sell, loan or rent any equipment or allow any third party to gain access to Equipment, software, back-office software, reporting or documentation provided by IPS for any purpose, including but not limited to the purposes of Inspection, benchmarking or reverse engineering or evaluation without the prior written consent of IPS, or as mandated by applicable law or any binding order of Court.

8.6. The provisions of this Section will survive expiration or termination of this Agreement.

9. Confidential Information.

9.1. "Confidential Information" shall mean, without limitation, all strategic information, business plans, data, sketches, drawings, pictures, business records, customers lists, marketing plans, policies and procedures, pricing, product information, drawings, source code, API documentation, designs, specifications, information relating to processes, technologies, methodologies, concepts or theory and any or all other information which may be disclosed by the disclosing party to the recipient that may reasonably be considered to be proprietary and non-public data, including correspondence both written and verbal and identified as "confidential" or which could reasonably be determined as confidential.

9.2. The recipient acknowledges the competitive value and confidential nature of the Confidential Information and the damages that would result to the disclosing party if any such information were disclosed or misused, therefore, recipient will keep Confidential Information protected, utilizing the same level of care and discretion that is used by the recipient to protect similar sensitive information, and shall not be disclosed by the recipient in any manner whatsoever.

9.3. The recipient shall have no non-disclosure obligation hereunder with respect to any Confidential Information which (A) has been legally made public, other than by acts of the recipient in violation of this Agreement or (B) was or becomes independently known or available to the recipient, on a non-confidential basis, from a source other than the disclosing party and which is not subject to any restrictions or disclosure or (C) is independently developed by the receiving party, such independent development being reasonably documented or (D) is disclosed with written permission by the disclosing party or (E) is obligated to be produced where required by a court order.

9.4. The recipient shall notify the disclosing party promptly of any loss, misuse or misappropriation of the Confidential Information. Recipient agrees that no license, either expressed or implied, is hereby created or granted to recipient by disclosing party to use any of the Confidential Information. All rights and title to the Confidential Information shall remain in the disclosing party.

10. Dispute Resolution.

10.1. If any dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to meet and confer and negotiate in good faith prior to initiating a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum and to the extent possible, one senior level individual with decision making authority regarding the dispute. The purpose of this and any

subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation via a mutually agreed third party, with the cost of mediation equally shared between the MUNICIPALITY and IPS or as otherwise agreed to between the parties. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described above.

11. Termination of Agreement for Cause.

11.1. If either the MUNICIPALITY or IPS violates any material term or condition of this Agreement or fails to fulfill in a timely and proper manner its obligations under this Agreement, then the aggrieved party may give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within 30 calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party. The option to terminate will be at the sole discretion of the aggrieved party and shall not affect the aggrieved party's right to claim damages.

12. Termination of Agreement for Convenience.

12.1. If at any time during the term of this Agreement, the MUNICIPALITY is unable to budget funds to support this Agreement due to financial constraints, a declaration of bankruptcy or financial insolvency, the MUNICIPALITY may terminate this Agreement for convenience upon ninety (90) days written notice of such termination. Upon a termination for convenience, MUNICIPALITY waives any claims for damages, including but not limited to loss of anticipated revenues or profits. As IPS's sole remedy and MUNICIPALITY's sole liability, MUNICIPALITY will pay IPS in full for all outstanding invoices for Equipment provided and Services rendered on or before the date of termination for convenience, as well as reasonable costs incurred by IPS related to the labor, both direct and indirect, and materials used specifically in the process of terminating the Agreement for convenience.

13. Insurance.

13.1. IPS agrees to obtain and maintain during the term of this Agreement the following minimum insurance. Certificates of Insurance: Prior to commencing work under the Agreement, IPS agrees to furnish Certificates of Insurance coverage as set forth below. The premiums for such insurance shall be paid by IPS.

13.2. Commercial General Liability.

i. Minimum Limits: IPS shall obtain minimum limits of $1,000,000.00 each occurrence for bodily injury and property damage, $1,000,000.00 general aggregate, $1,000,000.00 products/completed operations aggregate, and $1,000,000.00 personal and advertising injury. The general aggregate limit shall apply on a "Per Project" basis. These minimum limits may be obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.

ii. Additional Insured: If IPS is required to indemnify certain parties, then IPS shall include such indemnified parties as additional insureds under its Commercial General Liability Policy for

liability due to IPS's negligence resulting from IPS's work for the indemnified parties. A copy of the additional insured endorsement shall accompany IPS's certificate of insurance.

13.3. Automobile Liability, including bodily injury and property damage coverage.

i. Minimum Limits: IPS shall obtain minimum limits of $2,000,000.00 each occurrence for all owned, hired, and non-owned vehicles written on a policy form equivalent to Insurance Services Office coverage form CA 0001. These minimum limits may be obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.

13.4. Workmen's Compensation. IPS shall obtain Worker's Compensation in accordance with Federal and State Laws for all States in which work is performed.

i. Waiver of Subrogation: IPS shall provide a waiver of subrogation with respect to workers compensation in favor of the MUNICIPALITY. A copy of the endorsement shall be attached to the certificate of insurance.

13.5. Employer's Liability Coverage. IPS shall obtain Employers Liability Coverage of at least $1,000,000.00 each accident, $1,000,000.00 disease policy limit and $1,000,000.00 disease each employee.

13.6. Professional [E&O], Data Breach, and Cyber Liability. IPS shall maintain Professional (E&O), Data Breach Liability, and Cyber Liability coverage in the amount of not less than $2,000,000.00 per claim. Coverage may be written on a claims made basis.

13.7. Cancellation: IPS shall provide to the Municipality 30 days' notice in the event of cancellation, termination, or non-renewal without replacement. This notice shall be 10 days in the event cancellation for non-payment of premium.

13.8. Carrier Rating: All carriers must have an AM Best rating of no less than A IX.

14. Indemnification and Limits of Liability

14.1. IPS agrees to defend with counsel reasonably acceptable to the MUNICIPALITY and indemnify MUNICIPALITY, its elected and appointed officials, officers, agents, employees, contractors and agents (collectively, the "Indemnified Parties") from and against losses, claims, expenses (including, but not limited to, reasonable attorneys' fees), costs, liabilities or damages (collectively, "Losses") arising from IPS's breach of its obligations under this Agreement, arising from IPS's acts or omissions, for any Losses incurred by or asserted against any one or more or all of the Indemnified Parties by reason of damage to property or injury to, or death of, any person, caused by the acts, omissions, or negligence of IPS, its employees, agents or contractors. IPS shall not be responsible for any Losses attributable to acts, omissions, or negligence of the Indemnified Parties, including misuse or abuse of IPS Equipment and Services, nor for any Losses arising directly or indirectly caused by acts of vandalism.

14.2. Notwithstanding the foregoing, this indemnification shall not apply to claims made by third parties in instances in which (a) IPS simply followed the directions or instructions provided by MUNICIPALITY; (b) MUNICIPALITY changed, modified or altered the services rendered or tasks performed by IPS such that, absent MUNICIPALITY's actions, no such claims would have been

brought against IPS and/or MUNICIPALITY; or (c) the claims asserted by a third party derive from the combination of technology and/or intellectual property of IPS when used with MUNICIPALITY's owned or licensed technology and/or intellectual property such that, absent such combination, no such claims could have independently been brought by or against IPS.

14.3. In order for MUNICIPALITY to obtain the indemnification from IPS specified herein, MUNICIPALITY must: (a) promptly notify IPS in writing of the claims for which indemnification is sought; (b) provide IPS with copies of all pleadings, writings and documents pertaining to such claim; (c) permit IPS to control the defense of such claim and all settlement discussions in regards to resolving such claim; and (d) provide reasonable cooperation to IPS in regards to the litigation or negotiation of a resolution of such claim. Notwithstanding the foregoing sentence, IPS will not enter into any settlement without MUNICIPALITY's prior written consent, unless all third party claims against MUNICIPALITY are released without any further liability on MUNICIPALITY's part. This paragraph shall survive the termination or expiration of this Agreement.

14.4. Nothing in this Agreement shall constitute any form of real or implied revenue guarantee by IPS.

14.5. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, ANTICIPATED RENVUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES (INCLUDING ANY CLAIMS ARISING FROM INTERRUPTION OF OR OTHER DEFICIENCIES IN WIRELESS OR INTERNET SERVICES), AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE. THE TOTAL CUMMULATIVE LIABILITY INCURRED BY IPS IN CONNECTION WITH THIS AGREEMENT SHALL BE SOLELY LIMITED TO THE AMOUNT PAID TO IPS IN AN AMOUNT EQUAL TO THE PRECEDING 6 MONTHS TOTAL FEES PRIOR TO THE CLAIM.

14.6. Both Parties acknowledge that the Limitations of Liability set forth above are fundamental elements of this Agreement, without which neither Party would not have entered into this Agreement.

15. Liens and Taxes.

15.1. MUNICIPALITY shall keep the Equipment free and clear of all levies, liens, and encumbrances, except those created by this Agreement. MUNICIPALITY shall pay, when due, all charges and taxes (local, state, and federal), which may now or hereafter be imposed in conjunction with this Agreement.

16. Notices.

16.1. All notices under this Agreement must be in writing, shall refer to the title and effective date of this Agreement, and shall be sufficient if given personally, sent and confirmed electronically, or mailed certified, return receipt requested, postage prepaid, and at the address hereinafter set forth or to

such address as such party may provide in writing from time to time. Any such notice will be deemed to have been received five days subsequent to mailing. Notices shall be sent to the following addresses:

IPS:
IPS Group, Inc.
7737 Kenamar Court
San Diego, CA 92121
Attn: Chad Randall
chad.randall@ipsgroupinc.com
tel: 858-4040-0607

MUNICIPALITY:
City of Laredo
1110 Houston Street
Laredo, TX 78040
Attn: Norma Ramirez
nramirez@ci.laredo.tx.us

17. Relationship of the Parties.

17.1. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association between the parties, and both Parties shall be and remain independent entities. Neither Party has the right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other Party or to bind the other Party in any respect whatsoever, except as otherwise provided in this Agreement.

18. Assignment.

18.1. Should the MUNICIPALITY enter into an agreement with a third party for parking operations during the term of this Agreement, IPS shall provide that operator the same rights, terms, and conditions as included in this Agreement. Such assignment shall not be effective unless and until the MUNICIPALITY has provided notice to the IPS of such assignment, and any such third party will be required to adhere to all terms and conditions contained herein.

18.2. IPS may not assign, hypothecate or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of MUNICIPALITY, which shall not be unreasonably withheld.

19. General Provisions.

19.1 Waiver. A waiver of any breach of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No delay or failure on the part of either Party to insist on compliance with any provision of this Agreement shall constitute a waiver of such Party's right to enforce such provision, no matter the length of the delay. In the case of any granted waiver by the consenting Party, which must be provided in writing, such waiver shall not constitute a waiver of the same obligation or any other obligation under this Agreement.

~~19.1~~ 19.2. Waiver of defense. MUNICIPALITY does not and shall not waive or relinquish any immunity or defense on behalf of itself, its commissioners, officers, employees and agents as a result of the execution of this Agreement and the performance of the functions and obligations described herein.

~~19.2~~ 19.3. Modification or Amendment. No oral modifications shall be effective and nothing shall be deemed as a modification of this Agreement unless provided in writing and signed by both Parties.

~~19.3~~ 19.4. Entire Agreement. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof. Understandings, agreements, representations or warranties not contained in this Agreement, or as written amendment hereto, shall not be binding on either Party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality or specifications of this Agreement shall be binding on either party without the written consent of both Parties.

~~19.4~~ 19.5. Injunctive Relief. The Parties agree that a breach of the obligations in Section 8 ("Intellectual Property and Ownership") and Section 9 ("Confidential Information") may cause irreparable harm to the affected party, the amount of which would be impossible to ascertain, and that there is no adequate remedy at law. Notwithstanding the provisions of Section 10 ("Dispute Resolution"), and in addition to any other rights and remedies it may have, the affected Party shall have the right to

obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any provision of this Agreement, and both Parties agree that no bond or other security shall be required in obtaining such equitable relief and consents to the issuance of such injunction and to the ordering of specific performance without proof of actual damages.

19.5 19.6. Integration. This Agreement may be executed in multiple counterparts each of which shall be deemed an original, but all of such taken together shall constitute only one Agreement, superseding all prior understandings, oral or written; and it is expressly understood, and that this Agreement does not obligate either party to enter into any other or further agreements.

19.6 19.7. Governing Law. This Agreement shall not be construed against either Party regardless of which Party drafted it. This Agreement shall be construed and enforced according to the laws of the State of Texas, without regards to conflict-of-laws principles, and all local laws, ordinances, rules, and regulations.

19.7 19.8 Venue and Jurisdiction. The MUNICIPALITY and IPS agree that the venue shall be in Webb County and Texas . Any litigation arising out of this Agreement may only be brought in either the United States District Court, or the DistrictSuperior Court of Texas, County of Webb appropriate. The Parties agree that venue exists in either court, or each Party expressly waives any right to transfer to another venue. The Parties further agree that either court will have personal jurisdiction over the Parties to this Agreement.

19.8 19.9. Attorney's Fees. If any suit, action, arbitration or other proceeding is instituted upon this Agreement or to enforce rights, judgments or otherwise pursue, defend or litigate issues, or any other controversy arises from this Agreement, the prevailing Party shall be entitled to recover from the other party and the other Party agrees to pay the prevailing Party, in addition to costs and disbursements allowed by law, such sum as the court, arbitrator or other adjudicator may adjudge reasonable as an attorney's fee in such suit, action, arbitration or other proceeding, and in any appeal. Such sum shall include an amount estimated by the court, arbitrator or adjudicator, as the reasonable costs and fees to be incurred in collecting any monetary judgment or award or otherwise enforcing each award, order, judgment or decree entered in such suit, action or other proceeding.

19.9 19.10. Force Majeure. If any Party is prevented from performing its obligations stated in this Agreement by any event not within the reasonable control of that Party, including, but not limited to, acts of God, war, civil disturbance, insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, flood or storm, labor disturbances including strikes or lockouts or epidemic, and failures of public utilities (such as internet, cellular network, and electricity), it shall not be in default in the performance of its obligations stated in this Agreement. Provided, however, any Party delayed by such an event shall request an extension of time to perform its obligations stated in this Agreement by notifying the Party to which it is obligated within ten days following the event. If the notified Party agrees that the event was the cause of the delay, the time to perform the obligations stated in this Agreement shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed Party, no time extension shall be granted. If any event of force majeure exists for a continuous period of more than 120 days, then either Party shall be entitled to terminate this Agreement without being liable for any

claim from the other Party.

~~19.10~~ 19.11. Severability. If any provision in this Agreement subsequently is determined to be invalid, illegal or unenforceable, that determination shall not affect the validity, legality or enforceability of the remaining provisions stated in any section or sub-section of this Agreement unless that effect is made impossible by the absence of the omitted provision.

~~19.11~~ 19.12. Authorization. Both Parties represent and warrant that the person executing this Agreement on behalf of each Party is an authorized agent who has actual authority to bind each Party to each and every term, condition, and obligation of this Agreement and that all requirements of each Party have been fulfilled to provide such actual authority.

~~19.12~~ 19.13. Determination. Notwithstanding anything to the contrary, should either Party be required to make any determination in terms of this Agreement, such determination shall be made in a reasonable and objective manner without undue delay.

~~19.13~~ 19.14 Binding Document. The MUNICIPALITY and IPS each binds itself, its partners, successors, assigns, and legal representatives to the other Party hereto in respect to all covenants, conditions, and obligations contained in the Agreement.

~~19.14~~ 19.15. Section Headings. All section headings in this Agreement are for the convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

~~19.15~~ 19.16. Survival of Provisions and Obligations. Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

Signature page to follow:

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

MUNICIPALITY:

ATTEST:

By: _____
Jose A. Valdez, III
City Secretary

By: _____
Joseph Neeb
City Manager

APPROVED AS TO FORM:

By: _____
Rodolfo Morales, III
Assistant City Attorney

IPS GROUP, INC.,
a Pennsylvania corporation

By: _____
Brian Webber
General Counsel

ATTACHMENT A – SCOPE OF SERVICES

INSERT SCOPE OF WORK

ATTACHMENT B – Pricing and Warranty

SINGLE-SPACE AND SENSORS

CAPITAL AND ONGOING COSTS

M5™ Capital Costs	New	Factory Certified*
M5™ IPS Credit Card-Enabled Single-Space Meter (12-month warranty, NFC contactless, RFID tag) Quantity 0-500	$535.00	$395.00
M5™ IPS Credit Card-Enabled Single-Space Meter (12-month warranty, NFC contactless, RFID tag) Quantity 501-1000	$525.00	$375.00
M5™ IPS Credit Card-Enabled Single-Space Meter (12-month warranty, NFC contactless, RFID tag) Quantity 1000+	$515.00	$355.00
Optional: Add BLE capability	$65.00	$65.00
Shipping (Ex Works – to be quoted based on ship to zip code)	TBQ	TBQ
Installation (to be quoted based on scope)	TBQ	TBQ
Optional: Extended Warranty (12-month period)	$50.00	$60.00
Optional: Extended Warranty (48-month period)	$170.00	$200.00

M5™ Ongoing Fees	Option 1	Option 2
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee (per meter per month)	$6.60	$9.00
Secure Credit Card Gateway Fee (per transaction)	$0.13	$0.07
Optional: Merchant Processing Fees (per transaction)	To be quoted based on volume	
Optional: API or Data Integration Services	To be quoted based on the need	

VEHICLE DETECTION SENSORS CAPITAL AND ONGOING COSTS

Vehicle Detection Sensors Capital Costs	Price per unit
In-Ground Vehicle Detection Sensors (includes 12-month warranty)	$295.00
Dome Mount Vehicle Detection Sensors (includes 12-month warranty)	$295.00
Shipping (Ex Works – to be quoted based on ship to zip code)	TBQ
Installation (to be quoted based on scope)	TBQ

Vehicle Detection Sensors Ongoing Costs	Cost per space per month
Management System/Base Data Fee	$3.50

Optional: Real Time Reporting Fee	$3.00

SPARE PARTS

M5™ Spare Part Pricing	M5™
Single Space Electronic Meter Mechanism	$535.00
Card Entry Keypad Assy	$65.00
Hybrid Card Reader	$75.00
Coin Validator	$95.00
Complete Top Cover (with Lexan insert)	$85.00
Lexan for Top Cover	$25.00
Coin Entry Slot	$2.00
M5 Battery Pack (H3)	$49.00
M5 Battery Pack (H5) (available on the 147/247 models only)	$60.00
Solar Panel / Communications Board	$185.00
Main Board	$185.00
Display Board	$125.00
Display Board with NFC	$145.00
BLE Beacon Upgrade	$65.00
RFID Tag	$10.00
MK5 Batter Charger (daisy chain charging unit)	$125.00
Card Reader Cleaning Card featuring Waffletechnology® (40) per box	$54.00

Sensor Spare Part Pricing	In-Dome	Pole
IPS vehicle detection sensor	$295.00	$295.00
Battery Replacement (per D-cell)	$20.00	$20.00

NOTE: This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice. IPS shall have the right to adjust Agreement pricing due to increases in inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average compounded annually.
**Factory Certified meters are previously owned or trial meters but 100% inspected by IPS factory and carry standard 12-month warranty.*

MOBILE PAYMENTS

PARK SMARTER™ MOBILE PAYMENT SOLUTION

Product/Service	Price per unit
PARK SMARTER™ mobile payment decals for SSPM	$2.00
PARK SMARTER™ mobile payment decals for MSM	TBQ
Decal Shipping	TBQ
On-site Setup and Installation	see below
Additional signage or scope of work to be quoted upon request	TBQ

On-site setup: IPS shall provide the client with instructions on how to set up / install decals in support of the PARK SMARTER™ mobile payment application. However, IPS will send staff to provide installation and setup services. The costs for these services will be based on the costs of travel, rental car, hotel, and per diem expenses and will be added to the setup invoice at the completion of the service.

Per Transaction Fees	Fees
Secure Credit Card Gateway / Convenience Fee (per transaction)*	$0.35
Optional: Pushing Time to Meter	$0.10
Optional: Merchant Processing Fees (per transaction)	TBQ

***Per transaction fees:** IPS shall charge a user convenience fee described above, which shall be deposited with the client and invoiced monthly. Alternatively, IPS can quote a combination of fees plus merchant fees that can be paid directly from the merchant account.

Preferred Card Processing Rates: Using our own payment provider IPS can provide preferred pricing for small-ticket mobile payment merchant processing. Quotes for this service are available upon request.

IMPLEMENTATION WITH 3RD PARTIES

Product/Service	Price per unit
Implementation with 3rd party for enforcement	TBQ
Customizations	$200/hr

Implementation: IPS shall integrate with 3rd party enforcement software or IPS can provide the client with IPS enforcement software at prices not included in this proposal. Any client designated 3rd party that charges IPS for integration services will be passed along to the client.

NOTE: This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average compounded annually.

REPLACEMENT PARTS & REPAIR SERVICES

IPS shall provide warranty and non-warranty repair services based out of our office in San Diego, CA. For repair services not able to be first achieved on-site by the Customer or by phone, these meters will be returned to IPS at 7737 Kenamar Court, San Diego, CA, 92121, for repair or rework, and IPS will endeavor to ship within 3-4 weeks of receipt, depending on the quantities received and work schedules. ALL RETURNS REQUIRE AN "RMA" NUMBER prior to shipment to IPS in order to avoid additional delays. An RMA may be requested by contacting the responsible IPS customer support manager, by contacting the IPS Help desk, phone (877) 630-6638 or (858) 404-0607) or email (support@ipsgroupinc.com). All items returned to IPS must be securely packaged to avoid further damage in shipment and all shipments will be via Ground Freight Service unless expedited service and payment of associated fees are requested. Automated RMA tracking, including work performed to repair meters, can be viewed at any time using IPS meter management system.

Product/Service	Price per unit

Single Space M3 ™ Non-Warranty repair work (includes parts/labor)	$125.00 + shipping
Single Space M5™ Non-Warranty repair work (includes parts/labor)	$95.00 + shipping
Multi-Space MS1™ Non-Warranty repair work	To be quoted
On-site technical services: shall be quoted to include labor, travel costs, accommodation, car rental, and per diem costs. Spare Parts shall be quoted and added to final costs based on the identified needs.	$950/day + parts
Shipping costs for any of the above shall be added to the final invoice	

NOTE: This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average compounded annually.

IPS LIMITED WARRANTY – METER SOLUTION

IPS will provide a limited parts warranty for any new meter or sensor product manufactured and supplied by IPS for 12 months under normal use. The warranty protects against defects in materials and workmanship from the point of installation or 15 months from the date of delivery, whichever is sooner, and 90 days from the date of delivery received in the case of spare or repaired products. Software Services are provided "as-is" and IPS shall provide bug fixes at no cost during the contract term.

Additional Warranty Provisions: IPS must have the opportunity to assist in the initial deployment and system installation. Repair or replacement under warranty of any defective product (including any meter or subcomponent) does not extend the warranty period for that product or subcomponent. IPS will either repair or replace products or subcomponents, at our discretion, that are found to be defective within the defined warranty period, with transportation costs prepaid by the customer. Returns for credit will only apply once IPS has received a defective product (including any meter or subcomponent) and confirmed that defects were within the warranty period and are covered under the terms and conditions of the warranty provided. IPS strongly recommends that customers pre-purchase spare parts inventory for immediate access. Defective parts can be replaced immediately from customer stock and IPS shall replace such components upon receipt and determination of defect. On-site labor is explicitly not included in this limited warranty. Customer shall be sufficiently trained to perform all on-site work, including meter or sub-component removal/replacement. IPS can provide additional on-site services under a separate maintenance agreement or quoted on an as-needed basis. THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE IPS'S SOLE AND EXCLUSIVE WARRANTIES. THE EXTENT OF IPS'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT OR DEFECTIVE SERVICE OR SOFTWARE AT THE SOLE OPTION OF IPS. IPS AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE EQUIPMENT AND/OR SERVICES OR SOFTWARE PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IPS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE)

WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

Exclusions: Warranty voided with use of imitation or non-genuine IPS replacement parts, un-authorized alterations, abuse, vandalism, improper installation by customer, handling or general misuse to the equipment (hardware or software), including attempted repairs that result in damage. The warranty specifically excludes any consumable items such as paper, batteries, etc. Software warranty is void if usernames and/or passwords are shared with third parties, or allowance of third party access to IPS software without IPS written consent. Force Majeure: IPS shall not be liable for any warranty provisions where such product failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, internet services or cellular telecommunication failures caused by any of the events or causes described above. IPS provides no warranty with respect to any third-party hardware or software, whether supplied in connection with this Agreement or otherwise.

Preventative Maintenance: The primary operational elements will be a working battery, card reader, coin validator and printer (if applicable). All product surfaces should be kept clean with mild soap and water. No harsh chemicals should be used on any plastic surfaces. The card reader heads should be cleaned with a cleaning card every 1-2 months to ensure optimum performance. Cleaning cards may be purchased from IPS. Batteries should be replaced when notified by the IPS Data Management System. At 6-month increments, the coin validator shall be visually inspected for any damage or debris. Compressed air may be used to keep the card reader, coin acceptor or printer (if applicable) clear of debris, every 6 months. Additional preventative maintenance shall be administered by customer staff at such time as it is apparent to be necessary, even if it should occur on a more frequent basis than described herein.

City of Laredo

City Council

Meeting Date: 3/17/2025 **Consent Agenda 14.**

SUBJECT
Consideration to award a construction contract to the sole, responsible, responsive bidder ALC Construction Co., Laredo, Texas, in the amount not to exceed $1,361,278.00 for the City of Laredo - Riverbend Hike & Bike Trail Project - Phase 1 Rebid Project for the total base bid and alternate #4, which includes removing asphalt and replacing with concrete. Construction contract time is 120 working days. Funding is available in the Environmental Services Fund- Riverbend Grant and 2019 Certificate of Obligation Bond.

1. ALC Construction Co., Laredo, Texas
   Total Base Bid Amount + Alternate #4: $1,361,278.00

Refer to attached letter of recommendation from Crane Engineering, Laredo, Texas.

PREVIOUS COUNCIL ACTION
On December 4, 2023, City Council authorized the City Manager to accept and execute a grant awarded by the Texas Parks and Wildlife Department (TPWD) for the amount of $1,312,130.00, with a 50% match of $656,065.00 and amending the City of Laredo's FY 2024 annual budget for the Environmental Services fund by appropriating revenues and expenditures in the amount of $1,144,178.00. Local match is available in 2015 C.O. and the Environmental Services Fund. Funds will be used for the Riverbend Trails project.

BACKGROUND
The City of Laredo proposes to improve accessibility and promote the development of an environmentally friendly ecosystem by constructing 2,200 LF of hike and bike trial, a pre-engineered outdoor gazebo, bird observation decks, and related appurtenances.

Construction contract time for the project is one hundred and twenty (120) working days.

A sole bid was received at the City Secretary’s office on Thursday, January 30, 2025 at 4:00 P.M. which were publicly opened, read and taken advertisement on Friday, January 31, 2025 at 10:00A.M.

Contractor	Total Base Bid + Alternate #4
ALC Construction Co., Laredo, Texas	$1,361,278.00

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of this motion.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Environmental Services Fund & 2019 C.O.
Account #:	249-3871-545-9301, 249-9874-545-9301
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the Environmental Services Fund - Riverbend Grant Account #249-3871-545-9301 $1,312,130.00 and Environmental Services 2019 C.O. Bond $49,148.00. Acct# 249-9874-545-9301 Project# EN2401.

CRANE ENGINEERING
CIVIL . PUBLIC WORKS . PLANNING . HYDROLOGY

Edward D. Garza, P.E., CFM
President
Alfredo Martinez, P.E., CFM

February 21, 2025
Updated February 25, 2025
Updated March 3, 2025

Mr. Eliud De los Santos, P.E.
City Engineering Dept.
1110 Houston Street
Laredo, Texas 78040

RE: Riverbend Hike and Bike Trail Project – Phase 1 Rebid

Dear Eliud,

We have evaluated the bid received for the Riverbend Hike and Bike Trail Project, Phase 1 Rebid and understand that our goal on this project is to construct this project within a $1.3 million budget that includes a concrete trail. The base bid for this project was based on an asphalt trail with a concrete additive alternate.

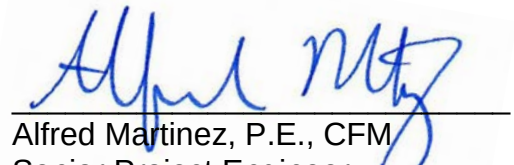
The base bid received from ALC Construction was $1,164,128.00 and the concrete additive alternate #4 was bid at an addition of $197,150. Including Alternate #4 with the Base Bid results in a construction contract amount of $1,361,278 which falls within or close to our budget for construction.

The base bid includes a $100K contingency to address unknowns encountered during construction which will allow the City to construct this project and address any field driven issues during construction. We recommend the award of a construction contract to ALC Construction for $1,361,278 which includes the base bid and additive alternate #4 for concrete trail.

We are enclosing our bid tabulation for your review and use. Please advise if you have any questions.

Sincerely,

CRANE ENGINEERING CORP.
Firm # F-3353



Alfred Martinez, P.E., CFM
Senior Project Engineer



Enclosures – Bid Tabulation

Cc: Mr. Ramon Chavez, P.E.
Assistant City Manager / City Engineer

City of Laredo
Riverbend Hike and Bike Trail Project Phase 1
Bid Tabulation
Bid Opening January 31st, 2024 at 10 a.m.

				Engineer's Cost Estimate		ALC Construction Co., Inc.	
Item #	**Description**	**Estimated Quantity**	**Unit**	**Unit Price**	**Extended**	**Unit Price**	**Extended**
I. Hike & Bike Trail Improvements (Base Bid)							
1	Mobilization & Bonding	1	LS	$ 50,000.00	$ 50,000.00	$ 70,000.00	$ 70,000.00
2	12' Path, Gazebo, & Bird Observation Deck Clearing & Grubbing	1.20	AC	$ 10,000.00	$ 12,000.00	$ 12,000.00	$ 14,400.00
3	Tree Trimming, Trash, & Debris Removal and Disposal	1.00	AC	$ 6,000.00	$ 6,000.00	$ 8,000.00	$ 8,000.00
4	8" Subgrade Preparation	8,063	SY	$ 6.00	$ 48,378.00	$ 6.00	$ 48,378.00
5	8" Flexible Base (Caliche) (Trails & Bird Observation Decks)	4,965	SY	$ 20.00	$ 99,300.00	$ 35.00	$ 173,775.00
6	4" Flexible Base (Caliche) Common Area	3,098	SY	$ 14.00	$ 43,372.00	$ 25.00	$ 77,450.00
7	2" Decomposed Granite Common Area	166	CY	$ 125.00	$ 20,750.00	$ 150.00	$ 24,900.00
8	6" 3000 PSI Steel Reinforced Concrete Pavement for Bird Observation Decks	1,040	SF	$ 30.00	$ 31,200.00	$ 20.00	$ 20,800.00
9	2" Type D HMAC	3,965	SY	$ 22.00	$ 87,230.00	$ 44.00	$ 174,460.00
10	Prime Coat (MC-30)	3,965	SY	$ 3.00	$ 11,895.00	$ 5.00	$ 19,825.00
11	Crossings	725	SF	$ 20.00	$ 14,500.00	$ 20.00	$ 14,500.00
12	Rock Rip Rap w/ Concrete Slurry at Drainage Crossings	580	SF	$ 20.00	$ 11,600.00	$ 50.00	$ 29,000.00
13	Bird Observation Decks Fencing	145	LF	$ 150.00	$ 21,750.00	$ 200.00	$ 29,000.00
14	Pedestrian Handrail	160	LF	$ 150.00	$ 24,000.00	$ 200.00	$ 32,000.00
15	24" HDPE Pipe	180	LF	$ 120.00	$ 21,600.00	$ 180.00	$ 32,400.00
16	Rock Gravel Filter (check dams)	13	EA	$ 1,500.00	$ 19,500.00	$ 800.00	$ 10,400.00
17	Oversized Rock (River Cobble 3"-6")	10	CY	$ 130.00	$ 1,300.00	$ 300.00	$ 3,000.00
18	Silt Fence	480	LF	$ 8.00	$ 3,840.00	$ 8.00	$ 3,840.00
19	Erosion Control Blanket (NA Green Vmax3 SC250)	1,300	SY	$ 15.00	$ 19,500.00	$ 10.00	$ 13,000.00
20	Hydromulch with vegetative watering	1,000	SY	$ 12.00	$ 12,000.00	$ 10.00	$ 10,000.00
21	Concrete Wash Pit	1	EA	$ 3,000.00	$ 3,000.00	$ 2,500.00	$ 2,500.00
22	Stabilized Construction Entrance	1	EA	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00
23	Park Entrance Sign at Trail	1	LS	$ 20,000.00	$ 20,000.00	$ 30,000.00	$ 30,000.00
24	Contingency	1	LS	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00
				Total	**$ 685,215.00**		**$ 944,128.00**
II. Grading							
25	Cut (Compacted Measure)	280	CY	$ 12.00	$ 3,360.00	$ 60.00	$ 16,800.00
26	Fill (Compacted Measure) Material from Site	220	CY	$ 15.00	$ 3,300.00	$ 60.00	$ 13,200.00
				Total	**$ 6,660.00**		**$ 30,000.00**
III. Gazebo Structure, Binoculars, Benches, and Tables							
27	Gazebo Structure Materials with Curved Rainbow Wind Braces, Materials Delivery to Site, Materials Unloading on Site, PE Stamped Plans for Gazebo Design, PE Stamped Plans for Foundation Design, Foundation Materials, Foundation Construction, Erection of Gazebo Structure, Rock Finish on	1	LS	$ 175,000.00	$ 175,000.00	$ 140,000.00	$ 140,000.00

City of Laredo
Riverbend Hike and Bike Trail Project Phase 1
Bid Tabulation
Bid Opening January 31st, 2024 at 10 a.m.

				Engineer's Cost Estimate		ALC Construction Co., Inc.	
Item #	Description	Estimated Quantity	Unit	Unit Price	Extended	Unit Price	Extended
28	6' Pre-cast Concrete Benches with Backrest including Delivery, Unloading to Site, and Installation	6	EA	$ 3,000.00	$ 18,000.00	$ 1,500.00	$ 9,000.00
29	8' Pre-cast Angle Concrete Table Set Including Benches, Delivery, Unloading to Site, and Installation	2	EA	$ 7,000.00	$ 14,000.00	$ 2,500.00	$ 5,000.00
30	ADA Dual Binocular Viewer (Non Coin operated - 20x Magnification) Including Delivery, Unloading to Site, and Installation	2	EA	$ 11,000.00	$ 22,000.00	$ 6,000.00	$ 12,000.00
31	Binocular Viewer (Non Coin operated - 20x Magnification) Including Delivery, Unloading to Site, and Installation	4	EA	$ 8,000.00	$ 32,000.00	$ 6,000.00	$ 24,000.00
				Total	**$ 261,000.00**		**$ 190,000.00**

SUMMARY		
I. Hike & Bike Trail Improvements (Base Bid)	**$ 685,215.00**	**$ 944,128.00**
II. Grading	**$ 6,660.00**	**$ 30,000.00**
III. Gazebo Structure, Binoculars, Benches, and Tables	**$ 261,000.00**	**$ 190,000.00**
Total Estimated Construction Cost	**$ 952,875.00**	**$1,164,128.00**

Alternate #1 - Bird Observation Deck (BOD) with Aggregate Finish

Item #	Description	Estimated Quantity	Unit	Unit Price	Extended	Unit Price	Extended
DEDUCT:							
8	6" 3000 PSI Steel Reinforced Concrete Pavement for Bird Observation Decks	1,040	SF	$ (30.00)	$ (31,200.00)	$ (12.00)	$ (12,480.00)
				Total Alternate #1 - DEDUCT	**$ (31,200.00)**		**$ (12,480.00)**
ADD:							
8A	6" 3000 PSI Concrete Pavement with Aggregate Finish for Bird Observation Decks	1,040	SF	$ 35.00	$ 36,400.00	$ 18.00	$ 18,720.00
				Total Alternate #1 - ADD	**$ 36,400.00**		**$ 18,720.00**
				Total Alternate #1 - Bird Observation Deck (BOD) with Aggregate Finish	**$ 5,200.00**		**$ 6,240.00**

Alternate #2 – Bird Observation Deck (BOD) and Gazebo Foundation with Stained Color Concrete Finish

DEDUCT:							
8	6" 3000 PSI Steel Reinforced Concrete Pavement for Bird Observation Decks	1,040	SF	$ (30.00)	$ (31,200.00)	$ (12.00)	$ (12,480.00)
				Total Alternate #2 - DEDUCT	**$ (31,200.00)**		**$ (12,480.00)**
ADD:							
8B	6" 3000 PSI Concrete Pavement with Stained Color Concrete Finish for Bird Observation Decks	1,040	SF	$ 40.00	$ 41,600.00	$ 18.00	$ 18,720.00
32	Stained Color Concrete Finish for Gazebo Structure Foundation	1,020	SF	$ 10.00	$ 10,200.00	$ 22.00	$ 22,440.00

City of Laredo
Riverbend Hike and Bike Trail Project Phase 1
Bid Tabulation
Bid Opening January 31st, 2024 at 10 a.m.

				Engineer's Cost Estimate		ALC Construction Co., Inc.	
Item #	Description	Estimated Quantity	Unit	Unit Price	Extended	Unit Price	Extended
				Total Alternate #2 - ADD	**$ 51,800.00**		**$ 41,160.00**
Total Alt. #2 – Bird Observation Deck (BOD) and Gazebo Foundation with Stained Color Concrete Finish					**$ 20,600.00**		**$ 28,680.00**

Alternate #3 - Bird Observation Deck (BOD) with Bird Stamp with Stained Color Concrete Finish

DEDUCT:							
8	6" 3000 PSI Steel Reinforced Concrete Pavement for Bird Observation Decks	1,040	SF	$ (30.00)	$ (31,200.00)	$ (12.00)	$ (12,480.00)
				Total Alternate #3 - DEDUCT	**$ (31,200.00)**		**$ (12,480.00)**
ADD:							
8C	6" 3000 PSI Concrete Pavement with Bird Stamp and Stained Color Concrete Finish for Bird Observation Decks	1,040	SF	$ 50.00	$ 52,000.00	$ 22.00	$ 22,880.00
				Total Alternate #3 - ADD	**$ 52,000.00**		**$ 22,880.00**
Total Alternate #3 - Bird Observation Deck (BOD) with Bird Stamp with Stained Color Concrete Finish					**$ 20,800.00**		**$ 10,400.00**

Alternate #4 - Concrete Trail

DEDUCT:							
9	2" Type D HMAC	3,965	SY	$ (22.00)	$ (87,230.00)	$ (44.00)	$ (174,460.00)
10	Prime Coat (MC-30)	3,965	SY	$ (3.00)	$ (11,895.00)	$ (5.00)	$ (19,825.00)
				Total Alternate #4 - DEDUCT	**$ (87,230.00)**		**$ (194,285.00)**
ADD:							
9A	5" 3000 PSI Concrete Pavement with footings	35,585	SF	$ 9.00	$ 320,265.00	$ 11.00	$ 391,435.00
				Total Alternate #4 - ADD	**$ 320,265.00**		**$ 391,435.00**
				Total Alternate #4 - Concrete Trail	**$ 233,035.00**		**$ 197,150.00**

Alternate #5 - Colored Concrete Trail

DEDUCT:							
9	2" Type D HMAC	3,965	SY	$ (22.00)	$ (87,230.00)	$ (44.00)	$ (174,460.00)
				Total Alternate #5 - DEDUCT	**$ (87,230.00)**		**$ (174,460.00)**
ADD:							
9B	5” 3,000 PSI Colored (2 sack minimum) Concrete Pavement	35,685	SF	$ 12.00	$ 428,220.00	$ 14.50	$ 517,432.50
				Total Alternate #5 - ADD	**$ 428,220.00**		**$ 517,432.50**
				Total Alternate #5 - Colored Concrete Trail	**$ 340,990.00**		**$ 342,972.50**

Alternate #6 - Parking Lot

ADD:							
4	8'' Subgrade and Moisture Condition	3,028	SY	$ 6.00	$ 18,168.00	$ 8.50	$ 25,738.00
9	2" Type D HMAC	2,825	SY	$ 22.00	$ 75,700.00	$ 44.00	$ 124,300.00
10	Prime Coat (MC-30)	2,825	SY	$ 3.00	$ 62,150.00	$ 5.00	$ 14,125.00

City of Laredo
Riverbend Hike and Bike Trail Project Phase 1
Bid Tabulation
Bid Opening January 31st, 2024 at 10 a.m.

				Engineer's Cost Estimate		ALC Construction Co., Inc.	
Item #	Description	Estimated Quantity	Unit	Unit Price	Extended	Unit Price	Extended
24	Cut (Compacted Measure)	209	CY	$ 12.00	$ 2,508.00	$ 60.00	$ 12,540.00
25	Fill (Compacted Measure) Material from Site	40	CY	$ 15.00	$ 600.00	$ 60.00	$ 2,400.00
33	4" SCH 40 PVC	115	LF	$ 45.00	$ 5,175.00	$ 60.00	$ 6,900.00
34	10" Flexible Base (Caliche)	3,028	SY	$ 25.00	$ 75,700.00	$ 38.00	$ 115,064.00
35	Type "A" Curb & Gutter	835	LF	$ 35.00	$ 29,225.00	$ 25.00	$ 20,875.00
36	Inverted Curb & Gutter	60	LF	$ 35.00	$ 2,100.00	$ 25.00	$ 1,500.00
37	Ribbon Curb	175	LF	$ 30.00	$ 5,250.00	$ 25.00	$ 4,375.00
38	7" 3,000 PSI Concrete Driveway	63	SY	$ 15.00	$ 945.00	$ 180.00	$ 11,340.00
39	ADA Ramp Type 1 (Single)	1	EA	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00
40	4' Concrete Sidewalk	500	SF	$ 10.00	$ 5,000.00	$ 9.00	$ 4,500.00
41	Parking Lot Striping	1	LS	$ 5,000.00	$ 5,000.00	$ 25,000.00	$ 25,000.00
42	ADA Parking Sign	2	EA	$ 300.00	$ 600.00	$ 1,500.00	$ 3,000.00
43	Stop Sign	1	EA	$ 375.00	$ 375.00	$ 1,500.00	$ 1,500.00
	Total Alternate #6 Parking Lot				**$ 293,496.00**		**$ 376,157.00**

SUMMARY

Total Alternate #1 - Bird Observation Deck (BOD) with Aggregate Finish	$ 5,200.00	$ 6,240.00
. #2 – Bird Observation Deck (BOD) and Gazebo Foundation with Stained Color Concrete Finish	$ 20,600.00	$ 28,680.00
l Alternate #3 - Bird Observation Deck (BOD) with Bird Stamp with Stained Color Concrete Finish	$ 20,800.00	$ 10,400.00
Total Alternate #4 - Concrete Trail	$ 233,035.00	$ 197,150.00
Total Alternate #5 - Colored Concrete Trail	$ 340,990.00	$ 342,972.50
Total Alternate #6 Parking Lot	$ 293,496.00	$ 376,157.00



2/21/25

CRANE ENGINEERING CORP.
1310 Junction Drive, Suite B
Laredo, Texas 78041
(956) 712-1996
Firm Registration # F-3353

FY24-ENG-82 Addendum 1
ALC Construction Co., Inc.
Supplier Response

Event Information

Number: FY24-ENG-82 Addendum 1
Title: City of Laredo - Riverbend Hike & Bike Trail Project - Phase 1 Rebid
Type: Invitation For Bid
Issue Date: 12/22/2024
Deadline: 1/30/2025 04:00 PM (CT)
Notes: Bidders are strongly encouraged to submit their Request for Bid electronically through the use of Cit-E-Bid or in person - hand delivery. Bids without the required check or original bond will NOT be considered. Mailed responses (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile responses will NOT be considered. Copies of the construction plans and specifications may be viewed and/or downloaded free of charge from the City of Laredo website at: https://www.cityoflaredo.com/
https://cityoflaredo.ionwave.net/

Construction Companies are strongly encouraged to submit their Request for Bid electronically through the use of Cit-E-Bid and you must register as a supplier/consultant prior to

submitting. If bidder needs to hand-deliver sealed Request For Bid, please follow the steps below:

MANUAL REQUEST FOR BID DROP OFF-PROCEDURES

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

1. Please make sure that the bid is in a sealed envelope marked with the following:
• Request for Bid Title
• Name of Company submitting Bid
• Address of Company submitting Bid
• Phone number of Company submitting Bid
2. Please notify security officer that you are there to drop off an Request for Bid with the City Secretary's office. The security officer will notify the City Secretary's office and one of our staff members will go downstairs to receive the package.
3. All persons should wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you. **(We highly recommend persons to wait to receive a copy of the time-stamped envelope.)**

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

ALC Construction Co., Inc. Information

Contact: Daniel Alvarado
Address: 3706 Flores Ave.
Laredo, TX 78041
Phone: (956) 237-2369
Email: alc_construction@hotmail.com

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

Daniel Alvarado
Signature

alc_construction@hotmail.com
Email

Submitted at 1/29/2025 08:43:00 PM (CT)

Requested Attachments

39.0 TAB A - COMPANY INFORMATION QUESTIONNAIRE

39.0_TAB_A_-_Company_Information_Questionnaire.pdf

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

40.0 TAB B - Conflict of Interest Disclosure

40.0_TAB_B_-_Conflict_of_Interest_Disclosure.pdf

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

41.0 Tab C - Non-Collusive Affidavit

TAB C.pdf

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

42.0 Tab D - Discretionary Contracts Disclosure

42.0 TAB D - Discretionary Contracts Disclosure.pdf

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

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

Form 1295 Certificate 101318298.pdf

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

SPECS - FY24-ENG-82 COL Riverbend Hike & Bike Trail Project Ph1 - Rebid

No response

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

Riverbend Hike & Bike Trail Project Phase 1 (12-20-24)

No response

Bidders shall review and be familiar with the complete set of construction documents for this project.

Re bid Addendum #1 -1.22.25

Re bid Addendum #1-1.22.25.pdf

Bidders shall review and acknowledge addendum No. 1.

Response Attachments

Scan2025-01-29_202917.pdf

Bid Bond

ALC Construction Proj.pdf

Partial Proj. Resume

ALC Equipment.pdf

Owned Equipment

Bid Attributes

1	**1.0 GENERAL TERMS AND CONDITIONS FOR REQUEST FOR BID** Interested Respondents or Biddersare required to submita Request for Bid(RFB)upon the following expressed conditions: (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents of the City of Laredo shall not be cause to alter the original contract or for a bidder to request additional compensation. (b)Biddersshallmake allinvestigations necessaryto thoroughly inform themselves regarding the services being requested. No pleas of ignorance by thebidderof conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of the City or the compensation to the bidder. (c)Biddersshall familiarize themselves with conditions relating to the scope, specifications, and restrictions regarding the execution of work to be performed under the contract. It is thebidder's responsibility to obtain any additional information it deems necessary to submit in its RFB, as well as in the performance of the contract. (d)Biddersare advised that City contracts are subject to all legal requirements provided for in the CityCharter and/or applicable City Ordinances, State and Federal Statutes. (e)The City of Laredo reserves the right to reject anyRFB(submittals). (f)The City of Laredo will not reimburse any firm for any costs involved in the preparation and submission of anRFB, amendments or other relevant documents associated with the RFB. Reviewed and acknowledged D.A. 1/29/25
2	**2.0 PREPARATION OF SUBMITTALS** Submittals shall be prepared in accordance with the following: (a)**Bidders are strongly encouraged to submit their proposals electronically through the use of the City of Laredo's electronic procurement system: *Cit-E-Bid***, or in-person – hand-delivered to the City Secretary's office, City Hall, 1110 Houston Street (3rd Floor), Laredo, Texas 78040.Mailed bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile submittals **will not** be allowed/considered. (b)If hand-delivered, all information required by the Request For Bid shall be furnished. The bidder shall print or type the business name and manually sign the schedule. (c)Alternate Proposals will not be considered unless authorized by the invitation for submittals or any applicable addendum. Reviewed and acknowledged D.A. 1/29/25
3	**3.0 SUBMISSION OF BIDS** (a) Request for Bid (RFB) and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the opening. (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the City Secretary's office, City Hall, 1110 Houston Street (3rd Floor), Laredo, Texas, 78040. (c) RFB forms can be downloaded and printed through Cit-E-Bid. Mailed bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile submittals **will not** be allowed/considered. (d) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB. Reviewed and acknowledged D.A. 1/29/25

4	**4.0 REJECTION OF REQUEST FOR BID** The City may reject a Request For Bid (RFB) if: (a) Bidder misstates or conceals any material fact in the RFB. (b) RFB does not strictly conform to the law or the requirements of the RFB. (c) Bidder is delinquent in the payment of taxes, including state and local, City of Laredo taxes; a bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (d) No RFB submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. The bidder will submit such reports as the City may, therefore, require assuring compliance with said practices. (e) The City may reject all RFB's or any part of an RFB whenever it is deemed necessary. Reviewed and acknowledged D.A. 1/29/25
5	**5.0 WITHDRAWAL OF REQUEST OF BID** Bids or proposals may not be withdrawn after they have been opened unless approved by the City Council. Reviewed and acknowledged D.A. 1/29/25
6	**6.0 LATE SUBMITTALS OR MODIFICATIONS** RFB's and modifications received after the time set for the bid or proposal receiving deadline will **not** be considered. Late bids or submittals shall be returned to the bidder or vendor unopened. Reviewed and acknowledged D.A. 1/29/25

7	**7.0 CLARIFICATIONS OR OBJECTION TO REQUEST FOR BID (RFB/Submittal)** If any person contemplating submitting an RFB for this contract is in doubt as to the true meaning of the specifications, or other RFB documents or any part thereof, they may submit to the City Purchasing Agent or City Engineer. All requests for information shall be made in writing through email or Question & Response section on Cit-E-Bid system no later than the Question Deadline date to: CITY OF LAREDO PURCHASING AGENT - 5512 Thomas Avenue Laredo, TX 78041; and/or CITY ENGINEER Ramon E. Chavez, P.E., 1110 Houston St., Laredo, TX 78040; email: rchavez@ci.laredo.tx.us. Any bidder submitting questions shall make reference to a specific RFB number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent or City Engineer to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the RFB during the RFB process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. **PROTEST** The following sequence of activities must take palace in filing a protest: (a) To be performed by protesting Respondent: Within ten (10) calendar days prior to the time that the City Council considers the recommendation of the City's evaluation committee, the protesting Respondent must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest. (b) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting Respondent of the decision. (c) If the protesting Respondent is not satisfied with the decision of the City Purchasing Officer, such protesting Respondent may appeal to the City Manager of the City of Laredo. If the protesting Respondent cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. (d) All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041. The respondents must agree to maintain current, updated disclosure of information on file with the City's Purchasing Office throughout the term of the contract. Respondents doing business with the City of Laredo shall comply with all applicable provisions of the City of Laredo's Code of Ethics. **Ordinance No. 2012-0-126 (as amended).** The City will require any and all Respondents to submit a **Non-Collusive Affidavit (Form C)**. The Respondent will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Respondent/Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Respondent/Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Respondent/Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Respondent/Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true. The City will require several forms to be submitted as part of their bids; these required forms are listed on section **20.0 Checklist (required forms).** Reviewed and acknowledged D.A. 1/29/25
8	**8.0 AWARD OF CONTRACT** The selection and award shall be based on the basis of being the lowest responsive responsible bidder, demonstrated competence and qualifications to perform the services. The bidder or vendor shall bear the burden of proof of compliance with the City of Laredo Engineering Department specifications. Reviewed and acknowledged D.A. 1/29/25
9	**9.0 PAYMENTS & INVOICING** All invoices to the City of Laredo have a 30-day term from receipt of completion of services. All invoices shall be mailed to the **Engineering Department, 1110 Houston St., City Hall (2nd Floor), Laredo, Texas 78040**. Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to **jjolly@ci.laredo.tx.us**. For more information, please contact **Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7328**. Reviewed and acknowledged D.A. 1/29/25

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10.0 CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/filinginfo/1295/. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

(h) TITLE VI ASSURANCE

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

(i) INSURANCE REQUIREMENTS

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

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

2. Workers' compensation insurance at statutory limits, including employers' liability coverage at minimum limits of

$1,000,000 each-occurrence, each accident/$1,000,000 by disease each occurrence/$1,000,000 by disease aggregate.
3. Commercial automobile liability insurance at a minimum combined single limit of $1,000,000 per occurrence for bodily injury and property damage, including non-owned and hired car coverage and owned vehicles if any are owned .
4. Umbrella liability or following-form excess liability at minimum limits, reference page four for project costs over $1,000,000. Coverage must be at least as broad as the underlying commercial general liability, auto liability, and employer's liability.
5. Pollution Legal Liability if applicable:
a) Project costs of $1,000,000 to $10,000,000 and over $10,000,000; reference page four for limits.
b) Contractors Pollution Liability:
>Applies to operations that include the use, application, or consumption of pollutants.
>Retro date shall not be later than the inception date of contract.
>Contractual liability coverage to be included in contractor's pollution liability coverage.
c) Environmental Liability:
a. Applies to asbestos and removal of other hazardous materials and/or repair, maintenance, installation, construction operations that are high hazard.
> $5,000,000 per- claim/$10,000,000 aggregate minimum.
> Retro date shall not be later than the inception date of contract.
> Contractual liability coverage to be included in contractor's pollution liability coverage.
> At a minimum, coverage must apply to on-premises and transit operations.
6. Professional liability applies to professional services which include but are not limited to design build contractors, engineers, and architects at minimum limits of $1,000,000 per-claim/$2,000,000 annual aggregate. The retro date shall not be later than the inception date of the contract. Reference page four for limits based on project cost.

7. Builders Risk if applicable:
a) "All-risk" including collapse, flood, and earthquake, to be written on completed value form.
b) Coverage to include limits of at least $250,000 for off-premises storage and transit of construction materials. Soft costs to be included at a minimum limit of $500,000.
c) Thirty (30)-day occupancy clause to apply.

d) No testing exclusion should apply.

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

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

herein.

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

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

Upon request, Contractor shall furnish City of Laredo with certified copies of all insurance policies.
All of the above insurance provisions and limits are the minimum requirements, as referenced, and may be modified at the sole discretion of the City of Laredo.

BONDS

Bonds are required for public works contracts under the following circumstance:
1. A Bid or Proposal Bond is required in the amount of the bid submitted to the City of Laredo.
2. Performance Bond when the contract is in excess of $100,000, in a personal sum equal to 100% of the contract cost.
3. Payment or Labor and Material Bond when a contract is in excess of $50,000, each in a personal sum equal to 100% of the
contract cost.

CITY OF LAREDO
INSURANCE PROVISIONS AND LIMITS

CONTRACT COST	TYPE OF INSURANCE	LIMITS
Less than $1,000,000	Umbrella Liability	Not Required
	Professional Liability	$1,000,000 Per-Claim $2,000,000 Aggregate
$1,000,000 to $5,000,000	Umbrella Liability	$4,000,000 Per-Occ
	Professional Liability	$1,500,000 Per-Claim $3,000,000 Aggregate
$5,000,000 to $10,000,000	Umbrella Liability	$9,000,000 to $10,000,000 Per-Occ
	Professional Liability	$1,500,000 Per-Claim/ $3,000,000 Aggregate to $2,000,000 Per-Claim/ $4,000,000 Aggregate
Over $10,000,000	Umbrella Liability	$10,000,000 or Higher
	Professional Liability	$2,000,000 Per-Claim/ $4,000,000 Aggregate or Higher
$1,000,000 to $10,000,000	Contractor's Pollution Legal Liability	$1,000,000 Per-Claim/ $2,000,000 Aggregate
Over $10,000,000	Contractor's Pollution Legal Liability	$2,000,000 Per-Claim/ $4,000,000 Aggregate

TAIL COVERAGE

$1,000,000 to $5,000,000	Commercial General Liability Professional Liability, and Pollution Legal Liability	One (1) Year
Over $5,000,000	Commercial General Liability Professional Liability, and Pollution Legal Liability	Two (2) Years
Any Contract Size	Hazardous Environmental Work	Two (2) Years

☑ 0

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11.0 SCOPE OF WORK

The City of Laredo proposes to improve accessibility and promote the development of an environmentally friendly ecosystem by constructing 2,200 LF of hike and bike trial, a pre-engineered outdoor gazebo, bird observation decks, and related appurtenances.

Reviewed and acknowledged D.A. 1/29/25

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12.0 BID OR PROPOSAL PREPARATION COST

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

Reviewed and acknowledged D.A. 1/29/25

13

13.0 TERM OF AGREEMENT

Construction contract time for the project is one hundred and twenty (120) working days.

Reviewed and acknowledged D.A. 1/29/25

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14.0 GENERAL CONDITIONS

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

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

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

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

Reviewed and acknowledged D.A. 1/29/25

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15.0 ADDITIONAL DISCUSSIONS

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

Reviewed and acknowledged D.A. 1/29/25

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16.0 TENTATIVE SCHEDULE FOR PROJECT AWARD

1st Advertisement date: December 22, 2024
2nd Advertisement date: December 29, 2024
Pre-Bid Conference: January 8, 2025
Questions Deadline: January 14, 2025
Bid Due Date: January 30, 2025
Anticipated City Council Award: February 2025

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

Reviewed and acknowledged D.A. 1/29/25

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17.0 SPECIAL ACCOMMODATIONS

To request special accommodations pursuant to the Americans with Disabilities Act (ADA), please notify the contact shown below, a minimum of 48 hours prior to a scheduled meeting. Please e-mail: Lorena Lopez-Mata at lllopez@ci.laredo.tx.us using the standard subject line: Special Accommodations, **"FY24-ENG-82 (City of Laredo - Riverbend Hike & Bike Trail Project - Phase 1 Rebid"** To request special accommodations pursuant to the Language Assistance Plan (LAP), for those with limited English proficiency who need the RFB or other information translated into another language please notify the contact shown below. Please e-mail: Lorena Lopez-Mata at lllopez@ci.laredo.tx.us using the standard subject line: Language Assistance Request, **"FY24-ENG-82 (City of Laredo - Riverbend Hike & Bike Trail Project - Phase 1 Rebid"**.

Reviewed and acknowledged D.A. 1/29/25

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18.0 DISQUALIFICATION AND DEBARMENT CERTIFICATION

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

Reviewed and acknowledged D.A. 1/29/25

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19.0 DISPOSITION OF SUBMITTALS / TEXAS PUBLIC INFORMATION ACT ADHERENCE

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

Reviewed and acknowledged D.A. 1/29/25

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20.0 REQUIRED FORMS AND CONTENTS OF RFB SUBMISSION

For an RFB to be considered it must contain the following information:

CHECKLIST
39.0 Tab A - Company Information Questionnaire
40.0 Tab B - Conflict of Interest Disclosure
41.0 Tab C - Non-Collusive Affidavit
42.0 Tab D - Discretionary Contracts Disclosure
43.0 Tab E - Certificate of Interested Parties (Form 1295)
Addendum No.1
Request for Bid Response

Bids without the required check or original bond will NOT be considered.

Reviewed and acknowledged D.A. 1/29/25

Bid Lines

1

Package Header

BASE BID - HIKE AND BIKE TRAIL IMPROVEMENTS

Quantity: 1 UOM: EA Total: $944,128.00

Package Items

1.1 Mobilization & bonding, complete in place at _____ per unit.

Quantity: 1 UOM: LS Price: $70,000.00 Total: $70,000.00

1.2 12' Path, Gazebo, & Bird Observation Deck Clearing & Grubbing, complete in place at _____ per unit.

Quantity: 1.2 UOM: AC Price: $12,000.00 Total: $14,400.00

1.3 Tree Trimming, Trash, & Debris Removal and Disposal, complete in place at _____ per unit.

Quantity: 1 UOM: AC Price: $8,000.00 Total: $8,000.00

1.4 8" Subgrade Prep, complete in place at _____ per unit.

Quantity: 8063 UOM: SY Price: $6.00 Total: $48,378.00

1.5 8" Flexible Base (Caliche) (Trails and Bird Observation Deck, complete in place at, _____ per unit.

Quantity: 4965 UOM: SY Price: $35.00 Total: $173,775.00

1.6 4" Flexible Base (Caliche) Common Area, complete in place at, _____ per unit.

Quantity: 3098 UOM: SY Price: $25.00 Total: $77,450.00

1.7 2" Decomposed Granite Common Area, complete in place at, _____ per unit.

Quantity: 166 UOM: CY Price: $150.00 Total: $24,900.00

1.8 6" 3,000 PSI Steel Reinforced Concrete Pavement for Bird Observation Decks, complete in place at, _____ per unit.

Quantity: 1040 UOM: SF Price: $20.00 Total: $20,800.00

1.9 2" Type D HMAC, complete in place at _____ per unit.

Quantity: 3965 UOM: SY Price: $44.00 Total: $174,460.00

1.10 Prime Coat (MC-30), complete in place at, _____ per unit.

Quantity: 3965 UOM: SY Price: $5.00 Total: $19,825.00

1.11 5" 3,000 PSI Reinforced Concrete Pavement at drainage crossings, complete in place at, _____ per unit.

Quantity: 725 UOM: SF Price: $20.00 Total: $14,500.00

1.12 Rock Rip Rap w/Concrete Slurry at Drainage Crossings, complete in place at, _____ per unit.

Quantity: 580 UOM: SF Price: $50.00 Total: $29,000.00

1.13 Bird Observation Decks Fencing, complete in place at, _____ per unit.

Quantity: 145 UOM: LF Price: $200.00 Total: $29,000.00

1.14 Pedestrian Handrail, complete in place at, _____ per unit.

Quantity: 160 UOM: LF Price: $200.00 Total: $32,000.00

1.15 24" HDPE Pipe, complete in place at, _____ per unit.

Quantity: 180 UOM: LF Price: $180.00 Total: $32,400.00

1.16 Rock Gravel Filter (check dams), complete in place at, _____ per unit.

Quantity: 13 UOM: EA Price: $800.00 Total: $10,400.00

1.17 Oversized Rock (River Cobble 3"-6"), complete in place at, _____ per unit.

Quantity: 10 UOM: CY Price: $300.00 Total: $3,000.00

1.18 Silt Fence, complete in place at, _____ per unit.

Quantity: 480 UOM: LF Price: $8.00 Total: $3,840.00

1.19 Erosion Control Blanket (NA Green Vmax3 SC250), complete in place at, _____ per unit.

Quantity: 1300 UOM: SY Price: $10.00 Total: $13,000.00

1.20 Hydromulch with vegetative watering, complete in place at, _____ per unit.

Quantity: 1000 UOM: SY Price: $10.00 Total: $10,000.00

1.21 Concrete Wash Pit, complete in place at, _____ per unit.

Quantity: 1 UOM: EA Price: $2,500.00 Total: $2,500.00

1.22 Stabilized Construction Entrance, complete in place at, _____ per unit.

Quantity: 1 UOM: EA Price: $2,500.00 Total: $2,500.00

1.23 Park Entrance Sign at Trail, complete in place at, _____ per unit.

Quantity: 1 UOM: LS Price: $30,000.00 Total: $30,000.00

1.24 Contingency Allowance, complete in place at, One Hundred Thousand Dollars 00/100 per unit.

Quantity: 1 UOM: LS Price: $100,000.00 Total: $100,000.00

2 Package Header

BASE BID - GRADING

Quantity: 1 UOM: EA Total: $30,000.00

Package Items

2.1 Cut (Compacted Measure), complete in place at,
_____ per unit.

Quantity: 280 UOM: SY Price: $60.00 Total: $16,800.00

2.2 Fill (Compacted Measure), complete in place at,
_____ per unit.

Quantity: 220 UOM: CY Price: $60.00 Total: $13,200.00

3 Package Header

BASE BID - GAZEBO STRUCTURE, BENCHES, AND TABLES

Quantity: 1 UOM: EA Total: $190,000.00

Package Items

3.1 Gazebo Structure Materials with Curved Rainbow Wind Braces, Materials Delivery to Site, Materials Unloading on Site, P.E. Stamped Plans for Gazebo Design, P.E. Stamped Plans for Foundation Design, Foundation Materials, Foundation Construction, Erection of Gazebo Structure, Rock Finish on Gazebo's Columns, complete in place at,
_____ per unit.

Quantity: 1 UOM: LS Price: $140,000.00 Total: $140,000.00

3.2 6' Pre-cast Concrete Benches with Backrest including Delivery, Unloading to Site, and installation complete in place at, _____ per unit.

Quantity: 6 UOM: EA Price: $1,500.00 Total: $9,000.00

3.3 8' Angle Pre-cast Concrete Table Set including Benches, Delivery, Unloading to Site, and installation complete in place at,
_____ per unit.

Quantity: 2 UOM: EA Price: $2,500.00 Total: $5,000.00

3.4 ADA Dual Binocular Viewer (Non-Coin operated – 20x Magnification) including Delivery, Unloading to Site, and installation, complete in place at,
_____ per unit.

Quantity: 2 UOM: EA Price: $6,000.00 Total: $12,000.00

3.5 Binocular Viewer (Non-Coin operated – 20x Magnification) including Delivery, Unloading to Site, and installation, complete in place at,
_____ per unit.

Quantity: 4 UOM: EA Price: $6,000.00 Total: $24,000.00

4 Package Header

Alternate #1 - Bird Observation Deck (BOD) with Aggregate Finish
(Line excluded from response total)

Quantity: 1 UOM: EA Total: $31,200.00

Package Items

4.1 **DEDUCT ITEM 1.8**: 6" 3,000 PSI Steel Reinforced Concrete Pavement for Bird Observation Decks, complete at in place at,
_____ per unit.

Quantity: 1040 UOM: SF Price: $12.00 Total: $12,480.00

4.2 ADD 1.8A: 6” 3,000 PSI Steel Reinforced Concrete Pavement with aggregate finish for Bird Observation Decks, complete in place at,

_____ per unit.

Quantity: 1040 UOM: SF Price: $18.00 Total: $18,720.00

5 Package Header

Alternate #2 - Bird Observation Deck (BOD) and Gazebo Foundation with Stained Color Concrete Finish
(Line excluded from response total)

Quantity: 1 UOM: EA Total: $53,640.00

Package Items

5.1 DEDUCT ITEM 1.8: 6” 3,000 PSI Steel Reinforced Concrete Pavement for Bird Observation Decks, complete at in place at,

_____ per unit.

Quantity: 1040 UOM: SF Price: $12.00 Total: $12,480.00

5.2 ADD 1.8B: 6” 3,000 PSI Concrete Pavement with stained color concrete finish for Bird Observation Decks, complete in place at,

_____ per unit.

Quantity: 1040 UOM: SF Price: $18.00 Total: $18,720.00

5.3 ADD: Stained Color Concrete Finish for Gazebo Structure Foundation, complete in place at,

_____ per unit.

Quantity: 1020 UOM: SF Price: $22.00 Total: $22,440.00

6 Package Header

Alternate #3 - Bird Observation Deck (BOD) with Bird Stamp with Concrete Finish
(Line excluded from response total)

Quantity: 1 UOM: EA Total: $35,360.00

Package Items

6.1 DEDUCT ITEM 1.8: 6” 3,000 PSI Steel Reinforced Concrete Pavement for Bird Observation Decks, complete at in place at,

_____ per unit.

Quantity: 1040 UOM: SF Price: $12.00 Total: $12,480.00

6.2 ADD 1.8C: 6” 3,000 PSI Concrete Pavement with bird stamp and stained color concrete finish for Bird Observation Decks, complete in place at,

_____ per unit.

Quantity: 1040 UOM: SF Price: $22.00 Total: $22,880.00

7 Package Header

Alternate #4 - Concrete Trail
(Line excluded from response total)

Quantity: 1 UOM: EA Total: $585,720.00

Package Items

7.1 DEDUCT ITEM 1.9: 2” Type D HMAC, complete in place at, _____ per unit.

Quantity: 3965 UOM: SY Price: $44.00 Total: $174,460.00

7.2 DEDUCT ITEM 1.10 - Prime coat (MC-30), complete in place at, _____ per unit.

Quantity: 3965 UOM: SY Price: $5.00 Total: $19,825.00

7.3 ADD 1.9A: 5” 3,000 PSI Concrete Pavement with footings, complete in place at, _____ per unit.

Quantity: 35585 UOM: SF Price: $11.00 Total: $391,435.00

8 Package Header

Alternate #5 - Colored Concrete Trail
(Line excluded from response total)

Quantity: 1 UOM: EA Total: $691,892.50

Package Items

8.1 DEDUCT ITEM 1.9: 2” Type D HMAC, complete in place at, _____ per unit.

Quantity: 3965 UOM: SY Price: $44.00 Total: $174,460.00

8.2 ADD 1.9B: 5” 3,000 PSI Colored (2 sack minimum) Concrete Pavement, complete in place at, _____ per unit.

Quantity: 35685 UOM: SF Price: $14.50 Total: $517,432.50

9 Package Header

Alternate #6 - Parking Lot
(Line excluded from response total)

Quantity: 1 UOM: EA Total: $376,157.00

Package Items

9.1 8" Subgrade and Moisture Condition, complete in place at, _____ per unit.

Quantity: 3028 UOM: SY Price: $8.50 Total: $25,738.00

9.2 2" Type D HMAC, complete in place at, _____ per unit.

Quantity: 2825 UOM: SY Price: $44.00 Total: $124,300.00

9.3 Prime Coat (MC-30), complete in place at, _____ per unit.

Quantity: 2825 UOM: SY Price: $5.00 Total: $14,125.00

9.4 Cut (Compacted Measure), complete in place at, _____ per unit.

Quantity: 209 UOM: SY Price: $60.00 Total: $12,540.00

9.5 Fill (Compacted Measure) Material from Site, complete in place at, _____ per unit.

Quantity: 40 UOM: CY Price: $60.00 Total: $2,400.00

9.6 4" SCH 40 PVC, complete in place at, _____ per unit.

Quantity: 115 UOM: LF Price: $60.00 Total: $6,900.00

9.7 10" Flexible Base (Caliche), complete in place at, _____ per unit.

Quantity: 3028 UOM: SY Price: $38.00 Total: $115,064.00

9.8 Type "A" Curb & Gutter, complete in place at, _____ per unit.

Quantity: 835 UOM: LF Price: $25.00 Total: $20,875.00

9.9 Inverted Curb & Gutter, complete in place at, _____ per unit.

Quantity: 60 UOM: LF Price: $25.00 Total: $1,500.00

9.10 Ribbon Curb, complete in place at, _____ per unit.

Quantity: 175 UOM: LF Price: $25.00 Total: $4,375.00

9.11 7" 3,000 PSI Concrete Driveway, complete in place at, _____ per unit.

Quantity: 63 UOM: SY Price: $180.00 Total: $11,340.00

9.12 ADA Ramp Type 1 (Single), complete in place at, _____ per unit.

Quantity: 1 UOM: EA Price: $3,000.00 Total: $3,000.00

9.13 4' Concrete Sidewalk, complete in place at, _____ per unit.

Quantity: 500 UOM: SF Price: $9.00 Total: $4,500.00

9.14 Parking Lot Striping, complete in place at, _____ per unit.

Quantity: 1 UOM: LS Price: $25,000.00 Total: $25,000.00

9.15 ADA Parking Sign, complete in place at, _____ per unit.

Quantity: 2 UOM: EA Price: $1,500.00 Total: $3,000.00

9.16 Stop Sign, complete in place at, _____ per unit.

Quantity: 1 UOM: EA Price: $1,500.00 Total: $1,500.00

10

Package Header

Alternate #7 - 57 Stone
(Line excluded from response total)

Quantity: 1 UOM: EA Total: $150.00

Package Items

10.1 57 Stone - to address ground water, complete in place at,
_____ per unit.

Quantity: 1 UOM: CY Price: $150.00 Total: $150.00

Response Total: $1,164,128.00

HOWLAND
ENGINEERING AND SURVEYING CO.

February 21, 2025

City of Laredo Engineering Department
1110 Houston Street1
Laredo, TX 78041

Attn.: Eliud De Los Santos, P.E. *Sent Via E-Mail to: edelossant@ci.laredo.tx.us*
City Engineer

Subject: **Proposal – Construction Materials and Engineering Testing –**
Riverbend Hike & Bike Trail Project Phase 1 – FY24-ENG-82 Riverbend
Adjacent South to Laredo College
Laredo, Webb County, Texas

Dear Mr. De Los Santos,

Howland Engineering and Surveying Co., Inc. (Howland) appreciates the opportunity to propose the construction materials testing (CMT) for the above referenced project in Laredo, Texas. We are pleased to submit the following cost estimate.

The attached cost estimate is based on the design construction plans by *Crane Engineering Corporation* and the standard required testing frequencies we anticipate from the Client. The total estimated fee is **$16,935.00**. Please be advised that this is an estimate only and may change due to unforeseen quantities and/or situations during the construction phase of the project. This is not a Quality Assurance / Quality Control (QA/QC) scope. Howland will only be on-site to perform the requested test at the requested time.

Howland maintains a full-service testing laboratory in Laredo, Texas. Howland has experienced personnel with knowledge of local geologic conditions and materials. Our field personnel are certified nuclear density operators and American Concrete Institute (ACI) Grade I certified.

We appreciate the opportunity in submitting this cost and look forward providing our services. Should you have any questions or require additional information, please do not hesitate to call us at (956) 722-4411. Thank you.

Sincerely,
Howland Engineering and Surveying Co., Inc.
TBPE Firm Registration No. F-4097

Sergio Galindo, Jr., P.E.
Project Engineer

Austin C. Holmgreen, E.I.T.
Project Manager

AUTHORIZATION TO PROCEED:

Joseph Neeb: _____
City Manager

Eliud De Los Santos, P.E.: _____
City Engineer II

Mario I Maldonado, Jr.: _____
City Secretary

Date: _____

proposal-cmt-col-riverbend hike & bike trail project - phase 1

HOWLAND
ENGINEERING AND SURVEYING CO.

Project Name: **Riverbend Hike & Bike Trail Project Phase 1**
Client: **City of Laredo**
Type of Service: **Construction Materials and Engineering Testing**
Date: **February 21, 2025**

	Est. Quantities	Unit		Unit Cost	Cost Est.
Moisture Density Relationship & Atterberg Limits Determination:					
Subgrade - Site	3	EA	@	$515.00	$1,545.00
Flexible Base (with Grain Sieve Analysis)	2	EA	@	$690.00	$1,380.00
Proof Roll					
Trail & Gazebo	5	EA	@	$100.00	$500.00
Densities	*Minimum of four (4) tests per call out*				
Walking Trails					
Trail A	18	EA	@	$40.00	$720.00
Trail B	6	EA	@	$40.00	$240.00
Trail C	2	EA	@	$40.00	$80.00
Trail D	2	EA	@	$40.00	$80.00
Trail E	2	EA	@	$40.00	$80.00
Trail F	2	EA	@	$40.00	$80.00
(Trail)	2	EA	@	$40.00	$80.00
Common Area	3	EA	@	$40.00	$120.00
Observation Decks	2	EA	@	$40.00	$80.00
Gazebo	1	EA	@	$40.00	$40.00
Flexible Base Material (8")					
Trail A	18	EA	@	$40.00	$720.00
Trail B	6	EA	@	$40.00	$240.00
Trail C	2	EA	@	$40.00	$80.00
Trail D	2	EA	@	$40.00	$80.00
Trail E	2	EA	@	$40.00	$80.00
Trail F	2	EA	@	$40.00	$80.00
(Trail)	2	EA	@	$40.00	$80.00
Observation Decks	2	EA	@	$40.00	$80.00
Gazebo	1	EA	@	$40.00	$40.00
Flexible Base Material (4")					
Common Area	3	EA	@	$40.00	$120.00
Concrete:	*Four (4) cylinders per set*				
All Trails	15	SET	@	$250.00	$3,750.00
Gazebo	1	SET	@	$250.00	$250.00
Observation Decks	2	SET	@	$250.00	$500.00
Walk Path Footings	2	SET	@	$250.00	$500.00
Steel:					
Rebar					
Miscellaneous Rebar Inspection	0	HR	@	$175.00	$0.00
Miscellaneous Fees & Services:					
Atterberg Limits Verification	0	EA	@	$165.00	$0.00
Sieve Analysis Verification	0	EA	@	$125.00	$0.00
Wet Ball Mill	2	EA	@	$350.00	$700.00
Project Management Fees:	*RFIs/Submittals/Meetings/Project Management*				
Project Engineer	7	HR	@	$225.00	$1,575.00
Project Manager	14	HR	@	$175.00	$2,450.00
Administration	9	HR	@	$65.00	$585.00

Note:
Provide 24-hour notice prior to test service.
1.5 X for Non-Regular Working Hours

TOTAL COST EST. = **$16,935.00**

City of Laredo

City Council

Meeting Date: 3/17/2025 **Consent Agenda 15.**

SUBJECT
Consideration for approval of Amendment No. 3, an increase in the amount of $77,021.00 to the professional services contract with Crane Engineering, Laredo, Texas for the City of Laredo Riverbend Hike & Bike Trail Project - Phase 1 Rebid. Amendment No. 3 includes rebid letting services, construction phase services, and project closeout. Current contract amount with this amendment is $142,928.18. Funding is available in the Environmental 2019 Certificate of Obligation Bond.

PREVIOUS COUNCIL ACTION
On October 7, 2019, City Council authorized the Co-Interim City Managers to sign Amendment 2, for the additional engineering services contract with Crane Engineering- Laredo, Texas in the amount of $37,607.18. The total contract amount with this amendment is $65,907.18 for the Riverbend Project. Amendment #2 proposes to perform an update to proposed trail design, design a parking lot and educational lookout, prepare plans, specifications, and cost estimates as well as provide bidding phase services. Funding is available in the 2015 C.O. Bond.

BACKGROUND
The City of Laredo proposes to improve accessibility and promote the development of an environmentally friendly ecosystem by constructing 2,200 LF of hike and bike trial, a pre-engineered outdoor gazebo, bird observation decks, and related appurtenances.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of this motion.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Environmental 2019 C.O. Bond
Account #:	249-9874-545-9301
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the Environmental 2019 Certificate of Obligation Bond Acct#249-9874-545-9301 Project# EN2401.

STATE OF TEXAS §

COUNTY OF WEBB §

CITY OF LAREDO §

AMENDMENT #3 TO CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR CITY OF LAREDO RIVERBEND HIKE & BIKE TRAIL PROJECT – PHASE 1 REBID

This Amendment to the Contract for Professional Engineering Services for the City of Laredo Riverbend Project is entered into on the _____ day of _____ 2025 by and between the CITY OF LAREDO, a home rule city, chartered pursuant to the Constitution and laws of the State of Texas, hereinafter referred to as "CITY," and Crane Engineering Corp., a Texas Corporation duly formed and authorized to conduct business in the State of Texas, hereinafter referred to as "Crane".

WITNESSETH:

WHEREAS, CITY and Crane entered into a Professional Services Contract dated February 18, 2014 ("Contract"); and

WHEREAS, CITY has added services to the scope with previous amendments #1 and #2 of the February 18, 2014 Contract; and

WHEREAS, the change in scope of the Contract has increased the total cost of services to be rendered by Seventy Seven Thousand Twenty One Dollars and 00/100 ($77,021.00); and

WHEREAS, the original Contract of February 18, 2014 requires all amendments thereto be written and signed by all parties.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the parties agree as follows:

1. The scope of the Contract is hereby amended to include those items listed on Attachment "A". Attachment "A" is attached hereto and incorporate herein for all purposes.

2. All work shall be completed following the contractor's contract from the date Notice to Proceed is given by City to Crane. The production schedule is attached hereto as Attachment "B" and incorporated herein for all purposes.

3. The total additional charges for the services added to the scope of services shall not exceed Seventy Seven Thousand Twenty One Dollars and 00/100 ($77,021.00). The compensation schedule for said charges is attached hereto as Attachment "C" and incorporated herein for all purposes.

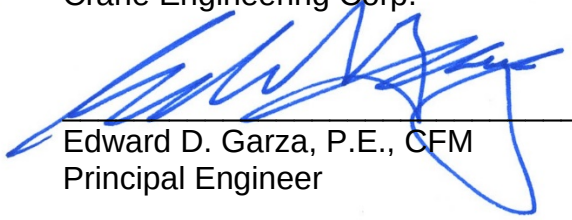
4. All terms and conditions of the Contract remain unchanged with the exception of those amended and modified herein.

IN WITNESS WHEREOF, the City of Laredo acting through its City Manager, Joseph Neeb, and Crane Engineering acting by and through Edward D. Garza, P.E., CFM its duly authorized Principal Engineer have executed this Amendment at Laredo, Texas, on this _____ day of _____ 2025.

City of Laredo, Texas

_____
Joseph Neeb
City Manager

Crane Engineering Corp.



_____
Edward D. Garza, P.E., CFM
Principal Engineer

Approved As To Form Only

_____
Doanh "Zone" T. Nguyen
City Attorney

ATTESTED

_____
Mario Maldonado
City Secretary

CRANE ENGINEERING
CIVIL . PUBLIC WORKS . PLANNING . HYDROLOGY

Edward D. Garza, P.E., CFM
President
Alfredo Martinez, P.E., CFM

ATTACHMENT A

SCOPE OF SERVICES TO BE PROVIDED BY ENGINEER

CITY OF LAREDO RIVERBEND HIKE & BIKE TRAIL PROJECT
PHASE 1 REBID

AMENDMENT #3

A. Background

The City of Laredo has requested from Crane Engineering a scope of services for additional services to the Riverbend Hike & Bike Trail Project, Phase 1 Rebid.

The original scope of services included developing PS&E for access improvements and SW3P within the 100-year flood plain of the Rio Grande River. PS&E were to be coordinated with USACE by the City.

Previous amendments for this contract include:
Amendment #1 – Approved by City Council on 08/20/14 in the amount of $6,000 to update the construction plans to reflect recommendations by USACE upon their review of preliminary designs.

Amendment #2 – Approved by City Council on 10/07/19 in the amount of $37,607.18 to provide professional engineering services that include design, specifications, and bid let services for the City of Laredo Riverbend Project.

During the development of Amendment #2, a credit of $4,200 was applied to the original contract and a credit of $1,500 was applied to Amendment #1. This credit revised the original contract to $23,800 and Amendment #1 to $4,500.

Amendment #3 proposes to provide professional engineering services that include construction phase services and project closeout for the Riverbend Project.

B. Scope of Services:

1. Bid Let Services for Rebid

- Prepare public notice;
- Prepare bid schedule;
- Conduct pre-bid meeting with minutes;
- Address questions from bidders (allowance);
- Issue addendums as needed (allowance);
- Attend bid opening;
- Evaluate bids and prepare bid tab;

- Prepare letter of recommendation and submit to City;
- Attend City Council meeting for contract award;
- Coordination with City.

2. Construction Phase Services

- Review product submittals and submit to City;
- Conduct pre-construction meeting for construction w/minutes;
- Construction staking and cut sheets, coordinate with City;
- Coordinate testing with geotechnical lab;
- Periodic inspections with reports (assume 4);
- Construction status meetings (assume 4);
- Process contractor pay apps;
- Allowance for RFIs, field changes, etc.;
- Pre-final inspection w/ City & punch list;
- Final inspection w/ City & punch list;
- Coordination with City, Contractor and Utility companies.

3. Project Closeout

- Coordinate with Contractor for closing documents;
- Closing Package & Project Acceptance;
- Plan of Record Drawings for Engineering Acceptance;
- Coordination with Contractor and City.

4. Special Services

- Coordination with TDLR consultant for the registration, review and final inspection of project;
- Coordination with IBWC during construction phase*.
  *It is assumed that all approvals and permits have been secured by the City.

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Edward D. Garza, P.E., CFM
President
Alfredo Martinez, P.E., CFM

ATTACHMENT B

PROJECT SCHEDULE

CITY OF LAREDO RIVERBEND HIKE & BIKE TRAIL PROJECT
PHASE 1 REBID

AMENDMENT #3

CONSTRUCTION PHASE SERVICES AND PROJECT CLOSEOUT

Project Schedule (to be completed following contractor's contract):

Bid Let Phase	30 - 45 days
Construction Phase	To follow construction contract; Assume 6-9 months
Project Closeout	30 working days after final inspection punchlist completed by contractor.

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Edward D. Garza, P.E., CFM
President
Alfredo Martinez, P.E., CFM

ATTACHMENT C

COMPENSATION FOR PROFESSIONAL SERVICES RELATED TO BASIC CONTRACT

CITY OF LAREDO RIVERBEND HIKE & BIKE TRAIL PROJECT
PHASE 1 REBID

AMENDMENT #3

BID LETTING SERVICES, CONSTRUCTION PHASE SERVICES AND PROJECT CLOSEOUT

1) Compensation shall be on fixed fee basis by task as outlined in the table below

Task	$ of TOTAL FEE
Bid Let Phase	$6,500
Construction Phase	$57,721
Project Closeout	$6,000
Special Services:	
- TDLR Project Registration, Review and Final Inspection (Estimated)	$1,800
- Coordination with IBWC during construction phase (Budget)	$5,000*
Total	**$77,021**

**Fee assumes all approvals and permits have been secured by the City*

Method of Payment
Payment shall be made to the Consultant based upon the several tasks as described heretofore and upon approval of task by City.

2) The consultant shall submit monthly partial payments for work performed for the various tasks upon the furnishing of satisfactory evidence and breakdown of actual time spent in the partial completion of the work.

3) The consultant shall be compensated on the basis described in Section V for basic services included in this Agreement. For additional services, compensation shall be negotiated in accordance with Attachment "D."

4) The final payment to be made by the City to the Consultant will be payable upon submission of closeout package.

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Edward D. Garza, P.E., CFM
President
Alfredo Martinez, P.E., CFM

EXHIBIT D

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

CITY OF LAREDO RIVERBEND HIKE & BIKE TRAIL PROJECT
PHASE 1 REBID

AMENDMENT #3

The fee described in Section V of this contract for this project shall provide compensation to the Consultant for all services called for under this Agreement to be performed by him or under his direction except the services as set forth below. These additional services and the compensation to be paid by the City to the Consultant for their performance when authorized in writing by the City Engineer are set forth as follows:

1) Assistance to the City as an expert witness in any litigation with third parties, arising from the development or construction of the project including the preparation of engineering data and reports. The Basis of Compensation for the following Additional Services shall be:
   A. Negotiated hourly rate for testimony of principles.
   B. Salary cost times a multiplier of 2.58 for services other than testimony of principles.
   C. Reimbursement for non-labor expense and subcontract expense at invoice cost plus a 10% service charge. The basis of compensation for the following additional services shall be based on an amount renegotiated (fixed fee) through an agreement with the City.

2) Restaking all destroyed hubs and checking alignment of existing hubs. Elevations of all hubs shall be re-established. Restaking shall be done as required, and a cut sheet based on such restake shall be prepared.

3) Preparation of all applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

4) Revising previously accepted studies, reports, design documents, or Contract Documents when such revisions are due to causes beyond Consultant's control.

5) Preparing documents for alternate bids requested by the City.

6) Investigations involving detailed consideration of operations, maintenance, and overhead expenses.

7) Providing value engineering during the course of design.

8) Preparation of feasibility studies not required in the base contract.

9) Cash flow and economic evaluations, rate schedules, and appraisals.

10) Detailed quantity surveys of material, equipment, and labor.

11) Audits or inventories required in connection with construction performed by the City.

12) Services after the award of each contract in evaluating substitutions not specified in an “or equal" proposed by the Contractor(s) as authorized by the City.

13) Making revisions to Drawings and Specifications occasioned by substitutions.

14) Services during out-of-town travel required of Consultant.

15) Additional services during construction made necessary by:
    a. Work damaged by fire or other cause during construction,
    b. A significant amount of defective or neglected work of contractor(s),
    c. Acceleration of the progress schedule required by the City involving services beyond normal working hours, and
    d. Default by Contractor(s).

16) Preparation of operating and maintenance manuals.

17) Additional or extensive assistance after initial start-up in the utilization of any equipment or system (such as post initial startup testing, adjusting and balancing).

18) Training personnel for operation and maintenance.

19) Services after the completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantee called for in any contract for the Project.

20) Actual performance of test borings and other soil or foundation investigations and related analysis.

21) Detailed mill, shop and/or laboratory inspection of materials or equipment.

22) Additional copies of reports, drawings, and specifications over the number specified in the base contract.

23) Providing renderings or models for City use.

24) Project aerial mapping.

25) Surveying services other than those required for the successful completion of the design of the project.

26) Boundary and utility easement surveys.

27) Retaining of outside consultants for geotechnical and/or environmental services including 404 permit submittal to USACE.

28) Hydrologic & Hydraulic (H&H) studies, drainage design, and FEMA related approvals.

29) Construction staking in excess of initial allowance.

City of Laredo

City Council

Meeting Date: 3/17/2025 **Consent Agenda 16.**

SUBJECT
Consideration to renew an annual supply/service contract to the sole source vendor Laredo Dodge, Laredo, Texas in the estimated annual amount of $80,000.00 for the purchase of dodge Original Equipment Manufacturer (OEM) parts and services for the Fire Department dodge vehicles. All emergency units have to be operational at all times. The term of this contract was be for a period of one with option to extended for two additional one-year periods. This is the first of two renewal periods. Funding is available on the General Fund- Fire Department.

PREVIOUS COUNCIL ACTION
Contract was approved by City Council on February 5, 2024

BACKGROUND
The City of Laredo Fire Department currently purchases approximately $80,000.00 of OEM dodge parts and services for units needing repairs on an as needed basis. The term of this contract shall be for a period of one year and is subject to future appropriations. This contract can be renewed for two additional one-year period upon mutual agreement of parties. Funding is available in the General fund - Fire Department.
Notarized Sole Source Affidavit attached.

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Yes
Source of Funds:	General Fund-Fire Department
Account #:	101-2415-522-3021
Change Order: Exceeds 25% Y/N:	N/A

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.

City of Laredo Sole Source Affidavit

2/4/25 approved

Compliance with Texas Local Government Code Chapter 252.021 is not required for purchases that are available from only one source, including: An item for which competition is precluded because of a patent, copyright, secret process, or monopoly. The item is a film, manuscript, or book. The item is a utility service, including electricity, gas, or water. The item is a captive replacement part or component for equipment. The sole source exception does not apply to mainframe data processing equipment and peripheral attachments with a single-item purchase price in excess of $15,000.

1. My name is (Print Name) Juan Gonzalez
   I am over the age of 18, have never been convicted of a felony and am competent to make this affidavit.
   I am authorized to sign contracts for the following company or firm:

   Company: Laredo Dodge chrysler JEEP
   Address: 6320 Bob Bullock Loop
   City, State, Zip Code: Laredo Tx. 78041
   Telephone Number: (956) 267- 8830
   Fax Number: ( ) N/A
   E-mail Address: Lelo gonzalez @greenwayauto.com

2. The above-named company or firm is the sole source of the following item(s) and no other company or firm in the United States of America sells or distributes the products listed below:
   Replacement Parts And/or Services for Dodge chrysler, Jeep RAM vehicles in Laredo TX

3. Competition in providing the above-named item(s) is precluded due to:

   _____ A patent
   _____ A copyright
   _____ A secret process
   _____ A monopoly
   _____ It is a film
   _____ It is a manuscript
   _____ It is a book
   _____ It is a utility service, including electricity, gas, or water (does not apply to parts *used for* utility services)
   ✓ It is a captive replacement part or component for equipment
   _____ Other circumstances provided by Texas Local Government Code 252.022 (provide details above)

4. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above-named item(s) or product(s) because of exclusive distribution or marketing rights.

5. This affidavit is valid for a period of one year, or until changed circumstances render it inaccurate, whichever occurs first.

Signature of Authorized Official	Title of Authorized Official	Date
	Managing Partner	2/3/25

City of Laredo Sole Source Affidavit

Approve 2/4/25

NOTARY USE ONLY

Subscribed and Sworn to before me this 3RD day of FEBRUARY, . State of TEXAS, County of WEBB.

Signature of Applicant

Rebbeka Torres

Signature of Notary Public

REBBEKA TORRES
Notary ID #131249415
My Commission Expires
August 17, 2025

Purchasing Department Use ONLY

Approved DW

Not Approved Return to Using Department _____

Purchasing Agent Signature

Date 2/11/25

City of Laredo

City Council

Meeting Date: 3/17/2025 **Consent Agenda 17.**

SUBJECT
Consideration to renew contract FY24-044 for the purchase of supplies and accessories for the X-Series Cardiac Monitors for the Laredo Fire Department in an annual amount of $75,000.00, this includes a 25 % increase due to higher use of the monitors, to the following vendors:

Zoll Medical Corporation, Chelmsford
Bound Tree Medical, Dublin, OH

These purchases are made on an as-needed basis. The term of this contract was one (1) year, with the option to renew three (3) additional one (1) year periods. This is the first of three extension periods. Funding is available in the Fire Department General Fund Budget.

PREVIOUS COUNCIL ACTION
Contract FY24-044 was approved by Council on 3/18/2024

BACKGROUND
The City went out on formal solicitations through Cit-E-Bid and received two bid submittals for the purchase supplies and accessories for the X-Series Cardiac Monitors. These purchases include but not limited to: CPR Padz, Flowtubes, Cables, connectors, thermal paper and etc. The term of contract is for a period of one year with option to renew three additional one-year periods upon mutual agreement of parties.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of these contracts.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Fire Department - General Fund
Account #:	101-2415-522-3810
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

City Council

Meeting Date: 3/17/2025 **Consent Agenda 18.**

SUBJECT
Consideration to amend service contract FY23-021 by 25% to provide car wash services with the following vendors:

1. (Section II: Exterior Car Wash Services) - Go Car Wash, Laredo, Texas for an amount increase of $11,250.00 and a new contract amount of $56,250.00 (Primary Vendor);

2. (Section II: Exterior Car Wash Services) - Aqua Express Auto Wash, Laredo, Texas for an amount increase of $2,500.00 and a new contract amount of $12,500.00 (Secondary Vendor).

This contract amendment is due to an increase in car washing services and to cover future expenditures. Funding is available in the Fleet Management fund.

PREVIOUS COUNCIL ACTION
Approved a one-year contract on 9/16/24.

BACKGROUND
The term of this contract shall expire on 9/16/25. The contract amendment is due to an increase in car wash services and to cover future expenditures. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Vendor	
Go Car Wash	
Current Contract Amount	$45,000.00
25% Increase	$11,250.00
Revised Contract Amount	$56,250.00

Vendor	
Aqua Express Auto Wash	
Current Contract Amount	$10,000.00
25% Increase	$ 2,500.00
Revised Contract Amount	$12,500.00

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that these contracts be amended.

Fiscal Impact

Fiscal Year:	2025.
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.

Event Number	FY23-021	**Organization**	City of Laredo Purchasing
Event Title	FY23-021 Car Wash Services - Fleet Departn	**Workgroup**	City of Laredo Purchasing
Event Description		**Event Owner**	Enrique Aldape III
Event Type	RFB	**Email**	ealdape@ci.laredo.tx.us
Issue Date	11/8/2022 09:48:18 AM (CT)	**Phone**	(956) 794-1733
Close Date	12/5/2022 05:00:00 PM (CT)	**Fax**	(956) 790-1805

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
GO Car Wash	greenwood village	CO	12/5/2022 04:48:35 PM (CT)	2	$14.00
Aqua Express Auto Wash (Eli-Ga	Laredo	TX	12/2/2022 04:08:38 PM (CT)	2	$30.00
Power Car Wash and Detail	Laredo	TX	12/6/2022 10:13:40 AM (CT)	6	$93.00
J2J Services LLC	Laredo	TX	12/6/2022 10:16:21 AM (CT)	6	$355.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

				GO Car Wash		Aqua Express Auto Wash (Eli-Gar I & OST, LLC)		Power Car Wash and Detail		J2J Services LLC	
				Total Price	$14.00	Total Price	$30.00	Total Price	$93.00	Total Price	$355.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I : Full Service Car Wash Provide proposed pricing for all the services listed Estimated total number of full service vehicle washes during a 12 month period 2,500	1	PKG					**$75.00**	$75.00	$290.00	$290.00
1.1	Passenger Vehicle Car Wash - Exterior/Interior vacuum	1	Unit Price Per Vehicle					**$12.50**		$45.00	
1.2	Truck/Passenger Van Wash Exterior/Interior vacuum	1	Unit Price Per Vehicle					**$12.50**		$55.00	
1.3	1 1 Ton Trucks W/booms, racks, hand wash , inside vacuum	1	Unit Price Per Vehicle					**$25.00**		$125.00	
1.4	Sedans, - Ton Trucks; complete detail (hand wash, remove blood stains and W/Armor all)	1	Unit Price Per Vehicle					**$25.00**		$65.00	
2	Section II Exterior Car Wash Services (Only) Provide proposed pricing for all the services listed. Estimated total number of exterior vehicle washes during a 12 month period 2,000	1	PKG	**$14.00**	$14.00	$30.00	$30.00	$18.00	$18.00	$65.00	$65.00
2.1	Passenger Vehicle Car Wash Exterior only	1	Unit Price Per Vehicle	**$7.00**		$15.00		$9.00		$25.00	
2.2	Truck/Passenger Van Wash Exterior only	1	Unit Price Per Vehicle	**$7.00**		$15.00		$9.00		$40.00	

Line #
1
1.1
1.2
1.3
1.4
2
2.1
2.2

Line	Responding Supplier	Supplier Notes
2.1	Aqua Express Auto Wash (Eli-Gar I & OST, LLC)	Unlimited Monthly Washes - Monthly Rates:Basic – $15 fleet rateAqua I - $19 fleet rateAqua II - $24 fleet rate Aqua III - $29 fleet rate
2.1	GO Car Wash	This would be the price per washInvoiced monthly through our accounts payable department
2.2	Aqua Express Auto Wash (Eli-Gar I & OST, LLC)	Unlimited Monthly Washes - Monthly Rates:Basic – $15 fleet rateAqua I - $19 fleet rateAqua II - $24 fleet rate Aqua III - $29 fleet rate
2.2	GO Car Wash	This would be the price per washInvoiced monthly through our accounts payable department

Line #	Att #	Attribute Name	Attribute Note	GO Car Wash	Aqua Express Auto	Power Car Wash ar	J2J Services LLC
Header	1	Questionnaire Descriptior	"The undersigned affirms				
Header	2	Name of Offeror (Busines		GO Car Wash - Fred	AQUA EXPRESS CAF		
Header	3	State how long under has		2 years, 7 months	MARCH 22 2016		
Header	4	If applicable, list all other		N/A	ELI-GAR I&OST, LLC		
Header	5	State if the Company is a	The below information is				
Header	6	Questions Part 1	1) Is any litigation pendin	No to all of the que	NO		
Header	7	Questions Part 2	1) Is the Business in arrea	No to all of the que	NO		
Header	8	State if the Company is a		This company is no	Other		
Header	9	Conflict of Interest Disclo	A form disclosing potentia				
Header	10	Conflict of Interest Questi	For vendor or other persc				
Header	11	Conflict of Interest Questi	Vendor is required to sub	Yes	Yes		
Header	12	Disclosure Form	For details on use of this f				
Header	13	This is a		New Submission	New Submission		
Header	14	Question 1. Name of pers	Please include First Name	Frederick W. Webe	ELIUD GARCIA		
Header	15	Question 2. Contract Info	Please include the followi	Express Car Wash s	BID OPPORTUNITY		
Header	16	Question 3. Name of indiv		Frederick Weber	ELIUD GARCIA - AQ		
Header	17	Question 4. List any busin		Not Applicable	Not Applicable		
Header	18	Question 4. List any busin	If you selected Not Applic				
Header	19	Question 5. List any indivi		Not Applicable	Not Applicable		
Header	20	Question 5. List any indivi	If you selected Not Applic				
Header	21	Question 6. List any attor		Not Applicable	Not Applicable		
Header	22	Question 6. List any attor	If selected Not Applicable				
Header	23	Question 7. Disclosure of	List any campaign or offic	Not Applicable	Not Applicable		
Header	24	Question 7. Disclosure of	If you selected Not Applic				
Header	25	Updates on contributions	Information regarding cor				
Header	26	Question 8. Disclosure of	Are you aware of any fact	I am not aware of a	I am not aware of a		
Header	27	8. Disclosure of Conflict o	If you selected I am aware				
Header	28	Question 9. Updates Requ	I understand that this forr	I have read and unc	I have read and unc		
Header	29	Question 10. No Contract	I understand that a perso	I have read and unc	I have read and unc		
Header	30	Question 11. Conflict of Ir	Chapter 176 of the Local (	I have acknowledge	I have acknowledge		
Header	31	Question 11. Oath	Please complete in this se	Frederick W. Webe	AQUA EXPRESS CAF		
Header	32	Question 12. Oath	I swear or affirm that the	I swear or affirm int	I swear or affirm int		
Header	33	Company Information Qu		I have completed th	I have completed th		
Header	34	Conflict of Interest Questi		I have completed th	I have completed th		
Header	35	Non-Collusive Affidavit		I have completed a	I have completed a		
Header	36	Discretionary Contracts D		I have completed th	I have completed th		
Header	37	Certificate of Interested P	In an effort to comply wit	I will comply with th	I will comply with th		

Header	38	Terms and Conditions for	TERMS AND CONDITIONS	I Agree to the Term	I Agree to the Term
Header	39	Insurance Terms and Con	INSURANCE REQUIREMEN	I agree my insuranc	I agree my insuranc
Header	40	Disqualification & Debarm	DISQUALIFICATION DEBA	I certify to the term	I certify to the term
Header	41	Contract Requirements	1.CODE OF ETHICS ORDIN	I have read and unc	I have read and unc
Header	42	Byrd Anti-Lobbying Amen	Byrd Anti-Lobbying Amen	I have read and unc	I have read and unc
Header	43	Overview of Company as	Overview of Company (**	Yes	Yes

Responding Supplier	Signature Full Name	Signature Email	Supplier Notes
GO Car Wash	Frederick Wilson Weber	fred.weber@gocarwash.com	We hope to continue keeping the City of Laredo's vehicles clean and s
Aqua Express Auto Wash (Eli-Ga	ELIZABETH DOMINGUEZ	edominguez@goldsgymtx.com	
Power Car Wash and Detail	Martha A Navarro for Pov	oschinojosa70@gmail.com	
J2J Services LLC	Martha A Navarro for J2J	john@j2jservicesllc.com	

AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF LAREDO, TEXAS AND Aqua Express Auto Wash

This agreement for contract services ("Agreement") is made by and between the **City of Laredo**, Webb County, Texas, a home-rule municipality, acting by and through its duly authorized City Manager **("City")**, and which maintains a primary business address of 1110 Houston Street, Laredo, Webb County, Texas, and **Aqua Express Auto Wash ("Provider")**, acting through its duly authorized agent, Eliud Garcia, which maintains a primary business address of 2446 San Isidro Pkwy Laredo, TX 78045. The City and **Aqua Express Auto Wash** are hereinafter sometimes referred to as the Parties.

WHEREAS, City has sought by issuance of a Request for Proposals or Invitation for Bids, the performance of work and/or services defined and described more particularly in Section I of this Agreement;

WHEREAS, Provider, following the submission of a proposal or bid for the performance of the Work and/or Services defined and described particularly in Section I of this Agreement, was selected by the City to perform those services;

WHEREAS, the City has authority to enter into this Agreement and the City Manager has authority to execute this Agreement;

WHEREAS, Aqua Express Auto Wash, has authority to enter into this Agreement and Eliud Garcia has authority to execute this Agreement on behalf of **Aqua Express Auto Wash**; and

WHEREAS, the Parties desire to formalize the selection of Provider for the performance of the Work and/or Services as defined and described particularly in Section I of this Agreement and desire that the Work and/or Services be performed in accordance with the terms and conditions of this Agreement and those stated in **Exhibit A**, which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

I. SCOPE OF SERVICES

Provider shall provide the "Work" and/or "Services" as specified, and in accordance with, the requirements stated in the "Scope of Services" section of the Request For Proposal ("RFP") or Invitation for Bids, which is attached hereto as **Exhibit A** and which is incorporated herein by reference as if set out in full herein. As a material inducement to the City entering into this Agreement, Provider represents and warrants to City that Provider is fully equipped, competent and capable to perform the Work and/or Services as specified, and in accordance with, the requirements, stated in **Exhibit A** and that Provider is ready and willing to perform the Work and/or Services in a thorough, competent, and professional manner. Provider further warrants to City that Provider is experienced in performing the Work and/or Services contemplated herein and further described in **Exhibit A**.

The RFP's or IFB's Scope of Services section which is mentioned above shall include Provider's scope of Services, Work, and/or bid, which is attached hereto as **Exhibit A** and incorporated herein by these references as if fully set forth herein. Again, all Work and/or Services, as well as the Scope of Services shall be performed in accordance to the requirements and provisions of the RFP and/or the bid submitted by provider, **Aqua Express Auto Wash** as stated in **Exhibit A**. Furthermore, Provider and Provider's Work and/or Services shall be insured, by the insurance policy ("Insurance Policy") obtained by Provider that meets the City's requirements, which are stated herein (**Exhibit B**). In addition, Provider and Provider's Work and/or Services shall also be performed and/or meet any and all requirements imposed on Provider by the Insurance Policy (**Exhibit B**).

II. TERM

This Agreement will commence upon execution of this Agreement by both parties and will continue for a (1) one-year term. Either party may terminate this Agreement by giving thirty days written notice to the other party. The Agreement has the option to renew (1) one, (1) one-year extension, upon mutual agreement of both parties and subject to the approval of the City Manager or City Council.

III. DEFAULT

The Provider shall be in default under the Agreement if the Provider fails to fully, timely, and faithfully perform any of its obligations under this Agreement.

IV. RELATIONSHIP OF THE PARTIES

It is understood and agreed that the relationship of Provider, **Aqua Express Auto Wash** to the City of Laredo is that of an independent contractor. Each party is interested only in the results obtained under this Agreement. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

V. INDEMNIFICATION

Provider, Aqua Express Auto Wash, covenants and agrees to FULLY INDEMNIFY DEFEND and HOLD HARMLESS, the City and its elected officials, employees, officers, directors, volunteers , representatives, and subcontractors (if any), individually and/or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability, and/or lawsuits, of any kind and nature, including, but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly, arising out of, resulting from and/or related to this Agreement and/or related to and/or arising out of Provider's exercise of and/or performance of the Services, Work, rights and/or duties under this Agreement, including, but not limited to, any acts and/or omissions of Provider and/or any agent, officer, director, representative, employee consultant or subcontractor of Provider and/or its respective officers, agents, officers, directors, representatives, employees, consultants, and/or subcontractors. IN THE EVENT PROVIDER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND/OR ANY OTHER LAW AND WITHOUT WAIVING ANY AND ALL DEFENSES THE CITY MAY HAVE UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or identity.

Provider, Aqua Express Auto Wash, LLC, shall promptly advise the City in writing of any claim and/or demand against the City or Provider known to Provider related to or arising out of Provider's activities under this Agreement.

VI. COMPENSATION AND INVOICES

Subject to any limitations set forth in this Agreement, City agrees to pay Provider the total amount of **$10,000.00**. This agreement is for a one (1) year period and has the option to renew one (1) additional year.

Reimbursement for any Work and/or Services performed and completed by Provider in accordance with will

be paid to Provider, upon City's receipt of a valid and detailed invoice from Provider, which invoice shall state and describe the Work and/or Services performed and completed by Provider in accordance with any and all requirements required by City in "**Exhibit A**", which is attached hereto and incorporated herein by reference, including, but not limited to, any and all City of Laredo reimbursement policies as stated in the RFP or IFB, which is attached hereto and incorporated herein by reference as "**Exhibit A**" and in the City of Laredo's Terms and Conditions ("Terms and Conditions") attached hereto and incorporated herein by reference as "**Exhibit C**". However, in no case shall Provider be paid any amount in excess of the **$20,000.00** in total compensation by the City unless City agrees to pay such additional compensation in a writing signed by both Parties.

VII. NOTICES

Notices under this agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, and addressed to the respective parties, at the addresses set forth, in this Agreement hereinbelow. Notice actually received shall be deemed for all purposes to have been in writing and shall, for all purposes, be deemed to have been fully given and received.

City of Laredo:
Joseph W. Neeb, City Manager
1110 Houston Street
Laredo, TX 78040

Aqua Express Auto Wash (Secondary Vendor)
Owner Name: Eliud Garcia
Address: 2446 San Isidro Pkwy
City, State, Zip Code: Laredo, Texas 78045

VIII. CORPORATE AUTHORITY

If any party to this Agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, or trust, then that party represents to the other party that this Agreement and the transactions contemplated in this Agreement and the execution and delivery thereof have been duly authorized by all necessary corporate, partnership, and/or trust proceedings and/or actions, including, but not limited to, actions on the part of the directors, officers, and agents of the entity.

Furthermore, a corporate party represents that all appropriate corporate meetings were held to authorize the aforementioned obligations and certified copies of all corporate meetings or minutes and corporate resolutions authorizing this transaction have been delivered to all parties to this Agreement prior to or at the time of execution of this Agreement.

IX. AMENDMENT OR MODIFICATION

This Agreement represents the entire agreement by and between the parties except as otherwise provided in this Agreement. It may not be changed except by written agreement duly executed by all of the parties.

X. INSURANCE

Provider shall maintain insurance consistent with the terms of **Invitation to Bids** which is attached hereto as **Exhibit B**, and incorporated herein for all purposes. Furthermore, Provider shall furnish the City with original copies of valid insurance policies herein required upon execution of this Agreement and shall maintain said policies in full force and effect at all times during the term of this Agreement.

XI. ASSIGNMENT

Neither this Agreement nor any duties or obligations under it are assignable by the Provider without the prior written consent of the City of Laredo.

XII. CONFIDENTIAL INFORMATION

Definition: The Parties anticipate that under this SERVICE AGREEMENT, it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). Confidential Information includes any information that is clearly identified as such at the time of disclosure by (a) appropriate stamps or markings on the documents exchanged or (b) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other party.

Exclusions: Confidential Information does not include information that:

a. Public Knowledge: Is or becomes publicly known or available other than as a result of a breach of this SERVICE AGREEMENT by the Receiving Party.

b. Pre-existing Possession: Was already in the possession of the Receiving Party as a result of disclosure by an individual or entity that was not then obligated to keep that information confidential.

c. No Confidentiality Restrictions: The Disclosing Party had disclosed or disclosed to an individual or entity without confidentiality restrictions.

d. Independent Development: The Receiving Party had developed or developed independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.

e. Protection of Confidential Information: The Receiving Party shall use reasonable efforts to protect the Disclosing Party's Confidential Information with the same care it uses to protect its own confidential information of a similar nature. The Receiving Party may only disclose Confidential Information to its personnel having a need to know the Confidential Information to fulfill the Receiving Party's obligations under this SERVICE AGREEMENT.

f. Use of Confidential Information: The Receiving Party may not reproduce, disclose, or use Confidential Information except in performing its obligations under this SERVICE AGREEMENT.

g. Legal Requirements: If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement to provide the Disclosing Party with a reasonable opportunity to pursue appropriate legal processes to prevent or limit the disclosure. If the Receiving Party complies with the terms of this section, the disclosure of that portion of the Confidential Information which the Receiving Party is legally required to disclose will not constitute a breach of this SERVICE AGREEMENT.

h. Return or Destruction of Materials: The Receiving Party shall, upon the request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information, except for materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense. The Receiving Party may securely retain one (1) copy in its files solely for record-keeping purposes.

i. Survival of Obligations: The Receiving Party's obligations concerning Confidential Information will survive the termination or expiration of this SERVICE AGREEMENT for a period of three (3) years.

j. Confidential Information clause ensures that sensitive information shared between the Parties is protected and used only for the intended purposes of the SERVICE AGREEMENT, providing legal safeguards and mechanisms for addressing legal disclosure requirements while maintaining confidentiality.

XII. RIGHT TO TERMINATE AGREEMENT

If the awarded contract vendor fails to cure a notice of default within ten days, after written notice of any problems with terms and/or services related to this Agreement, this contract shall be terminated with a 30 day written notice from the City of Laredo.

The City shall have the right to terminate the Agreement, in whole or in part, without cause at any time upon thirty (30) calendar days prior written notice. Upon receipt of termination, the Provider shall promptly cease all further Work pursuant to the Agreement, with such exemptions, if any, specified in the notice of termination. The City shall pay the Provider for goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

XIII. ENTIRE AGREEMENT

All covenants, conditions, and agreements contained herein are hereby made a part of the Agreement and the Parties hereby agree that no agreements were made and/or exist related to this Agreement that are not documented herein, except the Agreements and/or terms contained in and required by the City in **Invitation to Bids – FY23-021 Aqua Express Auto Wash – Fleet Dept** and Vendor's response thereto, both of which are attached hereto as **"Exhibit A"** and incorporated herein by reference as if set out in full herein, the insurance requirements and documents consistent with the terms of **Invitation to Bids – FY23-021 Aqua Express Auto Wash – Fleet Dept** which is attached hereto as **"Exhibit B"**, and the City of Laredo's Terms and Conditions ("Terms and Conditions") attached hereto and incorporated herein by reference as **"Exhibit C"**.

If and to the extent this Agreement and the terms contained in Exhibit A and the terms in this Agreement conflict, then the terms contained in **"Exhibit A" Invitation to Bids – FY23-021 Aqua Express Auto Wash – Fleet** and Vendor's response thereto, shall control.

However, in no case shall Provider be paid any amount in excess of **$20,000.00**, under any circumstances.

XIV. PARAGRAPH HEADINGS

The paragraph headings used in the Agreement are descriptive only and shall have no legal force or effect whatever.

XV. SOLE REMEDY & GOVERNING LAW

This Agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Webb County, Texas. In the event of any conflict between the Parties, the sole remedy to resolve any such conflict is to file a lawsuit in a state district Court in Webb County, Texas. No other Remedy, including, but not limited to, arbitration is available to either Party under this Agreement. Arbitration is not an available remedy under this Agreement.

The City in consideration of Provider's promises herein, including, Provider's promise of its full and true performance of the Work and/or Services, hereby agrees to and binds itself to pay the said Provider the unit price set forth in the attached Bid, and in the manner provided therein.

IN WITNESS WHEREOF, the Parties have duly approved this Contract executed on the _____ **day of** __ __, **2024** and effective on the date the Contract is executed by Joseph Neeb, the City Manager ("Effective Date") of the City of Laredo.

Aqua Express Auto Wash
"Provider"

Signature

By: Eliud Garcia,
2446 San Isidro Pkwy
Laredo, Texas 78045
Telephone: (956) 712-4653
Email: edominguez@goldsgymtx.com

City of Laredo
"Owner"

For: _____ **Date:** 9/26/24
Joseph Neeb
City Manager
City of Laredo
Jose A. Valdez UR
Asst. City Mgr

ATTESTED:

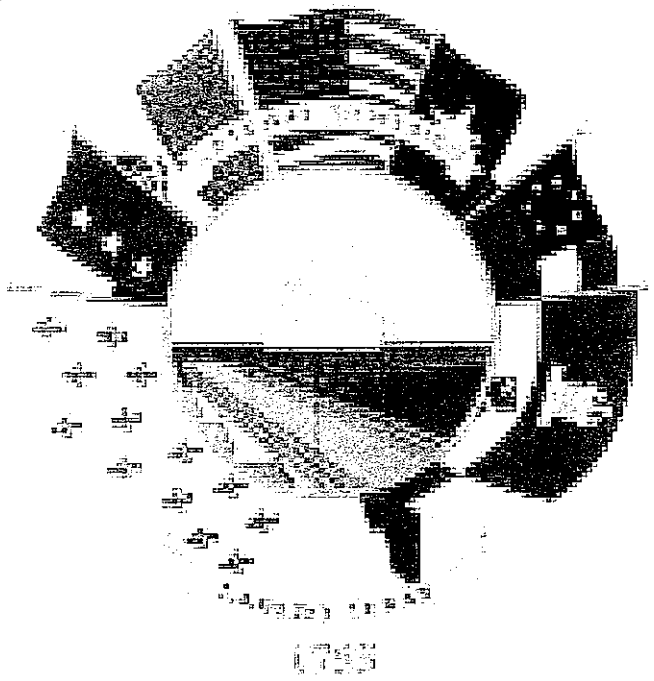
Mario Maldonado Jr.
City Secretary
City of Laredo

APPROVED AS TO FORM:

for
Doanh "Zone" T. Nguyen
City Attorney
City of Laredo

EXHIBIT A

Scope of Work



FY23-021
Aqua Express Auto Wash
Eli-Gar I & OST, LLC
Supplier Response

Event Information

Number: FY23-021
Title: FY23-021 Car Wash Services - Fleet Department
Type: Request For Bid
Issue Date: 11/8/2022
Deadline: 12/5/2022 05:00 PM (CT)
Notes:

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733

Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Aqua Express Auto Wash Information

Contact: Elizabeth Dominguez
Address: 2446 San Isidro Pkwy
Laredo
Laredo, TX 78045
Phone: (956) 712-4653
Email: edominguez@goldsgymtx.com

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

ELIZABETH DOMINGUEZ
Signature

edominguez@goldsgymtx.com
Email

Submitted at 12/2/2022 04:08:38 PM (CT)

Response Attachments

Flyer.pdf

Flyer includes services per tier.
Unlimited Washes - Monthly Rates:
Basic – $15 city fleet rate
Aqua I - $19 city fleet rate
Aqua II - $24 city fleet rate
Aqua III - $29 city fleet rate

Three locations included:
2610 Del Mar Blvd.
3402 Clark Blvd.
8903 Mines Road

It's imperative to mention AQUA Express Wash is Locally Owned and Locally Operated in comparison to our competitors

Affidavit.pdf

Affidavit

Conflict of Interest - Not applicable.pdf

Conflict of Interest

Overview of Company.pdf

Overview of Company

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** AQUA EXPRESS CAR WASH ELIUD GARCIA 956-712-4653
3	**State how long under has the business been in its present business name** MARCH 22 2016
4	**If applicable, list all other names under which the Business identified above operated in the last five years** ELI-GAR I&OST, LLC - AQUA EXPRESS AUTO WASH - AQUA CAR WASH

5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

6	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? NO

7	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? NO

8	**State if the Company is a certified minority business enterprise** Other

9	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

10	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

11	**Conflict of Interest Questionnaire** Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? Yes
12	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	**This is a** New Submission
14	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) ELIUD GARCIA
15	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department BID OPPORTUNITY FY23-021 (FY23-021 CAR WASH SERVICES - FLEET DEPARTMENT
16	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** ELIUD GARCIA - AQUA EXPRESS CARWASH
17	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
18	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. *No response*
19	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
20	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. *No response*
21	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable

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

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

No response

23 **Question 7. Disclosure of political contributions**

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

Not Applicable

24 **Question 7. Disclosure of political contributions**

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

No response

25 **Updates on contributions required**

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

26 **Question 8. Disclosure of Conflict of Interest**

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

I am not aware of any conflict of interest

27 **8. Disclosure of Conflict of Interest**

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

No response

28 **Question 9. Updates Required**

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

☑ I have read and understand this section (I have read and understand this section)

29	**Question 10. No Contract with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section (I have read and understand this section)
30	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised (I have acknowledge that I have been advised)
31	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date AQUA EXPRESS CAR WASH - ELIUD GARCIA - DIRECTOR OF OPERATIONS - 11/8/2022
32	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct (I swear or affirm information is correct)
33	**Company Information Questionnaire** ☑ I have completed this section (I have completed this section)
34	**Conflict of Interest Questionnaire** ☑ I have completed this section (I have completed this section)
35	**Non-Collusive Affidavit** ☑ I have completed and included this form (I have completed and included this form)
36	**Discretionary Contracts Disclosure** ☑ I have completed this section (I have completed this section)

37 **Certificate of Interested Parties (Form 1295)**

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

☑ I will comply with this form (I will comply with this form)

38 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

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

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

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

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512

Thomas Ave, Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

(a) This contract will be **awarded by sections** to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **There will be one primary vendor and two secondary vendors for each section of this contract.**

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 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.

☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

3 9

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 (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.

☑ I agree my insurance meets minumum requirements (I agree my insurance meets minumum requirements)

40 **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 (I certify to the terms and conditions)

4 1 **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 (I have read and understand this section)

42	**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 (I have read and understand this section)
43	**Overview of Company as per 28.0** **Overview of Company (***Documentation shall be uploaded onto Cit-E-Bid***)** It is City of Laredo's desire to establish a strong, lasting relationship with its suppliers. 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, structure, and references. ☑ Yes (Yes)

Bid Lines

1 Package Header

Section I : Full Service Car Wash

Provide proposed pricing for all the services listed

-

Estimated total number of full service vehicle washes during a 12 month period 2,500

Quantity: 1 UOM: PKG Total: *No response*

Item Notes: Please submit "0" for unit price

Package Items

1.1

Passenger Vehicle Car Wash - Exterior/Interior vacuum

Quantity: 1 UOM: Unit Price Per Vehicle Price: *No response* Total: *No response*

1.2

Truck/Passenger Van Wash – Exterior/Interior vacuum

Quantity: 1 UOM: Unit Price Per Vehicle Price: *No response* Total: *No response*

1.3
1 – 1½ Ton Trucks W/booms, racks, hand wash , inside vacuum

Quantity: 1 UOM: Unit Price Per Vehicle Price: *No response* Total: *No response*

1.4
Sedans, ½ - ¾ Ton Trucks; complete detail (hand wash, remove blood stains and W/Armor all)

Quantity: 1 UOM: Unit Price Per Vehicle Price: *No response* Total: *No response*

2 Package Header

Section II – Exterior Car Wash Services (Only)

Provide proposed pricing for all the services listed.

Estimated total number of exterior vehicle washes during a 12 month period 2,000

Quantity: 1 UOM: PKG Total: $30.00

Item Notes: Please submit "0" for unit price

Package Items

2.1
Passenger Vehicle Car Wash – Exterior only

Quantity: 1 UOM: Unit Price Per Vehicle Price: $15.00 Total: $15.00

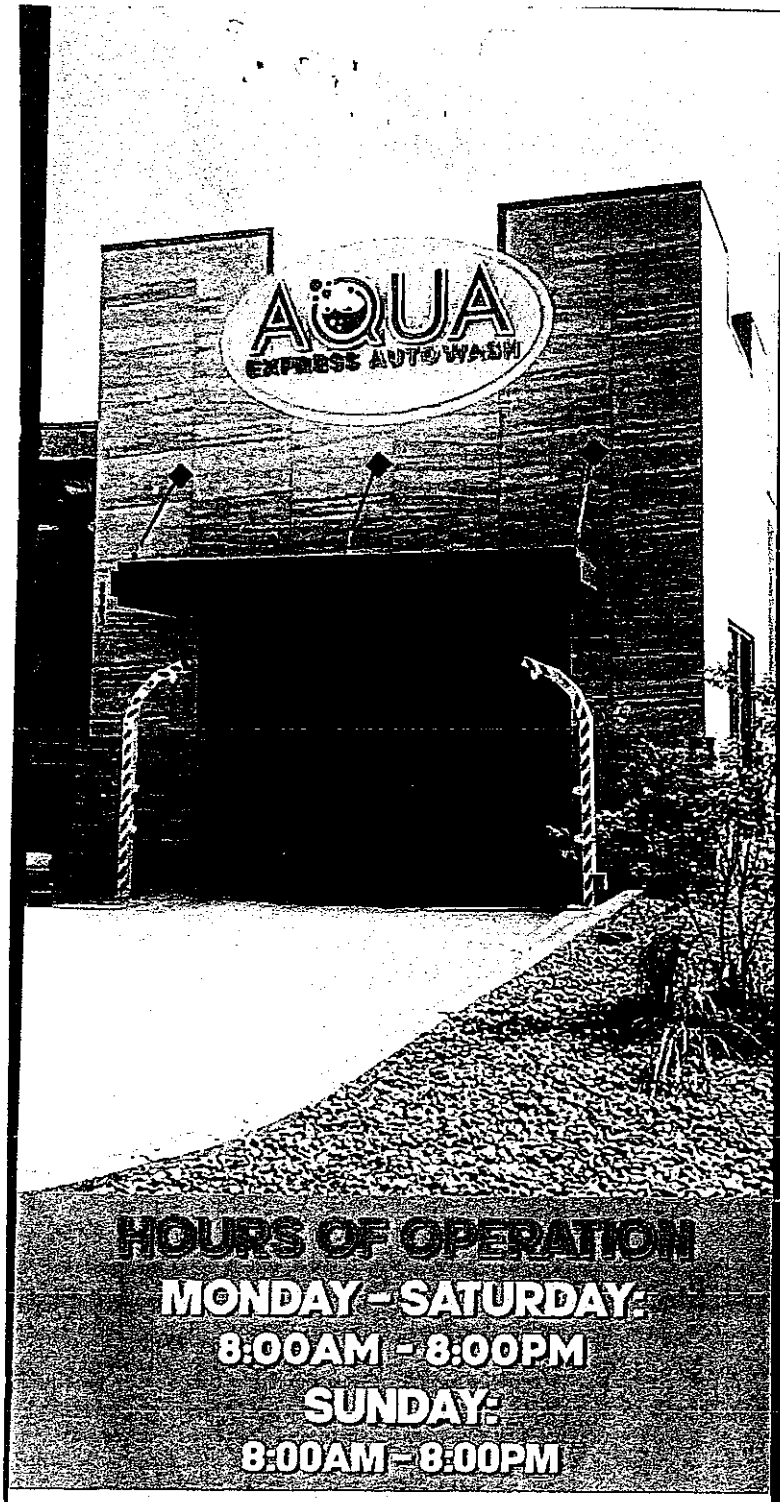
Supplier Notes: Unlimited Monthly Washes - Monthly Rates: Basic – $15 fleet rate Aqua I - $19 fleet rate Aqua II - $24 fleet rate Aqua III - $29 fleet rate

2.2
Truck/Passenger Van Wash – Exterior only

Quantity: 1 UOM: Unit Price Per Vehicle Price: $15.00 Total: $15.00

Supplier Notes: Unlimited Monthly Washes - Monthly Rates: Basic – $15 fleet rate Aqua I - $19 fleet rate Aqua II - $24 fleet rate Aqua III - $29 fleet rate

Response Total: $30.00



CAR WASH TO INCLUDE

BASIC $8

UNLIMITED $24.99 PLAN

- Soft Wash
- Spot-Free Rinse
- Power Dry
- Free Vacs

AQUA I $12

UNLIMITED $34.99 PLAN

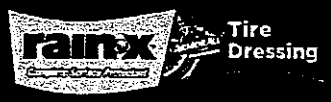
BASIC WASH PLUS:

- Undercarriage Flush
- Wheel Brightener
- 3x Foaming Conditioner
- Drying Agent

AQUA II $15

UNLIMITED $41.99 PLAN

BASIC WASH PLUS:



- Undercarriage Flush
- Wheel Brightener
- 3x Foaming Conditioner
- Drying Agent

AQUA III $18

UNLIMITED $49.99 PLAN

BASIC WASH PLUS:



- Undercarriage Flush
- Wheel Brightener
- 3x Foaming Conditioner
- Drying Agent
- Tire Dressing
- Rain X

HOURS OF OPERATION

MONDAY – SATURDAY:
8:00AM – 8:00PM

SUNDAY:
8:00AM – 8:00PM

AQUA
EXPRESS AUTO WASH

8903 FM1472 | 956.267.8360

Unlimited WASHES AS LOW AS **$24.99** PER MONTH

www.aquaautowash.com

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 Elvid Garcia.
(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 15 day of 11 20 22.

Notary Public

My commission expires:

01/07/2026

IVETTE LOPEZ
NOTARY PUBLIC
STATE OF TEXAS
ID 133523276
EXP. 01-07-2026

N/A.

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.**

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.**

not applicable.

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 _____

Signature of vendor doing business with the governmental entity

11/30/22.

Date

28.0 Overview of Company (*Documentation shall be uploaded onto Cit-E-Bid***)**

It is City of Laredo's desire to establish a strong, lasting relationship with its suppliers. 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, structure, and references.

28.1 Provide a brief overview of your company.

We are a locally owned and locally operated company that has been existence for over 6 years. We pride ourselves in providing a customer-focused car wash experience and prioritize customer service. We use high quality products and chemicals (ex. Armor and Rain-X) with all washes and have the longest tunnel in town. We have over 30 local employees over three locations . We continue to strive to provide a high quality car wash service experience for all customers.

28.2 Feedback from existing clients. Provide a minimum of three references

	Name	Phone Number
a.	Webb County DA's Office	523-4916
b.	Brenda Galindo - PNC	794-3964
c.	Raymond Gonzalez	512-626-4675

28.3 Please identify days of week establishment is open for business:

Days of the week: Monday through Sunday

28.4 Please identify hours of operation: Hours: 8:00 am to 8:00pm

28.5 Please list locations/addresses (North, South, East, West, or Central Laredo) where vehicles may be washed and/or vacuumed:

1. 2610 E. Del Mar
2. 3402 Clark Blvd
3. 8903 Mines Road

EXHIBIT B

Vendor Insurance

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/26/2024

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	CONTACT NAME: Kike Trevino	
StateFarm® Kike Trevino 517 Shiloh Drive Ste 4 Laredo TX 780456722	PHONE (A/C, No, Ext): 956-791-5453	FAX (A/C, No):
	E-MAIL ADDRESS: kike.trevino.tmag@statefarm.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : State Farm Lloyds	43419
INSURED ELI-GAR I & OST, LLC 2446 SAN ISIDRO PKWY LAREDO TX 780456393	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	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	ADD INSD	SUB 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: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	90-G5-Z080-5	10/13/2023	10/13/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	$
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

City of Laredo is listed as additional insured with respect to General and Auto Liability. Waiver of subrogation provided for General, Auto, and Workers Compensation.

CERTIFICATE HOLDER

City of Laredo
1102 Bob Bullock Loop
Laredo, TX 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

This form was system-generated on 08/26/2024

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Patricia Perez

From: Celia I. Guerrero
Sent: Tuesday, August 27, 2024 9:14 AM
To: Patricia Perez
Subject: FW: Question fy23-021 Car Wash Services
Attachments: eli-gar coi.pdf

Good morning Pati,

The COI provided by ELI-GAR I & OST, LLC has been reviewed and verified for compliance with the City of Laredo's minimum insurance requirements.

Thank you!

Celia Guerrero
City of Laredo
HR/Risk Management 2nd Floor
1102 Bob Bullock Loop
Laredo, Texas 78043
Office: (956)727-6480
Fax: (956)727-6485
Email: cguerrero@ci.laredo.tx.us

From: Patricia Perez <pperez@ci.laredo.tx.us>
Sent: Tuesday, August 27, 2024 9:10 AM
To: Celia I. Guerrero <cguerrero@ci.laredo.tx.us>
Subject: RE: Question fy23-021 Car Wash Services

Thanks Celia...

Can you please review COI for Aqua Express Auto Wash

Aqua Express Auto Wash $10,000.00

From: Celia I. Guerrero <cguerrero@ci.laredo.tx.us>
Sent: Monday, August 26, 2024 8:30 AM
To: Patricia Perez <pperez@ci.laredo.tx.us>
Subject: RE: Question fy23-021 Car Wash Services

Good morning Pati,

No worries, that' why I'm here.

Yes, they need to provide us with General Liability to include the Additional Insured and Waiver of Subrogation with limit of $1M occurrence and $2M aggregate.

Thank you,

Celia Guerrero
City of Laredo

EXHIBIT C

Terms & Conditions

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. The Bidder shall print or type the business name and manually sign the schedule.

(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.

(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, Laredo, Texas 78040.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract.

A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

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

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave., Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) *ANNUAL SUPPLY/SERVICE CONTRACTS*: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

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

12.0 ENTIRE AGREEMENT

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

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

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solutions:

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.

Council Communication

24-1747

9.16.24

SUBJECT
Consideration to renew annual service contract FY23-021 to provide car wash services with the following vendors:

1. (Section I: Full Service Car Wash) – Power Car Wash and Detail, Laredo, Texas in an amount of up to $35,000.00 (Primary Vendor);

2. (Section II: Exterior Car Wash Services) – Go Car Wash, Laredo, Texas in an amount of up to $45,000.00 (Primary Vendor);

3. (Section II: Exterior Car Wash Services) – Power Car Wash and Detail, Laredo, Texas in an amount of up to $20,000.00 (Secondary Vendor);

4. (Section II: Exterior Car Wash Services) – Aqua Express Auto Wash, Laredo, Texas in an amount of up to $10,000.00 (Secondary Vendor).

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. This contract can be renewed one additional one year extension period, upon mutual agreement of the parties. There was no price increase during the last extension period. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION
Approved a one-year contract on 1/16/24.

BACKGROUND
This contract establishes pricing for the purchase of car was 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. There was no price increase during the last extension period. This is the second of three extension periods. This contract shall be the responsibility of an administered by the vendor and the City of Laredo Fleet Department.

A complete pricing table is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes.

FY23-021 Pricing Table

	Power Car Wash & Detail	
Section I: Full Service Car Wash	Unit Cost/Per Vehicle	Primary Vendor
Passenger Vehicle	$12.50	
Truck/Passenger Van	$12.50	
1-1 1/2 Ton Trucks W/Booms, & Racks	$25.00	
Sedans - Ton Trucks	$25.00	
	Go Car Wash	
Section II: Exterior Car Wash Services	Unit Cost/Per Vehicle	Primary Vendor
Passenger Vehicle Car	$7.00	
Truck/Passenger Van	$7.00	
	Power Car Wash & Detail	
	Unit Cost/Per Vehicle	Secondary Vendor
Passenger Vehicle Car	$9.00	
Truck/Passenger Van	$9.00	
	Aqua Express Auto Wash	
	Unit Cost/Per Vehicle	Secondary Vendor
Passenger Vehicle Car	$15.00	
Truck/Passenger Van	$15.00	

AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF LAREDO, TEXAS AND GO Car Wash

This agreement for contract services ("Agreement") is made by and between the **City of Laredo**, Webb County, Texas, a home-rule municipality, acting by and through its duly authorized City Manager **("City"),** and which maintains a primary business address of 1110 Houston Street, Laredo, Webb County, Texas, and **GO Car Wash ("Provider"),** acting through its duly authorized agent, Tommy Jackson, which maintains a primary business address of 925 Gilbert Road, Suite 205 Mesa, AZ 85204. The City and **GO Car Wash** are hereinafter sometimes referred to as the Parties.

WHEREAS, City has sought by issuance of a Request for Proposals or Invitation for Bids, the performance of work and/or services defined and described more particularly in Section I of this Agreement;

WHEREAS, Provider, following the submission of a proposal or bid for the performance of the Work and/or Services defined and described particularly in Section I of this Agreement, was selected by the City to perform those services;

WHEREAS, the City has authority to enter into this Agreement and the City Manager has authority to execute this Agreement;

WHEREAS, GO Car Wash, has authority to enter into this Agreement and Tommy Jackson has authority to execute this Agreement on behalf of **GO Car Wash**; and

WHEREAS, the Parties desire to formalize the selection of Provider for the performance of the Work and/or Services as defined and described particularly in Section I of this Agreement and desire that the Work and/or Services be performed in accordance with the terms and conditions of this Agreement and those stated in **Exhibit A**, which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

I. SCOPE OF SERVICES

Provider shall provide the "Work" and/or "Services" as specified, and in accordance with, the requirements stated in the "Scope of Services" section of the Request For Proposal ("RFP") or Invitation for Bids, which is attached hereto as **Exhibit A** and which is incorporated herein by reference as if set out in full herein. As a material inducement to the City entering into this Agreement, Provider represents and warrants to City that Provider is fully equipped, competent and capable to perform the Work and/or Services as specified, and in accordance with, the requirements, stated in **Exhibit A** and that Provider is ready and willing to perform the Work and/or Services in a thorough, competent, and professional manner. Provider further warrants to City that Provider is experienced in performing the Work and/or Services contemplated herein and further described in **Exhibit A**.

The RFP's or IFB's Scope of Services section which is mentioned above shall include Provider's scope of Services, Work, and/or bid, which is attached hereto as **Exhibit A** and incorporated herein by these references as if fully set forth herein. Again, all Work and/or Services, as well as the Scope of Services shall be performed in accordance to the requirements and provisions of the RFP and/or the bid submitted by provider, **GO Car Wash** as stated in **Exhibit A**. Furthermore, Provider and Provider's Work and/or Services shall be insured, by the insurance policy ("Insurance Policy") obtained by Provider that meets the City's requirements, which are stated herein (**Exhibit B**). In addition, Provider and Provider's Work and/or Services shall also be performed and/or meet any and all requirements imposed on Provider by the Insurance Policy (**Exhibit B**).

II. TERM

This Agreement will commence upon execution of this Agreement by both parties and will continue for a (1) one-year term. Either party may terminate this Agreement by giving thirty days written notice to the other party. The Agreement has the option to renew (1) one, (1) one-year extension, upon mutual agreement of both parties and subject to the approval of the City Manager or City Council.

III. DEFAULT

The Provider shall be in default under the Agreement if the Provider fails to fully, timely, and faithfully perform any of its obligations under this Agreement.

IV. RELATIONSHIP OF THE PARTIES

It is understood and agreed that the relationship of Provider, **GO Car Wash** to the City of Laredo is that of an independent contractor. Each party is interested only in the results obtained under this Agreement. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

V. INDEMNIFICATION

Provider, GO Car Wash, covenants and agrees to FULLY INDEMNIFY DEFEND and HOLD HARMLESS, the City and its elected officials, employees, officers, directors, volunteers , representatives, and subcontractors (if any), individually and/or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability, and/or lawsuits, of any kind and nature, including, but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly, arising out of, resulting from and/or related to this Agreement and/or related to and/or arising out of Provider's exercise of and/or performance of the Services, Work, rights and/or duties under this Agreement, including, but not limited to, any acts and/or omissions of Provider and/or any agent, officer, director, representative, employee consultant or subcontractor of Provider and/or its respective officers, agents, officers, directors, representatives, employees, consultants, and/or subcontractors. IN THE EVENT PROVIDER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND/OR ANY OTHER LAW AND WITHOUT WAIVING ANY AND ALL DEFENSES THE CITY MAY HAVE UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or identity.

Provider, GO Car Wash, LLC, shall promptly advise the City in writing of any claim and/or demand against the City or Provider known to Provider related to or arising out of Provider's activities under this Agreement.

VI. COMPENSATION AND INVOICES

Subject to any limitations set forth in this Agreement, City agrees to pay Provider the total amount of **$45,000.00**. This agreement is for a one (1) year period and has the option to renew one (1) additional year.

Reimbursement for any Work and/or Services performed and completed by Provider in accordance with will be paid to Provider, upon City's receipt of a valid and detailed invoice from Provider, which invoice shall state

and describe the Work and/or Services performed and completed by Provider in accordance with any and all requirements required by City in "**Exhibit A**", which is attached hereto and incorporated herein by reference, including, but not limited to, any and all City of Laredo reimbursement policies as stated in the RFP or IFB, which is attached hereto and incorporated herein by reference as "**Exhibit A**" and in the City of Laredo's Terms and Conditions ("Terms and Conditions") attached hereto and incorporated herein by reference as **"Exhibit C"**. However, in no case shall Provider be paid any amount in excess of the **$90,000.00** in total compensation by the City unless City agrees to pay such additional compensation in a writing signed by both Parties.

VII. NOTICES

Notices under this agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, and addressed to the respective parties, at the addresses set forth, in this Agreement hereinbelow. Notice actually received shall be deemed for all purposes to have been in writing and shall, for all purposes, be deemed to have been fully given and received.

City of Laredo:
Joseph W. Neeb, City Manager
1110 Houston Street
Laredo, TX 78040

GO Car Wash (Primary Vendor)
RGV Market Leader: Tommy Jackson
Address: 925 Gilbert Road, Suite 205
City, State, Zip Code: Mesa, AZ 85204

VIII. CORPORATE AUTHORITY

If any party to this Agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, or trust, then that party represents to the other party that this Agreement and the transactions contemplated in this Agreement and the execution and delivery thereof have been duly authorized by all necessary corporate, partnership, and/or trust proceedings and/or actions, including, but not limited to, actions on the part of the directors, officers, and agents of the entity.

Furthermore, a corporate party represents that all appropriate corporate meetings were held to authorize the aforementioned obligations and certified copies of all corporate meetings or minutes and corporate resolutions authorizing this transaction have been delivered to all parties to this Agreement prior to or at the time of execution of this Agreement.

IX. AMENDMENT OR MODIFICATION

This Agreement represents the entire agreement by and between the parties except as otherwise provided in this Agreement. It may not be changed except by written agreement duly executed by all of the parties.

X. INSURANCE

Provider shall maintain insurance consistent with the terms of **Invitation to Bids** which is attached hereto as **Exhibit B**, and incorporated herein for all purposes. Furthermore, Provider shall furnish the City with original copies of valid insurance policies herein required upon execution of this Agreement and shall maintain said policies in full force and effect at all times during the term of this Agreement.

XI. ASSIGNMENT

Neither this Agreement nor any duties or obligations under it are assignable by the Provider without the prior written consent of the City of Laredo.

XII. CONFIDENTIAL INFORMATION

Definition: The Parties anticipate that under this SERVICE AGREEMENT, it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). Confidential Information includes any information that is clearly identified as such at the time of disclosure by (a) appropriate stamps or markings on the documents exchanged or (b) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other party.

Exclusions: Confidential Information does not include information that:

a. Public Knowledge: Is or becomes publicly known or available other than as a result of a breach of this SERVICE AGREEMENT by the Receiving Party.

b. Pre-existing Possession: Was already in the possession of the Receiving Party as a result of disclosure by an individual or entity that was not then obligated to keep that information confidential.

c. No Confidentiality Restrictions: The Disclosing Party had disclosed or disclosed to an individual or entity without confidentiality restrictions.

d. Independent Development: The Receiving Party had developed or developed independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.

e. Protection of Confidential Information: The Receiving Party shall use reasonable efforts to protect the Disclosing Party's Confidential Information with the same care it uses to protect its own confidential information of a similar nature. The Receiving Party may only disclose Confidential Information to its personnel having a need to know the Confidential Information to fulfill the Receiving Party's obligations under this SERVICE AGREEMENT.

f. Use of Confidential Information: The Receiving Party may not reproduce, disclose, or use Confidential Information except in performing its obligations under this SERVICE AGREEMENT.

g. Legal Requirements: If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement to provide the Disclosing Party with a reasonable opportunity to pursue appropriate legal processes to prevent or limit the disclosure. If the Receiving Party complies with the terms of this section, the disclosure of that portion of the Confidential Information which the Receiving Party is legally required to disclose will not constitute a breach of this SERVICE AGREEMENT.

h. Return or Destruction of Materials: The Receiving Party shall, upon the request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information, except for materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense. The Receiving Party may securely retain one (1) copy in its files solely for record-keeping purposes.

i. Survival of Obligations: The Receiving Party's obligations concerning Confidential Information will survive the termination or expiration of this SERVICE AGREEMENT for a period of three (3) years.

j. Confidential Information clause ensures that sensitive information shared between the Parties is protected and used only for the intended purposes of the SERVICE AGREEMENT, providing legal safeguards and mechanisms for addressing legal disclosure requirements while maintaining confidentiality.

XII. RIGHT TO TERMINATE AGREEMENT

If the awarded contract vendor fails to cure a notice of default within ten days, after written notice of any problems with terms and/or services related to this Agreement, this contract shall be terminated with a 30 day written notice from the City of Laredo.

The City shall have the right to terminate the Agreement, in whole or in part, without cause at any time upon thirty (30) calendar days prior written notice. Upon receipt of termination, the Provider shall promptly cease all further Work pursuant to the Agreement, with such exemptions, if any, specified in the notice of termination. The City shall pay the Provider for goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

XIII. ENTIRE AGREEMENT

All covenants, conditions, and agreements contained herein are hereby made a part of the Agreement and the Parties hereby agree that no agreements were made and/or exist related to this Agreement that are not documented herein, except the Agreements and/or terms contained in and required by the City in **Invitation to Bids – FY23-021 GO Car Wash – Fleet Dept** and Vendor's response thereto, both of which are attached hereto as **"Exhibit A"** and incorporated herein by reference as if set out in full herein, the insurance requirements and documents consistent with the terms of **Invitation to Bids – FY23-021 GO Car Wash – Fleet Dept** which is attached hereto as **"Exhibit B"**, and the City of Laredo's Terms and Conditions ("Terms and Conditions") attached hereto and incorporated herein by reference as **"Exhibit C"**.

If and to the extent this Agreement and the terms contained in Exhibit A and the terms in this Agreement conflict, then the terms contained in **"Exhibit A" Invitation to Bids – FY23-021 GO Car Wash – Fleet** and Vendor's response thereto, shall control.

However, in no case shall Provider be paid any amount in excess of **$90,000.00**, under any circumstances.

XIV. PARAGRAPH HEADINGS

The paragraph headings used in the Agreement are descriptive only and shall have no legal force or effect whatever.

XV. SOLE REMEDY & GOVERNING LAW

This Agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Webb County, Texas. In the event of any conflict between the Parties, the sole remedy to resolve any such conflict is to file a lawsuit in a state district Court in Webb County, Texas. No other Remedy, including, but not limited to, arbitration is available to either Party under this Agreement. Arbitration is not an available remedy under this Agreement.

The City in consideration of Provider's promises herein, including, Provider's promise of its full and true performance of the Work and/or Services, hereby agrees to and binds itself to pay the said Provider the unit price set forth in the attached Bid, and in the manner provided therein.

IN WITNESS WHEREOF, the Parties have duly approved this Contract executed on the _____ day of ___, 2024 and effective on the date the Contract is executed by Joseph Neeb, the City Manager ("Effective Date") of the City of Laredo.

GO Car Wash
"Provider"

Signature

By: Tommy Jackson,
925 Gilbert Road Suite 205
Mesa, AZ 85204
Telephone: (210) 668-0868
Email: tommy.jackson@gocarwash.com

City of Laredo
"Owner"

Date: 10/01/24

Joseph Neeb
City Manager
City of Laredo

ATTESTED:

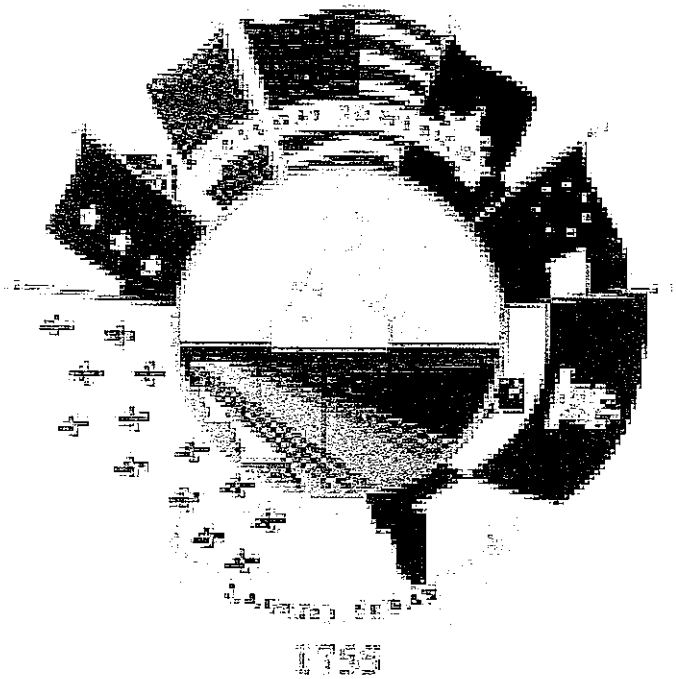
Mario Maldonado Jr.
City Secretary
City of Laredo

APPROVED AS TO FORM:

for **Doanh "Zone" T. Nguyen**
City Attorney
City of Laredo

EXHIBIT A

Scope of Work



FY23-021
GO Car Wash
Supplier Response

Event Information

Number: FY23-021
Title: FY23-021 Car Wash Services - Fleet Department
Type: Request For Bid
Issue Date: 11/8/2022
Deadline: 12/5/2022 05:00 PM (CT)
Notes:

Contact Information

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

GO Car Wash Information

Contact: Fred Weber
Address: 7400 E. Orchard Rd
STE 260s
greenwood village, CO 80111
Phone: (443) 852-7266
Email: fred.weber@gocarwash.com

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

Frederick Wilson Weber
Signature

fred.weber@gocarwash.com
Email

Submitted at 12/5/2022 04:48:35 PM (CT)

Supplier Note

We hope to continue keeping the City of Laredo's vehicles clean and shiny! These unit prices are per wash and will be invoiced monthly per our accounts payable department.

Response Attachments

Bid Invitation (1) (2).pdf

Bid Invitation for GO Car Washes in Laredo, TX.

Conflict of Interest Questionnaire-Revised 1-1-2021 (1) (1).pdf

Conflict of Interest Questionnaire for GO Car Washes in Laredo, TX.

Non-Collusive Affidavit Form (1).pdf

Non-Collusive Affidavit Form for GO Car Washes in Laredo, TX.

FY23-021 Car Wash Services (1) (1).pdf

FY23-021 Car Wash Services for GO Car Washes in Laredo, TX.

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** GO Car Wash - Frederick Weber (443)852-7266
3	**State how long under has the business been in its present business name** 2 years, 7 months

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 of the questions above.

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 of the questions above.

8	**State if the Company is a certified minority business enterprise**
	This company is not a certified minority business

9	**Conflict of Interest Disclosure**
	A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

10 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

11 **Conflict of Interest Questionnaire**

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

Yes

12 **Disclosure Form**

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

13 **This is a**

New Submission

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

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

Frederick W. Weber

15 **Question 2. Contract Information**

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

Express Car Wash services for the City of Laredo, TX.

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

Frederick Weber

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

Not Applicable

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

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

No response

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

Not Applicable

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

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

No response

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

Not Applicable

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

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

No response

23 **Question 7. Disclosure of political contributions**

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

Not Applicable

24 **Question 7. Disclosure of political contributions**

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

No response

25 **Updates on contributions required**

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

26 **Question 8. Disclosure of Conflict of Interest**

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

I am not aware of any conflict of interest

27 **8. Disclosure of Conflict of Interest**

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

No response

28	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☑ I have read and understand this section (I have read and understand this section)
29	**Question 10. No Contract with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section (I have read and understand this section)
30	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised (I have acknowledge that I have been advised)
31	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Frederick W. Weber - Market Leader RGV/Laredo, GO Car Wash Management Corporation 12/05/2022
32	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct (I swear or affirm information is correct)
33	**Company Information Questionnaire** ☑ I have completed this section (I have completed this section)
34	**Conflict of Interest Questionnaire** ☑ I have completed this section (I have completed this section)
35	**Non-Collusive Affidavit** ☑ I have completed and included this form (I have completed and included this form)
36	**Discretionary Contracts Disclosure** ☑ I have completed this section (I have completed this section)

37 **Certificate of Interested Parties (Form 1295)**

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

☑ I will comply with this form (I will comply with this form)

38 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

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

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

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

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512

Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

(a) This contract will be **awarded by sections** to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **There will be one primary vendor and two secondary vendors for each section of this contract.**

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 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.

☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

39	**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 (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. ☑ I agree my insurance meets minumum requirements (I agree my insurance meets minumum requirements)

40 **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 (I certify to the terms and conditions)

41

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 (I have read and understand this section)

42	**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 (I have read and understand this section)
43	**Overview of Company as per 28.0** **Overview of Company (***Documentation shall be uploaded onto Cit-E-Bid***)** It is City of Laredo's desire to establish a strong, lasting relationship with its suppliers. 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, structure, and references. ☑ Yes (Yes)

Bid Lines

1 Package Header

Section I : Full Service Car Wash

Provide proposed pricing for all the services listed

-

Estimated total number of full service vehicle washes during a 12 month period 2,500

Quantity: 1 UOM: PKG Total: *No response*

Item Notes: Please submit "0" for unit price

Package Items

1.1

Passenger Vehicle Car Wash - Exterior/Interior vacuum

Quantity: 1 UOM: Unit Price Per Vehicle Price: *No response* Total: *No response*

1.2

Truck/Passenger Van Wash – Exterior/Interior vacuum

Quantity: 1 UOM: Unit Price Per Vehicle Price: *No response* Total: *No response*

1.3

1 – 1½ Ton Trucks W/booms, racks, hand wash , inside vacuum

Quantity: 1 UOM: Unit Price Per Vehicle Price: *No response* Total: *No response*

1.4

Sedans, ½ - ¾ Ton Trucks; complete detail (hand wash, remove blood stains and W/Armor all)

Quantity: 1 UOM: Unit Price Per Vehicle Price: *No response* Total: *No response*

2 Package Header

Section II – Exterior Car Wash Services (Only)

Provide proposed pricing for all the services listed.

-

Estimated total number of exterior vehicle washes during a 12 month period 2,000

Quantity: 1 UOM: PKG Total: $14.00

Item Notes: Please submit "0" for unit price

Package Items

2.1

Passenger Vehicle Car Wash – Exterior only

Quantity: 1 UOM: Unit Price Per Vehicle Price: $7.00 Total: $7.00

Supplier Notes: This would be the price per wash Invoiced monthly through our accounts payable department

2.2

Truck/Passenger Van Wash – Exterior only

Quantity: 1 UOM: Unit Price Per Vehicle Price: $7.00 Total: $7.00

Supplier Notes: This would be the price per wash Invoiced monthly through our accounts payable department

Response Total: $14.00

EXHIBIT B

Vendor Insurance

GOCARWA-01 ACORTEZ2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/25/2024

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 License # 0C36861 Phoenix-Alliant Insurance Services, Inc. 2415 E Camelback Rd Ste 950 Phoenix, AZ 85016	CONTACT NAME: PHONE (A/C, No, Ext): (602) 707-1900 FAX (A/C, No): (602) 393-2788 E-MAIL ADDRESS:
INSURED Go Car Wash Management Corp. 7400 E. Orchard Rd. Suite 260S Greenwood Village, CO 80111	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Nationwide Mutual Insurance Company — 23787 INSURER B : Zenith Insurance Company — 13269 INSURER C : INSURER D : INSURER E : 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:	X	X	3059144041	1/4/2024	1/4/2025	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 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X $1,000 Deductible	X	X	3059144041	1/4/2024	1/4/2025	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	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	M1340902	1/4/2024	1/4/2025	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)
The City of Laredo shall be named as an additional insured with respect to General and Auto liability policies. Waiver of subrogation in favor of the City of Laredo shall be contained in the Workers Compensation, and all liability policies

CERTIFICATE HOLDER

City of Laredo
1102 Bob Bullock Loop
Laredo, TX 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



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Patricia Perez

From: Celia I. Guerrero
Sent: Friday, September 27, 2024 3:36 PM
To: Patricia Perez
Subject: FW: GCW Certificate of Insurance - Laredo
Attachments: 24-25 COI - Laredo.pdf

Good afternoon Pati,

COI provided Go Car Wash Management Corp. has been reviewed and verified for compliance with the City of Laredo's minimum insurance requirements.

Thank you,

Celia Guerrero
City of Laredo
HR/Risk Management 2nd Floor
1102 Bob Bullock Loop
Laredo, Texas 78043
Office: (956)727-6480
Fax: (956)727-6485
Email: cguerrero@ci.laredo.tx.us

From: Patricia Perez <pperez@ci.laredo.tx.us>
Sent: Friday, September 27, 2024 3:33 PM
To: Celia I. Guerrero <cguerrero@ci.laredo.tx.us>
Subject: FW: GCW Certificate of Insurance - Laredo

Hi Celia,

Can you please review COI. Vendor is under contract.

Dept: Fleet
Amount: $45,000.00
Scope: Exterior Car Wash Services

Thank You,

Patricia Perez
City of Laredo
Purchasing Division
5512 Thomas Ave.
Laredo, TX 78041
Phone#: (956)794-1737
Fax#: (956)790-1805

From: Ronald W. Miller <rmiller@ci.laredo.tx.us>
Sent: Friday, September 27, 2024 3:19 PM

EXHIBIT C

Terms & Conditions

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. The Bidder shall print or type the business name and manually sign the schedule.

(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.

(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, Laredo, Texas 78040.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract.

A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

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

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave., Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) *ANNUAL SUPPLY/SERVICE CONTRACTS*: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

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

12.0 ENTIRE AGREEMENT

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

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

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solutions:

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.

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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(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. The Bidder shall print or type the business name and manually sign the schedule.

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(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.

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City of Laredo - Purchasing Agent
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Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

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1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
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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.

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(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 ENTIRE AGREEMENT

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

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

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solutions:

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.

Council Communication

24-1747

9.16.24

SUBJECT
Consideration to renew annual service contract FY23-021 to provide car wash services with the following vendors:

1. (Section I: Full Service Car Wash) – Power Car Wash and Detail, Laredo, Texas in an amount of up to $35,000.00 (Primary Vendor);

2. (Section II: Exterior Car Wash Services) – Go Car Wash, Laredo, Texas in an amount of up to $45,000.00 (Primary Vendor);

3. (Section II: Exterior Car Wash Services) – Power Car Wash and Detail, Laredo, Texas in an amount of up to $20,000.00 (Secondary Vendor);

4. (Section II: Exterior Car Wash Services) – Aqua Express Auto Wash, Laredo, Texas in an amount of up to $10,000.00 (Secondary Vendor).

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. This contract can be renewed one additional one year extension period, upon mutual agreement of the parties. There was no price increase during the last extension period. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION
Approved a one-year contract on 1/16/24.

BACKGROUND
This contract establishes pricing for the purchase of car was 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. There was no price increase during the last extension period. This is the second of three extension periods. This contract shall be the responsibility of an administered by the vendor and the City of Laredo Fleet Department.

A complete pricing table is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes.

FY23-021 Pricing Table

	Power Car Wash & Detail	
Section I: Full Service Car Wash	Unit Cost/Per Vehicle	Primary Vendor
Passenger Vehicle	$12.50	
Truck/Passenger Van	$12.50	
1-1 1/2 Ton Trucks W/Booms, & Racks	$25.00	
Sedans - Ton Trucks	$25.00	
	Go Car Wash	
Section II: Exterior Car Wash Services	Unit Cost/Per Vehicle	Primary Vendor
Passenger Vehicle Car	$7.00	
Truck/Passenger Van	$7.00	
	Power Car Wash & Detail	
	Unit Cost/Per Vehicle	Secondary Vendor
Passenger Vehicle Car	$9.00	
Truck/Passenger Van	$9.00	
	Aqua Express Auto Wash	
	Unit Cost/Per Vehicle	Secondary Vendor
Passenger Vehicle Car	$15.00	
Truck/Passenger Van	$15.00	

City of Laredo

City Council

Meeting Date: 3/17/2025 **Consent Agenda 19.**

SUBJECT
Consideration to renew annual parts/service contract FY22-048 with Laredo Mechanical Industrial Services, Laredo, Texas, in an amount up to $220,000.00 for the purchase of Original Equipment Manufacturer (OEM) generator parts and services for the City's stationary and portable generators. There was no price increase during the last extension period. 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. 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 one-year contract on 4/2/24.

BACKGROUND
This contract establishes an hourly service rate and a discount rate for parts for the City's stationary and portable generators. There was no price increase during the last extension period. This is the last extension period for this contract. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Current Pricing:

Stationary & Portable Generator Services	Hourly Rate
Standard Shop Labor Rate	$ 70.00
Field Labor Rate	$ 70.00
Diagnostic Shop Labor Rate	$ 70.00
Percent of Discount Offered	0%
Parts delivered in working days	2

A complete tabulation is attached.

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:	Fleet Management Fund.
Account #:	593-2810-533-2078.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities and 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		Loftin Equipment Co.	
					Total Price	$280.00	Total Price	$464.00
Line #	Description	QTY	UOM	Estimated	Unit	Extended	Unit	Extended
1	Section IVA: Stationary and Portable Generator Repair OEM Parts (Standard generator repairs for portable generators and medium to large stationary generators) (Electrical, hydraulic, standard maintenance repairs)(Generator brands Generac, Onan, Cummins, Caterpillar, Honda, etc.)	1	PKG		$0.00	$0.00	$0.00	$0.00
1.1	Percent of Discount Offered	1	EA		0.0%		15.0%	
1.2	Parts will be delivered in working days after receipt of order.	1	Days		2 Days		30 Days	
2	Section IVB: Stationary and Portable Generator Repair ServicesLabor Rate (Standard generator repairs for portable generators and medium to large stationary generators) (Electrical, hydraulic, standard maintenance repairs)(Generator brands Generac, Onan, Cummins, Caterpillar, Honda, etc.)	1	PKG		**$280.00**	$280.00	$464.00	$464.00
2.1	Standard Shop Labor Rate	1	Hourly Labo		**$70.00**		$116.00	
2.2	Field Labor Rate	1	Hourly Labo		**$70.00**		$116.00	
2.3	Diagnostic Shop Labor Rate	1	Hourly Labo		**$70.00**		$116.00	
2.4	Diagnostic Field Labor Rate	1	Hourly Labo		**$70.00**		$116.00	

City of Laredo
Purchasing Division
RENEWAL NOTICE

February 18, 2025

Mr. Juan Gomez
Laredo Mechanical Industrial Services, Inc.
121 Ranch Road 6086 C
Laredo, Texas 78043

Re: Stationary & Portable Generator Parts/Services
Contract FY22-048
Extension III

Dear Mr. Gomez,

This is to inform you that the contract FY22-048 for the supply of OEM generator parts and services for the City's stationary and portable generators for the Fleet Department which was approved by council on April 19, 2022 is up for renewal. Your company is the primary vendor for this contract. This is last extension period for this contract.

Current Contract Pricing:

Description	Hourly Rate
Stationary & Portable Generator Services	
Standard Shop Labor Rate	$ 70.00 Per Hour
Field Labor Rate	$ 70.00 Per Hour
Diagnostic Shop Labor Rate	$ 70.00 Per Hour
Percent of Discount Offered	0%

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

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Laredo Mechanical Industrial Services

Request a contract extension: ✓ Not request a contract extension: ____

Authorized Signature: ____

Print Name: Juan E. Gonzalez

Date: 2/20/2025

City of Laredo
Purchasing Division
RENEWAL NOTICE

February 18, 2025

Mr. Juan Gomez
Laredo Mechanical Industrial Services, Inc.
121 Ranch Road 6086 C
Laredo, Texas 78043

Re: Stationary & Portable Generator Parts/Services
Contract FY22-048
Extension III

Dear Mr. Gomez,

This is to inform you that the contract FY22-048 for the supply of OEM generator parts and services for the City's stationary and portable generators for the Fleet Department which was approved by council on April 19, 2022 is up for renewal. Your company is the primary vendor for this contract. This is last extension period for this contract.

Current Contract Pricing:

Description	Hourly Rate
Stationary & Portable Generator Services	
Standard Shop Labor Rate	$ 70.00 Per Hour
Field Labor Rate	$ 70.00 Per Hour
Diagnostic Shop Labor Rate	$ 70.00 Per Hour
Percent of Discount Offered	0%

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

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Laredo Mechanical Industrial Services

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: _____

Date: _____

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

City of Laredo
Purchasing Division
LETTER OF AWARD

April 3, 2024

Mr. Juan Gomez
Laredo Mechanical Industrial Services, Inc.
121 Ranch Road 6086 C
Laredo, Texas 78043

Re: Stationary & Portable Generator Parts/Services
Contract FY22-048
Extension II

Dear Mr. Gomez,

This is to inform you that the contract renewal FY22-048 for the supply of OEM generator parts and services for the City's stationary and portable generators for the Fleet Department was approved by council on April 2, 2024. This is the second of three extension periods. Your company is the primary vendor for this contract.

Current Contract Pricing:

Description	
Stationary & Portable Generator Services	Hourly Rate
Standard Shop Labor Rate	$ 70.00 Per Hour
Field Labor Rate	$ 70.00 Per Hour
Diagnostic Shop Labor Rate	$ 70.00 Per Hour
Percent of Discount Offered	0%

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

24-0601

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

Legislation Text

File #: 24-0601, **Version:** 1

SUBJECT
Consideration to renew annual parts/service contract FY22-048 with Laredo Mechanical Industrial Services, Laredo, Texas, in an amount up to $220,000.00 for the purchase of Original Equipment Manufacturer (OEM) generator parts and services for the City's stationary and portable generators. There was no price increase during the last extension period. 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. This contract may be extended for one additional one-year period upon mutual agreement. All services will be secured on an as needed basis. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION
Approved a one-year contract on 4/17/23.

BACKGROUND
This contract establishes an hourly service rate and a discount rate for parts for the City's stationary and portable generators. There was no price increase during the last extension period. This is the second of three extension periods. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Current Pricing:

Stationary & Portable Generator Services	Hourly Rate
Standard Shop Labor Rate	$ 70.00
Field Labor Rate	$ 70.00
Diagnostic Shop Labor Rate	$ 70.00
Percent of Discount Offered	0%
Parts delivered in working days	2

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this contract be renewed.

Fiscal Impact

City of Laredo
Purchasing Division
RENEWAL NOTICE

March 7, 2024

Mr. Juan Gomez
Laredo Mechanical Industrial Services, Inc.
121 Ranch Road 6086 C
Laredo, Texas 78043

Re: Stationary & Portable Generator Parts/Services
Contract FY22-048
Extension II

Dear Mr. Gomez,

This is to inform you that the contract FY22-048 for the supply of OEM generator parts and services for the City's stationary and portable generators for the Fleet Department which was approved by council on April 19, 2022 is up for renewal. Your company is the primary vendor for this contract. This is second of three extension periods.

Current Contract Pricing:

Description	Hourly Rate
Stationary & Portable Generator Services	
Standard Shop Labor Rate	$ 70.00 Per Hour
Field Labor Rate	$ 70.00 Per Hour
Diagnostic Shop Labor Rate	$ 70.00 Per Hour
Percent of Discount Offered	0%

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

Sincerely,

Enrique Aldape III
Interim Purchasing Agent

Xc: Purchasing File

Laredo Mechanical Industrial Services

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: JUAN ENRIQUE GONZALEZ

Date: 3/7/2024

City of Laredo
Purchasing Division
LETTER OF AWARD

April 18, 2023

Mr. Juan Gomez
Laredo Mechanical Industrial Services, Inc.
121 Ranch Road 6086 C
Laredo, Texas 78043

Re: Stationary & Portable Generator Parts/Services
Contract FY22-048
Extension I

Dear Mr. Gomez,

This is to inform you that the contract renewal FY22-048 for the supply of OEM generator parts and services for the City's stationary and portable generators for the Fleet Department was approved by council on April 17, 2023. This is the first of three extension periods. Your company is the primary vendor for this contract.

Current Contract Pricing:

Description	
Stationary & Portable Generator Services	Hourly Rate
Standard Shop Labor Rate	$ 70.00 Per Hour
Field Labor Rate	$ 70.00 Per Hour
Diagnostic Shop Labor Rate	$ 70.00 Per Hour
Percent of Discount Offered	0%

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

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 04/17/2023
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Ronald W. Miller, Fleet Department Director; Jose F. Castillo, Interim Finance Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew annual parts/service contract FY22-048 with Laredo Mechanical Industrial Services, Laredo, Texas, in an amount up to $220,000.00 for the purchase of Original Equipment Manufacturer (OEM) generator parts and services for the City's stationary and portable generators. Loftin Equipment, Universal City, Texas, has decided not to renew their portion of this contract. There was no price increase during the last extension period. 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. This contract may be extended for two additional one year periods upon mutual agreement. All services will be secured on an as needed basis. Funding is available in the Fleet Maintenance Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one-year contract on 4/19/22.

BACKGROUND

This contract establishes an hourly service rate and a discount rate for parts for the City's stationary and portable generators. There was no price increase during the last extension period. This is the first of three extension periods. Loftin Equipment, Universal City, TX, has decided not to renew their portion of this contract.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than 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. The City reserves the right to renew or re-bid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Pricing Summary:

Description	Laredo Mechanical Industrial Services
Stationary & Portable Generator Services	Established Rates
Standard Shop Labor Rate	$70.00
Field Labor Rate	$70.00
Diagnostic Shop Labor Rate	$70.00
Diagnostic Shop Labor Rate	$70.00
Percent of Discount Offered	0%
Parts delivered in working days	2

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Yes
Source of Funds:	Fleet Maintenance Fund
Account #:	59328105332078
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

The purpose of this contract is to establish prices for the commodities and services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Bid Tab FY22-048

Contract FY22-048

City of Laredo
Purchasing Division
RENEWAL NOTICE

March 30, 2023

Mr. Juan Gomez
Laredo Mechanical Industrial Services, Inc.
121 Ranch Road 6086 C
Laredo, Texas 78043

Re: Stationary & Portable Generator Parts/Services
Contract FY22-048
Extension I

Dear Mr. Gomez,

This is to inform you that the contract FY22-048 for the supply of OEM generator parts and services for the City's stationary and portable generators for the Fleet Department which was approved by council on April 19, 2022 is up for renewal. Your company is the primary vendor for this contract. This is first of three extension periods.

Current Contract Pricing:

Description	Hourly Rate
Stationary & Portable Generator Services	
Standard Shop Labor Rate	$ 70.00 Per Hour
Field Labor Rate	$ 70.00 Per Hour
Diagnostic Shop Labor Rate	$ 70.00 Per Hour
Percent of Discount Offered	0%

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

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Laredo Mechanical Industrial Services

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: JUAN ENRIQUE GONZALEZ

Date: 4/3/2023

City of Laredo – Purchasing Division, 5112 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805

City of Laredo
Purchasing Division
LETTER OF AWARD

April 20, 2022

Mr. Juan Gomez
Laredo Mechanical Industrial Services, Inc.
121 Ranch Road 6086 C
Laredo, Texas 78043

Re: Stationary & Portable Generator Parts/Services
Contract FY22-048
Approved by City Council 19, 2022

Dear Mr. Gomez,

This is to inform you that the contract FY22-048 for the supply of OEM generator parts and services for the City's stationary and portable generators for the Fleet Department was approved by council on April 19, 2022. This contract has three extension periods. Your company will be the primary vendor for this contract.

Current Contract Pricing:

Description	Hourly Rate
Stationary & Portable Generator Services	
Standard Shop Labor Rate	$ 70.00 Per Hour
Field Labor Rate	$ 70.00 Per Hour
Diagnostic Shop Labor Rate	$ 70.00 Per Hour
Percent of Discount Offered	0%

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a copy to mpescador@ci.laredo.tx.us If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division
LETTER OF AWARD

April 20, 2022

Ms. Amanda Durand
Loftin Equipment Co.
1241 Universal City Boulevard
Universal City, Texas 78148

Re: Stationary & Portable Generator Parts/Services
Contract FY22-048
Approved by City Council 19, 2022

Dear Ms. Durand,

This is to inform you that the contract FY22-048 for the supply of OEM generator parts and services for the City's stationary and portable generators for the Fleet Department was approved by council on April 19, 2022. This contract has three extension periods. Your company will be the secondary vendor for this contract.

Current Contract Pricing:

Description	Hourly Rate
Stationary & Portable Generator Services	
Standard Shop Labor Rate	$ 116.00 Per Hour
Field Labor Rate	$ 116.00 Per Hour
Diagnostic Shop Labor Rate	$ 116.00 Per Hour
Percent of Discount Offered	15%

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a copy to mpescador@ci.laredo.tx.us If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 04/19/2022
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Ronald W. Miller, Fleet Department Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award annual parts/service contract FY22-048 to the following vendors:

1) Laredo Mechanical Industrial Services, Laredo, TX, in an amount up to $220,000.00 (Primary Vendor);

2) Loftin Equipment, Universal City, TX, in an amount up to $80,000.00 (Secondary Vendor);

for the purchase of Original Equipment Manufacturer (OEM) generator parts and services for the City's stationary and portable generators. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract may be extended for three (3) additional one (1) year periods upon mutual agreement. All services will be secured on an as needed basis. Funding is available in the Fleet Maintenance Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received two (2) bid through Cit-E-Bid for awarding an annual service contract for the purchase of original equipment manufacturer (OEM) generator parts and services for the City's stationary and portable generators. This contract establishes an hourly service rate and a discount rate for parts. Staff has reviewed the bids received and is recommending that this contract be awarded to Laredo Mechanical Industrial Services as a Primary Vendor and Loftin Equipment as a Secondary Vendor.

The term of this contract shall be for a period of one (1) year beginning as of the date

of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. 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. The City reserves the right to renew or re-bid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

In determining the ***best value*** for the City of Laredo the following factors were considered by the Fleet Department, in accordance with corresponding points, in the evaluating bids:

	Max Points
Contractor's Profile & Qualifications	20
Support Letter	5
The bidder's past relationship with the City of Laredo Prior Contracts	25
Pricing & Discount	50
Total	100

Scoring Summary:

Vendor	Evaluation Scores	Awarded Amount	Notes
Laredo Mechanical	94.5	$ 220,000.00	Primary Vendor
Loftin Equipment	84.5	$ 80,000.00	Secondary Vendor

Pricing Summary:

Description	Laredo Mechanical Industrial Services	Loftin Equipment Company
Stationary & Portable Generator Services	Established Rates	Established Rates
Standard Shop Labor Rate	$ 70.00	$ 116.00

Field Labor Rate	$ 70.00	$ 116.00
Diagnostic Shop Labor Rate	$ 70.00	$ 116.00
Diagnostic Shop Labor Rate	$ 70.00	$ 116.00
Percent of Discount Offered	0%	15%
Parts delivered in working days	2	30

A complete bid tabulation is attached along with the evaluation score.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be awarded.

Fiscal Impact

Fiscal Year: 2022

Bugeted Y/N?: Yes

Source of Funds: Fleet Maintenance Fund

Account #: 59328105332078

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

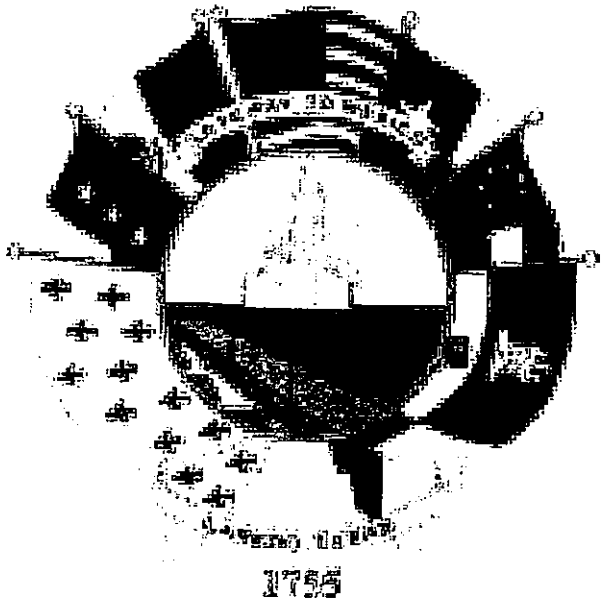
The purpose of this contract is to establish prices for the commodities and services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Bid Tab FY22-048

FY22-048 Contract

FY22-048 Best Value Scores



1755

FY22-048 Addendum 1
Laredo Mechanical Industrial Services, Inc.
Supplier Response

Event Information

Number:	FY22-048 Addendum 1
Title:	FY22-048 Stationary & Portable Generator Parts/Services – Fleet Department
Type:	Request For Bid
Issue Date:	3/9/2022
Deadline:	3/30/2022 05:00 PM (CT)
Notes:	MANUAL BID DROP-OFF PROCEDURES

NOTE: Manual Bids will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

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

the following:

•Name of Bid

•Name or Company submitting Bid

•Address of Company submitting Bid

1.Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.

2.If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

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

City Secretary's Office

Contact Information

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

Laredo Mechanical Industrial Services, Inc. Information

Address: 7305 San Dario Ave
#307
Laredo, TX 78045
Phone: (956) 568-5354
Email: laredomechanical@yahoo.com

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

Martha A Navarro for Laredo Mechanical Ind. Ser
Signature

laredomechanical@yahoo.com
Email

Submitted at 3/31/2022 10:24:06 AM

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business)** *No response*
3	**Print Name of person authorized to sign bid** *No response*
4	**Title** *No response*
5	**Business Address** *No response*
6	**City, State, Zip Code** *No response*
7	**Telephone Number** *No response*
8	**Federal Tax ID Number** *No response*
9	**Bidders Principal/Corporate Place of Business Address** *No response*

10	**Indicated Status of Business** Corporation
11	**If other state business status** *No response*
12	**State how long under its present bsuiness name** *No response*
13	**If applicable, list all other names under which the Business identified above operated in the last five years** *No response*
14	**Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo?** No
15	**Question #1** Has the business, or any officer or partner thereof, failed to complete a contract? No
16	**Question 2** Is any litigation pending against the Business? No
17	**Question #3** Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? No
18	**Question #4** If yes to question 3, offeror needs to explain the expected impact both in organizational and directional terms. *No response*
19	**Question #5** Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? No
20	**Question #6** Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? No
21	**Question #7** Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? No

22	**Question #8** 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? No
23	**Question #9** Is the Business in arrears in any contract or debt? No
24	**Question #10** Has the Business been a defaulter, as a principal, surety, or otherwise? No
25	**Question #11** Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? No
26	**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.
27	**Historically Underutilized Business (HUB)** No
28	**Small Disadvantaged Business Enterprise (SDBC)** No
29	**Disadvantaged Business Enterprise (DBE)** No
30	**Other: Please specify** *No response*
31	**This company is not a certified minority business** ☐ *This company is not a certified minority business (This company is not a certified minority business)*
32	**Contact Person Email Address** *No response*

33 **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.

34 **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.

35 **Question 1. 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**

If you attest there is no conflict of interest, please skip sections 2-8.

☐ *I attest there is no coflict of interest (I attest there is no coflict of interest)*

36 **Question 2. Name of person who has a business relationship with local governmental entity**

No response

37 **Question 3. 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.)

☐ *I am filing an update (I am filing an update)*

38 **Question 4. Name of local government officer(s) with whom filer has employment or business relationship.**

This section (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.

No response

39 **Question 5. Sub-Part A**

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?

No response

40 **Question 6. Sub-Part B**

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?

No response

41 **Question 7. Sub-Part C**

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?

No response

42 **Question 8. Sub-Part D**

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

No response

43 **Disclosure Form**

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

44 **This is a**

No response

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

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

No response

46 **Question 2. Contract Information**

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

No response

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

No response

48 **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

49 **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

50 **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

51 **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

52 **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.

53 **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

54 **Question 9. Updates Required**

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

☐ *I have read and understand this section (I have read and understand this section)*

55 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☐ *I have read and understand this section (I have read and understand this section)*

56 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☐ *I have acknowledge that I have been advised (I have acknowledge that I have been advised)*

57 **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

58 **Question 12. Oath**

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

☐ *I swear or affirm information is correct (I swear or affirm information is correct)*

59 **Company Information Questionnaire**

☐ *I have completed this section (I have completed this section)*

60 **Conflict of Interest Questionnaire**

☐ *I have completed this section (I have completed this section)*

61 **Non-Collusive Affidavit**

☐ *I have completed and included this form (I have completed and included this form)*

62 **Discretionary Contracts Disclosure**

☐ *I have completed this section (I have completed this section)*

63 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☐ *I will comply with this form (I will comply with this form)*

64 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:
(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City

shall not be cause to alter the original contract or for a vendor to requests additional compensation.
(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:
(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.
2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.
3.0 SUBMISSION OF BIDS
(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system.
(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.**
(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.
4.0 REJECTION OF BIDS The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.
5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.
6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.
7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor

submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

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

10.0 AWARD OF CONTRACT (a) This contract will be awarded based on **Best Value** and the criteria listed in this bid and in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary and one secondary vendor for this contract.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must

remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

☐ *I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)*

65 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

66 Overview of Company as per 20.0

Section I: Overview of Company (upload 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.

☐ *Yes (Yes)*

67 Support Letter as per 21.0

Section II: Support Letter (upload onto Cit-E-Bid)- The prospective contractor must provide a supplier letterhead documenting the support for set volumes and signed by a responsible supplier agent stating that support has been granted, if awarded, for this contract.

☐ *Yes (Yes)*

68 Bidder's Past Relationship with the City of Laredo as per 22.0

Section III: The bidder's past relationship with the City of Laredo (upload onto Cit-E-Bid) – Prior Contracts.

☐ *Yes (Yes)*

69 Addendum

Addendum Requires Acknowledgement of FY22-048 Attachment A Generator List

☐ *Acknowledge (Acknowledge)*

Bid Lines

1 Package Header

Section IVA: Stationary and Portable Generator Repair **OEM Parts**

(Standard generator repairs for portable generators and medium to large stationary generators) (Electrical, hydraulic, standard maintenance repairs)(Generator brands Generac, Onan, Cummins, Caterpillar, Honda, etc.)

Quantity: 1 UOM: PKG Total: No response

Manufacturer:

Item Notes:

Package Items

1.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: No response

1.2 Parts will be delivered in working days after receipt of order.

Quantity: 1 UOM: Days Total: No response

2 Package Header

Section IVB: Stationary and Portable Generator Repair Services **Labor Rate**

(Standard generator repairs for portable generators and medium to large stationary generators) (Electrical, hydraulic, standard maintenance repairs)(Generator brands Generac, Onan, Cummins, Caterpillar, Honda, etc.)

Quantity: 1 UOM: PKG Total: No response

Manufacturer:

Item Notes:

Package Items

2.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: No response Total: No response

2.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: No response Total: No response

2.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: No response Total: No response

2.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: No response Total: No response

Response Total: 0

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

STATIONARY AND PORTABLE GENERATOR PARTS/SERVICES
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts for the supply of OEM generator parts and services for the City's stationary and portable generators 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 bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on March 30, 2022; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on March 31, 2022.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Stationary & Portable Generator Parts/Services – Fleet Department
FY22-048

Bids 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 bids, and to waive any minor irregularities.

MANUAL BID DROP-OFF PROCEDURES

NOTE: Manual Bids will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the bid is in a sealed envelope marked with the following:
   - Name of Bid
   - Name of Company submitting Bid
   - Address of Company submitting Bid
2. Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.
3. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

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

City Secretary's Office

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Bid and other contract provisions for awarding annual contracts for the supply of OEM generator parts and services for the City's stationary and portable generators 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.ci.laredo.tx.us or through https://cityoflaredo.jonwave.net/Login.aspx. Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on March 30, 2022, and all bids received will be opened and publicly read at 10:00 AM at the Office of the City Secretary on March 31, 2022.**

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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 bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 8th DAY OF MARCH 2022.

For: Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:
(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:
(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

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

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

4.0 REJECTION OF BIDS The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the

City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded based on Best Value and the criteria listed in this bid and in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one **primary and one secondary vendor for this contract.**

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and P.O. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly,

Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St.
Laredo, TX 78040.

12.0 **INSURANCE REQUIREMENTS**

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

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

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

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

(d) 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.

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 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.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

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 Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

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

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 **DISQUALIFICATION & DEBARMENT CERTIFICATION**

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

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

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

Formal Invitation for Bids
Stationary & Portable Generator Parts/Services
Fleet Department

15.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the purchase of OEM parts and services for stationary and portable generators 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

15.1 All questions for this bid shall be submitted through Cit-E-Bid or by email no later than, March 15, 2022 at 2:00 PM to: Email: ealdape@ci.laredo.tx.us

15.2 For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Ron Miller	(956) 727-6455	rmiller@ci.laredo.tx.us

16.0 General Requirements

16.1 The bidder shall quote prices F.O.B. destination, City of Laredo – Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

16.2 Pick up & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

16.3 Bids will be awarded to multiple bidders meeting the city's requirements.

16.4 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.

16.5 Bids not submitted on these forms will not be considered.

16.6 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.

16.7 An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before making any delivery.

16.8 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices, labor rate (hourly rate), and mileage rate (if applicable) or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.

16.9 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).

16.10 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.

16.11 Vendors must be factory authorized dealers capable of providing OEM replacement parts and services for the City's vehicle fleet. All parts used in complying with this contract must be equal to or better than the original part.

16.12 Bids for parts exceeding the suggested OEM retail price will be rejected.

16.13 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180 day period.

17.0 Specifications
Teardown and Quotation form, Attachment "A", as described herein must be provided as required prior to any work being accomplished and must be completed by contractor for each service action.

17.1 Charges for overhaul or rebuild of components will not exceed 65% of acquisition cost for a new like item.

17.2 Any outside labor will require pre-approval from Fleet Maintenance representative prior to work performed.

17.3 A written Delivery Order must be issued prior to any work being performed.

17.4 All work must be performed by skilled workers adequately trained for the vehicles and equipment being serviced.

17.5 City of Laredo vehicles must be serviced and repaired within the performance time offered by contractor and accepted by the City.

17.6 Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award.

17.7 A minimum ninety (90) day warranty against materials and workmanship is required for all services.

17.8 All parts replaced must be returned to the City upon request unless submitted as cores for rebuilt items.

17.9 Outside parts and equipment will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.

17.10 Parts/Equipment furnished by contractor will be billed at the discount noted in the Schedule of Items. The price list must be the most current at the time repairs are complete.

17.11 Invoices:

17.11.1 Must be legible and reference a valid purchase order number.

17.11.2 Must be approved by an appropriate City of Laredo Fleet department representative.

17.11.3 Must list labor hours as applicable for all work billed.

17.11.4 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.

17.12 City of Laredo personnel may deliver and pickup vehicles and equipment from Contractor's facility.

17.13 All part, equipment and supplies must be new and best available unless authorized in advance by the Fleet Maintenance representative. Teardown quote (Attachment "A") must specify if parts or equipment quoted is rebuilt and if core charges apply. Teardown quote for individual equipment repairs must be complete and thorough prior to commencement of work/repairs. No subsequent claim of discovery that some other item, part, or effort to complete the repair will be considered.

17.14 A maximum of five (5) days for teardown quotes and twenty-five (25) calendar days for any repairs authorized by the issuance of a signed Teardown Quote. Urgent services will occasionally be required. If a contractor is unable to comply with our service requirement, City of Laredo may contact another contractor to provide a teardown quote and services.

17.15 Contractor must submit certified receipts of any outside parts and equipment obtained to perform service. Contractor must certify invoice to be complete, true, and is without any up-charge, discount, or subsequent rebate of any kind to the Contractor, except as noted on the invoice or ticket from outside source.

17.16 The manufacturer names, trade names, brand names and products numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City of Laredo.

17.17 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract are to be included in the bid price.

18.0 Evaluation Criteria

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFB. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFB. 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.

18.1 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 bids. Revisions to bids may be permitted after submission and before award for the purpose of obtaining best and final offers.

In determining the ***best value*** for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the bids:

The following factors shall be considered in accordance with the corresponding weights, in evaluating the bids:

Sections	Criteria	Max Points
I	Contractor's Profile & Qualifications (20.0)	20
II	Support Letter (21.0) **(upload onto Cit-E-Bid)**	5
III	The bidder's past relationship with the City of Laredo – Prior Contracts (22.0) **(upload onto Cit-E-Bid)**	25
IV	Pricing & Discount (29.0) **(upload onto Cit-E-Bid)**	50
	Total	100

Rating of Definitions for % point Method

%	**Rating**	**Definition**
0	Unsatisfactory	Does not satisfy criteria in specifications.
10	Very Poor to Unsatisfactory	
20	Very Poor	Meets elements of some criteria minimally.
30	Poor to Very Poor	
40	Poor	Meets some criteria at minimum acceptable level.
50	Average to Poor	
60	Average	Adequately meets most criteria.
70	Good to Average	
80	Good	Exceeds minimum criteria.
90	Very Good	Provides benefits to the entity in addition to all required criteria.
100	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

Evaluation Form (Example)

Sections	Criteria	Max Points	Weighted %	Points x Weight
I	Contractor's Profile & Qualifications (20.0)	20	70%	14.00
II	Support Letter (21.0)	5	80%	4.00
III	The bidder's past relationship with the City of Laredo – Prior Contracts (22.0)	25	90%	22.50
IV	Pricing & Discount (29.0)	50	100%	50.00
			Total Score	**90.50**

19.0 Required Submittals

The City of Laredo will be utilizing best value evaluation criteria to select the contract vendor (s). You are asked to respond to the following questions and provide concise responses to these questions. Do include boilerplate marketing brochures or informational documents with your responses. **Documentation can be uploaded on to Cit-E-Bid.**

20.0 **Section I: Overview of Company (upload 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.

20.1 Provide an overview of your company (years in service, number of employees, etc.).
LAREDO MECHANICAL IND. SERVS., INC WAS ESTABLISHED 15 YEARS AGO IN LAREDO, TX TO PROVIDE SERVICES TO THE COMMUNITY, OWNERS HAVE A VAST EXPERIENCE ON THIS INDUSTRY AND ARE COMMITTED TO PROVIDE QUALITY SERVICES. OUR COMPANY HAS A PROFESSIONAL SUPPORT TEAM AND SUPPLIERS THAT HELP US TO COMPLY WITH OUR ASSIGMENTS ON A TIMELY AND QUALITY MANNER. DURING THESE YEARS, WE GAIN CUSTOMERS IN DIFFERENT INDUSTRIES LIKE MAQUILA, TRANSPORTATION AND CONSTRUCTION COMPANIES, AND ALSO WE HAD WORK WITH PRIVATE AND GOVERMENT AGENCIES WE PROVIDE SERVICES THAT INCLUDES REPAIR HYDRAULIC CYLINDERS, WATER PUMPS, GENERATORS, AIR COMPRESSORS BLOWERS AND INSTALL AND REPAIR INDUSTRIAL PARTS.
SINCE 2013 WE HAD BEEN AWARDED WITH SEVERAL CITY OF LAREDO CONTRACTS FROM FLEET AND UTILITIES DEPTS.

20.2 List of specialized equipment which will be used to comply with this contract obligation.
AMPROBE METERS
MULTIMETER METER
FUEL TESTER METER
TEMPERATURE METER
RPM METER
HAND TOOLS

21.0 **Section II: Support Letter (upload onto Cit-E-Bid)**- The prospective contractor must provide a supplier letterhead documenting the support for set volumes and signed by a responsible supplier agent stating that support has been granted, if awarded, for this contract.

GENERATOR	NAME OF SUPPLIER	ADDRESS	CITY	PHONE	CONTACT
CUMMINS	SO-TEX ENGINE & GENERATOR	4893 FM 1516 N	CONVERSE, TX	(210) 661-8193	RICK GREEN
CUMMINS	CUMMINS SOUTHERN PLAINS, LLC	226 N. INTERSTATE 35	SAN ANTONIO, TX	(210) 961-4683	PHILIC C.
GENERAC	WPI-WAUKESHA PEARCE IND.	5934 N. EXPRESSWAY	EDINBURG, TX	(956) 386-0107	JIMMIE S.
KOHLER	GENERATOR POWER SYSTEMS, LLC	21555 RHODES RD	SPRING, TX	(210) 350-8222	YVONNE
PERKINS	KOENNING	1050 S E. LOOP 410	SAN ANTONIO TX	(210) 648-4600	MICHEAL E
TAYLOR	TAYLOR SUDDEN SERVICE	120 HERMAN SONS RD	COMFORT, TX	(830) 995-3465	ROBERT T

22.0 Section III: The bidder's past relationship with the City of Laredo (upload onto Cit-E-Bid) – Prior Contracts.

Prior Contracts: FY21-022 STATIONARY & PORTABLE GENERATORS FLEET BEGINS 10/2021
FY14-016 HYDRAULIC CYLINDER REPAIR FLEET BEGINS 11/06/2014 5 EXT ENDS 11/2020

FY14-042	WATER PUMP REPAIRS	UTILITIES	5 EXT. ENDS 1/22/2020
FY14-046	MCNEILUS SIDE LOADERS	FLEET	BEGINS 02/2014
FY16-054	AUTOMATED SIDE & REAR LOADER OEM PARTS &SERVICE	FLEET	BEGINS 07/18/2016 3 EXTENSIONS
FY17-003	HYDRAULIC CYLINDER REPAIR	FLEET	BEGINS 11/21/2016 3 EXTENSION ENDS 11/18/2020
FY17-034	AUTOMATED SIDE & REAR LOADER OEM PARTS &SERVICE	FLEET	BEGINS 05/04/2017 4 EXTENSIONS
FY19-053	AUTOMATED SIDE & REAR LOADER SERVICE	FLEET	BEGINS 05/04/2019 4 EXTENSIONS
FY20-025	WATER PUMP REPAIRS	UTILITIES	BEGINS 4/6/2020
FY21-001	AUTOMATED SIDE & REAR LOADER OEM PARTS &SERVICE	FLEET	BEGINS 11/02/2020 3 EXTENSIONS

FY21-038 TRAILER REPAIR FOR SMALL AND MEDIUM SIZE TRAILERS FLEET
FY21-009 HYDRAULIC CYLINDER REPAIR/REPLACEMENT FLEET BEGINS 11/21/2018 4 EXTENSIONS

23.0 **Term of Contract**
The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

23.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

24.0 **Award of Contract**
Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded based on **Best Value** and the criteria listed in this bid and in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. **There will be one primary and one secondary vendor for this contract.**

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

24.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.
Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

25.0 **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 competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us

26.0 **Delivery**

Delivery of materials is to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative supplier, material will be contracted supplier.

Delivery time for all items ordered under the terms and conditions of this contract are 1-2 WORKING DAYS working days from date of order.

Bidder's business hours: From: 9:00 a.m. to 5:00 p.m.

Days of week: 7 DAYS OF THE WEEK

27.0 **Required Format and Contents of Bid Submission**

For a bid 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)

28.0 **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) LAREDO MECHANICAL INDUSTRIAL SERVICES, INC

Signature of person authorized to sign bid _____ Date 03/29/2022

Print Name of person authorized to sign bid JUAN ENRIQUE GONZALEZ

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 ✓ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: N/A

State how long under its present business name: SIXTEEN 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 **Price Schedule (Section IV)**

29.1 Section IVA: Stationary and Portable Generator Repair OEM Parts
(Standard generator repairs for portable generators and medium to large stationary generators) (Electrical, hydraulic, standard maintenance repairs)(Generator brands Generac, Onan, Cummins, Caterpillar, Honda, etc.)

29.1.2 OEM Parts Discount:

Percent of discount offered	0 %

Parts will be delivered within 1-2 W.D. working days after receipt of order.

29.2 Section IVB: Stationary and Portable Generator Repair Services
(Standard generator repairs for portable generators and medium to large stationary generators) (Electrical, hydraulic, standard maintenance repairs)(Generator brands Generac, Onan, Cummins, Caterpillar, Honda, etc.)

29.2.1 Labor Rates:

Labor Rate for Services	Hourly Rate
Standard Shop Labor Rate	$ 70.00
Field Labor Rate	$ 70.00
Diagnostic Shop Labor Rate	$ 70.00
Diagnostic Field Labor Rate	$ 70.00

Company Name: LAREDO MECHANICAL INDUSTRIAL SERVICES, INC

Owner/President Name: JUAN ENRIQUE GONZALEZ

Company Address: 121 RANCH RD 6086C

City, State, Zip Code: LAREDO, TX 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."

30.0 **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

CITY OF LAREDO
PURCHASING DIVISION

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

JUAN ENRIQUE GONZALEZ — Name
Signature
03/29/2022 — 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.**
N/A

2 ☒ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**
N/A
Name of Officer

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

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

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

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

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

Signature of person doing business with the governmental entity — Date

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 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_____day of _____20_____.

Notary Public

My commission expires:

_____

32.0 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 ___New Submission or ___Correction or ___Update to previous submission.**

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

First	M.I.	Last	Suffix
JUAN	E	GONZALEZ	

***2. Contract information.**

a) Contract or Project name(s): FY22-048 STATIONARY AND PORTABLE GENERATOR PARTS/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)**

Name (Print)	Signature	Name (Print)	Signature
JUAN ENRIQUE GONZALEZ			

***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 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.

☒ 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.

JUAN ENRIQUE GONZALEZ		PRESIDENT
Name (Print)	Signature	Title
LAREDO MECHANICAL INDUSTRIAL SERVICES, INC		03/29/2022
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

33.0 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

33.1 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.

33.2 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.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☒

6 AFFIDAVIT

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

***************Does Not Need to be Notarized***************

34.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on March 30, 2022; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on March 31, 2022.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

Bid: Stationary & Portable Generator Parts/Services – Fleet Department
FY22-048

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

CITY OF LAREDO
PURCHASING DIVISION

ATTACHMENT "A"
TEARDOWN AND QUOTATION

City of Laredo seeks to obtain a quote for the repair of the equipment listed below:

VENDOR NAME: LAREDO MECHANICAL INDUSTRIAL SERVICES, INC DATE: 03/29/2022

The following individual is the ONLY person authorized to communicate problems with equipment service and repair:

NAME: TBD PHONE #: _____

EQUIPMENT: TO BE DETERMINATE (TYPE OF UNIT) TBD (SERIAL NO.) TBD (UNIT/VEHICLE NO.)

DESCRIPTION OF PROBLEMS AND/OR OPERATOR/USER COMPLAINTS:
TO BE DETERMINATE

Request that you disassemble the equipment to the extent necessary in order to determine repairs needed. After investigation and analysis, prepare an itemized quote for the complete repair of equipment.

Fax quote to Fleet Maintenance at (956) 727-6450 or e-mail: mmiller@ci.laredo.tx.us

The quote should include an itemized list of parts and materials, a detail of the labor and any other applicable charges. The quote must include the following information:

INSIDE LABOR HOURS: TBD HOURS @ $ 70.00 /HOUR - TOTAL: $ TBD
PARTS FROM VENDOR FACILITY: - TOTAL: $ TBD
PARTS FROM OUTSIDE SOURCES: - TOTAL: $ TBD
SHOP CHARGE: - TOTAL: $ TBD
GRAND TOTAL: $ TBD

REASSEMBLY CHARGE IF NOT REPAIRED: - TOTAL: $ TBD

WORKED WILL BE COMPLETED WITHIN 1-2 WORKING DAYS CALENDAR DAYS AFTER A PURCHASE ORDER HAS BEEN RECEIVED.

WARRANTY (MATERIALS/LABOR): FOUR MONTHS

Do not reassemble or repair the equipment, or incur any costs or obligations to City of Laredo without prior approval. Any and all discussions concerning repairs required must be through the undersigned.

Thank you for your prompt consideration.

Acknowledged by City:

Signature: _____ Phone: _____ Date: _____

Acknowledged by Vendor:

Signature: _____ Phone: (956) 568-5354 Date: 03/29/2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/21/2021

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 CUBRIEL INSURANCE AGENCY LLC 6010 McPherson Rd Unit D2 Laredo, TX 78041	CONTACT NAME: Noe Cubriel, CIC PHONE (A/C, No, Ext): (956)568-5290 FAX (A/C, No): (955)568-5294 E-MAIL ADDRESS: noe@cubrielinsurance.com
INSURED LAREDO MECHANICAL INDUSTRI L SERVICE 4619 SAN DARIO STE# 542 LAREDO, TX 78041	INSURER(S) AFFORDING COVERAGE — NAIC # 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	957BG04614-01	8/16/2021	8/16/2022	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 HIRED AUTOS ONLY X SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	08079425-3	8/24/2021	8/24/2022	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 N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WZD H451528-01	12/15/2021	12/15/2022	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	CANCELLATION
CITY OF LAREDO 1102 BOB BULLOCK LOOP LAREDO, TEXAS 78043	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Government Payments - EZNETPAY

From: payment@eznetpay.net (payment@eznetpay.net)

To: laredomechanical@yahoo.com

Date: Friday, February 11, 2022, 02:03 PM CST

United ISD Tax Office

PAYMENT RECEIPT

Transaction Details

Payment To	United ISD Tax Office
Payment For	Property Taxes
Account Number	80112011117
Name	Laredo Mechanical Industrial Servs, Inc
Payment Date	02/11/2022
Payment Time	02:03:28 PM, CST
Payment Type	Electronic Check
	INTER NATL BK OF MCALLEN - xxxxx0253
Reference #	9210063073
Transaction ID:	21942009
Payment Amount	**$1267.95**
Service Fee	**$10.00**
Total Amount	**$1277.95**

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.

Government Payments - EZNETPAY

From: payment@eznetpay.net (payment@eznetpay.net)

To: laredomechanical@yahoo.com

Date: Friday, February 11, 2022, 01:57 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 E GONZALEZ
Payment Date	02/11/2022
Payment Time	01:57:21 PM, CST
Payment Type	Payment Card
	MasterCard - xxxxx156
Reference Number	9270083519
Transaction ID:	k2p44eam
Payment Amount	**$785.28**
Service Fee	**$23.55**
Total Amount	**$808.83**

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.

1. Payment 2. Charges 3. Review 4. Receipt

Payment Receipt

Thank you for your payment.

Transaction Results:

Transaction Status

Success

Auth Code

000022

Reference Number

124762554

Payment Method:

Charged To

Master Card ****4156

Account Holder

GONZALEZ, JUAN E

Billing Address

4619 SAN DARIO AVE SUITE 542, Laredo, TX 78041

Transaction Overview:

Total Amount

$682.35

Payment Date

02/11/2022 01:50 PM

Charge Details

PREVIOUS AND ACTUAL CONTRACTS

CONTRACTS	DESCRIPTION	DEPARTMENT	PERIOD
FY14-016	HYDRAULIC CYLINDER REPAIR	FLEET	BEGINS 11/06/2014 5 EXT ENDS 11/1/2020
FY14-042	WATER PUMPS REPAIRS	UTILITIES	5 EXTENSION ENDS 1/22/2020
FY14-046	MCNEILUS SIDE LOADERS	FLEET	BEGINS 02/2014 ENDS
FY16-054	AUTOMATED SIDE & REAR LOADER OEM PARTS & SERVICE	FLEET	BEGINS 07/18/2016 3 EXT ENDS 2019
FY17-003	HYDRAULIC CYLINDER REPAIR	FLEET	BEGINS 11/21/2016 3 EXT ENDS 11/18/2020
FY17-034	AUTOMATED SIDE & REAR LOADER OEM PARTS & SERVICE	FLEET	BEGINS 05/04/2017 3 EXT ENDS 5/22/2020
FY19-053	AUTOMATED SIDE & REAR LOADER SERVICE	FLEET	BEGINS 05/04/2019 3 EXTENSIONS
FY20-025	WATER PUMPS REPAIRS	UTILITIES	BEGINS 4/6/2020 3 EXTENSIONS
FY21-001	AUTOMATED SIDE & REAR LOADER OEM PARTS & SERVICE	FLEET	BEGINS 11/02/2020 3 EXTENSIONS
FY21-009	HYDRAULIC CYLINDER REPAIR	FLEET	BEGINS 11/16/2020 3 EXTENSIONS
FY21-021	AUTOMATED SIDE LOADER GS PRODUCTS OEM PARTS & SER	FLEET	BEGINS 1/19/2021 3 EXTENSIONS
FY21-022	STATIONARY & PORTABLE GENERATOR PARTS	FLEET	BEGINS 1/19/2021 3 EXTENSIONS

STANDBY GENERATORS SUPPLIERS

Generator Brand	Name of Supplier Company	Address	City	Phone	Name of Contact	Notes
CUMMINS	CUMMINS SOUTHERN PLAINS, LLC	226 N. INTERSTATE 35	SAN ANTONIO, TX 78218	(210) 655-5420 X217	CECIL ANDERSON	PARTS & SERVICE
CUMMINS	CUMMINS SOUTHERN PLAINS, LLC	226 N. INTERSTATE 35	SAN ANTONIO, TX 78218	(210) 961-4883	PHILIP CAMPOS	PARTS & SERVICE
GENERAC	WPI- WAUKESHA PEARCE IND.	5934 NORTH EXPRESSWAY	EDINBURG, TX	(956) 386-0107	JIMMIE B. SIMPSON	PARTS & SERVICE
CUMMINS	SO-TEX ENGINE & GENERATOR	4893 FM 1516 N	CONVERSE, TX	(210) 661-8193	RICK GREEN	PARTS & SERVICE
KOHLER	GENERATOR POWER SYSTEMS, LLC	21555 RHODES RD	SPRING, TX	(210) 350-8222	YVONNE	PARTS & SERVICE
PERKINS	ENNING DBA DIESEL ENGINE & INJECT	1050 S. E. LOOP 410	SAN ANTONIO, TX 78218	(210) 648-4500	MICHEAL EICHMAN	PARTS & SERVICE
TAYLOR	TAYLOR SUDDEN SERVICE	120 HERMAN SONS RD E	COMFORT, TX	(830) 995-3465	ROBERT T	PARTS & SERVICE

REFERENCES

Name of local/ State or Private Company	Address	Phone	Name of Contact	Contract Active, if not when did it expire (If applicable)
CITY OF LAREDO FLEET DEP.	1102 BOB BULLOCK	(926) 727-6450	RON MILLER	JANUARY 2023
CITY OF LAREDO FLEET DEP.	1102 BOB BULLOCK	(956) 727-6450	RUBEN AMESQUITA	NOV. 2022
CITY OF LAREDO FLEET DEP.	NORTHSIDE WTP	(956) 721-2020	TOMAS HERNANDEZ	APRIL 2022
CITY OF LAREDO FLEET DEP.	ZACATE WTP	(956) 721-2020	JOE SALAZAR	APRIL 2022
CITY OF LAREDO FLEET DEP.	LIFT STATION 5816 DAUGHERTY	(956) 721-2100	ANGEL LEON	APRIL 2022
CITY OF LAREDO FLEET DEP.	LIFT STATION 5816 DAUGHERTY	(956) 552-1283	JOSE LUIS CENTENO	APRIL 2022
CITY OF LAREDO FLEET DEP.	2519 JEFFERSON	(956) 795-2620	BENNY MOTA	APRIL 2022

City of Laredo

City Council

Meeting Date: 3/17/2025 **Resolution 20.**

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 Diabetes Prevention and Control Grant in the amount of $125,000.00, with no match for the City of Laredo Public Health Department for the term period from September 01, 2025 through August 31, 2026. Funds will be accounted for in the Laredo Public Health Department Fund - Diabetes Prevention and Control Grant.

PREVIOUS COUNCIL ACTION
On July 22, 2024, Council approved Resolution 2024-R-216.

BACKGROUND
The Texas Department of State Health Services continues to contract with the City of Laredo to implement diabetes self-management education and diabetes prevention support classes, using a culturally-appropriate, evidence-based curriculum targeting underserved populations in Webb County. Through this award, the Laredo Public Health Department is able to maintain a bidirectional internal referral system and engage key stakeholders to provide input on services and outcomes.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approves the Resolution.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Diabetes Prevention and Control Grant
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
The revenue account 226-0000-323-4021 and the expenditure division is 226-6044 with Project Number HEDP06.

2025-R-77

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 DIABETES PREVENTION AND CONTROL GRANT IN THE AMOUNT OF $125,000.00, WITH NO MATCH FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT FOR THE TERM PERIOD FROM SEPTEMBER 01, 2025 THROUGH AUGUST 31, 2026. FUNDS WILL BE ACCOUNTED FOR IN THE LAREDO PUBLIC HEALTH DEPARTMENT FUND – DIABETES PREVENTION AND CONTROL GRANT.

WHEREAS, the Texas Department of State Health Services continues to contract with the City of Laredo to implement diabetes self-management education and diabetes prevention support classes, using culturally-appropriate, evidence-based curriculum targeting underserved populations in Webb County, and;

WHEREAS, through this award, the Laredo Public Health Department is able to maintain a bidirectional internal referral system and engage key stakeholders to provide input on services and outcomes.

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 Diabetes Prevention and Control Grant in the amount of $125,000.00, with no match for the City of Laredo Public Health Department for the term period from September 01, 2025 through August 31, 2026. Funds will be accounted for in the Laredo Public Health Department Fund – Diabetes Prevention and Control Grant.

Section 2: The revenue account 226-0000-323-4021 and the expenditure division is 226-6044 with Project Number HEDP06.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2025.

_____

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: 3/17/2025 **Resolution 21.**

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, Obesity Prevention Program in the amount of $144,000.00 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 allocated in the Laredo Public Health Department Fund - Obesity Prevention Program.

PREVIOUS COUNCIL ACTION
On February 20, 2024, Council approved Resolution 2024-R-071.

BACKGROUND
The Texas Department of State Health Services contracts with the City of Laredo Public Health Department to provide health services to residents of Laredo. Through this partnership, the Public Health Department will provide evidence-based education and training for providers, patients, and the community to ensure consistent messaging of reliable health information and collaboration and encourage healthy lifestyles for individuals, families, and communities through health promotion, outreach, and marketing.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approves the Resolution.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Obesity Prevention Program
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
The revenue account 226-0000-323-4001 and the expenditure division is 226-6037 with Project Number HEOB08.

2025-R-78

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, OBESITY PREVENTION PROGRAM, IN THE AMOUNT OF $144,000.00 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 ALLOCATED IN THE LAREDO PUBLIC HEALTH DEPARTMENT FUND – OBESITY PREVENTION PROGRAM.

WHEREAS, the Texas Department of State Health Services contracts with the City of Laredo Public Health Department to provide health services to residents of Laredo. Through this partnership, the Public Health Department will provide evidence-based education and training for providers, patients, and the community to ensure consistent messaging of reliable health information and collaboration and encourage healthy lifestyles for individuals, families, and communities through health promotion, outreach, and marketing.

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, Obesity Prevention Program in the amount of $144,000.00 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 allocated in the Laredo Public Health Department Fund – Obesity Prevention Program.

Section 2: The revenue account 226-0000-323-4001 and the expenditure division is 226-6037 with Project Number HEOB08.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2025.

_____

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: 3/17/2025 **Resolution 22.**

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 amendment from the Department of State Health Services, Children/Youth with Special Health Care Needs Systems Development Group Family Support and Community Resources (FSCR) Grant in the amount of $125,000.00, with no match for the City of Laredo Public Health Department for the term period from September 01, 2025 through August 31, 2026. Funds will be accounted for in the Laredo Public Health Department Fund - FSCR Grant.

PREVIOUS COUNCIL ACTION
On August 05, 2024, Council approved Resolution 2024-R-249.

BACKGROUND
The City of Laredo Public Health Department continues to provide a wide range of family support and health care community resource activities for children and young adults with special needs through funding from the Texas Department of State Health Services. Through the Children/Youth with Special Health Care Needs System Development Group Family Support and Community Resources (FSCR) Program, the City of Laredo Public Health Department serves families with children and youth with chronic health care conditions and growth and developmental issues that include respite services, community-based crisis prevention/intervention planning and implementation, assuring families access to care and support services, educational outreach trainings/workshops, parent to parent networking and support, and other activities that support children/youth with special health care needs and their families living in the community.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approves the Resolution.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Family Support/Community Resources Grant
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
The revenue account 226-0000-323-4092 and the expenditure division is 226-6040 with Project Number HEFR07.

2025-R-79

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, CHILDREN/YOUTH WITH SPECIAL HEALTH CARE NEEDS SYSTEMS DEVELOPMENT FAMILY SUPPORT AND COMMUNITY RESOURCES (FSCR) GRANT IN THE AMOUNT OF $125,000.00 WITH NO MATCH FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT FOR THE TERM PERIOD FROM SEPTEMBER 01, 2025 THROUGH AUGUST 31, 2026. FUNDS WILL BE ACCOUNTED FOR IN THE LAREDO PUBLIC HEALTH DEPARTMENT FUND – FSCR GRANT.

WHEREAS, The City of Laredo Public Health Department continues to provide a wide range of family support and health care community resource activities for children and young adults with special needs through funding from the Texas Department of State Health Services. Through the Children/Youth with Special Health Care Needs Systems Development Group Family Support and Community Resources (FSCR) Program, the City of Laredo Public Health Department serves families with children and youth with chronic health care conditions and growth and developmental issues that include respite services, community-based crisis prevention/intervention planning and implementation, assuring families access to care and support services, educational outreach trainings/workshops, parent to parent networking and support, and other activities that support children/youth with special health care needs and their families living in the community.

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

Section 1: The City Manager is hereby authorized to accept and enter into a continuation contract from the Department of State Health Services, Children/Youth with Special Health Care Needs System Development Group Family Support and Community Resources (FSCR) Grant in the amount of $125,000.00 with no match for the City of Laredo Public Health Department for the term period from September 01, 2025 through August 31, 2026. Funds will be accounted for in the Laredo Public Health Department Fund – FSCR Grant.

Section 2: The revenue account 226-0000-323-4092 and the expenditure division is 226-6040 with Project Number HEFR07.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2025.

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: 3/17/2025 **Resolution 23.**

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 Health and Human Services, Children & Youth with Special Health Care Needs (CYSHCN) Case Management Grant in the amount of $99,000.00, 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 - CYSHCN Grant.

PREVIOUS COUNCIL ACTION
On June 24, 2024, Council approved Ordinance 2024-O-123.

BACKGROUND
The Department of Health and Human Services contracts with The City of Laredo Public Health Department to provide public health services through Children and Youth with Special Health Care Needs (CYSHCN) Grant. Through this partnership, Laredo Public Health Department will be able to provide leadership in assessing, prioritizing, and addressing the health needs of children and youth up to age 21 with special health care needs and individuals of any age with cystic fibrosis in Texas, to promote the health of families through advocacy and education, case management services provided through in-depth assessment and planning in partnership with families, and to ensure access to high-quality, community-based, preventive, primary and specialty health care.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approves the Resolution.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	CYSHCN Grant
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

The revenue account 226-0000-323-4006 and the expenditure division is 226-6051 with Project Number HECY02.

2025-R-80

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 HEALTH AND HUMAN SERVICES, CHILDREN & YOUTH WITH SPECIAL HEALTH CARE NEEDS (CYSHCN) CASE MANAGEMENT GRANT, IN THE AMOUNT OF $99,000.00 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 ALLOCATED IN THE LAREDO PUBLIC HEALTH DEPARTMENT FUND – CYSHCN GRANT.

WHEREAS, the Department of Health and Human Services contracts with The City of Laredo Public Health Department to provide public health services through Children and Youth with Special Health Care Needs Grant (CYSHCN). Through this partnership, Laredo Public Health Department will be able to provide leadership in assessing, prioritizing, and addressing the health needs of children and youth up to age 21 with special health care needs and individuals of any age with cystic fibrosis in Texas, to promote the health of families through advocacy and education, case management services provided through in-depth assessment and planning in partnership with families, and to ensure access to high-quality, community-based, preventive, primary and specialty health care.

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 Health and Human Services, Children & Youth with Special Health Care Needs (CYSHCN) Case Management Grant in the amount of $99,000.00, 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 – CYSHCN Grant.

Section 2: The revenue account 226-0000-323-4006 and the expenditure division is 226-6051 with Project Number HECY02.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2025.

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: 3/17/2025 **Resolution 24.**

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, Women, Infants, and Children (WIC) Program in the additional amount of $440,500.00, with no match for the City of Laredo Public Health Department for a total amount of $6,550,071.00 for the term period from October 01, 2024 through September 30, 2025. Funds will be accounted for in the Laredo Public Health Department Fund - WIC Program.

PREVIOUS COUNCIL ACTION
On August 05, 2024, Council approved Resolution 2024-R-238.

BACKGROUND
The Health and Human Services Commission continues to contract with the City of Laredo to provide public health services to residents of Webb, Duval, Jim Hogg, Zapata, Brooks, Jim Wells, Kleberg and Live Oak counties through the City of Laredo Public Health Department for wellness, nutrition, food supplemental services through the Women, Infants, and Children Program. The program provides health screening, nutrition education and counseling, breastfeeding education and counseling, food supplemental services for whole grains, fruits, vegetables and dairy products, referrals to other programs, and immunizations at no cost to high risk, low income, eligible residents who are pregnant, lactating, infants, and children up to age five who are identified to have nutritional risk.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approves the Resolution.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	WIC Program
Account #:	226-6008 and 226-6009
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

The revenue account 226-0000-323-4037 and the expenditure division is 226-6008 with Project Number HEWI17 and the revenue account 226-0000-323-4003 and the expenditure division is 226-6009 with Project Number HEWC17.

2025-R-81

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, WOMEN, INFANTS, AND CHILDREN (WIC) PROGRAM IN THE ADDITIONAL AMOUNT OF $440,500.00, WITH NO MATCH FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT FOR A TOTAL AMOUNT OF $6,550,071.00 FOR THE TIME PERIOD FROM OCTOBER 01, 2024 THROUGH SEPTEMBER 30, 2025. FUNDS WILL BE ACCOUNTED FOR IN THE LAREDO PUBLIC HEALTH DEPARTMENT FUND – WIC PROGRAM.

WHEREAS, the Health and Human Services Commission continues to contract with the City of Laredo to provide public health services to residents of Webb, Duval, Jim Hogg, Zapata, Brooks, Jim Wells, Kleberg and Live Oak counties through the City of Laredo Public Health Department for wellness, nutrition, food supplemental services through the Women, Infants, and Children Program. The program provides health screening, nutrition education and counseling, breastfeeding education and counseling, food supplemental services for whole grains, fruits, vegetables and dairy products, referrals to other programs, and immunizations at no cost to high risk, low income, eligible residents who are pregnant, lactating, infants, and children up to age five who are identified to have nutritional risk.

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

Section 1: The City Manager is hereby authorized to accept and enter into a contract amendment from the Texas Health and Human Services, Women, Infants, and Children (WIC) Program in the additional amount of $440,500.00, with no match for the City of Laredo Public Health Department for a total amount of $6,550,071.00 for the term period from October 01, 2024 through September 30, 2025. Funds will be accounted for in the Laredo Public Health Department Fund – WIC Program.

Section 2: The revenue account 226-0000-323-4037 and the expenditure division is 226-6008 with Project Number HEWI17. The revenue account 226-0000-323-4003 and the expenditure division is 226-6009 with Project Number HEWC17.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2025.

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: 3/17/2025 **Consent Agenda 25.**

SUBJECT
Consideration for approval of a contract amendment with Dental Odyssey, located at 5901 McPherson Rd Laredo, TX 78041, in the amount of $70,000.00 for dental services necessary within the scope of practice for the HIV Ryan White Program; for a total not to exceed $150,000.00 per year. Term of the agreement is from April 01, 2024 through March 31, 2025; with option to renew (1) one two-year period. Funding is available in the Laredo Public Health Department - HIV Ryan White Program fund.

PREVIOUS COUNCIL ACTION
On April 02, 2024, Council approved Motion 24-0761.

BACKGROUND
Provider will render all dental services necessary within the scope of practice for appropriate treatment of patients as defined and described by rules and guidelines and applicable laws and standards followed by the South Texas Development Council (STDC), and National Guidelines followed by the Department's HIV Ryan White Program. Services will be provided for the term from through March 31, 2025. Either party may terminate this agreement by giving seven days written notice to the other party. The total cumulative payment to the provider shall not exceed the amount stipulated in the contract. Reimbursement will be paid on a monthly basis upon receipt of an invoice.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approves the Motion.

Fiscal Impact

Fiscal Year:	25
Budgeted Y/N?:	Y
Source of Funds:	Public Health Department - HIV Ryan White fund
Account #:	226-6020 and 226-6021 and 226-6111
Change Order: Exceeds 25% Y/N:	Y

FINANCIAL IMPACT:
Funding are available in Revenue account 226-0000-323-4051 and the expenditure division is 226-

6020 and Revenue account 226-0000-323-4050 and the expenditure division is 226-6021 and Revenue account 226-0000-321-6313 and the expenditure division is 226-6111.

AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES

STATE OF TEXAS

COUNTY OF WEBB

This amendment is made and entered into by and between the City of Laredo Public Health Department ("Department") and Dental Odyssey ("Provider"), for good and valuable consideration and in exchange for the mutual promises and covenants made one to another, the parties hereby agree to the following amendments to that one certain contract by and between the parties, dated April 1, 2024 and entitled Service Agreement.

WHEREAS, the undersigned parties wish further to promote the administration of the contract referred to above by modifying the following clause of the agreement: Increase the amount by $70,000.00 for a total amount for this agreement of $150,000.00, contingent on funding availability.

THEREFORE, the parties agree that the foregoing amendments shall be hereinafter considered a part of the contract referred to above and incorporated by reference therein for all purposes. The amendments shall be subject to any and all other provisions of the contract, with the exception of the parts or provisions of the contract which have been modified by this amendment.

AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES

SIGNED, accepted, and agreed to this ___ day of _____, 2025, by the undersigned parties, executed in duplicate by authorized representatives.

DEPARTMENT

By: _____
Joseph W. Neeb Date
City Manager

RECOMMENDED

By: _____
Richard A. Chamberlain, Date
DrPH, MPH, CPHA, CPM, CHW, RS
Director of Public Health

ATTESTED AS TO FORM
Doanh T. Nguyen, City Attorney

By: _____
Amber R. Holmes Date
Assistant City Attorney

ATTESTED

By: _____
Mario I. Maldonado, Jr. Date
City Secretary

PROVIDER

By: _____
Salvador Muñoz-Flores, DDS Date
Dental Odyssey

Address to where reimbursement will be sent:

_____

_____

_____

Tax ID Number:

_____

City of Laredo

City Council

Meeting Date: 3/17/2025 **Consent Agenda 26.**

SUBJECT
Consideration for approval of a contract with Dental Odyssey, located at 5901 McPherson Rd Laredo, TX 78041, in the total amount no to exceed $150,000.00 for dental services necessary within the scope of practice for the HIV Ryan White Program. Term of the agreement is from April 01, 2025 through March 31, 2026; with option to renew additional two (2) one-year periods, contingent of funding availability. Funding is available in the Laredo Public Health Department - HIV Ryan White Program fund.

PREVIOUS COUNCIL ACTION
On April 02, 2024, Council approved Motion 24-0761.

BACKGROUND
Provider will render all dental services necessary within the scope of practice for appropriate treatment of patients as defined and described by rules and guidelines and applicable laws and standards followed by the South Texas Development Council (STDC), and National Guidelines followed by the Department's HIV Ryan White Program. Services will be provided for the term from through March 31, 2025. Either party may terminate this agreement by giving seven days written notice to the other party. The total cumulative payment to the provider shall not exceed the amount stipulated in the contract. Reimbursement will be paid on a monthly basis upon receipt of an invoice.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approves the Motion.

Fiscal Impact

Fiscal Year:	25
Budgeted Y/N?:	Y
Source of Funds:	Public Health Department - HIV Ryan White fund
Account #:	226-6020 and 226-6021 and 226-6111
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in Revenue account 226-0000-323-4051 and the expenditure division is 226-

6020 and Revenue account 226-0000-323-4050 and the expenditure division is 226-6021 and Revenue account 226-0000-321-6313 and the expenditure division is 226-6111.

AGREEMENT

STATE OF TEXAS §

COUNTY OF WEBB §

This agreement is made by and between the City of Laredo Public Health Department ("Department") and Dental Odyssey, ("Provider").

In consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

SCOPE OF SERVICES

The Provider agrees to render all dental services necessary within the scope of practice for appropriate treatment of patients as defined and described by rules and guidelines and applicable laws and standards followed by the South Texas Development Council (STDC), and National Guidelines followed by the Department's HIV Ryan White Program. See Attachment A "Specific Duties and Responsibilities", Attachment B "Provider's Insurance Checklist", Attachment C "HIPAA Business Associate Agreement", Attachment D "Insurance Provisions", and Attachment E "Federal and State Assurances", incorporated herein by reference as if set out in full for all intents and purposes.

TERM

This agreement will commence on April 1, 2025 and will continue until March 31, 2026; with option to renew additional two (2) one-year periods; contingent on funding availability. Either party may terminate this agreement by giving seven days written notice to the other party.

COMPENSATION

The total cumulative payment to the Provider under this agreement shall not exceed $150,000.00 per year. Reimbursement will be paid on a monthly basis upon receipt of an invoice. All original invoice(s) for services rendered must be submitted by the 5th working day after the end of the month in which services were rendered. Any invoices not submitted within this timeline will not be paid by the Department's HIV Ryan White Program. Invoices should be sent to 2600 Cedar, Attn: HIV Services Program.

RELATIONSHIP OF THE PARTIES

It is understood and agreed that the relationship of the Provider to the Department is that of an independent contractor. Each party is interested only in the results obtained under this Agreement.

Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

INSURANCE AND INDEMNIFICATION

IT IS THE INTENTION OF THE PARTIES THAT THE PROVIDER BE AN INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE UNDER THIS AGREEMENT. IN ORDER TO PROTECT THE DEPARTMENT FROM LIABILITY, THE PROVIDER MUST MAINTAIN A POLICY OF INSURANCE AND COMPLY WITH ALL REQUIREMENTS SET FORTH IN ATTACHMENT D AND WILL FURTHER INDEMNIFY AND HOLD THE DEPARTMENT HARMLESS FROM ANY AND ALL CLAIMS ARISING OUT OF THE PERFORMANCE OF THE REQUIRED SERVICES.

THE PROVIDER FURTHER AGREES TO FURNISH THE DEPARTMENT WITH A COPY OF HIS/HER TEXAS MEDICAL LICENSE(S), PROOF OF LIABILITY INSURANCE, AND TO GIVE NOTICE OF ANY CHANGES IN THE MALPRACTICE INSURANCE COVERAGE OR INSURER, AND TO PROVIDE UPDATED RENEWAL COPIES OF LICENSE AND PROOF OF INSURANCE TO THE DEPARTMENT, AS WELL AS PROOF OF IMMUNIZATION STATUS.

QUALITY ASSURANCE

The Department and Provider, in receiving funding from Ryan White must adhere to the requirements and quality assurance of the Texas Department of State Health Services (DSHS) Standards of Care for any provision of services. These include the Universal Standards as well as the specific Ryan White Part B standard for each service category, including supervision and oversight of SUBCONTRACTOR services. Oral Health Care (OHC) can be found at https://www.dshs.texas.gov/hivstd/taxonomy/oral.shtm. A copy of the OHC SOC is attached.

The Department and Provider will maintain a medical record/client file on the premises of City of Laredo Health Department for each Dental Odyssey patient seen and make the record available for quality management review by City of Laredo Health Department program staff and for audit by the South Texas Development Council, HIV Services Administrative Agency Staff, and the Texas Department of State Health Services Staff upon request.

TRANSITION OF CLIENTS

The Department and Provider will execute the following process and timely plan to transition client(s) to a new provider if the current provider is no longer able to continue services.

Outline Process:

a. Notification to the Department and the HIV Administrative Agency if Provider is no longer able to continue services as per contract, contract termination or transition of service providers.

b. Notification to clients of service changes not limited to medical care facility, medical provider and case management services.
c. Collaboration between existing service provider and the new service provider.
d. Participate in Transition Plan to continue to provide services to clients, with minimal disruption, during transition of service providers or change/loss of agency services.
e. Provider will handle all of client's information in accordance with DSHS HIV-STD Security Policies and Procedures which can be found at https://www.dshs.texas.gov/hivstd/policy/security.shtm.

NOTICES

Notices under this agreement shall be in writing and shall be hand delivered or sent by registered mail or certified mail, return receipt request, postage prepaid, properly addressed, to the respective parties at the addresses set forth below in this agreement. Notice actually received shall be deemed for all purposes to have been in writing and shall, for all purposes, be deemed to have been fully given and received.

Dental Odyssey
Salvador Muñoz-Flores, DDS
5901 McPherson Rd
Laredo, Texas 78041

City of Laredo Public Health Department
Richard A. Chamberlain, DrPH, MPH,
CPHA, CPM, CHW, RS
Director of Public Health
2600 Cedar Avenue
Laredo, TX 78040

DISPUTE OR CONTEST

In the unlikely event that a dispute which is litigated or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this agreement the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto.

CORPORATE AUTHORITY

If any party of this agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, or trust, that party represents to the other that this agreement and the transactions contemplated in this agreement and the execution and delivery hereof have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions including, but not limited to, actions on the part of the directors, officers, and agents of the entity.

Furthermore, a corporate party represents that all appropriate corporate meetings were held to authorize the aforementioned obligations and certified copies of all corporate meetings or minutes and corporate resolutions authorizing this transaction have been delivered to all parties to this agreement prior to or at the time of execution of this agreement.

FUNDING

This agreement is contingent upon funding being available for the term designated in this agreement. The Provider shall have no right of action against the Department in the event that the Department is unable to perform its obligations under this agreement as a result of suspension, termination, withdrawal or failure of funding to the Department.

PROFESSIONAL STANDARDS

The Provider agrees to abide by and perform his/her duties accordance with the applicable ethics of his/her profession, and all applicable federal, state, and municipal laws, regulations and ordinances regulating his/her profession.

AMENDMENT OR MODIFICATION

This agreement represents the entire agreement by and between the parties except as otherwise provided in this agreement. It may not be changed except by written agreement duly executed by all of the parties.

The Department and Provider will follow any changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as the effective date of the rule, regulation or law.

HIPAA AGREEMENT

(See attached Addendum for Contractors under the Health Insurance Portability and Accountability Act of 1996)

ASSIGNMENT

Neither this agreement nor any duties or obligations under it are assignable by the Provider without the prior written consent of the Department.

ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties to this agreement with respect to this subject matter. No other agreement, statement, or promise relating to this subject matter will be valid or binding unless in writing and signed by both parties.

PARAGRAPH HEADINGS

The paragraph headings used in the agreement are descriptive only and shall have no legal force or effect whatsoever.

NO WAIVER

A failure or delay in the enforcement of the rights detailed in this agreement by either party shall not constitute a waiver of rights or be deemed a basis for estoppel. The parties may exercise their rights under this agreement despite delay or failure to enforce those rights.

TEXAS LAW

This agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Webb County, Texas.

SIGNED, accepted, and agreed to this ___ day of _____, 2025, by the undersigned parties, executed in duplicate by authorized representatives.

CITY OF LAREDO

By: _____
Joseph W. Neeb Date
City Manager

RECOMMENDED

By: _____
Richard A. Chamberlain Date
DrPH, MPH, CPHA, CPM, CHW, RS
Director of Public Health

APPROVED AS TO FORM
Doanh T. Nguyen, City Attorney

By: _____
Amber R. Holmes Date
Assistant City Attorney

ATTESTED

By: _____
Mario I. Maldonado, Jr. Date
City Secretary

PROVIDER

By: _____
Salvador Muñoz-Flores, DDS Date
Dental Odyssey

Address to where reimbursement will be sent:

_____

_____

_____

Tax ID Number:

_____

ATTACHMENT A

SPECIFIC DUTIES AND RESPONSIBILITIES

This attachment is hereby considered part of the agreement by and between the Provider **Dental Odyssey,** and the Department's HIV Program, for the term beginning April 1, 2025 to March 31, 2026.

In fulfilling the terms of this agreement the Provider hereby agrees to carry out the duties and responsibilities as follows:

1. THE PROVIDER AGREES:

A. To provide necessary medical services to HIV/AIDS clients that are referred in writing by the Department.

Provider shall comply with the new Standards of Care for funded service category (OAMC-Outpatient Ambulatory Medical Care) implemented as of June 2015 which are accessible http://www.dshs.state.tx.us/hivstd/taxonomy/default.shtm. A waiver on behalf of Provider was executed by the "Department" for approval by DSHS so that service may be rendered by Provider via subcontract Agreement with "Department". Provider will also adhere to all of the current Universal Standards, HIV Core and Support Service Categories expected practices.

Provider will adhere to any policy changes made during the life of the current contract with at least 15 days written notice of expected change.

Provider, when provided with appropriate written request by STDC/DSHS, will make available any pertinent documents related to the service being rendered for review and monitoring purposes for STDC and/or DSHS staff. Provider will comply with DSHS guidance on sample size requirements for monitoring purposes of records and such records will be maintained on file for annual reviews by DSHS and STDC staff.

Documents will consist of outlined documents in the OAMC monitoring tool issued out by DSHS such as required and supporting documents related to services rendered, personnel training records, chart reviews, licensure, continuing education, assessments as well as any related services subcontracted out i.e. radiology tests, etc.

None of the services outlined in this contract/agreement may be outsourced to another entity at any point. Services are to solely be provided by "Provider" under this contract.

Medical progress notes should be submitted to case management agency/unit no later than 10 business days after the date of visit that highlight the nature of the services conducted as part of the medical consultation being billed. The progress note should at a minimum contain the following information:

- Client Name
- Client Date of Birth

- Doctor Name (Print) and Signature
- Date of Medical Visit
- CDC Disease Stage
- Co-Morbidities
- Current Medications
- Current Anti-Retroviral Drugs
- Last CD-4 Count (date and result)
- Last Viral Load (date and result)
- All other Laboratory results applicable
- Last STD screening (date and result)
- Summary of reason for visit and outcome

No ambulatory/outpatient medical care visit will be reimbursed by the Department if a medical progress note is not submitted to the case management agency/unit along with request for payment.

B. To bill Medicaid, Medicare, or any other private insurance that the client may be enrolled in, before billing the Department. Billing the Department will take place on a last resort basis. (See Attachment B- Insurance Checklist of Providers)

C. To sign and submit the documents indicated below to the Department **if applicable** to the Provider.

1. HIV Workplace Guidelines Form
2. Certification Regarding Lobbying Form
3. Articles of Incorporation
4. Non-Profit Status letter
5. Clients sliding fee schedule
6. Confidentiality Statement

D. All original invoice(s) for services rendered must be submitted by the 5th working day after the end of the month in which services were rendered. Any invoices not submitted within this timeline will not be paid by the Department's HIV Ryan White Program. Invoices should be sent to 2600 Cedar, Attn: HIV Services Program.

E. Any referral provided by **THE DEPARTMENT** contains a date when it was issued out to the client. If the client does not keep his/her appointment on the scheduled date noted on the referral and the **PROVIDER** chooses to honor the referral at a later date, the **PROVIDER** will only get reimbursed for any services rendered to the client if it falls within the same month as the date on the original referral.

2. THE DEPARTMENT AGREES:

A. To reimburse the Provider for services being rendered. The fee is to be paid monthly by the City of Laredo on an invoice basis.

B. To reimburse the Provider for Co-Pays. Co-Pays will vary depending on the insurance of the client.

3. THE PARTIES AGREE:

The City of Laredo Public Health Department shall not be responsible for payment of services beyond the scope of this contract. In the event the client is charged for services outside the scope of this agreement, a sliding fee schedule must be used with co-payment to provider based on a client's poverty income status.

Total Fees charged to client must conform to the limitations on annual aggregate charges described in the chart below.

INDIVIDUAL/FAMILY ANNUAL GROSS INCOME	TOTAL ALLOWABLE ANNUAL CHARGES TO CLIENTS
Equal to or below the official poverty line	No charges permitted
101 to 200 percent of the official poverty line	5 percent or less of gross income level
201 to 300 percent of the official poverty line	7 percent or less of gross income level
More than 300 percent of the official poverty line	10 percent or less of gross income level

4. U.S. PUBLIC HEALTH STANDARDS:

All Ryan White ambulatory/outpatient medical care sub-contractors providing HIV medical care services to our CLHD's LETS Program clients will be expected to adopt and enforce U.S. Public Health Standards. Each sub-contractor will be responsible for reviewing and maintaining a copy of the standards in their office and ensure that all involved staff in the care of the client is familiar with the information.

ATTACHMENT B

PROVIDER INSURANCE CHECKLIST

Provider accepts Medicaid, Medicare or other insurance(s) and third party payers?
(Please check "Yes" or "No")

_____YES _____NO

Provider accepts the following types of Insurance(s)
(Please check Insurance(s) accepted)

_____ AARP
_____ AETNA
_____ Amerigroup
_____ APWU Health Plan
_____ Assurant Healthcare
_____ Baker Benefits
_____ CIGNA
_____ Hartford
_____ Healthspring
_____ Humana
_____ Medicaid of Texas
_____ Medicare
_____ Mercy Health Plan
_____ Mutual of Omaha
_____ Physician Mutual Insurance
_____ Prinicipal Mutual Life
_____ Provident American Life and Health
_____ Pyramid Life
_____ Railroad Medicare
_____ Secure Horizons
_____ Sierra Health & Life Insurance
_____ Superior Health Plan of Texas
_____ Texas True Choice
_____ Tricare for Life
_____ UMR
_____ Unicare
_____ BC&BS

Other Insurance
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PROVIDER

By: _____
Salvador Muñoz Flores, DDS Date
Dental Odyssey

ATTACHMENT C

HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)
BUSINESS ASSOCIATE AGREEMENT

This is a HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (Hereinafter "HIPAA") Business Associate Agreement made between Dental Odyssey, Business Associate (hereinafter "BA") and the undersigned City of Laredo through its City of Laredo Health Department-Covered Entity, (hereinafter "CE"), in consideration of the use and disclosure of Protected Health Information (hereinafter "PHI") on behalf of the CE, in accordance with the Standards for Privacy of Individually Identifiable Health Information pursuant to the Health Insurance Portability Act of 1996 (HIPAA).

RECITALS

That it is the desired intention of the CE to disclose certain information to the BA pursuant to the terms of the Underlying Agreement, some of which may constitute PHI.

Other than limitations set forth in this agreement, the forthwith BA may use or disclose PHI solely to perform the agreed upon services contracted with the CE.

The HIPAA Regulations, 45 C.F.R. § 164.502 (e)(2), requires the CE to enter into an agreement with the BA prior to disclosure of PHI that contains the specific requirements set forth in 45 C.F.R. §§ 164.502(e) and 164.504(e). In accordance with the HIPAA Regulations, these specific requirements are contained in this Business Associate Agreement.

OBLIGATIONS OF BUSINESS ASSOCIATE

Business Associate (BA) Agrees to the following:

1. Except as otherwise limited in this Agreement, the BA may not use or disclose PHI other than what is permitted or required by this Agreement or is required by law.
2. To use all of the necessary and essential safeguards in a permitted disclosure in no other manner that would not constitute a violation of the Privacy Rule if disclosed by the BA..
3. To report to the CE any use or disclosure of the PHI not provided for by this Agreement within five (5) days of becoming aware of such disclosure.
4. To ensure that the BA make a proper accounting of all information of the PHI and maintain all of its internal practices, books and records relating to the use and disclosure of PHI received from or created; or received by the BA on behalf of the CE and make available to the Secretary of Health and Human Services 200 Independence Avenue, S.W., Washington D.C., 20201 or by telephone at (800) 368-1019, so as to determine the CE's HIPAA compliance status.
5. The BA shall take the appropriate safeguards necessary to prevent the use or disclosure of PHI.

6. All agents of the BA shall additionally comply and agree in writing to comply with the same restrictions and conditions incumbent upon the BA with respect to the PHI. As additional assurance of this compliance, the BA shall implement and impose sanctions against any agents or subcontractors who violate these restrictions or conditions of any such violation.

OBLIGATIONS OF COVERED ENTITY (CE)

That the CE shall be responsible for using all necessary and appropriate safeguards in order to ensure and maintain confidentiality, privacy and the utmost security of PHI transmitted to the BA pursuant to this Business Associate Agreement and furthermore shall notify the BA of any existing restrictions as to the use or disclosure of any PHI including any known changes in or revocations of permission by any individual whose PHI is transmitted to such extent that such changes may affect the BA use or disclosure of this PHI.

TERM AND TERMINATION

The term of this Agreement shall be effective and shall remain in force for the duration of the professional services agreement between the parties. Upon any material breach by the BA where a cure is not possible the CE may immediately terminate this Agreement. Thereafter all PHI shall be returned to the CE by the BA.

In WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement as of the following directive.

COVERED ENTITY:	BUSINESS ASSOCIATE:
City of Laredo Public Health Department	
_____	_____
Richard A. Chamberlain, DrPH, MPH, CPHA, CPM, CHW, RS Director of Public Health	Salvador Muñoz Flores, DDS Dental Odyssey
Date: _____	Date: _____

ATTACHMENT D

CITY OF LAREDO
INSURANCE PROVISIONS FOR PROFESSIONAL SERVICE CONTRACTS

The following insurance provisions shall provide additional clarification to the "INSURANCE AND INDEMNIFICATION" Section of the contract, and the Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain, until the work covered in the contract is completed and accepted by The City of Laredo, the minimum insurance coverages as follows:

1. 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. Without limitation, the commercial general liability coverage must cover all operations required in the contract, as well as contractual liability for the indemnity obligations assumed by the Contractor in the contract.
2. 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.
3. Professional Liability (Medical Malpractice/Errors and Omissions) for professional services,
    a) With minimum limits of $200,000 per occurrence/$600,000 annual aggregate; limits required depend on the type and scope of services provided.
    b) This coverage must be maintained for at least two (2) 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 the contract.

PLEASE NOTE: The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following-form. The Contractor may maintain reasonable and customary deductibles, subject to approval by the City of Laredo.

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.

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

1. City of Laredo shall be named as an additional insured on a primary and non-contributory basis, regardless of the application of other insurance, with respect to all liability coverages, except for the professional liability and workers' compensation.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of City of Laredo shall be contained in all applicable 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 City of Laredo will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.
6. Insurance must be purchased from insurers that are financially acceptable to City of Laredo.

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

1. Shall set forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to City of Laredo.
3. Copies of all required endorsements must be attached to the certificate of insurance. The certificates of insurance must be updated and resubmitted to the City of Laredo to show renewal coverages, as applicable, at least thirty (30) days prior to expiration of any one or more policies.

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

All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

ATTACHMENT E

FEDERAL AND STATE ASSURANCES

City of Laredo

City Council

Meeting Date: 3/17/2025 **Consent Agenda 27.**

SUBJECT

Consideration to renew the use of the following Interlocal Cooperative Purchasing Programs: The Interlocal Purchasing System (TIPS), Texas Procurement and Support Services Cooperative Purchasing Program (TPASS), BuyBoard, Omnia Partners, and include Sole Source vendors for the purchase of library materials such as books and audiovisual materials in an estimated annual amount of $575,000.00. Approximately $575,000.00 is purchased on an annual basis.

This contract will supplement the Library's ability to purchase books and audiovisual material to keep high quality and variety of reading materials for efficient collection development. These contracts are subject to future appropriations and shall be for a (2) two-year term commencing on May 4, 2025. This is the first and final renewal.

Funding is available in the Public Library Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

Initial (2) two-year term was approved by Council on May 1, 2023 for an annual amount of $460,000.00.

On February 14, 2025, City Manager approved a 25% increase ($115,000.00) for a new annual amount of $575,000.00.

BACKGROUND

The goal of the City of Laredo Public Library is to provide high quality materials and services that fulfill educational, informational, cultural, and recreational needs of the entire community. We do this by purchasing reading material and audiovisuals from vendors who comply with these requirements. Section 271.102 of the Local Government Code allows a local government to participate in cooperative purchasing program with another local government or a local cooperative organization. The Inter-Local Cooperative Purchasing Programs enable the library to acquire library books and audiovisual materials at competitive prices and discounts offered by various book distributors. Sole Source vendors are the only ones who can fulfill materials as they have exclusive and protective rights on publications and materials content. Multiple contracts from various genres insures a high quality and variety of reading materials for an efficient collection development.

Current State Term Contract Vendors

TIPS Contract# 230904

- Abdo-Spotlight-Magic Wagon Publishing Company

- Barnes & Noble Booksellers
- Brodart Co.
- Cengage Learning Inc
- Demco Inc
- Perma-Bound Books
- Playaway Products, LLC
- Junior Library Guild
- Lakeshore Learning Materials, LLC
- Maker Maven LLC
- Rainbow Book Company
- Scholastic Inc
- Sebco Books
- The Library Store Inc

TPASS Contract# 715-M2

- Baker & Taylor, Inc.
- Ingram Library Services LLC
- Midwest Library Service, Inc
- Midwest Tape, LLC
- Brodart Co.
- ProQuest, LLC

BuyBoard# 702-23

- Gumdrop Books
- Barnes & Noble Booksellers
- Mackin Educational Resources
- The Penworthy Company, LLC.
- Children’s Plus, Inc.

Omnia Partners# RTC-17006

- Amazon

Sole Source Vendors:

- Blackstone Audio
- Centerpoint Large Print
- Thorndike Press
- Cloud Library (OCLC)
- Overdrive, Inc.

Estimated Purchases
Budget FY24-25

Branch	Books	Media
Joe A. Guerra Public Library (Main)	$253,025.00	$40,000.00
McKendrick, Ochoa, Salinas Branch Library (MOS)	$113,358.00	$24,583.00
Bruni Plaza Branch Library	$19,383.00	$12,583.00
Mobile Library	$12,671.00	$9,550.00
Barbara Fasken Branch Library	$35,997.00	$16,167.00
Lamar Bruni Vergara Inner City Branch Library (ICB)	$21,583.00	$16,100.00
Total	$456,017.00	$118,983.00
Grand Total - $575,000.00		

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 25-26

Budgeted Y/N?: Y

Source of Funds:

Account:

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.

Branch:	Books:	Account:	Media:	Account:
Joe A. Guerra Public Library (Main)	$253,025.00	101-3510-552-2302	$40,000.00	101-3510-552-2303
McKendrick, Ochoa, Salinas Branch Library (MOS)	$113,358.00	101-3515-552-2302	$24,583.00	101-3515-552-2303
Bruni Plaza Branch Library	$19,383.00	101-3520-552-2302	$12,583.00	101-3520-552-2303
Mobile Library	$12,671.00	101-3525-552-2302	$9,550.00	101-3525-552-2303
Barbara Fasken Branch Library	$35,997.00	101-3530-552-2302	$16,167.00	101-3530-552-2303
Lamar Bruni Vergara Inner City Branch Library (ICB)	$21,583.00	101-3560-552-2302	$16,100.00	101-3560-552-2303
Total	$456,017.00		$118,983.00	

LAREDO PUBLIC LIBRARIES
1120 E. CALTON ROAD
LAREDO, TEXAS 78041
(956) 795-2400
(956) 795-2403 FAX

LAREDO PUBLIC LIBRARIES

To: Joseph Neeb, City Manager
From: Danielle Burns, Librarian III – Technical Services
Through: Analiza Perez-Gomez, Interim Library Director
Date: Friday, February 14, 2025

Re: Amendment to Current Interlocal Coop Contract for Fiscal Year 24-25

Mr. Neeb,

The Laredo Public Library is currently pending the renewal of its current Interlocal Coop Contract for fiscal year 24-25 and is requesting to amend the total of its current Interlocal Coop Contract in the amount of $575,000.00. The Library's current Interlocal Coop Contract that was approved by Council on May 1, 2023 equals to annual amount of $460,000.00 and expires on April 30, 2025.

This amendment is a (25%) twenty-five percent increase totaling to $115,000.00 more than the previously council approved amount of $460,000.00 and would allow the Library to continue to purchase materials until the renewal is approved by Council in April 2025.

This Interlocal Coop contract allows the Laredo Public Library to purchase library materials such as books and audiovisual materials and supplement's the Library's ability to maintain efficient collection development.

Sincerely,

Danielle Burns
Librarian III – Technical Services
(956)795-2400 ex. 2512
dburns@ci.laredo.tx.us

Joseph Neeb, City Manager MPR _____ (Signature) _____ (Date) ✓ (Approved) _____ (Not Approved)

Attest Mario I. Maldonado Jr.
Mario I. Maldonado Jr.
City Secretary

CITY OF LAREDO, TEXAS

Awarded Vendors for Contract 230904 (Books, Library, and Educational Materials)

- 321 Insight
- A to Z Books LLC
- ABDO-Spotlight-Magic Wagon ABDO Publishing Company
- ACE Educational Supplies Inc
- Advantage Office Products LLC
- AKJ Education
- Apperson Education Products Inc.
- Apple Books LLC
- Barnes and Noble Booksellers Inc
- Beckers School Supplies
- Bellwether Media
- Benchmark Education Company LLC
- Big Books By George
- Billingsley Education
- BookPal LLC
- BOUND TO STAY BOUND BOOKS INC.
- Brewer Educational Resources Inc
- Brewer Learning Company
- BRODART CO
- Carolina Biological Supply Company
- Carson Dellosa Education
- Cengage Learning Inc
- Cherry Lake Publishing and Sleeping Bear Press

- CompuScholar Inc
- Delaney Educational Enterprises
- Demco Inc
- EAI Education
- EPS Operations LLC
- Express Booksellers LLC
- Follett Content Solutions LLC
- Footsteps2Brilliance Inc
- Forde-Ferrier LLC
- Frog Publications Inc
- Frog Street Press LLC
- Gareth Stevens Publishing
- Garrett Book Company
- Hexagramm US LLC
- Insignia Software Corporation
- Intervene K-12
- Istation
- J. Waite Services, Inc.
- Junior Library Guild
- Kaplan Early Learning Company
- Keystone Books and Media
- Lakeshore Learning Materials, LLC
- Laprea Education
- LECTORUM PUBLICATIONS INC
- Lerner Publishing Group
- Libraria
- LibraryPass Inc
- Magazine Subscription Service Agency
- Magazine Subscriptions PTP
- Maker Maven LLC
- MindRise Learning LLC
- MPS Co Bedford Freeman and Worth
- National Educational Systems Inc
- NATIONAL SCHOOL PRODUCTS
- North Star Editions
- OneSeventeen Media
- Pacific LearningInc.
- PCS Edventures
- Perma-Bound Books
- Playaway Products LLC

- Prestwick House Inc
- QEP Professional Books QEP
- Rainbow Book Company
- RB Books and Media
- Read to Them
- Renaissance Learning Inc Renaissance
- Rosen Classroom Rosen
- Scholastic Inc
- Sebco Books
- Seidlitz Education LLC
- Speech Corner
- StickTogether
- SUPER DUPER PUBLICATIONS
- Superior Text LLC
- Supreme Company Wholesaler of Books Inc
- Teachers Discovery Inc
- Textbook Warehouse
- The Awareness and Compassion Project
- The Creative Company (J Appleseed Inc)
- The Library Furniture Guy
- The Library Store Inc TLS
- The Reading Warehouse Readir
- Vista Higher Learning Inc
- Zaner Bloser Inc ZB

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Amazon Business

Reshape Buying for Your Organization

Amazon Business helps you reshape buying by combining the selection, convenience, and value you expect from Amazon, with features that transform everyday operations. This online store provides tools to guide users to preferred products, approval workflows, analytics, seller certifications, and flexible account settings. Access hundreds of millions of products from hundreds of thousands of suppliers across multiple product categories like office supplies, IT products, MRO, and more all in one place.



The Gold Partnership Excellence Award represents the pinnacle of collaborative achievement. This prestigious medallion is bestowed upon our most outstanding suppliers, celebrating their unwavering commitment to fostering a strong nership. Distinguished by th mutual success, Go unparalleled excellence in driving growth and embodying the spirit of true collaboration. This

Hi! Have a question? I'm here to help.

- Original RFP Document
- RFP Questions and Answers
- Proof of Publication
- RFP Request List

Online Marketplace for the Purchase of Products and Services

Prince William County Public Schools, VA

Contract Number: R-TC-17006

Initial Term: January 19, 2017 through January 18, 2022

Renewal Options: Option to renew for three (3) additional two-year periods through January 18, 2028

RENEWED THROUGH January 18, 2026

Executive Summary

- OMNIA Partners - Executive Summary
- PWCPS - Executive Summary
- Uniform Guidance
- Due Diligence
- EDGAR Information

Master Agreement Documents

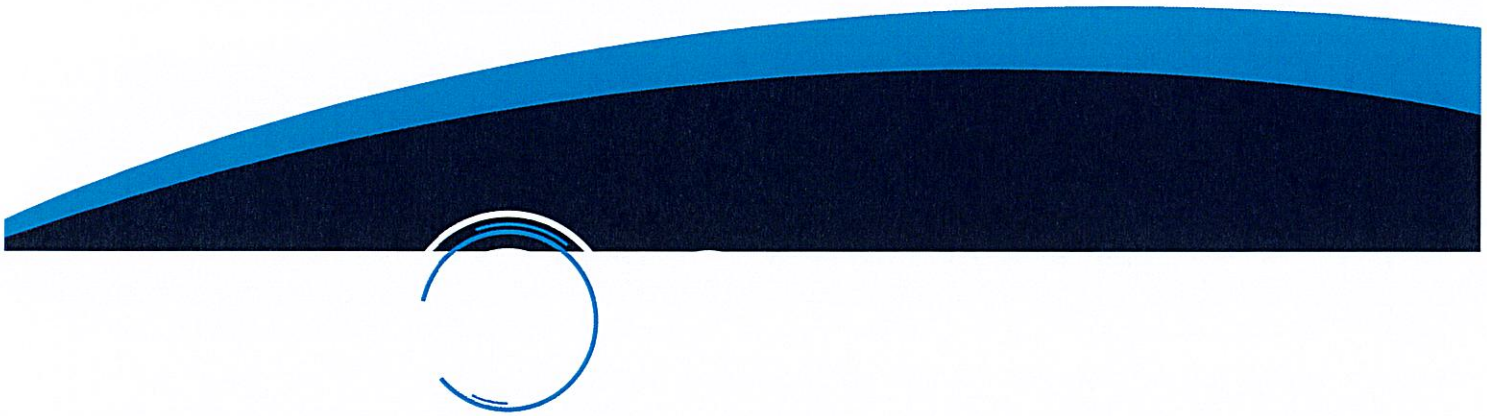
- Official Signed Contract
- New Jersey LFN Packet
- Contract Amendments - PWCPS Modifications
- Contract Renewal 1
- Contract Renewal 2

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- Addendum 1 - T-TC-17006
- Proof of Publication



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

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BuyBoard Vendor Contract Information Summary

Vendor	Children's Plus, Inc. /dba/ Libraria
Contact	John G. Walsh
Phone	(800) 230-1279
Email	orders@hellocpi.com
Vendor Website	www.hellocpi.com
TIN	36-4078966
Address Line 1	1387 Dutch American Way
Vendor City	Beecher
Vendor Zip	60401
Vendor State	IL
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
Certificate Number	N/A
Certifying Agency	N/A
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Library Books, Used Textbooks, and Other Books
Contract No.	702-23
Effective	06/01/2023
Expiration	05/31/2026
Accepts RFQs	Yes
Return Policy	100% satisfaction guaranteed. A call tag is issued for returns with no restocking fee. Credit is issued when product is

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BuyBoard Vendor Contract Information Summary

Vendor	Gumdrop Books
Contact	Customer Service Lori Nashan
Phone	800-821-7199
Email	wecare@gumdropbooks.com
Vendor Website	www.gumdropbooks.com
TIN	43-1057878
Address Line 1	P. O. Box 505
Vendor City	Bethany
Vendor Zip	64424
Vendor State	MO
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 60
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	All States
Contract Name	Library Books, Used Textbooks, and Other Books
Contract No.	702-23
Effective	06/01/2023
Expiration	05/31/2026
Accepts RFQs	Yes

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BuyBoard Vendor Contract Information Summary

Vendor	Barnes & Noble Booksellers, Inc.
Contact	Business Development Team
Phone	2126333300
Email	businessdevelopmentbids@bn.com
Vendor Website	www.barnesandnoble.com
TIN	13-4030389
Address Line 1	33 East 17th Street
Vendor City	New York
Vendor Zip	10003
Vendor State	NY
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	All States
Contract Name	Library Books, Used Textbooks, and Other Books
Contract No.	702-23
Effective	06/01/2023
Expiration	05/31/2026
Accepts RFQs	Yes
Quote Reference Number	702-23
Return Policy	Purchases are non-returnable. However, should your product arrive damaged or defective, please reach out to your local Business Development Manager.

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BuyBoard Vendor Contract Information Summary

Vendor	Mackin Educational Resources
Contact	Orders Department
Phone	800-245-9540
Email	orders@mackin.com
Vendor Website	www.mackin.com
TIN	41-1658426
Address Line 1	3505 County Road 42 West
Vendor City	Burnsville
Vendor Zip	55306
Vendor State	MN
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days
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	Yes
Certificate Number	WBE2100880
Certifying Agency	Women's Business Enterprise National Council
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	Yes
ESCs	All Texas Regions
States	All States
Contract Name	Library Books, Used Textbooks, and Other Books
Contract No.	702-23
Effective	06/01/2023
Expiration	05/31/2026
Accepts RFQs	Yes
Quote Reference Number	BUYTX2

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BuyBoard Vendor Contract Information Summary

Vendor	The Penworthy Company, LLC
Contact	Holly Ritz
Phone	414-921-1508
Email	bid.administrator@penworthy.com
Vendor Website	www.penworthy.com
TIN	81-2043142
Address Line 1	219 N Milwaukee St. Ste.4
Vendor City	Milwaukee
Vendor Zip	53202
Vendor State	WI
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days
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	All States
Contract Name	Library Books, Used Textbooks, and Other Books
Contract No.	702-23
Effective	06/01/2023
Expiration	05/31/2026
Accepts RFQs	Yes

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Contract Details: # 715-M2

Number	715-M2
Description	Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services
Category	Managed
Type	Term
Start Date	6/29/2020
End Date	10/31/2025
Purchase Category Code (Agencies Only)	PCC C
Optional Renewal Terms	Extension: November 1, 2024, through October 31, 2025
Purchase Orders	Customers will issue an internal purchase order that references this CPA Contract Number and current item description(s) and pricing as stated on this contract. The Contractor will not ship any products or provide related services until receipt of a Purchase Order generated by the State Agency, Higher Education or Cooperative member.
NIGP Codes(s)	52510 ; 52520 ; 52540 ; 71504 ; 71510 ; 71546 ; 71555 ; 95610
CPA Contract Management	Questions regarding contract management issues, price changes, amendments or other post-award concerns should be directed to: SPD Contract Management Office (SCMO) Texas Comptroller of Public Accounts (CPA) Phone: (512) 463-3034 option 3 Email: spd.cmo@cpa.texas.gov (mailto:spd.cmo@cpa.texas.gov)

Contract Items and Pricing	**Customers should contact the applicable company representative in order to set up an account.** 715-M2 Baker & Taylor, LLC Price Sheet (http://www.txsmartbuy.gov/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20B&T%20TSB%20Contract%20Item%20Listing.pdf) 715-M2 Brodart Co. Price Sheet (http://www.txsmartbuy.gov/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Brodart%20TSB%20Contract%20Item%20Listing.pdf) 715-M2 Yankee Book Peddler, Inc. dba GOBI Library Solutions from EBSCO Price Sheet (http://www.txsmartbuy.gov/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20GOBI%20Library%20Solutions%20from%20EBSCO%20TSB%20Contract%20Item%20Listing.pdf) 715-M2 Ingram Library Services LLC Price Sheet (http://txsmartbuy.gov/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Ingram%20TSB%20Contract%20Item%20Listing_10_04_2023.pdf) 715-M2 Midwest Library Service, Inc. Price Sheet (http://www.txsmartbuy.gov/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Midwest%20Library%20Service%20TSB%20Contract%20Item%20Listing.pdf) 715-M2 Midwest Tape, LLC Price Sheet (http://www.txsmartbuy.gov/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Midwest%20Tape%20TSB%20Contract%20Item%20Listing.pdf) 715-M2 ProQuest, LLC Price Sheet (http://www.txsmartbuy.gov/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20ProQuest%20TSB%20Contract%20Item%20Listing.pdf)

Warranty Details	**Warranty/Guarantee** Each product proposed is to be warranted against defects in workmanship and material for a period of ninety (90) days or the duration of the manufacturer's standard warranty, whichever is longer, following Customer's acceptance. If no time or specific protocol for acceptance is specified elsewhere in the Contract or the Customer purchase order, items are presumed accepted ten (10) working days after receipt. The warranty will apply to any warranty service or repair requested by Customer during the warranty period by contacting the Contractor or Contractor's designee with such request, regardless of the amount of time required to complete the requested warranty service or repair. It is the intention of the parties to this Contract that Contractor's warranty obligations hereunder will survive the termination of this Contract. **Replacement** 1) Contractor must guarantee replacement of improperly manufactured products due to defective materials or product during the initial Contract period and any exercised renewal options. 2) Contractor must guarantee replacement or compensation to Customer if Contractor damages Customer's property when applying ancillary or processing services. 3) The replacements must be processed and received by the Customer within two weeks of written notification. 4) Contractor will provide replacement free of any charge, including any shipping necessary to return the product when necessary. 5) Contractor will either replace the product with new product or refund the full purchase price of the product, whichever the Customer prefers.
Adding New Products to the Contract	Additional products or services of the same general category that are not already on the contract may be added by submitting an Open Market Requisition (https://comptroller.texas.gov/purchasing/forms/) to the Statewide Contract Development section at open.market@cpa.texas.gov (mailto:open.market@cpa.texas.gov).
Delivery Delays by Contractor	If delay is foreseen, Contractor shall give written notice to the Customer and must keep Customer advised at all times of status of order. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Customer to purchase goods and services of this contract elsewhere and charge any increased costs for the goods and services, including the cost of re-soliciting, to the Contractor. Failure to pay a damage assessment is cause for contract cancellation and/or debarment or removal of the contractor, as applicable, from the State's Centralized Master Bidders List (CMBL).
Compliant Products by Contractor	Delivery does not occur until the Contractor delivers products, materials or services in full compliance with the specifications to Customer's F.O.B. destination, unless delivery is specifically accepted, in whole or in part, by the Customer. Providing products, materials or services which do not meet all specification requirements does not constitute delivery. Customer reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.

Purchase Order Cancellations	The Customer may request that a Contractor cancel a specific line item or an entire purchase order. There shall be no fees charged for cancellation of an item and/or order prior to shipment by the Contractor. A Purchase Order Change Notice should be processed and sent to Contractor.
Restocking Fee	The Customer may request that a Contractor accept return of products already delivered. If the return is required through no fault of the Contractor, the Contractor may request a reasonable restocking charge. The Customer may pay a restocking charge if the CPA or Customer determines that the charge is justifiable. As a guideline, such charges shall not exceed 10% for contractors.
Substitutions	During the Contract term, the Contractor shall not substitute a product or brand unless the Contractor has obtained prior written approval from the CPA Contract Manager in coordination with the Customer. The Contractor must have written confirmation from the CPA Contract Manager of the substitution before making delivery.
Contract Performance	The Statewide Procurement Division Contract Management Office (SCMO), a division of the Comptroller of Public Accounts (CPA), administers a vendor performance program for use by all customers per Texas Government Code (TGC), §2262.055, and 34 Texas Administrative Code (TAC), §20.108. The Vendor Performance relies on the customer's participation in gathering information on vendor performance. State agency customers shall report vendor performance on purchases of $25,000 or more from contracts administered by CPA, or any other purchase of $25,000 or more made through delegated authority granted by CPA (TAC 20.108), or purchases exempt from CPA procurement rules and procedures. State agencies are additionally encouraged to report vendor performance on purchases under $25,000. Vendor Performance shall be reported through the CPA VENDOR PERFORMANCE TRACKING SYSTEM. (https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/) The purpose of the Vendor Performance Tracking System is to: • Identify vendors that have exceptional performance • Aid purchasers in making a best value determination based on vendor past performance • Protect the state from vendors with unethical business practices • Track vendor performance for delegated and exempt purchases

Contractors

Contractor VID: 14731799749
Contractor: Baker & Taylor, LLC
Contact Name: Wendy Hardy
Email: wendy.hardy@baker-taylor.com
Phone: (800) 775-1200 x2776
Alternate Contact Name: Stefanie Kremer
Alternate Email: stefanie.kremer@baker-taylor.com
Alternate Phone: (704) 998-3135
Address: 2810 Coliseum Centre Drive Suite 300 Charlotte, NC 28217

Contractor VID: 12322487583
Contractor: Brodart Co.
Contact Name: Mary Miller

Email: mary.miller@brodart.com
Phone: (800) 233-8467
Alternate Contact Name: Lisa Miosi
Alternate Email: lisa.miosi@brodart.com
Address: 500 Arch Street Williamsport, PA 17701

Contractor VID: 16217466966
Contractor: Ingram Library Services LLC
Contact Name: Stephen Casey
Email: stephen.casey@ingramcontent.com
Phone: (214) 952-6310
Alternate Email: ils.orders@ingramcontent.com
Address: One Ingram Blvd. La Vergne,TN 37086

Contractor VID: 14308345058
Contractor: Midwest Library Service, Inc.
Contact Name: Trish Banta
Email: banta@midwestls.com
Phone: (800) 325-8833
Alternate Contact Name: Herbert Lesser
Alternate Email: hlesser@midwestls.com
Address: 11443 St. Charles Rock Rd. Bridgeton, Missouri 63044

Contractor VID: 13714996868
Contractor: Midwest Tape, LLC
Contact Name: Janet Timm
Email: jtimm@midwesttape.com
Phone: (800) 875-2785
Alternate Contact Name: Jeffery Jankowski
Alternate Email: jjankowski@midwesttape.com
Alternate Phone: (419) 868-9370
Address: PO Box 820 Holland, OH 43528

Contractor VID: 13920538553
Contractor: Proquest, LLC
Contact Name: Jess Snyder
Email: Proposals@proquest.com
Phone: (248) 496-1065
Address: Proquest, LLC 789 E. Eisenhower Parkway Ann Arbor, MI 48106

Contractor VID: 10203021430

Contractor: Yankee Book Peddler, Inc. dba GOBI Library Solutions from EBSCO
Contact Name: Bonnie LaRose
Email: bidadmin@ybp.com
Phone: (800) 258-3774 x8895
Alternate Contact Name: Kate Hartnett
Alternate Email: khartnett@ybp.com
Alternate Phone: (800) 258-3774 x8808
Address: 999 Maple Street Contoocook, NH 02339

Texas Comptroller of Public Accounts
Glenn Hegar

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Link Policy (https://comptroller.texas.gov/about/policies/links.php)
Search from the Texas State Library (https://www.tsl.texas.gov/trail/index.html)
Texas Homeland Security (https://www.dhs.gov/see-something-say-something/reporting/texas)
Public Information Act (https://comptroller.texas.gov/about/policies/open-records/public-information-act.php)
Texas Secretary of State (https://www.sos.state.tx.us/)
HB 855

Other State Sites

Texas.gov (https://texas.gov)
Texas Records and Information Locator(TRAIL) (https://www.tsl.state.tx.us/trail/)
State Link Policy (https://dir.texas.gov/resource-library-item/state-website-linking-privacy-policy)
Texas Veterans Portal (https://veterans.portal.texas.gov)

City of Laredo

City Council

Meeting Date: 3/17/2025 **Resolution 28.**

SUBJECT
A resolution of the City Council of the City of Laredo, Texas authorizing the City Manager to submit a grant application in the estimated amount of $30,700.00 to the Office of the Governor, Public Safety Office, Criminal Justice Division for the FY2026 Violence Against Women Justice and Training Program Grant for the period of October 1, 2025 through September 30, 2026. This grant will provide funding for Crimes Against Women training intended for Laredo Police Department personnel. The 30% required match for the City of Laredo is approximately $9,200.00. Grant funding will be accounted for in the Special Police Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The Violence Against Women Justice and Training Program Grant is offered through the Office of the Governor, Public Safety Office, Criminal Justice Division. The purpose of this funding is to promote a coordinated, multidisciplinary approach to improve the justice system's response to violent crimes against women. These crimes include domestic violence, sexual assault, dating violence, and stalking. This program will enhance the police departments ability to investigate, prosecute, and convict suspects of violent crimes against women. Federal funding is authorized for these projects under the Violence Against Women Act of 2013. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Recommends that Council approves this resolution.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Special Police
Account #:	229-2315
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No financial impact until grant is awarded.

RESOLUTION 25-362

AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION IN THE ESTIMATED AMOUNT OF $30,700 TO THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION FOR THE FY2026 VIOLENCE AGAINST WOMEN JUSTICE AND TRAINING PROGRAM GRANT FOR THE PERIOD OF OCTOBER 01, 2025 THROUGH SEPTEMBER 30, 2026. THIS GRANT WILL PROVIDE FUNDING FOR CRIMES AGAINST WOMEN TRAINING INTENDED FOR LAREDO POLICE DEPARTMENT PERSONNEL. THE 30% REQUIRED MATCH FOR THE CITY OF LAREDO IS APPROXIMATELY $9,200.00. GRANT FUNDING WILL BE ACCOUNTED FOR IN THE SPECIAL POLICE FUND.

Whereas, the Office of the Governor, Criminal justice Division and the Laredo Police Department will provide training for Laredo PD personnel; and

Whereas, the City of Laredo designates the Interim City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate this grant on behalf of the City of Laredo; and

Whereas, the City of Laredo agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Criminal Justice Division grant application; and

Whereas, the City of Laredo agrees that in the event of loss or misuse of the Office of Governor funds, the City of Laredo assures that the funds will be returned to the Office of the Governor in full.

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

SECTION 1: Authorizing the City Manager to submit a grant application in the estimated amount of $30,700.00 to the Office of the Governor, Public Safety Office, Criminal Justice Division for the FY2025 Violence Against Women Justice and Training Program Grant for the period of October 01, 2025 through September 30, 2026. This grant will provide funding for Crimes Against Women training intended for Laredo Police Department personnel. The 30% required match for the City of Laredo is approximately $9,200.00. Grant funding will be accounted for in the Special Police Fund.

SECTION 2: It authorizes the City Manager to execute all necessary forms and documents to obtain said grant and to effectuate its items.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

Grant Number: 4862902

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____

MARIO I. MALDONADO
CITY SECRETARY

APPROVED AS TO FORM:

_____

JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 3/17/2025 **Consent Agenda 29.**

SUBJECT
Consideration to authorize the purchase of one (1) unmarked unit from Gunn Chevrolet, Selma, TX, in the amount of $72,329.15. The purchase of this vehicle shall be made utilizing the PACE (Purchasing Association of Cooperative Entities) Purchasing Program Fleet Vehicles, Contract No. P00302. Funding is available in the 2023 Certificate of Obligation Bond.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
Authorization is requested to purchase an unmarked vehicle for the Laredo Police Department utilizing the PACE Purchasing Program, Fleet Vehicles Contract No. P00302. Delivery is expected within ninety to one hundred and twenty (90-120) days after receipt of order.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this purchase be approved.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Bond
Account #:	476-2310-525.90-04
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
2023 Certificate of Obligation Bond 476-2310-525.90-04 PD2503

GUNN Acura
11911 IH 10 West
San Antonio, TX 78230
Phone: (210) 696-2232

GUNN BUICK GMC
16440 IH 35 North
Selma, TX 78154
Phone: (210) 599-5600

GUNN CHEVROLET
16550 IH 35 North
Selma, TX 78154
Phone: (210) 599-5000

GUNN Honda
14610 IH 10 West
San Antonio, TX 78249
Phone: (210) 680-3371

GUNN NISSAN
750 NE LOOP 410
San Antonio, TX 78209
Phone: (210) 496-0806

GUNN NISSAN of DENTON
5650 S Interstate 35 E
Corinth, TX 76210
Phone: (940) 270-9000

DEAL WORKSHEET

Deal # _____

BUYER INFORMATION

Date 02/21/2025
Buyer's Name City of Laredo
Co-Buyer's Name _____
Business Name City of Laredo
Address 1102 Bob Bullock Loop
City & State Laredo Zip 78043
Home Phone _____ Bus. Phone (956) 795-2821
Cell Phone _____ E-Mail lortiz2@ci.laredo.tx.us
Est. Delivery Date _____ Customer # _____
SalesPerson 1 Danny Mireles SalesPerson 1 ID # 151
SalesPerson 2 _____ SalesPerson 2 ID # _____

TRADE-IN INFORMATION

Yr. ____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

TRADE-IN INFORMATION

Yr. ____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

Stock # In Bound Vin # _____
Year 2025 Make Chevrolet
Model Tahoe Model Trim RST
Miles _____ Color Black 2WD
M.S.R.P. $73,125.00 Discount $1,422.60 O.S.P. $71,702.40

Dealer Installed Accessories *

1.	Deliver Fee	$310.00
2.	PACE COOP FEE	$300.00
3.		
4.		
5.		
6.		
7.		

Selling Price	$71,702.40
Plus Owed Accessories	$610.00
Selling Price w/ Accessories	$72,312.40
Sales Services Fee	
Trade-In Appraised Value	$0.00
Factory Rebate(s), if any	
Sub-Total	$72,312.40
State Motor Vehicle Sales Tax	$0.00
Dealer's Inventory Tax	$0.00
Lic., Title, Insp., R&B, Etag, Ins. Ver., Sys. Fees	$16.75
Balance Due on Trade-In	$0.00
Documentary Fee	$0.00
Total	$72,329.15
Deposit Receipt #	
Cash Down Receipt #	$0.00
Amount to Finance	$72,329.15

Payment estimates are based on a standard rate presented to all Gunn customers. Specific terms are subject to each individual customer's ability to meet the financial criteria established by third party lenders. Therefore, the terms shown above are not binding and are subject to change based upon individual customer qualifications.

Date 02/21/2025 ____ Buyer's / Co-Buyer's Signature: _____ Accepted _____

City of Laredo

City Council

Meeting Date: 3/17/2025 **Consent Agenda 30.**

SUBJECT
Consideration to authorize the purchase of one (1) unmarked unit from Sames Motor Company, Laredo, TX, in the amount of $48,653.00. The purchase of this vehicle shall be made utilizing the TIPS USA Purchasing Program, Contract No. 240901. Funding is available in the 2022 Certificate of Obligation Bond, 2023 Certificate of Obligation Bond, and 2024 Certificate of Obligation Bond.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
Authorization is requested to purchase an unmarked vehicle for the Laredo Police Department utilizing the TIPS USA Purchasing Program, Contract No. 240901. Delivery is expected within ninety to one hundred twenty (90-120) days after receipt of order.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this purchase be approved.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Bond
Account #:	475, 476, 477
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
2022 Certificate of Obligation Bond 475-2310-525.90-04, PD2503
2023 Certificate of Obligation Bond 476-2310-525.90-04, PD2503
2024 Certificate of Obligation Bond 476-2310-525.90-04, PD2503

QUOTE

THE ULTIMATE FLEET MANAGEMENT SOLUTION PROVIDER

Sames Texas' Oldest Dealership — Government Fleet Sales

QUOTE#: SAG357
DATE: 02/25/2025
EXPIRES: 03/28/2025

QUOTE FROM:
Sames LAREDO Ford
6001 San Dario Ave
Laredo, TX 78041
DAVID LOWRY | 956-482-7507 | DLOWRY@SAMES.NET

QUOTE FOR:
City of Laredo
4712 Maher Avenue
Laredo, Texas 78041

VEHICLE INFORMATION:

YEAR|MAKE|MODEL	CONTRACT#	COLOR	QUANTITY	PRICE	TOTAL
2025 F-150 145 in. Wheelbase, STX 4x2 SCrew SS 5.5 Box	TIPS 240901	CARBONIZED GRAY METALLIC	1	$48653.00	$48,653.00

DESCRIPTION:
2.7L V6 EcoBoost engine with auto start-stop technology
Electronic 10-speed automatic transmission with SelectShift
Rear-wheel drive
3.55 axle ratio
36-gallon fuel tank
Class IV towing equipment with hitch and trailer sway control
Electric power-assist steering
4-wheel disc brakes with ABS

OPTIONS | UPGRADE

DESCRIPTION	QUANTITY	PRICE	TOTAL
			$0.00

UPFITTER INFORMATION

QUOTE#	CONTRACT #	QUANTITY	PRICE	TOTAL
				$0.00

TRADE-IN INFORMATION

YEAR|MAKE|MODEL	VIN#	TOTAL
		-
		-

TRANSPORT	**$0.00**
GRAND TOTAL	**$48,653.00**

TERMS AND CONDITIONS:

BALANCE ON THE VEHICLE IS DUE 30 DAYS AFTER DELIVERY TO THE UPFITTER OR CUSTOMER. $500 MONTHLY FLOOR PLAN INTEREST WILL BE ADDED TO ANY UNPAID BALANCE BEYOND THE NET 30 TERMS.

VISIT US:

City of Laredo

City Council

Meeting Date: 3/17/2025 **Consent Agenda 31.**

SUBJECT
Consideration to authorize a purchase contract with Motorola Solutions, Inc., in the amount of $169,965.28 to purchase portable radio units and a dispatch radio console. This purchase of the portable radio units will be made through the HGACBuy, Contract# 17724 - HGAC (TX) and the dispatch radio console will be made through the Texas DIR-CPO-5433 contract. Funding is available in the 2013 Public Property Finance Contractual Obligation (PPFCO), 2014 PPFCO, 2018 PPFCO, 2019 PPFCO, and 2019 Certificate of Obligation Bond.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
Authorization is requested to purchase portable radio units and a dispatch radio console for the Community Service Officers. This equipment is being purchased from Motorola Solutions, Inc. through the HGACBuy, Contract# 17724 - HGAC (TX) and Texas DIR-CPO-5433 contract.

Motorola Quotes:
Portable Radio Units QUOTE-3005075 - $70,317.28
Dispatch Radio Console QUOTE - $99,648.00

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this purchase be approved.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Bond & PPFCO
Account #:	Various
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding for the purchase of portable radio units and the dispatch radio console is available in the 2013 Public Property Finance Contractual Obligation (PPFCO), 2014 PPFCO, 2018 PPFCO, 2019 PPFCO, and 2019 Certificate of Obligation Bond, Project#PD2407.

CITY OF LAREDO MCC7500E DISPATCH CONSOLE ADD (Fourth Position)

MOTOROLA

The design, technical, and cost information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

February 17, 2025

Mr. JC Pruneda
Denton County
Street Address
City, State Zip

Subject: MCC 7500E Console Expansion

Dear Mr. Pruneda,

Motorola Solutions, Inc. (“Motorola”) is pleased to have the opportunity to provide the City of Laredo with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs. Motorola’s Proposal will provide the City of Laredo with on additional MCC7500E operator position. This proposal assumes that this additional position is implemented in conjunction with the previously ordered two additional positions.

This proposal is subject to the terms and conditions of the enclosed Motorola proposal and the Texas DIR-CPO-5433 contract, its Exhibits, and applicable Addenda, and remains valid for a period of ninety (90) days from the date of this cover letter. This proposal may be accepted by issuing a □□□□ed purchase order that specifically references “subject to the terms and conditions of Motorola’s Proposal dated 2□17□2025 and the Texas DIR-CPO-5433 contract.” Motorola would be happy to discuss any questions the City may have about the proposal.

We thank you for the opportunity to furnish the City of Laredo with “best in class” solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.
Chris Matthieu
Area Sales Manager

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SECTION 1

SYSTEM DESCRIPTION

1.1 SYSTEM OVERVIEW

Motorola is pleased to present the City of Laredo with a proposal to add one (1) additional MCC7500E console to their existing five (5) MCC7500 console system (VPM based). Motorola understands that the City will be purchasing another Motorola proposal which includes adding the upgrades of the existing five (5) MCC7500 consoles to MCC7500E consoles via the City's Lifecycle Service Agreement and adding two (2) new MCC7500E's consoles. Motorola assumes the aforementioned proposal and this proposal will be purchased before end of year, therefore this proposal will be implemented together and the resource admin time has been adjusted to reflect both proposals to be run as a single, joint project. Meaning there will be only one Customer Design Review to include both projects, and the project meetings will cover both projects.

For this single add MCC7500E console the existing dispatch LAN switch will be reused. A backup APX6500 control station is included for the MCC7500E dispatch console with a new antenna system. This single add MCC7500E will create a 9th MCC7500E dispatch console position.

1.2 PROPOSED MCC 7500E EQUIPMENT

The additional single MCC7500E Console for City of Laredo will consist of the following equipment:

- MCC 7500E operator position with CommandCentral Hub and keyboard and mouse
- 22-inch touch LCD monitor
- MCC7500E ASTRO 25 Trunking Operation license
- MCC 7500E Basic Console Functionality software license
- MCC7500E Advanced Conventional Operation license
- MCC7500E IED Operation license
- MCC7500E Secure Operation License – Supports ADP/AES/DES-OFB Algorithm
- MCC7500E 160 Radio Resource License
- Enhanced Instant Recall Recorder (IRR) software license
- IRR Playback Speakers
- Operator Position Speakers
- Headset Jacks
- Headset
- Gooseneck Microphone
- PTT Footswitch

As part of the backup mobile the following equipment is proposed with the position:

- One (1) 7/800 APX6500 Mobile with Antenna System

Use or disclosure of this proposal is subject to the restrictions on the cover page.

1.3 MCC 7500E DISPATCH CONSOLE

The MCC 7500E IP dispatch console is a Motorola mission critical wire-line radio dispatch console system. The MCC 7500E is built on the MCC 7500 high-tier radio dispatch console platform and re-uses the MCC 7500 GUI. The MCC 7500E console offers mobility and versatility at a reduced footprint than the MCC 7500 console. The console provides dispatch users with reliable and convenient access to radio resources within the ASTRO 25 infrastructure. The MCC 7500E is offered in a small form factor PC.



The MCC 7500E console delivers true wire-line capability including Console Priority to give dispatchers immediate access to a talkgroup or conventional channel.

The MCC 7500E requires no external voice processing hardware (no VPM hardware) to perform dispatch operations. Audio vocoding and encryption are performed under the Windows Operating System. The MCC 7500E supports software based end-to-end encryption. Software based encryption is supported with a key file import for systems with the Key Management Facility system. The reduced hardware configuration is ideal for installation in limited spaces.

1.4 ASSUMPTIONS

- Motorola assumes the previous console add/upgrade proposal being purchased by the City will be implemented together with this project. This proposal will not be treated as a separate proposal. If there is a greater than a 60 day period between the receipt of both POs, a change order will be required for the extended projection duration required to complete. If only one proposal is purchased, a change order will be required to adjust for the necessary resource time.
- Any location upgrades or modifications are the responsibility of the City.
- The City will provide a 20A Quad Outlet within 6ft of the dispatch console position equipment to provide the necessary power to the dispatch console equipment. No UPS have been included as part of this proposal.
- The City will provide the dispatch furniture on which the proposed MCC7500E console position could be installed on.
- Existing conduits and core bore openings will be available for use during antenna system cable installation at the dispatch site.
- The City will program the proposed backup APX 6500 control station.
- No new console template is required. Existing template shall be used.
- Motorola assumes the control station shall be able to communicate as needed. No coverage guarantee is included. In the event that a design change is required, a change order will be required and any cost associated will be the responsibility of the customer.
- A lifecycle support notice has been issued for the MCC7500E; the current MCC7500E platform will no longer be supported beyond the announced End of Support date. The customer has been advised the next generation AXS console platform is available for purchase. SUA II does not cover product platform migrations. The customer understands the Platform Migration and has requested a quote of the MCC7500E product platform.

SECTION 2

STATEMENT OF WORK

2.1 OVERVIEW

The document delineates the responsibilities between Motorola and City of Laredo as agreed to by contract.

The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Customer
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 8 a.m. to 5:00 p.m. local time with the exception of Motorola Solutions' and the Customer's holidays.	X	
Deliverable: Completed and approved project milestones throughout the project.		

Tasks	Motorola Solutions	Customer
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	X
Present equipment layout plans and system design drawings.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Assume liability and responsibility for providing all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
SITE PREPARATION AND DEVELOPMENT		
Site Planning		
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.		X

Tasks	Motorola Solutions	Customer
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Provide adequate electrical power in proper phase and voltage at sites.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Modify rooftop to ensure that they are capable of supporting proposed antenna loads as described in the system description, if necessary.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	X	
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Deliverable: Information and permitting requirements completed at each site.		
General Facility Improvements		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Deliverable: Sites meet physical requirements for equipment installation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment as proposed.	X	
Deliverable: Equipment procured and ready for shipment.		

Tasks	Motorola Solutions	Customer
Equipment Shipment and Storage		
Provide secure location for solution equipment.	X	
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.	X	
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Note any required changes to the installation for inclusion in the “as-built” system documentation.	X	
Deliverable: Equipment installed.		
Console Installation and Configuration		
Identify circuits for connection to console and a demarcation point located within 25 feet of the console interface.		X
Provide console furniture and make room for new console installation.		X
Connect console to circuit demarcation points.	X	
Install CommandCentral Hub and all associated console equipment at each position.	X	

Tasks	Motorola Solutions	Customer
Install peripheral console equipment in accordance with R56 standards and state/local codes.	X	
Perform console programming and configuration.	X	
Deliverable: Console equipment installation completed.		
SYSTEM OPTIMIZATION AND TESTING		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Cutover		
Finalize Cutover Plan.	X	X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.		X
Cut over users and ensure that user radios are operating on system.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	

Tasks	Motorola Solutions	Customer
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

2.2 SCHEDULE

Below is a high level schedule of tasks with an approximate timeline and order of events. A final project schedule will be developed based upon mutual agreement between Motorola Solutions and City of Laredo at the Detailed Design Review (DDR). The equipment order/ship timeline reflected below is the average lead time for materials. The duration may be impacted by global supply chain shortages.

High level schedule:

PROJECT PHASE	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Project Kickoff								
Design / Order								
Manufacture								
Install Dispatch								
Program / Config / Optimize								
Testing								
Cut-Over (Go-Live)								
Final Acceptance								

SECTION 3

ESSENTIAL PLUS SERVICES

3.1 OVERVIEW

Essential Plus Services for ASTRO® 25 infrastructure will provide City of Laredo with the support needed to detect and resolve unforeseen issues. Essential Plus Services consist of the following elements:

- Network Hardware Repair
- Security Update Service (SUS)
- On-site Infrastructure Response
- Annual Preventive Maintenance
- Remote Security Update Services

Together, these elements will help to avoid operational disruptions and maintain the value of City of Laredo's communications investment.

3.2 ESSENTIAL PLUS ELEMENT DESCRIPTIONS

The following sections describe the elements proposed for City of Laredo's ASTRO 25 infrastructure.

3.2.1 Network Hardware Repair

To restore City of Laredo's ASTRO 25 network components if they malfunction, Motorola Solutions will repair Motorola Solutions-provided infrastructure equipment. This includes select third-party infrastructure equipment supplied by Motorola Solutions. Motorola Solutions will ship and return repaired equipment, and will coordinate the repair of third-party solution components.

3.2.2 Security Update Service

Commercial security software updates are often designed without consideration for specialized systems like radio communications networks. Therefore, they may at sometimes inadvertently disrupt ASTRO 25 networks such as the one proposed to City of Laredo. Motorola Solutions will test anti-virus, operating system and other software patches to check their compatibility with ASTRO 25.

Once tested, Motorola Solutions will post the updates to a secured extranet website and send an email notification to City of Laredo. If there are any recommended configuration changes, warnings or workarounds, Motorola Solutions will provide detailed documentation along with the updates on the website. When tested updates have been posted, City of Laredo will need to download and install them.

3.2.3 On-site Infrastructure Response

Motorola Solutions will provide repair service from trained and qualified technicians. Once dispatched, technicians will travel to City of Laredo's ASTRO 25 network location to diagnose issues and restore functionality. These technicians will run diagnostics on hardware to identify defective components, and repair or replace them as appropriate. Infrastructure Response times are based on a given issue's impact on overall system function.

Travel times and service levels are governed by local geography. Motorola Solutions will provide additional information in the Statement of Work for ASTRO 25 Essential Plus Services and in the Customer Support Plan agreed between City of Laredo and Motorola Solutions.

3.2.4 Annual Preventive Maintenance

Motorola Solutions will annually test and service network components. Qualified field technicians will perform routine hands-on examination and diagnostics of network equipment to keep them operating according to original manufacturer specifications.

3.2.5 Remote Security Update Service

Real-time, continuous ASTRO® 25 radio communications network monitoring and event management. Using sophisticated tools for remote monitoring and event characterization, Motorola will assess events, determine the appropriate response and initiate that response. Possible responses include remotely addressing the issue, escalation to product technical support groups, and dispatch of designated field technical resources.

3.3 MOTOROLA SOLUTIONS SERVICE DELIVERY ECOSYSTEM

Essential Plus Services are delivered through a tailored combination of field service personnel, centralized teams, product repair depots and Customer Hub. These service resources will collaborate to swiftly analyze network issues, accurately diagnose root causes, and efficiently resolve issues to return the network to normal operation.

Motorola Solutions services will be delivered by staff experienced in servicing mission-critical networks. Motorola Solutions uses the Information Technology Infrastructure Library (ITIL) framework to define service tasks based on industry-recognized best practices. As staff perform tasks, service incident information will be available to City of Laredo's administrators and personnel through Customer Hub.

Service activities and Motorola Solutions' service team are described in more detail below.

3.3.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization. This TL 9000/ISO 9001-certified organization is staffed 24x7x365 by experienced service desk specialists, security analysts and operations managers. The CMSO houses critical central functions, including the Service Desk.

The CMSO Service Desk will serve as a single point of contact for services. It processes service requests, service incidents, change requests, and dispatching. The Service Desk communicates necessary information to stakeholders, bridging communications among City of Laredo, Motorola Solutions, and third-party subcontractors.

Service Desk teams record, track, and update incidents through the Motorola Solutions Customer Relationship Management (CRM) system. They document and respond to inquiries, requests, concerns and service tickets. When an incident is initiated, the CMSO will engage with teams to resolve that incident. The CMSO will escalate to new teams when needed. Depending on the incident, the CMSO will coordinate incident resolution with local field service and authorized repair depots.

3.3.2 Field Service

Motorola Solutions authorized and qualified field service technicians will perform the On-site Infrastructure Response service, repair malfunctioning hardware in the field, and conduct preventive maintenance tasks. These technicians will coordinate with the Service Desk, technical support teams, and product engineering as needed to resolve incidents.

3.3.3 Repair Depot

The Motorola Solutions Repair Depot will provide City of Laredo with a central repair location. This will eliminate the need to send network equipment to multiple vendor locations for repair. Motorola Solutions tracks products sent to the Depot via a case management system throughout the repair process. This system will enable City of Laredo's representatives to check repair status, from inbound shipment to return.

3.3.4 Customer Support Manager

A Motorola Solutions Customer Support Manager (CSM) will be City of Laredo's key point of contact for the definition and administration of services. The CSM will work with City of Laredo to define service delivery details to address City of Laredo's specific priorities.

3.3.5 Customer Hub

To provide City of Laredo with quick access to service details, Motorola Solutions will provide our Customer Hub online network information tool. Customer Hub provides our customers with real-time critical network and services information through an easy-to-use graphical interface.



Figure 1-1: Customer Hub offers real-time, role-based access to critical network and services information.

With Customer Hub, City of Laredo's administrators will be able to monitor system health and maintenance updates. Capabilities include:

- Viewing network and support compliance
- Viewing incident reports
- Updating and creating incidents
- Checking system update status
- Receiving pro-active notifications regarding updates

Available 24x7x365 from any web-enabled device, the information provided by Customer Hub will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.

4.1.1 System Upgrade Agreement II

The System Upgrade Agreement II (SUA II) service provides public safety radio system release updates on a consistent, budgeted plan. These updates maintain reliable network operations and cybersecurity protection. In addition, SUA II keeps City of Laredo's ASTRO 25 network compatible with expansion elements, as well as new products or features. With SUA II, City of Laredo's network will remain on a release that qualifies for support services.

Motorola Solutions will deliver SUA II in two-year periods, with up to one update in each period. The SUA II service includes the following:

- **Software Release Updates** - Motorola Solutions-certified software that improves network functions over previous releases. This also includes commercial operating system and application software updates.

SECTION 4

PRICING SUMMARY

Motorola is pleased to provide the following equipment and services to City of Laredo

Description	Price ($)
Equipment	$34,764
Installation	$75,300
DIR Contract Discount	(-$10,416)
Total System	**$99,648**

Due to significant market volatility and material price fluctuations in raw materials such as steel, copper, finished wood and concrete, in the event of a cost increase in material, equipment or energy occurring during implementation of the project through no fault of Motorola Solutions, the contract price, time of completion and/or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the contract documents. Motorola Solutions reserves the right to apply a fuel surcharge to the quoted freight rates on all shipments based on the cost of diesel at the time of shipment.

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase

1. 50% of the Contract Price due upon contract execution (due upon effective date); and

2. 50% of the Contract Price due upon Final Acceptance.

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

SECTION 5

CONTRACTUAL DOCUMENTATION

This proposal is subject to the terms and conditions of the enclosed Motorola proposal and the Texas DIR-CPO-5433 contract, its Exhibits, and applicable Addenda, and remains valid for a period of ninety (90) days from the date of the cover letter. This proposal may be accepted by issuing a □□□□ed purchase order that specifically references “subject to the terms and conditions of Motorola’s Proposal dated 2□17□2025 and the Texas DIR-CPO-5433 contract”.

● Data Location

○ Disclaimer: Data for the State of Texas Customer may be exported by Provider if (1) access is needed for internal business purposes such as processing orders or invoices to Poland, or (2) access to Customer Data is necessary to enable third tier development support personnel located outside of the United States to perform fixes or other remedial services associated with the products and services purchased hereunder.

● Product Accessibility

○ Disclaimer: Motorola provides products geared towards law enforcement professionals in their day-to-day operations and as such, our mobile video products are provided to work in and be supported in that environment. This Agreement encompasses a large variety of products, and as such accessibility for mobile video products may vary based on its environment and function, as such the accessibility requirements in this section shall not apply to Mobile Video Products. To the extent that accessibility standards could be applicable and/or commercially feasible for the applicable products and their environment, the DIR agencies may request that Motorola either provide the most recent VPAT assessment (if available) or respond to an accessibility information request within a reasonable timeframe.

● Limitation of Liability

○ The liability for damages in any claim or cause of action arising under or related to the Purchase Order contemplated herein shall not exceed two times (2x) the total value of the Purchase Order. Such value includes all the amounts paid and amounts to be paid over the life of the Purchase Order to Motorola by Customer as described in the Purchase Order.

● License Agreement Term and Termination

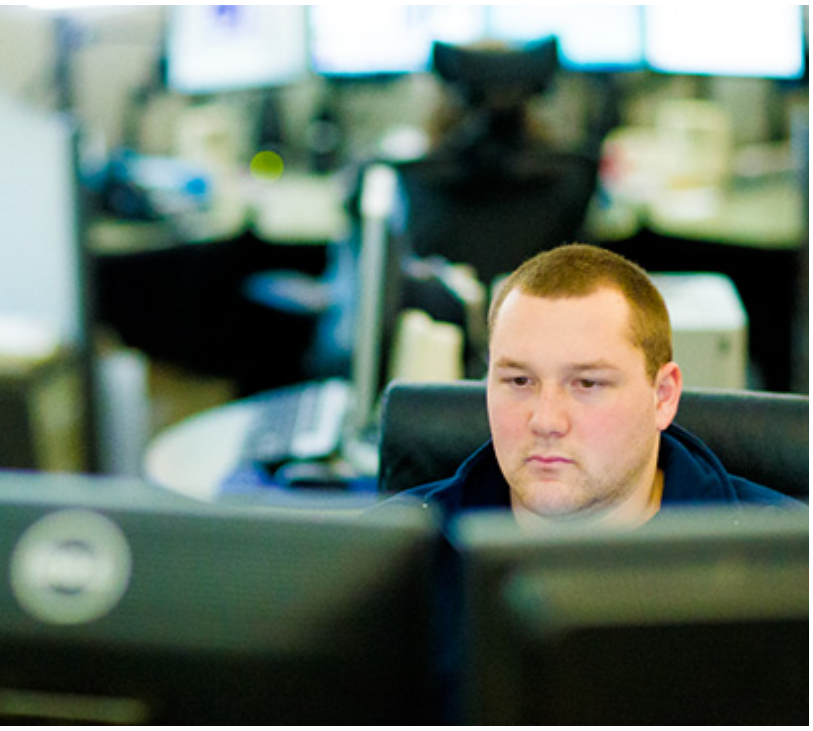
○ Disclaimer: Licensee’s right to use the Software and Documentation will begin when a signed purchase order is issued and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee’s right to use the Software and Documentation may be terminated immediately upon notice by Motorola. Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the

Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

○ Disclaimer: Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

MOTOROLA SOLUTIONS







LAREDO, CITY OF

02/12/2025

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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02/12/2025

LAREDO, CITY OF
PO BOX 210
LAREDO, TX 78042

Dear Laura Ortiz,

Motorola Solutions is pleased to present LAREDO, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide LAREDO, CITY OF with the best products and services available in the communications industry. Please direct any questions to Frank Puente at frank@rzlaredo.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Frank Puente

Motorola Solutions Manufacturer's Representative

Billing Address:
LAREDO, CITY OF
PO BOX 210
LAREDO, TX 78042
US

Quote Date:02/12/2025
Expiration Date:04/13/2025
Quote Created By:
Frank Puente
frank@rzlaredo.com

End Customer:
LAREDO, CITY OF
Laura Ortiz
lortiz2@ci.laredo.tx.us
956-795-2250

Contract: 17724 - HGAC (TX)

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N30	APX N30					
1	H15UCF9PW6AN	APX N30 7/800 MODEL 2 PORTABLE	16		$2,463.00	$1,797.99	$28,767.84
1a	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	16		$1,727.00	$1,260.71	$20,171.36
1b	QA00580BA	ADD: TDMA OPERATION	16		$495.00	$361.35	$5,781.60
1c	H869DB	ENH: MULTIKEY	16		$363.00	$264.99	$4,239.84
1d	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	16		$0.00	$0.00	$0.00
1e	QA08775AA	ALT: 7800 STUBBY 762-870MHZ	16		$28.60	$20.88	$334.08
1f	QA09113AA	ADD: BASELINE RELEASE SW	16		$0.00	$0.00	$0.00
1g	QA08853AA	ADD: CPS ENABLEMENT*	16		$0.00	$0.00	$0.00
2	PMNN4813B	BATT LIION IMPRES 2 IP68 2850T	16		$178.50	$133.88	$2,142.08
3	PSV01S03059A	APX NEXT PROVISIONING WITH CPS*	1		$0.00	$0.00	$0.00

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
4	LSV01S03084A	APX N50/30 DMS ESSENTIAL	16	5 YEARS	$264.00	$264.00	$4,224.00
5	PMMN4140A	RM760 IMPRES WINDPORTING REMOTE SPEAKER MICROPHONE, LARGE (IP68)	16		$131.00	$104.80	$1,676.80
6	PMLN8609A	APX N30/APXN50 HARD LEATHER CARRY CASE 2.75 INCH SWIVEL BELT LOOP, PMNN4813 BATTERY	16		$87.00	$65.25	$1,044.00
7	PMPN4820A	CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT PS US	16		$85.71	$64.28	$1,028.48
8	PMLN8120A	RX ONLY XL CLEAR TUBE EARPIECE, 3.5MM JACK	16		$75.60	$56.70	$907.20

Grand Total $70,317.28(USD)

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Pricing Summary

		Payment Term		Upfront Sale Price
Upfront Costs*				
				$66,093.28
Upfront Subscription Fee				
	APX™ N30	Annually		$844.80
Sub Total:				**$66,938.08**

		Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee				
	APX™ N30	Annually	$844.80	$844.80
Year 3 Subscription Fee				
	APX™ N30	Annually	$844.80	$844.80
Year 4 Subscription Fee				
	APX™ N30	Annually	$844.80	$844.80
Year 5 Subscription Fee				
	APX™ N30	Annually	$844.80	$844.80
Sub Total:				**$3,379.20**

Grand Total System Price (Inclusive of Upfront and Annual Costs)	**$70,317.28**

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at http://www.motorolasolutions.com/product-terms.

The Parties hereby enter into this Agreement as of the Effective Date.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Motorola Solutions, Inc.	Customer
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

APX N30 Portable Radio Solution Description

Overview

The APX N30 offers affordable, next generation communications without compromising P25 interoperability or voice and data quality. It has a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.



Durable And Easy To Use

The APX N30 enhances operations with a front display with an upgraded user interface for better readability and loud and clear audio for reliable, everyday use. Additionally, the N30 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

ViQi Voice Command

To prevent first responders from losing focus while events unfold, ViQi Voice Control allows users to operate their device with customized voice commands. First responders can switch between preset channels and zones, adjust volume, and change audio profiles by pressing the preprogrammed ViQi button and speaking into the microphone.

Essential And Secure P25 Communications

The APX N30 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. All P25 communications over the N30 are safe and secure–it offers software encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.

Reliable Connectivity

Using the APX N30 lets first responders stay connected across disparate networks. It can be equipped with Wi-Fi®, Bluetooth®, GPS, and Geofence features, bringing future-ready applications, services, and best-in-class connectivity to everyday use. APX N30 radios support 7/800 MHz frequency bands across radio systems, with minimal intervention by the radio user.

Managing And Provisioning Devices

APX N50 can be programmed in two ways: one-at-a-time through Customer Programming Service (“CPS”) or through a combination of CPS and batch programming over Wi-Fi available with the radio management (“RM”) software.

CPS is a proprietary, Windows-based application, used to configure APX subscriber radios in offline situations that include provisioning, networking, and monitoring tools that provide greater awareness and faster radio management. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow the addition of new software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, *via* secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read and edited, and codeplugs and templates can be saved and duplicated to program other fleet radios.

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Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

Device Management Services

Device Management Services (“DMS”) packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N50 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

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APX N-Series Device Management Services - Essential Statement Of Work

Overview

Device Management Servces (“DMS”) efficiently maintains the Customer’s device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work (“SOW”), including all of its subsections and attachments is an integral part of the applicable agreement (“Agreement”) between Motorola Solutions, Inc. (“Motorola Solutions”) and Customer (“Customer”).

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

HardwareRepair

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer’s firmware version.

Motorola Solutions Responsibilities

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents thetime a product spends in the repair process, and does not include time in transit to and from the Customer’s site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

Customer Responsibilities

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
  - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization (“RMA”) number generated by the electronic system.
  - When initiating a repair via paper Return Material Form (“RMF”), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.

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- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

Limitations And Exclusions

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
  - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
  - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
  - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
  - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

DeviceTechnicalSupport

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may

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contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

Motorola Solutions Responsibilities

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

Customer Responsibilities

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

Limitations And Exclusions

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

Motorola Solutions Responsibilities

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

Customer Responsibilities

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.

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MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.
- Keep the site updated with the latest Customer information.

CUSTOMER RESPONSIBILITIES

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.

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MOTOROLA SOLUTIONS

Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.
Once checklist is complete, order still must go through **Order Validation/Credit Approval**

City of Laredo

City Council

Meeting Date: 3/17/2025 **Consent Agenda 32.**

SUBJECT
Consideration to renew contract FY23-014 with Nueces Power Equipment, Laredo, Texas, for the rental of heavy equipment used at the city landfill in an annual amount not to exceed $100,000.00 and for the total contract value of $400,000.00. Equipment will be rented on as needed basis for daily maintenance of waste management at the landfill. The term of this contract shall be for a period of one (1) year and has the option to renew for three (3) additional one (1) year periods. This is the second of three extension periods. There was no price increase during the last extension period. Funding is available in the Solid Waste Fund.

PREVIOUS COUNCIL ACTION
Contract was awarded by City Council on 03/20/23.
Renewal for extension one was approved by City Council on 3/18/2024.

BACKGROUND
This contract establishes pricing for the rental of heavy equipment for the Solid Waste Services Department. There was no price increase during last extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the second of three extension periods. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Solid Waste Services Department.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that this contract renewal be approved.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Solid Waste
Account #:	556-2560-533-3730
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the Solid Waste Fund.

City of Laredo
Purchasing Division

RENEWAL LETTER

February 6, 2025

Nueces Power Equipment
Bill Rees
101 Oil Patch Rd.
Laredo, Texas 78043

Re: FY23-014 Rental of Heavy Equipment – Solid Waste Services
Extension II

Dear Mr. Bill Rees,

Contract FY23-014 for the Rental of Heavy Equipment for the City of Laredo Solid Waste Department was awarded to your company on March 20, 2023. The term of this contract was for a period of one (1) year with the option to renew for three (3) additional one (1) year periods, upon mutual agreement of both parties. This will be the second of three extension periods.

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Sincerely,

Jaime E. Zapata, MPA, CTCD
Purchasing Agent

Xc: Purchasing File

Nueces Power Equipment

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: BEN HERNANDEZ

Date: 2/7/25

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805

SUBJECT
Consideration to renew contract FY23-014 with Nueces Power Equipment, Laredo, Texas, for the rental of heavy equipment used at the city landfill in an annual amount not to exceed $100,000.00. Equipment will be rented on as needed basis for daily maintenance of waste management at the landfill. The term of this contract shall be for a period of one (1) year. There was no price increase during the last extension period. This contract can be renewed two (2) additional one (1) year extension periods, upon mutual agreement of the parties. Funding is available in the Solid Waste Fund.

PREVIOUS COUNCIL ACTION
Contract approved by City Council on 03/20/23.

BACKGROUND
This contract establishes pricing for the rental of heavy equipment for the Solid Waste Services Department. There was no price increase during the last extension period. The term of this contract shall be for a period of 1 year beginning as of the date of its execution. This is the first of three extension periods. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Solid Waste Services Department.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Staff recommends to renew this contract.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	Solid Waste Fund
Account #:	556-2560-533-3730
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Funding is available on Solid Waste Fund Account #556-2560-533-3730

FY23-014
Nueces Power Equipment
Supplier Response

Event Information

Number: FY23-014
Title: Rental of Heavy Equipment – Solid Waste Department
Type: Request For Bid
Issue Date: 1/24/2023
Deadline: 2/14/2023 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.

Contact Information

Contact: Jesus Rodriguez

Address: Solid Waste
6912 HWY 359
Laredo, TX 78043
Phone: (956) 326-1140
Email: jrodrigue1@ci.laredo.tx.us

Nueces Power Equipment Information

Contact: Bill Rees
Address: 101 Oil Patch rd.
Laredo, TX 78043
Phone: (956) 725-0066
Fax: (956) 725-6466
Email: bill@npetex.com
Web Address: www.nuecespower.com

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

Bill Rees
Signature

bill@npetex.com
Email

Submitted at 2/13/2023 02:17:24 PM (CT)

Requested Attachments

Conflict of Interest Questionnaire — Conflict of interest questionaire scan (00B).pdf

Form must be signed and submitted as part of your bid response.

Non-Collusive Affidavit Form — Non Collusion Affidavit image02-13-2023-195923.pdf

Form must be notarized and submitted as part of your bid response.

Certificate of Interested Parties (Form 1295) — Certificate of Interested Parties 1295 scan (00B).pdf

Shall be submitted within 10 days upon award of bid

Bid Attributes

1	**Award By Section** This contract will be awarded by section to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code ☑ Yes (Yes)
2	**Terms and Conditions for Request for Bids** **TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS** Bidders are required to submit bids upon the following expressed conditions: (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. **1.0 PREPARATION OF BIDS** Bids will be prepared in accordance with the following: (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

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

3.0 SUBMISSION OF BIDS

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

4.0 REJECTION OF BIDS The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response

to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

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

11.0 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.

☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

3	**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 (I agree my insurance meets minumum requirements)

4	**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 (I certify to the terms and conditions)

5	**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 (I have read and understand this section)

6	**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. ☑ I have read and understand this section (I have read and understand this section)
7	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
8	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Nueces Power Equipment, 956-436-8408, Bill Rees, Account Manager
9	**State how long under has the business been in its present business name** Company in business 37 years as Nueces Power Equipment
10	**If applicable, list all other names under which the Business identified above operated in the last five years** Nueces Farm Center, Nueces Power Equipment
11	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
12	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? None Pending
13	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? No
14	**State if the Company is a certified minority business enterprise** Historically Underutilized Business (HUB)

15 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

16 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

17 **Conflict of Interest Questionnaire**

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

Yes

18 **Disclosure Form**

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

19 **This is a**

New Submission

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

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

Bill Rees

21 **Question 2. Contract Information**

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

FY23-014 Rental of Heavy Equipment-Solid Waste

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

Nueces Power Equipment

23	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
24	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. *No response*
25	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
26	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. *No response*
27	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable
28	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. *No response*
29	**Question 7. Disclosure of political contributions** List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) Not Applicable
30	**Question 7. Disclosure of political contributions** If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. *No response*
31	**Updates on contributions required** Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

32	**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
33	**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*
34	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☑ I have read and understand this section (I have read and understand this section)
35	**Question 10. No Contract with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section (I have read and understand this section)
36	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised (I have acknowledge that I have been advised)
37	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Bill Rees, Account Manager, Nueces Power Equipment, 02/13/23
38	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct (I swear or affirm information is correct)

Bid Lines

1	The City of Laredo is requesting formal bids for Rental of Heavy Equipment for the Solid Waste Department, subject to the term and conditions and other contract provision. Request for Bids are due until **5:00 P.M. on February 14, 2023 and all bids received will be opened and**

publicly acknowledged at 10:00 A.M. on February 15, 2023.

The City of Laredo reserves the right to reject any or all bids, as well as the right to determine the bid most advantageous to the City.

Term of Contract:

The term of this contract shall be for a period of (1) one year beginning as of the date of its execution. The contract may be extended for three (3) additional one (1) year periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

Award of Bid:

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation to Bid" which is attached and made part of these specifications. This contract will be awarded by section to the lowest responsible bidder whose bid 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 bid 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 formal bid null and void.

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. 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.

2 Package Header

Section I – Rental of D6 Dozer

The intent of this specification is to define the minimum requirements for the rental of a 2018 or newer. Refer to specifications for D6 Dozer. Please refer to "Attachment #1" on attachment tab.

****Please upload documentation onto Cit-E-Bid the make, model, and year of the rental equipment.****

Total: $16,575.00

Manufacturer: Caterpillar or approved equal.

Item Notes: ******Any other Fees not listed in the price schedule below shall be included in the day or week unit price******

Package Items

2.1 Daily Rental Price

Quantity: 1 UOM: Day Price: $1,325.00 Total: $1,325.00

2.2 Weekly Rental Price

Quantity: 1 UOM: Week (7 Days) Price: $4,000.00 Total: $4,000.00

2.3 Monthly Rental Price

Quantity: 1 UOM: Month Price: $10,800.00 Total: $10,800.00

2.4 Delivery Fee

Quantity: 1 UOM: Each Price: $225.00 Total: $225.00

2.5 Pick-up Fee

Quantity: 1 UOM: Each Price: $225.00 Total: $225.00

3 Package Header

Section II – Rental of Motor Grader

The intent of this specification is to define the minimum requirements for the rental of a 2018 or newer.

****Please upload documentation onto Cit-E-Bid the make, model, and year of the rental equipment.****

Total: $13,510.00

Item Notes: ******Any other Fees not listed in the price schedule below shall be included in the day or week unit price******

Package Items

3.1 Daily Rental Price

Quantity: 1 UOM: Day Price: $1,500.00 Total: $1,500.00

3.2 Weekly Rental Price

Quantity: 1 UOM: Week (7 Days) Price: $3,100.00 Total: $3,100.00

3.3 Monthly Rental Price

Quantity: 1 UOM: Month Price: $8,460.00 Total: $8,460.00

3.4 Delivery Fee

Quantity: 1 UOM: Each Price: $225.00 Total: $225.00

3.5 Pick-Up fee

Quantity: 1 UOM: Each Price: $225.00 Total: $225.00

4

Package Header

Section III –Articulated Dump Trucks

_The intent of this specification is to define the minimum requirements for the rental of a 2018 or newer

****Please upload documentation onto Cit-E-Bid the make, model, and year of the rental equipment.****

No Bid

Item Notes: ****Any other Fees not listed in the price schedule below shall be included in the day or week unit price****

Package Items

4.1 Daily Rental Price

Quantity: 1 UOM: Day ***No Bid***

4.2 Weekly Rental Price

Quantity: 1 UOM: Week (7 Days) ***No Bid***

4.3 Monthly Rental Price

Quantity: 1 UOM: Month ***No Bid***

4.4 Delivery Charge

Quantity: 1 UOM: Each *No Bid*

4.5 Pickup Charge

Quantity: 1 UOM: Each *No Bid*

5 **Package Header**

Section IV – Rental of Backhoe

The intent of this specification is to define the minimum requirements for the rental of one 2018 or newer Backhoe Loader: (Case 580N or Approved Equal).

****Please upload documentation onto Cit-E-Bid the make, model, and year of the rental equipment.****

Total: $6,545.00

Item Notes: ****Any other Fees not listed in the price schedule below shall be included in the day or week unit price****

Package Items

5.1 Daily Rental Price

Quantity: 1 UOM: Day Price: $500.00 Total: $500.00

5.2 Weekly Rental Price

Quantity: 1 UOM: Week (7 Days) Price: $1,500.00 Total: $1,500.00

5.3 Monthly Rental Price

Quantity: 1 UOM: Month Price: $4,095.00 Total: $4,095.00

5.4 Delivery Charge

Quantity: 1 UOM: Each Price: $225.00 Total: $225.00

5.5 Pickup Charge

Quantity: 1 UOM: Each Price: $225.00 Total: $225.00

6 **Package Header**

Section V – Rental of Dozer

The intent of this specification is to define the minimum requirements for the rental of one 2018 or newer Tier 4 Final/EU Stage IV (Liebherr Crawler Tractor PR756 Litronic Landfill Application, John Deere Crawler 1050K/Waste Handler Package, Caterpillar D8T/Waste Handler Package or Approved Equal).

****Please upload documentation onto Cit-E-Bid the make, model, and year of the rental equipment.****

No Bid

Item Notes: ******Any other Fees not listed in the price schedule below shall be included in the day or week unit price******

Package Items

6.1 Daily Rental Price

Quantity: 1 UOM: Day *No Bid*

6.2 Weekly Rental Price

Quantity: 1 UOM: Week (7 Days) *No Bid*

6.3 Monthly Rental Price

Quantity: 1 UOM: Month *No Bid*

6.4 Delivery Charge

Quantity: 1 UOM: Each *No Bid*

6.5 Pickup Charge

Quantity: 1 UOM: Each *No Bid*

7 Package Header

Section VI – Rental of Water Truck

The intent of this specification is to define the minimum requirements for the rental of one 2018 or newer 3500 Gallon Water Truck or Approved Equal).

****Please upload documentation onto Cit-E-Bid the make, model, and year of the rental equipment.****

No Bid

Item Notes: ******Any other Fees not listed in the price schedule below shall be included in the day or week unit price******

Package Items

7.1 Daily Rental Price

Quantity: 1 UOM: Day *No Bid*

7.2 Weekly Rental Price

Quantity: 1 UOM: Week (7 Days) ***No Bid***

7.3 Monthly Rental Price

Quantity: 1 UOM: Month ***No Bid***

7.4 Delivery Charge

Quantity: 1 UOM: Each ***No Bid***

7.5 Pickup Charge

Quantity: 1 UOM: Each ***No Bid***

8 **Package Header**

Section VII – Rental of Excavator

The intent of this specification is to define the minimum requirements for the rental of one 2018 or newer Caterpillar 336F Excavator or Approved Equal).

****Please upload documentation onto Cit-E-Bid the make, model, and year of the rental equipment.****

Total: $17,200.00

Item Notes: ****Any other Fees not listed in the price schedule below shall be included in the day or week unit price****

Package Items

8.1 Daily Rental Price

Quantity: 1 UOM: Day Price: $1,225.00 Total: $1,225.00

8.2 Weekly Rental Price

Quantity: 1 UOM: Week (7 Days) Price: $3,675.00 Total: $3,675.00

8.3 Monthly Rental Price

Quantity: 1 UOM: Month Price: $9,900.00 Total: $9,900.00

8.4 Delivery Charge

Quantity: 1 UOM: Each Price: $1,200.00 Total: $1,200.00

8.5 Pickup Charge

Quantity: 1 UOM: Each Price: $1,200.00 Total: $1,200.00

9 Package Header

Section VIII – Rental of Wheel Loader

The intent of this specification is to define the minimum requirements for the rental of one 2018 or newer

Wheel Loader: (Case 1021G or Approved Equal). Please refer to "Attachment #2" on attachment tab.

****Please upload documentation onto Cit-E-Bid the make, model, and year of the rental equipment.****

Total: $20,530.00

Item Notes:

******Any other Fees not listed in the price schedule below shall be included in the day or week unit price******

Package Items

9.1 Daily Rental Price

Quantity: 1 UOM: Day Price: $1,650.00 Total: $1,650.00

9.2 Weekly Rental Price

Quantity: 1 UOM: Week (7 Days) Price: $4,975.00 Total: $4,975.00

9.3 Monthly Rental Price

Quantity: 1 UOM: Month Price: $13,455.00 Total: $13,455.00

9.4 Delivery Charge

Quantity: 1 UOM: EA Price: $225.00 Total: $225.00

9.5 Pickup Charge

Quantity: 1 UOM: EA Price: $225.00 Total: $225.00

Response Total: $74,360.00

City of Laredo

City Council

Meeting Date: 3/17/2025 **Consent Agenda 33.**

SUBJECT
Consideration to award service contract FY25-039 to the lowest bidder HK Solutions Group, Des Moines, Iowa, in the amount of $50,750.00 for furnishing all necessary machinery, equipment, labor, superintendence, and all appurtenances required for the Manhole Rehabilitation Phase I project for the Utilities Department. The scope of work is a NASSCO Level 2 inspection of 450 manholes using CCTV which involves a comprehensive assessment of the manhole structure using technology and video. Estimated time for completion of this project is one hundred working days. Funding is available in the Sewer System Fund- 2015 Sewer Revenue Bond.

PREVIOUS COUNCIL ACTION
None

BACKGROUND
The City received eleven (11) bids through Cit-E-Bid for awarding a service contract for furnishing all necessary machinery, equipment, labor, superintendence, and all appurtenances required for the Manhole Phase I project for the Utilities Department. Estimated time for completion of this project is one hundred working days. This contract shall be the responsibility of and administered between the vendor and the Utilities Department.

Pricing Summary

Vendor	Project Total
HK Solutions Group	$50,750.00
Pro-Pipe, Inc.	$78,967.00
BCAC Underground	$111,250.00
RedZone Products	$115,500.00
AIMS Companies	$117,750.00
Southern Trenchless	$122,200.00
RJN Group	$130,499.00
Rhino Engineering Solutions	$138,750.00
National Power Rodding	$138,750.00
Ace Pipe Cleaning	$216,250.00
Renoworks, LLC	$742,350.00

A complete bid tabulation sheet is attached

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
It is recommended that this contract is approved

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	2015 Sewer Revenue Bond
Account #:	559-4297-538-03.63
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.

					HK Solutions Group		Pro-Pipe, Inc.		BCAC Underground		RedZone Robotics, Inc.	
					Total Price	$50,750.00	Total Price	$78,967.00	Total Price	$111,250.00	Total Price	$115,500.00
Line #	Description	QTY	UOM	Estimated	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Price Schedule Unit prices are to include and	1	PKG		**$50,750.00**	$50,750.00	$78,967.00	$78,967.00	$111,250.00	$111,250.00	$115,500.00	$115,500.00
1.1	Manhole NASSCO Level 2 inspection	450	Each		**$100.00**		$154.00		$235.00		$250.00	
1.2	Mobilization	1	Each		$5,750.00		$9,667.00		$5,500.00		$3,000.00	

					AIMS Companies (Pipeline		Southern Trenchless Solutions,		RJN GROUP INC		Rhino Engineering Solutions LLC	
					Total Price	$117,750.00	Total Price	$122,200.00	Total Price	$130,499.00	Total Price	$130,750.00
Line #	Description	QTY	UOM	Estimated	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Price Schedule Unit prices are to include and	1	PKG		$117,750.00	$117,750.00	$122,200.00	$122,200.00	$130,499.00	$130,499.00	$130,750.00	$130,750.00
1.1	Manhole NASSCO Level 2 inspection	450	Each		$235.00		$266.00		$260.00		$265.00	
1.2	Mobilization	1	Each		$12,000.00		**$2,500.00**		$13,499.00		$11,500.00	

					National Power Rodding Corp.		Ace Pipe Cleaning		Renoworks, LLC	
					Total Price	$138,750.00	Total Price	$216,250.00	Total Price	$742,350.00
Line #	Description	QTY	UOM	Estimated	Unit	Extended	Unit	Extended	Unit	Extended
1	Price Schedule Unit prices are to include and	1	PKG		$138,750.00	$138,750.00	$216,250.00	$216,250.00	$742,350.00	$742,350.00
1.1	Manhole NASSCO Level 2 inspection	450	Each		$275.00		$475.00		$1,400.00	
1.2	Mobilization	1	Each		$15,000.00		**$2,500.00**		$112,350.00	

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FY25-039 Manhole Rehabilitation Phase I Addendum 1

HK Solutions Group

Supplier Response

Event Information

Number:	FY25-039 Manhole Rehabilitation Phase I Addendum 1
Title:	FY25-039 Manhole Rehabilitation Phase I - Utilities Department
Type:	Invitation For Bid
Issue Date:	1/16/2025
Deadline:	2/11/2025 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.********

***Bidders for the manhole level 2 inspection must submit a satisfactory cashier's or certified check, or bidder's bond, payable without recourse to the order of the City of Laredo, Texas, in an amount not less than five percent (5%) of the total bid based on the bid which check or bond shall be submitted as a guarantee that the bidder will enter into a contract and executed performance and payment bonds within ten (10) days after Notice of Award of contract to him for contracts in excess of $25,000.00. Bids without the required check or bond 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

HK Solutions Group Information

Contact: June Harrell
Address: 333 NW 49th Place
Des Moines, IA 50313
Phone: (855) 845-5326
Email: jharrell@hksolutionsgroup.com

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

Jill Lomp
Signature

jlomp@hksolutionsgroup.com
Email

Submitted at 2/6/2025 01:18:22 PM (CT)

Response Attachments

Non-Collusive Affidavit Form.pdf

Non-Collusive Affidavit

Form 1295.pdf

FY25-039 Form_1295

Conflict of Interest.pdf

Conflict of Int.

Laredo, TX Bid Bond.pdf

Bid Bond

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** Hydro-Klean, LLC Jill Lomp 515-283-0500
3	**State how long under has the business been in its present business name** 30 years
4	**If applicable, list all other names under which the Business identified above operated in the last five years** None
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?

1. No litigation 2.No we have not declared "not responsive" 3. We have not been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting 4. No there are not any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract 5. No

7 **Questions Part 2**

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

1. no 2. no 3. no

8 **State if the Company is a certified minority business enterprise**

This company is not a certified minority business

9 **Conflict of Interest Disclosure**

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

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) Jill A Lomp Mrs.
16	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department a) FY25-039 Manhole Rehabilitation Phase I b)Utilities Department
17	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Hydro-Klean, 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 Jill Lomp Contracts Manager Hydro-Klean, LLC 2/5/2025
33	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct
34	**Company Information Questionnaire** ☑ I have completed this section
35	**Conflict of Interest Questionnaire** ☑ I have completed this section
36	**Non-Collusive Affidavit** ☑ I have completed and included this form
37	**Discretionary Contracts Disclosure** ☑ I have completed this section

38 **Certificate of Interested Parties (Form 1295)**

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

☑ I will comply with this form

39 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

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

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

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

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata 5512, Thomas Ave, Laredo, TX 78041; email: jezapata@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512

Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

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

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

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

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

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Insurance Terms and Conditions

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

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

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

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

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

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

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

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements

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

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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	**Acknowledgement of Questions & Answers FY25-039** Acknowledgement of Questions & Answers FY25-039. ☑ Vendor has acknowledged questions and answers.

Bid Lines

1 Package Header

Price Schedule
Unit prices are to include and cover the furnishing of all labor, materials, pesticides, equipment, incidentals, and any other overhead necessary to perform the work described in the scope of services in a manner specified in the specifications.
***Bidders for the manhole level 2 inspection must submit a satisfactory cashier's or certified check, or bidder's bond, payable without recourse to the order of the City of Laredo, Texas, in an amount not less than five percent (5%) of the total bid based on the bid which check or bond shall be submitted as a guarantee that the bidder will enter into a contract and executed performance and payment bonds within ten (10) days after Notice of Award of contract to him for contracts in excess of $25,000.00. Bids without the required check or bond will NOT be considered. ***

Quantity: 1 UOM: PKG Total: $50,750.00

Item Notes:

Package Items

1.1 Manhole NASSCO Level 2 inspection

Quantity: 450 UOM: Each Price: $100.00 Total: $45,000.00

1.2 Mobilization

Quantity: 1 UOM: Each Price: $5,750.00 Total: $5,750.00

Response Total: $50,750.00

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Hydro-Klean, LLC

333 NW 49th Pl.
Des Moines, IA 50313

OWNER:
(Name, legal status and address)
City of Laredo
5512 Thomas Avenue
Laredo, TX 78043

BOND AMOUNT: Five Percent of the Total Amount Bid (5%)

SURETY:
(Name, legal status and principal place of business)
Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:
(Name, location or address, and Project number, if any)
FY25-039 Manhole Rehabilitation Phase I, Laredo, TX

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of February, 2025

(Witness)	Hydro-Klean, LLC *(Principal)* *(Seal)*
	(Title) Bill Long Contracts Manager
(Witness) Kate Zanders	Atlantic Specialty Insurance Company *(Surety)* *(Seal)*
	(Title) Sara Huston, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A310™ – 2010, Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.
061110

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Anne Crowner, Brian M. Deimerly, Craig E. Hansen, Dione R. Young, Grace Dickinson, Jamie Gifford, Jay D. Freiermuth, John Cord, Kate Zanders, Sara Huston, Seth D. Rooker, Timothy McCulloh**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 5th day of February, 2025.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call your Insurance Carrier's toll-free telephone number for information or to make a complaint at:

1-800-321-2721

You may also write to your Insurance Carrier at

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

Email: surety@intactinsurance.com
Phone: 1-800-662-0156

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104, Austin, TX 78714-9104

Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede communicarse con su agente.

Usted puede llamar al numero de telefono gratis de su compañía de seguros para informacion o para someter una queja al:

1-800-321-2721

Usted tambien puede escribir a su compañía de seguros en:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

Email: surety@intactinsurance.com
Phone: 1-800-662-0156

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104, Austin, TX 78714

Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS o RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte condicion del documento adjunto.

AFFIDAVIT

Project: FY25-039 Manhole Rehabilitation Phase I Laredo, Texas

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Jill Lomp

Being first duly sworn, deposes and says:

That he/she is Contracts Manager of Hydro-Klean, 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 5th day of February 2025.

Notary Public

My commission expires:

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.**
Hydro-Klean, LLC 333 NW 49th Place Des Moines, IA 50313 USA

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
City of Laredo, TX Utilites Department

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.**
FY25-039 Manhole Rehabilitation Phase I

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Hydro-Klean, LLC	333 NW 49th Place Des Moines, IA 50313	x	

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

NOTARIAL SEAL IOWA
NICHOLE WHITE
Commission Number 815787
My Commission Expires
May 3, 2025

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

Nichole White
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Nichole White, this the 5th day of February, 20 25, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Jill Lomp Printed name of officer administering oath	Contracts Manager 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.**

Hydro-Klean, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

None

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ 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.**

None

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 Signature of vendor doing business with the governmental entity

2/5/2025

Date

City of Laredo

City Council

Meeting Date: 3/17/2025 **Consent Agenda 34.**

SUBJECT
Consideration to renew annual supply and service contract FY24-046 with Martin's Heating & Cooling, Laredo, TX in an amount up to $60,000.00 to provide HVAC (heating, ventilation, and air conditioning) repair services for the Wastewater Treatment Plants. This contract establishes an hourly service rate and cost percentage for parts. 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. The contract may be extended for two, additional one (1) year periods. Funding for the additional extensions are subject to future budget appropriations. All services will be purchased on an as needed basis and funding will be secured from the Sewer System Fund.

PREVIOUS COUNCIL ACTION
Approved a one-year contract on 3/18/24.

BACKGROUND
This contract establishes hourly and cost-plus percentage rate on materials supplied by the contractor for HVAC repair services at the Wastewater Treatment Plants. Martin's Heating & Cooling have a Texas Class B license (# TACLB81889C) for refrigeration and environmental HVAC repair services. All services will be purchased on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This is the first of three extension periods. This contract shall be responsibility of and administered by the vendor and City of Laredo Utilities Department.

Refer to bid tabulation for Pricing

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:	Sewer System Fund-Wastewater Treatment
Account #:	559-4210-533-2030
Change Order: Exceeds 25% Y/N:	No

FINANCIAL IMPACT:
None

				Martin's heating & cooling		Ruby's Air Conditioning, Inc.		Marion Services, LLC	
				Total Price	$430.00	Total Price	$625.00	Total Price	$662.50
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I: HVAC Hourly Service Rates & Percentage Markup	1	EA	**$430.00**	$430.00	$625.00	$625.00	$662.50	$662.50
1.1	Certified Mechanic per hour	1	Hourly Labo	**$50.00**		$70.00		$95.00	
1.2	Certified Mechanic after hours (5:01pm to 7:59 am) charge per hour	1	Hourly Labo	**$55.00**		$105.00		$142.50	
1.3	Certified Technician per hour	1	Hourly Labo	**$50.00**		$70.00		$95.00	
1.4	Certified Technician after hours (5:01pm to 7:59 am) charge per hour	1	Hourly Labo	**$55.00**		$105.00		$142.50	
1.5	Supervisor per hour	1	Hourly Labo	$60.00		$70.00		**$37.50**	
1.6	Supervisor after hours (5:01pm to 7:59 am) charge per hour	1	Hourly Labo	$65.00		$105.00		**$56.25**	
1.7	Laborer per hour	1	Hourly Labo	$45.00		$40.00		**$37.50**	
1.8	Laborer after hours (5:01pm to 7:59 am) charge per hour	1	Hourly Labo	**$50.00**		$60.00		$56.25	
1.9	Percentage added to Contractor's cost for parts%*****All materials shall be at cost plus a handling fee up to but not to exceed 10%	1	Percentage	10.0%		30.0%		10.0%	

Line #
1
1.1
1.2
1.3
1.4
1.5
1.6
1.7
1.8
1.9

City of Laredo
Purchasing Division
Renewal Notice

February 20, 2025

Mr. Martin Dominguez
Martin's Heating & Cooling
1013 Pawnee Court
Laredo, Texas 78043

Re: HVAC Repair Services
Contract FY24-046
Extension I

Dear Ms. Dominguez,

This is to inform you that the contract FY24-046 which was approved by City Council on March 19, 2024 is up for renewal. This is the first 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 renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Martin's Heating & Cooling

Request a contract extension: x Not request a contract extension: _____

Authorized Signature: _____

Print Name: Martin Dominguez

Date: 2/21/2025

City of Laredo
Purchasing Division
LETTER OF AWARD

March 19, 2024

Mr. Martin Dominguez
Martin's Heating & Cooling
1013 Pawnee Ct.
Laredo, Texas 78043

Re: HVAC Repair Services
Contract FY24-046
Approved by City Council on March 18, 2024

Dear Mr. Dominguez,

This is to inform you that contract FY24-046 for providing HVAC repair services at the wastewater treatment plants was approved by City Council on March 18, 2024. The term of this contract shall be for a period of twelve months. This contract has three one-year extension periods.

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a copy to 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

SUBJECT
Consideration to award an annual supply and service contract FY24-046 to the low bidder, Martin's Heating & Cooling, Laredo, TX in an amount up to $60,000.00 to provide HVAC (heating, ventilation, and air conditioning) repair services for the Wastewater Treatment Plants. This contract establishes an hourly service rate and cost percentage for parts. 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. Funding for the additional extensions are subject to future budget appropriations. All services will be purchased on an as needed basis and funding will be secured from the Sewer System Fund - Waste Water Treatment Division.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The City received three (3) bids through Cit-E-Bid for HVAC repair services at the Wastewater Treatment Plants. This contract establishes hourly and cost-plus percentage rate on materials supplied by the contractor. Martin's Heating & Cooling have a Texas Class B license (# TACLB81889C) for refrigeration and environmental HVAC repair services. All services will be purchased on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. Staff is recommending that this contract be awarded to the lowest bidder. This contract shall be responsibility of and administered by the vendor and City of Laredo Utilities Department.

Refer to bid tabulation for Pricing.

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:	Sewer System Fund- Waste Water Treatment Division.
Account #:	559-4210-533-2030.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:

City of Laredo

City Council

Meeting Date: 3/18/2024 **Consent Agenda 98.**

SUBJECT
Consideration to award an annual supply and service contract FY24-046 to the low bidder, Martin's Heating & Cooling, Laredo, TX in an amount up to $60,000.00 to provide HVAC (heating, ventilation, and air conditioning) repair services for the Wastewater Treatment Plants. This contract establishes an hourly service rate and cost percentage for parts. 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. Funding for the additional extensions are subject to future budget appropriations. All services will be purchased on an as needed basis and funding will be secured from the Sewer System Fund - Waste Water Treatment Division.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The City received three (3) bids through Cit-E-Bid for HVAC repair services at the Wastewater Treatment Plants. This contract establishes hourly and cost-plus percentage rate on materials supplied by the contractor. Martin's Heating & Cooling have a Texas Class B license (# TACLB81889C) for refrigeration and environmental HVAC repair services. All services will be purchased on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. Staff is recommending that this contract be awarded to the lowest bidder. This contract shall be responsibility of and administered by the vendor and City of Laredo Utilities Department.

Refer to bid tabulation for Pricing.

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:	Sewer System Fund- Waste Water Treatment Division.
Account #:	559-4210-533-2030.
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.

FY24-046
Martin's heating & cooling
Supplier Response

Event Information

Number: FY24-046
Title: FY24-046 HVAC Repairs Services - Wastewater Treatment Division
Type: Request For Bid
Issue Date: 1/23/2024
Deadline: 2/19/2024 05:00 PM (CT)

Contact Information

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

Martin's heating & cooling Information

Contact: Martin Dominguez
Address: 1013 Pawnee ct
Laredo, TX 78043
Phone: (956) 775-0481
Email: Martin.dominguez8113@yahoo.com

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

Martin Dominguez
Signature

Martin.dominguez8113@yahoo.com
Email

Submitted at 2/16/2024 10:25:15 AM (CT)

Response Attachments

AFFIDAVIT.pdf

AFFIDAVIT

CONFLICT OF INTEREST.pdf

CONFLICT OF INTERERST

Bid Attributes

1	**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

2 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

3	**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 ".
4	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** MARTIN'S HEATING & COOLING, MARTIN DOMINGUEZ 956-7750481
5	**State how long under has the business been in its present business name** 8 YEARS
6	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A
7	**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.
8	**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
9	**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
10	**State if the Company is a certified minority business enterprise** This company is not a certified minority business

11 **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.

12 **Conflict of Intererst 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.

13 **Conflict of Interest Questionnaire**

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.

I attest there is no conflict of interest

14 **Disclosure Form**

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

15 **This is a**

New Submission

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

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

MARTIN DOMINGUEZ

17 **Question 2. Contract Information**

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

FY24-046-HVAC REPAIR SERVICES-WASTEWATER DIVISION

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

MARTIN DOMINGUEZ, MARTIN'S HEATING & COOLING

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

Not Applicable

20 **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

21 **Question 5. List any individuals or entitites that will be subcontractors on this contract**

Not Applicable

22 **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

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

Not Applicable

24 **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

25 **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

26 **Question 7. Disclosure of policitcal 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

27 **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.

28 **Question 8. Discloure 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

29 **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

30 **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

31 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section

32	**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
33	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date MARTIN DOMINGUEZ OWNER MARTIN'S HEATING & COOLING 2/15/2024
34	**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
35	**Company Information Questionnaire** ☑ I have completed this section
36	**Conflict of Interest Questionnaire** ☑ I have completed this section
37	**Non-Collusive Affidavit** ☑ I have completed and included this form
38	**Discretionary Contracts Disclosure** ☑ I have completed this section

39

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

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) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance.
Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
(i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Manager.
(j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
(k) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements

41 **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.

5%

42 **HVAC License Documentation**

Texas Class
License#
Type of license (Refrigeration, Environmental, or Combination)

☑ Yes

43 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:
(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:
(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.
2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.
3.0 SUBMISSION OF BIDS
(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**
(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.
4.0 REJECTION OF BIDS The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.
5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.
6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.
7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 ealdape@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.
8.0 BIDDER DISCOUNTS
(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.
9.0 INTENT OF CONTRACT
a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.
10.0 AWARD OF CONTRACT
(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has

offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

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

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

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

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

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not

limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

Bid Lines

1 Package Header

Section I: HVAC Hourly Service Rates & Percentage Markup

Quantity: 1 UOM: EA Total: $430.00

Item Notes: Required Submittals that can be uploaded on Cit-E-Bid:
Texas Class _____ License#_____
Type of license (Refrigeration, Environmental, or Combination)

Supplier Notes: TEXAS CLASS- B LICENSE#TACLB81889C

Package Items

1.1 Certified Mechanic per hour

Quantity: 1 UOM: Hourly Labor Rate Price: $50.00 Total: $50.00

1.2 Certified Mechanic after hours (5:01pm to 7:59 am) charge per hour

Quantity: 1 UOM: Hourly Labor Rate Price: $55.00 Total: $55.00

1.3 Certified Technician per hour

Quantity: 1 UOM: Hourly Labor Rate Price: $50.00 Total: $50.00

1.4 Certified Technician after hours (5:01pm to 7:59 am) charge per hour

Quantity: 1 UOM: Hourly Labor Rate Price: $55.00 Total: $55.00

1.5 Supervisor per hour

Quantity: 1 UOM: Hourly Labor Rate Price: $60.00 Total: $60.00

1.6 Supervisor after hours (5:01pm to 7:59 am) charge per hour

Quantity: 1 UOM: Hourly Labor Rate Price: $65.00 Total: $65.00

1.7 Laborer per hour

Quantity: 1 UOM: Hourly Labor Rate Price: $45.00 Total: $45.00

1.8 Laborer after hours (5:01pm to 7:59 am) charge per hour

Quantity: 1 UOM: Hourly Labor Rate Price: $50.00 Total: $50.00

1.9 Percentage added to Contractor's cost for parts %
*****All materials shall be at cost plus a handling fee up to but not to exceed 10%

Quantity: 1 UOM: Percentage Plus Total: 10%

Response Total: $430.00

From: martin.dominguez8113@yahoo.com
Subject:
Date: February 15, 2024 at 7:10 PM
To: Martin Dominguez martin.dominguez8113@yahoo.com

CITY OF LAREDO
PURCHASING DIVISION

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 MARTIN DOMINGUEZ
(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.

DIANNA G. RODRIGUEZ
Notary Public, State of Texas
Comm. Expires 04-22-2027
Notary ID 757611

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 15th day of FEB 2024

Dianna G Rodriguez
Notary Public

My commission expires:
04/22/2027

Sent from my iPhone

From: martin.dominguez8113@yahoo.com
Subject:
Date: February 15, 2024 at 7:29 PM
To: Martin Dominguez martin.dominguez8113@yahoo.com

CITY OF LAREDO
PURCHASING DIVISION

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

Martin Dominguez (Name) M A Dominguez (Signature) 2-16-24 (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.**

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

Sent from my iPhone

City of Laredo

City Council

Meeting Date: 3/17/2025 **Consent Agenda 35.**

SUBJECT
Authorizing the City Manager to award a construction contract to the lowest responsive bidder, MAGE 4 Group, Ltd., Laredo Texas in the amount of $2,137,000.00 for the South Laredo Wastewater Treatment Plant Blower Building Enclosure project. The contract time is three hundred (300) calendar days. Funding is available in the Sewer System Fund- 2015B Sewer Revenue Bond and 2022 Sewer Revenue Bond.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The South Laredo WWTP Blower Building Enclosure project was advertised for public bid on November 3, 2024 and bids were received on December 5, 2024. A bid opening was held on December 6, 2024. The consulting Engineer for the project, CDM Smith evaluated the bids and recommends awarding the contract to the lowest & responsive bidder MAGE 4 Group, Ltd. in the amount of $2,137,000.00

Contractor	Total Base Bid	Allowance	Total Bid
MAGE 4 Group, Ltd	$2,087,000.00	$50,000.00	$2,137,000.00
RAVA Construction LLC	$3,440,000.00	$50,000.00	$3,490,000.00

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approve Motion

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	2015B Sewer Rev. Bond & 2022 Sewer Rev. Bond
Account #:	559-4292-538-0297 & 559-9879-535-9301
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Funding is available in 2015B Sewer Rev. Bond, $365,616.00 (Acct. #559-4292-538-0297) and 2022

Sewer Rev. Bond, $1,771,384.00 (Acct. # 559-9879-535-9301). Project ID SW1818

CDM Smith
11490 Westheimer Rd, Suite 700
Houston, TX 77077
tel: 713-423-7300
fax: 281-589-8295

January 13, 2025

Mr. Tomas Hernandez
Wastewater Treatment Superintendent
City of Laredo - Utilities
1102 Bob Bullock Loop
Laredo, TX 78043

Subject: South Laredo Wastewater Treatment Plant (SLWWTP) Blower Building Enclosure Project – Bid Results and Engineer's Recommendation

Dear Mr. Hernandez:

The above referenced project was publicly advertised on November 3, 2024, bids received on December 5, 2024, and the bid opening held on December 6, 2024. The project includes modifications to the South Laredo WWTP blower building to enclose the blower rooms, provide HVAC improvements, modify the blower process air intakes, cooling air intakes, and cabinet cooling exhaust, and other ancillary work. Coordination with the blower manufacturer (Sulzer) is also included to supply necessary blower modification components, and to provide blower manufacturer field services, installation inspection, start-up assistance, and commissioning services. The project was bid utilizing a traditional sealed bid process. The project was bid with a $50,000.00 allowance for additional unanticipated work required at the Owner's direction. Bid proposals were received from two (2) contractors, MAGE 4 Group, LTD and Rava Construction LLC. The apparent low bidder is MAGE 4 Group, LTD. CDM Smith reviewed the bids as summarized below:

Contractor	MAGE 4 Group, LTD	Rava Construction LLC
Total Base Bid	$2,087,000.00	$3,440,000.00
Allowance	$50,000.00	$50,000.00
Total Bid	**$2,137,000.00**	**$3,490,000.00**

The bids were checked for completeness, mathematical errors, and bid irregularities and reviewed against the project budget and engineer's estimate. The engineer's estimate of $2,860,000.00 is approximately the average of the two bids received for the project.

MAGE 4 Group, LTD provided a list of qualifications and references as required in the Information from Bidders section of the bid response. The references and qualifications to perform similar work provided by MAGE 4 Group, LTD were reviewed. MAGE 4 Group, LTD has successfully performed water or wastewater infrastructure installations for other municipalities.

Additionally, CDM Smith discussed the project with MAGE 4 Group, LTD and reviewed their experience, qualifications, and ability to perform the project within their proposed bid amount and schedule. MAGE 4 Group, LTD confirmed they are confident to complete the project successfully as proposed.

CDM Smith recommends that the City of Laredo award the SLWWTP Blower Building Enclosure Project to MAGE 4 Group, LTD in the amount not to exceed **$2,137,000.00** for the bid, subject to formal approval by the City of Laredo City Council.

If you have any questions regarding this project, please do not hesitate to contact me.

Sincerely

Very truly yours,



Kimberly Chanslor, P.E., PMP
Associate/ Sr. Project Manager
CDM Smith Inc.
TX PE Firm Registration-F3043

cc: Walter "Buzz" Pishkur, Interim Executive Utilities Director, City of Laredo
Gerado Garza, Senior Administrative Assistant, Utilities-Engineering, City of Laredo
Chris Varnon, PE – Project Technical Lead, CDM Smith
Stacy Barna, Client Service Leader, CDM Smith
CDM Smith Project File No. 247787

Date: Decemeber 20, 2024
Time: 10:00 AM

Place: City Secretary's Office

Bid: South Laredo Wastewater Treatment blower Building Enclosure

Attendance List

Name	Company	Address	Telephone
Stephanie J Alcala	City of Laredo	1110 Houston St.	956-791-7308
Gerardo Garza			
Rava Construction			
Tomas H			

City of Laredo Bid Information

Date: December 20, 2024 Time: 10:00 a.m. Place: City Secretary's Office BID: South Laredo Wastewater Treatment blower Building Enclosure		#1		#2		#3		#4	
		MAGE 4 Group , LTD		Rava Construction LLC					
		Addendum:		Addendum:		Addendum:		Addendum:	
	Bid Bond	Yes__No__ N/A __		Yes__No__ N/A __		Yes__ No__ N/A __		Yes__ No__ N/A __	
	Copies	Yes___ No___ # ___		Yes___ No___ # ___		Yes___ No___ # ___		Yes___ No___ # ___	
Description	Item No.	Unit Price	Ext. Bid	Unit Price	Ext. Bid	Unit Price	Ext. Bid	Unit Price	Ext. Bid
	Total Response:	$2,137,000.00		3,490.00.00					

Note: All bid information is subject to City review and approval.

ADDENDUM NO. 2

Date of Addendum: December 5, 2024

PROJECT NAME: **South Laredo Wastewater Treatment Plant Blower Building Enclosure Project**

Bidders on this project are hereby notified that this Addendum shall be attached to and made a part of the above named project Contract Documents and Technical Specifications, dated November 2024.

The following items are issued to add to, modify, and clarify the Contract Documents and Technical Specifications and Drawings. These items shall have full force and effect as the Contract Documents and Technical Specifications, and cost involved shall be included in bid prices. Bids to be submitted on the specific bid date shall conform with the additions and revisions listed herein.

Acknowledge receipt of this addendum by designating receipt of the addendum on the Bid Form. Failure to do so may subject bidder to disqualification.

This addendum does not change the bid date.

CHANGES TO THE PROJECT MANUAL

1. The project bid date has been extended according to the following:

   Sealed bids will be received at **City Secretary's Office, 1110 Houston Street, 3rd Floor, Laredo, Texas and shall be dated and stamped before 4:00 P.M. on December 19, 2024, then publicly opened the following day at 10:00 A.M. on December 20, 2024** and read and taken under advisement for the furnishing of all necessary materials, machinery, equipment, labor, superintendence, and all other services and appurtenances required for the **Wastewater Treatment Plant Blower Building Enclosure Project** in the City of Laredo.

END OF ADDENDUM NO.2

CDM Smith
TBPE Firm Registration No. F-3043



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NOTICE TO BIDDERS

Sealed bids shall be hand delivered and received at **City Secretary's Office, 1110 Houston Street, 3rd floor, City Hall Building, Laredo, Texas, and shall be date and time stamped before 4:00 P.M. on December 5, 2024 then publicly opened the following day at 10:00 A.M. on December 6, 2024** and read, and taken under advisement for the furnishing of all necessary materials, machinery, equipment, labor, superintendence, and all other services and things required for certain wastewater system improvements for the City of Laredo. Said bid shall be marked,

"South Laredo Wastewater Treatment Blower Building Enclosure Project"

The project generally consists of providing all labor, tools, equipment and materials necessary to make modifications to the South Laredo WWTP Blower Building to enclose the blower rooms, provide HVAC improvements, modify the blower process air intakes, cooling air intakes, and cabinet cooling exhaust, and other Work indicated in the Contract Documents.

Each proposal and the proposal guaranty must be originals and must be sealed in an envelope plainly marked with the name of the project as shown above, with the name and address of the Bidder. When submitted by mail, this envelope shall be placed in another envelope addressed as indicated in this Notice to Bidders.

Only proposals and proposal guaranties actually in the hands of the designated official at the time set in this Notice to Bidders shall be considered. Proposals submitted by telephone, telegraph, or fax will not be considered.

Instructions to Bidder Conditions

1. DISADVANTAGED BUSINESS ENTERPRISE GOALS

This contract is subject to the Environmental Protection Agency's (EPA) "fair share policy", which includes EPA-approved "fair share goals" for Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms in the Construction, Supplies, Equipment, and Services procurement categories. EPA's policy requires that applicants and prime contractors make a good faith effort to award a fair share of contracts, subcontracts, and procurements to Minority Business Enterprise and Women-Owned Business Enterprise firms. Although EPA's policy does not mandate that the fair share goals be achieved, it does require applicants and prime contractors to demonstrate use of the six affirmative steps. The current fair share goals for the State of Texas are as follows:

CATEGORY	MBE	WBE
CONSTRUCTION	12.94%	8.72%
EQUIPMENT	7.12%	5.39%
SERVICES	10.84%	5.72%
SUPPLIES	9.68%	9.34%

2. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin. Bidders on this work will be required to comply with the President's Executive Order No. 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

3. DEBARMENT AND SUSPENSION CERTIFICATION

This contract is subject to the provisions the Federal Debarment and Suspension requirements of 2CFR Part 1532.220 and 1532.332.

4. BID GUARANTY

Each bidder shall furnish a bid guaranty equivalent to five percent of the bid price. (Water Code 17.183). If a bid bond is provided, the contractor shall utilize a surety company which is authorized to do business in Texas in accordance with Art.7.19–1. Bond of Surety Company; Chapter 7 of the Insurance Code.

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5. AWARD OF CONTRACT TO NONRESIDENT BIDDER

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located. A non-resident bidder is a contractor whose corporate offices or principal place of business is outside of the state of Texas. (Source: Texas Government Code Chapter 2252 Subchapter A Nonresident Bidders, (§ 2252.002.)

Bidders are expressly advised to review the General Conditions of the proposed Contract as to the causes which may lead to the disqualification of a bidder and/or the rejection of a bid proposal. Unless all bids are rejected, Owner agrees to give Notice of Award of Contract to the successful bidder within ninety (**90**) days after the date of the bid opening or for such longer period of time that Bidder may agree to in writing upon request of Owner.

Bidders are expected to inspect the site of the work and inform themselves regarding all local conditions.

A non-mandatory Virtual Pre-Bid Conference with prospective bidders will be held November 14, 2024, at 10:00 A.M.

Pre-bid site visit will be on appointment basis with Mr. Tomas Hernandez (956) 721-2022. The site address is at the South Laredo Wastewater Treatment Plant, 309 River Front, Laredo, TX 78046.

Copies of the plans and specifications may be reviewed and downloaded from City website at: https://www.cityoflaredo.com/departments/purchasing-division/bids

TEXAS ETHICS COMMISSION HOUSE BILL 1295 DISCLOSURE REQUIREMENTS

The City may not accept this bid until it has received from the bidder a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The undersigned understands that failure to provide said form complete with a certificate number assigned by the TEC will result in a non-conforming bid and will prohibit the City from considering this bid for acceptance.

Provision of Texas Ethics Commission Form 1295 ("TEC Form 1295") by Bidders: Effective January 1, 2016, pursuant to Texas Government Code § 2252.908 (the "Interested Party Disclosure Act" or the "Act"), the City may not award the contract to a bidder unless the bidder has provided to the City a completed, signed and notarized TEC Form 1295 which has been assigned a certificate number by the Texas Ethics Commission (the "TEC"). Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately, but must be provided to the City prior to the award of the contract. For purposes of completing the TEC Form 1295, the entity's name is City of Laredo; the contract ID number is 2517-96098; and the description of goods and services is South Laredo Wastewater Treatment Plant 12 MGD to 18 MGD Expansion Belt Filter Presses Replacement Project. Neither the City nor its Engineer have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295.

See Attachment A – Texas Ethics Commission Houston Bill 1295, Section 2252.908 of the Government Code.

Publication Dates:
November 3, 2024
November 10, 2024

FOR Mario I. Maldonado, Jr. City Secretary

REC'D CITY SEC OFF
OCT 31 '24 AM 9:12

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PROPOSAL AND AFFIDAVIT

To: The City of Laredo, Texas
Attn: Honorable Mayor Dr. Victor D. Trevino

From: MAGE 4GROUP, LTD.
Contractor

Address: 315 Calle del Norte, Suite 201.
Laredo, Texas 78041.

PROJECT: South Laredo Wastewater Treatment Plant Blower Building Enclosure Project

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

Acknowledgment of Addenda: (Please initial and date)

Addendum No. 1: M.G 12/02/2024

Addendum No. 2: M.G 12/05/2024

Addendum No. 3: _____

Addendum No. 4: _____

Addendum No. 5: _____

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

Wage Determination: M.G 12/18/2024

Labor Provisions: M.G 12/18/2024

Affirmative Action Program: M.G. 12/18/2024.

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NON-COLLUSION AFFIDAVIT

STATE OF TEXAS { }

COUNTY OF WEBB { }

MIGUEL GOMEZ
being first duly sworn, deposes and says

That he is MAGE 4GROUP, LTD.
(a Partner or Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price 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.

MIGUEL GOMEZ.
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 18 day of December, 2024.

Notary Public

My Commission expires

03-13-2026

MELISSA CRUZ
Notary Public, State of Texas
Comm. Expires 03-13-2026
Notary ID 5578804

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PROJECT: **South Laredo Wastewater Treatment Plant Blower Building Enclosure Project**

INFORMATION FROM BIDDERS

The Bidder shall furnish the following and it Must be Completed and Submitted with the Bid Proposal. Failure to provide the information will cause the Bid to be non-responsive and may cause its rejection.

Statement of Qualifications: (Similar Municipal Water and/or Wastewater Projects completed within the last 7 years with a minimum construction cost of **$500,000 by the Bidder**)

1. Name of Project: CDBG ARTURO BENAVIDES MEMORIAL PARK. SPLASH PAD.

   Bidder's Project Manager: MIGUEL GOMEZ

   Bidder's Project Superintendent: SEBASTIAN COBO

   Owner: CITY OF LAREDO

   Value of Contract: $1,097,780.00

   Date Completed: 05-06-2024

   Completed within the specified time: YES

   If not, please explain why: N/A

   Project Change Order Amounts: $ 201,200.00

   Owner Contact Person:

   Owner Name: City of Laredo - Engineering department.

   Owner Address: 1110 Houston st. Laredo. Texas 78040.

   Owner Phone No.: 956-791 7346

2. Name of Project: San Isidro Booster pump station site improv.

   Bidder's Project Manager: MIGUEL GOMEZ

   Bidder's Project Superintendent: SEBASTIAN COBO

   Owner: CITY OF LAREDO

   Value of Contract: $ 305,380.00

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Date Completed: 09-03-2024

Completed within the specified time: YES.

If not, please explain why: N/A

Project Change Order Amounts: $ 0.00

Owner Contact Person:

Owner Name: City of Laredo - Engineering department

Owner Address: 1110 Houston st. Laredo. Texas 78040.

Owner Phone No.: 956- 791 7346

3. Name of Project: 36" Discharge overflow line @ Lyon station

Bidder's Project Manager: MIGUEL GOMEZ

Bidder's Project Superintendent:

Owner: City of Laredo - Utitities department.

Value of Contract: $ 250,000.00

Date Completed: 12-10-2017

Completed within the specified time: YES

If not, please explain why: N/A

Project Change Order Amounts: $ 0.00

Owner Contact Person:

Owner Name: City of Laredo - Utilities department.

Owner Address: 1102 Bob bullock Loop, Laredo, Texas 78043

Owner Phone No.: 956-727 6402

Experience Data: (Include name and attach experience record of the Proposed Project Superintendent and Proposed Project Manager for the South Laredo Wastewater Treatment Plant Blower Building Enclosure Project)

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1. Name of Proposed Project Manager: MIGUEL GOMEZ

2. Name of Proposed Project Superintendent: SEBASTIAN COBO

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

Subcontractors: Submit with the Bid Proposal a list of proposed Subcontractors who will perform the following work as well as list the proposed subcontractors who will perform work having a value of more than five (5) percent of the total contract amount. The information provided will be used in the evaluation of the Bidder. At a minimum, the three (3) apparent low bidders shall provide the contact person address and phone number for the subcontractor listed and five (5) references as well as the subcontractor amount. The references shall be for similar size and type of project. The references shall include name of project, Owner contact information, Engineer contact information, and General Contractor contact information. The contact information shall include name, phone number, and address. The address and phone number and the references for the subcontractor shall be submitted to the Owner and Engineer within twenty – four (24) hours of the bid opening.

Subcontractor	Work to be Performed
1 Quantum Electric	Electrical
2 Prime Control	Instrumentations and controls.
3 Gutierrez machine	mechanical piping.
4 Trois Enterprises, inc	structural steel enclosure.

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CITY OF LAREDO
UTILITIES DEPARTMENT

PROJECT: **South Laredo Wastewater Treatment Plant Blower Building Enclosure Project**

BID SCHEDULE

Item No.	Estimated Quantity	Unit	Name of Pay Item with Unit Bid Price Written in Words	Unit Bid (Figures)	Amount Bid (Figures)
	A. LUMP SUM BASE BID WORK				
1	1	L.S.	Mobilization for contractor's forces and equipment necessary to perform the scope of work defined under the contract. Shall include costs for Contractor's insurances and bonds, construction/ building and stormwater permits and fees, job trailers and site administration expenses and utilities.	$ 105,000.00	$ 105,000.00
2	1	L.S.	Modifications to the South Laredo WWTP Blower Building to enclose the blower rooms, provide HVAC improvements, modify the blower process air intakes, cooling air intakes, and cabinet cooling exhaust, and other Work indicated in the Contract Documents.	$ 1,982,000.00	$ 1,982,000.00

TOTAL – A. LUMP SUM BASE BID PRICE $ 2,087,000.00

TOTAL – A. LUMP SUM BASE BID WRITTEN IN WORDS: TWO MILLION EIGHTY SEVEN THOUSAND Dollars and ZERO Cents.

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Item No.	Estimated Quantity	Unit	Name of Pay Item with Unit Bid Price Written in Words	Unit Bid (Figures)	Amount Bid (Figures)
	B. CASH ALLOANCES				
3	1	L.S.	An allowance for miscellaneous additional related work including piping, equipment, structural, electrical, instrumentation and control, identified in written request to the Contractor during construction; complete in place and approved by the Owner.	$ 50,000.00	$ 50,000.00

TOTAL – B. CASH ALLOWANCES $ 50,000.00

TOTAL – B. CASH ALLOWANCES WRITTEN IN WORDS:

FIFTY THOUSAND

Dollars

and Cents.

TOTAL BID PRICE (A+B) $ 2,137,000.00

TOTAL BID PRICE (A+B) WRITTEN IN WORDS: TWO MILLION

ONE HUNDRED THIRTY SEVEN THOUSAND

Dollars

and ZERO Cents.

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STATEMENT OF MATERIALS AND OTHER CHARGES

PROJECT: South Laredo Wastewater Treatment Plant Blower Building Enclosure Project

MATERIALS INCORPORATED INTO THE PROJECT: $ 1,389,050.00

ALL OTHER CHARGES: $ 747,950.00

*TOTAL: $ 2,137,000.00

*This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE BOUND CONTRACTS IS TO BE FILLED OUT

The Bidder further agrees to pay, as Liquidated Damages, the amounts provided in Division B, Section 1 for failure to Substantially Complete and/or have Totally Complete and ready for Final Payment within the specified completion times.

BIDDER must answer the following questions (refer to INSTRUCTIONS FOR BIDDERS for definitions):

A. Is the bidder that is making and submitting this bid a "RESIDENT BIDDER" or a "NONRESIDENT BIDDER?

Answer: RESIDENT BIDDER.

B. If the bidder is a "NONRESIDENT BIDDER", does the State in which the Nonresident Bidder's principal place of business is located have a law requiring a Nonresident Bidder of that State to bid a certain amount or percentage under the bid of a Resident Bidder of that State in order for the Nonresident Bidder of that State to be awarded a contract on his bid in such State?

Answer: N/A

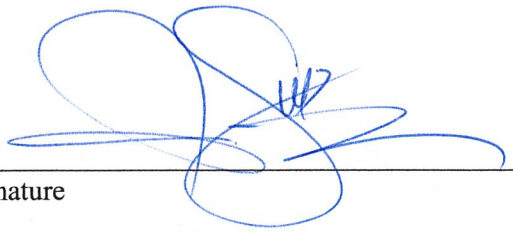
C. If the answer to Question B above is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid of a Resident Bidder of that State in order to be awarded a contract on such bid in said State?

Answer: N/A

_____

Contractor

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Managing Partner.

Signature | Title

315 Calle del Norte, suite 201. Laredo / Texas 78041.

Address | City/State | Zip Code

Telephone Number: 956 - 286 97 31

Fax Number: _____

Date: 12/18/2024.

NOTE: ALL BID ITEMS WILL BE PAID FOR WHEN COMPLETE IN PLACE, TESTED, AND ACCEPTED BY THE OWNER.

END OF SECTION

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MARKEL

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Mage 4Group, Ltd as principal, hereinafter called the "Principal," and **MARKEL INSURANCE COMPANY**, 9500 Arboretum Blvd, STE 400, Austin, TX 78759 , as surety, hereinafter called the "Surety," are held and firmly bound unto City of Laredo as obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Greatest Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for South Laredo Wastewater Treatment Plant Blower Building Enclosure Project.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 19th day of December, 2024.

Principal: Mage 4Group, Ltd

By: _____
Signature

Name: Miguel Gomez
Title: Managing Partner

Markel Insurance Company

By: Yolanda Lopez
Signature

Name: Yolanda Lopez
Attorney-in-Fact

The Rider(s) Attached Hereto Is/Are Incorporated Under the Bond and Contains Important Coverage Information and Limitations

POA# Bid Bond

Markel Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That MARKEL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint

Yolanda Lopez

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings of other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Principal: Mage 4Group, Ltd
Obligee: City of Laredo
Amounts: $ Five Percent (5%) of the Greatest Amount Bid

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution of the Board of Directors of Markel Insurance Company:

RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for on behalf of the Company, subject to the following provisions:
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Secretary.
FURTHER RESOLVED, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

In Witness Whereof, MARKEL INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed this 13th day of January , 2023.

MARKEL INSURANCE COMPANY

By: _____
Lindey Jennings, Vice President

State of Texas
County of Travis:

MARKEL INSURANCE CORPORATE SEAL COMPANY ILLINOIS

On this 13th day of January , 2023 before me personally came Lindey Jennings, to me known, who being by me duly sworn, did depose and say that he resides in Travis County, Texas, where he is Vice President of MARKEL INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JULIE E. MCCLARY
Notary Public State of Texas
Commission # 12947680-5
Commission Expires March 29, 2026

By: _____
Julie E. McClary, Notary Public
My commission expires 3/29/2026

I, Andrew Marquis, Assistant Secretary of MARKEL INSURANCE COMPANY, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and, furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Austin, Texas this 19th day of December , 2024 .

By: _____
Andrew Marquis, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this Power you may call (713) 812-0800 on any business day between 8:30 AM and 5:00 PM CST.

Markel Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

Markel Insurance Company
9500 Arboretum Blvd., Suite 400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned RAVA Construction, LLC as Principal and Federal Insurance Company as Surety, are held and firmly bound unto the City of Laredo, Texas, hereinafter referred to as the Owner, in the penal sum of Five Percent of the Greatest Amount Bid ($ 5% G.A.B.) ; for the payment of which, well and truly to be made, we hereby jointly and severally bid ourselves, our heirs, executors, administrator, successors and assigns.

Signed, this 19th day of December, 2024.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Laredo, Texas a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing for the South Laredo Wastewater Treatment Plant Blower Building Enclsoure Project.

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

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

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

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

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

RAVA Construction, LLC
Principal

By: _____ (Seal)

Federal Insurance Company
Surety

By: _____ (Seal)
Ashley Britt
Attorney-In-Fact

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CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Stacey Bosley, Ashley Britt, Robert C. Davis, Will Duke, Lacey Hitchcock, Nikole Jeannette, Lucas Lomax, Barry K. McCord, David T. Miclette, Stacy Owens, and Nancy Rios of Houston Texas; Rita G. Gulizo of New Orleans, Louisiana ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **22nd** day of **August 2024.**

Rupert HD Swindells, Assistant Secretary

Warren Eichhorn, Vice President

STATE OF NEW JERSEY
County of Hunterdon SS.

On this **22nd** day of **August, 2024** before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22,2027

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect.
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 19th of December, 2024.

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

CHUBB®

POLICYHOLDER INFORMATION NOTICE

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Chubb's toll-free telephone number for information or to make a complaint at

1-800-36-CHUBB

You may send information to Chubb at:

Eastern Claim Service Center
600 Independence Parkway
Chesapeake, VA 23320
Attn: Surety Support
Phone: 800-252-4670 Fax: 800-664-5358

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de Chubb's para información o para someter una queja al

1-800-36-CHUBB

Usted puede enviar información a Chubb en:

Eastern Claim Service Center
600 Independence Parkway
Chesapeake, VA 23320
Attn: Surety Support
Phone: 800-252-4670 Fax: 800-664-5358

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resueve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

SPECIAL PROVISION

No. 000-6233

IMPORTANT INFORMATION TO CONTRACTORS

The Contractor's attention is directed to rule 3.291, paragraphs (a) (1), defining separated contracts, subsection (b) (3), discussing separated contracts, and subsection (c), discussing exempt contracts. Reference: Texas Tax Code, Chapter 151.

Contractors should note those organizations in subsection (c) that the rule shows as being exempt no longer qualify for the exemption. The rule states that contractors improving realty for organizations listed in Texas Tax Code 151.309 and 151.310 are exempt from tax. THIS IS NO LONGER TRUE EFFECTIVE WITH CONTRACTS SIGNED ON OR AFTER AUGUST 15, 1991.

Only those contracts with school districts and nonprofit hospitals qualify for the exemption discussed in subsection (c) of Rule 3.291.

The Comptroller is amending the rule to reflect this change.

If the low bidder elects to operate under separated contract as defined by Rule 3.291, by obtaining the necessary permits from the State Comptroller's office allowing the purchase of materials for incorporation in this project without having to pay the Limited Sales and Use Tax at the time of purchase, the low bidder shall identify separately from all other charges the total agreed contract price for materials incorporated into the project. This form shall be filled out by the low bidder in each of the two bound copies of the contract. Total materials shall only include materials physically incorporated into the realty.

If the Contractor operates under a "separated contract", the Department will furnish the Contractor with an exemption certificate for the applicable materials.

In order to comply with the requirements of Rule 3.291, as mentioned above, it will be necessary for the Contractor to obtain a sales tax permit.

It will also be necessary that the Contractor Issue resale certificates to his suppliers.

Sales tax application for a sales tax permit and information regarding resale certificates may be obtained by writing to:

Comptroller of Public Accounts
Capital Station
Austin, Texas 78774

The contractor may also receive information or request sales tax permit applications by calling the State Comptroller's tollfree number 1-800-252-5555.

Subcontractors are eligible for sales tax exemption if the subcontract is made in such manner that the charges for materials are separated from all other charges. The procedure described above will affect a satisfactory separation. When subcontractors are handled in this manner, the Contractor must issue a resale certificate to the manner, the Contractor must issue a resale to the subcontractor and the subcontractor, in turn, must issue a resale certificate to his supplier.

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STATEMENT OF MATERIALS AND OTHER CHARGES

MATERIALS INCORPORATED INTO THE PROJECT: $ 1,178,572.00

ALL OTHER CHARGES: $ 2,311,428.00

*TOTAL: $ 3,490,000.00

*This total must agree with the total figure shown in the Item and Quantity Sheets in the bound Contract.

For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less then the invoice price for such material to the Contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE BOUND CONTRACTS IS TO BE FILLED OUT.

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PROPOSAL AND AFFIDAVIT

To: The City of Laredo, Texas
Attn: Honorable Mayor Dr. Victor D. Trevino

From: RAVA Construction LLC
Contractor

Address: 10333 Westoffice Dr.

Houston, TX 77042

PROJECT: South Laredo Wastewater Treatment Plant Blower Building Enclosure Project

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

Acknowledgment of Addenda: (Please initial and date)

Addendum No. 1: 12/02/2024

Addendum No. 2: 12/05/2024

Addendum No. 3: _____

Addendum No. 4: _____

Addendum No. 5: _____

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

Wage Determination: 12/19/2024

Labor Provisions: 12/19/2024

Affirmative Action Program: 12/19/2024

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NON-COLLUSION AFFIDAVIT

STATE OF TEXAS { }

COUNTY OF WEBB { }

Atul Raj

being first duly sworn, deposes and says

That he is President of RAVA Construction LLC
(a Partner or Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price 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.

Signature of Atul Raj

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 19th day of December, 2024.

Notary Public

My Commission expires

07/29/2025

KARA MEYER
My Notary ID # 133240312
Expires July 29, 2025

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PROJECT: **South Laredo Wastewater Treatment Plant Blower Building Enclosure Project**

INFORMATION FROM BIDDERS

The Bidder shall furnish the following and it Must be Completed and Submitted with the Bid Proposal. Failure to provide the information will cause the Bid to be non-responsive and may cause its rejection.

Statement of Qualifications: (Similar Municipal Water and/or Wastewater Projects completed within the last 7 years with a minimum construction cost of **$500,000 by the Bidder**)

1. Name of Project: Northwest Wichita Water Treatment Facility

   Bidder's Project Manager: Daniel Cobos

   Bidder's Project Superintendent: Robbie Carlilse

   Owner: Wichita Water Partners

   Value of Contract: $13,278,513.29

   Date Completed: September 2024

   Completed within the specified time: yes

   If not, please explain why: _____

   _____

   Project Change Order Amounts: $ $170,000.00

   Owner Contact Person:

   Owner Name: David Kinchen

   Owner Address: 5232 W. 21st St N, Wichita, KS 67205

   Owner Phone No.: 678-575-4411

2. Name of Project: Wylie WTP Project 517 Structural and Mechanical Improvements

   Bidder's Project Manager: Daniel Cobos

   Bidder's Project Superintendent: Hector Elizondo

   Owner: NTMWD

   Value of Contract: $13,122,569.85

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Date Completed: May 2024

Completed within the specified time: yes

If not, please explain why: _____

Project Change Order Amounts: $ $0

Owner Contact Person:

Owner Name: Stephen Fox

Owner Address: 8001 Arista Place, Suite 500, Broomfield, CO 80021

Owner Phone No.: 469-501-2464

3. Name of Project: NHCRWA SH 249 Pump Station: Commercial Bldgs Package

Bidder's Project Manager: _____

Bidder's Project Superintendent: _____

Owner: NHCRWA

Value of Contract: $6,957,056.00

Date Completed: September 2024

Completed within the specified time: Yes

If not, please explain why: _____

Project Change Order Amounts: $ $347,450.00

Owner Contact Person:

Owner Name: Todd Fisher

Owner Address: 1901 Hollister St.,Houston, TX 77080

Owner Phone No.: 713-569-0738

Experience Data: (Include name and attach experience record of the Proposed Project Superintendent and Proposed Project Manager for the South Laredo Wastewater Treatment Plant Blower Building Enclosure Project)

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1. Name of Proposed Project Manager: Devan Raj

2. Name of Proposed Project Superintendent: Rene Pena

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

Subcontractors: Submit with the Bid Proposal a list of proposed Subcontractors who will perform the following work as well as list the proposed subcontractors who will perform work having a value of more than five (5) percent of the total contract amount. The information provided will be used in the evaluation of the Bidder. At a minimum, the three (3) apparent low bidders shall provide the contact person address and phone number for the subcontractor listed and five (5) references as well as the subcontractor amount. The references shall be for similar size and type of project. The references shall include name of project, Owner contact information, Engineer contact information, and General Contractor contact information. The contact information shall include name, phone number, and address. The address and phone number and the references for the subcontractor shall be submitted to the Owner and Engineer within twenty – four (24) hours of the bid opening.

Subcontractor	**Work to be Performed**
Square E Engineering LLC	Electrical

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CITY OF LAREDO
UTILITIES DEPARTMENT

PROJECT: **South Laredo Wastewater Treatment Plant Blower Building Enclosure Project**

BID SCHEDULE

Item No.	Estimated Quantity	Unit	Name of Pay Item with Unit Bid Price Written in Words	Unit Bid (Figures)	Amount Bid (Figures)
	A. LUMP SUM BASE BID WORK				
1	1	L.S.	Mobilization for contractor's forces and equipment necessary to perform the scope of work defined under the contract. Shall include costs for Contractor's insurances and bonds, construction/ building and stormwater permits and fees, job trailers and site administration expenses and utilities.	$ 500,000.00	$ 500,000.00
2	1	L.S.	Modifications to the South Laredo WWTP Blower Building to enclose the blower rooms, provide HVAC improvements, modify the blower process air intakes, cooling air intakes, and cabinet cooling exhaust, and other Work indicated in the Contract Documents.	$ 2,940,000.00	$ 2,940,000.00

TOTAL – A. LUMP SUM BASE BID PRICE $ 3,440,000.00

TOTAL – A. LUMP SUM BASE BID WRITTEN IN WORDS: Three Million Four Hundred Forty Thousand Dollars

Dollars

and zero Cents.

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Item No.	Estimated Quantity	Unit	Name of Pay Item with Unit Bid Price Written in Words	Unit Bid (Figures)	Amount Bid (Figures)
	B. CASH ALLOANCES				
3	1	L.S.	An allowance for miscellaneous additional related work including piping, equipment, structural, electrical, instrumentation and control, identified in written request to the Contractor during construction; complete in place and approved by the Owner.	$ 50,000.00	$ 50,000.00

TOTAL – B. CASH ALLOWANCES $ 50,000.00

TOTAL – B. CASH ALLOWANCES WRITTEN IN WORDS: _____

Fifty Thousand Dollars

and zero Cents.

TOTAL BID PRICE (A+B) $ 3,490,000.00

TOTAL BID PRICE (A+B) WRITTEN IN WORDS: _____

Three Million Four Hundred Ninety Thousand Dollars

and Zero Cents.

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STATEMENT OF MATERIALS AND OTHER CHARGES

PROJECT: South Laredo Wastewater Treatment Plant Blower Building Enclosure Project

MATERIALS INCORPORATED INTO THE PROJECT: $ 1,178,572.00

ALL OTHER CHARGES: $ 2,311,428.00

*TOTAL: $ 3,490,000.00

*This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE BOUND CONTRACTS IS TO BE FILLED OUT

The Bidder further agrees to pay, as Liquidated Damages, the amounts provided in Division B, Section 1 for failure to Substantially Complete and/or have Totally Complete and ready for Final Payment within the specified completion times.

BIDDER must answer the following questions (refer to INSTRUCTIONS FOR BIDDERS for definitions):

A. Is the bidder that is making and submitting this bid a "RESIDENT BIDDER" or a "NONRESIDENT BIDDER?

Answer: Resident

B. If the bidder is a "NONRESIDENT BIDDER", does the State in which the Nonresident Bidder's principal place of business is located have a law requiring a Nonresident Bidder of that State to bid a certain amount or percentage under the bid of a Resident Bidder of that State in order for the Nonresident Bidder of that State to be awarded a contract on his bid in such State?

Answer: n/a

C. If the answer to Question B above is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid of a Resident Bidder of that State in order to be awarded a contract on such bid in said State?

Answer: n/a

RAVA Construction LLC
Contractor

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Signature	President and Managing Member Title

10333 Westoffice Dr.	Houston, TX	77373
Address	City/State	Zip Code

Telephone Number: 864-304-0060

Fax Number: _____

Date: 12/18/2024

NOTE: ALL BID ITEMS WILL BE PAID FOR WHEN COMPLETE IN PLACE, TESTED, AND ACCEPTED BY THE OWNER.

END OF SECTION

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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:
2024-1249656

Date Filed:
12/16/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
RAVA Construction, LLC
Houston, 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.
2517-96098
South Laredo Wastewater Treatment Plant 12 MGD to 18 MGD Expansion Belt Filter Presses Replacement Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Raj, Atul	Houston, TX United States	X	
Vaughn, Michael	Houston, TX United States	X	
Vaughn, William	Houston, TX United States	X	
Vaughn, Joseph Thomas	Houston, TX United States	X	
Simpson, Michael	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Atul Raj, and my date of birth is 12/03/1962.

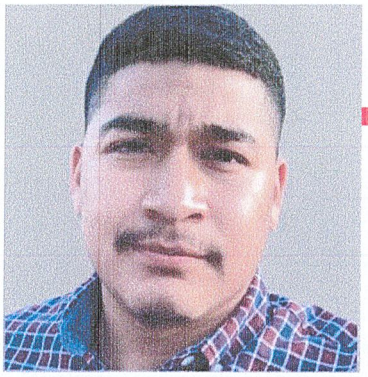
My address is 407 Lakeside Blvd. (street), Sugarland (city), TX (state), 77042 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 19th day of December (month), 2024 (year).

KARA MEYER
My Notary ID # 133240312
Expires July 29, 2025

Signature of authorized agent of contracting business entity
(Declarant)



RENE PENA
SUPERINTENDENT

RAVA CONSTRUCTION

Rene has a good eye for detail, which is useful for noticing little things that affect the safety of a project. He also excels as finding solutions to the problems he spots. As a safety manager, Rene implements and maintains safety processes and programs that help execute the work with a goal of being incident and injury free. He attends all safety meetings, providing Spanish language instruction to our team or subcontractors who require Spanish instruction.

EXPERIENCE AND CERTIFICATION

6 Years of Industry Experience
1 Years with RAVA Team

TRAINING

OSHA 30- Hour
First Aid/CPR Certified/BBP

REFERENCES

Tracy Robles | PLW | trobles@plwus.com
346-901-0278
Ian Spenla | PLW | Ispenla@plwus.com
214-862-8812

PROJECT EXPEIENCE

- **City of Laredo, Jefferson West High Service Pump Station, Laredo, TX**
  $11.7M replace existing WHSP in the Jefferson WTP, structural modification of the existing Clearwell number 1 underground storage tank, and modification of yard piping.
- **NTMWD Wylie WTP Project 517, Phase I and Phase II, S-01, S-08, & S-09, Wylie, TX**
  $11.7M subcontract with MWH **S-01**: structural rehab of Clearwells 2-3 & 2-4. **$7.6M S-08:** demo & rehab of Clearwell 3-1. **$4.7M S-09:** for demo of existing expansion joints, repairs, & improvements for Filter 20-21.
- **City of Houston, Northeast Water Purification Project (NEWPP), Houston, TX**
  $192M Completed 2 lift stations, 2 Headwalls. Supervised subcontractors and instructed them on tasks that needed to be completed. Supervised various crews, kept track of inventory.



DEVAN RAJ
PROJECT ENGINEER

Devan's responsibilities include assisting the project manager in coordinating the day-to-day flow of materials, including shop drawings, submittals, and requests for information. He excels at managing all detailed interaction on plans and specifications and coordinates project close-out from project beginning to completion.

EXPERIENCE AND CERTIFICATION

6 Years of Industry Experience
2 Years with RAVA

TRAINING

OSHA 30- Hour
SWPPP Training

PROJECT EXPEIENCE

- **City of Laredo, Jefferson West High Service Pump Station, Laredo, TX**
  $11.7M replace existing WHSP in the Jefferson WTP, structural modification of the existing Clearwell number 1 underground storage tank, and modification of yard piping.
- **College Station ISD, Cypress Groves Intermediate Renovations & Security Vestibules, College Station, TX**
  Summer Renovations to Cy Groves Intermediate and safety improvements to Security Vestibules. Substantial Completion achieved as of August 2nd, 2024, with classes beginning on August 14th, 2024, as scheduled.
- **College Station ISD, AMCHS Renovations Phase III, College Station, TX**
  Part of a multi-phase renovation project of the existing AMCHS campus. The project scope involves the renovation of the approximately 111,000 square feet of the existing AMCHS.

Date: Decemeber 20, 2024
Time: 10:00 AM

Place: City Secretary's Office

Bid: South Laredo Wastewater Treatment blower Building Enclosure

Attendance List

Name	Company	Address	Telephone
Stephanie J Alcala	City of Laredo	1110 Houston St.	956-791-7308
Gerardo Garza			
Rava Construction			
Tomas H			

City of Laredo Bid Information

Date: December 20, 2024 Time: 10:00 a.m. Place: City Secretary's Office BID: South Laredo Wastewater Treatment blower Building Enclosure		#1		#2		#3		#4	
		MAGE 4 Group , LTD		Rava Construction LLC					
		Addendum:		Addendum:		Addendum:		Addendum:	
	Bid Bond	Yes__No__ N/A __		Yes__No__ N/A __		Yes__ No__ N/A __		Yes__ No__ N/A __	
	Copies	Yes___ No___ # ___		Yes___ No___ # ___		Yes___ No___ # ___		Yes___ No___ # ___	
Description	Item No.	Unit Price	Ext. Bid	Unit Price	Ext. Bid	Unit Price	Ext. Bid	Unit Price	Ext. Bid
	Total Response:	$2,137,000.00		3,490.00.00					

Note: All bid information is subject to City review and approval.

City of Laredo

City Council

Meeting Date: 3/17/2025 **Laredo Mass Transit Board 36.**

SUBJECT
Consideration to award professional services contract to Sepulveda Associates Architects, Inc., Laredo, Texas in the amount not to exceed $78,208.35 for City of Laredo El Metro Transit Center Building Assessment Study located at 1319 Farragut Street for basic architectural and engineering services. Funding is available in the Transit System-2019 Certificate of Obligation Bond.

PREVIOUS COUNCIL ACTION
On December 2, 2024, City Council authorized the approval of the selection of the top ranked consultant for the RFQ FY23-ENG-18 El Metro Transit Center Renovations and Building Upgrades; and authorization to negotiate a professional services contract. A total of three (3) firms responded to the request for qualifications and presented before the evaluation committee on Wednesday, October 30, 2024. The committee recommends the selection of Sepulveda Associates Architects, Inc., Laredo, Texas. There is no financial impact at this time.

BACKGROUND
Scope of services include but are not limited to:
Notice is hereby given that the City of Laredo is accepting Statement of Qualifications (SOQs) from qualified firms interested in providing professional services to prepare Architectural and Engineering schematic designs, design development, construction documents, procurement services, bid documents, specifications and estimates for renovations & building upgrades to El Metro Transit Center located at 1301 Farragut Street.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of this motion.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	Transit System-2019 C.O. Bond
Account #:	518-9874-597-0518
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the Transit System-2019 Certificate of Obligation Bond.

Account #518-9874-597-0518

City of Laredo

City Council

Meeting Date: 3/17/2025 **Laredo Mass Transit Board 37.**

SUBJECT
Consideration to authorize the purchase of a three (3) year software service, Swiftly, provided by vendor Vertosoft, LLC in the total amount of $298,838.88. This web-based software will provide real-time bus services and on-time performance monitoring for El Metro fixed-route services. The purchase will be made utilizing the TIPS USA contract number 220105. The purchase will be funded through the FTA grant TX-2024-001. Funding is available in the Transit System-Capital Grants Fund.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The Swiftly software will be replacing the Alpine System software for the fixed-route services. Swiftly will provide real-time passenger information, live operations, GPS playback, on-time performance and run-times for each bus/vehicle.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this resolution.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	FTA TX-2024-001
Account #:	518-572-583-5588
Change Order: Exceeds 25% Y/N:	n/a

FINANCIAL IMPACT:
Funding is available through the FTA grant TX-2024-001, allocated within the Transit System-Capital Grants Fund.

1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 8/26/2024, 12:50 PM

Phone: 571 707-4130
Fax: 571-291-4119
Email: sales@vertosoft.com

Vertosoft Contact: David Ball
Phone: (571) 218-5194
Email: david.ball@vertosoft.com

Swiftly Quote for City of Laredo, TX

Contract: TIPS: 220105

Quote #: Q-07664
Expires On: 9/25/2024

Ship To
City of Laredo, TX

Quote For:
Name: Eloisa Mascorro
Company: City of Laredo, TX
Email: Emascorro@ci.laredo.tx.us
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 3/17/2025
Overall POP End Date: 3/16/2027

Year 1

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
SWFT-CP-RTPP-2	Real-Time Passenger Information Module	48.00	$283.16	$13,591.68
SWFT-CS-LO-2	Annual subscription per vehicle for Live Operations. 25-49 vehicle tier. Unlimited agency users.	48.00	$283.16	$13,591.68
SWFT-CS-GPS-2	Annual subscription per vehicle for GPS Playback. 25-49 vehicle tier. Unlimited agency users.	48.00	$283.16	$13,591.68
SWFT-CS-OTP-2	Annual subscription per vehicle for On-Time Performance. 25-49 vehicle tier. Unlimited agency users.	48.00	$283.16	$13,591.68
SWFT-CS-RT-2	Annual subscription per vehicle for Run-Times. 25-49 vehicle tier. Unlimited agency users.	48.00	$283.16	$13,591.68
SWFT-CP-SA-2	Annual subscription per vehicle for Service Adjustments. 25-49 vehicle tier. Unlimited agency users.	48.00	$423.16	$20,311.68

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
SWFT-SETDC-3	Swiftly Implementation Services	240.00	$62.74	$15,057.60
			Year 1 TOTAL:	$103,327.68

Year 2

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
SWFT-CP-RTPP-2	Real-Time Passenger Information Module	48.00	$302.98	$14,543.04
SWFT-CS-LO-2	Annual subscription per vehicle for Live Operations. 25-49 vehicle tier. Unlimited agency users.	48.00	$302.98	$14,543.04
SWFT-CS-GPS-2	Annual subscription per vehicle for GPS Playback. 25-49 vehicle tier. Unlimited agency users.	48.00	$302.98	$14,543.04
SWFT-CS-OTP-2	Annual subscription per vehicle for On-Time Performance. 25-49 vehicle tier. Unlimited agency users.	48.00	$302.98	$14,543.04
SWFT-CS-RT-2	Annual subscription per vehicle for Run-Times. 25-49 vehicle tier. Unlimited agency users.	48.00	$302.98	$14,543.04
SWFT-CP-SA-2	Annual subscription per vehicle for Service Adjustments. 25-49 vehicle tier. Unlimited agency users.	48.00	$452.78	$21,733.44
			Year 2 TOTAL:	$94,448.64

Year 3

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
SWFT-CP-RTPP-2	Real-Time Passenger Information Module	48.00	$324.20	$15,561.60
SWFT-CS-LO-2	Annual subscription per vehicle for Live Operations. 25-49 vehicle tier. Unlimited agency users.	48.00	$324.20	$15,561.60
SWFT-CS-GPS-2	Annual subscription per vehicle for GPS Playback. 25-49 vehicle tier. Unlimited agency users.	48.00	$324.20	$15,561.60
SWFT-CS-OTP-2	Annual subscription per vehicle for On-Time Performance. 25-49 vehicle tier. Unlimited agency users.	48.00	$324.20	$15,561.60
SWFT-CS-RT-2	Annual subscription per vehicle for Run-Times. 25-49 vehicle tier. Unlimited agency users.	48.00	$324.20	$15,561.60
SWFT-CP-SA-2	Annual subscription per vehicle for Service Adjustments. 25-49 vehicle tier. Unlimited agency users.	48.00	$484.47	$23,254.56
			Year 3 TOTAL:	$101,062.56

TOTAL: $298,838.88

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at https://www.vertosoft.com/terms-and-conditions-swiftly

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.
Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

Printed 27 February 2025

www.vertosoft.com

Vertosoft LLC

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM
PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER

PAYMENT TO		TIPS CONTACT	
ADDRESS	1602 Village Market Blvd. #320	NAME	Charlie Martin
CITY	Leesburg	PHONE	(866) 839-8477
STATE	VA	FAX	(866) 839-8472
ZIP	20175	EMAIL	tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY | PR

Overview

Vertosoft LLC (Vertosoft) is focused on delivering innovative and emerging technologies services to members of The Interlocal Purchasing System (TIPS). Consistent with our dedication to government customers, Vertosoft has deep knowledge and experience supporting all phases of the government acquisition life cycle. We specialize in providing emerging technology services to public sector organizations across the country. This includes acceleration programs for machine learning and artificial intelligence, cloud migration and management, and support for financial reporting automation

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
220105	Technology Solutions Products and Services	05/31/2027	See EDGAR Certification Doc.
230601	Consulting and Other Related Services	08/31/2028	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

220105

Jay Colavita	President	(703) 568-4703	contracts@vertosoft.com
Chet Hayes	CTO	(571) 707-4137	chet@vertosoft.com

230601

Jay Colavita	President	(703) 568-4703	contracts@vertosoft.com
Chet Hayes	CTO	(571) 707-4137	chet@vertosoft.com

RESOLUTION NO. 2025-RT-13

CONSIDERATION TO AUTHORIZE THE PURCHASE OF A THREE (3) YEAR SOFTWARE SERVICE, SWIFTLY, PROVIDED BY VENDOR VERTOSOFT, LLC IN THE TOTAL AMOUNT OF $298,838.88. THIS WEB-BASED SOFTWARE WILL PROVIDE REALL-TIME BUS SERVICES AND ON-TIME PERFORMANCE MOINTORING FOR EL METRO FIXED-ROUTE SERVICES. THE PURCHASE WILL BE MADE UTILIZING THE TIPS USA CONTRACT NUMBER 220105. THE PURCHASE WILL BE FUNDED THROUGH THE FTA TX-2024-001. FUNDING IS AVAILABLE IN THE TRANSIT SYSTEM-CAPITAL GRANTS FUND.

WHEREAS, the City of Laredo, Texas, authorizes the City Manager to purchase a three (3) year web-based software service, Swiftly, provided by vendor Vertosoft, LLC; and

NOW THEREFORE, BE IT RESOLVED BY THE LAREDO MASS TRANSIT BOARD THAT:

Section 1. the City Manager is authorized to purchase the three (3) year software services; and

Section 2. the City Manager is authorized to execute all necessary documents relating to the said grant; and

Section 3. the grant funds shall be encumbered in the Laredo Transit Operating Fund.

PASSED BY THE LAREDO MASS TRANSIT BOARD AND APPROVED BY THE MAYOR ON THIS_____DAY OF_____2025.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____

MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 3/17/2025 **Laredo Mass Transit Board 38.**

SUBJECT
Authorizing the Laredo Mass Transit Board to approve the Federal Transportation Administration (FTA) Opinion of Counsel Letter and Authorizing Resolution for Laredo Transit Management, Inc. - El Metro.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
FTA Opinion of Counsel letter serves as a legal document where an applicant's attorney formally confirms their legal authority to apply for and receive federal transit funding from the Federal Transit Administration (FTA), citing relevant state and local statutes and assuring that no legal impediments exist to receiving the grant money; essentially verifying the applicant's capacity to undertake the proposed project and manage the funds.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this resolution.

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:
No financial impact.

CITY OF LAREDO
Office of the City Attorney

Doanh "Zone" T. Nguyen*
City Attorney

Joaquin A. Rodriguez
First Assistant City Attorney

Juan B. Caballero
Xavier A. Charles
Daniel L. Walter
Amber R. Holmes
Rodolfo "Rudy" Morales III
Margaret E. Rubio
Assistant City Attorneys

* Board Certified, Labor & Employment Law
Texas Board of Legal Specialization

February 27, 2025

Dear Ms. Gail Lyssy,

This communication will serve as the requisite opinion of counsel to be filed with the Federal Transit Administration, United States Department of Transportation, in connection with the application of City of Laredo for federal transportation assistance authorized by 49 U.S.C. Chapter 53; title 23, United States Code; and other federal statutes authorizing activities administered by the Federal Transit Administration.

Citations to laws, regulations, etc. establishing the legal authority of City of Laredo to carry out transportation projects for which federal assistance is sought is set forth below:

1. The City of Laredo is authorized by the 49 U.S.C. 5307, the applicant is the designated recipient as defined at 49 U.S.C. 5307(a)(2) to provide and assist transportation;

2. The authority of City of Laredo to provide funds for the local share of the project is set forth in Chapter 453 of the Texas Transportation Code enacted by the Legislature of the state of Texas; and

3. I have reviewed the pertinent federal, state, and local laws, and I have concluded that there is no legal impediment to your filing an application for the project for which the City of Laredo seeks assistance. Furthermore, as a result of my examination, I find that there is no pending or threatened litigation or other action which might in any way adversely affect the proposed project or the capability of the City of Laredo to carry out the project.

Sincerely,

_____
Doanh "Zone" Nguyen
City Attorney

Resolution No. 2025-RT-14

Resolution authorizing the filing of applications with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for federal transportation assistance authorized by 49 U.S.C. Chapter 53; title 23, United States Code, or other federal statutes administered by the Federal Transit Administration.

WHEREAS, the Federal Transit Administrator has been delegated authority to award federal financial assistance for a transportation project;

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the applicant, and may require the applicant to provide the local share of the project cost;

WHEREAS, the applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; NOW, THEREFORE, BE IT RESOLVED BY LAREDO MASS TRANSIT BOARD

1. That Mr. Joseph W. Neeb, City Manager, is authorized to execute and file an application for federal assistance on behalf of the City of Laredo with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration. (If the applicant is requesting Urbanized Area Formula Program assistance authorized by 49 U.S.C. 5307, either alone or in addition to other federal assistance administered by the Federal Transit Administration, the resolution should state whether the applicant is the designated recipient as defined by 49 U.S.C. 5307(a)(2), or whether the applicant has received authority from the designated recipient to apply for Urbanized Area Formula Program assistance.)

2. That City Manager is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a federal assistance grant or cooperative agreement.

3. That City Manager is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Laredo.

CERTIFICATION

The undersigned duly qualified City Manager, acting on behalf of the City of Laredo, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the

Laredo Mass Transit Board held on March 17, 2025.

_____
Dr. Victor D. Treviño
Mayor

Attest:

_____
Mario I Maldonado, Jr.
City Secretary

Approved as to Form:

BY_____
Doanh “Zone” T. Nguyen
City Attorney

City of Laredo

City Council

Meeting Date: 3/17/2025 **Laredo Mass Transit Board 39.**

SUBJECT
Authorizing the Laredo Mass Transit Board to approve the Laredo Mass Transit Management, Inc. (LTMI) Disadvantage Business Enterprise (DBE) Program Plan. This plan is in accordance with regulations of the United States Department of Transportation (DOT) Title 49 Code of Regulations (CFR) Part 26 that ensure DBEs have an equal opportunity to receive and participate on DOT assisted contracts.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The Laredo Transit Management Inc. (LTMI) has established a Disadvantage Business Enterprise (DBE) Program in accordance with regulations of the United States Department of Transportation (DOT) 49 Code of Regulations (CFR) Part 26. LTMI is the designated recipient of federal financial assistance from the DOT and as a condition the LTMI has signed an assurance and will comply with 49 CFR Part 26. It is the policy of LTMI to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT assisted contracts.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this resolution.

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:
No financial impact.

Laredo Transit Management, Inc.

DBE Program



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
49 CFR PART 26

FEDERAL FISCAL YEAR 2024-2026

UPDATED AND SUBMITTED TO:

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION
817 Taylor
Fort Worth TX 77140

Updated April 2024

DBE PROGRAM

POLICY STATEMENT (Updated)

Section 26.1,26.23 Objectives/Policy Statement

The Laredo Transit Management, Inc. has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Laredo Transit Management, Inc. has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Laredo Transit Management, Inc. has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Laredo Transit Management, Inc. to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. The objectives of the DBE Program include:

1. To ensure nondiscrimination in the award and administration of DOT - assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

Ms. Eloisa Mascorro, DBE Officer, has been delegated as the DBE Liaison Officer. In that capacity, Ms. Eloisa Mascorro is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Laredo Transit Management, Inc. in its financial assistance agreements with the Department of Transportation.

Laredo Transit Management, Inc. has disseminated this policy statement to the City of Laredo Mass Transit Board Members and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts. Distribution will also be accomplished through posting on Laredo Transit Management, Inc. website, publication in the local newspaper and through electronic notification to the DBE Firms.

Robert J. Garza
General Manager

2/14/25
Date

SUBPART A - GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3 Applicability

The Laredo Transit Management, Inc. is the recipient of federal airport funds authorized by 49 U.S.C. 47101, et seq.

The Laredo Transit Management, Inc. is the recipient of federal -aid highway funds authorized under Titles I and V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), Pub. L. 102-240, 105 Stat. 1914, Titles I, III, and V of the Transportation Equity Act for the 21st Century (TEA-21, Pub. L. 105-178, 112 Stat. 107.

The Laredo Transit Management, Inc. is the recipient of federal transit funds authorized by Titles I, III, V, and VI of ISTEA, Pub. L. 102-240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, II, and V of the Teas-21, Pub. L. 105-178.

Section 26.5 Definitions

The Laredo Transit Management, Inc. will adopt the definitions contained in Section 26.5 for this program.

Section 26.7 Non-discrimination Requirements

The Laredo Transit Management, Inc. will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the Laredo Transit Management, Inc. will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Reporting to DOT: 26.11(b)

Laredo Transit Management, Inc. will report DBE participation on a quarterly basis, using DOT Form 4630. These reports will reflect payments actually made to DBEs on DOT-assisted contracts.

Bidders List: 26.11(c)

The Laredo Transit Management, Inc. will create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement is to allow use of the bidders list approach to calculating overall goals. The bidder list will include the name, address, DBE non-DBE status, age, and annual gross receipts of firms.

We will collect this information in the following ways:

A contract clause will be included that requires prime bidders to report the names/addresses, and possibly other information, of all firms who quote to them on subcontracts.

Section 26.13 Federal Financial Assistance Agreement

The Laredo Transit Management, Inc. has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: 26.13(a)

> Laredo Transit Management, Inc. shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the [Recipient] of its failure to carry out its approved program, the Department may impose sanction as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

This language will appear in financial assistance agreements with sub-recipients.

Contract Assurance: 26.13(b)

The DBELO or his/her designee will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

> *The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

SUBPART B – ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

Since the Laredo Transit Management, Inc. has received a grant of $250,000 or more in FTA planning capital, and or operating assistance in a federal fiscal year we will continue to carry out this program until all funds from DOT financial assistance have been expended. We will provide to DOT updates representing significant changes in the program.

Section 26.23 Policy Statement
The Policy Statement is elaborated on the first page of this program.

Section 26.25 DBE Liaison Officer (DBELO)

We have designated the following individual as our DBE Liaison Officer (DBELO):

Ms. Eloisa Mascorro
Grant Administrator
1301 Farragut St. 3rd Floor
Laredo, TX 78040
Telephone: 956-795-2288
E-mail: emascorro@ci.laredo.tx.us

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the Laredo Transit Management, Inc. complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the General Manager concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found in Attachment 1 to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a staff of one to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals attainment and identifies ways to improve progress.
6. Analyzes the Laredo Transit Management, Inc.'s progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the CEO\governing body on DBE matters and achievement.
9. Chairs the DBE Advisory Committee.
10. Participates in pre-bid meetings.
11. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
12. Plans and participates in DBE training seminars.
13. Certifies DBEs according to the criteria set by DOT and acts as liaison to the Uniform Certification Process in Texas Department of Transportation.
14. Provides outreach to DBEs and community organizations to advise them of opportunities.
15. Maintains the Laredo Transit Management, Inc.'s updated directory on certified DBEs.

Section 26.27 DBE Financial Institutions

It is the policy of the Laredo Transit Management, Inc. to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contract to make use of these institutions. We have made the following efforts to identify and use such institutions:

We will consult with other DBE programs to see if any exist within the State of Texas. As stated in the TUCP program directory "to date TUCP has not identified no such bank in Texas however

International Bank of Commerce may qualify as a – Hispanic American Bank. International Bank of Commerce is a federally-chartered bank that is owned by Hispanic Americans, a bank holding company. Laredo Transit Management, Inc. will encourage to the extent possible that prime contractors use such institutions.

Information on the availability of such institutions can be obtained from the DBE Liaison Officer.

Section 26.29 Prompt Payment Mechanisms

The Laredo Transit Management Inc. will include the following clause in each DOT-assisted prime contract:

> *The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from Laredo Transit Management, Inc. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Laredo Transit Management, Inc. This clause applies to both DBE and non-DBE subcontracts.*

Section 26.31 Directory

The Laredo Transit Management, Inc. accesses a combined statewide TUCP directory identifying all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. The state revised the Directory daily. We make the Directory available as follows: through promotion of websites where directories are located – Texas Department of Transportation. The TUCP Directory may be found online at http://www. txdot.gov/business

Section 26.33 Overconcentration

The Laredo Transit Management, Inc. has not identified any overconcentration exists.

Section 26.35 Business Development Programs

LTMI's Business Development Program is set out in Section 26.39

Section 26.37 Monitoring and Enforcement Mechanisms

The Laredo Transit Management, Inc. will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.

2. We will consider similar action under out own legal authorities, including responsibility determinations in future contracts. Attachment 3 lists the regulation, provisions, and contract remedies available to us in the events of non-compliance with the DBE regulation by a participant in our procurement activities.
3. We will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award are actually performed by the DBEs. This will be accomplished by regular visits to jobsites and interviews of the personnel performing work.
4. We will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

SUBPART C - GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The Laredo Transit Management, Inc. does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 4 to this program. This section of the program will be updated every three (3) years.

In accordance with Section 26.45(f) the Laredo Transit Management, Inc. will submit its overall goal to the FTA on November 1st at three-year intervals. Before establishing the three-year overall goal, the Laredo Transit Management, Inc. will consult, at a minimum, with the DBE directory published by TXDOT, Census Bureau Data, local Chambers of Commerce, Community Organizations, General Contractors, and City Departments who receive federal funds to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Laredo Transit Management, Inc. efforts to establish a level playing field for the participation of DBEs.

Following this consultation, we will publish a notice of the proposed overall goals, informing the public that the proposed goal and its rational are available for inspection during normal business hours at your principal office for 30 days following the date of the notice, and informing the public that Laredo Transit Management, Inc. and DOT will accept comments on the goals for 45 days from the date of the notice. The media in which this notice was issued: e.g. local newspapers and websites. Normally, we will issue this notice by October 1st of the year of goal submission. The notice must include addresses to which comments may be sent and addresses (including offices and websites) where the proposal may be reviewed.

Our overall goal submission to FTA will include a summary of information and comments received during this public participation process and our responses.

We will begin using our three-year overall goal on November 1st of the calendar following the October 1st submission to FTA, unless we have received other instructions from FTA. If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

Section 26.49 Transit Vehicle Manufacturers (TVM) Goals

The Laredo Transit Management, Inc. will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, the Laredo Transit Management, Inc. may, at its discretion and with FTA approval, establish project-specific goals for

DBE participation in the procurement of transit vehicles in lieu of the TVM complying with this element of the program.

Prior to awarding any federally-funded TVM contract, Laredo Transit will verify that the TVM awardee has fulfilled its requirement to submit a DBE goal methodology and complied with the TVM's DBE Program in accordance with the requirements of Section 26.49(a). In addition, Laredo Transit Management, Inc. will notify the Federal Transit Administration within 30 days of making an award of a federally-funded contract to a TVM along with the name of the TVM and the dollar amount of the award.

Section 26.51 (a-c) Breakout of Estimated Race-Neutral & Race-Conscious Participation

The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 4 to this program. This section of the program will be updated every three years when the goal calculation is updated.

Section 26.51(d-g)Contract Goals

The Laredo Transit Management, Inc. will use contract goals to meet any portion of the overall goal Laredo Transit Management, Inc. does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

We will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work.)

We will express our contract goals as a percentage of total amount of a FTA -assisted contract.

Section 26.53 Good Faith Efforts Procedures

Demonstration of Good Faith Efforts (26.53(a) & (c))

The obligation of the bidder/ offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26.

The following personnel are responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive.

We will ensure that all information is complete and accurate and adequately documents the bidder/offer's good faith efforts before we commit to the performance of the contract by the bidder/ offeror.

Information to be submitted (26.53(b))

The Laredo Transit Management, Inc. treats bidder/offers' compliance with good faith efforts' requirements as a matter of responsiveness.

Each solicitation for which a contract goal has been established will require the bidders/offerors to submit the following information with their bid:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;

3. The dollar amount of the participation of each DBE firm participating;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment and
6. If the contract goal is not met, evidence of good faith efforts.

Administrative reconsideration (26.53(d))

Within two (2) days of being informed by Laredo Transit Management, Inc. that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official
Ms. Eloisa Mascorro
Grants Administrator
1301 Farragut St. 3rd Floor
Laredo, TX 78040
emascorro@ci.laredo.tx.us

The reconsideration official will not have played any role in the original documentation that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts when a DBE is replaced on a Contract (26.53(f)

The Laredo Transit Management, Inc. will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. We will require the prime contractor to notify the DBE Liaison officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, we will require the prime contractor to obtain our prior approval of the termination and/ or the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the prime contractor fails or refuses to comply in the time specified, our contracting office will issue an order stopping all or part of payment for work until satisfactory action has been taken. If the prime contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Laredo Transit Management, Inc. to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of 1 percent has been

established for this contract The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 7), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

Section 26.55 Counting DBE Participation

We will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55.

SUBPART D - CERTIFICATION STANDARDS

Section 26.61-26.73 Certification Process

Laredo Transit Management, Inc will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. We will make our certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact the TxDOT website at **http://www.txdot.gov/inside-txdot/division/civil-rights/tucp.html** or:

Roster of Certifying Agencies

If the firm has its principal place of business in another state and is currently certified in that state, the firm should contact the Texas Department of Transportation.

Texas DBE Certifying Agencies

HOUSTON	City of Houston 832-393-0600
AUSTIN	City of Austin –Small & Minority Resources 512-974-7600
CCRTA	Corpus Christi Regional Transportation Authority 361-289-2712
NCTRCA	North Central Texas Certification Agency 817-640-0606
SCTRCA	South Central Texas Certification Agency 210-227-5712
TXDOT	Texas Department of Transportation 512-416-4700

SUBPART E - CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Program

The Laredo Transit Management, Inc. is a member of the Unified Certification Program (UCP) administered by the State of Texas Department of Transportation. The UPC will meet all of the requirements of this section. The following is a brief description of the UCP:

In Texas, six Agencies are authorized to certify DBEs are the Texas Department of Transportation, City of Houston, City of Austin, South Central Regional Certification Agency (SCRCA), North Central Regional Certification Agency (NCRCA) and the Corpus Christi Regional Transportation Authority (CCRTA). New applicants are added to the directory as they are certified by these certifying agencies. The directory is updated nightly to ensure on time information is displayed. The Laredo Management Transit Inc. will direct all inquiries to the UCP that is established.

Section 26.83 Procedures for Certification Decisions

Re-certifications 26.83(a) & (c)

The TUCP will perform all of the requirements of this section of the DBE program. TUCP requires all DBEs to submit, on the anniversary of their certification, a "no change" affidavit in lieu of the three-year re-certification application. TUCP performs on site visits every five years for corporations and every ten years for sole proprietorships. DBEs will be required to provide proof of compliance with this provision upon request.

"No Change" Affidavits and Notices of Change (26.83(j))

We require all DBEs to inform us, in a written affidavit, of any change in its circumstances affecting its ability to meet size, disadvantaged status, ownership or control criteria of 49 CFR Part 26 or of any material changes in the information provided with Laredo Transit Management Inc. 's application for certification.

We also require all owners of all DBEs we have certified to submit, on the anniversary date of their certification, a "no change" affidavit meeting the requirements of 26.83(j). The test of this affidavit is the following:

I swear (or affirm) that there have been no changes in the circumstances of [name of DBE firm] affecting its ability to meet the size, disadvantaged status, ownership, or control requirements of 49 CFR part 26. There have been no material changes in the information provided with [name of DBE]'s application for certification, except for any changes about which you have provided written notice to the Laredo Transit Management Inc. under 26.83(j). [Name of firm] meets Small Business Administration (SBA) criteria for being a small business concern and its average annual gross receipts (as defined by SBA rules) over the firm's previous three fiscal years do not exceed $16.6 million.

We require DBEs to submit with this affidavit documentation of the firm's size and gross receipts.

We will notify all currently certified DBE firms participating in Laredo Transit Management Inc.'s procurements of these obligations by contacting the firms and requesting submission of the "no change" affidavit through an email and/or regular mail request. Additionally, all firms identified in Laredo Transit Management Inc.'s bidders list will be asked to submit the affidavit via email notification annually. This notification will inform DBEs that to submit the "no change" affidavit, their owners must swear or affirm that they meet all regulatory requirements of part 26, including personal net worth. Likewise, if a firm's owner knows or should know that he or she, or the firm, fails to meet a part 26 eligibility requirement (e.g. personal net worth), the obligation to submit a notice of change applies.

The TUCP will perform all of the requirements of this section of the DBE program. TUCP requires all certified DBEs to submit, on the anniversary date of their certification, a "no change" affidavit. DBEs will be required to provide proof of compliance with this provision upon request.

Section 26.85 Denials of Initial Requests for Certification

If a firm's application is denied prior to the site visit, TUCP will not allow reapplication for six months. If after the site visit, TUCP will not allow reapplication for one year.

If a firm is decertified for non-response, it may not reapply for six months. If a firm is decertified for non-compliance, it may not reapply for one year.

Section 26.87 Removal of a DBE's Eligibility

The TUCP will perform all of the requirements of this section of the DBE program. In the event of removal of a DBE's eligibility, the firm will be removed from the TUCP DBE directory. Requirements for reapplication are noted in §26.85.

Section 26.89 Certification Appeals

Any firm or complainant may appeal a decision in a certification matter to DOT. Such appeals may be sent to:

U.S. Department of Transportation
Departmental Office of Civil Rights
External Civil Rights Programs Division (S-33)
1200 New Jersey Ave., S.E.
Washington, DC 20590
Phone: (202) 366-4754
TTY: (202) 366-9696
Fax: (202) 366-5575

We will promptly implement any DOT certification appeal decisions affecting the eligibility of DBEs for our DOT-assisted contracting (e.g., honor the certification of a firm if DOT has determined that the TUCP denial of its application was erroneous). A firm must first appeal an unsatisfactory TUCP decision through the TUCP procedures. If the applicant is still unsatisfied, the Department of Transportation becomes the appeal of last resort.

SUBPART F - COMPLIANCE AND ENFORCEMENT

Section 26.109 Information, Confidentiality, Cooperation

We will safeguard from disclose to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law.

Notwithstanding any contrary provisions of state or local law, we will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

Monitoring Payments to DBEs

We will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be make available for inspection upon request by any authorized representative of the Laredo Transit Management, Inc. or DOT. This reporting requirement also extends to any certified DBE subcontractor.

We will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts states in the schedule of DBE participation.

The DBELO or his/her designee will review each of the Contractor's subcontracts with DBEs to ensure that the appropriate contract provisions are included.

Laredo Transit Management, Inc. engages the services of a Federal labor compliance consultant to audit records and ensure that timely payments are made and that retainage is returned to subcontractors within 30 days of the subcontractor's work being completed.

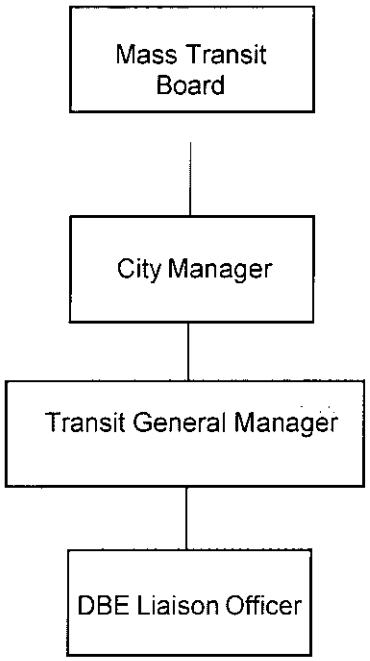
Laredo Transit Management, Inc. DBELO makes regular, random visits to job sites for DOT-assisted projects on which primes indicate that there is DBE participation to ensure that DBEs are actually performing the work. Laredo Transit Management, Inc. labor compliance consultant reviews records to ensure that payments are being made to those DBEs.

ATTACHMENTS

Attachment 1	Organizational Chart
Attachment 2	DBE Directory
Attachment 3	Monitoring and Enforcement Mechanisms
Attachment 4	Overall Goal Calculation
Attachment 5	Breakout of Estimated Race-Neutral & Race-Conscious Participation
Attachment 6	Form 1 & 2 Demonstration of Good Faith Efforts
Attachment 7	Certification Application Forms
Attachment 8	Procedures for Removal of DBE's Eligibility
Attachment 9	Regulations: 49 CRR part 26

Attachment 1

Laredo Transit Management Inc.
Organizational Chart



Attachment 2

DBE Directory

Please reference the Texas Department of Transportation Unified Certification Program Directory at:

Texas Department of Transportation
Civil Rights Division
125 E. 11th Street
Austin, TX 78701-2483
(512) 416-4700

DBE Directory may be viewed at website:

http://www.txdot.gov/inside-txdot/division/civil-rights/dbe.html

Attachment 3

Monitoring and Enforcement Mechanisms

The Laredo Transit Management, Inc. will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

The following regulations, provisions, and contract remedies are available to Laredo Transit in the event *of* non-compliance with the DBE regulations by a contractor in its procurement activities:

1. DBE:

A. Laredo Transit has established a DBE Program pursuant to 49 C.F.R. Part 26. The requirements and procedures of Laredo Transit's DBE Program are hereby incorporated by reference into this Contract. Failure by any Party to carry out Laredo Transit's DBE Program procedures and requirements or applicable requirements of 49 C.F.R. Part 26 shall be considered a material breach of this Agreement, and may be grounds for termination of this Agreement, or other such appropriate administrative remedy. Each Party shall ensure that compliance with Laredo Transit's DBE Program shall be included in any and all sub-agreements entered into which arise out of or are related to this Agreement.

B. The Contractor agrees that it will take necessary and reasonable steps to ensure that DBEs as defined in 49 C.F.R. Part 26 have a fair opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Contract.

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration *of* DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1). Withholding monthly progress payments;
(2). Assessing sanctions;
(3.) Liquidated damages; and/or
(4).) Disqualifying the contractor from future bidding as non-responsible.

The Contractor agrees that it will adapt and use the race-neutral means identified in 49 C.F.R. 26.SI(b) as appropriate for application to services under this Contract and will, to the maximum extent feasible, undertake these means of encouraging race neutral participation in the performance of its work. Each subcontract the Contractor signs with a sub-contractor will include the above statement.

C. The Contractor will be required to demonstrate that it has undertaken "good faith efforts" to achieve DBE participation as that term is defined in Section 26.5 of Title 49 of the Code of Federal Regulations and in accordance with the guidance provided in Appendix A to Part 26 of Title 49. The Contractor's failure to make good faith efforts shall be considered a material breach of the Agreement, and may give rise to certain administrative penalties and proceedings, including, but not limited to, those set forth in 49 C.F.R. 26.107.

2. Prompt Payment:

A. Within thirty (30) calendar days from receipt by Laredo Transit of an invoice for each payment described in this Section and upon notification to the Contractor by Laredo Transit that Contractor has performed the professional services necessary for payment, Laredo Transit will pay Contractor the amount due. Neither payment of amounts due by Laredo Transit nor acceptance of any such payment by the Contractor shall constitute a waiver of any claim for errors or omission in invoices or payments. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from Laredo Transit. The prime contractor agrees further to return any retainage payments to

each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Laredo Transit. This clause applies to both DBE and non-DBE subcontracts.

3. Performance Requirement:

A. The Contractor shall, at all times during the term of the Contract, perform all of its professional services in accordance with appropriate prevailing professional practice standards; and shall furnish all labor, supervision, material and supplies necessary therefor. Notwithstanding the provision of any drawings, technical specifications or other data by Laredo Transit, the Contractor shall have the responsibility of supplying all items and details required to perform the professional services specified in this Contract.

B. The Contractor shall perform all of its professional services in its own name and as an independent Contractor, and not in the name of, or as an agent for Laredo Transit. Under the terms of the Contract, the Contractor is an independent contractor and has and retains full control and supervision of the services performed by and full control over the employment and direct compensation and discharge of all persons, other than Laredo Transit representatives, assisting in the performance of its services. The Contractor agrees to be solely responsible for all matters relating to wages, hours of work, and working conditions and payment of employees, including compliance with social security, all payroll taxes and withholdings, unemployment compensation, and all other requirements relating to such matters. The Contractor agrees to be responsible for its own acts and those of its subordinates, employees, and any and all sub-contractors during the term of the contract.

4. Indemnification:

A. The Contractor agrees to indemnify, defend, indemnify and hold harmless Laredo Transit against any claims, losses, costs, liability or damages in any way related to a claim that Laredo Transit is violating federal, state or local laws, or any contractual provisions, relating to copyrights, trade names, licenses, franchises, patents or other means of protecting interests in products or inventions. The Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked materials, equipment, devices or processes used on or incorporated in the services provided and Works produced under this Agreement. In case such materials, equipment, devices or processes are held to constitute an infringement and their use is enjoined, the Contractor, at its expense, shall: (a) secure for Laredo Transit the right to continue using the materials, equipment, devices or processes by suspension of any injunction or by procuring a license or licenses for Laredo Transit; or (b) modify the materials, equipment, devices, or processes so that they become non-infringing. This covenant shall survive the termination of this Agreement.

5. Disputes:

A. Any dispute between the Contractor and Laredo Transit relating to the implementation or administration of the Contract shall be resolved in accordance with this Section.

B. The Parties shall first attempt to resolve the dispute informally in meetings or communications between the Contractor and Laredo Transit's Representative. If the dispute remains unresolved 15 days after it first arises, the Contractor may request that Laredo Transit's Representative issue a recommended decision on the matter in dispute. Laredo Transit's Representative shall issue the recommended decision in writing and provide a copy to the Contractor.

C. The recommended decision of Laredo Transit's Representative will become final unless, within 15 days of receipt of such recommended decision, the Contractor submits a written request for review to the Laredo Transit General Manager. In connection with any such review, the Contractor and Laredo Transit's Representative shall be afforded an opportunity to be heard and to offer evidence on the issues presented. If the dispute remains unresolved after review by the Laredo Transit General Manager, either party may seek resolution through referral to non-binding mediation. If such mediation is unsuccessful, either party may seek judicial resolution of the dispute.

6. Subcontracting:

A. The Contractor will not enter into any subcontract except with the prior review and written approval of Laredo Transit. The Contractor shall be fully responsible for all work performed by any sub-Contractor.

B. Any approval of a subcontract shall not be construed as making Laredo Transit a party to such subcontract, giving the sub-Contractor privity of contract with Laredo Transit, or subjecting Laredo Transit to liability of any kind to any sub-Contractor.

C. All subcontracts will incorporate in full all appropriate conditions and terms as set forth in this Contract.

7. Compliance with Laws and Permits:

In any of the following cases, Laredo Transit shall have the right to cancel the Contract without expense to Laredo Transit: (1) the Contractor is guilty of misrepresentation; (2) the Contract is obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) the Contract conflicts with any statutory or constitutional provision of the State of Texas or the United States . This Section shall not be construed to limit Laredo Transit's right to terminate the Contract for convenience or default.

8. Cancellation of Contract:

In any of the following cases, Laredo Transit shall have the right to cancel the Contract without expense to Laredo Transit: (1) the Contractor is guilty of misrepresentation; (2) the Contract is obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) the Contract conflicts with any statutory or constitutional provision of the State. This Section shall not be construed to limit Laredo Transit's right to terminate the Contract for convenience or default.

9. Termination for Default:

A. Subject to the provisions of subsection C of this Section, Laredo Transit may terminate the whole or any part of the Contract in any one of the following circumstances:

(1) If the Contractor fails to provide the services in the manner required by the Contract;

(2) If the Contractor fails to perform any of the provisions of the Contract in accordance with its terms; or

(3) If the Contractor fails to make progress in the prosecution of the work under the Contract so as to endanger such performance.

(4)

B. In the event that Laredo Transit terminates the Contract in whole or in part as provided in Subsection A of this Section, Laredo Transit may procure, upon such terms and in such manner as Laredo Transit may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to Laredo Transit for costs associated with the termination of the Contract, the procurement of replacement services by Laredo Transit, any excess costs of such similar supplies or services, and any increase in the total Contract cost as a result of the re-procurement of services from the date of termination to the expiration date of the original Contract. The Contractor shall continue the performance of the Contract to the extent not terminated under the provisions of this Section. Any disputes arising under this Section that cannot be resolved by the Contractor and Laredo Transit are subject to resolution pursuant to Section 11.

C. If Laredo Transit determines that an event of default under this Section has occurred, it shall immediately notify the Contractor in writing and provide the Contractor with thirty (30) days in which to provide a plan to cure such default including a timetable for accomplishing the cure. Laredo Transit must approve the plan and the timetable, which approval shall not be unreasonably withheld. If the Contractor fails to cure in accordance with its plan and timetable, Laredo Transit may declare the Contractor to be in default and terminate the Contract in whole or in part.

D. Except as otherwise provided, settlement of claims by the Contractor under this termination Section shall be in accordance with the provisions set forth in 48 C.F.R. Part 49, as amended from time to time.

10. False or Fraudulent Statement and Claims:

By executing this Contract the Contractor acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties under the program Fraud Civil Remedies Act of 1986, as amended (31 U. S. C. 3801 et seq.), and implementing Department of Transportation regulations set forth at 49 C.F.R. Part 31.

Attachment 4

Section 26.45: Overall Goal Calculation

Amount of Goal

1. The Laredo Transit Management, Inc. overall goal for the following time period 2021-2023 is the following: 1% of the Federal Financial assistance we will expend in DOT-assisted contracts, exclusive of FTA funds to be used for the purchase of transit vehicles.

2. $2,646,513 is the dollar amount of DOT-assisted contracts that Laredo Transit Management Inc. expects to award to during FFY 2021-2023. This means that Transit has set a goal of expending $26,465 with DBEs during these fiscal years/projects.

Methodology used to Calculate Overall Goal

Step 1: 26.45(c)

Determine the base figure for the relative availability of DBEs. (Transit)

The base figure for the relative availability of DBE's was calculated as follows:

$$\text{Base figure} = \frac{\text{Ready, willing, and able DBEs (29)}}{\text{All firms ready, willing and able (22796)}} = 0.0$$

The data source or demonstrable evidence used to derive the numerator was: The Unified Certification Program list which includes: TUCP Directory those certified DBEs ready, willing and able, listing to do business in Webb County and in the State of Texas.

The data source or demonstrable evidence used to derive the denominator was: U.S. Census Bureau American Fact Finder.

When we divided the numerator by the denominator we arrived at the base figure for our overall goal and that number was 0.0%; however, we estimate a 1% to be our DBE goal due to past participation.

Step 2: 26.45(d)

After calculating a base figure of the relative availability of DBEs, evidence was examined to determine what adjustment was needed to the base figure in order to arrive at the overall goal.

In order to reflect as accurately as possible, the DBE participation we would expect in the absence of discrimination we have adjusted our base figure by 1%.

The data used to determine the adjustment to the base figure was: historical data for the Laredo Management Transit Inc.

The reason we chose to adjust our figure using this data was because: past participation indicates a lack of DBE firms in the LTMI market area and the lack of DBE participation for prior federal fiscal years,

From this data, we have adjusted our Final Proposed Overall DBE Goal for FFY 2021-2023 for LTMI's FTA assisted contracts is 1.0%.

Public Participation

We published our goal information in these publications: Laredo Morning Times and LTMI website.

We will provide opportunity for public comments at City Hall and the Transit Office from individuals or organizations.

Attachment 5

Section 26.51: Breakout of Estimated

Race-Neutral& Race Conscious Participation

The Laredo Transit Management, Inc. will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation. The Laredo Transit Management, Inc. uses the following race-neutral means to increase DBE participation:

- Continue to make RFPs and IFBs attractive to DBEs.
- Advertise these projects in the local newspaper.
- Send solicitation notices to certified DBE and other small businesses so they are aware subcontracting opportunities.
- Advertise and promote the TUCP DBE directory to prime contractors at pre-bid meetings.
- Continue to compile a bidders list based on current procurements.
- Attend minority Chamber of Commerce meetings to network with new vendors and promote doing business with the City of Laredo
- Conduct workshops and provide vendors with one-on-one meetings for direct marketing of products and services.
- Attend workshops to network with other DBE program administrators.

We estimate that, in meeting our overall goal of 1%, we will obtain 1% from race-neutral participation.

The following is a summary of the basis of our estimated breakout of race-neutral and race-conscious DBE participation: Historical data indicates that our overall goal for FY 2017 was 5%. We attained 0.7% DBE participation for our overall FY 2017 goal. However, the first reporting period was substantially lower than the second. We would like to take a conservative approach and set our race neutral percentage at 1% due to fluctuation of our attainments.

In order to ensure that our DBE program will be narrowly tailored to overcome the effects of discrimination, if we use contract goals we will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual DBE participation (see 26.51(f)) and we will track and report race-neutral and race conscious participation separately. For reporting purposes, race-neutral DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry DBE goal; DBE participation on a prime contract exceeding a contract goal; and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

We will maintain data separately on DBE achievements in those contracts with and without contract goals, respectively.

Attachment 6

Forms 1 & 2 for Demonstration of Good Faith Efforts

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of ____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of ____%) is committed to a minimum of ____% DBE utilization on this contract a submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____ _____
(Signature) Title

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is $ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

Attachment 7

Certification Application Forms

The Laredo Transit Management, Inc. does not conduct any certifications, however, will provide information to all prospective firms who wish to apply for certification. We will place a link on or website to the Texas Department of Transportation Department of Civil Rights where applicants can apply for certification.

http://www.txdot.gov/inside-txdot/division/civil-rights/dbe.html

Attachment 8
Procedures for Removal of DBE's Eligibility

§ 26.87 Decertification.

(a) Burden of proof. To decertify a DBE, the certifier bears the burden of proving, by a preponderance of the evidence, that the DBE does not meet the certification standards of this part.

(b) Initiation of decertification proceedings.

(1) A certifier may determine on its own that it has reasonable cause to decertify a DBE.

(2) If an OA determines that there is reasonable cause to believe that a DBE does not meet the eligibility criteria of this part, the OA may direct the certifier to initiate a proceeding to remove the DBE's certification.

(i) The OA must provide the certifier and the DBE written notice describing the reasons for the directive, including any relevant documentation or other information.

(ii) The certifier must immediately commence a proceeding to decertify as provided by paragraph (e) of this section.

(3) Any person may file a complaint explaining, with specificity, why the certifier should decertify a DBE. The certifier need not act on a general allegation or an anonymous complaint. The certifier must keep complainants' identities confidential as provided in § 26.109(b).

(i) The certifier must review its records concerning the DBE, any material the DBE and/or complainant provides, and any other available information. The certifier may request additional information from the DBE or conduct any other investigation that it deems necessary.

(ii) If the certifier determines that there is reasonable cause to decertify the DBE, it initiates a decertification proceeding. If it determines that there is not such reasonable cause, it notifies the complainant and the DBE in writing of its decisions and the reasons for it.

(c) Notice of intent (NOI). A certifier's first step in any decertification proceeding must be to email a notice of intent (NOI) to the DBE.

(1) The NOI must clearly and succinctly state each reason for the proposed action, and specifically identify the supporting evidence for each reason.

(2)The NOI must notify the DBE of its right to respond in writing, at an informal hearing, or both.

(3) The NOI must inform the DBE of the hearing scheduled on a date no fewer than 30 days and no more than 45 days from the date of the NOI.

(4) If the ground for decertification is that the DBE has been suspended or debarred for conduct related to the DBE program, the certifier issues a NOD decertifying the DBE. In this case, there is no NOI or opportunity for a hearing or written response.

(d) Response to NOI.

(1) If the DBE wants a hearing, it must email the certifier saying so within 10 days of the NOI. If the DBE does not do so, it loses its opportunity for a hearing.

(2) The certifier and DBE may negotiate a different hearing date from that stated in the NOI. Parties must not engage in dilatory tactics.

(3) If the DBE does not want a hearing, or does not give timely notice to the certifier that it wants one, the DBE may still provide written information and arguments to the certifier rebutting the reasons for decertification stated in the NOI.

(e) Hearings.

(1)The purpose of the hearing is for the certifier to present its case and for the DBE to rebut the certifier's allegations.

(2)The hearing is an informal proceeding with rules set by the hearing officer. The SEDO's attorney, a non-SEDO, or other individuals involved with the DBE may attend the hearing and answer questions related to their own experience or more generally about the DBE's ownership, structure and operations.

(3)The certifier must maintain a complete record of the hearing, either in writing, video or audio. If the DBE appeals to DOT under § 26.89, the certifier must provide that record to DOT and to the DBE.

(f) Separation of functions. The certifier must ensure that the decision in a decertification case is made by an individual who did not take part in actions leading to or seeking to implement the proposal to decertify the DBE and is not subject, with respect to the matter, to direction from the office or personnel who did take part in these actions.

(1)The certifier's method of implementing this requirement must be made part of its DBE program and approved by the appropriate OA.

(2)The decisionmaker must be an individual who is knowledgeable about the certification requirements of this part.

(g)Notice of decision. The certifier must send the firm a NOD no later than 30 days of the informal hearing and/or receiving written arguments/evidence from the firm in response to the NOI.

(1)The NOD must describe with particularity the reason(s) for the certifier's decision, including specific references to the evidence in the record that supports each reason. The NOD must also inform the firm of the consequences of the decision under paragraph (i) of this section and of its appeal rights under § 26.89.

(2)The certifier must send copies of the NOD to the complainant in an ineligibility complaint or to the OA that directed the certifier to initiate the proceeding.

49 CFR 26.87(g)(2) (enhanced display)

49 CFR 26.87(g)(3)

Attachment 9

Regulations: 49 CFR Part 26

SUBTITLE A—OFFICE OF THE SECRETARY OF TRANSPORTATION

PART 26—PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS

The regulation can also be found in the following link:

www.fta.dot.gov/civilrights/12326.html

Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs

Subpart A - General

§ 26.1 What are the objectives of this part?

§ 26.3 To whom does this part apply?

§ 26.5 Definitions.

§ 26.7 What discriminatory actions are forbidden?

§ 26.9 How does the Department issue guidance and interpretations under this part?

§ 26.11 What records do recipients keep and report?

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§ 26.15 How can recipients apply for exemptions or waivers?

Subpart B - Administrative Requirements for DBE Programs for Federally Assisted Contracting

§ 26.21 Who must have a DBE program?

§ 26.23 What is the requirement for a policy statement?

§ 26.25 What is the requirement for a liaison officer?

§ 26.27 What efforts must recipients make concerning DBE financial institutions?

§ 26.29 What prompt payment mechanisms must recipients have?

§ 26.31 What information must a UCP include in its DBE/ACDBE directory?

§ 26.33 What steps must a recipient take to address overconcentration of DBEs in certain types of work?

§ 26.35 What role do business development and mentor-protégé programs have in the DBE program?

§ 26.37 What are a recipient's responsibilities for monitoring?

§ 26.39 Fostering small business participation.

Subpart C - Goals, Good Faith Efforts, and Counting

§ 26.41 What is the role of the statutory 10 percent goal in this program?

§ 26.43 Can recipients use set-asides or quotas as part of this program?

§ 26.45 How do recipients set overall goals?

§ 26.47 Can recipients be penalized for failing to meet overall goals?

§ 26.49 What are the requirements for transit vehicle manufactures (TVMs) and for awarding DOT assisted contracts to TVMs?

§ 26.51 What means do recipients use to meet overall goals?

§ 26.53 What are the good faith efforts procedures recipients follow in situations where there are contract goals?

§ 26.55 How is DBE participation counted toward goals?

Subpart D - Certification Standards

§ 26.61 Burden of proof

§ 26.63 General certification rules.

§ 26.65 Business size determinations.

§ 26.67 Social and economic disadvantage.

§ 26.68 Personal net worth.

§ 26.69 Ownership.

§ 26.70 Debt-financed investments.

§ 26.71 Control.

§ 26.73 NAICS codes.

Subpart E - Certification Procedures

§ 26.81 Unified Certification Programs.

§ 26.83 What procedures do certifiers follow in making certification decisions?

§ 26.85 Interstate certification.

§ 26.86 Decision letters.

§ 26.87 Decertification.

§ 26.88 Summary suspension of certification

§ 26.89 Appeals to the Department.

§ 26.91 What actions do certifiers take following DOT certification appeal decisions?

Subpart F - Compliance and Enforcement

§ 26.101 What compliance procedures apply to recipients?

§ 26.103 What enforcement actions apply in FHWA and FTA programs?

§ 26.105 What enforcement actions apply in FAA programs?

§ 26.107 What enforcement actions apply to firms participating in the DBE program?

§ 26.109 What are the rules governing information, confidentiality, cooperation, and intimidation or retaliation?

Authority: 23 U.S.C. 304 and 324; 42 U.S.C. 2000d, et seq.; 49 U.S.C. 47113, 47123; Sec. 1101(b), Pub. L. 114-94, 129 Stat. 1312, 1324 (23 U.S.C. 101 note); Sec. 150, Pub. L. 115-254, 132 Stat. 3215 (23 U.S.C. 101 note); Pub. L. 117-58, 135 Stat. 429 (23 U.S.C. 101 note).

Source: 64 FR 5126, Feb. 2, 1999, unless otherwise noted.

Subpart A—General

§ 26.1 What are the objectives of this part?

This part seeks to achieve several objectives:

a) To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;

b) To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;

c) To ensure that the Department's DBE program is narrowly tailored in accordance with applicable law;

d) To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as DBEs;

e) To help remove barriers to the participation of DBEs in DOT-assisted contracts;

f) To promote the use of DBEs in all types of federally assisted contracts and procurement activities conducted by recipients.

g) To assist the development of firms that can compete successfully in the marketplace outside the DBE program; and

h) To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

[64 FR 5126, Feb. 2, 1999, as amended at 79 FR 59592, Oct. 2, 2014; 89 FR 24963, Apr. 9, 2024]

§ 26.3 To whom does this part apply?

(a) If you are a recipient of any of the following types of funds, this part applies to you:

(1) Federal-aid highway funds authorized under Titles I (other than Part B) and V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), Public Law 102-240, 105 Stat. 1914, or Titles I, III, and V of the Transportation Equity Act for the 21st Century (TEA-21), Public Law 105-178, 112 Stat. 107. Titles I, III, and V of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy

for Users (SAFETEA-LU), Public Law 109-59, 119 Stat. 1144; Divisions A and B of the Moving Ahead for Progress in the 21st Century Act (MAP-21), Pub. L. 112-141, 126 Stat. 405; Titles I, II, III, and VI of the Fixing America's Surface Transportation Act (FAST Act) Public Law 114-94;, and Divisions A and C of the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (IIJA), Public Law 117-58.

(2) Federal transit funds authorized by Titles I, III, V and VI of ISTEA, Public Law 102-240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, III, and V of the TEA-21, Public Law 105-178. Titles I, III, and V of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Public Law 109-59, 119 Stat. 1144; Divisions A and B of the Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law 112-141, 126 Stat. 405; Titles I, II, III, and VI of the Fixing America's Surface Transportation Act (FAST Act) Public Law 114-94; and Divisions A and C of the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (IIJA) (Pub. L. 117-58), Public Law 117-58.

(3) Airport funds authorized by 49 U.S.C. 47101, et seq.

(b) [Reserved]

(c) If you are letting a contract, and that contract is to be performed entirely outside the United States, its territories and possessions, Puerto Rico, Guam, or the Northern Mariana Islands, this part does not apply to the contract.

(d) If you are letting a contract in which DOT financial assistance does not participate, this part does not apply to the contract.

§ 26.5 Definitions.

Affiliation has the same meaning the term has in the Small Business Administration (SBA) regulations, 13 CFR part 121.

(1) Except as otherwise provided in 13 CFR part 121, concerns are affiliates of each other when, either directly or indirectly:
   (i) One concern controls or has the power to control the other; or
   (ii) A third party or parties controls or has the power to control both; or
   (iii) An identity of interest between or among parties exists such that affiliation may be found.

(2) In determining whether affiliation exists, it is necessary to consider all appropriate factors, including common ownership, common management, and contractual relationships. Affiliates must be considered together in determining whether a concern meets small business size criteria and the statutory cap on the participation of firms in the DBE program.

Alaska Native means a citizen of the United States who is a person of one-fourth degree or more Alaskan Indian (including Tsimshian Indians not enrolled in the Metlakatla Indian Community), Eskimo, or Aleut blood, or a combination of those bloodlines. The term includes, in the absence of proof of a

minimum blood quantum, any citizen whom a Native village or Native group regards as an Alaska Native if their father or mother is regarded as an Alaska Native.

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.).

Assets mean all the property of a person available for paying debts or for distribution, including one's respective share of jointly held assets. This includes, but is not limited to, cash on hand and in banks, savings accounts, IRA or other retirement accounts, accounts receivable, life insurance, stocks and bonds, real estate, and personal property.

Business, business concern or business enterprise means an entity organized for profit with a place of business located in the United States, and which operates primarily within the United States or which makes a significant contribution to the United States economy through payment of taxes or use of American products, materials, or labor.

Compliance means that a recipient has correctly implemented the requirements of this part.

Contingent Liability means a liability that depends on the occurrence of a future and uncertain event. This includes, but is not limited to, guaranty for debts owed by the applicant concern, legal claims and judgments, and provisions for federal income tax.

Contract means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For purposes of this part, a lease is considered to be a contract.

Contractor means one who participates, through a contract or subcontract (at any tier), in a DOT-assisted highway, transit, or airport program.

Days mean calendar days. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next day on which the agency is open.

Department or DOT means the U.S. Department of Transportation, including the Office of the Secretary, the Departmental Office of Civil Rights, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

Disadvantaged Business Enterprise or DBE means a for-profit small business concern—

(1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged; and

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

DOT-assisted contract means any contract between a recipient and a contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees, except a contract solely for the purchase of land.

FTA Tier I recipient means an FTA recipient to whom this part applies that will award prime contracts (excluding transit vehicle purchases) the cumulative total value of which exceeds $670,000 in FTA funds in a Federal fiscal year.

FTA Tier II recipient means an FTA recipient to whom this part applies who will award prime contracts (excluding transit vehicle purchases) the cumulative total value of which does not exceed $670,000 in FTA funds in a Federal fiscal year.

Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Immediate family member means father, mother, husband, wife, son, daughter, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, sister-in-law, brother-in-law, and domestic partner and civil unions recognized under State law.

Indian Tribe or Native American Tribe means any federally or State-recognized Tribe, band, nation, or other organized group of Indians (Native Americans), or an ANC.

Joint venture means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Liabilities mean financial or pecuniary obligations. This includes, but is not limited to, accounts payable, notes payable to bank or others, installment accounts, mortgages on real estate, and unpaid taxes.

Native Hawaiian means any individual whose ancestors were natives, prior to 1778, of the area which now comprises the State of Hawaii.

Native Hawaiian Organization means any community service organization serving Native Hawaiians in the State of Hawaii which is a not-for-profit organization chartered by the State of Hawaii, is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

Noncompliance means that a recipient has not correctly implemented the requirements of this part.

Notice of decision or NOD means determination that denies a firm's application or decertifies a DBE.

Notice of intent or NOI means recipients letter informing a DBE of a suspension or proposed decertification.

Operating Administration or OA means any of the following parts of DOT: the Federal Aviation Administration (FAA), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA). The "Administrator" of an operating administration includes his or her designees.

Personal net worth or PNW means the net value of an individual's reportable assets and liabilities, per the calculation rules in § 26.68.

Primary industry classification means the most current North American Industry Classification System (NAICS) designation which best describes the primary business of a firm. The NAICS is described in the North American Industry Classification Manual—United States, which is available online on the U.S. Census Bureau website: www.census.gov/naics/.

Primary recipient means a recipient which receives DOT financial assistance and passes some or all of it on to another recipient.

Principal place of business means the business location where the individuals who manage the firm's day-to-day operations spend most working hours. If the offices from which management is directed and where the business records are kept are in different locations, the recipient will determine the principal place of business. The term does not include construction trailers or other temporary construction sites.

Program means any undertaking on a recipient's part to use DOT financial assistance, authorized by the laws to which this part applies.

Race-conscious measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

Race-neutral measure or program is one that is, or can be, used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

Recipient means any entity, public or private, to which DOT financial assistance is extended, whether directly or through another recipient, through the programs of the FAA, FHWA, or FTA, or that has applied for such assistance.

Secretary means DOT's Secretary of Transportation or the Secretary's designee.

Set-aside means a contracting practice restricting eligibility for the competitive award of a contract solely to DBE firms.

Small Business Administration or SBA means the United States Small Business Administration.

SBA certified firm refers to firms that have a current, valid certification from or recognized by the SBA under the 8(a) BD or SDB programs.

Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in § 26.65(b).

Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.

(1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii)"Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians;

(iv)"Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Mariana Islands, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v)"Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives, Nepal or Sri Lanka;

(vi)Women;

(vii)Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

(3) Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

Spouse means a married person, including a person in a domestic partnership or a civil union recognized under State law.

Transit vehicle manufacturer (TVM) means any manufacturer whose primary business purpose is to manufacture vehicles built for mass transportation. Such vehicles include, but are not limited to buses, rail cars, trolleys, ferries, and vehicles manufactured specifically for paratransit purposes. Businesses that perform retrofitting or post-production alterations to vehicles so that such vehicles may be used for public transportation purposes are also considered TVMs. Businesses that manufacture, mass-produce, or distribute vehicles primarily for personal use are not considered TVMs.

Tribally-owned concern means any concern at least 51 percent owned by an Indian tribe as defined in this section.

Unsworn declaration means an unsworn statement, dated and in writing, subscribed as true under penalty of perjury.

You refers to a recipient, unless a statement in the text of this part or the context requires otherwise (i.e., 'You must do XYZ' means that recipients must do XYZ).

§ 26.7 What discriminatory actions are forbidden?

(a) You must never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by this part on the basis of race, color, sex, or national origin.

(b) In administering your DBE program, you must not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the program with respect to individuals of a particular race, color, sex, or national origin.

§ 26.9 How does the Department issue guidance and interpretations under this part?

(a) Only guidance and interpretations (including interpretations set forth in certification appeal decisions) consistent with this part 26 and issued after March 4, 1999 express the official positions and views of the Department of Transportation or any of its operating administrations.

(b) The Secretary of Transportation, Office of the Secretary of Transportation, FHWA, FTA, and FAA may issue written interpretations of or written guidance concerning this part. Written interpretations and guidance are valid, and express the official positions and views of the Department of Transportation or any of its operating administrations, only if they are issued over the signature of the Secretary of Transportation or if they contain the following statement:

The General Counsel of the Department of Transportation has reviewed this document and approved it as consistent with the language and intent of 49 CFR part 26. [72 FR 15617, Apr. 2, 2007]

§ 26.11 What records do recipients keep and report?

(a) You must submit a report on DBE participation to the concerned Operating Administration containing all the information described in the Uniform Report to this part. This report must be submitted at the intervals required by, and in the format acceptable to, the concerned Operating Administration.

(b) You must continue to provide data about your DBE program to the Department as directed by DOT Operating Administrations.

(c) You must obtain bidders list information as described in paragraph (c)(2) of this section and enter it into a system designated by the Department.

(1) The purpose of this bidders list information is to compile as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on your federally assisted contracts for use in helping you set your overall goals, and to provide the Department with data for evaluating the extent to which the objectives of § 26.1 are being achieved.

(2) You must obtain the following bidders list information about all DBE and non-DBEs who bid as prime contractors and subcontractors on each of your federally assisted contracts:

(i) Firm name;

(ii) Firm address including ZIP code;

(iii) Firm's status as a DBE or non-DBE;

(iv) Race and gender information for the firm's majority owner;

(v) NAICS code applicable to each scope of work the firm sought to perform in its bid; Age of (vi) the firm; and

(vii) The annual gross receipts of the firm. You may obtain this information by asking each firm to indicate into what gross receipts bracket they fit (e.g., less than $1 million; $1-3 million; $3-6 million; $6-10 million; etc.) rather than requesting an exact figure from the firm.

(3) You must collect the data from all bidders for your federally assisted contracts by requiring the information in paragraph (c)(2) of this section to be submitted with their bids or initial responses to negotiated procurements. You must enter this data in the Department's designated system no later than December 1 following the fiscal year in which the relevant contract was awarded. In the case of a "design-build" contracting situation where subcontracts will be solicited throughout the contract period as defined in a DBE Performance Plan pursuant to § 26.53(e), the data must be entered no later than December 1 following the fiscal year in which the design-build contractor awards the relevant subcontract(s).

(d) You must maintain records documenting a firm's compliance with the requirements of this part. At a minimum, you must keep a complete application package for each certified firm and all Declarations of Eligibility, change notices, and on-site visit reports. These records must be retained in accordance with applicable record retention requirements for the recipient's financial assistance agreement. Other certification or compliance related records must be retained for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the recipient's financial assistance agreement, whichever is longer.

(e) The State department of transportation in each Unified Certification Program (UCP) established pursuant to § 26.81 must report to DOT's Departmental Office of Civil Rights each year, the following information:

(1) The number and percentage of in-state and out-of-state DBE certifications by gender and ethnicity (Black American, Asian-Pacific American, Native American, Hispanic American, Subcontinent-Asian Americans, and non-minority);

(2) The number of DBE certification applications received from in-state and out-of-state firms and the number found eligible and ineligible;

(3) The number of decertified firms:

(i) Total in-state and out-of-state firms decertified;

(ii) Names of in-state and out-of-state firms decertified because SEDO exceeded the personal net worth cap;

(iii)Names of in-state and out-of-state firms decertified for excess gross receipts beyond the relevant size standard.

(4) The number of in-state and out-of-state firms summarily suspended;

(5) The number of in-state and out-of-state applications received for an individualized determination of social and economic disadvantage status;

(6) The number of in-state and out-of-state firms certified whose owner(s) made an individualized showing of social and economic disadvantaged status.

[89 FR 24964, Apr. 9, 2024]

§ 26.13 What assurances must recipients and contractors make?

(a) Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

(b)Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of

DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

[79 FR 59593, Oct. 2, 2014]

§ 26.15 How can recipients apply for exemptions or waivers?

(a) You can apply for an exemption from any provision of this part. To apply, you must request the exemption in writing from the Office of the Secretary of Transportation, FHWA, FTA, or FAA. The Secretary will grant the request only if it documents special or exceptional circumstances, not likely to be generally applicable, and not contemplated in connection with the rulemaking that established this part, that make your compliance with a specific provision of this part impractical. You must agree to take any steps that the Department specifies to comply with the intent of the provision from which an exemption is granted. The Secretary will issue a written response to all exemption requests.

(b) You can apply for a waiver of any provision of Subpart B or C of this part including, but not limited to, any provisions regarding administrative requirements, overall goals, contract goals or good faith efforts. Program waivers are for the purpose of authorizing you to operate a DBE program that achieves the objectives of this part by means that may differ from one or more of the requirements of Subpart B or C of this part. To receive a program waiver, you must follow these procedures:

(1) You must apply through the concerned operating administration. The application must include a specific program proposal and address how you will meet the criteria of paragraph (b)(2) of this section. Before submitting your application, you must have had public participation in developing your proposal, including consultation with the DBE community and at least one public hearing. Your application must include a summary of the public participation process and the information gathered through it.

(2) Your application must show that—

(i)There is a reasonable basis to conclude that you could achieve a level of DBE participation consistent with the objectives of this part using different or innovative means other than those that are provided in subpart B or C of this part;

(ii) Conditions in your jurisdiction are appropriate for implementing the proposal;

(iii) Your proposal would prevent discrimination against any individual or group in access to contracting opportunities or other benefits of the program; and

(iv) Your proposal is consistent with applicable law and program requirements of the concerned operating administration's financial assistance program.

(3) The Secretary has the authority to approve your application. If the Secretary grants your application, you may administer your DBE program as provided in your proposal, subject to the following conditions:

(i) DBE eligibility is determined as provided in subparts D and E of this part, and DBE participation is counted as provided in § 26.49;

(ii) Your level of DBE participation continues to be consistent with the objectives of this part;

(iii) There is a reasonable limitation on the duration of your modified program; and

(iv)Any other conditions the Secretary makes on the grant of the waiver.

(4) The Secretary may end a program waiver at any time and require you to comply with this part's provisions. The Secretary may also extend the waiver, if he or she determines that all requirements of paragraphs (b)(2) and (3) of this section continue to be met. Any such extension shall be for no longer than period originally set for the duration of the program.

Subpart B—Administrative Requirements for DBE Programs for Federally Assisted Contracting

§ 26.21 Who must have a DBE program?

(a)If you are in one of these categories and let DOT-assisted contracts, you must have a DBE program meeting the requirements of this part:

(1) All FHWA primary recipients receiving funds authorized by a statute to which this part applies;

(2) All FTA recipients receiving planning, capital and/or operating assistance must maintain a DBE

(i)FTA Tier I recipients must have a DBE program meeting all the requirements of this part.

(ii)Beginning 180 days after the publication of the final rule, FTA Tier II recipients must maintain a program locally meeting the following requirements of this part:

(A)Reporting and recordkeeping under § 26.11;

(B)Contract assurances under § 26.13;

(C)Policy statement under § 26.23;

(D) Fostering small business participation under § 26.39; and

(E)Transit vehicle procurements under § 26.49.

(3) FAA recipients receiving grants for airport planning or development that will award prime contracts the cumulative total value of which exceeds $250,000 in FAA funds in a Federal fiscal year.

(b)

(1) You must submit a conforming DBE program to the concerned Operating Administration (OA). Once the OA has approved your program, the approval counts for all of your DOT-assisted programs (except goals that are reviewed by the relevant OA).

(2) You do not have to submit regular updates of your DBE program plan if you remain in compliance with this part. However, you must submit significant changes to the relevant OA for approval.

(c)You are not eligible to receive DOT financial assistance unless DOT has approved your DBE program and you are in compliance with it and this part. You must continue to carry out your DBE program until all funds from DOT financial assistance have been expended.

[89 FR 24965, Apr. 9, 2024]

§ 26.23 What is the requirement for a policy statement?

You must issue a signed and dated policy statement that expresses your commitment to your DBE program, states its objectives, and outlines responsibilities for its implementation. You must circulate the statement throughout your organization and to the DBE and non-DBE business communities that perform work on your DOT-assisted contracts.

§ 26.25 What is the requirement for a liaison officer?

You must have a DBE liaison officer, who shall have direct, independent access to your Chief Executive Officer concerning DBE program matters. The liaison officer shall be responsible for implementing all aspects of your DBE program. You must also have adequate staff to administer the program in compliance with this part.

§ 26.27 What efforts must recipients make concerning DBE financial institutions?

You must thoroughly investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in your community and make reasonable efforts to use these institutions. You must also encourage prime contractors to use such institutions.

§ 26.29 What prompt payment mechanisms must recipients have?

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.

(c)For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient.

When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must include the mechanisms you will use for proactive monitoring and oversight of a prime contractor's compliance with subcontractor prompt payment and return of retainage requirements in this part. Reliance on complaints or notifications from subcontractors about a contractor's failure to comply with prompt payment and retainage requirements is not a sufficient monitoring and oversight mechanism.

(e) Your DBE program must provide appropriate means to enforce the requirements of this section. These means must be described in your DBE program and should include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(f) Prompt payment and return of retainage requirements in this part also apply to all lower-tier subcontractors.

(g) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

[68 FR 35553, June 16, 2003, as amended at 89 FR 24965, Apr. 9, 2024; 89 FR 55089, July 3, 2024]

§ 26.31 What information must a UCP include in its DBE/ACDBE directory?

(a) In the directory required under § 26.81(g), you must list all firms eligible to participate as a DBE and/or ACDBE in your program. In the listing for each firm, you must include its business address, business phone number, firm website(s), and the types of work the firm has been certified to perform as a DBE and/ or ACDBE.

(b) You must list each type of work a DBE and/or ACDBE is eligible to perform by using the most specific NAICS code available to describe each type of work the firm performs. Pursuant to § 26.73(a), your directory must allow for NAICS codes to be supplemented with specific descriptions of the type(s) of work the firm performs.

(c) Your directory may include additional data fields of other items readily verifiable in State or locally maintained databases, such as State licenses held, Prequalifications, and Bonding capacity.

(d) Your directory must be an online system that permits the public to search and/or filter for DBEs by:

(1) Physical location;

(2) NAICS code(s);

(3) Work descriptions; and

(4) All optional information added pursuant to paragraph (c) of this section. The directory must include a prominently displayed disclaimer (e.g., large type, bold font) that states the information within the directory is not a guarantee of the DBE's capacity and ability to perform work.

(e) You must make any changes to your current directory entries by November 5, 2024.

[89 FR 24965, Apr. 9, 2024; 89 FR 55089, July 3, 2024]

§ 26.33 What steps must a recipient take to address overconcentration of DBEs in certain types of work?

(a) If you determine that DBE firms are so overconcentrated in a certain type of work as to unduly burden the opportunity of non-DBE firms to participate in this type of work, you must devise appropriate measures to address this overconcentration.

(b) These measures may include the use of incentives, technical assistance, business development programs, mentor-protégé programs, and other appropriate measures designed to assist DBEs in performing work outside of the specific field in which you have determined that non-DBEs are unduly burdened. You may also consider varying your use of contract goals, to the extent consistent with § 26.51, to unsure that non-DBEs are not unfairly prevented from competing for subcontracts.

(c) You must obtain the approval of the concerned DOT operating administration for your determination of overconcentration and the measures you devise to address it. Once approved, the measures become part of your DBE program.

§ 26.35 What role do business development and mentor-protégé programs have in the DBE program?

(a)You may or, if an operating administration directs you to, you must establish a DBE business development program (BDP) to assist firms in gaining the ability to compete successfully in the marketplace outside the DBE program. You may require a DBE firm, as a condition of receiving assistance through the BDP, to agree to terminate its participation in the DBE program after a certain time has passed or certain objectives have been reached. See Appendix C of this part for guidance on administering BDP programs.

(b) As part of a BDP or separately, you may establish a "mentor-protégé" program, in which another DBE or non-DBE firm is the principal source of business development assistance to a DBE firm.

(1) Only firms you have certified as DBEs before they are proposed for participation in a mentor-protégé program are eligible to participate in the mentor-protégé program.

(2) In the mentor-protégé relationship, you must:

(i) Not award DBE credit to a non-DBE mentor firm for using its own protégé firm for more than one half of its goal on any contract let by the recipient; and

(ii) Not award DBE credit to a non-DBE mentor firm for using its own protégé firm for more than every other contract performed by the protégé firm.

(3)For purposes of making determinations of business size under this part, you must not treat protégé firms as affiliates of mentor firms, when both firms are participating under an approved mentorprotégé program. See Appendix D of this part for guidance concerning the operation of mentorprotégé programs.

(c) Your BDPs and mentor-protégé programs must be approved by the concerned operating administration before you implement them. Once approved, they become part of your DBE program.

[64 FR 5126, Feb. 2, 1999, as amended at 89 FR 24966, Apr. 9, 2024]

§ 26.37 What are a recipient's responsibilities for monitoring?

(a) A recipient must implement appropriate mechanisms to ensure compliance with the requirements in this part by all program participants (e.g., applying legal and contract remedies available under Federal, State, and local law). The recipient must set forth these mechanisms in its DBE program.

(b) A recipient's DBE program must also include a monitoring and enforcement mechanism to ensure that work committed, or in the case of race-neutral participation, the work subcontracted, to all DBEs at contract award or subsequently is performed by the DBEs to which the work was committed or subcontracted to, and such work is counted according to the requirements of § 26.55. This mechanism must include a written verification that you have reviewed contracting records and monitored the work site to ensure the counting of each DBE's participation is consistent with its function on the contract. The monitoring to which this paragraph (b) refers may be conducted in conjunction with monitoring of contract performance for other purposes such as a commercially useful function review.

(c) You must effectively implement the following running tally mechanisms:

(1) With respect to achieving your overall goal, you must use a running tally that provides for a frequent comparison of cumulative DBE awards/commitments to DOT-assisted prime contract awards to determine whether your current implementation of contract goals is projected to be sufficient to meet your annual goal. This mechanism should inform your decisions to implement goals on contracts to be advertised according to your established contract goal-setting process.

(2) With respect to each DBE commitment, you must use a running tally that provides for a frequent comparison of payments made to each listed DBE relative to the progress of work, including payments for such work to the prime contractor to determine whether the contractor is on track with meeting its DBE commitment and whether any projected shortfall exists that requires the prime contractor's good faith efforts to address to meet the contract goal pursuant to § 26.53(g).

[89 FR 24966, Apr. 9, 2024]

§ 26.39 Fostering small business participation.

(a) Your DBE program must include an element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

(b) This element must be submitted to the appropriate DOT operating administration for approval as a part of your DBE program. As part of this program element you may include, but are not limited to, the following strategies:

(1) Establishing a race-neutral small business set-aside for prime contracts under a stated amount (e.g., $1 million).

(2) In multi-year design-build contracts or other large contracts (e.g., for "megaprojects") requiring bidders on the prime contract to specify elements of the contract or specific subcontracts that are of a size that small businesses, including DBEs, can reasonably perform.

(3) On prime contracts not having DBE contract goals, requiring the prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.

(4) Identifying alternative acquisition strategies and structuring procurements to facilitate the ability of consortia or joint ventures consisting of small businesses, including DBEs, to compete for and perform prime contracts.

(5) To meet the portion of your overall goal you project to meet through race-neutral measures, ensuring that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.

(c) You must actively implement your program elements to foster small business participation. Doing so is a requirement of good faith implementation of your DBE program.

[76 FR 5097, Jan. 28, 2011, as amended at 89 FR 24966, Apr. 9, 2024]

Subpart C—Goals, Good Faith Efforts, and Counting

§ 26.41 What is the role of the statutory 10 percent goal in this program?

(a)The statutes authorizing this program provide that, except to the extent the Secretary determines otherwise, not less than 10 percent of the authorized funds are to be expended with DBEs.

(b)This 10 percent goal is an aspirational goal at the national level, which the Department uses as a tool in evaluating and monitoring DBEs' opportunities to participate in DOT-assisted contracts.

(c) The national 10 percent goal does not authorize or require recipients to set overall or contract goals at the 10 percent level, or any other particular level, or to take any special administrative steps if their goals are above or below 10 percent.

§ 26.43 Can recipients use set-asides or quotas as part of this program?

(a) You are not permitted to use quotas for DBEs on DOT-assisted contracts subject to this part.

(b) You may not set-aside contracts for DBEs on DOT-assisted contracts subject to this part, except that, in limited and extreme circumstances, you may use set-asides when no other method could be reasonably expected to redress egregious instances of discrimination.

§ 26.45 How do recipients set overall goals?

(a)General rule.

(1)Except as provided in paragraph (a)(2) of this section, you must set an overall goal for DBE participation in your DOT-assisted contracts.

(2)If you are an FTA Tier II recipient who intends to operate a race-neutral DBE program, or if you are an FAA recipient who reasonably anticipates awarding $250,000 or less in FAA prime contract funds in a Federal fiscal year, you are not required to develop overall goals for FTA or FAA, respectively, for that Federal fiscal year.

(b) Your overall goal must be based on demonstrable evidence of the availability of ready, willing and able DBEs relative to all businesses ready, willing and able to participate on your DOT-assisted contracts (hereafter, the "relative availability of DBEs"). The goal must reflect your determination of the level of DBE participation you would expect absent the effects of discrimination. You cannot simply rely on either the 10 percent national goal, your previous overall goal or past DBE participation rates in your program without reference to the relative availability of DBEs in your market.

(c) ***Step 1***. You must begin your goal setting process by determining a base figure for the relative availability of DBEs. The following are examples of approaches that you may take toward determining a base figure. These examples are provided as a starting point for your goal setting process. Any percentage figure derived from one of these examples should be considered a basis from which you begin when examining all evidence available in your jurisdiction. These examples are not intended as an exhaustive list. Other methods or combinations of methods to determine a base figure may be used, subject to approval by the concerned operating administration.

(1) Use DBE Directories and Census Bureau Data. Determine the number of ready, willing and able DBEs in your market from your DBE directory. Using the Census Bureau's County Business Pattern (CBP) data base, determine the number of all ready, willing and able businesses available in your market that perform work in the same NAICS codes. (Information about the CBP data base may be obtained from the Census Bureau at their web site, https://www.census.gov/programs-surveys/cbp.html;) Divide the number of DBEs by the number of all businesses to derive a base figure for the relative availability of DBEs in your market.

(2) Use a bidders list. Determine the number of DBEs that have bid or quoted (successful and unsuccessful) on your DOT-assisted prime contracts or subcontracts in the past three years. Determine the number of all businesses that have bid or quoted (successful and unsuccessful) on prime or subcontracts in the same time period. Divide the number of DBE bidders and quoters by the number of all businesses to derive a base figure for the relative availability of DBEs in your market. When using this approach, you must establish a mechanism (documented in your goal submission) to directly capture data

on DBE and non-DBE prime and subcontractors that submitted bids or quotes on your DOT-assisted contracts.

(3) Use data from a disparity study. Use a percentage figure derived from data in a valid, applicable disparity study.

(4) Use the goal of another DOT recipient. If another DOT recipient in the same, or substantially similar, market has set an overall goal in compliance with this rule, you may use that goal as a base figure for your goal.

(5) Alternative methods. Except as otherwise provided in this paragraph, you may use other methods to determine a base figure for your overall goal. Any methodology you choose must be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in your market. The exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of paragraph (c)(2) of this section, is not an acceptable alternative means of determining the availability of DBEs.

(d) ***Step 2***. Once you have calculated a base figure, you must examine all of the evidence available in your jurisdiction to determine what adjustment, if any, is needed to the base figure to arrive at your overall goal. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

(1) There are many types of evidence that must be considered when adjusting the base figure. These include:

(i) The current capacity of DBEs to perform work in your DOT-assisted contracting program, as measured by the volume of work DBEs have performed in recent years;

(ii) Evidence from disparity studies conducted anywhere within your jurisdiction, to the extent it is not already accounted for in your base figure; and

(iii)If your base figure is the goal of another recipient, you must adjust it for differences in your local market and your contracting program.

(2)If available, you must consider evidence from related fields that affect the opportunities for DBEs to form, grow and compete. These include, but are not limited to:

(i) Statistical disparities in the ability of DBEs to get the financing, bonding and insurance required to participate in your program;

(ii) Data on employment, self-employment, education, training and union apprenticeship programs, to the extent you can relate it to the opportunities for DBEs to perform in your program.

(3) If you attempt to make an adjustment to your base figure to account for the continuing effects of past discrimination (often called the "but for" factor) or the effects

of an ongoing DBE program, the adjustment must be based on demonstrable evidence that is logically and directly related to the effect for which the adjustment is sought.

(e) Once you have determined a percentage figure in accordance with paragraphs (c) and (d) of this section, you should express your overall goal as follows:

(1)If you are an FHWA recipient, as a percentage of all Federal-aid highway funds you will expend in FHWA-assisted contracts in the forthcoming three fiscal years.

(2)If you are an FTA or FAA recipient, as a percentage of all FT or FAA funds (exclusive of FTA funds to be used for the purchase of transit vehicles) that you will expend in FTA or FAA-assisted contracts in the three forthcoming fiscal years.

(3)In appropriate cases, the FHWA, FTA or FAA Administrator may permit or require you to express your overall goal as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration.

(i) A project goal is an overall goal, and must meet all the substantive and procedural requirements of this section pertaining to overall goals.

(ii) A project goal covers the entire length of the project to which it applies.

(iii)The project goal should include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal.

(iv)The funds for the project to which the project goal pertains are separated from the base from which your regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

49 CFR 26.45(f)(1) (enhanced display) 49 CFR 26.45(f)(1)(i)

(f)

(1)

(i) If you set your overall goal on a fiscal year basis, you must submit it to the applicable DOT operating administration by August 1 at three-year intervals, based on a schedule established by the FHWA, FTA, or FAA, as applicable, and posted on that agency's website.

(ii)You may adjust your three-year overall goal during the three-year period to which it applies, in order to reflect changed circumstances. You must submit such an adjustment to the concerned operating administration for review and approval.

(iii)The operating administration may direct you to undertake a review of your goal if necessary to ensure that the goal continues to fit your circumstances appropriately.

(iv)While you are required to submit an overall goal to FHWA, FTA, or FAA only every three years, the overall goal and the provisions of Sec. 26.47(c) apply to each year during that three-year period.

(v)You may make, for informational purposes, projections of your expected DBE achievements during each of the three years covered by your overall goal. However, it is the overall goal itself, and not these informational projections, to which the provisions of section 26.47(c) of this part apply.

(2)If you are a recipient and set your overall goal on a project or grant basis as provided in paragraph (e)(3) of this section, you must submit the goal for review at a time determined by the FHWA, FTA or FAA Administrator, as applicable.

(3)You must include with your overall goal submission a description of the methodology you used to establish the goal, including your base figure and the evidence with which it was calculated, and the adjustments you made to the base figure and the evidence you relied on for the adjustments. You should also include a summary listing of the relevant available evidence in your jurisdiction and, where applicable, an explanation of why you did not use that evidence to adjust your base figure. You must also include your projection of the portions of the overall goal you expect to meet through raceneutral and race-conscious measures, respectively (see § 26.51(c)).

(4)You are not required to obtain prior operating administration concurrence with your overall goal. However, if the operating administration's review suggests that your overall goal has not been correctly calculated or that your method for calculating goals is inadequate, the operating administration may, after consulting with you, adjust your overall goal or require that you do so. The adjusted overall goal is binding on you. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the operating administration will be guided by goal setting principles and best practices identified by the Department in guidance issued pursuant to § 26.9.

(5)If you need additional time to collect data or take other steps to develop an approach to setting overall goals, you may request the approval of the concerned operating administration for an interim goal and/or goal-setting mechanism. Such a mechanism must:

(i)Reflect the relative availability of DBEs in your local market to the maximum extent feasible given the data available to you; and

(ii)Avoid imposing undue burdens on non-DBEs.

(6)Timely submission and operating administration approval of your overall goal is a condition of eligibility for DOT financial assistance.

49 CFR 26.45(f)(6) (enhanced display)

49 CFR 26.45(f)(7)

(7)If you fail to establish and implement goals as provided in this section, you are not in compliance with this part. If you establish and implement goals in a way different from that provided in this part, you are not in compliance with this part. If you fail to comply with this requirement, you are not eligible to receive DOT financial assistance.

(g)

(1)In establishing an overall goal, you must provide for consultation and publication. This includes:

(i)Consultation with minority, women's and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and your efforts to establish a level playing field for the participation of DBEs. The consultation must include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and it must occur before you are required to submit your methodology to the operating administration for review pursuant to paragraph (f) of this section. You must document in your goal submission the consultation process you engaged in. Notwithstanding paragraph (f)(4) of this section, you may not implement your proposed goal until you have complied with this requirement.

(ii)A published notice announcing your proposed overall goal before submission to the operating administration on August 1st. The notice must be posted on your official Internet Web site and may be posted in any other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by the operating administration, the revised goal must be posted on your official Internet Web site.

(2)At your discretion, you may inform the public that the proposed overall goal and its rationale are available for inspection during normal business hours at your principal office and for a 30-day comment period. Notice of the comment period must include addresses to which comments may be sent. The public comment period will not extend the August 1st deadline set in paragraph (f) of this section.

(h)Your overall goals must provide for participation by all certified DBEs and must not be subdivided into group-specific goals.

[64 FR 5126, Feb. 2, 1999, as amended at 64 FR 34570, June 28, 1999; 65 FR 68951, Nov. 15, 2000; 68 FR 35553, June 16, 2003; 75 FR 5536, Feb. 3, 2010; 76 FR 5097, Jan. 28, 2011; 79 FR 59593, Oct. 2, 2014; 89 FR 24966, Apr. 9, 2024; 89 FR 55089, July 3, 2024]

§ 26.47 Can recipients be penalized for failing to meet overall goals?

(a)You cannot be penalized, or treated by the Department as being in noncompliance with this rule, because your DBE participation falls short of your overall goal, unless you have failed to administer your program in good faith.

(b)If you do not have an approved DBE program or overall goal, or if you fail to implement your program in good faith, you are in noncompliance with this part.

49 CFR 26.47(b) (enhanced display) 49 CFR 26.47(c)

(c)If the awards and commitments shown on your Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, you must do the following in order to be regarded by the Department as implementing your DBE program in good faith:

(1)Analyze in detail the reasons for the difference between the overall goal and your awards and commitments in that fiscal year;

(2)Establish specific steps and milestones to correct the problems you have identified in your analysis and to enable you to meet fully your goal for the new fiscal year;

(3)

(i)If you are a state highway agency; one of the 50 largest transit authorities as determined by the FTA; or an CORE 30 airport or other airport designated by the FAA, you must submit, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraphs (c)(1) and (2) of this section to the appropriate operating administration for approval. If the operating administration approves the report, you will be regarded as complying with the requirements of this section for the remainder of the fiscal year.

(ii)As a transit authority or airport not meeting the criteria of paragraph (c)(3)(i) of this section, you must retain analysis and corrective actions in your records for three years and make it available to FTA or FAA on request for their review.

(4)FHWA, FTA, or FAA may impose conditions on the recipient as part of its approval of the recipient's analysis and corrective actions including, but not limited to, modifications to your overall goal methodology, changes in your race-conscious/race-neutral split, or the introduction of additional race-neutral or race-conscious measures.

(5)You may be regarded as being in noncompliance with this Part, and therefore subject to the remedies in § 26.103 or § 26.105 of this part and other applicable regulations, for failing to implement your DBE program in good faith if any of the following things occur:

(i)You do not submit your analysis and corrective actions to FHWA, FTA, or FAA in a timely manner as required under paragraph (c)(3) of this section;

(ii)FHWA, FTA, or FAA disapproves your analysis or corrective actions; or

(iii)You do not fully implement the corrective actions to which you have committed or conditions that FHWA, FTA, or FAA has imposed following review of your analysis and corrective actions.

(d)If, as recipient, your Uniform Report of DBE Awards or Commitments and Payments or other information coming to the attention of FTA, FHWA, or FAA, demonstrates that current trends make it unlikely that you will achieve DBE awards and commitments that would be necessary to allow you to meet your overall goal at the end of the fiscal year, FHWA, FTA, or FAA, as applicable, may require you to make further good faith efforts, such as by modifying your race-conscious/race-neutral split or introducing additional raceneutral or race-conscious measures for the remainder of the fiscal year.

[64 FR 5126, Feb. 2, 1999, as amended at 76 FR 5098, Jan. 28, 2011; 89 FR 24966, Apr. 9, 2024]

49 CFR 26.47(d) (enhanced display)

49 CFR 26.49

§ 26.49 What are the requirements for transit vehicle manufactures (TVMs) and for awarding DOT-assisted contracts to TVMs?

(a)If you are an FTA recipient, you must require in your DBE program that each TVM, as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, certify that it has complied with the requirements of this section. You do not include FTA assistance used in transit vehicle procurements in the base amount from which your overall goal is calculated.

(1)Only those TVMs listed on FTA's list of eligible TVMs, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation are eligible to bid.

(2)A TVM that fails to follow the requirements of this section and this part will be deemed as noncompliant, which will result in removal from FTA's eligible TVMs list and ineligibility to bid.

(3)An FTA recipient's failure to comply with the requirements set forth in paragraph (a) of this section may result in formal enforcement action or appropriate sanction as determined by FTA (e.g., FTA declining to participate in the vehicle procurement).

(4)Within 30 days of becoming contractually required to procure a transit vehicle, an FTA recipient must report to FTA:

(i)The name of the TVM that was the successful bidder; and

(ii)The Federal share of the contractual commitment at that time.

(b)If you are a TVM, you must establish and submit to FTA an annual overall percentage goal for DBE participation.

(1)In setting your overall goal, you should be guided, to the extent applicable, by the principles underlying § 26.45. The base from which you calculate this goal is the amount

of FTA financial assistance included in transit vehicle contracts on which you will bid on during the fiscal year in question, less the portion(s) attributable to the manufacturing process performed entirely by your own forces.

(i)You must consider and include in your base figure all domestic contracting opportunities made available to non-DBEs.

(ii)You must exclude from this base figure funds attributable to work performed outside the United States and its territories, possessions, and commonwealths.

(iii)In establishing an overall goal, you must provide for public participation. This includes consultation with interested parties consistent with § 26.45(g).

(2)The requirements of this part with respect to submission and approval of overall goals apply to you as they do to recipients, except that TVMs set and submit their goals annually and not on a triennial basis.

(c) TVMs must comply with the reporting requirements of § 26.11, including the requirement to submit the Uniform Report of DBE Awards or Commitments and Payments, in order to remain eligible to bid on FTA assisted transit vehicle procurements.

(d) TVMs must implement all other requirements of this part, except those relating to UCPs and DBE certification procedures.

49 CFR 26.49(d) (enhanced display) 49 CFR 26.49(e)

(e) If you are an FHWA or FAA recipient, you may, with FHWA or FAA approval, use the procedures of this section with respect to procurements of vehicles or specialized equipment. If you choose to do so, then the manufacturers of the equipment must meet the same requirements (including goal approval by FHWA or FAA) that TVMs must meet in FTA assisted procurements.

(f) Recipients may establish project-specific goals for DBE participation in the procurement of transit vehicles from specialized manufacturers when a TVM cannot be identified.

(1) Project-specific goals established pursuant to this section are subject to the same review and approval and must be established as prescribed in the project goal provisions of § 26.45.

(2) FTA must approve the decision to use a project goal before the recipient issues a public solicitation for the vehicles in question.

(3) To support the request to develop a project goal, recipients must demonstrate that no TVMs are available to manufacture the vehicle.

[89 FR 24966, Apr. 9, 2024]

§ 26.51 What means do recipients use to meet overall goals?

(a) You must meet the maximum feasible portion of your overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a

prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

(b)Race-neutral means include, but are not limited to, the following:

(1)Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under § 26.39 of this part.

(2)Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);

(3)Providing technical assistance and other services;

(4)Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);

(5)Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;

(6) Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;

49 CFR 26.51(b)(6) (enhanced display) 49 CFR 26.51(b)(7)

(7) Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;

(8) Ensuring distribution of your DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and

(9) Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

(c) Each time you submit your overall goal for review by the concerned operating administration, you must also submit your projection of the portion of the goal that you expect to meet through race-neutral means and your basis for that projection. This projection is subject to approval by the concerned operating administration, in conjunction with its review of your overall goal.

(d) You must establish contract goals to meet any portion of your overall goal you do not project being able to meet using race-neutral means.

(e) The following provisions apply to the use of contract goals:

(1) You may use contract goals only on those DOT-assisted contracts that have subcontracting possibilities.

(2) You are not required to set a contract goal on every DOT-assisted contract. You are not required to set each contract goal at the same percentage level as the overall goal. The goal for a specific contract may be higher or lower than that percentage level of the overall goal, depending on such factors as the type of work involved, the location of the work, and the availability of DBEs for the work of the particular contract. However, over the period covered by your overall goal, you must set contract goals so that they will cumulatively result in meeting any portion of your overall goal you do not project being able to meet through the use of race-neutral means.

(3) Operating administration approval of each contract goal is not necessarily required. However, operating administrations may review and approve or disapprove any contract goal you establish.

(4) Your contract goals must provide for participation by all certified DBEs and must not be subdivided into group-specific goals.

(f) To ensure that your DBE program continues to be narrowly tailored to overcome the effects of discrimination, you must adjust your use of contract goals as follows:

(1) If your approved projection under paragraph (c) of this section estimates that you can meet your entire overall goal for a given year through race-neutral means, you must implement your program without setting contract goals during that year, unless it becomes necessary in order meet your overall goal.

Example to paragraph (f)(1): Your overall goal for Year 1 is 12 percent. You estimate that you can obtain 12 percent or more DBE participation through the use of race-neutral measures, without any use of contract goals. In this case, you do not set any contract goals for the contracts that will be performed in Year 1. However, if part way through Year 1, your DBE awards or commitments are not at a level that would permit you to achieve your overall goal for Year 1, you could begin setting race-conscious DBE contract goals during the remainder of the year as part of your obligation to implement your program in good faith.

49 CFR 26.51(f)(1) (enhanced display) 49 CFR 26.51(f)(2)

(2)If, during the course of any year in which you are using contract goals, you determine that you will exceed your overall goal, you must reduce or eliminate the use of contract goals to the extent necessary to ensure that the use of contract goals does not result in exceeding the overall goal. If you determine that you will fall short of your overall goal, then you must make appropriate modifications in your use of race-neutral and/or race-conscious measures to allow you to meet the overall goal.

Example to paragraph (f)(2): In Year II, your overall goal is 12 percent. You have estimated that you can obtain 5 percent DBE participation through use of race-neutral measures. You therefore plan to obtain the remaining 7 percent participation through use of DBE goals. By September, you have already obtained 11 percent DBE participation for the year. For contracts let during the remainder of the year, you use contract

goals only to the extent necessary to obtain an additional one percent DBE participation. However, if you determine in September that your participation for the year is likely to be only 8 percent total, then you would increase your use of race-neutral and/or race-conscious means during the remainder of the year in order to achieve your overall goal.

(3)If the DBE participation you have obtained by race-neutral means alone meets or exceeds your overall goals for two consecutive years, you are not required to make a projection of the amount of your goal you can meet using such means in the next year. You do not set contract goals on any contracts in the next year. You continue using only race-neutral means to meet your overall goals unless and until you do not meet your overall goal for a year.

Example to paragraph (f)(3): Your overall goal for Years I and Year II is 10 percent. The DBE participation you obtain through race-neutral measures alone is 10 percent or more in each year. (For this purpose, it does not matter whether you obtained additional DBE participation through using contract goals in these years.) In Year III and following years, you do not need to make a projection under paragraph (c) of this section of the portion of your overall goal you expect to meet using race-neutral means. You simply use race-neutral means to achieve your overall goals. However, if in Year VI your DBE participation falls short of your overall goal, then you must make a paragraph (c) projection for Year VII and, if necessary, resume use of contract goals in that year.

(4)If you obtain DBE participation that exceeds your overall goal in two consecutive years using contract goals (i.e., not through the use of race-neutral means alone), you must reduce your use of contract goals proportionately in the following year.

Example to paragraph (f)(4): In Years I and II, your overall goal is 12 percent, and you obtain 14 and 16 percent DBE participation, respectively. You have exceeded your goals over the two-year period by an average of 25 percent. In Year III, your overall goal is again 12 percent, and your paragraph (c) projection estimates that you will obtain 4 percent DBE participation through race-neutral means and 8 percent through contract goals. You then reduce the contract goal projection by 25 percent (i.e., from 8 to 6 percent) and set contract goals accordingly during the year. If in Year III you obtain 11 percent participation, you do not use this contract goal adjustment mechanism for Year IV, because there have not been two consecutive years of exceeding overall goals.

49 CFR 26.51(f)(4) (enhanced display) 49 CFR 26.51(g)

(g) In any year in which you project meeting part of your goal through race-neutral means and the remainder through contract goals, you must maintain data separately on DBE achievements in those contracts with and without contract goals, respectively. You must report this data to the concerned operating administration as provided in § 26.11.

[64 FR 5126, Feb. 2, 1999, as amended at 76 FR 5098, Jan. 28, 2011; 79 FR 59595, Oct. 2, 2014; 89 FR 24967, Apr. 9, 2024]

§ 26.53 What are the good faith efforts procedures recipients follow in situations where there are contract goals?

(a) When you have established a DBE contract goal, you must award the contract only to a bidder/offeror who makes good faith efforts to meet it. You must determine that a bidder/offeror has made good faith efforts if the bidder/offeror does either of the following things:

(1) Documents that it has obtained enough DBE participation to meet the goal; or

(2) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so. If the bidder/offeror does document adequate good faith efforts, you must not deny award of the contract on the basis that the bidder/offeror failed to meet the goal. See Appendix A of this part for guidance in determining the adequacy of a bidder/ offeror's good faith efforts.

(b) In your solicitations for DOT-assisted contracts for which a contract goal has been established, you must require the following:

(1) Award of the contract will be conditioned on meeting the requirements of this section;

(2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (b)(3) of this section:

(i) The names and addresses of DBE firms that will participate in the contract;

(ii) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;

(iii) The dollar amount of the participation of each DBE firm participating;

(iv)Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and

(v)Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment. Each DBE listed to perform work as a regular dealer or distributor must confirm its participation according to the requirements of paragraph (c)(1) of this section.

49 CFR 26.53(b)(2)(v) (enhanced display) 49 CFR 26.53(b)(2)(vi)

(vi)If the contract goal is not met, evidence of good faith efforts (see Appendix A of this part). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and

(3)

(i) At your discretion, the bidder/offeror must present the information required by paragraph (b)(2) of this section—

(A) Under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures; or

(B) No later than 7 days after bid opening as a matter of responsibility. The 7 days shall be reduced to 5 days beginning January 1, 2017.

(ii) Provided that, in a negotiated procurement, such as a procurement for professional services, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph (b)(2) of this section before the final selection for the contract is made by the recipient. This paragraph (b)(3)(ii) does not apply to a design-build procurement, which must follow the provisions in paragraph (e) of this section.

(c) You must make sure all information is complete and accurate and adequately documents the bidder/ offeror's good faith efforts before committing yourself to the performance of the contract by the bidder/ offeror.

(1) For each DBE listed as a regular dealer or distributor you must make a preliminary counting determination to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in § 26.55(e)(2)(iv)(A), (B), and (C) and (e)(3) under the contract at issue. Your preliminary determination shall be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. Where the DBE supplier does not affirm that its participation will meet the specific requirements of either a regular dealer or distributor, you are required to make appropriate adjustments in counting such participation toward the bidder's good faith efforts to meet the contract goal. The bidder is responsible for verifying that the information provided by the DBE supplier is consistent with the counting of such participation toward the contract goal.

(2) [Reserved]

(d) If you determine that the apparent successful bidder/offeror has failed to meet the requirements of paragraph (a) of this section, you must, before awarding the contract, provide the bidder/offeror an opportunity for administrative reconsideration.

(1) As part of this reconsideration, the bidder/offeror must have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so.

(2) Your decision on reconsideration must be made by an official who did not take part in the original determination that the bidder/offeror failed to meet the goal or make adequate good faith efforts to do so.

49 CFR 26.53(d)(2) (enhanced display) 49 CFR 26.53(d)(3)

(3) The bidder/offeror must have the opportunity to meet in person with your reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.

(4) You must send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.

(5) The result of the reconsideration process is not administratively appealable to the Department of Transportation.

(e) In a design-build contracting situation, in which the recipient solicits proposals to design and build a project with minimal-project details at time of letting, the recipient may set a DBE goal that proposers must meet by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the information required in paragraph (b) of this section that applies to design-bid-build contracts. To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amount) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Once the design-build contract is awarded, the recipient must provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. The recipient and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, e.g., replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

(f)

(1)

(i) You must require that a prime contractor not terminate a DBE or any portion of its work listed in response to paragraph (b)(2) of this section (or an approved substitute DBE firm per paragraph (g) of this section) without your prior written consent, unless you cause the termination or reduction. A termination includes any reduction or underrun in work listed for a DBE not caused by a material change to the prime contract by the recipient. This requirement applies to instances that include, but are not limited to, when a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

(ii)You must include in each prime contract a provision stating that:

(A) The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains your written consent as provided in this paragraph (f); and

(B) Unless your consent is provided under this paragraph (f), the prime contractor must not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

(2) You may provide such written consent only if you agree, for reasons stated in your concurrence document, that the prime contractor has good cause to terminate the listed DBE or any portion of its work.

49 CFR 26.53(f)(2) (enhanced display) 49 CFR 26.53(f)(3)

(3) Good cause does not exist if the prime contractor seeks to terminate a DBE or any portion of its work that it relied upon to obtain the contract so that the prime contractor can self-

perform the work for which the DBE contractor was engaged, or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award. For purposes of this paragraph (f)(3), good cause includes the following circumstances:

(i) The listed DBE subcontractor fails or refuses to execute a written contract;

(ii)The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;

(iii)The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;

(iv)The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

(v)The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR parts 180, 215, and 1200 or applicable State law;

(vi)You have determined that the listed DBE subcontractor is not a responsible contractor;

(vii)The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;

(viii)The listed DBE is ineligible to receive DBE credit for the type of work required;

(ix)A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract; and

(x)Other documented good cause that you determine compels the termination of the DBE subcontractor.

(4) Before transmitting to you its request to terminate a DBE subcontractor or any portion of its work, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to you sent concurrently, of its intent to request to terminate and the reason for the proposed request.

(5) The prime contractor's written notice must give the DBE 5 days to respond, advising you and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract/or portion thereof and why you should not approve the prime contractor's request. If required in a particular case as a matter of public necessity (e.g., safety), you may provide a response period shorter than 5 days.

(6) In addition to post-award terminations, the provisions of this section apply to pre-award deletions or changes to DBEs or their listed work put forward by offerors in negotiated procurements.

(g) When a DBE subcontractor or any portion of its work is terminated by the prime contractor as provided in paragraph (f) of this section, or the firm fails to complete its work on the contract for any reason, including when work committed to a DBE is not countable or reduced due to overestimations made prior to award, the prime contractor must use good faith efforts to include additional DBE participation to the extent needed to meet the contract goal. The good faith efforts shall be documented by the contractor. If the recipient requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days, if necessary, at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

49 CFR 26.53(g) (enhanced display) 49 CFR 26.53(h)

(h) You must include in each prime contract the contract clause required by § 26.13(b) stating that failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section you deem appropriate if the prime contractor fails to comply with the requirements of this section.

(i) You must apply the requirements of this section to DBE bidders/offerors for prime contracts. In determining whether a DBE bidder/offeror for a prime contract has met a contract goal, you count the work the DBE has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

(j) You must require the contractor awarded the contract to make available upon request a copy of all DBE subcontracts. The subcontractor shall ensure that all subcontracts or an agreement with DBEs to supply labor or materials require that the subcontract and all lower tier subcontractors be performed in accordance with this part's provisions.

[64 FR 5126, Feb. 2, 1999, as amended at 76 FR 5098, Jan. 28, 2011; 79 FR 59595, Oct. 2, 2014; 89 FR 24967, Apr. 9, 2024; 89 FR 55089, July 3, 2024]

§ 26.55 How is DBE participation counted toward goals?

(a) When a DBE participates in a contract, you count only the value of the work performed by the DBE toward DBE goals.

(1) Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (a)(2) of this section) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

(2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

(b) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

(c) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.

49 CFR 26.55(c) (enhanced display) 49 CFR 26.55(c)(1)

(1) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is performing and the DBE credit claimed for its performance of the work, and other relevant factors.

(2) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those in which DBEs do not participate.

(3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected within normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function.

(4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (c)(3) of this section, the DBE may present evidence to rebut this presumption. You may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

(5) Your decisions on commercially useful function matters are subject to review by the concerned operating administration, but are not administratively appealable to DOT.

(d) Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:

(1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

(2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

(3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

(4) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

(5) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement. If a recipient chooses this approach, it must obtain written consent from the appropriate DOT operating administration.

49 FR 26.55(d)(5) (enhanced display) 49 CFR 26.55(d)(6)

Example to paragraph (d)(5): DBE Firm X uses two of its own trucks on a contract. It leases two trucks from DBE Firm Y and six trucks equipped with drivers from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight trucks. DBE credit could be awarded only for the fees or commissions pertaining to the remaining trucks Firm X receives as a result of the lease with Firm Z.

(6) The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

Example to paragraph (d)(6): DBE Firm X uses two of its own trucks on a contract. It leases two additional trucks from non-DBE Firm Z. Firm X uses its own employees to drive the trucks leased from Firm Z. DBE credit would be awarded for the total value of the transportation services provided by all four trucks.

(7) For purposes of this paragraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

(e) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

(1)

(i)If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies.

(ii)For purposes of this paragraph (e)(1), a manufacturer is a firm that owns (or leases) and operates a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications. Manufacturing includes blending or modifying raw materials or assembling components to create the product to meet contract specifications. When a DBE makes minor modifications to the materials, supplies, articles, or equipment, the DBE is not a manufacturer. Minor modifications are additional changes to a manufactured product that are small in scope and add minimal value to the final product.

(2)

49 CFR 26.55(e)(2)(i) (enhanced display) 49 CFR 26.55(e)(2)(ii)

(i)If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies (including transportation costs).

(ii)For purposes of this section, a regular dealer is a firm that owns (or leases) and operates, a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in sufficient quantities, and regularly sold or leased to the public in the usual course of business.

(iii)Items kept and regularly sold by the DBE are of the "general character" when they share the same material characteristics and application as the items specified by the contract.

(iv) You must establish a system to determine that a DBE regular dealer per paragraph (e)(2)(iv)(A) of this section, over a reasonable period of time, keeps sufficient quantities and regularly sells the items in question. This system must also ensure that a regular dealer of bulk items per (e)(2)(iv)(B) of this section owns/leases and operates distribution equipment for the products it sells. This requirement may be administered through questionnaires, inventory records reviews, or other methods to determine whether each DBE supplier has the demonstrated capacity to perform a commercially useful function (CUF) as a regular dealer prior to its participation. The system you implement must be maintained and used to identify all DBE suppliers with capacity to be eligible for 60 percent credit, contingent upon the performance of a CUF. This requirement is a programmatic safeguard apart from that described in § 26.53(c)(1).

(A) To be a regular dealer, the firm must be an established business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A DBE supplier performs a CUF as a regular dealer and receives credit for 60 percent of the cost of materials or supplies (including transportation cost) when all, or at least 51 percent of, the items under a purchase order or subcontract are provided from the DBE's

inventory, and when necessary, any minor quantities delivered from and by other sources are of the general character as those provided from the DBE's inventory.

(B) A DBE may be a regular dealer in such bulk items as petroleum products, steel, concrete or concrete products, gravel, stone, or asphalt without owning and operating a place of business as provided in paragraph (e)(2)(ii) of this section if the firm both owns and operates distribution equipment used to deliver the products. Any supplementing of regular dealers' own distribution equipment must be by a long-term operating lease and not on an ad hoc or contract-by-contract basis.

(C) A DBE supplier of items that are not typically stocked due to their unique characteristics (e.g., limited shelf life or items ordered to specification) should be considered in the same manner as a regular dealer of bulk items per paragraph (e)(2)(iv)(B) of this section. If the DBE supplier of these items does not own or lease distribution equipment, as descried above, it is not a regular dealer.

(D) Packagers, brokers, manufacturers' representatives, or other persons who arrange, facilitate, or expedite transactions are not regular dealers within the meaning of paragraph (e)(2) of this section.

(3)If the materials or supplies are purchased from a DBE distributor that neither maintains sufficient inventory nor uses its own distribution equipment for the products in question, count 40 percent of the cost of materials or supplies (including transportation costs). A DBE distributor is an established business that engages in the regular sale or lease of the items specified by the contract. A DBE distributor assumes responsibility for the items it purchases once they leave the point of origin (e.g.,a manufacturer's facility), making it liable for any loss or damage not covered by the carrier's insurance. A DBE distributor performs a CUF when it demonstrates ownership of the items in question and assumes all risk for loss or damage during transportation, evidenced by the terms of the purchase order or a bill of lading (BOL) from a third party, indicating Free on Board (FOB) at the point of origin or similar terms that transfer responsibility of the items in question to the DBE distributor. If these conditions are met, DBE distributors may receive 40 percent for drop-shipped items. Terms that transfer liability to the distributor at the delivery destination (e.g., FOB destination), or deliveries made or arranged by the manufacturer or another seller do not satisfy this requirement.

49 CFR 26.55(e)(3) (enhanced display) 49 CFR 26.55(e)(4)

(4) With respect to materials or supplies purchased from a DBE that is neither a manufacturer, a regular dealer, nor a distributor, count the entire amount of fees or commissions charged that you deem to be reasonable, including transportation charges for the delivery of materials or supplies. Do not count any portion of the cost of the materials and supplies themselves.

(5) You must determine the amount of credit awarded to a firm for the provisions of materials and supplies (e.g., whether a firm is acting as a regular dealer, distributor, or a transaction facilitator) on a contract-by-contract basis.

(f) If a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, do not count the firm's participation toward any DBE goals, except as provided for in § 26.87(j)).

(g) Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward your overall goal.

(h) Do not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the contractor has paid the DBE the amount being counted.

[64 FR 5126, Feb. 2, 1999, as amended at 65 FR 68951, Nov. 15, 2000; 68 FR 35554, June 16, 2003; 79 FR 59595, Oct. 2, 2014; 89

FR 24968, Apr. 9, 2024; 89 FR 55089, July 3, 2024]

Subpart D—Certification Standards

§ 26.61 Burden of proof

(a) In determining whether to certify a firm, the certifier must apply the standards of this subpart. Unless the context indicates otherwise, singular terms include their plural forms and vice versa.

(b) The firm has the burden of demonstrating, by a preponderance of the evidence, i.e., more likely than not, that it satisfies all of the requirements in this subpart. In determining whether the firm has met its burden, the certifier must consider all the information in the record, viewed as a whole.

(1) ***Exception 1***. In a decertification proceeding the certifier bears the burden of proving, by a preponderance of the evidence, that the firm is no longer eligible for certification under the rules of this part.

(2) ***Exception 2***. If a certifier has a reasonable basis to believe that an individual who is a member of a group in § 26.67(a) of this section is not, in fact, socially and/or economically disadvantaged, the certifier bears the burden of proving, by a preponderance of the evidence, that the individual is not socially and/or economically disadvantaged.

[89 FR 24969, Apr. 9, 2024]

49 CFR 26.61(b)(2) (enhanced display)

49 FR 26.63

§ 26.63 General certification rules.

(a)General rules. Except as otherwise provided:

(1) The firm must be for-profit and engaged in business activities.

(2) In making eligibility determinations, a certifier may not consider whether a firm performs a commercially useful function (CUF), or the potential effect on goals or counting.

(3) A certifier cannot condition eligibility on State prequalification requirements for bidding on contracts.

(4) Certification is not a warranty of competence or suitability.

(5) A certifier determines eligibility based on the evidence it has at the time of its decision, not on the basis of historical or outdated information, giving full effect to the "curative measures" provisions of this part.

(6) Entering into a fraudulent transaction or presenting false information to obtain or maintain DBE certification is disqualifying.

(b) **Indirect ownership**. A subsidiary (i.e., S) that SEDOs own and control indirectly is eligible, if it satisfies the other requirements of this part and only under the following circumstances.

(1) Look-through. SEDOs own at least 51 percent of S through their ownership of P (i.e., the parent firm) as shown in the examples following.

(2) Control. SEDOs control P, and P controls S.

(3) One tier of separation. The SEDOs indirectly own S through P and no other intermediary. That is, no applicant or DBE may be more than one entity (P) removed from its individual SEDOs.

(4) Examples. The following examples assume that S and its SEDOs satisfy all other requirements in this part.

(i) Example 1 to paragraph (b)(4). SEDOs own 100 percent of P, and P owns 100 percent of S. S is eligible for certification.

(ii) Example 2 to paragraph (b)(4). Same facts as Example 1, except P owns 51 percent of S. S is eligible.

(iii)Example 3 to paragraph (b)(4). SEDOs own 80 percent of P, and P owns 70 percent of S. S is eligible because SEDOs indirectly own 56 percent of S. The calculation is 80 percent of 70 percent or $.8 \times .7 = .56$.

(iv)Example 4 to paragraph (b)(4). SEDOs own and control P, and they own 52 percent of S by operation of this paragraph (b). However, a non-SEDO controls S. S is ineligible.

(v)Example 5 to paragraph (b)(4). SEDOs own 60 percent of P, and P owns 51 percent of S. S is ineligible because SEDOs own just 31 percent of S.

(vi)Example 6 to paragraph (b)(4). P indirectly owns and controls S and has other affiliates. S is eligible only if its gross receipts, plus those of all of its affiliates, do not exceed the applicable small business size cap of § 26.65. Note that all of P's affiliates are affiliates of S by virtue of P's ownership and/or control of S.

(c) Indian Tribes, NHOs, and ANCs —

49 CFR 26.63(c) (enhanced display)

49 CFR 26.63(c)(1)

(1) Indian Tribes and NHOs. A firm that is owned by an Indian Tribe or Native Hawaiian organization (NHO), rather than by Indians or Native Hawaiians as individuals, is eligible if it meets all other certification requirements in this part.

(2) Alaska Native Corporations (ANCs).

(i) Notwithstanding any other provisions of this subpart, a subsidiary corporation, joint venture, or partnership entity of an ANC is eligible for certification if it meets all the following requirements:

(A) The Settlement Common Stock of the underlying ANC and other stock of the ANC held by holders of the Settlement Common Stock and by Natives and descendants of Natives represents a majority of both the total equity of the ANC and the total voting power of the corporation for purposes of electing directors;

(B) The shares of stock or other units of common ownership interest in the subsidiary, joint venture, or partnership entity held by the ANC and by holders of its Settlement Common Stock represent a majority of both the total equity of the entity and the total voting power of the entity for the purpose of electing directors, the general partner, or principal officers; and

(C) The subsidiary, joint venture, or partnership entity has been certified by the Small Business Administration under the 8(a) or small disadvantaged business program.

(ii) As a certifier to whom an ANC-related entity applies for certification, a certifier must not use the Uniform Certified Application. The certifier must obtain from the firm documentation sufficient to demonstrate that the entity meets the requirements of paragraph (c)(2)(i) of this section. The certifier must also obtain sufficient information about the firm to allow the certifier to administer its program (e.g., information that would appear in a UCP directory).

(iii) If an ANC-related firm does not meet all the conditions of paragraph (c)(2)(i) of this section, then it must meet the requirements of paragraph (c)(1) of this section in order to be certified.

[89 FR 24969, Apr. 9, 2024]

§ 26.65 Business size determinations.

(a) By NAICS Code. A firm (including its affiliates) must be a small business, as defined by the Small Business Administration (SBA). The certifier must apply the SBA business size limit in 13 CFR part 121 which corresponds to the applicable primary industry classifications (NAICS codes). The firm is ineligible

when its affiliated "receipts" (computed on a cash basis), as defined in 13 CFR 121.104(a) and averaged over the firm's preceding five fiscal years, exceed the applicable SBA size cap(s).

(b) Statutory cap. Even if a firm is a small business under paragraph (a) of this section, it is ineligible to perform DBE work on FHWA or FTA assisted contracts if its affiliated annual gross receipts, as defined in 13 CFR 121.104, averaged over the firm's previous three fiscal years exceed $30.72 million (as of March 1, 2024). The Department will adjust this amount annually and post the adjusted amount on its website available at https://www.transportation.gov/DBEsizestandards.

[89 FR 24970, Apr. 9, 2024; 89 FR 55089, July 3, 2024]

49 CFR 26.65(b) (enhanced display)

49 CFR 26.67

§ 26.67 Social and economic disadvantage.

(a) Group membership —

(1) General rule. Citizens of the United States (or lawfully admitted permanent residents) who are women, Black American, Hispanic American, Native American, Asian Pacific American, Subcontinent Asian American, or other minorities found to be disadvantaged by the Small Business Administration (SBA), are rebuttably presumed to be socially and economically disadvantaged. A firm owner claiming the presumption must specify of which groups in this paragraph (a)(1) she or he is a member on the Declaration of Eligibility (DOE).

(2) Native American group membership. An owner claiming Native American group membership must submit a signed DOE as well as proof of enrollment in a federally or State-recognized Indian Tribe. An owner claiming Native Hawaiian or Alaska Native group membership must submit documentation legally recognized under State or Federal law attesting to the individual's status as a member of that group.

(3) Questioning group membership. (1) Certifiers may not question claims of group membership as a matter of course. Certifiers must not impose a disproportionate burden on members of any particular group. Imposing a disproportionate burden on members of a particular group could violate Title VI of the Civil Rights Act of 1964, paragraph (b) of this section, and/or 49 CFR part 21.

(i) If a certifier has a well-founded reason(s) to question an owner's claim of membership in a group in paragraph (a)(1) of this section, it must provide the individual a written explanation of its reason(s), using the most recent email address provided. The firm bears the burden of proving, by a preponderance of the evidence, that the owner is a member of the group in question.

(ii) A certifier's written explanation must instruct the individual to submit evidence demonstrating that the individual has held herself/himself/themself out publicly as a member of the group for a long period of time prior to applying for DBE certification, and that the relevant community considers the individual a member. The certifier may

not require the individual to provide evidence beyond that related to group membership.

(iii) The owner must email the certifier evidence described in paragraph (a)(3)(ii) of this section no later than 20 days after the written explanation. The certifier must email the owner a decision no later than 30 days after receiving timely submitted evidence.

(iv) If a certifier determines that an individual has not demonstrated group membership, the certifier's decision must specifically reference the evidence in the record that formed the basis for the conclusion and give a detailed explanation of why the evidence submitted was insufficient. It must also inform the individual of the right to appeal, as provided in § 26.89(a), and of the right to reapply at any time under paragraph (d) of this section.

(b) Rebuttal of social disadvantage.

(1) If a certifier has a reasonable basis to believe that an individual who is a member of a group in paragraph (a)(1) of this section is not, in fact, socially disadvantaged, the certifier must initiate a § 26.87 proceeding, regardless of the firm's DBE status. As is the case in all section § 26.87 proceedings, the certifier must prove ineligibility.

(2) If the certifier finds that the owner is not socially disadvantaged, its decision letter must inform the firm of its appeal rights.

49 CFR 26.67(b)(2) (enhanced display)

49 CFR 26.67(c)

(c) Rebuttal of economic disadvantage —

(1) Personal net worth. If a certifier has a reasonable basis to believe that an individual who submits a PNW Statement that is below the currently applicable PNW cap is not economically disadvantaged, the certifier may rebut the individual's presumption of economic disadvantage.

(i) The certifier must not attempt to rebut presumed economic disadvantage as a matter of course and it must avoid imposing unnecessary burdens on individual owners or disproportionately impose them on members of a particular group.

(ii)The certifier must proceed as provided in § 26.87.

(2) Economic disadvantage in fact.

(i)To rebut the presumption, the certifier must prove that a reasonable person would not consider the individual economically disadvantaged. The certifier may consider assets and income, free use of them or ready access to their benefits, and any other trappings of wealth that the certifier considers relevant. There are no assets (including retirement assets), income, equity, or other exclusions and no limitations on inclusions. A broad and general analysis suffices in most cases: the owner has, or enjoys the benefits of, income of X; two homes worth approximately Y; substantial interests in outside businesses Q, R, and S; four rental properties of aggregate value Z; etc. The

certifier need only demonstrate "ballpark" values based on available evidence. The reasonable person is not party to detailed financial information. S/he considers the owner's overall circumstances and lifestyle.

(ii) The certifier must proceed as provided in § 26.87.

(d) Non-presumptive disadvantage. An owner who is not presumed to be SED under paragraph (a) of this section may demonstrate that he is SED based on his own experiences and circumstances that occurred within American society.

(1) To attempt to prove individual SED, the owner provides the certifier a Personal Narrative (PN) that describes in detail specific acts or omissions by others, which impeded his progress or success in education, employment, and/or business, including obtaining financing on terms available to similarly situated, non-disadvantaged persons.

(2) The PN must identify at least one objective basis for the detrimental discrimination. The basis may be any identifiable status or condition. The PN must describe this objective distinguishing feature(s) (ODF) in sufficient detail to justify the owner's conclusion that it prompted the prejudicial acts or omissions.

(3) The PN must state how and to what extent the discrimination caused the owner harm, including a full description of type and magnitude.

(4) The owner must establish that he is economically disadvantaged in fact and that he is economically disadvantaged relative to similarly situated non-disadvantaged individuals.

(5) The owner must attach to the PN a current PNW statement and any other financial information he considers relevant.

(6) This rule does not prescribe how the owner must satisfy his burden of proving disadvantage. He need not, for example, have filed any formal complaint, or prove discrimination under a particular statute.

49 CFR 26.67(d)(6) (enhanced display)

49 CFR 26.68

Example 1 to paragraph (d): A White male claiming to have experienced employment discrimination must provide evidence that his employment status and/or limited opportunities to earn income result from specific prejudicial acts directed at him personally because of an ODF, and not, e.g., an economic recession that caused widespread unemployment.

[89 FR 24970, Apr. 9, 2024; 89 FR 55089, July 3, 2024]

§ 26.68 Personal net worth.

(a)General. An owner whose PNW exceeds $2,047,000 is not presumed economically disadvantaged. The Department will adjust the PNW cap pursuant to paragraph (d) of this section.

(b)Required documents. Each owner on whom the firm relies for certification must submit a DOE and a corroborating personal net worth (PNW) statement, including required attachments. The owner must

report PNW on the form, available at https://www.Transportation.gov/DBEFORMS. A certifier may require an owner to provide additional information on a case-by-case basis to verify the accuracy and completeness of the PNW statement. The certifier must have a legitimate and demonstrable need for the additional information.

(c) Reporting. The following rules apply without regard to State community property, equitable distribution, or similar rules. The owner reports assets and liabilities that she owns or is deemed to own. Ownership tracks title to the asset or obligor status on the liability except where otherwise provided or when the transaction results in evasion or abuse.

(1) The owner excludes her ownership interest in the applicant or DBE.

(2) The owner excludes her share of the equity in her primary residence. There is no exclusion when the SEDO does not own the home.

Example 1 to paragraph (c)(2): The owner and her spouse hold joint title to their primary residence, for which they paid $300,000 and are coequal debtors on a bank mortgage and a home equity line of credit with current combined balances of $150,000. The owner may exclude her $75,000 share of the $150,000 of total equity.

(3) The owner includes the full value of the contents of her primary residence unless she cohabits with a spouse or domestic partner, in which case she excludes only 50 percent of those assets.

(4) The owner includes the value of all motor vehicles, including watercraft and ATVs, titled in her name or of which she is the principal operator.

(5) The owner excludes the liabilities of any other party and those contingent on a future event or of undetermined value as of the date of the PNW Statement.

(6) The owner includes her proportional share of the balance of a debt on which she shares joint and severable liability with other primary debtors.

Example 2 to paragraph (c)(6): When the owner co-signs a debt instrument with two other individuals, the rule considers her liable for one-third of the current loan balance.

49 CFR 26.68(c)(6) (enhanced display)

49 CFR 26.68(c)(7)

(7) The owner includes assets transferred to relatives or related entities within the two years preceding any UCA or DOE, when the assets so transferred during the period have an aggregate value of more than $20,000. Relatives include the owner's spouse or domestic partner, children (whether biological, adopted or stepchildren), siblings (including stepsiblings and those of the spouse or domestic partner), and parents (including stepparents and those of the spouse or domestic partner). Related entities include for-profit privately held companies of which any relative is an owner, officer, director, or equivalent; and family or other trusts of which the owner or any relative is grantor, trustee, or beneficiary, except when the transfer is irrevocable.

(8) The owner excludes direct payments, on behalf of immediate family members or their children, to unrelated providers of healthcare, education, or legal services.

(9) The owner excludes direct payments to providers of goods and services directly related to a celebration of an immediate family member's or that family member's child's significant, normally non-recurring life event.

(10) The owner excludes from net worth all assets in qualified retirement accounts but must report those accounts, the value of assets in them, and any significant terms and restrictions concerning the assets' use, to the certifier.

(d) Regulatory adjustments.

(1) The Department will adjust the PNW cap by May 9, 2027 by multiplying $1,600,000 by the growth in total household net worth since 2019 as described by "Financial Accounts of the United States: Balance Sheet of Households (Supplementary Table B.101.h)" produced by the Board of Governors of the Federal Reserve (https://www.federalreserve.gov/releases/z1/), and normalized by the total number of households as collected by the Census in "Families and Living Arrangements" (https://www.census.gov/topics/families/families-and-households.html) to account for population growth. The Department will adjust the PNW cap every 3 years on the anniversary of the adjustment date described in this section. The Department will post the adjustments on the Departmental Office of Civil Rights' web page, available at https://www.Transportation.gov/DBEPNW. Each such adjustment will become the currently applicable PNW limit for purposes of this regulation.

(2) The Department will use formula 1 to this paragraph (d)(2) to adjust the PNW limit:

Formula 1 to Paragraph (d)

$$\text{Future Year PNW Cap} = [\$1{,}600{,}000] * \frac{\text{Q1-Q4 Average Household Net Worth of Future Year / Total Households of Future Year}}{\text{Q1-Q4 Average Household Net worth of 2019 (\$106,722,704 million / Total Households of 2019 (128,579)}}$$

(e) Confidentiality. Notwithstanding any provision of Federal or State law, a certifier must not release an individual's PNW statement nor any documents pertaining to it to any third party without the written consent of the submitter. Provided, that you must transmit this information to DOT in any certification appeal proceeding under § 26.89 or to any other State to which the individual's firm has applied for certification under § 26.85.

49 CFR 26.68(e) (enhanced display)

49 CFR 26.69

[89 FR 24971, Apr. 9, 2024; 89 FR 55089, July 3, 2024]

§ 26.69 Ownership.

(a) General rule. A SEDO must own at least 51 percent of each class of ownership of the firm. Each SEDO whose ownership is necessary to the firm's eligibility must demonstrate that her ownership satisfies the requirements of this section. If not, the firm is ineligible.

(b) Overall Requirements. A SEDO's acquisition and maintenance of an ownership interest meets the requirements of this section only if the SEDO demonstrates the following:

(1) Acquisition. The SEDO acquires ownership at fair value and by one or more "investments," as defined in paragraph (c) of this section.

(2) Proportion. No owner derives benefits or bears burdens that are clearly disproportionate to their ownership shares.

(3) Maintenance. This section's requirements continue to apply after the SEDO's acquisition and the firm's certification. That is, the SEDO must maintain her investment and its proportion relative to those of other owners.

(i)The SEDO may not withdraw or revoke her investment.

(ii)When an existing co-owner contributes significant, additional, post-acquisition cash or property to the firm, the SEDO must increase her own investment to a level not clearly disproportionate to the non-SEDO's investment.

(A) Example 1 to paragraph (b)(3)(ii). SEDO and non-SEDO own DBE 60/40. Their respective investments are approximately $600,000 and $400,000. The DBE has operated its business under this ownership and with this capitalization for 2 years. In Year 3, the nonSEDO contributes a $2 million asset to the business. The SEDO, as a result, owns 60 percent of a $2 million asset without any additional outlay. Her ownership interest, assuming no other pertinent facts, is worth $1.2 million more than it was before. Unless the SEDO increases her investment significantly, it is clearly disproportionate to the nonSEDO's investment and to her nominal 60 percent ownership. She has not maintained her investment.

(B) Example 2 to paragraph (b)(3)(ii). Same facts except that the DBE purchases the asset with a combination of 30 percent operating income and 70 percent proceeds of a bank loan. The SEDO maintains her investment because it remains in proportion to the non-SEDO's investment and to the value of her 60 percent ownership interest.

(C) Example 3 to paragraph (b)(3)(ii). Same facts except that the non-SEDO, not a bank, is the DBE's creditor. The SEDO has not maintained her investment because the benefits and burdens of her ownership are clearly disproportionate to those of the non-SEDO. The transaction may also raise § 26.71 concerns.

(iii) An organic increase in the value of the business does not affect maintenance because the value of the owners' investments remains proportional. In Example 2

above, the SEDO and the non-SEDO own the new asset at 60 percent and 40 percent of its net value of $60,000.

49 CFR 26.69(b)(3)(iii) (enhanced display)

49 CFR 26.69(c)

(c) Investments. A SEDO may acquire ownership by purchase, capital contribution, or gift. Subject to the other requirements of this section, each is considered an "investment" in the firm, as are additional purchases, contributions, and qualifying gifts.

(1) Investments are unconditional and at full risk of loss.

(2) Investments include a significant outlay of the SEDO's own money.

(3) For purposes of this part, title determines ownership of assets used for investments and of ownership interests themselves. This rule applies regardless of contrary community property, equitable distribution, banking, contract, or similar laws, rules, or principles.

(i)The person who has title to the asset owns it in proportion to her share of title.

(ii)However, the title rule is deemed not to apply when it produces a certification result that is manifestly unjust.

(4) If the SEDO jointly (50/50) owns an investment of cash or property, the SEDO may claim at least a 51 percent ownership interest only if the other joint owner formally transfers to the SEDO enough of his ownership in the invested asset(s) to bring the SEDO's investment to at least 51 percent of all investments in the firm. Such transfers may be gifts described in paragraph (e) of this section.

(d)Purchases and capital contributions.

(1) A purchase of an ownership interest is an investment when the consideration is entirely monetary and not a trade of property or services.

(2) Capital that the SEDO contributes directly to the company is an investment when the contribution is all cash or a combination of cash and tangible property and/or realty.

(3) Contributions of time, labor, services, and the like are not investments or components of investments.

(4) Loans are not investments. The proceeds of loans may be investments to the extent that they finance the SEDO's qualifying purchase or capital contribution.

(5) Debt-financed purchases or capital contributions are investments when they comply with the rules in this section and in § 26.70.

(6) Guarantees are not investments.

(7) The firm's purchases or sales of property, including ownership in itself or other companies, are not the SEDO's investments.

(8) Other persons' or entities' purchases or capital contributions are not the SEDO's investments.

(e) Gifts. A gift to the SEDO is an investment when it meets the requirements of this section. The gift rules apply to partial gifts, bequests, inheritances, trust distributions, and transfers for inadequate consideration. They apply to gifts of ownership interests and to gifts of cash or property that the SEDO invests. The following requirements apply to gifts on which the SEDO relies for her investment.

(1) The transferor/donor is or immediately becomes uninvolved with the firm in any capacity and in any other business that contracts with the firm other than as a lessor or provider of standard support services;

(2) The transferor does not derive undue benefit; and

49 CFR 26.69(e)(2) (enhanced display) 49 CFR 26.69(e)(3)

(3) A writing documents the gift. When the SEDO cannot reasonably produce better evidence, a receipt, cancelled check, or transfer confirmation suffices, if the writing identifies transferor, transferee, amount or value, and date.

(f) Curative measures. The rules of this section do not prohibit transactions that further the objectives of, and compliance with, the provisions of this part. A SEDO or firm may enter into legitimate transactions, alter the terms of ownership, make additional investments, or bolster underlying documentation in a good faith effort to remove, surmount, or correct defects in eligibility, as long as the actions are consistent with this part.

(1) The certifier may notify the firm of eligibility concerns and give the firm time, if the firm wishes, to attempt to remedy impediments to certification.

(2) The firm may, of its own volition, take curative action up to the time of the certifier's decision. However, it must present evidence of curation before the certifier's decision.

(3) The certifier may provide general assistance and guidance but not professional (legal, accounting, valuation, etc.) advice or opinions.

(4) While the certifier may not affirmatively impede attempts to cure, it may maintain its decision timeline and make its decision based on available evidence.

(5) The certifier must deny or remove certification when the firm's efforts or submissions violate the rules in paragraph (g) of this section.

(g) Anti-abuse rules.

(1) The substance and not the form of transactions drives the eligibility determination.

(2) The certifier must deny applications based on sham transactions or false representations, and it must decertify DBEs that engage in or make them. Transactions or representations designed to evade or materially mislead subject the firm to the same consequences.

(3) Fraud renders the firm ineligible and subjects it to sanctions, suspension, debarment, criminal prosecution, civil litigation, and any other consequence or recourse not proscribed in this part.

Example 1 to paragraph (g)(3): SEDO claims an investment consisting of a contribution of equipment and a significant amount of her own cash. She shows that she transferred title to the equipment and wrote a check from an account she alone owns. She does not disclose that her brother-in-law lent her the money and she must repay him. The firm is ineligible under paragraphs (g)(1) and (2) of this section.

[89 FR 24972, Apr. 9, 2024]

§ 26.70 Debt-financed investments.

(a)Subject to the other provisions of this subpart, a SEDO may borrow money to finance a § 26.69(c) investment entirely or partially if the SEDO has paid, on a net basis, at least 15 percent of the total value of the investment by the time the firm applies for certification.

Example 1 to paragraph (a) introductory text: A SEDO who borrows $9,000 of her $10,000 cash investment in Applicant, Inc., must have repaid, from her own funds, at least $500 of the loan's principal by the time Applicant, Inc. applies for certification.

Example 2 to paragraph (a) introductory text: A SEDO who finances $8,000 of a $10,000 investment in Applicant may apply for Applicant's certification at any time.

Example 3 to paragraph (a) introductory text: A SEDO who contributes to the Applicant equipment worth $40,000, which she purchased with $10,000 of her own money and $30,000 of seller financing may apply for Applicant's certification at any time.

49 CFR 26.70(a) (enhanced display)

49 CFR 26.70(a)(1)

(1) The SEDO pays the net 15 percent portion of the investment to Seller or Applicant (as the case may be) from her own, not borrowed, money.

(2) Money that the SEDO receives as a § 26.69(e) gift is her own money.

(3) The firm, whether Applicant or DBE, does not finance any part of the investment, directly or indirectly.

(b) The loan is real, enforceable, not in default, not offset by another agreement, and on standard commercial, arm's length terms. The following conditions also apply.

(1) The SEDO is the sole debtor.

(2) The firm is not party to the loan in any capacity, including as a guarantor.

(3) The SEDO does not rely on the company's credit or other resources to repay any part of the debt or otherwise to finance any part of her investment.

(4) The loan agreement requires level, regularly recurring payments of principal and interest, according to a standard amortization schedule, at least until the SEDO satisfies requirements in paragraph (a) of this section.

(5) The loan agreement permits prepayments, including by refinancing.

(c) If the creditor forgives or cancels all or part of the debt, or the SEDO defaults, the entire debt-financed portion of the SEDO's purchase or capital contribution is no longer an investment.

Example 4 to paragraph (c): SEDO finances $40,000 of a $50,000 investment, and the firm becomes certified. When the SEDO has repaid half of the loan's principal and associated interest, the creditor forgives the remaining $20,000 debt. The SEDO's investment is now $10,000.

(d) Paragraph © of the section does not prohibit refinancing with debt that meets the requirements of this section or preclude prompt curation under § 26.69(f).

[89 FR 24973, Apr. 9, 2024]

§ 26.71 Control.

(a)General rules.

(1) One or more SEDOs of the firm must control it.

(2) Control determinations must consider all pertinent facts, viewed together and in context.

49 FR 26.71(a)(2) (enhanced display)

49 CFR 26.71(a)(3)

(3) A firm must have operations in the business for which it seeks certification at the time it applies. Certifiers do not certify plans or intentions, or issue contingent or conditional certifications.

(b) SEDO as final decision maker. A SEDO must be the ultimate decision maker in fact, regardless of operational, policy, or delegation arrangements.

(c) Governance. Governance provisions may not require that any SEDO obtain concurrence or consent from a non-SEDO to transact business on behalf of the firm.

(1)Highest officer position. A SEDO must hold the highest officer position in the company (e.g., chief executive officer or president).

(2)Board of directors. Except as detailed in paragraph (c)(4) of this section, a SEDO must have present control of the firm's board of directors, or other governing body, through the number of eligible votes.

(i)Quorum requirements. Provisions for the establishment of a quorum must not block the SEDO from calling a meeting to vote and transact business on behalf of the firm.

(ii)Shareholder actions. A SEDO's authority to change the firm's composition via shareholder action does not prove control within the meaning of paragraph (c) of this section.

(3)Partnerships. In a partnership, at least one SEDO must serve as a general partner, with control over all partnership decisions.

(4)Exception. Bylaws or other governing provisions that require non-SEDO consent for extraordinary actions generally do not contravene the rules in paragraph (c) of this section. Non-exclusive examples are a sale of the company or substantially all of its assets, mergers, and a sudden, wholesale change of type of business.

(d) Expertise. At least one SEDO must have an overall understanding of the business and its essential operations sufficient to make sound managerial decisions not primarily of an administrative nature. The requirements of this paragraph (d) vary with type of business, degree of technological complexity, and scale.

(e) SEDO decisions. The firm must show that the SEDO critically analyzes information provided by non-SEDOs and uses that analysis to make independent decisions.

(f) Delegation. A SEDO may delegate administrative activities or operational oversight to a non-SED individual as long as at least one SEDO retains unilateral power to fire the delegate(s), and the chain of command is evident to all participants in the company and to all persons and entities with whom the firm conducts business.

(1) No non-SED participant may have power equal to or greater than that of a SEDO, considering all the circumstances. Aggregate magnitude and significance govern; a numerical tally does not.

(2) Non-SED participants may not make non-routine purchases or disbursements, enter into substantial contracts, or make decisions that affect company viability without the SEDO's consent.

(3) Written provisions or policies that specify the terms under which non-SED participants may sign or act on the SEDO's behalf with respect to recurring matters generally do not violate this paragraph (f), as long as they are consistent with the SEDO having ultimate responsibility for the action.

(g) Independent business.

49 CFR 26.71(g) (enhanced display) 49 CFR 26.71(g)(1)

(1) If the firm receives from or shares personnel, facilities, equipment, financial support, or other essential resources, with another business (whether a DBE or non-DBE firm) or individual on other than commercially reasonable terms, the firm must prove that it would be viable as a going concern without the arrangement.

(2) The firm must not regularly use another firm's business-critical vehicles, equipment, machinery, or facilities to provide a product or service under contract to the same firm or one in a substantially similar business.

(i) Exception 1. Paragraphs (g)(1) and (2) of this section do not preclude the firm from providing services to a single customer or to a small number of them, provided that the firm is not merely a conduit, captive, or unnecessary third party acting on behalf of another firm or individual. Similarly, providing a volume discount to such a customer does not impair viability unless the firm repeatedly provides the service at a significant and unsustainable loss.

(ii) Exception 2. A firm may share essential resources and deal exclusively with another firm that a SEDO controls and of which the SEDO owns at least 51 percent ownership.

(h) Franchise and license agreements. A business operating under a franchise or license agreement may be certified if it meets the standards in this subpart and the franchiser or licenser is not affiliated with the franchisee or licensee. In determining whether affiliation exists, the certifier should generally not consider the restraints relating to standardized quality, advertising, accounting format, and other provisions imposed on the franchisee or licensee by the franchise agreement or license, if the franchisee or licensee has the right to profit from its efforts and bears the risk of loss commensurate with ownership. Alternatively, even though a franchisee or licensee may not be controlled by virtue of such provisions in the franchise agreement or license, affiliation could arise through other means, such as common management or excessive restrictions on the sale or transfer of the franchise interest or license.

[89 FR 24973, Apr. 9, 2024]

§ 26.73 NAICS codes.

(a) A certifier must grant certification to a firm only for specific types of work that the SEDO controls. To become certified in an additional type of work, the firm must demonstrate to the certifier only that its SEDO controls the firm with respect to that type of work. The certifier must not require that the firm be recertified or submit a new application for certification but must verify the SEDO's control of the firm in the additional type of work.

(1) A correct NAICS code is the one that describes, as specifically as possible, the principal goods or services which the firm would provide to DOT recipients. Multiple NAICS codes may be assigned where appropriate. Program participants must rely on, and not depart from, the plain meaning of NAICS code descriptions in determining the scope of a firm's certification.

(2) If there is not a NAICS code that fully, clearly, or sufficiently narrowly describes the type(s) of work for which the firm seeks certification, the certifier must supplement or limit the assigned NAICS code(s) with a clear, specific, and concise narrative description of the type of work in which the firm is certified. A vague, general, or confusing description is insufficient.

49 CFR 26.73(a)(2) (enhanced display) 49 CFR 26.73(a)(3)

(3) Firms and certifiers must check carefully to make sure that the NAICS codes cited in a certification are kept up-to-date and accurately reflect work which the UCP has determined the firm's owners can control. The firm bears the burden of providing detailed company information the certifying agency needs to make an appropriate NAICS code designation.

(4) A certifier may change a certification classification or description if there is a factual basis in the record, in which case it must notify the firm 30 days before making the change. Certifiers may not apply such changes retroactively.

(5) In addition to applying the appropriate NAICS code, the certifier may apply a descriptor from a classification scheme of equivalent detail and specificity. Such a descriptor (e.g., a "work code") does not supersede or limit the types of work for which a DBE is eligible under an appropriate NAICS code.

(b) [Reserved]

[89 FR 24974, Apr. 9, 2024]

Subpart E—Certification Procedures

§ 26.81 Unified Certification Programs.

(a)You and all other DOT recipients in your state must participate in a Unified Certification Program (UCP).

(1) All recipients in the same jurisdiction (normally a State) must sign an agreement establishing a UCP and submit the agreement to the Secretary for approval.

(2) The agreement must provide for the establishment of a UCP meeting all the requirements of this section. The agreement must specify that the UCP will follow all certification procedures and standards of this part, on the same basis as recipients; that the UCP shall cooperate fully with oversight, review, and monitoring activities of DOT and its operating administrations; and that the UCP shall implement DOT directives and guidance concerning certification matters. The agreement shall also commit recipients to ensuring that the UCP has sufficient resources and expertise to carry out the requirements of this part. The agreement shall include an implementation schedule ensuring that the UCP is fully operational no later than 18 months following the approval of the agreement by the Secretary.

(3) Subject to approval by the Secretary, the UCP in each state may take any form acceptable to the recipients in that state.

(4) The Secretary shall review the UCP and approve it, disapprove it, or remand it to the recipients in the state for revisions. A complete agreement which is not disapproved or remanded within 180 days of its receipt is deemed to be accepted.

(b) The UCP shall make all certification decisions on behalf of all DOT recipients in the state with respect to participation in the DOT DBE Program.

(1) Certification decisions by the UCP shall be binding on all DOT recipients within the state.

(2) The UCP shall provide "one-stop shopping" to applicants for certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all recipients in the state.

49 CFR 26.81(b)(2) (enhanced display)

49 CFR 26.81(b)(3)

(3) All obligations of recipients with respect to certification and nondiscrimination must be carried out by UCPs, and recipients may use only UCPs that comply with the certification and nondiscrimination requirements of this part.

(c) All certifications by UCPs shall be pre-certifications; i.e., certifications that have been made final before the due date for bids or offers on a contract on which a firm seeks to participate as a DBE.

(d) A UCP is not required to process an application for certification from a firm having its principal place of business outside the state if the firm is not certified by the UCP in the state in which it maintains its principal place of business. The Jurisdiction of Original Certification UCP shall share its information and documents concerning the firm with other UCPs that are considering the firm's application.

(e) Subject to DOT approval as provided in this section, recipients in two or more states may form a regional UCP. UCPs may also enter into written reciprocity agreements with other UCPs. Such an agreement shall outline the specific responsibilities of each participant. A UCP may accept the certification of any other UCP or DOT recipient.

(f) Pending the establishment of UCPs meeting the requirements of this section, you may enter into agreements with other recipients, on a regional or inter-jurisdictional basis, to perform certification functions required by this part. You may also grant reciprocity to other recipient's certification decisions.

(g) Each UCP must maintain a unified DBE directory containing, for all firms certified by the UCP (including those from other States certified under the provisions of this part), the information required by § 26.31. The UCP must make the directory available to the public electronically, on the internet. The UCP must update the electronic version of the directory by including additions, deletions, and other changes as soon as they are made.

(h) Except as otherwise specified in this section, all provisions of this subpart and subpart D of this part pertaining to recipients also apply to UCPs.

[64 FR 5126, Feb. 2, 1999, as amended at 76 FR 5100, Jan. 28, 2011; 89 FR 24974, Apr. 9, 2024; 89 FR 55089, July 3, 2024]

§ 26.83 What procedures do certifiers follow in making certification decisions?

(a) You must ensure that only firms certified as eligible DBEs under this section participate as DBEs in your program.

(b) You must determine the eligibility of firms as DBEs consistent with the standards of subpart D of this part. When a UCP is formed, the UCP must meet all the requirements of subpart D of this part and this subpart that recipients are required to meet.

(c)

(1)You must take all the following steps in determining whether a DBE firm meets the standards of subpart D of this part:

(i) A certifier must visit the firm's principal place of business, virtually or in person, and interview the SEDO, officers, and key personnel. The certifier must review those persons' résumés and/or work histories. The certifier must maintain a complete audio recording of the interview. The certifier must also visit one or more active job sites (if there is one). These activities comprise the "on-site review" (OSR), a written report of which the certifier must keep in its files.

(ii) Analyze documentation related to the legal structure, ownership, and control of the applicant firm. This includes, but is not limited to, Articles of ncorporation/Organization; corporate bylaws or operating agreements; organizational, annual and board/member

meeting records; stock ledgers and certificates; and State-issued Certificates of Good Standing

(iii) Analyze the bonding and financial capacity of the firm; lease and loan agreements; bank account signature cards;

(iv) Determine the work history of the firm, including contracts it has received, work it has completed; and payroll records;

(v) Obtain a statement from the firm of the type of work it prefers to perform as part of the DBE program and its preferred locations for performing the work, if any.

(vi) Obtain or compile a list of the equipment owned by or available to the firm and the licenses the firm and its key personnel possess to perform the work it seeks to do as part of the DBE program;

(vii) Obtain complete Federal income tax returns (or requests for extensions) filed by the firm, its affiliates, and the socially and economically disadvantaged owners for the last 3 years. A complete return includes all forms, schedules, and statements filed with the Internal Revenue Service.

(viii) Require potential DBEs to complete and submit an appropriate application form, except as otherwise provided in § 26.85 of this part.

(2) You must use the application form available at https://transportation.gov/DBEFORMS without change or revision. However, you may provide in your DBE program, with the written approval of the concerned operating administration, for supplementing the form by requesting specified additional information not inconsistent with this part.

(3) The certifier must ensure that the SEDO signs the Declaration of Eligibility (DOE) at the end of the Uniform Certification Application (UCA), subscribed to as true under penalty of perjury that all information provided is current, accurate, and complete.

(4) You must review all information on the form prior to making a decision about the eligibility of the firm. You may request clarification of information contained in the application at any time in the application process.

(d) When another certifier, in connection with its consideration of the eligibility of a firm, makes a written request for certification information you have obtained about that firm (e.g., including application materials or the report of a site visit, if you have made one to the firm), you must promptly make the information available to the other certifier.

(e) [Reserved]

(f) Subject to the approval of the concerned operating administration as part of your DBE program, you may impose a reasonable application fee for certification. Fee waivers shall be made in appropriate cases.

(g) You must safeguard from disclosure to unauthorized persons information gathered as part of the certification process that may reasonably be regarded as proprietary or other confidential business information, consistent with applicable Federal, state, and local law.

49 CFR 26.83(h) (enhanced display) 49 CFR 26.83(h)(1)

(h)

(1) Once a certifier has certified a firm, the firm remains certified unless and/or until the certifier removes certification, in whole or in part (i.e., NAICS code removal), through the procedures of § 26.87.

(2) The certifier may not require a DBE to reapply for certification, renew its certification, undergo a recertification, or impose any functionally equivalent requirement. The certifier may, however, conduct a certification review at any reasonable time and/or at regular intervals of at least two years. The certification review may, at the certifier's discretion, include a new OSR. The certifier may also make an unannounced visit to the DBE's offices and/or job site. The certifier may also rely on another certifier's report of its OSR of the DBE.

(i) If you are a DBE, you must inform the certifier or UCP in writing of any change in circumstances affecting your ability to meet size, disadvantaged status, ownership, or control requirements of this part or any material change in the information provided in your application form.

(1) Changes in management responsibility among members of a limited liability company are covered by this requirement.

(2) You must attach supporting documentation describing in detail the nature of such changes.

(3) The DBE must notify the certifier of a material change in its circumstances that affects its continued eligibility within 30 days of its occurrence, explain the change fully, and include a duly executed DOE with the notice. The DBE's non-compliance is a § 26.109(c) failure to cooperate.

(j) A DBE must provide its certifier(s), every year on the anniversary of its original certification, a new DOE along with the specified documentation in § 26.65(a), including gross receipts for its most recently completed fiscal year, calculated on a cash basis regardless of the DBE's overall accounting method. The sufficiency of documentation (and its probative value) may vary by business type, size, history, resources, and overall circumstances. However, the following documents may generally be considered "safe harbors," provided that they include all reportable receipts, properly calculated, for the full reporting period: audited financial statements, a CPA's signed attestation of correctness and completeness, or all income-related portions of one or more (when there are affiliates) signed Federal income tax returns as filed. Non-compliance, whether full or partial, is a § 26.109(c) failure to cooperate.

(k) The certifier must advise each applicant within 30 days of filing whether the application is complete and suitable for evaluation and, if not, what additional information or action is required.

(l)

(1)The certifier must render a final eligibility decision within 90 days of receiving all information required from the applicant under this part. The certifier may extend this time period once, for

no more than an additional 30 days, upon written notice to the firm, explaining fully and specifically the reasons for the extension. On a case-by-case basis, the concerned OA may give the certifier one deadline extension if it approves a written request explaining why the certifier needs more time. The certifier's failure to issue a compliant decision by the applicable deadline is a constructive denial of the application, appealable to DOT under § 26.89. In this case, the certifier may be subject to enforcement actions described in §§ 26.103 and 26.105.

(2)[Reserved]

49 CFR 26.83(m) (enhanced display) 49 CFR 26.83

(m)

(1) A certifier may notify the applicant about ineligibility concerns and allow the firm to rectify deficiencies within the period in paragraph (l) of this section.

(2) If a firm takes curative measures before the certifier renders a decision, the certifier must consider any evidence it submits of having taken such measures. The certifier must not automatically construe curative measures as successful or abusive.

(i)Example 1 to paragraph (m)(2). The firm may obtain proof of an investment, transaction, or other fact on which its eligibility depends.

(ii) Example 2 to paragraph (m)(2). An owner or related party may create a legally enforceable document of irrevocable transfer to the SEDO.

(iii) Example 3 to paragraph (m)(2). The firm may amend an operating agreement, bylaw provision, or other governance document, provided that the amendment accurately reflects the parties' relationships, powers, responsibilities, and other pertinent circumstances.

(n) Except as otherwise provided in this paragraph (n), if an applicant for DBE certification withdraws its application before the certifier issues a decision, the applicant can resubmit the application at any time. However, the certifier may place the reapplication at the "end of the line," behind other applications that have been made since the firm's previous application was withdrawn. The certifier may apply the § 26.86(c) waiting period to a firm that has established a pattern of withdrawing applications before its decision.

[64 FR 5126, Feb. 2, 1999, as amended at 68 FR 35555, June 16, 2003; 76 FR 5100, Jan. 28, 2011; 79 FR 59598, Oct. 2, 2014; 89 FR 24974, Apr. 9, 2024; 89 FR 55090, July 3, 2024]

§ 26.85 Interstate certification.

(a) Applicability. This section applies to a DBE certified in any UCP.

(b) General rule. When a DBE applies to another UCP for certification, the new UCP must accept the DBE's certification from its jurisdiction of original certification (JOC). The JOC is the State in which the firm maintains its principal place of business at the time of application unless and until the firm loses certification in that jurisdiction.

(c) Application procedure. To obtain certification by an additional UCP, the DBE must provide:

(1)A cover letter that specifies that the DBE is applying for interstate certification, identifies all UCPs in which the DBE is certified (including the UCP that originally certified it)

(2) An electronic image of the UCP directory of the original UCP that shows the DBE certification; and A new DOE.

(d) Confirmation of eligibility. Within 10 business days of receiving the documents required under paragraph (c) of this section, the additional UCP must confirm the certification of the DBE preferably by reference to the UCP directory of the JOC.

(e) Certification. If the DBE fulfills the requirements of paragraph (c) of this section and the UCP confirms the DBE's certification per paragraph (d) of this section, the UCP must certify the DBE immediately without undergoing further procedures and provide the DBE with a letter documenting its certification.

49 CFR 26.85(e) (enhanced display) 49 CFR 26.85

(f) Noncompliance. Failure of the additional UCP to comply with paragraphs (d) and (e) of this section is considered non-compliance with this part.

(g) Post-interstate certification proceedings.

(1) After the additional UCP certifies the DBE, the UCP may request a fully unredacted copy of all, or a portion of, the DBE's certification file from any other UCP in which the DBE is certified.

(2) A UCP must provide a complete unredacted copy of the DBE's certification materials to the additional UCP within 30 days of receiving the request. Confidentiality requirements of §§ 26.83(d) and 26.109(b) do not apply.

(3) Once the new UCP certifies, then it must treat the DBE as it treats other DBEs, for all purposes.

(4) The DBE must provide an annual DOE with documentation of gross receipts, under § 26.83(j), to certifying UCPs on the anniversary date of the DBE's original certification by its JOC.

(h) Decertifications.

(1) If any UCP has reasonable cause to remove a DBE's certification, in whole or in part (i.e., NAICS code removal), it must notify the other UCPs in which the DBE is certified ("other jurisdictions") via email. The notice must explain the UCP's reasons for believing the DBE's certification should be removed.

(2) Within 30 days of receiving the notice, the other jurisdictions must email the UCP contemplating decertification a concurrence or non-concurrence with the proposed action. The other jurisdictions' responses may provide written arguments and evidence and may propose additional reasons to remove certification. A jurisdiction's failure to timely respond to the reasonable cause notice will be deemed to be a concurrence.

(3) After a UCP receives all timely responses, it must make an independent decision whether to issue a NOI and what grounds to include.

(4) Other UCPs may, before the hearing, submit written arguments and evidence concerning whether the firms should remain certified, but may not participate in the hearing.

(5) If the UCP finds the firm ineligible the firm immediately loses certification in all jurisdictions in which it is certified. The NOD must include appeal instructions provided on the Departmental Office of Civil Rights' web page, available at https://www.transportation.gov/dbeappeal. The UCP must email a copy of its decision to the other jurisdictions within 3 business days.

(6) The rules of paragraph (h) do not apply to attempts to decertify based upon a DBE's actions or inactions pertaining to §§ 26.83(j) (Declaration of Eligibility) and 26.109(c) (failure to cooperate).

(7) Decertifications under this paragraph (h) must provide due process to DBEs.

(i) If a UCP decides not to issue a NOD removing the DBE's certification, no jurisdiction may initiate decertification proceedings, within one year, on the same or similar grounds and underlying facts.

(ii) If a DBE believes a UCP unfairly targets it with repeated decertification attempts, the DBE may file a complaint to the appropriate OA.

(8) The Department's appeal decisions are binding on all UCPs unless stated otherwise.

[89 FR 24975, Apr. 9, 2024; 89 FR 55090, July 3, 2024]

49 CFR 26.85(h)(8) (enhanced display)

49 CFR 26.86

§ 26.86 Decision letters.

(a) When a certifier denies a firm's request for certification or decertifies the firm, the certifier must provide the firm a NOD explaining the reasons for the adverse decision, specifically referencing the evidence in the record that supports each reason. A certifier must also include, verbatim, the instructions found on the Departmental Office of Civil Rights' web page, available at https://www.transportation.gov/dbeappeal.

(b) The certifier must promptly provide the applicant copies of all documents and other information on which it based the denial if the applicant requests them.

(c) The certifier must establish a waiting period for reapplication of no more than 12 months. That period begins to run the day after the date of the decision letter is emailed. After the waiting period expires, the denied firm may reapply to any member of the UCP that denied the application. The certifier must inform the applicant of that right, and specify the date the waiting period ends, in its decision letter.

(d) An appeal does not extend the waiting period.

[89 FR 24976, Apr. 9, 2024]

§ 26.87 Decertification.

(a) Burden of proof. To decertify a DBE, the certifier bears the burden of proving, by a preponderance of the evidence, that the DBE does not meet the certification standards of this part.

(b) Initiation of decertification proceedings.

(1) A certifier may determine on its own that it has reasonable cause to decertify a DBE.

(2) If an OA determines that there is reasonable cause to believe that a DBE does not meet the eligibility criteria of this part, the OA may direct the certifier to initiate a proceeding to remove the DBE's certification.

(i) The OA must provide the certifier and the DBE written notice describing the reasons for the directive, including any relevant documentation or other information.

(ii) The certifier must immediately commence a proceeding to decertify as provided by paragraph (e) of this section.

(3) Any person may file a complaint explaining, with specificity, why the certifier should decertify a DBE. The certifier need not act on a general allegation or an anonymous complaint. The certifier must keep complainants' identities confidential as provided in § 26.109(b).

(i) The certifier must review its records concerning the DBE, any material the DBE and/or complainant provides, and any other available information. The certifier may request additional information from the DBE or conduct any other investigation that it deems necessary.

(ii) If the certifier determines that there is reasonable cause to decertify the DBE, it initiates a decertification proceeding. If it determines that there is not such reasonable cause, it notifies the complainant and the DBE in writing of its decisions and the reasons for it.

(c) Notice of intent (NOI). A certifier's first step in any decertification proceeding must be to email a notice of intent (NOI) to the DBE.

(1) The NOI must clearly and succinctly state each reason for the proposed action, and specifically identify the supporting evidence for each reason.

(2)The NOI must notify the DBE of its right to respond in writing, at an informal hearing, or both.

(3) The NOI must inform the DBE of the hearing scheduled on a date no fewer than 30 days and no more than 45 days from the date of the NOI.

(4) If the ground for decertification is that the DBE has been suspended or debarred for conduct related to the DBE program, the certifier issues a NOD decertifying the DBE. In this case, there is no NOI or opportunity for a hearing or written response.

(d) Response to NOI.

(1) If the DBE wants a hearing, it must email the certifier saying so within 10 days of the NOI. If the DBE does not do so, it loses its opportunity for a hearing.

(2) The certifier and DBE may negotiate a different hearing date from that stated in the NOI. Parties must not engage in dilatory tactics.

(3) If the DBE does not want a hearing, or does not give timely notice to the certifier that it wants one, the DBE may still provide written information and arguments to the certifier rebutting the reasons for decertification stated in the NOI.

(e) Hearings.

(1)The purpose of the hearing is for the certifier to present its case and for the DBE to rebut the certifier's allegations.

(2)The hearing is an informal proceeding with rules set by the hearing officer. The SEDO's attorney, a non-SEDO, or other individuals involved with the DBE may attend the hearing and answer questions related to their own experience or more generally about the DBE's ownership, structure and operations.

(3)The certifier must maintain a complete record of the hearing, either in writing, video or audio. If the DBE appeals to DOT under § 26.89, the certifier must provide that record to DOT and to the DBE.

(f) Separation of functions. The certifier must ensure that the decision in a decertification case is made by an individual who did not take part in actions leading to or seeking to implement the proposal to decertify the DBE and is not subject, with respect to the matter, to direction from the office or personnel who did take part in these actions.

(1)The certifier's method of implementing this requirement must be made part of its DBE program and approved by the appropriate OA.

(2)The decisionmaker must be an individual who is knowledgeable about the certification requirements of this part.

(g)Notice of decision. The certifier must send the firm a NOD no later than 30 days of the informal hearing and/or receiving written arguments/evidence from the firm in response to the NOI.

(1)The NOD must describe with particularity the reason(s) for the certifier's decision, including specific references to the evidence in the record that supports each reason. The NOD must also inform the firm of the consequences of the decision under paragraph (i) of this section and of its appeal rights under § 26.89.

(2)The certifier must send copies of the NOD to the complainant in an ineligibility complaint or to the OA that directed the certifier to initiate the proceeding.

49 CFR 26.87(g)(2) (enhanced display)

49 CFR 26.87(g)(3)

(3)When sending a copy of an NOD to a complainant other than an OA, the certifier must not include information reasonably construed as confidential business information, unless the certifier has the written consent of the firm that submitted the information.

(4)The certifier must make an entry in DOCR's Online Portal within 5 days of the action. The certifier must enter the name of the firm, names(s) of the firm's owner(s), date of decision, and the reason(s) for its decision.

(h) Status of firm during proceeding. A DBE remains certified until the certifier issues a NOD.

(i) [Reserved]

(j) Consequences. Decertification has the following effects on contract and overall goals and DBE participation:

(1) When a prime contractor has made a commitment to use a DBE, but a subcontract has not been executed before the certifier issues the NOD as provided for in paragraph (g) of this section, the committed firm does not count toward the contract goal. The recipient must direct the prime contractor to meet the contract goal with an eligible DBE or demonstrate to the recipient that it has made good faith efforts to do so.

(2) When the recipient has made a commitment to using a DBE prime contractor, but a contract has not been executed before the certifier issues the NOD, the decertified firm does not count toward the recipient's overall DBE goal.

(3) If a prime contractor has executed a subcontract with a DBE before the certifier issues the NOD, the prime contractor may continue to receive credit toward the contract goal for the firm's work. In this case, however, the prime contractor may not extend or add work to the contract without prior written consent from the recipient.

(4) If a prime contractor has executed a subcontract with a DBE before the certifier issues the NOD, the prime contractor may continue to receive credit toward the contract goal as set forth in paragraph (j)(3) of this section; however, the portion of the decertified firm's continued performance of the contract must not count toward the recipient's overall goal.

(5) If the recipient executed a prime contract with a DBE that was later decertified, the portion of the decertified firm's performance of the contract remaining after the certifier issued the NOD must not count toward an overall goal, but the DBE's performance of the contract may continue to count toward satisfying any contract goal.

(6) The following exceptions apply to this paragraph (j):

(i)If a certifier decertifies a firm solely because it exceeds the business size standard during the performance of the contract, the recipient may continue to count the portion of the decertified firm's performance of the contract remaining after the certifier issued the NOD toward the recipient's overall goal as well as toward the contract goal.

(ii)If the certifier decertifies the DBE because it was acquired by or merged with a non-DBE, the recipient may not continue to count the portion of the decertified firm's performance on the contract remaining, after the certifier issued a NOD, toward either

the contract goal or the overall goal, even if a prime contractor has executed a subcontract with the firm or the recipient has executed a prime contract with the DBE that was later decertified. In this case, if eliminating the credit of the decertified firm will affect the prime contractor's ability to meet the contract goal, the recipient must direct the prime contractor to subcontract to an eligible DBE to the extent needed to meet the contract goal or demonstrate to the recipient that it has made good faith efforts to do so.

49 CFR 26.87(j)(6)(ii) (enhanced display) 49 CFR 26.88

[89 FR 24976, Apr. 9, 2024; 89 FR 55090, July 3, 2024]

§ 26.88 Summary suspension of certification.

(a)Definition. Summary suspension is an extraordinary remedy for lapses in compliance that cannot reasonably or adequately be resolved in a timely manner by other means.

(1)A firm's certification is suspended under this part as soon as the certifier transmits electronic notice to its owner at the last known email address.

(2)During the suspension period, the DBE may not be considered to meet a contract or participation goal on contracts executed during the suspension period.

(b) Mandatory and elective suspensions —

(1)Mandatory. The certifier must summarily suspend a DBE's certification when:

(i)The certifier has clear and credible evidence of the DBE's or its SEDO's involvement in fraud or other serious criminal activity.

(ii)The OA with oversight so directs.

(2)Elective

(i)The certifier has discretion to suspend summarily if it has clear and credible evidence that the DBE's continued certification poses a substantial threat to program integrity.

(ii)An owner upon whom the firm relies for eligibility does not timely file the declaration and gross receipts documentation that § 26.83(j) requires.

(c) Coordination with other remedies. In most cases, a simple information request or a § 26.87 NOI is a sufficient response to events described in paragraphs (b)(1) and (2) of this section. The certifier should consider the burden to the DBE and to itself in determining whether summary suspension is a more prudent and proportionate, effective response. The certifier may elect to suspend the same DBE just once in any 12-month period.

(d) Procedures —

(1)Notice. The certifier must notify the firm, by email, of its summary suspension notice (SSN) on a business day during regular business hours. The SSN must explain the action, the reason for it, the consequences, and the evidence on which the certifier relies.

(i)Elective SSNs may not cite more than one reason for the action.

(ii)Mandatory SSNs may state multiple reasons.

(iii)The SSN, regardless of type, must demand that the DBE show cause why it should remain certified and provide the time and date of a virtual show-cause hearing at which the firm may present information and arguments concerning why the certifier should lift the suspension. The SSN must also advise that the DBE may provide written information and arguments in lieu of or in addition to attending the hearing.

49 CFR 26.88(d)(1)(iii) (enhanced display) 49 CFR 26.88(d)(2)

(2) Hearing. The hearing date must be a business day that is at least 15 but not more than 25 days after the date of the notice. The DBE may respond in writing in lieu of or in addition to attending the hearing; however, it will have waived its right to a hearing if it does not confirm its attendance within 10 days of the notice and will have forfeited its certification if it does not acknowledge the notice within 15 days. The show-cause hearing must be conducted as a video conference on a standard commercial platform that the DBE may readily access at no cost.

(3) Response. The DBE may provide information and arguments concerning its continuing eligibility until the 15th day following the suspension notice or the day of the hearing, if any, whichever is later. The DBE must email any written response it provides. Email submissions correctly addressed are effective when sent. The certifier may permit additional submissions after the hearing, as long as the extension ends on a business day that is not more than 30 days after the notice.

(4) Scope and burdens.

(i)Suspension proceedings are limited to the suspension ground specified in the notice.

(ii)The certifier may not amend its reason(s) for summarily suspending certification, nor may it electively suspend the firm again during the 12-month period following the notice.

(iii)The DBE has the burden of producing information and/or making arguments concerning its continued eligibility, but it need only contest the reason cited.

(iv)The certifier has the burden of proving its case by a preponderance of the evidence. It must issue an NOD within 30 days of the suspension notice or lift the suspension. Any NOD must rely only on the reason given in the summary suspension notice.

(v)The DBE's failure to provide information contesting the suspension does not impair the certifier's ability to prove its case. That is, the uncontested evidence upon which the certifier relies in its notice, if substantial, will constitute a preponderance of the evidence for purposes of the NOD.

(5)Duration. The DBE remains suspended during the proceedings described in this section but in no case for more than 30 days. If the certifier has not lifted the suspension or provided a rule-compliant NOD by 4:30 p.m. on the 30th day, then it must lift the suspension and amend applicable DBE lists and databases by 12 p.m. the following business day.

(e) Recourse -

(1) Appeal. The DBE may appeal a final decision under paragraph (d)(4)(iv) of this section, as provided in § 26.89(a), but may not appeal the suspension itself, unless paragraph (e)(2) of this section applies.

(2) Enforcement.

(i)The DBE may immediately petition the Department for an order to vacate a certifier's action if:

(A)The certifier sends a second elective SSN within 12 months, or

(B)Cites multiple reasons in an elective SSN contrary to paragraph (d)(1)(i) of this section.

(ii)The DBE may also petition to the Department for an order to compel if the certifier fails to act within the time specified in paragraph (d)(5) of this section.

(3) In either case, the DBE must:

(i)Email the request under the subject line, "REQUEST FOR ENFORCEMENT ORDER" in all caps;

49 CFR 26.88(e)(3)(i) (enhanced display) 49 CFR 26.88(e)(3)

(ii)Limit the request to a one-page explanation that includes:

(A)The certifier's name and the suspension dates;

(B)Contact information for the certifier, the DBE, and the DBE's SEDO(s); and

(C)The general nature and date of the firm's response, if any, to the second suspension notice; and

(D)The suspension notice(s).

[89 FR 24977, Apr. 9, 2024; 89 FR 55090, July 3, 2024]

§ 26.89 Appeals to the Department.

(a)

(1) Applicants and decertified firms may appeal adverse NODs to the Department.

(2) An ineligibility complainant or applicable Operating Administration (the latter by the terms of § 26.87(c)) may appeal to the Department if the certifier does not find reasonable cause to issue an NOI to decertify or affirmatively determines that the DBE remains eligible.

(3) Appellants must email appeals as directed in the certifier's decision letter within 45 days of the date of the letter. The appeal must at a minimum include a narrative that explains fully and specifically why the firm believes the decision is in error, what outcome-determinative facts the certifier did not consider, and/or what part 26 provisions the certifier misapplied.

(4) The certifier's decision remains in effect until the Department resolves the appeal or the certifier reverses itself.

(b) When it receives an appeal, the Department requests a copy of the certifier's complete administrative record including a video, audio, or transcript of any hearing, which the certifier must provide within 20 days of the Department's request. The Department may extend this time period when the certifier demonstrates good cause. The certifier must ensure that the administrative record is well organized, indexed, and paginated and the certifier must provide the appellant a copy of any supplemental information it provides to DOT.

(c)

(1) The Department may accept an untimely or incomplete appeal if it determines, in its sole discretion, that doing so is in the interest of justice.

(2) The Department may dismiss non-compliant or frivolous appeals without further proceedings.

(d) The Department will avail itself of whatever remedies for noncompliance it considers appropriate.

(e) The Department decides only the issue(s) presented on appeal. It does not conduct a de novo review of the matter, assess all eligibility requirements, or hold hearings. It considers the administrative record and any additional information that it considers relevant.

(f)

(1) The Department affirms the certifier's decision if it determines that the decision is consistent with applicable rules and supported by substantial evidence.

49 CFR 26.89(f)(1) (enhanced display) 49 CFR 26.89(f)(2)

(2) The Department reverses decisions that do not meet the standard in paragraph (f)(1) of this section.

(3) The Department need not reverse if an error or omission did not result in fundamental unfairness or undue prejudice.

(4) The Department may remand the case with instructions for further action. When the Department specifies further actions, the certifier must take them without delay.

(5) The Department generally does not uphold the certifier's decision based on grounds not specified in its decision.

(6) The Department resolves appeals on the basis of facts demonstrated, and evidence presented, at the time of the certifier's decision.

(7) The Department may summarily dismiss an appeal. Reasons for doing so include, but are not limited to, non-compliance, abuse of process, appellant or certifier request, and failure to state a claim upon which relief can be granted.

(g) The Department does not issue advisory opinions.

(h) All decisions described in paragraph (f) of this section are administratively final unless they say otherwise.

(i) DOCR posts final decisions to its website, available at https://www.transportation.gov/DBEDecisions.

[89 FR 24978, Apr. 9, 2024]

§ 26.91 What actions do certifiers take following DOT certification appeal decisions?

(a) If you are the certifier from whose action an appeal under § 26.89 is taken, the decision is binding. It is not binding on other certifiers.

(b) If you are a certifier to which a DOT determination under § 26.89 is applicable, you must take the following action:

(1) If the Department determines that you erroneously certified a firm, you must remove the firm's eligibility on receipt of the determination, without further proceedings on your part. Effective on the date of your receipt of the Department's determination, the consequences of a removal of eligibility set forth in § 26.87(j) take effect.

(2) If the Department determines that you erroneously failed to find reasonable cause to remove the firm's eligibility, you must expeditiously commence a proceeding to determine whether the firm's eligibility should be removed, as provided in § 26.87.

(3) If the Department determines that you erroneously declined to certify or removed the eligibility of the firm, you must certify the firm, effective on the date of your receipt of the written notice of Department's determination.

(4) If the Department determines that you erroneously determined that the presumption of social and economic disadvantage either should or should not be deemed rebutted, you must take appropriate corrective action as determined by the Department.

(5) If the Department affirms your determination, no further action is necessary.

49 CFR 26.91(b)(5) (enhanced display) 49 CFR 26.91(c)

(c) Where DOT has upheld your denial of certification to or removal of eligibility from a firm, or directed the removal of a firm's eligibility, other certifiers with whom the firm is certified may commence a proceeding to remove the firm's eligibility under § 26.87. Such certifiers must not remove the firm's eligibility absent such a proceeding. Where DOT has reversed your denial of certification to or removal of eligibility from a firm, other certifiers must take the DOT action into account in any certification action involving the firm. However, other certifiers are not required to certify the firm based on the DOT decision.

[64 FR 5126, Feb. 2, 1999, as amended at 89 FR 24979, Apr. 9, 2024]

Subpart F—Compliance and Enforcement

§ 26.101 What compliance procedures apply to recipients?

(a) If you fail to comply with any requirement of this part, you may be subject to formal enforcement action under § 26.103 or § 26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FHWA program, actions provided for under 23 CFR 1.36; in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122; and in the case of the FTA program, any actions permitted under 49 U.S.C. chapter 53 or applicable FTA program requirements.

(b) As provided in statute, you will not be subject to compliance actions or sanctions for failing to carry out any requirement of this part because you have been prevented from complying because a Federal court has issued a final order in which the court found that the requirement is unconstitutional.

§ 26.103 What enforcement actions apply in FHWA and FTA programs?

The provisions of this section apply to enforcement actions under FHWA and FTA programs:

(a) Noncompliance complaints. Any person who believes that a recipient has failed to comply with its obligations under this part may file a written complaint with the concerned operating administration's Office of Civil Rights. If you want to file a complaint, you must do so no later than 180 days after the date of the alleged violation or the date on which you learned of a continuing course of conduct in violation of this part. In response to your written request, the Office of Civil Rights may extend the time for filing in the interest of justice, specifying in writing the reason for so doing. The Office of Civil Rights may protect the confidentiality of your identity as provided in § 26.109(b). Complaints under this part are limited to allegations of violation of the provisions of this part.

(b) Compliance reviews. The concerned operating administration may review the recipient's compliance with this part at any time, including reviews of paperwork and on-site reviews, as appropriate. The Office of Civil Rights may direct the operating administration to initiate a compliance review based on complaints received.

(c) Reasonable cause notice. If it appears, from the investigation of a complaint or the results of a compliance review, that you, as a recipient, are in noncompliance with this part, the appropriate DOT office promptly sends you, return receipt requested, a written notice advising you that there is reasonable cause to find you in noncompliance. The notice states the reasons for this finding and directs you to reply within 30 days concerning whether you wish to begin conciliation.

(d) Conciliation.

49 CFR 26.103(d) (enhanced display) 49 CFR 26.103(d)(1)

> (1) If you request conciliation, the appropriate DOT office shall pursue conciliation for at least 30, but not more than 120, days from the date of your request. The appropriate DOT office may extend the conciliation period for up to 30 days for good cause, consistent with applicable statutes.

(2) If you and the appropriate DOT office sign a conciliation agreement, then the matter is regarded as closed and you are regarded as complying. The conciliation agreement sets forth the measures you have taken or will take to ensure compliance. While a conciliation agreement is in effect, you remain eligible for FHWA or FTA financial assistance.

(3) The concerned operating administration shall monitor your implementation of the conciliation agreement and ensure that its terms are complied with. If you fail to carry out the terms of a conciliation agreement, you are in noncompliance.

(4) If you do not request conciliation, or a conciliation agreement is not signed within the time provided in paragraph (d)(1) of this section, then enforcement proceedings begin.

(e) Enforcement actions.

(1) Enforcement actions are taken as provided in this subpart.

(2) Applicable findings in enforcement proceedings are binding on all DOT offices.

[64 FR 5126, Feb. 2, 1999, as amended at 89 FR 24979, Apr. 9, 2024]

§ 26.105 What enforcement actions apply in FAA programs?

(a) Compliance with all requirements of this part by airport sponsors and other recipients of FAA financial assistance is enforced through the procedures of Title 49 of the United States Code, including 49 U.S.C. 47106(d), 47111(d), and 47122, and regulations implementing them.

(b) The provisions of § 26.103(b) and this section apply to enforcement actions in FAA programs.

(c) Any person who knows of a violation of this part by a recipient of FAA funds may file a complaint under 14 CFR part 16 with the Federal Aviation Administration Office of Chief Counsel.

§ 26.107 What enforcement actions apply to firms participating in the DBE program?

(a) If you are a firm that does not meet the eligibility criteria of subpart D of this part and that attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, the Department may initiate suspension or debarment proceedings against you under 2 CFR parts 180 and 1200.

(b) If you are a firm that, in order to meet DBE contract goals or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of subpart D of this part, the Department may initiate suspension or debarment proceedings against you under 2 CFR parts 180 and 1200.

(c) In a suspension or debarment proceeding brought under paragraph (a) or (b) of this section, the concerned operating administration may consider the fact that a purported DBE has been certified by a recipient. Such certification does not preclude the Department from determining that the purported DBE, or another firm that has used or attempted to use it to meet DBE goals, should be suspended or debarred.

49 CFR 26.107(c) (enhanced display) 49 CFR 26.107(d)

(d) The Department may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31.

(e) The Department may refer to the Department of Justice, for prosecution under 18 U.S.C. 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.

[64 FR 5126, Feb. 2, 1999, as amended at 76 FR 5101, Jan. 28, 2011]

§ 26.109 What are the rules governing information, confidentiality, cooperation, and intimidation or retaliation?

(a) Availability of records.

> (1) In responding to requests for information concerning any aspect of the DBE program, the Department complies with provisions of the Federal Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a). The Department may make available to the public any information concerning the DBE program release of which is not prohibited by Federal law.
>
> (2) Notwithstanding any provision of Federal or state law, you must not release any information that may reasonably be construed as confidential business information to any third party without the written consent of the firm that submitted the information. This includes applications for DBE certification and supporting information. However, you must transmit this information to DOT in any certification appeal proceeding under § 26.89 of this part or to any other state to which the individual's firm has applied for certification under § 26.85 of this part.

(b) Confidentiality of information on complainants. Notwithstanding the provisions of paragraph (a) of this section, the identity of complainants shall be kept confidential, at their election. If such confidentiality will hinder the investigation, proceeding or hearing, or result in a denial of appropriate administrative due process to other parties, the complainant must be advised for the purpose of waiving the privilege. Complainants are advised that, in some circumstances, failure to waive the privilege may result in the closure of the investigation or dismissal of the proceeding or hearing. FAA follows the procedures of 14 CFR part 16 with respect to confidentiality of information in complaints.

(c) Cooperation. All participants in the Department's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

(d) Intimidation and retaliation. If you are a recipient, contractor, or any other participant in the program, you must not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. If you violate this prohibition, you are in noncompliance with this part.

49 CFR 26.109(d) (enhanced display)

49 CFR Appendix-A-to-Part-26 I.

[64 FR 5126, Feb. 2, 1999, as amended at 68 FR 35556, June 16, 2003; 76 FR 5101, Jan. 28, 2011]

Appendix A to Part 26—Guidance Concerning Good Faith Efforts

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

In any situation in which you have established a contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, you have the responsibility to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made, based on the regulations and the guidance in this Appendix.

The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call. Determinations should not be made using quantitative formulas.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A.

(1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

49 CFR Appendix-A-to-Part-26 IV.A.(2) (enhanced display) 49 CFR Appendix-A-to-Part-26 IV.B.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

D.

(1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the

responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E.

(1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

49 CFR Appendix-A-to-Part-26 IV.F. (enhanced display) 49 CFR Appendix-A-to-Part-26 IV.G.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/ women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in § 26.53(b)(2)((vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts except in design-build procurement.

[79 FR 59600, Oct. 2, 2014, as amended at 89 FR 24979, Apr. 9, 2024]

Appendix B to Part 26 [Reserved]

Appendix C to Part 26—DBE Business Development Program Guidelines

The purpose of this program element is to further the development of DBEs, including but not limited to assisting them to move into non-traditional areas of work and/or compete in the marketplace outside the DBE program, via the provision of training and assistance from the recipient.

(A)Each firm that participates in a recipient's business development program (BDP) program is subject to a program term determined by the recipient. The term should consist of two stages; a developmental stage and a transitional stage.

(B)In order for a firm to remain eligible for program participation, it must continue to meet all eligibility criteria contained in part 26.

(C)By no later than 6 months of program entry, the participant should develop and submit to the recipient a comprehensive business plan setting forth the participant's business targets, objectives and goals. The participant will not be eligible for program benefits until such business plan is submitted and approved by the recipient. The approved business plan will constitute the participant's short and long term goals and the strategy for developmental growth to the point of economic viability in non-traditional areas of work and/or work outside the DBE program.

(D) The business plan should contain at least the following:

49 CFR Appendix-C-to-Part-26(D) (enhanced display)

49 CFR Appendix-C-to-Part-26(D)(1)

(1) An analysis of market potential, competitive environment and other business analyses estimating the program participant's prospects for profitable operation during the term of program participation and after graduation from the program.

(2) An analysis of the firm's strengths and weaknesses, with particular attention paid to the means of correcting any financial, managerial, technical, or labor conditions which could impede the participant from receiving contracts other than those in traditional areas of DBE participation.

(3) Specific targets, objectives, and goals for the business development of the participant during the next two years, utilizing the results of the analysis conducted pursuant to paragraphs (C) and (D)(1) of this appendix;

(4) Estimates of contract awards from the DBE program and from other sources which are needed to meet the objectives and goals for the years covered by the business plan; and

(5) Such other information as the recipient may require.

(E) Each participant should annually review its currently approved business plan with the recipient and modify the plan as may be appropriate to account for any changes in the firm's structure and redefined needs. The currently approved plan should be considered the applicable plan for all program purposes until the recipient approves in writing a modified plan. The recipient should establish an anniversary date for review of the participant's business plan and contract forecasts.

(F) Each participant should annually forecast in writing its need for contract awards for the next program year and the succeeding program year during the review of its business plan conducted under paragraph (E) of this appendix. Such forecast should be included in the participant's business plan. The forecast should include:

(1) The aggregate dollar value of contracts to be sought under the DBE program, reflecting compliance with the business plan;

(2) The aggregate dollar value of contracts to be sought in areas other than traditional areas of DBE participation;

(3) The types of contract opportunities being sought, based on the firm's primary line of business; and

(4) Such other information as may be requested by the recipient to aid in providing effective business development assistance to the participant.

(G) Program participation is divided into two stages;

(1) a developmental stage and

(2) a transitional stage. The developmental stage is designed to assist participants to overcome their social and economic disadvantage by providing such assistance as may be necessary and appropriate to enable them to access relevant markets and strengthen their financial and managerial skills. The transitional stage of program participation follows the developmental stage and is designed to assist participants to overcome, insofar as practical, their social and economic disadvantage and to prepare the participant for leaving the program.

49 CFR Appendix-C-to-Part-26(G)(2) (enhanced display)

49 CFR Appendix-C-to-Part-26(H)

(H) The length of service in the program term should not be a pre-set time frame for either the developmental or transitional stages but should be figured on the number of years considered necessary in normal progression of achieving the firm's established goals and objectives. The setting of such time could be factored on such items as, but not limited to, the number of contracts, aggregate amount of the contract received, years in business, growth potential, etc.

(I) Beginning in the first year of the transitional stage of program participation, each participant should annually submit for inclusion in its business plan a transition management plan outlining specific steps to promote profitable business operations in areas other than traditional areas of DBE participation after graduation from the program. The transition management plan should

be submitted to the recipient at the same time other modifications are submitted pursuant to the annual review under paragraph (E) of this section. The plan should set forth the same information as required under paragraph (F) of steps the participant will take to continue its business development after the expiration of its program term.

(J) When a participant is recognized as successfully completing the program by substantially achieving the targets, objectives and goals set forth in its program term, and has demonstrated the ability to compete in the marketplace, its further participation within the program may be determined by the recipient.

(K) In determining whether a concern has substantially achieved the goals and objectives of its business plan, the following factors, among others, should be considered by the recipient:

(1) Profitability;

(2) Sales, including improved ratio of non-traditional contracts to traditional-type contracts;

(3) Net worth, financial ratios, working capital, capitalization, access to credit and capital;

(4) Ability to obtain bonding;

(5) A positive comparison of the DBE's business and financial profile with profiles of non-DBE businesses in the same area or similar business category; and

(6) Good management capacity and capability.

(L) Upon determination by the recipient that the participant should be graduated from the developmental program, the recipient should notify the participant in writing of its intent to graduate the firm in a letter of notification. The letter of notification should set forth findings, based on the facts, for every material issue relating to the basis of the program graduation with specific reasons for each finding. The letter of notification should also provide the participant 45 days from the date of service of the letter to submit in writing information that would explain why the proposed basis of graduation is not warranted.

(M) Participation of a DBE firm in the program may be discontinued by the recipient prior to expiration of the firm's program term for good cause due to the failure of the firm to engage in business practices that will promote its competitiveness within a reasonable period of time as evidenced by, among other indicators, a pattern of inadequate performance or unjustified delinquent performance. Also, the recipient can discontinue the participation of a firm that does not actively pursue and bid on contracts, and a firm that, without justification, regularly fails to respond to solicitations in the type of work it is qualified for and in the geographical areas where it has indicated availability under its approved business plan. The recipient should take such action if over a 2-year period a DBE firm exhibits such a pattern.

49 CFR Appendix-C-to-Part-26(M) (enhanced display)

49 FR Appendix-D-to-Part-26(A)

Appendix D to Part 26—Mentor-Protégé Program Guidelines

(A)The purpose of this program element is to further the development of DBEs, including but not limited to assisting them to move into non-traditional areas of work and/or compete in the marketplace outside the DBE program, via the provision of training and assistance from other firms. To operate a mentor-protégé program, a recipient must obtain the approval of the concerned operating administration.

(B)

(1) Any mentor-protégé relationship shall be based on a written development plan, approved by the recipient, which clearly sets forth the objectives of the parties and their respective roles, the duration of the arrangement and the services and resources to be provided by the mentor to the protégé. The formal mentor-protégé agreement may set a fee schedule to cover the direct and indirect cost for such services rendered by the mentor for specific training and assistance to the protégé through the life of the agreement. Services provided by the mentor may be reimbursable under the FTA, FHWA, and FAA programs.

(2) To be eligible for reimbursement, the mentor's services provided and associated costs must be directly attributable and properly allowable to specific individual contracts. The recipient may establish a line item for the mentor to quote the portion of the fee schedule expected to be provided during the life of the contract. The amount claimed shall be verified by the recipient and paid on an incremental basis representing the time the protégé is working on the contract. The total individual contract figures accumulated over the life of the agreement shall not exceed the amount stipulated in the original mentor/protégé agreement.

(C) DBEs involved in a mentor-protégé agreement must be independent business entities which meet the requirements for certification as defined in subpart D of this part. A protégé firm must be certified before it begins participation in a mentor-protégé arrangement. If the recipient chooses to recognize mentor/ protégé agreements, it should establish formal general program guidelines. These guidelines must be submitted to the operating administration for approval prior to the recipient executing an individual contractor/ subcontractor mentor-protégé agreement.

RESOLUTION NO. 2025-RT-15

AUTHORIZING THE LAREDO MASS TRANSIT BOARD TO APPROVE THE LAREDO TRANSIT MANAGEMENT INC. (LTMI) DISADVANTAGE BUSINESS ENTERPRISE (DBE) PROGRAM PLAN. THIS PLAN IS IN ACCORDANCE WITH REGULATIONS OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION (DOT) TITLE 49 CODE OF REGULATIONS (CFR) PART 26 THAT ENSURE DBES HAVE AN EQUAL OPPORTUNITY TO RECEIVE AND PARTICIPATE ON DOT ASSISTED CONTRACTS.

WHEREAS, the Laredo Transit Management, Inc. (LTMI) hereby ensures that DBEs as defined in Part 26 have an equal opportunity to receive and participate in DOT assisted contracts; and

WHEREAS, create a level playing on which DBEs can compete fairly for DOT assisted contracts and to ensure that the LTMI DBE Program is narrowly tailored in accordance with applicable law; and

WHEREAS, the most recent updates are documented in the Laredo Transit Management, Inc. DBE Program Plan Federal Fiscal Year 2024-2026.

NOW THEREFORE, BE IT RESOLVED BY THE MASS TRANSIT BOARD OF THE CITY OF LAREDO THAT:

Section 1. The Laredo Mass Transit Board approves the Disadvantage Business Enterprise (DBE) Program Plan.

PASSED BY THE MASS TRANSIT BOARD AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2025.

_____

DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOAHN “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 3/17/2025 **Council Item**

City of Laredo

City Council

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